

Debasish Chakraborty Notary

(Appointed by Govt. of India)

Serial No. Dated



Chamber
Sushil Smaran, Opposite Employment
Exchange, Haren Mukherjee Road,
Word No. 12, Hakimpura, Siliguri
Mobile : 9933157415
9641760838, 7679883606

NOTARIAL CERTIFICATE

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

To ALL TO WHOM THESE PRESENT shall come, I, **Sri Debasish Chakraborty**, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and also by Sri / Smt. Parpa Saha 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' as is the

An original Deed of Partnership is enclosed herewith.

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to save and avail as needs or occasion shall or may required for the same .

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 1st day of November in the of year 2021.



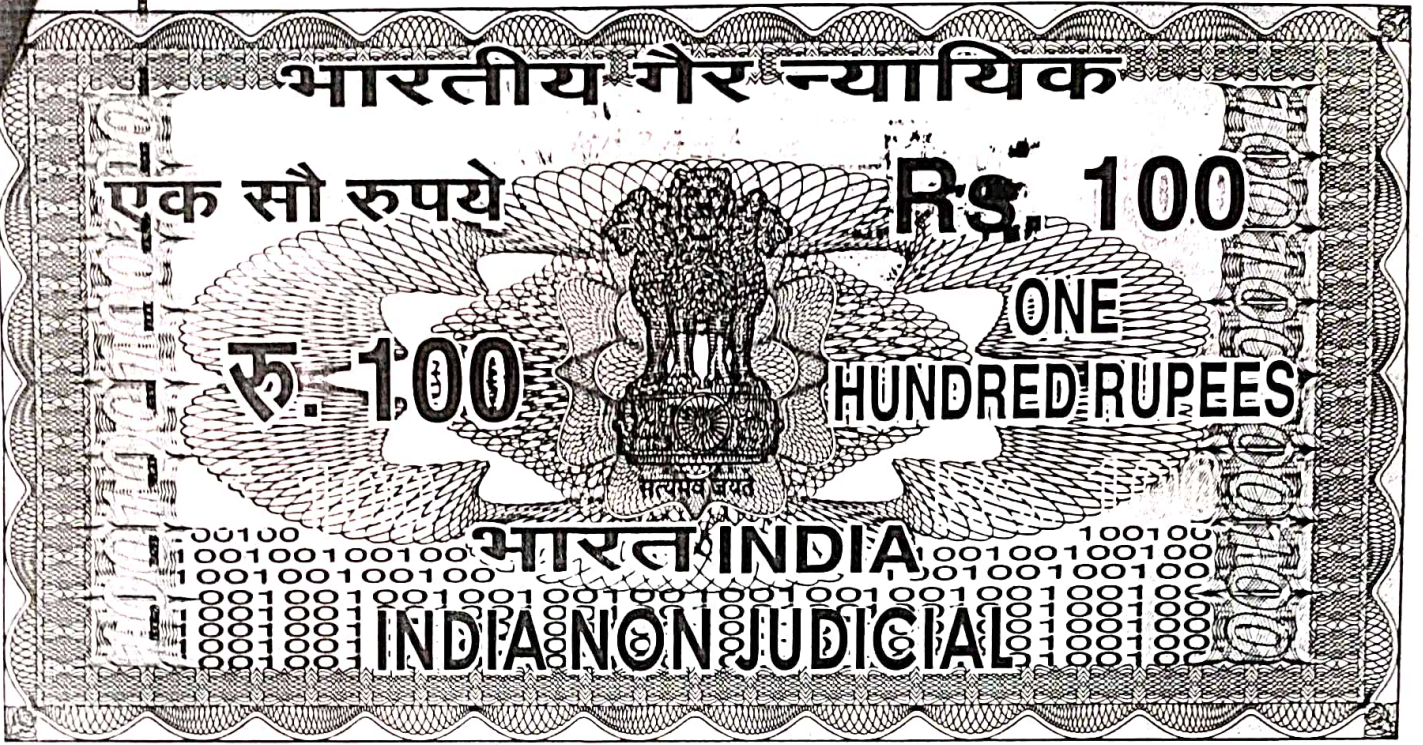
01 NOV 2021

Debasish Chakraborty
Notary Govt. of India
Siliguri Darjeeling
Regd. No. 13792

The executants is/are identified by me

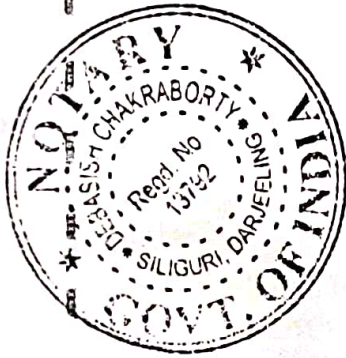


Advocate



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AG 056437



Ashok Kumar Saha

Sudanta Saha

Ashim Saha

Sharmista Saha

DEED OF PARTNERSHIP

THIS "DEED OF PARTNERSHIP" MADE ON THIS 1st DAY OF NOVEMBER, IN THE YEAR TWO THOUSAND & TWENTY ONE.

B E T W E E N

(Cont.....P/2)



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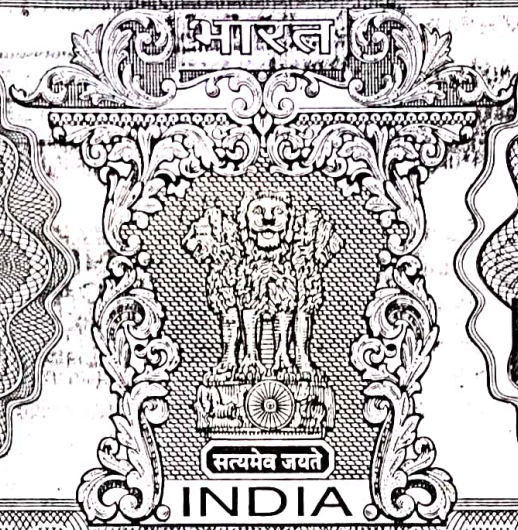
Debashish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13792

Sl. No. 17853 Date 21.10.2021
PURCHASER S.S. ABASANT
Full Address Siliguri
Total Value 100/-
Stamp Purchased from JPG Treasury.

TD
STAMP VENDOR
JAYA RANI DAS
Licence No. 1 of 99-2017
4d. DSI Office, Rajshahi, India

भारतीय गैर न्यायिक

पचास
रुपये
₹. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL



