



Sl. No. 01 of 12th day of August of 2021

Mishree Lal Shaw

NOTARY PUBLIC
Govt. of West Bengal

Registration No. 85/07

Office :

SEALDAH COURT COMPLEX

Chamber :

13A, HALDER BAGAN LANE, KOLKATA - 700 004



Notarial Certificate

To ALL MEN BY THESE PRESENTS THAT I, MISHREE LAL SHAW appointed by the Government of West Bengal as NOTARY being authorised to practice in the District of KOLKATA in the state of West Bengal within union of india, do hereby verify, authenticate, certify,, attest as under the execution of the instrument, collectively Marked 'A' annexed here to, here in after called the paper WRITINGS "A" are presented before me by the Executants(s).

"M/S. SAHA DEVELOPERS"

office at - 34c, Gopal chandra Chatterjee Road, P.O & P.S. Cossipore, Kolkata-70002

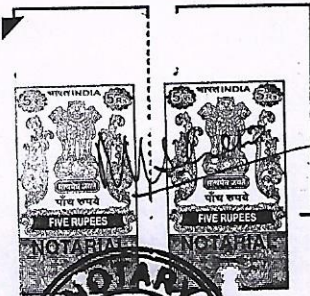
The executant(s) having admitted the execution of the "PAPER WRITINGS A" in respective hands(s) in the presence of the witnesses, who as such subscribe (s) Signature(s) thereon, and being satisfied as to the identity of the Executants(s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand(s) of the executant(s).

AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or my require.

Notarial Stamp

IN FAITH AND TESTIMONY WHERE OF I, the said NOTARY, have hereunto said and subscribed my hand and affix my notarial seal of office at Sealdah Court Complex at Kolkata,

West Bengal on this the 12th day of August Two Thousand and Twenty One



Mishree Lal Shaw
MISHREE LAL SHAW
NOTARY PUBLIC



M. L. SHAW
NOTARY
GOVT OF W B.
REGN. No -85/07
KOLKATA

12 AUG 2021



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AE 265165



DEED OF PARTNERSHIP



THIS DEED OF PARTNERSHIP is made on this the *12th* day of *August*, Two Thousand Twenty One BETWEEN SRI SHUVENDU SAHA, (PAN-AUJPS6876P), son of Sri Sailendra Nath Saha, by faith Hindu, by occupation Business, by nationality Indian, residing at 48F, B. T. Road, P.O. & Police Station Sinthee, Kolkata – 700 050, hereinafter called the “PARTNER” (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representatives, administrators and assigns) of the FIRST PART.

