



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AE 830186

BEFORE THE NOTARY PUBLIC  
AT CHANDERNAGORE

S.L. NO. 10  
Date 12/5/21

**RE-CONSTRUCTION OF PARTNERSHIP DEED**

THIS DEED OF PARTNERSHIP is made on this day of 7<sup>th</sup> May, 2021 A.D.

**BETWEEN SMT SIKHA GANGULY** d/o Late Niranjan Chakraborty, aged about 58 years, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at Vill – Kaparpur, P.S. – Jangipara, Dist – Hooghly, Pin – 712404, Here in after called the **FIRST PART** (Which expression shall unless excluded by or repugnant to the context be deemed and to mean his Legal Heirs, executors, representative, Administrator Assigns)

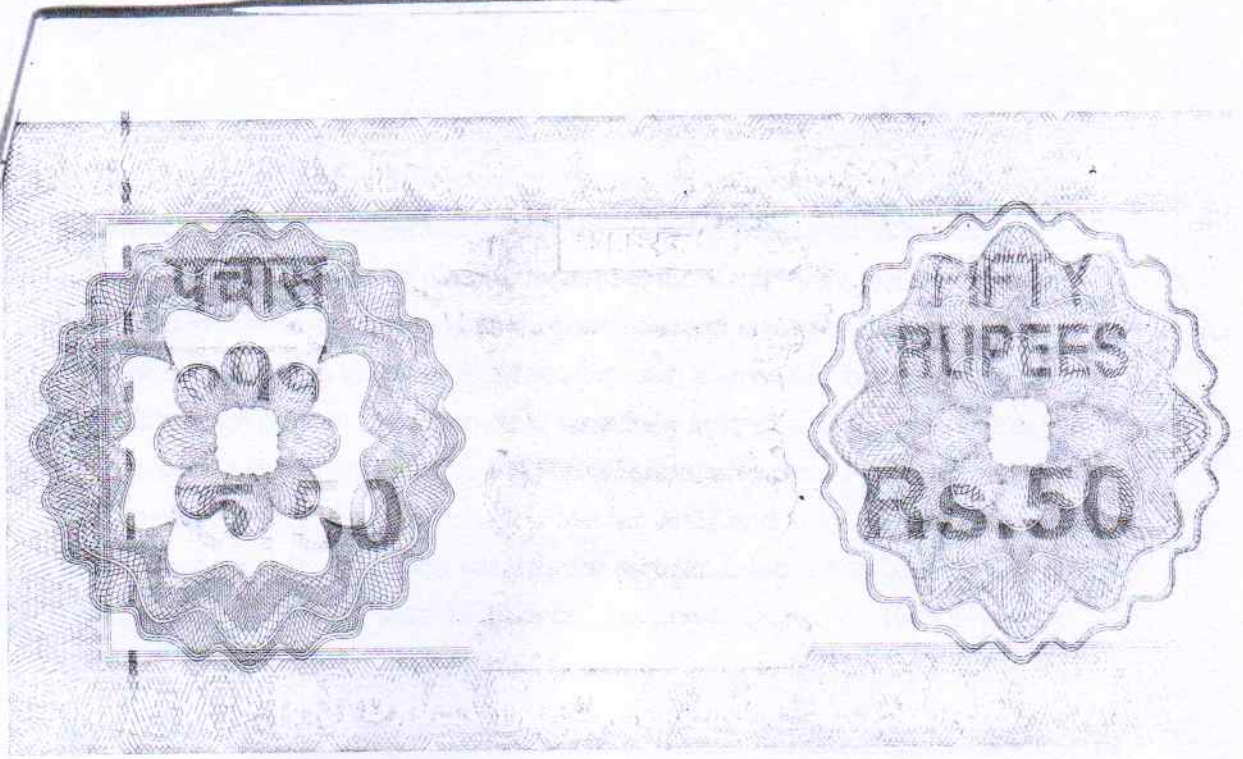
**A N D**

**SMT SOUMITA GHOSH** d/o Gobindapada Ghosh, aged about 34 years, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at Vill – Sukharchak, P.O. – Rajbalhat, P.S. – Jangipara, Dist – Hooghly, West Bengal, Pin – 712408, Here in after called the **SECOND PART** (Which expression shall unless excluded by or repugnant to the context be deemed and to mean his Legal Heirs, executors, representative, Administrator Assigns)



