

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

3/19 cx

DEED OF PARTNERSHIP
OF

"SWASTIK ABASAN" [w.e.f. 09-01-2019]



ASHIM SARKAR

in barras

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RANJAN SENGUPTA

Certified that the endorsement sheet and signature sheet enclosed in this document are part of the document

> Addi. Dist. Sub-Registrar Alipurduar

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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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DEED OF PARTNERSHIP

OF

"SWASTIK ABASAN" [w.e.f. 09-01-2019]



SUDIP PAUL



ASHIT SARKAR

5.0 M.



WHEREAS the parties hereto amicably agreed between them that they would carry on business as a firm in co-partnership at Alipurduar (WB), AND

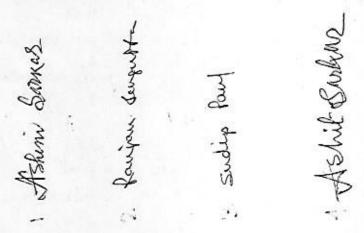
WHEREAS in pursuance of that agreement the parties hereto have been carrying on business as a partnership from the 9th day of January, 2019, AND

WHEREAS on the ground of expediency and for avoiding future disputes the parties hereto mutually agreed to draw up a deed of partnership embodying and ratifying therein the terms and conditions under which they have been and will run the partnership business as follows.

NOW THIS DEED WITNESSES AS FOLLOWS AND IT IS AGREED BETWEEN THE PARTIES:-

- That the COMMENCEMENT of the partnership is from the 9th day of January, 2019 and it shall so continue till dissolve under the provisions of this deed.
- That the FIRM NAME of the partnership is and shall be <u>"SWASTIK ABASAN"</u> and it shall so remain till a change is agreed upon between the partners.
- That the BUSINESS of the partnership shall be that of Builders and Contractors, act as Developers and also shall deal in Immovable Properties and Estates Plots etc. and/or such other business or businesses as may be agreed by and between the partners from time to time.
- That the REGISTERED OFFICE of the partnership is at, Bholardabri (2 No. Assam Gate), P.O. Bholardabri, P.S. Alipurduar, Dist. Alipurduar-736123, in the state of West Bengal with such branch or branches at such places as may be agreed.
- 5. That the PROFIT of the partnership business as well loss including loss of capital that will accrue from year to year will be allocated between the partners as follows:

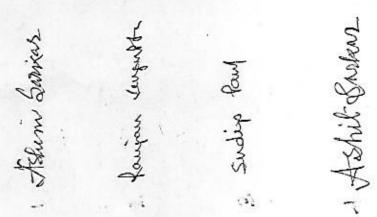
a) Shri Ashim Sarkar	(First Party)	25% Share
b) Shri Ranjan Sengupta	(Second Party)	25% Share
c) Shri Sudip Paul	(Third Party)	25% Share
d) Shri Ashit Sarkar	(Fourth Party)	25% Share



However, partners may by agreement change the profit sharing ratio at any time during the continuance of partnership business. Profit and loss is allocated in consideration of the capital contributed and time energy employed by the partners.

- 6. That the total Capital Investment of the partnership as on 09-01-2019 is Rs.8,00,000- [Rupees Eight lakhs only] and also the sum contributed by the partners as and when required according to the necessity of the business and the amount so contributed shall stand credited in the names of the respective partners in the books of accounts of the firm.
- 7. That the partnership shall be a PARTNERSHIP-AT-WILL.
- That the BOOKS OF ACCOUNTS of the firm, if maintained shall be maintained at the place of business of the firm and it shall be opened for inspection by the partners at all reasonable time.
- That in anticipation of profit the partners will be able to draw such sum as agreed upon and the drawings shall be accounted for their own use.
- 10. That the CONTROL & MANAGEMENT of the partnership shall vest in all the partners equally. Such partners either jointly or individually will be entitled to do all acts which are required for the interest and smooth running of the firm as Representative of other partner in any office of the Central or State Governments; any Court (civil, criminal or revenue); any public or private sector; any body corporate or in any other place. Any license may stand in the name of the firm or in the name of any individual partner. The firm will be entitled to take any loan or borrow money from any bank (nationalized or other) or from any institution public or private with or without security. All the partners will be working partners and shall be actively engaged in the affairs of the firm and shall not do any act to its detriment.
- 11. That the Firm may open BANK ACCOUNT with the Bank/s in India and the Bank Account/Accounts shall be operated by the "joint signatures" of the First Party-Shri Ashim Sarkar and Third Party Shri Sudip Paul or subject to any instructions as may be given to the bankers from time to time by the firm under signatures of the partnership hereto.

