SL-171/16

IV - 57/2016.

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 176752

Q-1-9457/2016

M/s. THE JUPITOR
Partner

M/s. THE JUPITOR
Partner

21/1/16

G. Saha Adv.

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 21st DAY OF JANUARY, 2016.

~: BETWEEN :~

CERTIFIED THAT THE DOCUMENT HAS BEEN ADMITTED TO REGISTRATION. THE SIGNATURE SHEET AND THE ENDORSEMENT SHEETS ATTACHED TO THIS DOCUMENT ARE THE PART OF THIS DOCUMENT

ADDL. DIST SUB-REGISTRAR
SILIGURI - I

21/1/2016

NON JUDICIAL STAMP

Sl. No. 596 Dated 08/01/16

Name M/s The Fusion

of Siliguri

Value Rs. 100/- ...(Rupees One hundred only)

BIKRAM PAUL
GOVT. STAMP VENDOR
SILIGURI COURT
LNO - 171/RM OF 2015

S/o- Naresh mentee
Ad- Sreedam Nayak
Subhash Pally, Siliguri

Seal of the Additional District Sub-Registrar of Siliguri-I, Dist. Darjeeling

Addl. Dist. Sub-Registrar
Siliguri-I, Dt. Darjeeling

21 JAN 2016

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

M/s. THE JUPITOR
Partner

M/s. THE JUPITOR
Partner

S 436647

SRI SHYAMAL BISWAS (PAN – AMPPB1319A), Son of Late Ranjit Kumar Biswas, Indian by Nationality, Hindu by religion, Business by occupation, resident of S.N.T. Godown Road By Lane, Ward No.2 of S.M.C., P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, PIN – 734003, in the State of West Bengal – hereinafter called the **FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART**.

AND

SMT. ANINDITA GHOSH (BISWAS) (PAN – AYLPG4934C), Wife of Sri Shyamal Biswas, Indian by Nationality, Hindu by religion, Business by occupation, resident of S.N.T. Godown Road By Lane, Ward No.2 of S.M.C., P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, PIN – 734003, in the State of West Bengal – hereinafter called the **SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, administrators, successors, legal representatives and assigns) of the **OTHER PART**.

Adv.

M/s. THE JUPITOR
Partner

M/s. THE JUPITOR
Partner

WHEREAS the parties hereto of the aforesaid **FIRST** and **SECOND PARTIES** have agreed to carry on business of **"Purchasing and Selling of land and also construction as a Developers / Builders"** in Partnership under the name and style of **"M/S THE JUPITOR".**

AND WHEREAS to avoid future disputes, differences and complications, the parties hereto have decided to reduce in writing the terms and conditions of the partnership firm / business.

NOW THIS DEED OF PARTNERSHIP witnesseth as follows: -

01. FIRM NAME: -

That the name and style of partnership Business shall be **"M/S THE JUPITOR".**

02. COMMENCEMENT, DURATION AND OFFICE: -

(i) That the Partnership business shall be deemed to have commenced with effect from 15th day of May, 2015.

(ii) That the partnership shall be one at WILL.

(iii) That the principle place of business of partnership shall be at S.N.T. Godown Road By Lane, Ward No.2 of S.M.C., P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, PIN – 734003, in the State of West Bengal. The partners mutually agreeing open / close branch office/s and may mutually agreeing shift the principal place of business from time to time.

G. Sahu
Adv.

03. BUSINESS: -

That the business of the partnership shall be mainly for **"Purchasing and Selling of land and also construction as a Developers / Builders"** and shall carry on other business/es as may be decided on mutual consent of the partners in future.

M/s. THE JUPITOR
Partner

M/s. THE JUPITOR
Partner

04. CAPITAL AND FUNDS: -

THAT the First Party is invested the sum of Rs.75,000/- and the Second Party is invested the sum of Rs.25,000/- as capital of the partnership business shall be contributed both the partners in the following ratio: -

FIRST PARTY	-	75%
SECOND PARTY	-	25%

That the partners for and on behalf of the firm shall be entitled to raise loan for the purpose of partnership business from any Bank, Financial Institution, Central or State Government, private parties with mutual consent of all the partners.

05. ACCOUNTS: -

(i) That the account of the partnership firm shall be adjusted annually on 31st of March, each year or on any other interval or period when the profit or loss, as the case may be, shall be ascertained and divided both the partners according to their share mention elsewhere in this deed.

(ii) That all papers and documents of the partnership business shall be kept at the places of business of the firm and both the partners shall at all reasonable time be entitled to inspect or take copies or extracts thereof.