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Shuvendu Saha

Mamata Saha

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RS.- 100
RS.- 50
RS.- 150

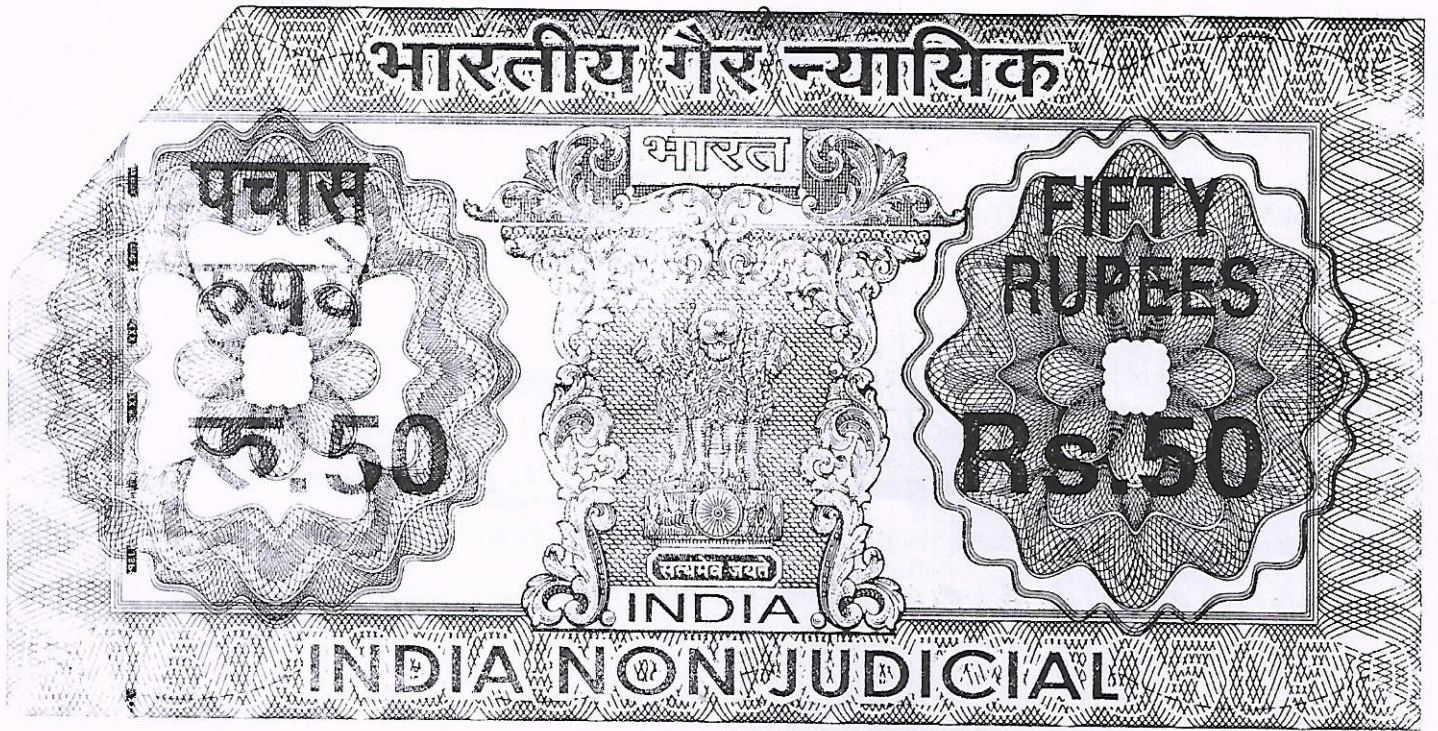
Dipak Kumar Saha
Advocate
High Court, Calcutta

NAME.....
ADD.....
Rs.....
28 JAN 2021
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kolt

28 JAN 2021

28 JAN 2021





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AA 918137



A N D



SMT. MAMATA SAHA, (PAN-BMYP51762E), wife of Sri Shuvendu Saha, by faith Hindu, by occupation Business, by nationality Indian, residing at 48F, B. T. Road, P.O. & Police Station Sinthee, Kolkata – 700 050, hereinafter called the “PARTNER” (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her heirs, executors, legal representatives, administrators and assigns) of the SECOND PART.

WHEREAS the Partners hereto have decided to start a Partnership business for carrying on business of Civil Construction and Development of landed properties.

WHEREAS in pursuance of mutual understanding and in consideration of mutual trust and confidence the parties hereto have in themselves the parties hereto agreed to be and continue as partners in the Partnership business upon and subject to the terms, conditions and stipulations hereinafter expressed.

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Shuvendu Saha

Mamata Saha

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Handwritten initials/signature

RS.- 100
RS.- 50
RS.- 150

NAME	Dipak Kumar Saha
NO.	High Court, Calcutta
RS.	
28 JAN 2021	
SURANJAN MUKHERJEE	
Licensed Start-up Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Kot-1	

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1. That the name of the Partnership Firm shall be "M/S. SAHA DEVELOPERS" as decided by all the partners mutually.
2. That the principal place of business will be situated at 34C, Gopal Chandra Chatterjee Road, P.O. & Police Station Cossipore, Kolkata - 700 002. If necessary the office can be shifted to any other place or places and that one or more branch office or offices may be opened at such place / places as the partners may determine mutually, and the firm shall run the partnership business from the said address.
3. That the Partnership hereby formed shall be deemed to have commenced with effect from the date of execution of this deed and it shall subsist and continue until and unless determined by mutual consent or in any other manner hereinafter provided or by implication of law.
4. That the nature of business of the partnership shall be Civil Construction and Development of landed properties at different locations.
5. That initially the partners shall contribute capital, for the running of the firm, in the manner detailed below and it will be credited to their respective capital account.