পশ্চিমবঙ্গ - পশ্চিম বঙ্গাল WEST BENGAL

Ashok Kumar Saha.
Subrata Saha
Ashis Sarkar
Sharmista Saha
AE 025896

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1. SRI ASHOK KUMAR SAHA, son of Late Santi Ram Saha, Hindu by religion, Business by occupation, resident of Raja Rammohan Roy Road, Sukanta Nagar, P.O. Rabindra Sarani, P.S. Bhaktinagar, District - Jalpaiguri, Pin - 734006, hereinafter called the First Party (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) or the party hereto of the FIRST PART.
2. SRI SUBRATA SAHA, son of Late Sadananda Saha, Hindu by religion, Business by occupation, resident of Bankim Chandra Road, Hakim Para, P.O. & P.S. Siliguri, District - Darjeeling, Pin - 73.4001, hereinafter called the Second Party (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) or the party hereto of the SECOND PART.
3. SRI ASHIS SARKAR, son of Sri Ashutosh Sarkar, Hindu by religion, Business by occupation, resident of Aurabinda Pally, P.O. Rabindra Sarani, P.S. Siliguri, in the district of Darjeeling, Pin - 734006, hereinafter called the Third Party (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) or the party hereto of the THIRD PART.

A N D - 01 NOV 2021



Debasish Chakraborty
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Siliguri, Darjeeling
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Ashok Kumar Saha

Subrata Saha

Ashim Saha

Sharmistha Saha

4. SMT. SHARMISTHA SAHA, wife of Sri Krishna Saha, Hindu by religion, Business by occupation, resident of Sukanta Nagar, P.O. Rabindra Sarani, P.S. Bhaktinagar, Ward No. 38 of Siliguri Municipal Corporation, in the district of Jalpaiguri, Pin - 734006, hereinafter called the Forth Party (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, administrators, representatives and assigns) or the party hereto of the FORTH PART.

