

FABULOUS BUILDERS

2769/2012

N. 655



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

M 824154

DEED OF PARTNERSHIP

This DEED OF PARTNERSHIP is made on seventh day of August, Two Thousand Twelve.

BETWEEN

1. **SRI SANDEEP GOYAL**, S/o. Sri Bhagwan Goyal, Hindu by faith, Nationality Indian, Business by occupation, resident of Panjabi Para, P.O. Siliguri, P.S. Bhaktinagar, Dist: Jalpaiguri, in the State of West Bengal ---- HEREINAFTER referred to **FIRST PARTNER / FIRST PARTY** (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs or heiresses, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**.

CERTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION THE SIGNATURE SHEET AND THE ENDORSEMENT SHEET ATTACHED TO THIS DOCUMENT AT ALL



NON JUDICIAL STAMP

SL NO. 3224 Date 07.08.12
SOLD TO Habulaw Builders
OF Daganpur.
Value Rs. 100/- (Rupees) one hundred

(Sujit K. Sinha)
Govt. Stamp Vendor
Siliguri Court
L/No. - 196/R.M



गोपाल चंद्र दास
(GOPAL CHANDRA DAS)
c/o Lt. N. Das
W. Ch. Bagan, W.N. 18
D. P. S. Siliguri
Dist. Darjeeling

2
Addl. Dist. Sub-Registrar
Siliguri-1, Dist. Darjeeling

21 AUG 2012





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

L 276129

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2. **SRI ARUN GOYAL**, S/o. Sri Roshanlal Goyal, Hindu by faith, Nationality Indian, Business by occupation, resident of Ashoke Vihar, 2nd Mife, Sevoke Road, P.O. Siliguri & P.S. Bhaktinagar, District: Jalpaiguri, in the State of West Bengal, — HEREINAFTER called the **SECOND PARTNER / SECOND PARTY** (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs or heiresses, executors, successors, legal representative, administrators and assigns) of the **SECOND PART**.

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NON JUDICIAL STAMP

SL NO. 3225 Date..... 07.08.12
SOLD TO Babulom Paulson
OF Databy
Value Rs. 50 (Rupees) 7500

(Sujit K. Sinha)
Govt. Stamp Vendor
Siliguri Court
L/No. - 196/R.M.



Adl. Dist. Sub-Registrar
Siliguri-1, Dist. Darjeeling

21 AUG 2012

Handwritten signatures and initials at the top of the page, including a large 'B' and 'P', and names like 'Pradip Khemka' and 'Pradip Khemka'.

3. **SRI ANUJ PODDAR**, S/o. Late Mahavir Prasad Poddar, Hindu by faith, business by occupation, resident of Ashoke Vihar, 2nd Mile, Sevoke Road, P.O.Siliguri & P.S. Bhaktinagar, District: Jalpaiguri, in the State of West Bengal, --- HEREINAFTER called the **THIRD PARTNER / THIRD PARTY** (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs or heiresses, executors, successors, legal representative, administrators and assigns) of the **THIRD PART**.

Pradip Khemka

4. **SRI PRADIP KHEMKA**, son of ~~late~~ ^{Sri} Devi Chand Khemka, Hindu by faith, business by occupation, resident of Gayatri Niwas, Panjabi Para, Ward No. 13, P.O. & P.S. Siliguri, District: Darjeeling, in the State of West Bengal; --- HEREINAFTER called the **FOURTH PARTNER / FOURTH PARTY** (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his heirs or heiresses, executors, successors, legal representative, administrators and assigns) of the **FOURTH PART**.

(ALL HEREIN AFTER CALLED THE EXISTING PARTNERS)

Handwritten signature/initials.

WHEREAS the parties hereto have decided to carry on the business of construction, builder, developer of land etc under the trade name and style of **M/S FABULOUS BUILDERS**, at Tenzing Norgay Road (Hillcart Road) Dagapur, Siliguri P.O & P.S Pradhan Nagar - 734003, Dist:- Darjeeling in the state of West Bengal.

AND WHEREAS to avoid future disputes, doubts and differences, it is deemed fit to reduce in writing the terms and conditions of the partnership firm.

NOW THIS DEED WITNESSETH that the above named First to Fourth parties hereby having mutually and voluntarily agreed & decided to form & constitute a partnership between themselves for the purpose of carrying on the business of real estate, residential/commercial building construction, development, promotion, sale/purchase of land etc. and such other

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construction work as may be mutually decided by the partners from time to time under the following terms & conditions of partnership.