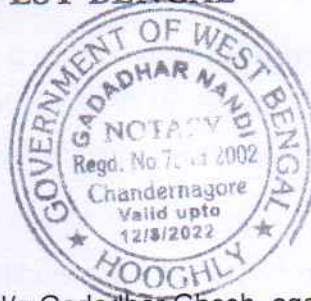
GADADHAR RAJ  
Notary  
Regd. No. 75 of 2002  
CHANDERNAGORE  
HOOGHLY

12 MAY 2021



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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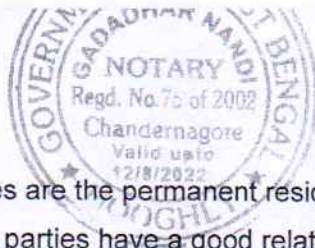
SRI DIPANKAR GHOSH d/o Gadadhar Ghosh, aged about 40 years, by faith Hindu, by occupation – Service, by Nationality – Indian, residing at Vill – Sukharchak, P.O. – Rajbalhat, P.S. – Jangipara, Dist – Hooghly, West Bengal, Pin – 712408, Here in after called the THIRD PART (Which expression shall unless excluded by or repugnant to the context be deemed and to mean his Legal Heirs, executors, representative, Administrator Assigns)

A N D

SRI SANTANU GANGULY s/o Sunil Ganguly, aged about 37 years, S by faith Hindu, by occupation – Service, by Nationality – Indian, residing at Vill – Kaparpur, P.S. – Jangipara, Dist – Hooghly, Pin – 712404, Here in after called the FOURTH PART (Which expression shall unless excluded by or repugnant to the context be deemed and to mean his Legal Heirs, executors, representative, Administrator Assigns)

  
GADADHAR NANDI  
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Whereas all the parties are the permanent residents of their above mentioned addresses and all the parties have a good relationship between each other and in pursuance of present Government notification the aforesaid parties to this Reconstruction Indenture on other to have their functions as partners more fully described in this Re-construction of Partnership Deed and to avoid future litigation and disputes between them have agreed between themselves to other the terms and condition of the present partnership since verbally agreed and hereinbefore acted upon in good faith. In this Re-construction of Partnership deed First Part and Second Part Joining as Fresh Partner from 1<sup>st</sup> February 2021 and Third Part and Fourth Part will be Continuing Partners and this new Partnership Deed is the Continuation of the First Deed of MODERN made on 1<sup>st</sup> April 2014 and Notarised on 18<sup>th</sup> December 2015 with Serampore Court, Hooghly.

**NOW THIS INDENTURE WHTNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-**

- 1) That the partnership business shall be carried under the name and style "MODERN" situated at Vill & PO Jangipara, Dist Hooghly, Pin 712404, West Bengal and it shall be deemed to have commences on and form 1<sup>st</sup> day of February, 2021

This deed of partnership is executed on 1<sup>st</sup> day of February, 2021 between the above named partners.

- 2) That the Firm shall carry on business of all types of X-ray, Pathology, and other after getting the said License from the competent authority and the principal place of the said business shall be located at Vill & PO Jangipara, Dist Hooghly, Pin – 712404, being its Plot no.459, Khatian no.3253, Mouza Krishnnagar, J.L. No. 56 under Police Station Jangipara in the District of Hooghly in the State of west Bengal which is present holded and possessed and owned by fourth partner namely SRI DIPANKAR GHOSH s/o Gadadhar Ghosh of Vill – Sukharchak, P.O. – Rajbalhat, P.S. – Jangipara, Dist – Hooghly, Pin 712408.

  
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- 3) That the accounting year of business will be April to March.
- 4) That the space of the Business place has to decorated by all partners means cost of decoration will be distributed among the all partners.
- 5) That the present the all parties are the owner and holder of all the equipments in respect of running and continuing the said business and list of all the equipment are annexed herewith i.e., along with this Deed of Partnership which will be treated as part and partial of this deed of partnership business, which is amounting Rs.1,30,54,000/= (Rupees one crore thirty lakhs fifty four thousand only) and as because the capital of the Partnership Firm will be Rs.1,30,54,000/= (Rupees one crore thirty lakhs fifty four thousand only) only which will be contributed as details below.

