

Sl. No:- 96/24

Sujata Ghosh Das
Notary, Govt. of West Bengal

Professional Address:-
A-II/4, Srabani Absan
FC-Block, Sector-III
Salt Lake,
Kolkata - 700106



Notarial Certificate

(Pursuant to Section 8 of The Notaries act, 1952)

TO ALL TO WHOM THERE PRESENTS shall come, I, Sujata Ghosh Das duly appointed as a NOTARY by the Govt. West Bengal to practice throughout the district of Kolkata, Union of India do here by certify authenticate attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatures as to the matter contained therein, presented before me by the executants :

Deed of Partnership
Executed by
Sri Sanjoy Sur Chowdhury
P.O Alambor or P.S Boranagar
KOL - 700035

hereinafter referred to as the Executants in this the day of.....

15 APP 2024

The Executants having admitted the Execution of the paper, writing "A" and being satisfied as to the identity of the Executants I have attested IN FAITH AND TESTIMONY WHEREOF, I the said Notary have hereunto subscribed by name and

affixed my seal of office on this the

day of 15 APR 2024

S. Ghosh Das

SUJATA GHOSH DAS

Notary, Govt. of West Bengal

Regd. No:- 014/2022

C.M.M's Court Compound

2 & 3 Bankshall Street

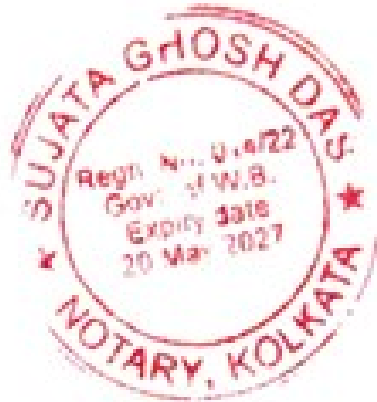
Kolkata - 700001



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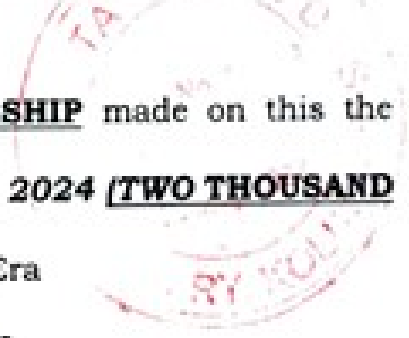
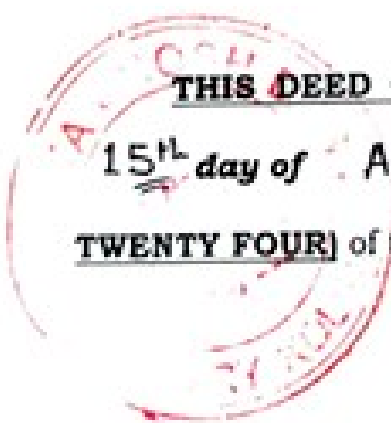
AN 507007

S. Ghosh Das




DEED OF PARTNERSHIP

Saving Somebody




THIS DEED OF PARTNERSHIP made on this the
15th day of April, 2024 (**TWO THOUSAND**
TWENTY FOUR) of the Christian Era

BETWEEN


SUJATA GHOSH DAS
Notary Govt. Of W.B.
Regd. No. 014/22
City Sessions Court, Kolkata

15 APR 2024


SUJATA GHOSH DAS
Notary Govt. Of W.B.
Regd. No. 014/22
City Sessions Court, Kolkata