3.94



- 12. That for the purpose of ACCOUNTING the year ending the 31st day of March, commonly known as financial year shall be followed within a reasonable time after the close of the accounting year a general account of the affairs of the firm shall be prepared including profit and loss account and balance sheet. But if proper books of accounts are not maintained the profit or loss will be determined by any other suitable method. Profit and loss if any shall be allocated between the partners as per article 5 of this deed. Such account shall be signed by the partners and shall not be questionable by them thereafter.
- 13.(a) That the partners will be entitled to receive such interest on their capital investment as may be agreed upon and as per Income Tax Act and Rules as amended from time to time. No interest shall be charged from the partners on their debit balance of capitals.
 - (b) That all the partners are working partners and monthly Remuneration /Salaries of each party shall be as follows:-

a) Shri Ashim Sarkar	(First Party)	-Rs.30,000/-
b) Shri Ranjan Sengupta	(Second Party)	Rs.30,000/-
c) Shri Sudip Paul	(Third Party)	Rs.30,000/-
d) Shri Ashit Sarkar	(Fourth Party)	Rs.30,000/-

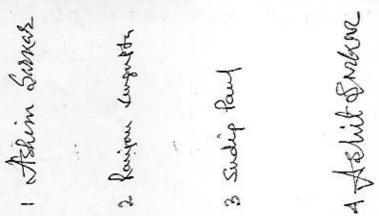
However, the partners shall be entitled to increase or reduce above remuneration / salary and the parties hereto may also agree to revise the mode of calculating the above remuneration/salary as may be agreed to by and between the partners from time to time.

The individual partners in the affairs of the partnership business will consider the remuneration/salary with reference the time and energy employed.

The partners may draw their remuneration/salary:

- a) every month or
- b) in installments any time during the year or
- adjustment of remuneration/salary payable to partners may be made in the books of the firm at the close of the accounting year.

The partners may by their mutual consent add, amend, reduce, vary, cancel this clause in any manner as may be mutually decided from time to time by virtue of a resolution taken on that behalf and signed by all the partners.



- 16. That any partner may retire from the partnership after giving the other partner three months notice in writing of his intention to do so.
- 17. That in the case of retirement, death or insolvency of any partner during the continuance of partnership the firm shall not be dissolved. The remaining or surviving partner will take the legal heir/heirs of the retired or deceased partner. And up to the death, retirement or insolvency proper allocation and adjustment of assets and liabilities of this firm will be made and carried to the personal account of the partner. In the case of credit balance the retiring partner or heirs of the deceased partner shall be entitled to draw the amount forthwith and in the case of debit balance the liabilities are to be disbursed
- 18. That on dissolution the affairs of the firm, shall be wound up as provided in the partnership Act.
- 19. That a notice conveying the intention to dissolve, retire or purchase signed by the partner concerned left or delivered at the principal place of business shall be treated as sufficient service.
- 20. That no partner shall without the consent of the other and except in the ordinary course of business give any security or promise for payment of money on account of the firm or knowingly suffer any thing where by partnership property or profits may be endangered.
- 21. That the share of the partner shall be HERITABLE as well as TRANSFERABLE.
- 22. That all disputes relating to the affairs of the firm or its winding up or dissolution of the firm shall be referred to arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996.
- 23. That all or any of the terms and conditions of this partnership deed may be verified or altered or modified and new terms and conditions may be added by mutual consent of the partners which may be either expressed in writing or implied by conduct.
- 24. That the partnership shall be governed by the provisions of the INDIAN PARTNERSHIP ACT, 1932 as to stand amended up to date subject to the terms hereinbefore stipulated.

5,9%

25. IN WITNESS WHEREOF we sign this deed on this the day, month and year first above written.

Witnesses:-

1. Chhalipaul

W/O. SUDIP PAUL

SANTI NAGAR

ALIPUR DUAR

M- 40- XIV

2. Sauis Saskar de. Satish ch. Sarkar. Petrill. Bholar dabri 84 Ps. Alipur dum. Pin. 736123. (First Party)

· Raijan dengusty

(Second Party)

Sudip Paul

(Third Party)

· Ashit Endraz

(Fourth Party)

Computerized in my office and Certified that this deed contains two N.J.Stamp Papers & 6 demy papers.