1 <sup>st</sup> Party	Rs. 52,21,600/=
2 <sup>nd</sup> Party	Rs. 52,21,600/=
3 <sup>rd</sup> Party	Rs. 13,05,400/=
4 <sup>th</sup> Party	Rs. 13,05,400/=

- 6) The profit & loss sharing ratio will be as per details below:-

1 <sup>st</sup> Party	40%
2 <sup>nd</sup> Party	40%
3 <sup>rd</sup> Party	10%
4 <sup>th</sup> Party	10%

- 7) That the partners of the firm shall be entitled to open a Bank A/c in any Nationalised Bank that the said Bank A/c will be operated by the parties jointly.

  
**GADADHAR MANDAL**  
Notary  
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8) (i) **Nature** – X-Ray, USG, Pathology, Poly Clinic, ECG, Echos & Others

**List of Machinery – Enclosed Annexure**

**Premises details:** Room – Dag No - 459, Mouza – Krishnanagar, Khatian No – 3253, J.L. No – 56,

ii) The ceiling limit of remuneration payable to the partners shall be cancelled at percentage of the income of each accounting period in the following manner:-

	<b>Total Remuneration of Partners not to exceed</b>
a) In respect of Income upto Book Profit Rs.300000/= or loss	Rs.150000/= or 90% of the profit whichever is more
b) In respect of next Profit	at the rate of 60%

iii) For the purpose of above calculation income other than capital gain on long-term capital shall be computed as defined in explanation 3 to section 40(b) of the income tax act, 1961 or any other applicable provisions as may be force for the Income Tax Assessment of the partnership firm for the relevant accounting period.

iv) The above partners may agree to lower remuneration or agree not to take any remuneration as may be decided by and between the parties from time to time.

09) That the partner's personal account shall be recorded in the ledger synonymous to khatian of the partnership business and all personal transaction of each individual partner with the firm shall be entered there.

10) That after the final closing of the accounting year the net profit or loss to be entered in the capital account of each individual partner either credited or debited as the case may be.

11) That for the progression of the firm if the bank over draft loan any hypothecation from any schedule bank/banks are required the same shall be made by the consent in writing of all partners.

  
**GADADHAR NANDI**  
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- 12) That the partners hereof shall diligent and honestly employ themselves in the partnership business and prompts to the powers and benefits and advantages thereof.
- 13) That all partners should punctually his/her separate debts and indemnify to other partner regarding full information and truthful explanation at all matters relating to the affairs of the firm.
- 14) That the partners without any consent none will lend any more in the firm and will enter any bond stand surety involving the aforesaid firm.
- 15) That no partner shall be able to dispose or transfer or charges his/ her interest or part thereof in the partnership assets by way of sale, mortgage or otherwise.
- 16) That in case of either partner being adjudicated involvement he/she will loss all his/her rights, title and interest in the property of the firm 1<sup>st</sup> business immediately on such order of adjudication being passed against him/her.
- 17) That all the matters not provided herein the provision of the Indian Partnership Act IX of 1932 should come into force and also time of statutory amendments and modification shall also be enforced up to this deed of partnership.
- 18) That any of the above terms may be varied, altered or added to by the mutual consent of the partner hereof for the purpose of greater interest of the partners as well as the firm to be expressed in writing or implied from conduct.
- 19) That on partner shall be able to act individually involving this deed of partnership without written consent of other partner.

  
GADADHAR NANDI  
Notary  
Regd. No. 78 of 2002  
CHANDERNAGORE  
HOOGHLY

12 MAY 2021



IN WITNESS WHEREOF the parties to those presents hereunto have set and subscribed their hands and seals on the day, month and year first above written.

Signed sealed and delivered

By the above mentioned:


1) Smt Sikha Ganguly (1<sup>st</sup> Party) Sikha Ganguly.

2) Smt Soumita Ghosh (2<sup>nd</sup> Party) Soumita Ghosh.


3) Sri Dipankar Ghosh (3<sup>rd</sup> Party) Dipankar Ghosh.

4) Sri Santanu Ganguly (4<sup>th</sup> Party) Santanu Ganguly.

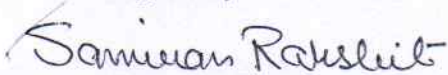
Witness:

  
1. **GADADHAR NANDI**  
Notary  
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CHANDERNAGORE  
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2.

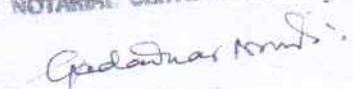
Drafted and indentified by me:

  
Advocate

Typed By:



INSTRUMENT IS REFERRED TO  
THE NOTARIAL CERTIFICATE

  
Gadadhar Nandi  
NOTARY

12 MAY 2021