

653/23

IV - 12/2023

# भारतीय गेरन्यायिक

## एक सौ रुपये

₹. 100

Rs. 100

## ONE

# HUNDRED RUPEES



## सत्यपेद जयते

# भारत INDIA

# INDIA NON JUDICIAL

The document is annexed to the registration of the endorsement sheet.

# পশ্চিমবঙ্গ পাসিপ্রম বিন্দাল WEST BENGAL

AM 263930

Registrar, Malda  
U/s 7(2) of the Registration Act.

6 JAN 2023

A. Nitu Mandat De

## 2. Sima Pow

3 Mousumi Bhowmik

4. Sayed Kaiser Ussan

5. Janur Kumar Rao

## DEED OF PARTNERSHIP

**THIS DEED OF PARTNERSHIP** is made on this 13th January, 2023.

## BETWEEN

NITU MANDAL DE, PAN-BLKPD6629N, wife of Dipankar De, resident of  
Boxinagar, Barui para, P.O. Aiho, P.S. Habibpur, Dist. Malda, PIN - 732121,

Sheafed by  
Biggs  
Moore

Page No.-1



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AG 318870

1. Nitu Mandal
2. Sima Paul
3. Mousumi Bhawmik
4. Sayed Kaiser Ussan
5. Janur Kumar Das

by faith-Hindu, by profession-Business, (hereinafter referred "FIRST PARTY" which expression shall, unless repugnant to the context and meaning include his heirs, successors, administrators and assigns) of the FIRST PARTY.

1. Nitu Mandal De  
 2. Sima Paul  
 3. Mousumi Bhowmik  
 4. Sayed Kaizer USSAN  
 5. Tarun Kumar Das

**SIMA PAUL**, PAN-AZYPP1014G, wife of Swapan Kumar Paul, resident of 0137 Krishnakalitala (Angsho), P.O. Makdumpur, P.S. English Bazar, Dist. Malda, PIN – 732103, by faith-Hindu, by profession-Business, (hereinafter referred “SECOND PARTY” which expression shall, unless repugnant to the context and meaning include her heirs, successors, administrators and assigns) of the **SECOND PARTY**.

**MOUSUMI BHOWMIK**, PAN-EFDPB9669Q, daughter of Manga! Kumar Bhowmik, resident of Dhaldighi, Uttarpara, P.O. & P.S. –Gangarampur, Dist. Uttar Dinajpur, by profession-Business, (hereinafter referred “THIRD PARTY” which expression shall, unless repugnant to the context and meaning include his heirs, successors, administrators and assigns) of the **THIRD PARTY**.

**SAYED KAIZAR USSAN**, PAN AEOPU1078G son of Sayed Merajuddin, resident of Talgram, P.O. Talgram hat, P.S. Harishchandrapur, Dist. Malda, PIN – 732125, by faith-Muslim, by profession-Business, (hereinafter referred “FOURTH PARTY” which expression shall, unless repugnant to the context and meaning include his heirs, successors, administrators and assigns) of the **FOURTH PARTY**.

AND

**TARUN KUMAR DAS**, PAN-ADBDP1498B, son of ~~4~~Dinabandhu Das, resident of Gour Rpad, P.O Makdumpur, P.S.English Bazar, Dist. Malda, PIN – 732103, by faith-Hindu, by profession-Business, (hereinafter referred “FIFTH PARTY” which expression shall, unless repugnant to the context and meaning include his heirs, successors, administrators and assigns) of the **FIFTH PARTY**.

All are Indian citizen.

1. Nihu Mandal De  
2. Simon Paul  
3. Moromni Bhowmik  
4. Sayed Kaiser Usqan  
5. S. Janan Kumar Das

WHEREAS the parties of this 1<sup>st</sup> part, 2<sup>nd</sup> part, 3<sup>rd</sup> part, 4<sup>th</sup> part and 5<sup>th</sup> part, of this DEED OF PARTNERSHIP intend to start a business of Contractory, Development of Land & Building, Construction of Residential Building, Flats and Real Estate Business and all the parties are agreed to do their business in joint venture and a fund is required and for Create the fund of business and the parties of this Deed of Partnership agreed to invest some amount and the terms and conditions of the investment is required to reduce in writing, and the terms and conditions as mutually agreed to by them and to avoid future disputes, miss understanding and complications the parties to this deed above decided to reduce in writing the terms and conditions witnesses as follows :- The name of the firm will be **JAY BABA BISWAKARMA BUILDERS** under Partnership and its office will be at Abhirampur, P.O. Mokdumpur, P.S. English Bazar, Dist. Malda. Pin 732103.