1. **NAME OF THE FIRM:**

- THAT the business will be carried on as hereto before under the name and style of **M/s FABULOUS BUILDERS**

2. **COMMENCEMENT AND DURATION:**

- THAT the partnership business will commence with effect from 7th day of August 2012; and that this Deed of Partnership shall have effect from that date.
- THAT the partnership shall be one "AT WILL".

3. **PLACE OF BUSINESS :**

- THAT the principal place of partnership business shall be at Tenzing Norgay Road (Hillcart Road) Dagapur, Siliguri P.O & P.S Pradhan Nagar- 734003, Dist:- Darjeeling in the state of West Bengal.. The partners mutually agreeing may open/close branch (es) and shift the principal place of business from time to time.

4. **NATURE OF BUSINESS:**

Handwritten note: **Share**

- THAT the business of the firm shall be that of construction, builder, developer of land etc the same may be extended to such other line of business as may be mutually agreed upon by the PARTNERS hereto.
- The partners shall be at liberty to start and do any other additional business which they think beneficial to the mutual interest and /or the partner are free to do any other businesses in what so ever form and style.

5. **CAPITAL AND FUND:**

- THAT the capital of the partnership business for the day to day business shall be contributed by all the partners of the firm mentioned herein below, as and when necessary and shall consist of the sum standing to the credit of partners in their respective ledger accounts from time to time.

(Handwritten marks and signatures)

- THAT the parties hereto may by mutual consent, raise loans from any bank(s), person(s) or any other sources, including from Central or State Government(s) or any other financial institution(s) or any private enterprise(s) for the purpose of partnership business.

- THE capital of the firm at the time of formation shall comprise of

An amount of Rs. 80,000/- (Eighty Thousand Only) in cash which has been contributed by the partners as follows namely:

- FIRST PARTNER : Twenty Thousand (20,000/-) Only
- SECOND PARTNER: Twenty Thousand (20,000/-) Only
- THIRD PARTNER : Twenty Thousand (20,000/-) Only
- FOURTH PARTNER: Twenty Thousand (20,000/-) Only

6. **BOOKS OF ACCOUNTS:**

- THAT the accounts of the firm shall be adjusted annually on 31st Day of March each year or at any other interval or period, when the profit or loss, as the case may be, shall be ascertained and divided amongst the partners according to their share mentioned elsewhere in this deed.
- 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 be at reasonable time be entitled to inspect or take copies or extracts thereof.

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7. **BANK ACCOUNTS:**

- THAT the Bank Account or Accounts in the name of the Firm shall be opened with such Bank or Banks as may be mutually settled by the partners & such bank account or accounts shall be operated under the signature of any two of the partners.

8. **PROFIT & LOSS OF THE FIRM:**

- THAT the profit or loss determined at the end of every year, interval or period, as the case may be, shall belong to and be borne by all the parties in the following ratio:

FIRST PARTNER : 25%



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A signature, the name "Srinivas", and the name "Srinivas"
A signature, the name "Srinivas", and the name "Srinivas"

- That any of them shall be entitled to (i) sign and verify petitions, complaints, written statements, and other pleadings in all suits and legal proceedings for or against the partnership (ii) to engage pleader, advocate or attorney and to sign vakalatnama, power and warrants of attorney (iii) to represent the partnership before courts, Revenue authorities, Officers of the Government, Railways and Local bodies (iv) to demand and claim and received payment of money due to partnership.
- That any one of the partner entitle to participate and /or represent in any contract and any other matter not herein contained shall be decided by the partners mutually and according to the provision of the Indian Partnership Act, and save and except as herein provided; the relationship between the partners shall be governed by the said provision.
- That any one of the partner shall sign, file, represent for all partnership business.
- Forthwith pay all moneys, cheques and negotiable instruments received by him on account of the partnership to the firms account.