15 APR 2024

ক্রমিক নং 2010 তারিখ 09-07-24

মুদ্রা : 50/- TANMOY MUKHERJEE
ADVOCATE

জেতা : HIGH COURT, CUTTACKA

সিদ্ধান্ত :
ভেঙার : Ranjita Paul

মাহিসেবা : ভেঙার
কাম্বিন্ড দফা : আর. অফিস
বি

T. K. An 15/7.

ভেঙারের নাম - রঞ্জিতা পাল

ভেঙারের নাম :- কারাকম্পুর
ডি ডি নং ২ O. A P. R. 2024

স্ট্যাম্প খরিসের তারিখ 160000

এই ডি ডি. নং মোটী সত মিনার

স্বাক্ষর : অমিত কল্লি ইন্ডিয়া



SRI DIBYENDU BHAR (PAN: AFHPB9106J, Aadhaar No. 5901 5937 1513), son of Sri Radha Kanta Bhar, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 55, Rajkumar Mukherjee Road, P.O. - Alambazar, Police Station - Baranagar, Kolkata - 700035, District - North 24 Parganas, hereinafter called the "**SECOND PARTNER**" (which expression unless otherwise excluded by or repugnant to the context shall be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the **SECOND PART.**

WHEREAS to avoid any disputes and differences the partners hereof have agreed to the terms and conditions of the regular **DEED OF PARTNERSHIP.**

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

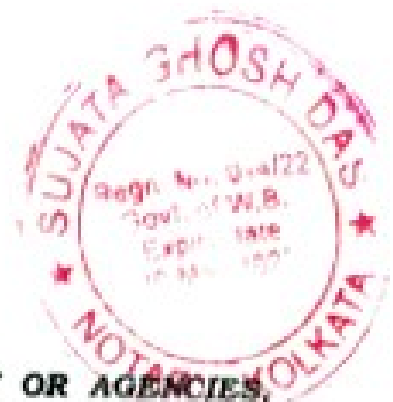
Dibyendu Bhar

1. **NAME** : That the name and style of the Firm "**S. D. ENTERPRISE**" having its Registered Office at 55, Rajkumar Mukherjee Road, P.O. - Alambazar, Police Station - Baranagar, Kolkata - 700035, District - North 24 Parganas, and the said name & Office address may be changed, hereinafter into some other name as desired by the partners hereof.
2. **OFFICE** : That the office partnership business shall be at **55, Rajkumar Mukherjee Road, P.O. - Alambazar, Police Station - Baranagar, Kolkata - 700035, District - North 24 Parganas**, and such other place or places as shall be found more convenient and agreed upon between the parties hereto from time to time.



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05 APR 2024



3. **OPENING OF BRANCH OR BRANCHES AGENCY OR AGENCIES, LOCAL OFFICE OR OFFICES** : That Branch or Branches, agency or agencies, local office or offices may be opened at any place or places in India which the partners may mutually agree.

4. **NATURE OF BUSINESS** : That the business of the Partnership Firm establish hereby shall primarily concern with Dealing in Building Material supply, Land Development, Building Construction & other Civil works on contract basis as the Partners may from time to time mutually determine, as may be mutually agreed upon from time to time.

5. **COMMENCEMENT OF BUSINESS** : That the Partnership business shall be deemed to have commenced on and from the **1st day of April, 2024** and shall continue at will till dissolve by mutual consent of the Partners hereof.

6. **CAPITAL** : That the initial capital of **Rs. 2,00,000/- (Rupees Two Lakhs) only** shall be contributed by the Parties hereof in the following manners :-

- (1) **SRI SANJAY SURCHOWDHURY** Rs. 1,00,000/-
- (2) **SRI DIBYENDU BHAR** Rs. 1,00,000/-

7. **FUTURE CAPITAL** : That if during the continuance of this

Dibyendu Bhar

Sanjay Surchowdhury

Partnership any further capital contribution is considered necessary for the business of the firm, the same shall be contributed by the Partners in such ratio as may be mutually agreed upon by and between the partners of the firm.

