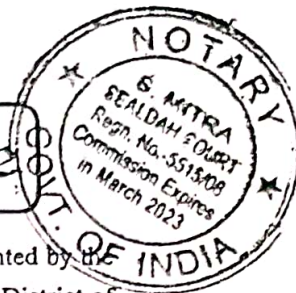


SL. No. 80 of 16/08/2022

# Notarial Certificate



TO ALL MEN THESE PRESENTS SHALL Come, I SARBANI MITRA appointed by the Government of India as a NOTARY being authorised to practice as such 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, do hereby declare that the paper writing collectively Market 'A' annexed hereto hereinafter called the paper WRITINGS "A" are presented before me by the Executants(S).

M/s. Sonas Bangla Enterprise at  
229/3, R.N. Tagore Rd, P.O. Bediapara, P.S. Dum Dum,  
Kolkata-77 rep. by. Sri Amit Kr. Biswas  
Sri Raju Debnath  
Sri Kamsik Roy

herein after referred to as the executants (s) on  
this 16th days of Aug  
Two thousand 22

The executant (s) having admitted the Execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identity of the Executant (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 may require.

Notarial Stamp  
on original



IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at SealDAH Court at SealDAH in the Dist. at Kolkata on this 16th day of Aug  
Two thousand 22

SARBANI MITRA

NOTARY

Govt. of India

Regn. 5515/08

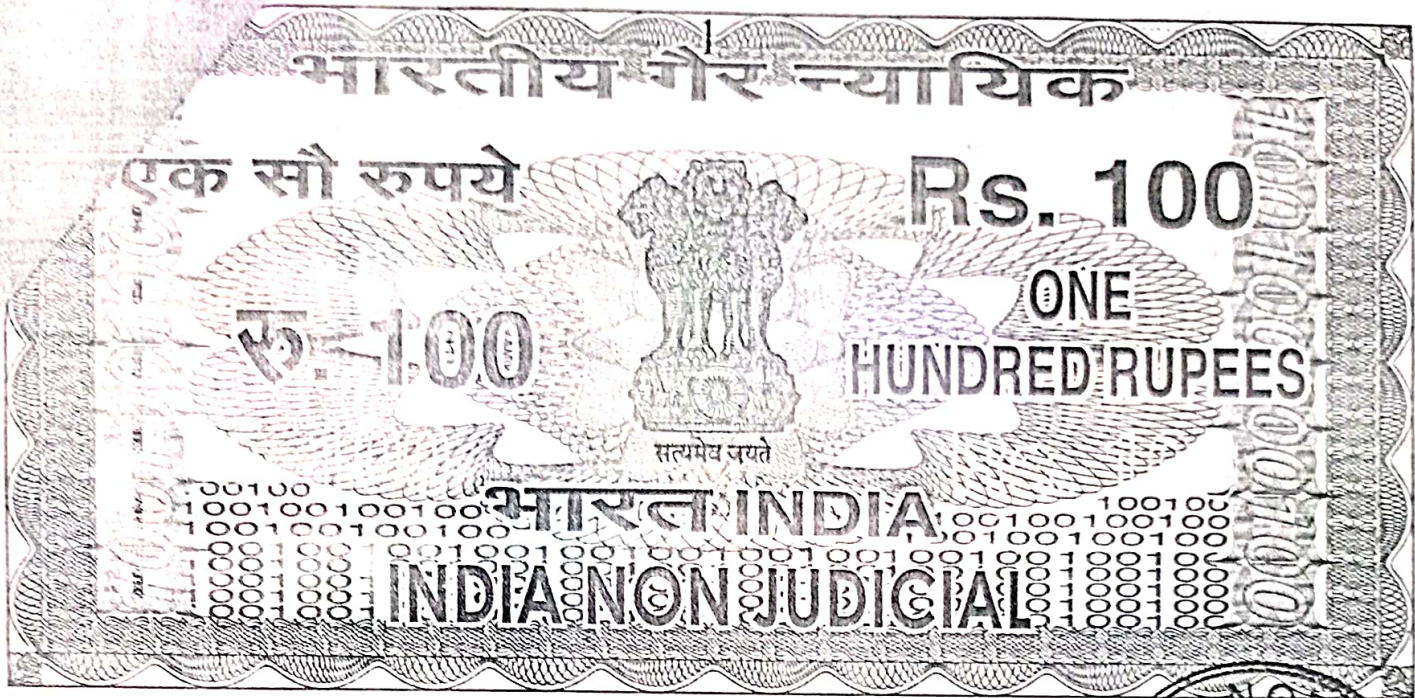
SEALDAH COURT

Ph.: 87773 03277

16 AUG 2022

S. MITRA  
Notary Public, Regn. No. 5515/08  
Govt. of India  
SEALDAH COURT  
KOLKATA





पश्चिम बंगाल WEST BENGAL



## DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this the 15<sup>th</sup> day of August, Two Thousand Twenty Two (2022).

