

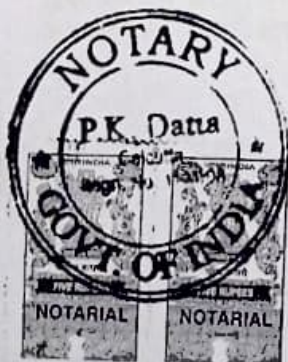
SL. NO. 48/2023

Notarial Certificate

To all to whom these presents shall come,
Pradip Kumar Datta duly appointed by the Central
Government as a Notary and practising throughout the city of
Calcutta (West Bengal), Union of India, do hereby certify
that the paper writings, collectively marked 'A' annexed hereto,
hereinafter called the paper Writings, 'A' are presented before
me by the executant's.

Nature of Document *Deed of Partnership*
Executed by *Sri Suranajyoti Roy & ors.*
at - BD-1/6, Debbardunagar, P. Bagmati, Kolkata - 700059
and others as per the same

hereinafter referred as the executant/s on this
the *01 JUN 2023* day of *01 JUN 2023* in the year
The "Executant/s" having admitted the execution of the
Paper Writings "A" and being satisfied as to the identity of
the executant I have attested the execution.

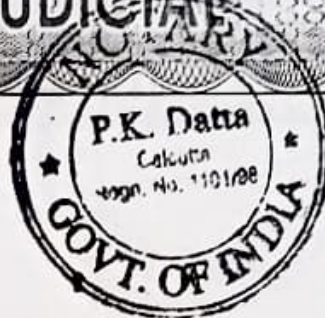


IN FAITH AND TESTIMONY WHERE OF I, the
said - Notary, have hereunto subscribed my
name and affixed my seal of office this
day of *01 JUN 2023* the year *01 JUN 2023*

P. K. Datta
Notary
Govt. of India
Regn. No. 1101/98
Chief Metropolitan Magistrate's Court
2 & 3, Bankshall Street, Kolkata - 700 001
01 JUN 2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



AN 326282

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on 1st day of June Two Thousand Twenty-Three (2023) at the places in Kolkata.

AMONGST

(1) SRI SWARNAJYOTI ROY, (PAN AHQPR0216C) (AADHAAR 3517 3108 3935), son of Sri Narayan Chandra Roy, by faith Hindu, by Nationality Indian, by occupation - Business, residing at BD-1/6, Deshbandhu Nagar, P.S Baguiati, P.O. Deshbandhu Nagar, District North 24-Parganas, Kolkata 700 059, West Bengal, hereinafter called and referred to as the **FIRST PARTY** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives and assigns) as the party of the First Part.

AND

P. K. Datta
Notary
Regn. No. 1101/88
C.M.M.'s Room
A. S. Bandyopadhyay Street

01 JUN 2023

32370
No. _____ Sold to OM Sai Enterprises
Address _____ AS24/1, Arjunpur, Dehbandha
Rs. _____ Nagar, KOI-59
Date _____

SIPRA DEPT
Licence 01 JUN 2023
Code 017070
1, N. S. Road, Kolkata-700 001

$100 \times 1 = 100$
 $50 \times 1 = 50$

 150

NOW THIS INDENTURE WITNESSETH and it is agreed and covenanted with each other between them as follows:-



1. NAME OF THE FIRM:

The name and style of "OM SAI ENTERPRISE"

OBJECTIVES, ACTIVITIES & FUNCTIONING OF THE FIRM:

2. NATURE OF BUSINESS:

That the nature of business of partnership shall be Development Work Construction Work, Real Estate Business or Promoting on the Property and other allied constructional purpose business as may deem fit and proper.

3. ADDRESS OF PARTNERSHIP BUSINESS:

The address office at AS 24/1, Arjunpur, Deshbandhunagar P.S. Baguiati, P.O. Deshbandhunagar, District North 24 parganas, Kolkata -700059, West Bengal. And its branch office city office shall be on other place as the partners will decide by mutual consent between them from time to time and may consider for this Partnership.

4. DATE OF COMMENCEMENT & DURATION OF THE FIRM'S BUSINESS:

The Partnership shall be commenced from 1st Day of June Two Thousand Twenty Three (2023) and be continue until dissolved by mutual consent or otherwise according to law.

5. PROVIDE THAT the partners hereto with mutual written consent may take over other business which is suitable for this Partnership business and the Partners may convert this partnership business into a Private Limited Company for the betterment of business in future.

6. PARTNERSHIP STATUS:

That all the two Partners namely Sri SWARNAJYOTI ROY, SRI SUMIT MONDAL will Act as the active partners of the Firm under all circumstances.

P. K. Datta

Notary
Reg. No. 110/MH
G.M.M. Court
1, Park Road, Baguiati

01 JUN 2023



7. BANK ACCOUNT OPERATION OF THE FIRM:

The firm shall open a current account in the name of "OM SAI ENTERPRISE" at any bank and such account shall be operated by all the partners or as per mutual decision of the partners jointly as declared from time to time to the Banks.

8. PARTNER'S CAPITAL CONTRIBUTION:

- a) That The initial Capital Investment of the Firm will be of Rs.4,00,000/- (Rupees Four Lakh only) and the same will be contributed by the partners in the following manner.