14. REMUNERATION / INTEREST TO PARTNERS:

- INTEREST TO PARTNERS: THAT all the partners shall be entitled to get interest on their Capital at the rate of 9 per cent per annum unless otherwise mutually decided by the partners. The fact of the credit / payment of interest as recorded in the books of account of the firm shall be deemed to be mutual consent of the parties hereto. The partners may by mutual consent decide not to pay any interest on capital in the year when the profits are not sufficient or there is loss. Presently no remuneration shall be paid to any partners and shall be mutually decided as and when required

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15. TRANSFER, SELL, CONVEY OR ASSIGN ONES SHARE IN THE PARTNERSHIP

- THAT none of the Partner shall transfer, convey and/or assign his/her share in the Partnership to an outsider without the prior written consent from other Partners.
- THAT any Partner intending to sell his/her share shall first give opportunity to buy the share at the Market Price to the Partners hereto. If the Partners here

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to express their unwillingness in writing to buy or fall short of funds to buy, then the such Partner can sell his/her share to an outsider who is not a convicted criminal.

16. RETIREMENT / DISSOLUTION:

- THAT none of the partners shall be entitled to dissolve the partnership but if he chooses, he may retire from the partnership by giving one month's notice in writing to the other partner of his intention to do so. In that event the other continuing partner shall be at liberty to admit such other person or persons to the partnership as may be thought fit and proper by it or may carry on the business as sole proprietor thereof. The retiring party shall execute all such deeds and assurance as may be necessary to clothe the continuing partner to carry out the engagements of the firm.
- THAT in the event of the retirement of any partner in the circumstances mentioned in clause above, the retiring partner shall be entitled to get share of profit/loss up to the date of retirement or 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 and the retiring partner.
- THAT on retirement, no partner shall be entitled to claim anything towards goodwill, credential etc. of the firm.
- THAT in the case of death of any partner during the continuance of the present partnership business, the firm shall not be dissolved but the same shall be carried on by taking into the legal heir(s) of the deceased partner as partner in his place. In case the legal heir(s) is not so willing to join the firm, the surviving partner shall be entitled to carry on the business of the partnership by reconstituting the firm in any manner he likes.

17. ARBITRATION

THAT in case of any dispute arising out of the partnership or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this agreement the matter shall be referred to the arbitrators under the provisions of The Arbitration and Conciliation Act, 1996 and the

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award of the arbitrators and/or umpire as the case may be shall be final and binding on all the parties.

18. CONVERSION

Subject to the provisions of the companies Act, 1956 the partners of the firm on majority consent can convert the partnership firm into a company.

19. OTHER GENERAL CLAUSES:

- THAT any of the clauses as referred to may be altered and/or amended with the mutual consent and agreement from the managing partners.
- Save as aforesaid, the provisions of the Indian Partnership Act. 1932 as it stands amended, revised and modified from time to time shall govern this partnership.
- THAT any of the above terms and conditions may be varied, altered or added to or deleted by mutual consent of the partners hereof to be either in writing or implied from conduct.

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IN WITNESS WHEREOF, the parties hereto have subscribed their respective signatures hereunto the day month and the year first above written.

WITNESSES :

1 (GOPAL CHANDRADAS)
Shri. Ch. N. Das
R/o. Lichen Bagan, w/No. 18
P.O. & P.S. S. S. S. S.
Dist. - Durgachery.

2 Pantaj Agarwal
Shri. Ch. N. Agarwal
P.O. & P.S. S. S. S. S.
Dist. - Durgachery.

SIGNATURE OF THE PARTIES

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SIGNATURE OF THE FIRST PARTNER

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SIGNATURE OF THE SECOND PARTNER

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SIGNATURE OF THE THIRD PARTNER

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Prakash Kanodia
SIGNATURE OF THE FOURTH
PARTNER

DRAFTED, READ OVER AND EXPLAINED
TO ALL THE PARTIES BY ME:

S. Prakash Kanodia
(S. PRAKASH KANODIA)
ADVOCATE/SILIGURI COURT
ENROL NO: WB-1044A/2004

EXECUTANTS SHEET
























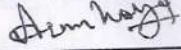
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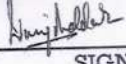











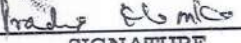
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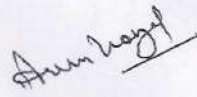





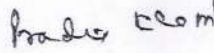
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Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. SILIGURI, District- Darjeeling
Signature / LTI Sheet of Serial No. 02769 / 2012, Deed No. (Book - IV , 00655/2012)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Sandeep Goyal Panjabi Para, SILIGURI MC, Thana:-Bhaktinagar, P.O. :-Siliguri District:-Jalpaiguri, WEST BENGAL, India,	 21/08/2012	 LTI 21/08/2012	 21/08/12

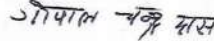
Signature of the person(s) admitting the Execution at Office.