06. BANK ACCOUNT: -

G. Sato
Adv.

That the bank account or accounts of the partnership firm / business shall be opened with any Nationalised bank or Banks and such account or accounts shall be operated any one partner or in such manner as may be decided by them from time to time.

M/s. THE JUPITOR
Partner

M/s. THE JUPITOR
Partner

07. PROFIT / LOSS OF THE FIRM: -

That the profit or loss determined at the end of every year shall belong to and be borne by the partners in the following manner, that is to say

FIRST PARTY	-	75%
SECOND PARTY	-	25%

08. RIGHT CLAUSE / FORBIDDEN CLAUSE: -

(I) That each partner shall be entitled: -

(a) To carry on the partnership business and to do and execute all acts and deeds on behalf of the partnership.

(b) To employ, dismiss, degrade of promotion servant or agent of the firm.

(c) To submit any dispute to the business of the firm to arbitration.

(d) To represent the firm before the Sales Tax, Income Tax Authorities and other Central or State Government Offices and Authorities and to appoint Agents and Attorneys and to fix up their remuneration and execute agreements, other papers and documents, necessary to carry on the business of the partnership firm to collect payment from any Govt. or other department and/or private party and to give valid receipt therefore.

(e) To apply for all papers and documents including tender papers for and on behalf of the partnership firm, to sign and submit them, to negotiate/settle rates, to supply goods, to execute works, to receive payments & departmental materials, and to do.

G. Sahu
Adv.

M/s. THE JUPITOR
Partner

M/s. THE JUPITOR
Partner

(f) All incidental matters in connection with above with any authority on firm's behalf.

(g) To compromise or settle any dues to the partnership and grant discharge therefore.

(II) That the partners shall be entitled to carry on business of similar nature either as proprietorship concern or in partnership with others or in any other manner, whatsoever, without any objection of other partner/s.

(III) That the partners shall be just and faithful to each other and shall work for the best interest of the partnership business.

(IV) That each partner shall punctually pay and discharge his / her separate debts and liabilities and shall keep the firm and it's properties effectually indemnified against the same.

(V) That each partner shall at all times give to the other partner/s the true information and faithful explanation of all matters relating to the partnership business.

(VI) That no partner without the consent of the other partner/s shall: - goods or effect of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of partnership.

(a) Enter into any bond or become bail or surety or security with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized, attached or entered or taken into execution.

M/s. THE JUPITOR
Partner

M/s. THE JUPITOR,
Partner

09. OTHER EXPENSES, IF ANY: -

That all type of expenses and taxes, fees, electric expenses, telephone expenses, freight, fooding, labour, staff etc. in respect of business of firm and space premises or to its customers shall be borne by the firm.

10. RETIREMENT / DISSOLUTION: -

(i) That if any partner is willing to retire from the firm he / she may do so by giving two months notice in writing to the other partner and in such event the remaining partner may either carry on the business as proprietorship or reconstitute the firm in any manner, he / she likes.

(ii) That on the death of any partner during continuance of the present partnership, the surviving partner shall be entitled to continue the business of the firm in partnership by taking into the heir or heirs or legal representative or representatives of the deceased partner, as partner.

In case the legal heir/s or preventative/s is/are not so wiling, the surviving partner shall be entitled to carry on the business of the firm by reconstituting the same in any manner, they like.

11. OTHER GENERAL CLAUSES: -

(i) That any of the clauses as referred to herein above may be altered and / or amended with the mutual consent of the partners.

(ii) Save as aforesaid, the provisions of the Indian Partnership Act, 1932 as it stands amended, revised, modified from time to time shall govern this Partnership.

Adv.

IN WITNESSES WHEREOF, both the parties have hereto set and subscribed their respective hands on this the day, month and year first above written.

WITNESSES: -

1) Sujit Mantee
S/o. Naresh Mantee
Ad - Ibrahim Nagar
Subash Pally, Siliguri

2) Hiridam Nag
S/o Bejoy Nag
R/o P.O: Ibrahim Nagar.
P.S: Bagdogra.
Siliguri - 734003

M/s. THE JUPITOR
Partner

Signature of the First Party

M/s. THE JUPITOR
Anindita Ghosh Business
Partner

Signature of the Second Party

Drafted by me as per instruction of the parties, readover & explained by me and printed in my office.

