

*Arefuzzaman*

LL.B.  
ADVOCATE & NOTARY  
Regd No. 80/2007, Govt. of West Bengal

PROFESSIONAL ADDRESS

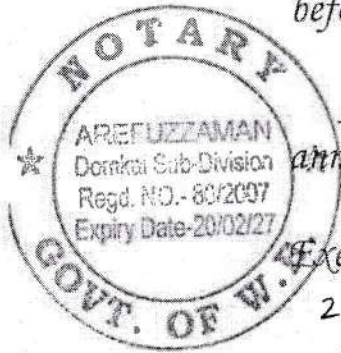
**Chamber :**  
LAKE VIEW  
Vill. & P.O. Chaltia, P.S. Berhampore,  
Murshidabad, West Bengal  
INDIA, PIN - 742165  
**Regd. Office :**  
Vill. & P.O. Sarangpur,, P.S. Domkal,  
Murshidabad, West Bengal  
INDIA, PIN - 742304



## NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENT shall come, I, AREFUZZAMAN duly authorized by the State Govt. of West Bengal to practice as Notary Public and having Registration No. 80 of 2007, do hereby attest certify, authenticate under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.



According to that it is to certify, authenticate and attest that the annexed instrument 'A' is the original. *Deed of Partnership.*

Executed by: 1. Rajendra Kumar Saha s/o late. Bidyut Kumar Saha  
2. Arpita Saha w/o Rajendra Kumar Saha,  
both residing at- 18/6 K.K. Banerjee Road,  
P.O.P.S. Berhampore, Dist- Murshidabad.

PRIMA FACIE the annexed instrument appears to be in the usual procedure to serve and avail as needs on occasions shall or may require for the same.

In faith and testimony whereof being required of a Notary I, the said Notary do hereby subscribe my hand and affix my seal of office at Domkal on this...19th... day of August... 2022.

*Arefuzzaman*

NOTARY  
Regd. No. 80/2007  
Govt. of West Bengal  
Domkal - Murshidabad  
AREFUZZAMAN  
NOTARY  
GOVT. OF WEST BENGAL  
REGD. NO. - 80/2007  
DOMKAL, MURSHIDABAD

*Rajendra Kumar Saha*

19 AUG 2022

SERIAL NO.- 15608 DATE.

19 AUG 2022



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 905755

PAPER WRITING 'A'



### DEED OF PARTNERSHIP

THIS INDENTURE OF PARTNERSHIP is made this 08<sup>th</sup> day of August'2022

BETWEEN

**RAJENDRA KUMAR SAHA**, son of Late Bidyut Kumar Saha, residing at 18/6, K.K. Banerjee Road, P.O. & P.S. Berhampore, in the district of Murshidabad, of the **FIRST PART**;

AND

**SMT. ARPITA SAHA**, wife of Rajendra Kumar Saha, residing at 18/6, K.K. Banerjee Road, P.O. & P.S. Berhampore, in the district of Murshidabad, of the **SECOND PART**;

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REGD. NO.- 80/2007  
DOMKAL, MURSHIDABAD

19 AUG 2022

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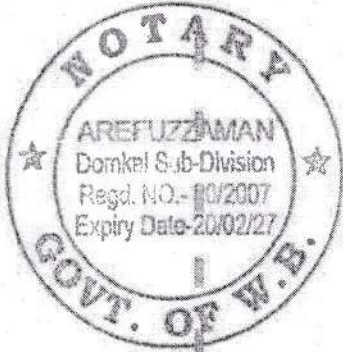
*Rajendra Kumar Saha*

SERIAL NO.- 15608 DATE 19 AUG 2022



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AB 905756



--: 2 :--

AND WHEREAS the Parties Hereto of the above parts have mutually decided to carry on Co-partnership promoting/real estate business under the trade name and style of "SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS" at 18/7/1, K. K. Banerjee Road, P.O. & P.S. Berhampore, in the district of Murshidabad, PIN-742101 on and from 1<sup>st</sup> day of August'2022. as they have sufficient business knowledge along with risk bearing capacities in trade since few years back.