<u>SRI SHUVENDU SAHA</u>	-	Rs.50,000/-
<u>SMT. MAMATA SAHA</u>	-	Rs.50,000/-

That further capital and / or finance required from time to time may be introduced or brought in by the partners in future according to the necessity of the firm, irrespective of their profit sharing ratio and such contribution shall be credited to the partner's respective capital account. Each partner shall be entitled to interest at the rate of 12% (twelve percent) per annum on the balance of their respective capital account and such interest shall either be paid to the respective partners at

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such interval as may be mutually agreed upon or be credited to their respective capital account at the year end.

6. That the profit or loss of the partnership firm / business after providing interest on partner's capital, remuneration to the working partners, commission in the manner hereinafter stated shall belong to and borne by the partners in the following ratio i.e.:

<u>SRI SHUVENDU SAHA</u>	-	25%
<u>SMT. MAMATA SAHA</u>	-	75%

7. All the Partners shall attend diligently to the business of the partnership and carry on the same for the greatest advantage of the Partners and the business. However, Partners shall always have the right and liberty to lawfully appoint any person of his / her choice to attend, manage and supervise the partnership business on his / her behalf.



8. Proper books of accounts and documents, vouchers, papers etc. shall be kept and maintained to reflect the true and correct financial position of the firm and those are to be kept at the usual business place and be kept open to the inspection of each Partner or his / her authorized agent at all reasonable hours with power to take extracts and copies of the same. All moneys, incoming cheques and other securities belonging to the firm, except those required for current expenses shall be paid into or deposited with the nominated bank or banks having the partnership accounts maintained with it.
9. That the annual accounts of the firm shall be prepared on 31st March every year and the accounting year will be from 1st April to 31st day of March of the next year. The accounts shall be prepared by an Accountant and / or Auditor and the same shall bear the signature of each and every partner to the partnership firm.

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10. That one or more Bank Account or Accounts of the partnership firm shall be opened in any bank or banks depending on the convenience for operation and such account or accounts shall be operated by the **Partner No.1** namely **Sri Shuvendu Saha**.

11. That all the partners shall be the working partners of the firm and will be entitled to salary, remuneration and / or commission as per the conditions given hereunder.

- a) That total yearly remuneration payable to working partners shall be calculated at the maximum rate permissible under the Income Tax Act, 1961 or any other rate prescribed from time to time by the Finance Act in this regard.
- b) For the purpose of above calculation 'Book Profit' shall be computed as defined in the Income Tax Act, 1961 or any other applicable provisions in force.
- c) That above working partners shall not be entitled to draw any remuneration in the accounting period in which the firm has suffered loss on the basis of the income as computed under the provisions of the Income Tax Act, 1961.
- d) That the partners will be entitled to a monthly salary at Rs.10,000/- per month initially and payment of salary, commission or remuneration as recorded in the books of account of the firm shall be deemed to be the consent of the partners hereto as specified and authorized by this clause of the partnership deed.
- e) The remuneration payable to the partners shall be credited to their respective capital account at the close of the accounting period when final



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Shuvendu Saha

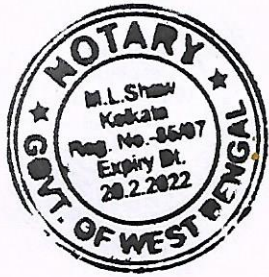
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accounts of the firm shall fall due to them on determining the same in the manner referred to hereinbefore.