No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Sandeep Goyal Address -Panjabi Para, SILIGURI MC, Thana:-Bhaktinagar, P.O. :-Siliguri ,District:-Jalpaiguri, WEST BENGAL, India,	Self	 21/08/2012	 LTI 21/08/2012	
2	Arun Goyal Address -Ashoke Vihar , 2nd Mile , Sevoke Road, Thana:-Bhaktinagar, P.O. :-Siliguri ,District:-Jalpaiguri, WEST BENGAL, India,	Self	 21/08/2012	 LTI 21/08/2012	
3	Anuj Poddar Address -Ashoke Vihar , 2nd Mile , Sevoke Road, Thana:-Bhaktinagar, P.O. :-Siliguri ,District:-Jalpaiguri, WEST BENGAL, India,	Self	 21/08/2012	 LTI 21/08/2012	
4	Pradip Khemka Address - Gayatri Niwas , Panjabi Para , Ward No. 13, SILIGURI MC, Thana:-Siliguri, P.O. :-Siliguri , District:-Darjeeling, WEST BENGAL, India,	Self	 21/08/2012	 LTI 21/08/2012	

Name of Identifier of above Person(s)

Soupal Chandra Das
Thana Bagan, SILIGURI MC, Thana:-Siliguri, P.O.
Siliguri ,District:-Darjeeling, WEST BENGAL, India,

Signature of Identifier with Date


सोपाल चंद्र दास

(Tsering Doma Bhutia)
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I
Office of the A.D.S.R. SILIGURI



Government of West Bengal
Office Of the A.D.S.R. SILIGURI
District:-Darjeeling

Endorsement For Deed Number : IV - 00655 of 2012
(Serial No. 02769 of 2012)

On

Payment of Fees:

On 21/08/2012

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.

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 21/08/2012

(Under Article : ,E = 7/- on 21/08/2012)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-80,000/-

Certified that the required stamp duty of this document is Rs.- 150 /- and the Stamp duty paid as:
Impresive Rs.- 150/-

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

Presented for registration at 13.22 hrs on :21/08/2012, at the Office of the A.D.S.R. SILIGURI by Sri Sandeep Goyal , one of the Executants.

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

Execution is admitted on 21/08/2012 by

1. Sri Sandeep Goyal, son of Sri Bhagwan Goyal , Panjabi Para, SILIGURI MC, Thana:-Bhaktinagar, P.O. :-Siliguri ,District:-Jalpaiguri, WEST BENGAL, India, ; By Caste Hindu, By Profession : Business
2. Sri Arun Goyal, son of Sri Roshanlal Goyal , Ashoke Vihar , 2nd Mile , Sevoke Road, Thana:-Bhaktinagar, P.O. :-Siliguri ,District:-Jalpaiguri, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
3. Sri Anuj Poddar, son of Late Mahavir Prasad Poddar , Ashoke Vihar , 2nd Mile , Sevoke Road, Thana:-Bhaktinagar, P.O. :-Siliguri ,District:-Jalpaiguri, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
4. Sri Pradip Khemka, son of Sri Devi Chand Khemka , Gayatri Niwas , Panjabi Para , Ward No. 13, SILIGURI MC, Thana:-Siliguri, P.O. :-Siliguri ,District:-Darjeeling, WEST BENGAL, India, , By Caste Hindu, By Profession : Business

(Tsering Doma Bhutia)

ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

21/08/2012 14:25:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the A.D.S.R. SILIGURI
District:-Darjeeling

Endorsement For Deed Number : IV - 00655 of 2012
(Serial No. 02769 of 2012)

Identified By Gopal Chandra Das, son of Late N. Das, Lichu Bagan, SILIGURI MC, Thana:-Siliguri,
P.O. :-Siliguri ,District:-Darjeeling, WEST BENGAL, India, , By Caste: Hindu, By Profession: Others.

(Tsering Doma Bhutia)
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

Tsering Doma Bhutia
21/08/12

(Tsering Doma Bhutia)
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI- I

21/08/2012 14:25:00

EndorsementPage 2 of 2

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 5
Page from 454 to 470
being No 00655 for the year 2012.



(Tsering Doma Bhutia) 21-August-2012
ADDL. DISTRICT SUB-REGISTRAR OF SILIGURI-I
Office of the A.D.S.R. SILIGURI
West Bengal