

রেজিস্ট্রেশনের পর কর্মের বে কোন
বিষয় পরিবর্তন হলে ১৫ দিনের মধ্যে
সিদ্ধি করণের মাধ্যমে কি সহ (নগদে)
কম্পা দেওয়া আইনতঃ বাধ্যতাবদ্ধকৃত

16985

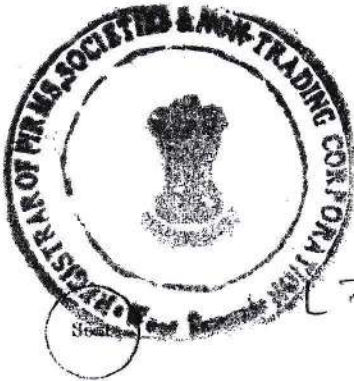
No.

Memorandum.

The Registrar of Firms, West Bengal, hereby acknowledges receipt of the undermentioned document and intimates that it has been filed / recorded / registered pursuant to the Indian Partnership Act, 1932 (Act IX of 1932).

Statement Required for Registration

Form-I Filed on... 31/12/12



M/S D. L. Builders.

176995

KOLKATA,

Dated

24/12/12

20 12

Registrar of Firms, West Bengal.

Attest

M/S. D.L. Builders.

To

M. M. D. H. C. Road,
Dehshahar, near Subah Akshay,
P. O. L. S. Siliguri - 734 004 Dist. Darjeeling

Mukul Kumar Sarkar

B.COM. LLB., Advocate
NOTARY
SILIGURI SUB-DIVISION
(Appointed by Govt. of India)



Residence Cum Chamber :-

Batasi, P.O. Bodrajote,
P.S- Khoribari, Dist :- Darjeeling
Ph :-(0353-2555622)
9434495177, 9832017918

Professional Address :-
Siliguri Sub-Divisional court.
P.O. & P.S Siliguri, Dist. Darjeeling
Ph :- 0353-2435091

Serial No.

Date. 07/07/2015.

Notarial Certificate

(Pursuant to Section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS Shall come I, Sri Mukul Kumar Sarkar duly authorised by the Government of India Practice as a NOTARY do here by verify, authenticate, certify & attest as the execution of the instrument Annexed here to collectively marked 'A' on its being executed, admitted and identified be the respective signatories and as also by Sri / Smt P. Bhattacharjee Advocate, as to the matters contained therein presented before me. Accordingly to that this is to certify, authenticate and attest that the annexed instrument "A" is the":



"An original deed of partnership"

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure to serve and avail as needs or occasions shall or may require for the same.

In faith and testimony whereof being required of a Notary, I the said notary do here by subscribe my hand affix my seal of office at Siliguri/Batashi on this the 7th day of July in the year of Christ 2015.

Mukul Kumar Sarkar
7/15

Mukul Kumar Sarkar
NOTARY
(Govt. of India)
Siliguri / Darjeshi
(Regd. No 5210/2008)



The executentis is / are identified by me :
Identified by me

INSTRUMENT - "A"



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

T 007553



Sawarmal Agarwal
 Sawarmal Agarwal
 Bebe Agarwal

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP MADE ON THIS THE 5TH DAY OF JUNE, 2015

BETWEEN

- 1) SRI SAWARMAL AGARWAL (PAN : AGJPA8405G), Son of Late Banwari Lal Agarwal, by faith Hindu, by occupation business, at present residing at 53, Rani Sati Mandir Road, Ganganagar, P.O. & P.S. Siliguri-734005, in the district of Darjeeling, hereinafter called the "FIRST PARTY" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the "FIRST PART";

Identified by me

Advocate, Siliguri

- More -

Mukul Kumar Sarkar
 7/15
 Mukul Kumar Sarkar
 NOTARY
 (Govt. of India)

102 Date 1.4.2015
PURCHASER BL Builders
Address Siliguri
Total value 100/-
Stamp Purchased from JPG Treasury on 1

JDA
STAMP VENDOR
(JAYA DAS)
Licence no 1 of 99-2000
Addl. BSR Office, Raiganj, Jalpaiguri

102-100-00, one hundred only

on y l best/ines:
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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

R 295293

AND

2) SRI DALURAM AGARWAL (PAN : ACYPA4109L), Son of Late Banwari Lal Agarwal, by faith Hindu, by occupation business, at present residing at 53, Rani Sati Mandir Road, Ganganagar, P.O. & P.S. Siliguri-734005, in the district of Darjeeling, hereinafter called the "**SECOND PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the "**SECOND PART**";