WHEREAS the said above parties i.e. THE FIRST PART, SECOND PART, THIRD PART, FORTH PART AND FIFTH PART, to this Deed in order to have function more fully described in a Deed of Partnership in order to safe guard their respective rights, liabilities against and future misunderstanding or dispute among themselves or their successors in interest whether during the continuance of the partnership and at the determination of partnership have agreed to record the terms & conditions in the following manner;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1) That the Business shall be carried as under the name & Style of **JAY BABA BISWAKARMA BUILDERS** under Partnership and its office will be at Abhirampur, P.O. Mokdumpur, P.S. English Bazar, Dist. Malda. Pin 732103 unless removed to some other place with the common consent of the parties hereto.

1 Nitu Mandal De  
2 Sima Paul  
3 Mousumi Bhowmik  
4 Sayed Kaiser Ussan  
5 Jaius Kumar Das

- 2) That the business shall be that of Contractory, Development of Land & Building, Construction of Residential Building, Flats, Real Estate Business etc. and such other business or business in addition to or in substitution of the said business as may be mutually agreed between the Parties from time to time.
- 3) That the Firm may open branch or branches at any place or places under any name and style as may be mutually agreed upon by the Parties hereto but all such branches shall always be under control of Head Office at C/o. Apollo Clinic Building, Abhirampur. B.G.Road, P.O. Mokdumpur, P.S. English Bazar, Dist.- Malda. Pin 732103.
- 4) That the Partnership shall be always deemed to have commenced with effect from 10/01/2023 and each partner of this Deed of Partnership invested Rs. 3,00,000 (Three Lakhs) and the total capital of the farm is Rs.15,00,000 (Fifteen lakhs).
- 5) That the books of accounts of the Partnership shall be maintained according to the English Financial Year i.e. commencing on 1<sup>st</sup> day of April and ending on 31<sup>st</sup> day of March next.
- 6) That the Net Profit or Loss or unabsorbed depreciation computed after deducting all business expenses depreciation etc. (including interest and remuneration paid to the Partners in accordance with the terms of this DEED) shall be divided and distributed between the Partners on the close of the Financial Year in the following proportion notwithstanding anything contained in the Income Tax Act, 1961 as amended for the assessment of the Income of the Firm its Partners –

(1)	<b>NITU MANDAL DE</b> (FIRST PART)	-	20 %
(2)	<b>SIMA PAUL</b> (SECOND PART)	-	20 %
(3)	<b>MOUSUMI BHOWMIK-</b> (THIRD PART)	20 %	

1. Nitu mandal Dey

2. Sima Paul

3. Mousumi Bhowmik

4. Sayed Kaizer Ussan

5. Tarun Kumar Das

(4) **SAYED KAIZAR USSAN** - 20 %  
(FORTH PART)

(5) **TARUN KUMAR DAS** - 20 %  
(FIFTH PART)

7) That the Bank of the Partnership shall be such Nationalized Bank and Private Bank or Banks as the Partners from time to time agree upon. The Bank accounts shall be operated in the Firm's name by (1) Nitu Mandai Dey, (2) Tarun Kumar Das and (3) Mousumi Bhowmik of the Firm.

8) That in case of death of any Partner his / her legal heirs may be taken in place of demised Partner and the representative as selected by such legal heirs shall represent the Firm to all intents and purpose. In case the legal heirs want to retire from business the remaining Partner may run the business under new Partnership.

9) That all the Partners of the Firm under their individual signature as Partner shall be entitled to draw all cheques, hundies, bills of exchange, draft bills, promissory notes, purchase Tender Forms and submit tender forms and all other negotiable instruments on behalf of the Firm in all Government Treasury or Banks. All the Parties of this DEED will be entitled to encash cheque or to take overdrafts or to take loans on pledge of goods or house properties or any other securities and if any loan is to be taken from any Financial Institution / Bank, then any of the Partner can mortgage his / her property as security for payment of loan. But in case of default in making repayment of loan with interest all the Partners shall also be jointly or severally liable for the said loan with interest to the said Financing Institution or Bank.

10) That any of the Partners shall be entitled to do or transact any business in his own individual name or obtaining Licence in his name or any business

1. Nitu Mandal De  
 2. Sima Paul  
 3. Mousumi Bhawnik  
 4. Sayed Kaiser Usman  
 5. Jorun Kumar Das

and all such business will be construed as his own business of partner or any part of aforesaid business can be taken up by the Firm.