WHEREAS the First to Forth Party have agreed and decided to constitute a business in their partnership control under the name & style of "SS ABASAN".

AND WHEREAS all the parties of this indenture have thought it fit, proper and advisable to execute a "Deed of Partnership" to avoid any complication in future.

NOW THEREFORE, THIS DEED OF PARTNERSHIP WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS:-

1. NAME OF THE FIRM:

THAT the business will be carried on as hereinbefore under the name & style of "S S ABASAN".

2. COMMENCEMENT, DURATION AND OFFICE :

A> THAT the partnership shall be deemed to have commenced with effect from the date of this indenture.

B> THAT the partnership shall be one "AT WILL".

C> THAT the principal place of business of partnership shall be at "Bankim Chandra Road," Hakim Para, P.O. & P.S. Siliguri, District - Darjeeling, Pin- 734001. The partners mutually agreeing may open/close branch office/s and/or other office/s, and may mutually agreeing to shift the principal place of business from time to time.

3. BUSINESS :

THAT the business of the partnership firm shall be doing the job as a Realator/Builder/Promoter and/or such business/businesses as may be decided by the partners in future.

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Ashok Kumar Saha.
Subrata Saha
Amita Saha
Sharmista Saha.

4. CAPITAL AND FUNDS :

- a) THAT the initial capital of the partnership business has been contributed by the partners as profit/loss sharing ratio and shall be contributed by the partners as when necessary and shall consist of the sum standing to the credit of partners in their respective accounts from time to time.
- b) THAT the partners for and on behalf of partnership shall be entitled to raise loan for the purpose of Partnership business from any Bank, Financial Institution, Central or State Government and/or from any Private Party with mutual consent of partners with or without securities.

5. ACCOUNTS :

- a) THAT the accounts of the firm shall be adjusted annually on 31st day 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 amongst the partners according to their share mentioned elsewhere in this Deed.
- b) THAT all 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.

6. BANK ACCOUNTS :

THAT the bank account or accounts of the Partnership shall operated by the signature of First & Second Partner jointly or in such manner as may be decided by them from time to time.

7. 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 as follows:-

- a) First Partner----- 30%
b) Second Partner----- 30%
c) Third Partner----- 20%
d) Forth Partner----- 20%

*** but the condition is that who will personally supervise to complete the project, he/she will get 5% on the Book Profit as a Supervision Charge of the project.

8. INTEREST/SALARY/REMUNERATION/COMMISSION ETC. TO PARTNERS :

A) INTEREST TO PARTNERS :

THAT the partners shall be entitled to get interest on their capital @ 12% per annum, unless otherwise mutually decided by them.

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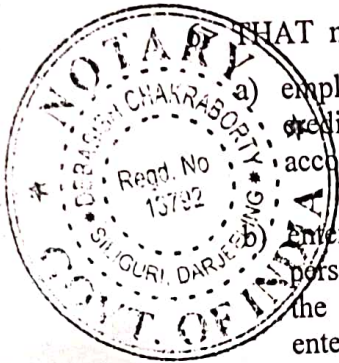
Ashok Kumar Saha

Subrata Saha

Ashim Saha

Shamistha Saha

- 3> THAT the partners shall be just and faithful to each other and shall work for the best interest of the Partnership business.
- 4> THAT each partner shall punctually pay and discharge his/her separate debts and liabilities and shall keep the firm and its properties effectually indemnified against the same.
- 5> THAT each partner shall at all time give to the other partner, the true information and faithful explanation of all matters relating to this business.



THAT no partner without the consent of the other partner shall :-

(a) employ any of the money, 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.

(b) 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.

10. RETIREMENT / DISSOLUTION :

- A) THAT if any partner is willing to retire from the firm, he may do so by giving two months notice in writing to the other partners and in such event the remaining partners will be entitled to carry on the business of the firm by reconstituting the same in any manner, they likes.
- B) THAT on the death of any partner during the continuance of the present partnership, the surviving partners 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 representative/s is/are not so willing the surviving partners shall be entitled to carry on the business of the firm by reconstituting the same in any manner, as they likes.