AND

3) SMT. BELA AGARWAL (PAN : ACCPA3281B), Wife of Sri Sawar Mal Agarwal, by faith Hindu, by occupation business, at present residing at 53, Rani Sati Mandir Road, Ganganagar, P.O. & P.S. Siliguri-734005, in the district of Darjeeling, hereinafter called the "**THIRD PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representatives, administrators and assigns) of the "**THIRD PART**";



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Advocate, Siliguri

- MORE -

Mukul Kumar Sarkar
 NOTARY
 (Govt. of India)
 Siliguri / Darjeeling

1) Sawar Mal Agarwal, 2) Daluram Agarwal, 3) Bela Agarwal

SL No. 103 Date 1.7.2015
PURCHASER B.L Builders
Full Address Siliguri
Total value 50
Stamp Purchased from JPG Treasury on 1.....

J.D.
STAMP VENDOR
(JAYA DAS)
Licence no-1 of 99-2000
Add. BSR Office, Raigani, Jalpaiguri

103-50-00 Fifty only





AND

Savitri Agarwal

Daluram Agarwal

Bela Agarwal

WHEREAS the parties hereto along with Smt. Sarita Agarwal, wife of Sri Daluram Agarwal have been carrying on business as Builder, Developer, Contractor etc. in their partnership in the name & style as **M/S B.L. BUILDERS**, under their Deed of Partnership dt. 18TH August, 2014;

AND WHEREAS the aforesaid Smt. Sarita Agarwal expired on 04.06.2015;

AND WHEREAS the accounts up to the death of Smt. Sarita Agarwal has been agreed, settled and finalized between partners and her legal heirs;

AND WHEREAS the remaining partners (partners hereto) have decided to continue their partnership and partnership business;

AND WHEREAS the parties hereto have decided to have a fresh a terms and conditions of their partnership to avoid as far as possible misunderstanding and unpleasantness in future to have a proper and duly executed "**DEED OF PARTNERSHIP**" containing all those terms and conditions as now mutually agreed upon by and between the parties in relation to the said Partnership business;

NOW THIS INDENTURE WITNESSETH that the parties above-named mutually with one another covenanted and agreed to become partners and have become partners of the said business upon and subject to the followings:-

TERMS AND CONDITIONS

01) NAME AND ADDRESS OF THE FIRM :

That the name & style of Partnership firm shall be **M/s B.L. BUILDERS**, but the partners may change, add, delete and/or modify the name with mutual consent.

02) COMMENCEMENT, DURATION AND OFFICE :

- i) That the partnership business shall always be deemed to have commenced on and from 5th June, 2015.
- ii) That the partnership shall be "AT WILL".
- iii) That the Principal place of business of Partnership firm shall be at 53, Rani Sati Mandir Road, Ganganagar, P.O. & P.S. Siliguri-734005,, in the district of Darjeeling. The partners mutually agreeing may open/close branch office/s and may change the place of business and/or address of the office with mutual consent from time to time.

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Advocate, Siliguri

Mukul Kumar Sarkar



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Sons of Mr. Agarwal

Dalura Agarwal

Bela Agarwal

03) NATURE OF BUSINESS :

That the business of the firm shall be that of purchase and sale of land and building construction/promoting/developing of building/flats and selling out the same etc. The Partners mutually agreeing may embark upon new lines of business.

04) INVESTMENT, CAPITAL & FUNDS :

i) That the capital of the firm shall be contributed by the parties hereto from time to time as per requirement of the business of the firm and shall be such amount as will appear in the name of partners in the Books of Account of the Firm.

ii) That the firm/partners shall be entitled to raise loan for the purpose of partnership business from any bank, Financial Institution, Central or State Government and/or Private Party, with or without security.

05) ACCOUNTS :

i) That the accounting year of the firm will be the financial year i.e. shall start on 1st April and end on 31st March every year.

ii) That the accounts of the firm shall be adjusted annually on the 31st day of March of each year or on any other interval period when the profit or loss, as the case may be shall be ascertained and divided amongst the partners.

iii) That the Books of Account, if any together with all other papers and documents shall be kept at the place or places of business of the firm and all the partners shall at all reasonable time be entitled to inspect or take copies or extracts thereof.