BETWEEN

SRI AMIT KUMAR BISWAS (PAN: AKEPB3650M), Son of Sri Ashim Kumar Biswas, by occupation - Business, by faith - Hindu, by Nationality -Indian, residing at 106, Purba Sinthee bye Lane, P.O- Ghughudanga, P.S- Dum Dum, Kolkata- 700030, District- 24 Parganas (North), herein after called the FIRST PARTNER. (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heir, heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

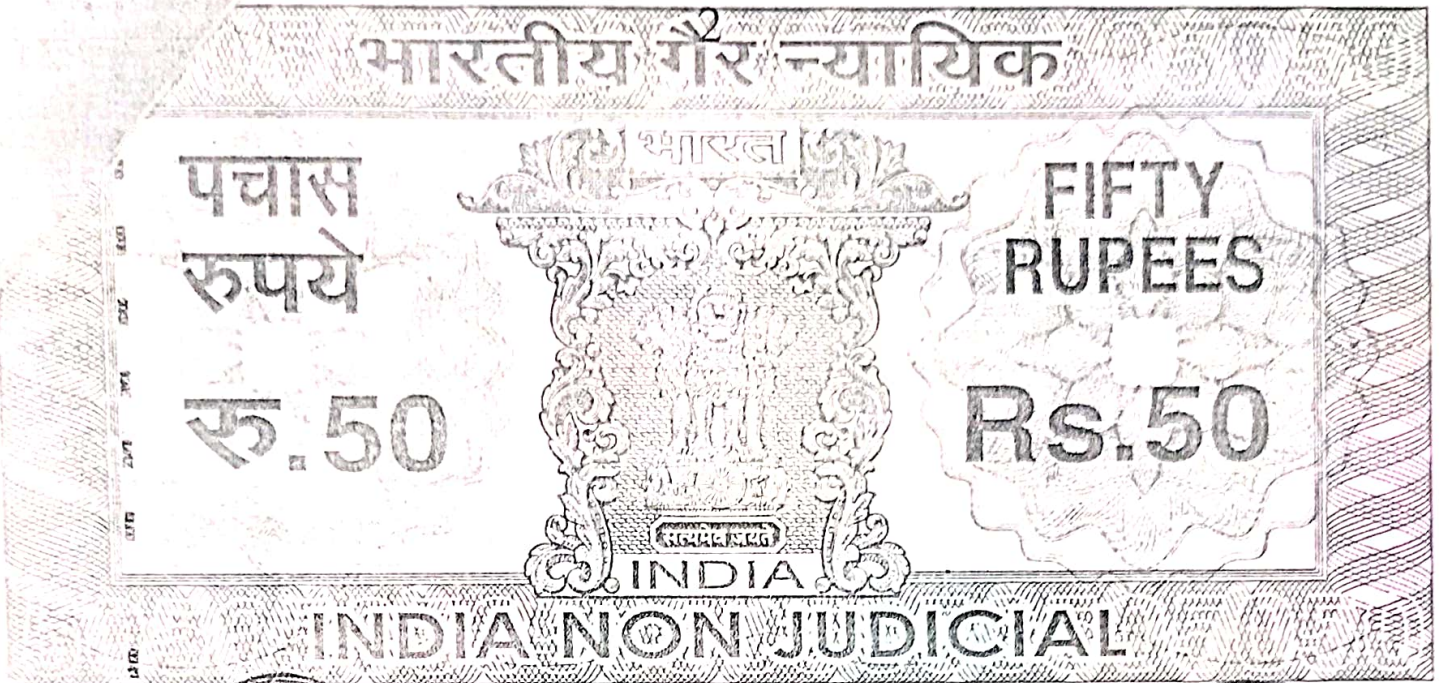
S. MITRA  
Notary Regn. No. 5515/08  
Govt. of India  
SEALDAH COURT  
KOLKATA