12. That the firm shall be entitled to raise loan and / or advance for the purpose of the business from any public sector bank, financial institution, government institution and / or private party / parties on such terms and conditions as mutually agreed upon by the partners specifically in this behalf, in writing.
13. That all the partners by mutual consent or by mutual agreement may also approve admission of new partner or partners with the introduction of capital, in the business of the firm as working partner or otherwise and on such admission new partner shall have to pay premium for goodwill as may be calculated by the firm. Such change in the constitution of the firm shall be attached as amendment to this instrument and shall be effective on signing by all the partners. New partners shall have claim only on their respective capital account. Such new partners are / would be entitled to draw their remuneration as may be agreed upon in writing. Only the near relatives and associates of the original Partners would be introduced as new partners.
14. That all the agreements and deeds or documents relating to the transferring of flats, units and spaces and all other spaces and constructed areas intending to be transferred by the firm and all documents relating to the acquisition and transfer of any property in the name of the firm would be executed by Partner No.1 alone. The execution of such documents by the said partner shall be deemed to be accepted and consented to by the other partner/s.
15. The Staffs, Thikadars, Sub-Contractors etc. to be kept, engaged and maintained shall be so engaged keeping in view the requirement and condition of the business and all appointments, dismissals, salaries and wages etc. of such persons shall be fixed by the partners jointly.



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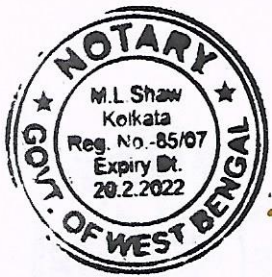
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Mamata Saha



16. All general decision regarding the business and / or marketing modality shall be taken by the partners jointly.
17. Partners are at liberty to retire from the partnership business by serving on the other partners notice to this effect at least ninety days prior to the intended date of retirement and the partner so serving such notice shall cease to be a partner from the date specified in such notice and after settlement of the share of profit and / or loss in respect of the retiring / outgoing partner.
18. In case of death, or becoming insolvent of any partner the partnership shall not be dissolved (if there be more than one continuing partners at the relevant time), but the same may be continued by the surviving and / or continuing partners, as the case may be. In case of death his / her legal heirs may, at the option of the surviving partner/s, be admitted to the partnership having such shares and such right as may be mutually agreed upon to which the deceased was entitled to during his / her lifetime, in case of retirement the continuing partner/s shall be entitled to continue the business, as sole proprietor or in partnership, as the case may be.
19. The share of the outgoing retiring / insolvent / deceased partner in the properties and assets of the partnership shall be determined by drawing up a profit and loss account up to the date of retirement being the date after completion of 90 days, insolvency or death (as the case may be) as also a Balance Sheet on such date and the amount so determined shall be paid by the continuing or surviving partner to the retiring or insolvent partner or the legal representatives of the deceased partner within one year or such other period as may hereafter be agreed from the date of retirement, insolvency or death (as the case may be) together with interest at the rate of 12% (twelve percent) per annum on such determined, amount from such date until payment and on such payment having been made, the share of the retiring or insolvent or deceased partner shall vest entirely and exclusively in the continuing or surviving partner whether or not a formal discharge has been



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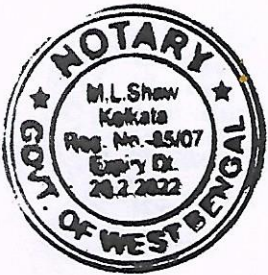
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obtained from the retiring or insolvent partner of the legal representative of the deceased partner PROVIDED HOWEVER that in computing the total amount payable to such retiring or insolvent partner of the legal representative of the deceased partner as stated above the share of goodwill shall be taken as nil.

20. That each partner shall be entitled:

- a) To manage, control and carry on the partnership business and execute all acts and deeds on behalf of the partnership.
- b) To employ, dismiss, promote or degrade any servant or employee of the firm as mutually agreed upon.
- c) To submit any dispute or difference of opinion in connection with or in relation to partnership activity to arbitration.
- d) To represent the firm before any government authorities, bank, sales tax and income tax authorities and to appoint agents or authorized representatives or attorneys and to fix their remuneration and to sign and execute agreements and other papers and documents necessary to carry on the business of the firm.