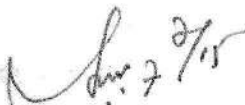
06) OPERATION OF BANK ACCOUNT :

Bank Account or accounts of the partnership may be opened with such bank or banks as the partners may mutually decide from time to time and such account or accounts shall be operated by any one of the partners.

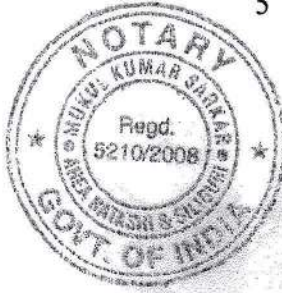
07) INTEREST ON CAPITAL & REMUNERATION :

i) That the interest @ 12% P.A. or such rate/s as may be mutually settled by the partners from time to time in accordance with rate prescribed by section 40(b) of Income Tax Act, 1961 and may enforce in the relevant financial year shall be credited or payable or paid to the partners on the amount standing to the credit of their capital Account. Such interest shall be calculated and credited/paid to the partners at the end of the accounting year or at such earlier date/s as may be mutually settled by the partners. The fact of credit /payment of interest as recorded in the books of account of the firm shall be deemed to be the mutual consent of the parties hereto.

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Mukul Kumar Sarkar
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(Govt. of India)
Siliguri / Darjeeling





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Sawarmal Agarwal
Daluram Agarwal
Bela Agarwal

ii) a) That all parties hereto shall be actively engaged in partnership business and shall be a working partner and entitled to remuneration out of the amount as ascertained as per clause 7(ii)(c) of this deed of partnership in the following manner :-

S.N.	Name	Party	Ratio
1	SRI SAWARMAL AGARWAL	FIRST PARTY	1/3 rd
2	SRI DALURAM AGARWAL	SECOND PARTY	1/3 rd
3	SMT. BELA AGARWAL	THIRD PARTY	1/3 rd

b) The remuneration so agreed to be paid will be accounted for at the end of the year, but the partners are entitled to withdraw the amount towards remuneration to the debit of their account which will be adjusted at the end of the year.

c) The aggregate amount for the purpose of Clause-7(ii)(a) of this deed of Partnership shall be ascertained out of the book Profits subject to following limits :-

- | | |
|--|---|
| i) In case of Loss or nil book profit | NIL |
| ii) on the first Rs. 3,00,000/- of the book profit | Rs. 1,50,000/- or @ 90% of the book profit, which ever is more; |
| iii) on the balance of the book profit | at the rate of 60% |

However, in case of book profit below Rs. 1,50,000/- the book profit itself shall be limit for the purpose of this clause i.e. in no case the amount ascertained under this clause shall exceed the book profits.

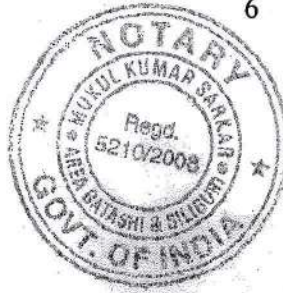
The amount ascertained as per above limits shall, however, also subject to such limits as may be specified for the purpose of section 40(b)(v)(2) of the Income Tax Act, 1961, as amended or as may be amended time to time.

For the purpose of this clause of this deed of Partnership, "Book profit shall have the same meaning as may be defined or explained by Explanation -3 to Section 40(b) of the Income Tax Act, 1961, as amended or as may be amended from time to time.

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Siliguri / Darjeeling



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Sawar Mal Agarwal
Daluram Agarwal
Bela Agarwal

08) PROFIT & LOSS OF THE FIRM :

That profit or loss of the firm after charging interest on capital of the partners and after providing remuneration to the partners, shall be distributed amongst the partners in the following ratio :-

S.N.	Name	Party	Ratio
1	SRI SAWARMAL AGARWAL	FIRST PARTY	1/3 rd
2	SRI DALURAM AGARWAL	SECOND PARTY	1/3 rd
3	SMT. BELA AGARWAL	THIRD PARTY	1/3 rd


09) RIGHT CLAUSE/FORBIDDEN CLAUSE :

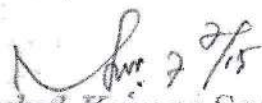
A) That each partner shall be entitled :-

- i) To carry on the partnership business and to do and execute all acts and deeds on behalf of the partnership.
- ii) To employ, dismiss, degrade or promote any employee or agent of the firm.
- iii) To submit any dispute relating to the business of the firm to arbitration.
- iv) To represent the firm before the different Municipal & development Authorities (Corporation, Municipalities and Panchayat etc.) Sales Tax, Income Tax, Authorities or any other Central or State Government Authorities and to appoint Agents and Attorneys and to fix their remuneration and to sign and execute agreements, other papers and documents necessary to carry on the business of the Partnership Firm, to collect payment from any Government or other Department and/or private party and to give valid receipt therefore.
- v) To apply for tender papers/documents to sign and submit them, the negotiate /settle rates, to execute work, to receive payments and to do all incidental matters in connection with above with any Central Government State Government or any other Authority and/or Private party on firm's behalf.
- vi) To compromise or settle any debt due to the partnership and grant discharge therefore.