Goutam Sahu
Advocate / Siliguri
Enrolment No. F-1322/1283 of 1996

FIRST PARTY

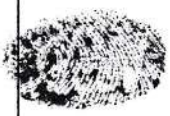
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

M/s. THE JUPITOR

Partner

Signature with date

SECOND PARTY

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Amindilā Ghosh Biswas

M/s. THE JUPITOR

Amindilā Ghosh Biswas

Partner

Signature with date

Seller, Buyer and Property Details

A. Partner & Details

Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Shri Shyamal Biswas Son of Late Ranjit Kumar Biswas S N T Godown Road Bye Lane, Ward No- 02, Siliguri, P.O:- Pradhan Nagar, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003	 21/01/2016 12:51:29 PM	 LTI 21/01/2016 12:51:34 PM
		Shyamal Biswas 21/01/2016 12:51:55 PM	

Partner Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Shri Shyamal Biswas Son of Late Ranjit Kumar Biswas S N T Godown Road Bye Lane, Ward No- 02, Siliguri, P.O:- Pradhan Nagar, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Individual; Date of Execution : 21/01/2016; Date of Admission : 21/01/2016; Place of Admission of Execution : Office	 21/01/2016 12:51:29 PM	 LTI 21/01/2016 12:51:34 PM
		Shyamal Biswas 21/01/2016 12:51:55 PM	

Partner Details			
SL No.	Name, Address, Photo, Finger print and Signature		
2	Smt Anindita Ghosh Biswas Wife of Shri Shyamal Biswas S N T Godown Road Bye Lane, Wrad No- 02, Siliguri, P.O:- Pradhan Nagar, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Individual; Date of Execution : 21/01/2016; Date of Admission : 21/01/2016; Place of Admission of Execution : Office	 21/01/2016 12:52:05 PM	 LTI 21/01/2016 12:52:18 PM
		Anindita Ghosh Biswas 21/01/2016 12:52:39 PM	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Sujit Maitra Son of Shri Naresh Maitra Bagrakote, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	Shri Shyamal Biswas, Smt Anindita Ghosh Biswas	 21/01/2016 12:52:57 PM

C. Transacted Property Details

D. Applicant Details

Details of the applicant who has submitted the requsition form	
Applicant's Name	G Roy
Address	Siliguri,Thana : Siliguri, District : Darjeeling, WEST BENGAL
Applicant's Status	Advocate

Office of the A.D.S.R. SILIGURI, District: Darjeeling

Endorsement For Deed Number : IV - 040200062 / 2016

Query No/Year	04021000009457/2016	**Serial no/Year**	0402000171 / 2016
Deed No/Year	IV - 040200062 / 2016		
Transaction	[4201] Partnersip, Partnership		
Name of Presentant	Shri Shyamal Biswas	**Presented At**	Office
Date of Execution	21-01-2016	**Date of Presentation**	21-01-2016
Remarks			

On 21/01/2016

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 46A of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 12:30 hrs on : 21/01/2016, at the Office of the A.D.S.R. SILIGURI by Shri Shyamal Biswas , one of the Executants.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 21/01/2016 by

Shri Shyamal Biswas, Son of Late Ranjit Kumar Biswas, S N T Godown Road Bye Lane, Ward No- 02, Siliguri, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, By caste Hindu, By Profession Business
Indetified by Mr Sujit Maitra, Son of Shri Naresh Maitra, Bagrakote, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, By caste Hindu, By Profession Business

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 21/01/2016 by

Smt Anindita Ghosh Biswas, Wife of Shri Shyamal Biswas, S N T Godown Road Bye Lane, Wrad No- 02, Siliguri, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, By caste Hindu, By Profession Business
Indetified by Mr Sujit Maitra, Son of Shri Naresh Maitra, Bagrakote, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, By caste Hindu, By Profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 150/- and Stamp Duty paid by Stamp Rs 150/-

Description of Stamp

1. Rs 10/- is paid on Court Fees.
2. Rs 100/- is paid on Impressed type of Stamp, Serial no 596, Purchased on 08/01/2016,Vendor named B Paul.
3. Rs 50/- is paid on Impressed type of Stamp, Serial no 597, Purchased on 08/01/2016,Vendor named B Paul.

(Amitabha Acharya)
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 0402-2016, Page from 1052 to 1072

being No 040200062 for the year 2016.

Digitally signed by AMITABHA ACHARYA
Date: 2016.01.21 20:27:30 +00:00
Reason: Digital Signing of Deed.

Acharya

(Amitabha Acharya) 21/01/2016 20:27:29
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
West Bengal.

(This document is digitally signed.)