



পশ্চিমবৰ্জ্গ पश्चिम बंगाल WEST BENGAL

AD 543935





DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP MADE THIS THE 1st DAY OF DECEMBER, TWO THOUSAND AND TWENTY, BY AND BETWEEN

1. **SRI SUMIT KUMAR SINGH**, S/o Harendra Pd Singh, by faith Hindu, by occupation Business, resident of Rameshwar Bhawan, Main Road, Saraidhela, In Front of Indian Overseas Bank, Dhanbad 828127 hereinafter called and referred to as the **FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns of the **FIRST PART**.

Contd... Pg.2



SURYA REALCON HOMES

AND

■ Page 2

2. **SRI SANTOSH KUMAR SINGH,** S/o Sri Surya Narayan Singh, by faith Hindu, by occupation Business, resident of Rameshwar Bhawan, Beside Indian Overseas Bank, Saraidhela in the district of Dhanbad-828127 hereinafter called and referred to as the **SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns), of the **SECOND PART**.

WHEREAS the Partners above named hereto decided to do business in Co-Partnership under the name & style of $\underline{\text{M/S SURYA REALCON HOMES}}$, on and from 01^{st} December 2020.

WHEREAS it is considered advisable to reduce the terms and conditions of Partnership agreed upon between them into a formally drawn instrument of Partnership.

NOW THERFORE THIS DEED OF PARTNERSHIP WITNESSTH AS FOLLOWS:-

- a) THAT this partnership deed shall have effect on and from the 1^{ST} DECEMBER 2020.
- b) THAT the business of partnership shall be carried on under the name and style M/S SURYA REALCON HOMES hereinafter called the 'FIRM' with its office Zila No. 68, Khatian No 1808, Deoli, Sultanpur, South 24 Pargana 743332(West Bengal). The place of business can be shifted; branches may be opened or closed on mutual consent of the parties hereto.

That the business of partnership shall be dealing in Trading of Plot of Land and/or construction of real estate projects by acting as Builder of Developer and any other business or businesses as the partners may mutually decide from time to time.

Contd... Pg 3



Pg. 3

d) That the partner shall contribute sums toward their capital as mutually agreed upon between the partners and the same shall be brought in as and when so required for the smooth running of business.

e) That the partner shall share the profit and god forbid meet the losses of the firm in the followings proportions.

Sri Sumit Kumar Singh Sri Santosh Kumar Singh **50%**

50%

- f) That all business transactions including banking operations shall be operated, managed, administered and executed by any one of the two partners.
- g) That the accounting year of the FIRM shall be the Financial Year ending on 31st MARCH, every year. Proper books of accounts shall be maintained according to the trade custom recording herein all the transactions of the FIRM truly and faithfully as and when they occur. Each of the Partners shall have the right to access and to inspect the books of accounts as and when required preferably during business hours.
- h) That as soon as may be after the close of every accounting year the books of business shall be finally adjusted and closed and the profit and loss account showing the net profit or loss of the year and the balance sheet showing the state of affairs of the FIRM be prepared.
- i) That the interest which will not be more than 12% per annum of the capital contribution by any partners to the partnership business shall be credited/paid to his personal account before any division of profit or loss is made and such interest to the capital shall be a debt on the Partnership business which shall be payable on demand with all interest accruing up to the date of payment. It has been further agreed that the payable that the payable on time to time.

Contd... Pg 4





NOTARY DHANBAD

■ Pg. 4

k) That the following working partner shall be paid salary from 1ST NOVEMBER 2020 for the services rendered to partnership business provided always that by mutual consents of the partners the salary may be increased or decreased from time to time.

Sri Sumit Kumar Singh Sri Santosh Kumar Singh Rs. 5000/-

Rs. 5000/-

That the partners may by mutual consent, withdraw such amount or amounts as may be deemed required for their personal expenses which will be debited to their respective drawing accounts to be opened for the purpose

- l) That the Partners shall be construed as the PARTNERSHIP at will any partners who might wish to retire, shall do so by giving three months clear notice in writing to the other partners.
- m) That the partners shall carry on the business of the FIRM to the best common advantage, be just and faithful to one another and render true and accurate account and full information of all things affecting the firm or any of the partners of his legal representatives.
- n) That none of the partners shall mortgage or hypothecate his interest of share in the firm to an outsider or otherwise alienate the same without the consent of the others obtained previously in writing.
- o) That the Partnership business shall not be dissolved on the death of any of the partners but shall be continued to be carried on by the surviving partners and the heir or legal representatives of the deceased partner.
- p) That the business of the partnership shall be managed by the partners generally with the aid and assistance of the employees of the firm.

That the parties may by mutual consent alter, modify or vary the terms partnership or any of them.

Contd... Pg 5



- r) That if in the best interest of the FIRM ADMISSION of new partner or partners shall be deemed advisable; the partners may do so by their mutual agreement.
- s) That the partnership shall be governed by provisions of Indian Partnership Act, 1932 as amended from time to time save and except which is specifically provided otherwise in this deed.
- t) That all dispute arising in the conduct of the business of the partnership firm as between them originating either in constructions or interpretation of the term or terms of this partnership deed or otherwise shall primarily and ordinarily be settled by reference to Arbitration, unless there be reasons for decision to the contrary, no partner shall either rush to the court of law for the adjudication of their dispute.

IN WITHNESS WHEREOF THE PARTIES HERETO WHILE IN THEIR SOUND HEALTH AND PERFECT MIND AND OUT OF THEIR OWN FREEWILL AND CONSENT SET AND SUBSCRIBE THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR ABOVE MENTIONED.

WITNESSESS

SIGNATURE OF THE PARTNERS

1 Risher kumaz ojha S/o. Shersherdhaz ojha Add-Charnell ojha Basti. Dhambad

(Sumit Kumar Singh)
SURYA REALCON HOMES

Lantosh Kiemar Lind PARINER (Santosh Kumar Singh)

Slo. No. Nevay Afam Nishet Nagar (a) assey our

ATTESTED