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REGD. NO.- 80/2007  
DOMKAL, MURSHIDABAD

AND WHEREAS to avoid disputes and misunderstanding that may arise in future the Parties Hereto of all the above Part have mutually agreed to put in writing the terms and conditions according to which the Co-partnership business would be carried on AND NOW THIS INDENTURE WITNESSETH as follows :-

19 AUG 2022

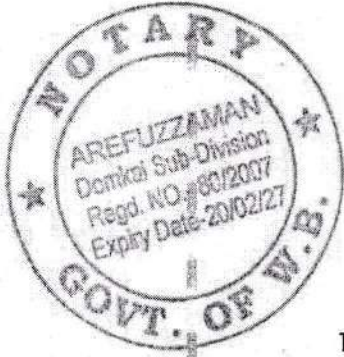
*Rajendra Kumar Saha*

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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AB 905757



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- 1) That the partnership business would be carried on under the name and style of "SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS" and its principal place of business would be at 18/7/1, K.K. Banerjee Road, P.O. & P.S. Berhampore, in the district of Murshidabad, PIN-742101, provided, however, that the Parties Hereto always have the option to change the place of business as well as open or close any branch or branches as and when they mutually so decide.
- 2) That the business of the Partnership firm would mainly be that of dealings in promoting/real estate business and the business may be extended to any other line or lines of activities as may be mutually agreed upon and all such activities will also be governed by this Indenture of Partnership.
- 3) That the partnership business shall be deemed to have constituted as a going concern on and from 1<sup>st</sup> day of August'2022.

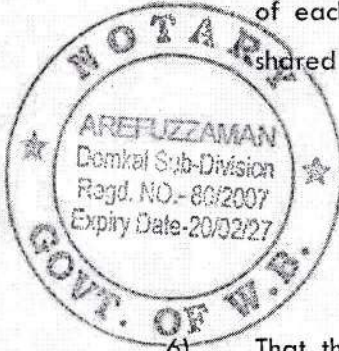
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REGD. NO. - 80/2007  
DOMKAL, MURSHIDABAD

19 AUG 2022

Contd.....P/4.

*Rajendra Kumar Saha*

- 4) That the books of accounts of the partnership business would be kept and maintained at the place or places of business and shall remain open to inspection by the Parties Hereto at all reasonable hours.
- 5) That the books of accounts of the partnership firm would be closed according to end of each financial year and the profits or losses ascertained thereon would be shared or borne by the Parties Hereto as under :-



<u>Name of the partners</u>	<u>Share %</u>
RAJENDRA KUMAR SAHA	50%
ARPITA SAHA	50%
	<u>100%</u>

- 6) That the balances standing in the credit of the personal Ledger Accounts of the Parties Hereto will be the capital of the Parties Hereto respectively. Simple interest shall be payable to the partners on their capital account at the maximum @ 12% rate of interest allowed under section 40(b)(iv) of the Income Tax Act, 1961 or as may be mutually agreed upon.
- 7) That the partners being working partners are entitled to take salary, bonus, commission or Remuneration for the services rendered by them. That the Parties Hereto of the FIRST PART shall be paid Rs, 5000/- (Rupees Five thousand only) per month as salary from the firm. Such amount as allowable under the provision of section 40(b)(v) of the Income Tax Act, 1961. The present limits under section 40(b)(v) are as follows:-

- a) If book profit is negative amount deductible in respect of remuneration to Partner under section 40(b) Rs.150,000.00.
- b) In case of book profit is positive:-
- i) On first Rs. 300,000.00 of book profit amount deductible in respect of remuneration to Partners under section 40(b) Rs.150,000.00 or 90% of book profit, whichever is more.
- ii) On balance of the book profit amount deductible in respect of remuneration to Partners under section 40(b) is to be 60% of the book profit.

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REGD. NO.- 80/2007  
DOMKAL, MURSHIDABAD

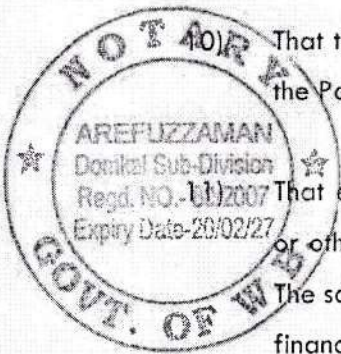
The amount deductible on account of remuneration to Partners will be the amount noted above, or the amount debited to profit or loss account, whichever is lower.

19 AUG 2022

*Rajendra Kumar Saha*

Contd.....P/5.

- 8) That properly carrying on this Co-partnership business account(s) with reputed Bank(s) shall be opened in the name of the partnership firm. If agreed upon by and between the Parties Hereto may continue the existing account(s) with different Bank(s) or close down the same as and when necessary. Such Bank account(s) shall be operated by Such Bank account(s) shall be operated by any one of the above partners individually.
- 9) That the Trade License, Tender, Work Order etc. issued or granted in the name of the firm or in the name of the Parties Hereto will always belongs to the firm.