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- B. CHANGE IN FIXED CAPITAL STRUCTURE :** That during the continuance of this Partnership, the FIXED CAPITAL RATIO of the Partners may change with the consent of all the partners in writing, subject to such terms and conditions as may mutually agreed upon by the parties hereto.
- 9. PAYMENT OF LOAN AND/OR ADVANCE :** That if any time during the continuance of the Partnership, any partner given with consent of other partner in writing any loan or advance in the nature of loan to the Partnership firm in addition to his contribution towards the capital of the firm, he will be entitled to get of usual Banking interest as mutually agreed upon to the profit made or any loss incurred by partnership business and that such payment of interest on loan shall be a charge against the Profit & Loss Account of the Partnership Business.
- 10. DRAWING BY PARTNERS AND INTEREST THEREON :** That any partner with the written consent of the other partner/s may draw

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Drawing under balance

money from the partnership business, if the funds of the firm permit out of the said partners and the amount drawn in excess of credit balance in his current account shall be charged with interest at such rate as may be mutually agreed upon by the partners.

11. **SHARE OF PROFIT AND LOSS** : The net profit and losses of the partnership firm of any financial year (after paying all its expenses) shall be divided and distributed in the **equal ratio** proportionate to the investment of the partners.

12. **MANAGEMENT AND ADMINISTRATION** : The management of the firm shall be done by all the parties hereto mutual consent to each other.

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Date: 14/11/2021
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- 13. BANK ACCOUNT OF THE FIRM AND OPERATION THEREOF:** That the partnership firm shall open the Bank Account/Accounts with any Nationalized Bank and/or Private and/or Foreign Banks and/or in any other Bank in the name of aforesaid PARTNERSHIP FIRM "**S. D. ENTERPRISE**" AND that such Bank Accounts shall be operated jointly by **both the partners**.
- 14. MAINTENANCE OF ACCOUNTS :** That proper Books of Accounts shall be caused to be maintained in English Language according to Financial Year i.e. from 1st day of April to 31st day of March of the following year and so on in the subsequent years and wherein shall be recorded all financial matter, things and transactions relating to the concerning the partnership business of the firm and are to be properly kept and caused to be maintained by both the partners.
- 15. PRESENTATION OF ACCOUNTS / DOCUMENTS :** That the Books of Accounts of the firm and all other papers and documents shall be kept at the main place or business of the firm and the same shall be opened for inspection by all the partners at all reasonable time with power to take copies thereof and to take all sorts of means for the checking of the same.
- 16. FINALISATION OF ACCOUNTS :** That the accounts of the firm shall be closed on 31st March and each year. During the continuance of partnership a general account of the transactions, Trading Account and Profit & Loss Account and Balance Sheet thereof shall be

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prepared for the year and these shall be signed, by all the partner and that if any of the partners refuses to sign the said accounts and Balance Sheet without assigning any valid reasons thereof, the said accounts shall be sent to him through registered post and on the date of such posting he shall be deemed to have signed the same.

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15 APR 2024



17. **MINUTES OF PARTNERS MEETING** : That when necessary to discuss such matters as the partners may mutually decide and the discussion and decision taken at such meeting must be recorded in the Minute Book which shall be Countersigned by all the partners and such decisions recorded therein shall be binding on both the partners.

18. **QUORUM IN A PARTNER'S MEETING** : That in the absence of any one partner among two partners in the meeting the quorum will not be accepted.

19. **CONVERSION OR CHANGE OF CONSTITUTION OF THE PARTNERSHIP FIRM** : That this partnership business with all the

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assets and liabilities goodwill and title may be converted into a private limited or public limited company at such suitable time as the partners may mutually agreed upon.

20. **RETIREMENT BY THE PARTNER** : That any of the partners during the continuance of partnership, desiring to retire from the firm, shall serve not less than two English Calendar Month, Notice in writing to that effect to the other partner of the firm and the said partnership business will be dissolved.
21. **DEATH/EXPULSION OF A PARTNER** : That in the case of death of any partner and/or any partner expelled on the ground of violation of moral turpitude or in case of partner retiring from the partnership business, the said partnership business will be continued. In case of death of any partner, his nearest kin may be admitted as partner in the said business / firm.