- 11) That in respect of execution of Deed of Sale or any kind of transfer deed on behalf of the firm, that will be execute by all the Partners who will be available at the relevant point of time on behalf of other Partners.
- 12) That the Capital of Partners invested in the business of the firm shall be reflected in the books of accounts of the firm. Simple interest restricted to 06% (Six percent) per annum may be payable to the Partners on the amount standing to the credit of the accounts of the Partners in the Books of the Firm.
- 13) That Parties hereto above of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Parts have agreed to keep themselves actively engaged in conducting the affairs of the business of the Partnership Firm as WORKING PARTNERS. It is hereby agreed that in consideration of the Parties of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Parts working in the Partnership, they shall be entitled to remuneration.

In case of Book Loss, the Partners shall not be entitled to get remuneration here "Book Profit" means the Net Profit as shown in the profit and Loss Account for the relevant previous year, computed in the manner laid down in Chapter-IV-D of the Income Tax Act, 1961 as increased by the aggregate amount of the remuneration paid or payable to all the Partners of the Firm if such amount has been deducted while computing the Net Profit.

Total remuneration shall be distributed between the said WORKING PARTNERS in the following proportion:

(1) <b>NITU MANDAL DE</b> (FIRST PART)	-	20 %
(2) <b>SIMA PAUL</b> (SECOND PART)	-	20 %

1. Nitu Mandal De  
 2. Sima Paul  
 3. Mousumi Bhowmik  
 4. Sayed Kaizer Usman  
 5. Tarun Kumar Das

(3) **MOUSUMI BHOWMIK** - 20 %  
 (THIRD PART)

(4) **SAYED KAIZAR USSAN** - 20 %  
 (FORTH PART)

(5) **TARUN KUMAR DAS** - 20 %  
 (FIFTH PART)

Such remuneration shall be calculated at the close of the accounting year and shall be credited to the account of each WORKING PARTNER. The WORKING PARTNERS shall be entitled to withdraw out of remuneration for their personal needs from time to time.

14. That the partners may by mutual agreement can take loans also from the West Bengal Financial Corporation or from any Scheduled Bank / Co-operative Bank in India and if any mortgage if necessary to obtain such loans, then terms and conditions as stated in Para 10 shall prevail.

15. That the Partnership sha'l be at WILL. In case of retirement of any Partner, the retiring Partner serve a notice at least 30 (thirty) days before the produced date of retirement upon the remaining Partners expressing his clear intention of retirement.

16. That in case of DISSOLUTION of the Firm the GOODWILL of the Firm shall always remain with the Partners who will carry on the business under the same name and style with the c use it of the other Partners and the other Partners shall get only their share in capital and the excess, if any, shall be distributed amongst the Partners as per their Profit sharing ratio.

17. That any of the Parties may represent himself/herself on behalf of the Firm in condition with the Partnership affairs or any Licence, Permit in any Government (Central and Provincial) Offices, Civil, Criminal Courts, Revenue Offices, Income Tax, Commercial Taxes, Central Excise, Post Offices,

1. Nitu Mandal De

2. Sima Paul

3. Mousumi Bhawmik

4. Sayed Kaiser Ussan

5. Tarun Kumar Rao

Railways, NHB, DIC, C.M.O.H., Government Treasury etc. in all matters and to do every necessary and lawful acts in behalf of the Firm in good faith.

18. That the Parties shall be just and faithful to one another and shall not do or suffer any thing to be done with may be detrimental to the interest of the Firm.

19. That any of the terms and conditions of the Partnership may be varied and altered by the Partners mutually and they have right to take new Partner or Partners if it be so necessary on agreed 'asis.

20. That any provision not specifically mentioned here-in-before shall be governed by the INDIAN PARTNERSHIP ACT in force.

IN WITNESSES WHEREOF the parties hereto have executed these presents on the day, month and year first above-written.

Signed, sealed and delivered by First part,  
Second part, Third Part, Forth part, Fifth part,  
respectively

In the presence of :

1. Nitu Mandal De

1. HUMAYUN · 8/4  
c/o. Late Dukku Seth  
Borugpara, Mukdumpur (P)  
Malda. W.B - 732103

2. Sima Paul

3. Mousumi Bhawmik

4. Sayed Kaiser Ussan

5. Tarun Kumar Rao

Drafted by:

Bipul Datta, Advocate

Malda Bar Association, Malda.