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Uday Sankar Das, Advocate Alipurduar-736121 [Enrolment No. WB/478/1989, Bar Council of West Bengal]

FINGER-PRINT SHEET

Serial No. Deed No.

Year 20

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
РНОТО	Left Hand			1, 19		
	Right Hand		4	Carrier S		

РНОТО	Left Hand			
	Right Hand	62		

Signature with date

РНОТО	Left Hand			
THOTO	Right Hand			

Sudip Paul
Signature with date

РНОТО	Left Hand			Signature	with date
	Right Hand				
	30	The same of the sa			- Annah Marian

Signature of R.O.



ELECTION COMMISSION OF INDIA ভারতের নির্বাচন কমিশন

IDENTITY CARD

পরিচয় পত্র

WB/02/012/189856



Elector's Name

: Sarkar Asim

নির্বাচকের নাম

: সরকার অসীম

Father/Mother/

Husband's Name : Rabindranath

Sex

পিতা/মাতা/স্থামীর নাম : রবীন্দ্রনাথ : Male

লিস

: পুরুষ

Age as on 1-1-94 :: 29

2-2-98-04ER

: 23

Address :

Netaji Bidyapith (Eastern Zone)

Vibekananda-1

Alipurduar

विकाना

নেতাজী বিদ্যাপীঠ (পৃৰ্বাংশ)

বিরেকানশ~১

আলিপ্রদ্যার

Facsinile Signature of Electoral Registration Officer নিৰ্বাচক-নিৰন্ধন আধিকায়িক

For Alipurduar Assembly Constituency আলিপুরনুমার বিধানসভা নির্বাচন ক্লেত্র

Place :

Alipurduar

Date :

আলিপুরাধুয়ার

15-03-1995

তারিখ

2446-00-26,

Asheril Garage



ELECTION COMMISSION OF INDIA ভারতের নির্বাচন কমিশন

IDENTITY CARD পরিচয় পৃত্র

WB/02/012/324407-



Elector's Name

: Senagupta Kanjim

নির্বাচকের নাম

: সেনগুপ্ত রঞ্জন

Father/Mother/ . Husband's Name : Purpschandra

পিতা/ফডা/স্বামীর নাম

Made

Sex লিঙ্গ

Age as on 1-1-95 : 31

: 00

১-১-৯৫ -७ स्प्रम

Address :

ward No-2

Alipurduar Municipality

Alipurduar

विभाग

ওয়ার্ড নং-২

আনিপুরদুয়ার পৌরসভা

আলিপুরদ্যার

Facsimile Signature of Electoral Registration Officer নির্বাচক-নিবাসন আধিকারেশ

For Alipurduar Assembly Constituency আলিপুরগুমর বিধানসভা নির্বাচন ক্রেন্ড

Place :

Aliporduar

Date :

আলি পুৰদ্যার 15-63-1995

2666-00-266

Ranjan Luguette



ELECTION COMMISSION OF INDIA ভারতের নির্বাচন কমিশন

IDENTITY CARD শরিচয় পত্র

WB/02/012/300226



Elector's Name নির্বাচকের নাম

: Pal Sudip : भाज भूमीभ

Father/Mother/

Husband's Name : Chinmay পিতা/মাতা/স্বামীর নাম : চিম্ময় Sex : Male

Sex बिष्क् विश्व

: পুরুষ

Age as on 1-1-94 : 27

১-১-৯৪ - ध वद्मग : २ १

Sudip Paul

Address :

Alipurduar Munisipality

Word No 14 Alipuduar

ঠিকানা

আঙ্গিপুরদ্যার পৌরসভা

ওয়াড নং ১৪ আশিপুদুয়ার

Facsimile Signature of Electoral Registration Officer নির্বাচক-নিবছন আধিকারিক

For Alipurduar Assembly Constituency আলিপুরপুরর বিধানসভা নির্বাচন ক্রেত্র

Place :

Alipurduar

স্থান

याणिशूत्रम्यात

Date :

15-03-1995

তারিখ :