That the management and control of the partnership business shall be in the hands of the Parties Hereto equally and each of them will be treated as active partners.

That each partner is entitled to draw from the partnership firm for his/her personal or other expenses, such sum/sums as may be mutually agreed upon by the partners.

The said amount shall be adjusted against their capital account at the end of the each financial year.

- 12) That the partners shall have the power to take loan or borrow money from any person/persons or Bank/Banks, Financial Corporation on such terms and conditions as the partners may think necessary for the business purpose and also be invest and lend money to any person or Mercantile firm, if they think proper.
- 13) That each partner shall be just and faithful to each other and shall not do or suffer anything which may detrimental to the interest of the partnership business.
- 14) That no partner will be entitled to utilize the money of the partnership firm for his/her personal gain.
- 15) That each partner shall discharge his/her private debts and liabilities if any and shall always keep the firm and other partner indemnified against any loss or damage for any of his/her private debts and liabilities.

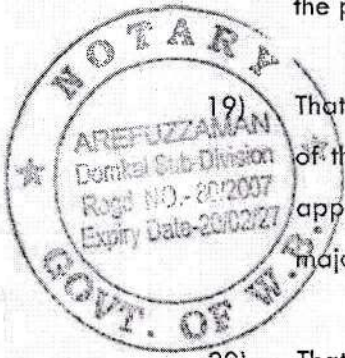
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NOTARY  
GOVT. OF WEST BENGAL  
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DOMKAL, MURSHIDABAD

19 AUG 2022

Rajendra Kumar Saha.

Contd.....P/6.

- 16) That no partner shall without the consent of the other partner in writing, sale, assign, mortgage or transfer his/her share or interest in the assets or properties of the firm.
- 17) That any of the partner shall be entitle to sign on behalf of the firm of all contracts, receipts, etc. and such other documents and papers which may or shall be required to be signed by or on behalf of the firm in ordinary course of its activities and written concurrence of all the partners shall be needed in case of matters of importance heavy financial commitments.
- 18) No partner shall be entitling to transfer, assign or otherwise part with his/her share in the partnership business to any person or persons other than the partners.



- 19) That in case of disputes amongst the partners regarding the management and control of the partnership the same shall be referred to an arbitrator or arbitrators as may appointed by the partners jointly or singly and the opinion of the arbitrator or the majority of the arbitrators, as the case may be, shall prevail.
- 20) That any of the partner are competent to do all legal acts in course of law, to engage Pleaders, Solicitors etc. and do all necessary acts in Govt. Office, Treasury, Sub-Treasury, Railway Office, Post Office, Income Tax Office, Sales Tax Office, Local Bodies and other concern established by law and statute.
- 21) That the partnership shall be "AT WILL" but a partner may retire upon giving three months notice to the other partner intimating his/her willingness to retire from this Co-partnership business, in event of retirement of partner the business of the firm shall be carried on or continued by the surviving partner. If the partnership firm may take loan from any Nationalized Bank, Financial Corporation, Govt. of West Bengal according to their terms and conditions, in that case so long the loan remains unpaid the partnership is no circumstances can be dissolved. None of the partners will be entitled to retire from the firm during the continuance of the loan or advances received.

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REGD. NO.- 80/2007  
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19 AUG 2022

Contd.....P/7.

Rajendra Kumar Saha,

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--: 7 :--

22) That the partnership business shall be governed by the Indian Partnership Act, 1932 save and except that on the death, demise or retirement of any of the partner the firm shall not be dissolved but the partnership business to be carried on by the surviving partner and the heir or nominee of the deceased partner working in Co-partnership as the case may be.

23) That all or any of the terms and conditions of this Deed may be MODIFIED, ALTERED OR VARIED AND ANY NEW TERMS AND CONDITIONS MAY BE ADDED TO by the mutual consent of the parties Hereto, to be expressed either in writing or implied from conduct.

IN WITNESS WHEREOF THE PARTIES HERETO have set and subscribed their respective hands, sealed on the date, month and year above written.

SIGNED, SEALED & DELIVERED  
In the presence of :-

1) Manik Kumar Pramanik  
66/2 Kantanagar (east)  
Khagra  
Berhampore

2)

Rajendra Kumar Saha

RAJENDRA KUMAR SAHA

Arpita Saha

ARPITA SAHA

Computer type By:  
Gopinath Mondal  
Khagra, Murshidabad

AUTHENTICATED

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NOTARY  
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Rajendra Kumar Saha