Raju Debnath  
Kanshi Roy

16 AUG 2022

*[Signature]*

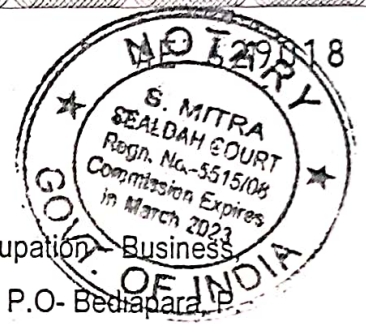




পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



AND

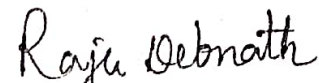


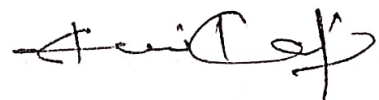
SRI RAJU DEBNATH (PAN: AQOPD7279A) Son of Sishir Debnath, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 229/3, R.N. Tagore Road, P.O- Bediapara, P. S. Dum Dum, Kolkata -700 077, Dist. North 24-Parganas, herein after called the SECOND PARTNER (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

AND

SRI KAUSIK ROY (PAN: AGSPR2740J) Son of Sambhunatha Roy, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 2/8, Ramkrishna Ghosh Road, P.O. & P. S. - Sinthee, Kolkata -700 050, Dist. North 24-Parganas, herein after called the THIRD PARTNER (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

  
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SEALDAH COURT  
KOLKATA

  
Raju Debnath  
Kausik Roy



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WHEREAS both party are decided to start a new business in the nature of Construction Developing of Building & Promoting in name of "M/S SONAR BANGLA ENTERPRISE" as above mentioned nature and other allied Business or any other Job under the same name and style and mutually agreed to start the business on partnership basis at will.

AND WHEREAS the parties hereto have mutually agreed to carry on the aforesaid business on partnership basis in the name of the aforesaid firm.

AND WHEREAS for the purpose of avoiding the future disputes and litigation of the business and also for knowing the rights, duties and liabilities of the Partners and also for the purpose of properly continuing and running the said partnership and also in order to safeguard their respective interests or for the interest of their legal heirs, the parties hereto have agreed on the following terms and conditions which are desirable and justifiable in accordance with law.

NOW THIS INDENTURE WITNESSETH and it is agreed and covenanted with each other/ amongst themselves as follows: -

1. FIRM NAME AND OFFICE: That the Partnership shall be carried on under the name and style "M/S SONAR BANGLA ENTERPRISE" having its Place of business and or Registered Office at 229/3, R.N. Tagore Road, P.O- Bedia para, P. S. Dum Dum, Kolkata -700 077, Dist. North 24-Parganas, and / or City Office shall be on such other place which will be decided by the Partners by mutual written consent and may considered suitable for this Partnership.

Provided that the parties hereto upon their mutual consent may shift the head office of the firm to the other place or places and also may open branch or branches as the parties from time to time may decide for their benefit and convenience for carrying on the partnership business, It is also agreed to convert this partnership firm into a Private limited company or L.L.P.

2. COMMENCEMENTS AND DURATION:

That the partnership shall be deemed to have commenced with effect from the Execution of this indenture and this Partnership shall be at the will of the parties.

S. MITRA  
Notary Public, No. 5515/08  
Govt. of India  
SEALDAH COURT  
KOLKATA

Rajiv Debnath  
Kansiri Roy

*[Signature]*

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### 3. NATURE OF BUSINESS:

That the business of Partnership shall be mainly for the Construction, Developing of Building & Promoting and other allied Business or any other Job and other business Provided that the Partners hereto by mutual written consent may take such other business, which is suitable for this partnership.

### 4. CAPITAL INVESTMENT, INTEREST & FUND:

(a) That the initial Capital Investment of the firm will be of Rs. 15,00,000/- (Fifteen Lac) only and the same will be contributed by the partners in the following manner.

- |    |                              |                |
|----|------------------------------|----------------|
| 1. | <u>SRI AMIT KUMAR BISWAS</u> | Rs. 5,00,000/- |
| 2. | <u>SRI RAJU DEBNATH</u>      | Rs. 5,00,000/- |
| 3. | <u>SRI KAUSIK ROY</u>        | Rs. 5,00,000/- |

(b) That the partners also entitle to raise fund for their aforesaid business by taking loan from any financial institution or form any Nationalized Bank.

(C) If any further Capital of the business is urgently required then each partner is entitled to invest further Capital out of their own fund or by taking loan from others for such further urgent investment Partners will be entitled to get interest over further investment as per market rate and said market rate will be settled year to year. But partner shall be entitled to claim interest over the initial investment and further investment as stated above.