Identified by me vi)


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Mukul Kumar Sarkar
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(Govt. of India)
Siliguri / Darjeeling)



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Sansen and Daluram
Daluram Agarwal
Bela Agarwal

B) That each partners shall :-

i) Be just and faithfully to each other and shall work for the best interest of the partnership business.

ii) Punctually pay and discharge his separate debts and liabilities and shall keep the firm and its properties effectually indemnified against the same.

iii) At all time give to the other partners the true information and faithful explanation of all matters relating to the partnership business.

iv) Be entitled to sign in all documents, Agreements, Deeds etc. on behalf of the firm.

iv) Not use firm's goodwill and any of the seen and unseen properties of the Partnership firm and or pledge or mortgage the firm's things for the purpose of personal benefits.

vi) Not enter into any bond or be on bail or security or surety 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.



C)

That Sri Daluram Agarwal, partner of second part, in addition to generally of rights or obligation of a partner, is hereby authorised on behalf of the remaining partners of the firm to represent the firm and to sign on behalf of the firm and on behalf of the remaining partners before all authorities who-so-ever.


10) RETIREMENT/DISSOLUTION :

i) That none of the partners shall be entitled to dissolve the partnership but if he/she so chooses, he/she may retire from the partnership by giving two months notice in writing to the other partners of his/her intention to do so. In that event the other continuing partner shall be at liberty to carry on the business under their partnership admitting such other person or persons to the partnership as may be thought fit and proper by them. The retiring party shall execute all such deeds and assurance as may be necessary to cloth the continuing partner to carryout the engagements of the firm.

ii) That on retirement, no partner will be entitled to claim any goodwill, credential etc. of the firm.

iii) That the partnership business shall not stand dissolved on the death/insolvency or other incapacity of any of the partner. The partnership business may be carried on by the surviving partners together with the legal representatives or heirs of the deceased of such out going partner on the same terms and conditions unless otherwise agreed upon between them.

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Advocate, Siliguri


Mukul Kumar Sarkar
NOTARY



iv) That in the event of the retirement of any partner or the legal representative or heir not joining the firm as partner in the circumstances mentioned above, the retiring partner or the legal representatives or heir, as the case may be, shall be entitled to get share of profit upto the date of retirement or the date of happening of event by which the party concerned become incapacitated to continue as a partner and the capital contributed by such outgoing partner as may appear on the books of the firm on the date of such event. Such dues shall be paid within such period and may carry such interest, until repayment as may be determined mutually by the continuing partner/s and the retiring partner/s or such legal representative/s or heir/s, as the case may be.

11) OTHER GENERAL CLAUSE:

i) The if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.

ii) That any of the clauses as referred to hereinabove may be altered and/or amended with the mutual consent of the partners.

iii) 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.

IN WITNESS WHEREOF, the partners hereto have signed this presents on the day, month and year first above written.

SIGNATURE OF THE PARTNERS

WITNESS :-

1) Sonit Agarwal
S/o Dauram Agarwal
Gangaganagar, Siliguri.

1. Sawarmal Agarwal
(SRI SAWARMAL AGARWAL)
(FIRST PARTY)

2) Mohesh Agarwal
S/o Sawarmal Agarwal
Anusit Apartment, M.G.
Road, Khalpara, Siliguri

2. Daluram Agarwal
(SRI DALURAM AGARWAL)
(SECOND PARTY)

3. Bela Agarwal
(SMT. BELA AGARWAL)
(THIRD PARTY)

Drafted and Computer Printed at the office of :-
M/s Agarwal Ramesh & Associates,
Chartered Accountants,
S.P. Mukherjee Road
Siliguri-734005
Phone: 2501492/2502797

Mukul Kumar Sarkar
NOTARY



Identified by me
Bhattacharya
Advocate, Siliguri