E.No : WB-671 of 996.

## ADDITIONAL SHEET



Left Hand Finger Prints



Right Hand Finger Prints



স্বাক্ষর : ..... Nitu Mandal .....



Left Hand Finger Prints



Right Hand Finger Prints



স্বাক্ষর : ..... Sima Paul .....



Left Hand Finger Prints



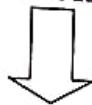
Right Hand Finger Prints



স্বাক্ষর : ..... Mousumi....Bhowmik .....

# ADDITIONAL SHEET

Left Hand Finger Prints



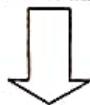
Right Hand Finger Prints



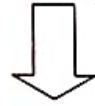
কনিষ্ঠ	অনামিকা	মধ্যমা	তজনী	বৃদ্ধাগুলী	বৃদ্ধাগুলী	তজনী	মধ্যমা	অনামিকা	কনিষ্ঠ

স্বাক্ষর : Sayed...Kaiser...Ussan.....

Left Hand Finger Prints



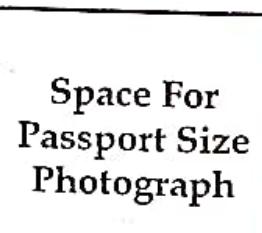
Right Hand Finger Prints



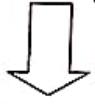
কনিষ্ঠ	অনামিকা	মধ্যমা	তজনী	বৃদ্ধাগুলী	বৃদ্ধাগুলী	তজনী	মধ্যমা	অনামিকা	কনিষ্ঠ

স্বাক্ষর : ...Jasun...K...R...

Left Hand Finger Prints



Right Hand Finger Prints



কনিষ্ঠ	অনামিকা	মধ্যমা	তজনী	বৃদ্ধাগুলী	বৃদ্ধাগুলী	তজনী	মধ্যমা	অনামিকা	কনিষ্ঠ

### Major Information of the Deed

Deed No :	IV-0901-00012/2023	Date of Registration	16/01/2023
Deed No / Year	0901-3000110400/2023	Office where deed is registered	
Query Date	13/01/2023 5:17:13 PM	D.S.R. MALDA, District: Malda	
Applicant Name, Address & Other Details		Bipul Dutta Malda Bar Asso, Thana : English Bazar, District : Malda, WEST BENGAL, PIN - 732101, Mobile No. : 9434323088, Status : Advocate	
Transaction		Additional Transaction	
[4201] Partnership, Partnership			
Set Forth value		Market Value	
Rs. 15,00,000/-			
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 150/- (Article:46A)		Rs. 7/- (Article:E)	
Remarks			

#### Partner Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	<b>Mrs Nitu Mandal De (Presentant)</b> Wife of Mr Dipankar De Executed by: Self, Date of Execution: 13/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office	 16/01/2023	 LTI 16/01/2023	 16/01/2023
Boxinagar, Barui Para, City:- , P.O:- Aiho, P.S:-Habibpur, District:-Malda, West Bengal, India, PIN:- 732121 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: blxxxxxxxx9n, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 13/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office				

Name	Photo	Finger Print	Signature
Mrs Sima Paul Wife of Mr Swapan Kumar Paul Executed by: Self, Date of Execution: 13/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office			<i>Sima Paul</i>

16/01/2023

LTI  
16/01/2023

16/01/2023

0137 Krishnakalitala Angsho, City:- English Bazar, P.O:- Makdumpur, P.S:-English Bazar, District:- Malda, West Bengal, India, PIN:- 732103 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: azxxxxxx4g,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 13/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office

Name	Photo	Finger Print	Signature
Miss Mousumi Bhowmik Daughter of Mr Mangal Kumar Bhowmik Executed by: Self, Date of Execution: 13/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office			<i>Mousumi Bhowmik</i>

16/01/2023

LTI  
16/01/2023

16/01/2023

Dhaldighi, Uttarpara, City:- , P.O:- Gangarampur, P.S:-Gangarampur, District:-Dakshin Dinajpur, West Bengal, India, PIN:- 733124 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: efxxxxxx9q,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 13/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office

Name	Photo	Finger Print	Signature
Mr Sayed Kaizar Ussan Son of Mr Sayed Merajuddin Executed by: Self, Date of Execution: 13/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office			<i>Sayed Kaizer Ussan</i>