It is also agreed by and between the parties that the firm's loan and or interest on loan stated above and loan from any Nationalized Bank if taken then after adjustment of all the general and essential expenses before computation of the profit and loss appropriation account a certain amount of the liabilities will repaid first as repayment of loan and rest will be distributed amongst the partners.

### 5. SHARE OF PROFIT & LOSS OF THE FIRM:

(1) That the Profit and Loss of the firm shall be made by partners in the following:

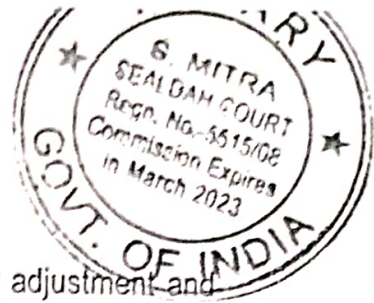
- |    |                              |      |
|----|------------------------------|------|
| 1. | <u>SRI AMIT KUMAR BISWAS</u> | 33 % |
| 2. | <u>SRI RAJU DEBNATH</u>      | 33 % |
| 3. | <u>SRI KAUSIK ROY</u>        | 34 % |

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SEALDAH COURT  
KOLKATA

Raju Debnath  
Kausik Roy

*[Signature]*

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That the Net Profit and Loss of the Partnership Business shall be made after adjustment and repayment of interest on loan, commission, salary, bonus, special gift or perquisite of the partners.

**6. BOOKS OF ACCOUNT:**


- (a) That the Books of Account of the firm shall be kept and maintain according to English Financial year and for the first Year's Account will be from the date of commencement of business to last day of March for that financial year and thereafter according to Financial Year.
- (b) That the Balance Sheet, Profit and Loss account and P&L appropriation account will made yearly basis and after putting signature over the same by all the partners shall be final.
- (c) That all the books of account, Bill, Voucher, and all important paper and documents shall be kept in the place of Business and all the partners shall have right to inspect the same within working hours.


**7. BANK ACCOUNT:**

Bank Accounts shall be open in any nationalize or privet bank in Kolkata in the name of firm name and operated by the **Signature of all partners** and if any change is made to that effect written resolution is to be adopted by the partners and copy of the same to be submitted to the Bank.

**8. SALARY COMMISSION & BONUS:**

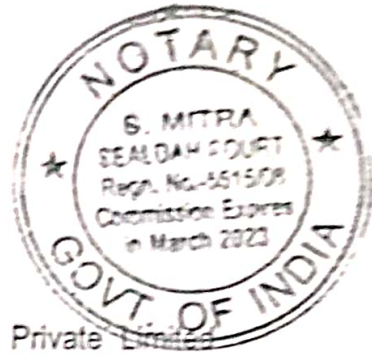
- (a) That each partner entitled to take active part in the business and for the taking active part in the business partners will be entitled to get salary on monthly basis on such rate as the parties may jointly settle the matter and the same will not be contrary to the provisions of the Income Tax Act, 1961.
- (b) That for betterment of the business and for the better performance of the active partner or partners a lump sum amount will be allowed as Bonus and such amount will be decided by the partners.

  
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GOVT. OF INDIA  
SEALDAH COURT  
KOLKATA

  
Raju Debnath  
Kansak Roy

  
16 AUG 2022





### 9. CHANGE OF CONSTITUTION:

That the parties shall have liberty to convert this partnership firm into a Private Limited Company or to take new partner in compliance with the terms of this Deed and with due consent of all the partners.

### 10. WITHDRAWALS & DRAWING OF PARTNERS:

- (a) That the active partners will be entitle to draw Salary in every month from the date of commencement of the business, on monthly basis on such rate as the parties may fix the same to that effect. If the salary is not drawn on monthly basis and is lying on the business on that situation salary shall be adjusted in Capital A/c of the partner.
- (b) That the partners are entitled to withdraw Cash from the business as drawing for their personal expenses on six month interval on anticipation of profit.
- (c) It is also agreed that if any partner desirous to withdraw or intent to take any materials or goods from business for their own use then that partner will be entitled to get 45 days credit for such withdrawal from the date of billing and the value of such goods will be as per market rate sale price.