21. That the partners can add, change, modify or delete any terms and conditions by mutual consent in writing and such change shall form part of this instrument with effect from either from the date of execution of this instrument or such other date as decided by the partners.

22. Each Partner shall punctually pay and discharge his / her present and future debts and liabilities and shall at all times indemnify and keep indemnified / keep free the other Partners and the firm effectually against the same and all actions, proceedings, costs, claims, damages thereto. Each partner shall be just and faithful

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to the other partner of the firm and at all times give such other full information and truthful explanations of all matters relating to the affairs of the partnership and attorn every assistance in his / her power in carrying on the business for their mutual advantage including the accounts.

23. The Partners would be entitled to amend any clauses of this Partnership deed only on the point of the greatest advantage of the firm and its business within the framework of the Indian Partnership Act, 1932 or any amendments thereof.

24. No Partner shall, without the consent in writing of the Partners for the time being, release or compound any claim or debt due or owing to the firm or otherwise compound or settle the same or diminish any security without receiving the full amount thereof, or lend any money or deliver on credit goods belonging to, or otherwise give credit on behalf of, the firm other than in the usual course of the business of the firm or institute suits or proceedings or make himself liable as surety for any person or sell, transfer or assign or otherwise deal with either absolutely or by way of mortgage or declaration of trust, his share or interest in the firm or the profits and / or benefits thereof except in favour of another Partner or do, execute or perform or suffer to the contrary any act, deed or thing whereby the property of the firm may be exposed to the danger of being sized, attached or taken in execution.

25. That in the case of any dispute, doubt or difference arising between the partners during the continuance of the partnership firm or afterwards regarding the interpretation of the contents of this instrument as amended from time to time or regarding any matter or transaction of the firm, the point will be referred to arbitration and the award / judgment of the sole Arbitrator shall be final and binding upon the partners. If the partners to this agreement cannot ad-idere to appoint and name the sole Arbitrator then any of the partner shall have the liberty to approach the court of law having competent jurisdiction to appoint an independent Arbitrator in terms of section II of the Arbitration and Conciliation



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Act, 1996 as amended upto date. However, in any event the fees of the Arbitrator as appointed in any circumstances shall be in terms of the 'FOURTH SCHEDULE' in terms of section 11 (14) of the new Ordinance.

IN WITNESS whereof the parties hereto put their respective sign, seal and signature hereunto on the day, month and year first above written.

WITNESSES:

1. *Jyoti...* (Joydeep Roy)
101/3A. GOPAL LAL TAGORE
ROAD. BARANAGAR KOL-700036

Sheerend. Saha

Signature of the Partner

2.



Drafted & prepared by:

Dipak Kumar Saha

Dipak Kumar Saha
Advocate
High Court, Calcutta.
W.B. NO. 319/1991.

M.L. Shaw
M. L. SHAW
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KOLKATA

Marmata Saha

Signature of the Partner

SIG. ATTESTED

M.L. Shaw
M. L. SHAW
NOTARY
GOVT. OF W. B.
REGN. No.-85/07

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THE 12th DAY OF August 20 21

PAPER WRITINGS 'A'
&
THE RELATED
NOTARIAL CERTIFICATE



Instrument Deed of Partnership
"M/S. SAHA DEVELOPERS"

AND

A handwritten signature in black ink, appearing to read "M. L. Shaw".

MISHREE LAL SHAW
B.Com, B.A., LL.B(Kol.), Advocate
&

NOTARY PUBLIC

Govt. of West Bengal
Registration No. 85/07
ROOM NO. 301

SEALDAH COURT COMPLEX

Kolkata - 700 014

CHAMBER :

13A, Halder Bagan Lane
Kolkata - 700 004

Phone : (Ch.) (033) 2555-2945 (Court) 2354-4749

Mobile : 9231522796