11. OTHER GENERAL CLAUSE :

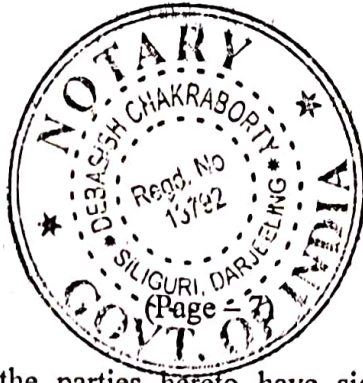
- a) THAT any of the clauses as referred to hereinabove may be altered and/or amended with the mutual consent of the partner.
- b) Save as aforesaid, the provisions of the Indian Partnership Act, 1932 as it stands amended, revised from time to time shall govern this partnership.

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Siliguri, Darjeeling
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IN WITNESS WHEREOF, the parties hereto have signed these presents on the day, month and year first above written.

WITNESSES :

1. Tapu Talukdar
S/o. Lt Gobinda Talukdar
Netaji Para. Ghosonali
Siliguri - 06

Ashok Kumar Saha.

(FIRST PARTY)

2. Dipankar Bhounick
S/o - Swapan Bhounick
Chittaranjan Colony
Siliguri, Darjeeling
01

Subanta Saha

(SECOND PARTY)

Avin Park

(THIRD PARTY)

Sharmista Saha.

(FORTH PARTY)

Drafted by me & printed in my office:-



Bappa Saha
BAPPA SAHA
(Advocate/Siliguri)

Debijish Chakraborty
Notary Govt. of India
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Regd No. 13792

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Ashok Kumar Saha.

Subrata Saha

Amit Saha

Sharmistha Saha

B) SALARY/REMUNERATION/COMMISSION ETC. TO PARTNERS:

THAT the party hereto of the FIRST to FORTH Parts shall be working partners of the partnership firm, who have agreed to keep themselves actively engaged in conducting the affairs of the business of the firm and mutually manage the workings of the firm. The each of the aforesaid working partners shall be entitled to get Remuneration at the end of each year in the following manner :-

i. If Book Profit is Negative :- Rs.1.50 Lakh

ii. In Case of book profit is positive :-

- (i) on First Rs.3.00 Lakh of Book Profit :- Rs.1.50 Lakh or 90 per cent of Book Profit, whichever is more.
- (ii) on the balance of the Book Profit :- 60% of Book Profit

Provided that the amount of remuneration so arrived at shall be paid to aforesaid both the working partners equally.

(It has been agreed by and between the partners that the term "Book Profit" shall have the same meaning as it has been defined in explanation 3 to Section 40 (b) of the I.T. Act, 1961)

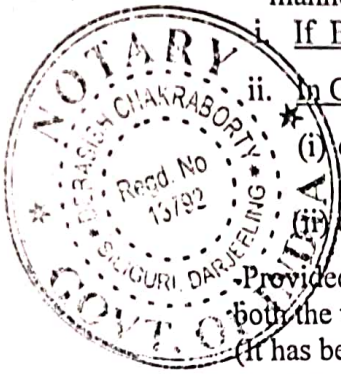
9. RIGHT CLAUSE / FORBIDDEN CLAUSE :

1> 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 or promote any employee or agent of the firm.
- c) To submit any dispute relating to the business of the firm to arbitration.
- d) To represent the firm before the Sales-Tax/ Income-Tax Authorities and any other Central or State Govt. Authorities and to appoint agents and Attorneys and to fix 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 tender papers/documents, to sign and submit them, to negotiate/settle rates, to execute work, to receive payments and to do all incidental matters in connection with above with any Central Govt., State Govt., or any other authority and/or Private Party on firm's behalf.
- f) To compromise or settle any dues to the Partnership firm and grant discharge thereof.

2> THAT it is hereby agreed upon that the partners will be free to carry on business of similar nature either as Proprietorship concern or in Partnership with others or in such other manner as they deem fit, without any objection from each other.

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