### 11. RETIREMENT AND DISSOLUTION:

That each partner shall have right to retire from the business at any time but he/ she or they shall have issue written notice to the other partners at latest (3) three months before retirement and after expiry of such notice period retiring partner will be only entitled to get refund his investment with profit and loss as per Capital A/c of the partner or offer such notice period Account of the retiring partner shall be settled as well as mode of payment and or refund of the investment of the retiring partners will be settled. In no circumstances retiring partner or any other partners is not entitle to sale out his/her respective share to any third party. After Retirement and or at the time of Retirement a Deed of disclaimer or Deed of Retirement shall be executed by the Retiring partner. On death of a partner, this firm shall not be dissolved; only legal heirs of the deceased partner will be entitled to take part on the said business. If legal heirs of the deceased partner desirous to continue the business then a new deed of Partnership

Rajiv Debnath  
Kansir Roy

S. MITRA  
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GOVT. OF INDIA  
SEALDAH COURT  
KOLKATA

11.6 AUG 2022

*[Signature]*



is to be made by admission of the legal heirs of the deceased partner or by execution of a reconstituted new deed of partnership.

## 12. IMPLIED CLAUSE:

No partner shall, during the continuance of partnership without consent of the other partner do any of the following things:-

- (a) Lend any money, deliver on credit, sell of the good on credit or any other goods or properties belonging to firm or otherwise give credit on behalf of the partnership firm as agreed or speculate in the funds of the partnership.
- (b) Compromise or relinquish any claim or a portion of a claim by the Partner.
- (c) Transfer immovable property belonging to the firm.
- (d) Admit any liability in suit or proceeding against the firm.
- (e) The family member of the partners not interferes in this business. It is sole discretion of the partner to operate, run and maintained the partners.
- (f) The partner of the firm have no right to open or start same nature of business under the same trade.
- (g) The partner of the firm will take the all steps by written consent in a minutes book.

## 14. SPECIAL AGREEMENT:

This partnership shall be governed under the provisions of the Indian Partnership Act, 1932 or any other statutory modification there of, for the time being in force save and except provisions made herein above.

## 15. ARBITRATION CLAUSE:

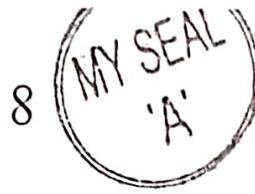
That in case of any dispute or difference of this partnership or interpretation of the contents of this instrument or partnership then same shall be referred to an Arbitrator which shall be appointed by the partner and the decision of the Arbitrator shall be final and parties are bounded to accept the same subject to Indian Arbitration and Conciliation Act, 1996 or any other law for the time being enforce.

*Rajni Debnath*  
Kansur Singh

*S. MITRA*  
Notary Regn. No. 5515/08  
Govt. of India  
SEALDAH COURT  
KOLKATA

*16 AUG 2021*





IN WITNESS WHEREOF the parties of this presents set their respective hands and signature on the day, month and year first above written.

Witness:-

1. Falguni Mukherjee  
5/3 J.N. Ghoshal Road.  
Anandaha, Kot-57.

SRI AMIT KUMAR BISWAS

SIGNATURE OF THE FIRST PARTNER

2. Sevom Singh  
318, Dum Dum Road,  
Kolkata - 700074

SRI RAJU DEBNATH

SIGNATURE OF THE SECOND PARTNER

Drafted by & Identified  
by me  
Deb Sundar Datta.

DEB SUNDAR DATTAA  
Advocate

96/1, Dum Dum Road,  
Kolkata- 700074

SRI KAUSIK ROY

SIGNATURE OF THE THIRD PARTNER

Signature of Executant  
Attested on Identification by  
Id. Advocate   
at Sealdah Court

S. MITRA  
Notary Regn. No. 5515/08  
Govt. of India  
SEALDAH COURT  
KOLKATA

16 AUG 2022



16 AUG 2022

THE

DAY OF

20

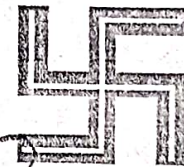
PAPER WRITINGS 'A'


&

THE RELATED  
NOTARIAL CERTIFICATE



S. MITRA  
Notary Regn. No. 5515/08  
Govt. Of India  
SEALDAH COURT  
KOLKATA



  
**SARBANI MITRA**  
B.Com., LLB, Advocate

&

**NOTARY**  
Govt. of India

Registration No. 5515 / 08

**SEALDAH COURT**  
**ROOM NO. - 202**

**RESIDENCE & CHAMBER :**

21/2, DR. NAGEN GHOSH LANE  
DHAKURIA, KOLKATA - 700 031  
Phone : 87773 03277

16 AUG 2022