SUJATA GHOSH DAS
Notary Govt. Of W.B.
Regd. No. 01422
High Court, Kolkata

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22. STIPULATIONS

: No partner shall without consent in writing of other partner will do any of the undermentioned acts and deeds

Viz:-

- (a) lend any money of the partnership firm to any person or any business;
- (b) delivery on credit any goods belonging to the firm where the other partner or partners have forbidden him to do so;
- (c) to pledge the credit of the partnership;
- (d) to stand bail, or offer surety for the Third Party which may in any manner affect the indenture or effect the prestige, reputation and/or status of the partnership business;
- (e) to open bank account on behalf of the firm in its name;
- (f) to admit any liability in a suit or proceedings of the firm
- (g) to enter into partnership business on behalf of this partnership business;
- (h) to carry on any other allied business or trade without the consent of the other partners;

23. STIPULATIONS

: The Partners will also the maintain the followings:

- (a) None of the Partners shall be at liberty without the consent of all other partners inviting to raise loan in the name of partnership business or none of them shall do anything on the instances of any of the partners, the other partners and the firm shall never be liable for the same.

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(b) That the partners shall punctually pay and discharge their own and separate debts and liabilities and shall keep the firm effectually indemnified against the same.

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25. **DECISION IN CASE OF DIFFERENCE OF OPTION (ARBITRATION):**
That if any dispute or difference of opinion arise between the partners on any matters pertaining to the partnership business, the same shall (if not settled by mutual agreement by themselves) be referred to Arbitration to the mutually acceptable Arbitrator and the Award of such arbitration shall be final and binding on all the partners of the firms.

26. **ADMISSION OF NEW PARTNER(S) :** That the admission of new partner or partners shall be made only on the basis of mutual unanimous consent of all the partners.

27. **FINALISATION OF ACCOUNTS ON RETIREMENT / DEATH :**
That on the retirement and/or death of any partner on being incapacitate or health ground during the continuance of this partnership, all the assets excluding goodwill and all liabilities are to

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be revalued and a complete account will be drawn up to the date of such retirement to ascertain the value of the net assets and the share of retiring partners thereof and the retiring partner and/or legal heirs of deceased partner will be entitled to the credit balance in his capital account and current account, share or profit and loss after adjustment of any amount due to the partnership but the total amount thereof would be transferred to retired partner's / deceased partner's personal account and the amount thereof would be disbursed to the retiring in the presence of under sign witness signature of the Partners Execute hereon.

Sonjoy Samchundhary

SUJATA GHOSH DAS
Mistry Govt. Of W.B.
Regd. No. 014/22
City Sessions Court, Kolkata

15 APR 2024
15 APR 2024



IN WITNESS WHEREOF the partners put their respective signatures on
the day, month and year first above written.

**SIGNED AND SEALED AND DELIVERED
BY THE FIRST & SECOND PARTNERS
HEREIN AT KOLKATA IN PRESENCE OF**

1. Ladha Kant Bhai Sanjay Surochomdhry

SIGNATURE OF FIRST PARTNER

Dilip Kumar Bhan


SIGNATURE OF SECOND PARTNER

2. Sulagna Bhar

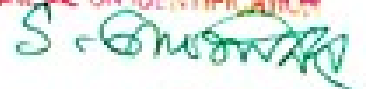
Drafted by me,

Tanmoy Mukherjee

TANMOY MUKHERJEE,
ADVOCATE,
HIGH COURT, CALCUTTA.


Notary Public
West Bengal
Chennai
15 APR 2024

ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION


NOTARY

15 APR 2024

INSTRUMENT "A" dated..... day of
.....
with
Notarial Certificate
Dated..... Day of.....

Sl. No:-

**Notary
Public**

SUJATA GHOSH DAS
Regn. No. 014/22
Govt. of W.B.
Expiry date
20 Mar 2027

Certificate



Notarial

In the matter of:

Notarial Certificate

SUJATA GHOSH DAS
ADVOCATE
NOTARY PUBLIC

Govt. of West Bengal
Regd. No.- 014/2022
C.M.M's Court Compound
2 & 3, Bankshall Street,
Kolkata-700001

MOBILE:- 9123057011

SUJATA GHOSH DAS
ADVOCATE
NOTARY PUBLIC