SRI SWARNAJYOTI ROY the Partner of the First Part: Rs. 2, 40,000/-

SRI SUMIT MONDAL the Partner of the Second Part: Rs. 1, 60,000/-

- b) Provided that amount to be paid by SRI SWARNAJYOTI ROY AND SRI SUMIT MONDAL the partners No 1 and 2 herein by cash and cheque in the above mentioned Business at a time or part by part or as per necessity of the business.
- c) That the herein also entitled to raise fund for the aforesaid business by taking loan from any financial institute or from any Nationalized Bank, Commercial Bank and any other financial institution.
- d) Any Cash receipt by partner must be deposited into Bank account of the Partnership firm.

9. INTEREST ON CAPITAL:

That the partners will also be eligible to get interest @ 12% per annum on the capital as per section 40(b)(iv) of the I.T. Act'61 and such interest will be deducted at the time of computing the net profit of the firm and in case of debit balance interest 12% per annum will also be charged from the partners. However, in case of loss or lower income rate of interest can be 'NIL' or lower than 12% as may be agreed to by between the partners from time to time.

10. SHARE OF PROFIT & LOSS & REMUNERATION:

That the Profit and Loss of the firm shall be distributed between the partners in the manner as follows:-

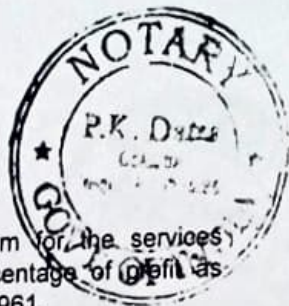
(i)	SRI SWARNAJYOTI ROY	(First Partner)	60%
(ii)	SRI SUMIT MONDAL	(Second Partner)	40%

That the Net Profit and Loss of the Partnership business shall be made after adjustment of all expenses, Salary, Bonus, Firm Expenses, Accounts, TDS, Commission, Interest on Loan of the partners if provided or desirous to get as per provisions under section 40(B) (v) of the Income Tax Act, 1961.

11. PARTNERS COMMISSION:

P. K. Datta
Notary
Regn. No. 110745
Calcutta Court
A. S. Bandyopadhyay
100/101

01 JUN 2023



That the partners may also get commission from the firm for the services rendered and this commission is also subject to the percentage of profit as mentioned herein before and in accordance with the I.T. Act 1961.

12. BORROWING OF FUNDS BY THE FIRM: That the Firm may borrow money for the partnership business from Individuals/Banks/Financial Institutions at the prevailing rate of interest or as may be mutually agreed upon.

13. RIGHTS OF PARTNERS:

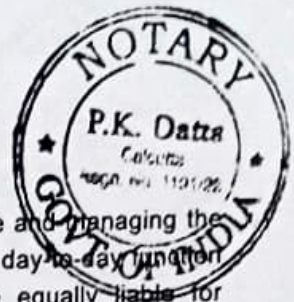
All the partners of the Firm herein mutually settled and declared that the partners jointly shall have the exclusive right to sign papers, documents, agreements, deeds of conveyance, accounts, cheques, pay orders, challahs, receipts etc.

14. BOOKS OF ACCOUNTS OF THE FIRM:

- a) The firms shall regularly maintain in the ordinary course of business, true and correct accounts of all its transactions and also of all its assets and liabilities, the books of account, which shall ordinarily be kept at the firm's place of business. The accounting year shall be the financial year from 1st April onwards and the balance sheet shall be properly audited and the same shall be **signed** by all the Partners. Every Partner shall have access to the books and the right to verify their correctness.
- b) That the Balance Sheet, Profit & Loss Account, Capital Account of the partnership firm shall be made yearly basis and after due audit by an Accountant or by a Chartered Accountant both the partners herein shall put their respective signature over the same and then will be treated as final.
- c) That all the book of account, bill, vouchers and all important documents and papers shall be kept in the place of business and both the partners shall have right to inspect the same within working hours and also entitled to take photo copy of the same. Any expenditure will be shown in voucher.

P. K. Datta
Notary
Regn. No. 1101/200
C.M.M.'s Court
1 & 3, Barchhall Bldg
Calcutta - 700 001

01 JUN 2023



15. MANAGEMENT:

Partners will hire professionals for food production, service and managing the establishment. These professionals will be responsible for day-to-day functions and transactions of the restaurant. All partners will be equally liable for strategic decisions, overseeing, fund management and legal consequences.

16. PARTNER'S SALARY:

It is hereby agreed that the partners hereto shall be regarded as working partners and all of them shall be entitled to get salary or remuneration from the firm for services rendered in any capacity and such salary or remuneration shall varied time to time with mutual agreement by the partners.

17. DRAWING BY PARTNERS:

That the partners may time to time withdraw funds from the partnership business for his personal expenses and the maximum amount of drawing per month or per year would be mutually agreed upon based on works done by each partner for the partnership business.