2646-00-26



N. 26

ভারতের নির্বাচন কমিশন পার্চয় পত্র ELECTION COMMISSION OF INDIA IDENTITY CARD

CFC3786175



নির্বাচকের নাম : অসীত সরকার

Elector's Name : Asit Sarkar

: ররীন্দ্রনাথ সরকার পিতার নাম

Father's Name · Rabindranath Sarkar

जिल्हा / Sex : *[2 / M জন্ম তারিখ Date of Birth : 07/10/1968

CFC3786175

िकानाः

ভোলার ভাররী(ভালে) বিবেজানাক। জালিপুর দুয়ার बन्माई अड़ि 736123

Address:

Bholar Dabri(Ansha) Vivekananda-1 Alipur Duar Jalpalguri 736123

MUK

Date: 12/09/2007

थानिश्वपृत्तां सेवीच्न टक्टबर निर्वाटक निर्वाचन

সাধিকারিকের সাক্ষরের অনুকৃতি Facsimile Signature of the Electoral Registration Officer for

12-Alipurduars Constituency

রিকানা পারিবর্তন হলে নতুন বিকানাত ভোটার পিটে নাম তোলা ও একট নক্ষরের নতুন সচিত্র পারিংমগ্রা পার্যার জন্য নির্দিষ্ট কর্মে এই পারচহ পরের নক্ষরিট উল্লেম্ম করেন in case of change in address mention this Card No: in the relevant Form for including your name in the roll at the changed address and to obtain the card with name number.

Ashit Sarlar

Major Information of the Deed

Deed No:	IV-2003-00018/2019	Date of Registration 06/02/2019
Query No / Year	2003-1000022107/2019	Office where deed is registered
Query Date	25/01/2019 11:39:36 AM	A.D.S.R. ALIPURDUAR, District Alipurduar
Applicant Name, Address Ashim Sarkar		urduar, WEST BENGAL, PIN - 736123, Mobile No. : utant
Transaction		Additional Transaction
[4201] Partnersip, Partners	ship	
Set Forth value	4-1-1-11-14-14-16	Market Value
Stampduty Paid(SD)	15/07 15 46002	Registration Fee Paid
Rs. 200/- (Article:46A)		Rs. 7/- (Article:E)
Remarks		

SI No	Name,Address,Photo,Finger	orint and Signatur	e .	
1	Name	Photo	Fringerprint	Signature
	Mr Ashim Sarkar (Presentant) Son of Late Rabindra Nath Sarkar Executed by: Self, Date of Execution: 09/01/2019 , Admitted by: Self, Date of Admission: 06/02/2019 ,Place : Office			Ashim Gorgan
	· Office	06/02/2019	. LTI	06/02/2019
	Bholardahri 2 No Assam Gat	e P.O Bholard	06/02/2019 abri P.S:- Alipur	duar, Alipurduar, District:-Alipurduar,
	West Bengal, India, PIN - 7:	36123 Sex: Male 8A, Status :Indi	labri, P.S:- Alipur e, By Caste: Hindu vidual, Executed	y, Occupation: Business, Citizen of: by: Self, Date of Execution:
2	West Bengal, India, PIN - 73 India, PAN No.:: BZWPS924 09/01/2019	36123 Sex: Male 8A, Status :Indi	labri, P.S:- Alipur e, By Caste: Hindu vidual, Executed	by: Self, Date of Execution:
2	West Bengal, India, PIN - 73 India, PAN No.:: BZWPS924 09/01/2019 , Admitted by: Self, Date of	36123 Sex: Male 8A, Status :Ind Admission: 06/ Photo	labri, P.S:- Alipur e, By Caste: Hindu vidual, Executed 02/2019 ,Place:	u, Occupation: Business, Citizen of: by: Self, Date of Execution: Office

Courtpara Near Nbstc, P.O:- Allpurduer Court, P.S:- Allpurduer, Allpurduer, Dietrict:-Allpurduer, West Bengal, India, PIN - 736121 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BHSPS8054A, Status: Individual, Executed by: Self, Date of Execution: 09/01/2019

, Admitted by: Self, Date of Admission: 06/02/2019 ,Place: Office

Name	Photo	Fringerprint	Signature
Mr Sudip Paul Son of Mr Chinmoy Paul Executed by: Self, Date of Execution: 09/01/2019 , Admitted by: Self, Date of Admission: 06/02/2019 ,Place : Office			Sudip Paul
	06/02/2019	LTI 06/02/2019	06/02/2019

