raborty

Debasish Chakraborty

Notary

(Appointed by Govt.of India

Serial No. Dated .

Sushil Smaran, Opposite Employment
Exchange, Haren Mukherjee Road,
Ward No. 12, Hakimpara, Siliguri

Mobile: 9933157415

9641760838, 7679883606

NOTARIAL CERTIFICATE

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

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.



NOTARIAL STAMP

Debasish Chakraborty

Note: Note: Stare identified by me

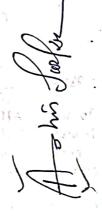
Advocate



পশ্চিমবুঙ্গ पश्चिम बंगाल WEST BENGAL

AL 429982





PARTNERSHIP

THIS "DEED OF PARTNERSHIP" MADE ON THIS 10th DAY OF JUNE, IN THE YEAR TWO THOUSAND & TWENTY TWO.

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Dehasish Chakeaborty chasisti Charactering 10 JUN 2022 Siliguri, Darleeling Regd No. 13792

St. NO. LO 9 6 1 Date Lo 6 2022

PURCHASER Sulgum

Full Address

Total Value Stamp Purchased from JPG Treasury-1

STAMP VENDOR

JAYA RANI DAS

Licence No.1 of 99-2000

Addi. DSR Office, Rajganj, Jalpaiguri

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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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(Page – 2)

Ski 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.

AND

Debasish Phakraborty Notary Govt. of India Siliguri, Darjeeling Regd No. 13792

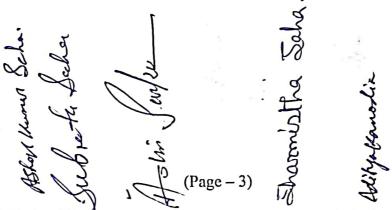
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	JAYA RANI DAS Licence No.1 of 99-2000	
	Licence No.1 at 99-20a0	

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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 Fourth 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 FOURTH PART.

AND

SRI ADITYA KANODIA, son of Sri Jyoti Prakash Kanodia, Hindu by religion, Business by occupation, resident of 2.5 Mile; Sevoke Road; (opposite Don Bosco School More), Sevoke Road; Siliguri; within Ward No. 43 of Siliguri Municipal Corporation; in district of Jalpaiguri, Pin – 734001, hereinafter called the Fifth Party (which expression shall mean and include unless excluded by or repugnant to the context his heres, executors, successors, administrators, representatives and assigns) or the party hereto of the FIFTH PART.

WHEREAS the First to Fifth Party have agreed and decided to constitute a business in their partnership control under the name & style of "SAAS INFRA REALTY".

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 "SAAS INFRA REALTY".

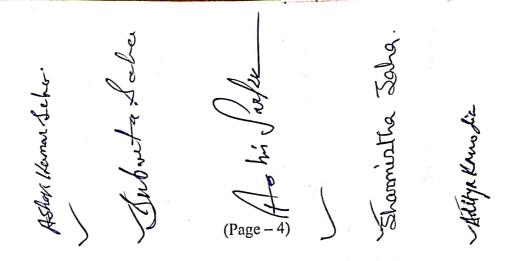
2. COMMENCEMENT, DURATION AND OFFICE:

- 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.

Debasish Chakeaborty
Notary Govt. of India
Siligari, Darjeeling 10 JUN 2022

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Regd No. 13792



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.

EXPITAL AND FUNDS:

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.

THAT the partners for and on behalf of partnership shall be entitled to raise to an 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 all the three partners jointly or in such manner as may be decided by them from time to time.

7. PROFIT/LOSS OF THE FIRM:

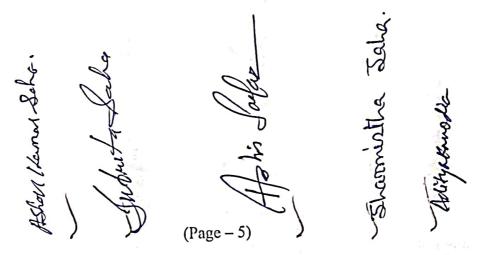
THAT the profit or loss determined at the end of every year shall belong to and be borne by the Partners equally:-



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(Cont....P/5)

1 0 JUN 2022



<u>INTEREST/SALARY/REMUNERATION/COMMISSION ETC. TO PARTNERS</u>: 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.

LARY/REMUNERATION/COMMISSION ETC. TO PARTNERS:

THE T the party hereto of the FIRST to FIFTH 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)

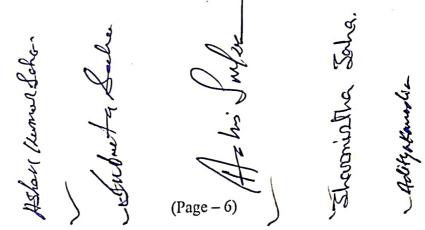
8. RIGHT CLAUSE / FORBIDDEN CLAUSE:

- 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 compromise or settle any dues to the Partnership firm and grant discharge thereof.

Debastal Chakeaborty Notary Govt. of India Siliguri, Darjeeling Reed No. 13792

1 0 JUN 2022(Cont.....P/6)





- To receive Rs.20,000/- (Rupees Twenty Thousand) only per month if he/she/they is/are will personally supervise, maintain & deals with all the labor & suppliers of the materials to complete the construction of the project.
- g) 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.

THAT it is hereby agreed upon that the partners will be free to carry on bushess 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.

- 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 partners, the true information and faithful explanation of all matters relating to this business.
- 6> THAT no partner without the consent of the other partners 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 forthy reconstituting the same in any manner, as they likes.

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OTHER GENERAL CLAUSE:

a) THAM any of the clauses as referred to hereinabove may be altered and/or amended with the mutual consent of the partner.

6)Save/as aforesaid, the provisions of the Indian Partnership Act, 1932 as it stands amended, revised from time to time shall govern this partnership.

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

WITNESSES: 1. Knithna Sola

Spo-Mangal Ch. Sora. Sukanta Nagaz, Siligurespin-734006.

2. Diponikon Bhonarick S/o- Swappen Bhownik Subhapaly, Sidigni 734801

- Ashor Numer Solo.

(FIRST PARTY)

Suburta Saha (SECOND PARTY)

(THIRD PARTY)

Sharmistha Jaha.

BAPPA SAHA (Advocate/Siliguri)

Aditya Kanolia (FIFTH PARTY)

Drafted by me & printed in my office:-

Debasish hakeabort Notary Govt. of India Siliguri, Darjeeling

1 0 JUN 2022