18. RETIREMENT AND DISSOLUTION:

That both the partners shall have right to retire from the partnership business at any time but the retiring partner shall have to give written notice to the other partner at least 4 (Four) month before retirement and after expiry of such notice retiring partner will be only entitled to get refund his investment with Profit and Loss as per Capital A/c and Final Account of the firm. Retiring partner or any other partner will not be entitled to sell of his respective share to any third party. After retirement and or at the time sell of retirement a deed of Retirement shall be executed by the retiring partner. In case of death of any partner, this firm shall not be dissolved, only major legal heirs of the deceased partner will be entitled to take part on the partnership business. If the legal heirs desire otherwise, then the legal heirs of the deceased partner is are entitled to get refund his/her/their benefits, If the heirs of the deceased desirous to continue the business, then a new deed of partnership will be made by admission of partnership of the legal heirs of the deceased partner. If

both the existing partners desire to dissolve their partnership business mutually on that event also a Deed of Dissolution will be made between/ amongst the existing partners.

19. IMPLIED CLAUSE:

That both the partners shall be just faithful to each other in all transaction relating to the business and at all times be responsible to give answer to other partner and just faithful accounts of the partnership affaire.

P. K. Datta
Notary
Regn. No. 1101/22
C.M.M. & Co.
A. J. Bhatnagar & Co.
Jams. 7th 2023

01 JUN 2023

20.DEATH OF PARTNER:



In the event of the death of any partners, one of the legal representatives of the deceased partner shall become the partner of the firm and in the event the legal representative show their denial to point the firm, they shall be paid the part of the purchase amount calculated as on the date of the death of the partners.

21.RESTRICTION CLAUSE:

No partners shall, during the continuance of partnership without the consent of the other partners giving in writing do any of the following things:-

- a) Land any money or deliver on credit any goods belong to or otherwise give credit on behalf of the partnership firm as agreed to speculate in the funds of partnership.
- b) Transfer movable or immovable property belonging of the firm.
- c) Acknowledge any debts due from the partnership so as to extent the period of limitation for a suitable for the recovery of such a debt.

22.SPECIAL AGREEMENT:

That the partnership shall be Governed by the provision of the Indian Partnership Act 1932 or any other statutory modification thereof from the time being enforced save and except the provisions made hereinabove.

23.ARBITRATION CLAUSE:

That in case of any dispute or difference of this partnership or interpretation of the contents of this instrument of partnership, then same shall be referred to the Arbitrator of the respective partners which shall be appointed by the partners according to their choice and the decision of the Arbitrators or Umpires shall be final and parties are bound to accept the same subject to the Indian Arbitration and Conciliation Act.1996 or any other law for the time being enforced.

24.That there should be no personal liabilities of partners which should affect the partnership firm at any stage.

P. K. Datta
Notary
Regn. No. 119/1980
C.M.M.'s Office
1 & 2, Barabazar Road
Calcutta - 700 091

01 JUN 2023



25.REMUNARATION: It has taken decision by both the partners namely SRI SWARNAJYOTI ROY, SRI SUMIT MONDAL, the partner No 1 and 2 herein of the firm known as OM SAI ENTERPRISE, that SRI SWARNAJYOTI ROY, the partner No 1 shall be entitled to get remuneration @ Rs.4,200/- (Rupees Four Thousand Two Hundred Only) per month as his Remuneration and SRI SUMIT MONDAL, the partner No 2 herein shall be entitled to get remuneration @ Rs.2,800/- (Rupees Two Thousand Eight Hundred Only) per month as his Remuneration in 60:40 ratio as mentioned above as per provision of section 40(b)(IV) read with explanation 3 of the Income Tax Act,1961 or any other applicable provision as may be in force in the Income Tax Assessment of the partnership firm for the relevant accounting year,20% annual increment for smooth management of the business of the firm.

26. That it is clearly mentioned here both the partners herein will get such remuneration as mentioned above if they continue the business from the beginning to end.

27. That the partners herein shall have every right to take New partner in partnership business upon amicable joint consultation between them and also with the unanimous decision by both the partners of the firm named and known as "OM SAI ENTERPRISE".

IN WITNESS WHERE OF the partners hereto have set and subscribed their respective hand and seals this day, month and year first above written.

SIGNED,SEALED & DELIVERED

In the presence of:

Witnesses:-

1.

2.

Swarnajyoti Roy

SRI SWARNAJYOTI ROY

FIRST PARTNER

Sumit Mondal

SRI SUMIT MONDAL

SECOND PARTNER



Identified by me

Tina Das
Advocate
Regn No. - F-1322/21

P. K. Datta
Notary
Regn. No., 110/M-1
C.M.M.'s Court
7 & 3, Bank Street
Kolkata-1

Signature attested by me
on Identification of advocate

P.K. Datta
Notary

01 JUN 2023



Dated the 1 JUN 2023 day of 20

IN THE MATTER OF

Instrument "A"

AND

IN THE MATTER OF
Notarial Certificate

P. K. Datta

ADVOCATE

&

Notary Public

GOVT. OF INDIA
REGN. NO. 1101/98

CMM,s Court
2 & 3, Bankshall Street
Kolkata-700 001

:: OFFICE ::

12/2, Old Post Office Street,
2nd Floor, Kolkata-700 001