Shantinagar, Ward No. 14, P.O:- Alipurduar, P.S:- Alipurduar, Alipurduar, District:-Alipurduar, West Bengal, India, PIN - 736121 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFIPP8778B, Status: Individual, Executed by: Self, Date of Execution: 09/01/2019, Admitted by: Self, Date of Admission: 06/02/2019, Place: Office

Mr Ashit Sarkar
Son of Late Rabindra Nath
Sarkar
Executed by: Self, Date of
Execution: 09/01/2019
, Admitted by: Self, Date of
Admission: 06/02/2019 ,Place
: Office

Bholardabri 2 No Assam Gate P. Ota Bholardabri D. St. Allie and Assam Gate P. Ota Bholardabri

Bholardabri 2 No Assam Gate, P.O:- Bholardabri, P.S:- Alipurduar, Alipurduar, District:-Alipurduar, West Bengal, India, PIN - 736123 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AXFPS0606Q, Status: Individual, Executed by: Self, Date of Execution: 09/01/2019

, Admitted by: Self, Date of Admission: 06/02/2019 ,Place: Office

Identifier Details:

Mr Sanjay Das Son of Mr Bimal Chandra Das Netaji Road, P.O:- Alipurduar, P.S:- Alipurduar, Alipurduar, District:-Alipurduar, West Bengal, India, PIN - 736121, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of Mr Ashim Sarkar, Mr Ranjan Sengupta, Mr Sudip Paul, Mr Ashit Sarkar 06/02/2019

Major Information of the Deed :- IV-2003-00018/2019-06/02/2019

Endorsement For Deed Number: IV - 200300018 / 2019

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 11:54 hrs on 06-02-2019, at the Office of the A.D.S.R. ALIPURDUAR by Mr Ashim Sarkar, one of the Executants.

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

Execution is admitted on 06/02/2019 by 1. Mr Ashim Sarkar, Son of Late Rabindra Nath Sarkar, Bholardabri 2 No Assam Gate, P.O: Bholardabri, Thana: Alipurduar, , City/Town: ALIPURDUAR, Alipurduar, WEST BENGAL, India, PIN - 736123, by caste Hindu, by Profession Business, 2. Mr Ranjan Sengupta, Son of Late Purna Chandra Sengupta, Courtpara Near Nosto, P.O: Alipurduar Court, Thana: Alipurduar, , City/Town: ALIPURDUAR, Alipurduar, WEST BENGAL, India, PIN - 736121, by caste Hindu, by Profession Business, 3. Mr Sudip Paul, Son of Mr Chinmoy Paul, Shantinagar, Ward No. 14, P.O: Alipurduar, Thana: Alipurduar, , City/Town: ALIPURDUAR, Alipurduar, WEST BENGAL, India, PIN - 736121, by caste Hindu, by Profession Business, 4. Mr Ashit Sarkar, Son of Late Rabindra Nath Sarkar, Bholardabri 2 No Assam Gate, P.O. Bholardabri, Thana: Alipurduar, , City/Town: ALIPURDUAR, Alipurduar, WEST BENGAL, India, PIN - 736123, by caste Hindu, by Profession Business

Indetified by Mr Sanjay Das, , , Son of Mr Bimal Chandra Das, Netaji Road, P.O: Alipurduar, Thana: Alipurduar, , City/Town: ALIPURDUAR, Alipurduar, WEST BENGAL, India, PIN - 736121, by caste Hindu, by profession Others

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

Certified that required Stamp Duty payable for this document is Rs. 150/- and Stamp Duty paid by Stamp Rs 200/-Payment of Stamp Duty

1. Stamp: Type: Impressed, Serial no 721, Amount: Rs.100/-, Date of Purchase: 11/01/2019, Vendor name: S Sarkar Description of Stamp

Stamp: Type: Impressed, Serial no 722, Amount: Rs.100/-, Date of Purchase: 11/01/2019, Vendor name: S Sarkar

22

Naushad Shahid ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPURDUAR Alipurduar, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV Volume number 2003-2019, Page from 267 to 285 being No 200300018 for the year 2019.



Digitally signed by NAUSHAD SHAHID Date: 2019.02.06 14:43:24 +05:30 Reason: Digital Signing of Deed.



(Naushad Shahid) 06-02-2019 14:43:19 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. ALIPURDUAR West Bengal.

(This document is digitally signed.)