16/01/2023

LTI  
16/01/2023

16/01/2023

Talgram, City:- , P.O:- Talgram Hat, P.S:-Harishchandrapur, District:-Malda, West Bengal, India, PIN:- 732125 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.: aexxxxxx8g,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 13/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office

Name	Photo	Finger Print	Signature
Mr Tarun Kumar Das Son of Mr Dinabandhu Das Executed by: Self, Date of Execution: 13/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office			<i>Tarun Kumar Das</i>

16/01/2023

LTI  
16/01/2023

16/01/2023

Gour Road, City:- English Bazar, P.O:- Makdumpur, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: adxxxxxx8b, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 13/01/2023 , Admitted by: Self, Date of Admission: 16/01/2023 ,Place : Office

**Identifier Details :**

Name	Photo	Finger Print	Signature
Humayun Sk Son of Late Dukhu Sekh Durupara, City:- English Bazar, P.O:- Makdumpur, P.S:-English Bazar, District:- Malda, West Bengal, India, PIN:- 732103			Humayun Sk
	16/01/2023	16/01/2023	16/01/2023

Identifier Of Mrs Nitu Mandal De, Mrs Sima Paul, Miss Mousumi Bhowmik, Mr Sayed Kaizar Ussan, Mr Tarun Kumar Das

Endorsement For Deed Number : IV - 090100012 / 2023

5.01.2023

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 : 15A of Indian Stamp Act 1899.

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

Presented for registration at 13:01 hrs on 16-01-2023, at the Office of the D.S.R. MALDA by Mrs Nitu Mandal De , one of the Executants.

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

Execution is admitted on 16/01/2023 by 1. Mrs Nitu Mandal De, Wife of Mr Dipankar De, Boxinagar, Barui Para, P.O: Aiho, Thana: Habibpur, , Malda, WEST BENGAL, India, PIN - 732121, by caste Hindu, by Profession Business, 2. Mrs Sima Paul, Wife of Mr Swapan Kumar Paul, 0137 Krishnakalitala Angsho, P.O: Makdumpur, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732103, by caste Hindu, by Profession Business, 3. Miss Mousumi Bhowmik, Daughter of Mr Mangal Kumar Bhowmik, Dhaldighi, Uttarpara, P.O: Gangarampur, Thana: Gangarampur, , Dakshin Dinajpur, WEST BENGAL, India, PIN - 733124, by caste Hindu, by Profession Business, 4. Mr Sayed Kaizar Ussan, Son of Mr Sayed Merajuddin, Talgram, P.O: Talgram Hat, Thana: Harishchandrapur, , Malda, WEST BENGAL, India, PIN - 732125, by caste Muslim, by Profession Business, 5. Mr Tarun Kumar Das, Son of Mr Dinabandhu Das, Gour Road, P.O: Makdumpur, Thana: English Bazar, , City/Town: ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732103, by caste Hindu, by Profession Business

BENGAL, India, PIN - 732103, by caste Hindu, by Profession Business  
Identified by Humayun Sk, , Son of Late Dukhu Sekh, Duruppara, P.O: Makdumpur, Thana: English Bazar, , City/Town:  
ENGLISH BAZAR, Malda, WEST BENGAL, India, PIN - 732103, by caste Muslim, by profession Others

### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7.00/- ( E = Rs 7.00/- ) and Registration Fees paid by Cash Rs 7.00/-

### Payment of Stamp Duty

**Certified mail required  
Description of Stamp**

Description: Stamp, Type: Court Fees, Amount: Rs.10.00/-, Date of Purchase: 13/01/2023, Vendor name: **1. Stamp: Type: Court Fees, Amount: Rs.10.00/- Date of Purchase: 13/01/2023, Vendor name:**

1. Stamp: Type: Impressed, Serial no 1278, Amo

2. Stamp. Type: Imprint  
Secretary Malda Bar Association Date: 13/01/2023, Amount: Rs 50.00/-, Date of Purchase: 13/01/2023, Vendor name:

3. Stamp: Type: Impressed, Serial

3. Stamp: Type: Impressed, 3mm  
Secretary Malda Bar Association

10

**Sumanta Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. MALDA**  
**Malda, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 0901-2023, Page from 262 to 279

being No 090100012 for the year 2023.



Digitally signed by Sumanta Dhar  
Date: 2023.01.20 11:27:56 +05:30  
Reason: Digital Signing of Deed.

(Sumanta Dhar) 2023/01/20 11:27:56 AM  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. MALDA**  
**West Bengal.**

(This document is digitally signed.)