

**Monoj Kanti De**

LL.B

Advocate, NOTARY PUBLIC

15 MAR 2022

Professional Address :  
Barasat Court  
P.O. & P.S. : Barasat  
Dist. : North 24 Parganas

Sl. No. 2512/2022



# NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act 1952)

Know all men by these Present that, I Sri M.K. De, Advocate duly appointed by the West Bengal Government as a NOTARY being authorised to practice as subject to the provisions of the Notaries Act, 53 of 1952 and the Notaries Rules, 1956 made thereunder in and throughout Barasat Sadar North 24 Parganas in the State of West Bengal within the Union of India, do here by verify, authenticate, certify and attest as 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 this to certify, authenticate & attest that the annexed Instrument marked 'A' is executed by.

Hariyal Mondal  
S/o - Altap Mondal

and

Minto Mondal

S/o - Late Omar Ali

and

Sharfraz Ali Mondal

S/o - Monraj Ali Mondal

MQ REALTY

*Hariyal Mondal*

Partner

MQ REALTY

*Minto Mondal*

Partner

PRIMAFACIE the annexed Instrument 'A' appears to be in the usual procedure to serve and avail as needs occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHEREOF being required of a Notary, the said NOTARY do hereby subscribe my hand and affix my seal of office at Barasat on this the

15<sup>th</sup> day of March 2022



*M.K. De*  
**M. K. DE**  
Notary (W.B.)  
Barasat, North 24 Pgs  
Regd No. - 03/2002

15 MAR 2022

**M. K. DE**  
NOTARY PUBLIC  
GOVT. OF WEST BENGAL  
Regn No. - 03/2002

### Office & Residential Address

Sukanta Pally, Guma, P.O. : Guma, P.S. : Ashokenagar, Dist. : North 24 Parganas  
Pin Code No. : 743704

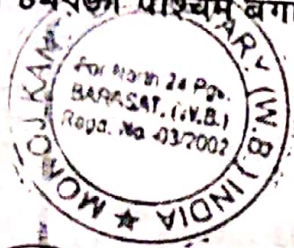
MQ REALTY

*Sharfraz Ali Mondal*  
Partner



पश्चिम बंगाल WEST BENGAL

AL 891082



Sl. NO. 25/220-22  
15 MAR 2022

BEFORE THE NOTARY PUBLIC  
24 Pgs. BARASAT (NORTH)



### DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 15<sup>th</sup> day of March, 2022 of Christian Era.



MQ REALTY  
*Hriday Mandal*  
Partner

MQ REALTY  
*Hriday Mandal*  
Partner

MQ REALTY  
*Hriday Mandal*  
Partner

10 MAR 2022

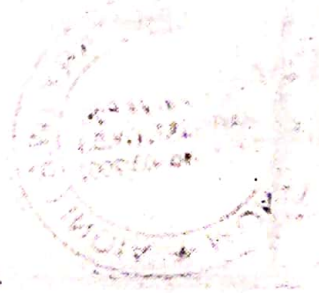
No. 1186 Date  
Sold To T.K. Ghosh (Pdy)  
Address Barasat Court.

Rs. Paschim Medinipur Daspur A.D.S.R. Office  
Licence No-2196  
Licence Stamp Vendor  
Pradip Das

Signature Pradip Das

আমার হাতে এজাকতার 150 টাকা  
মুদ্রার ট্যাম্প না থাকায় মূল্য 2 টাকা  
নিম্নে আর মোতাবেক ট্যাম্প গুলি বসিয়ে

শ্রী  
শ্রী দেবতার বারাসাত

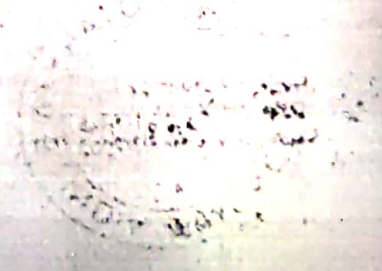


MQ REALTY  
Harjita Mondal  
Partner

MQ REALTY  
Mintu Mandal  
Partner

MQ REALTY  
Shasfinajita Mondal  
Partner

TM  
150



भारतीय गैर न्यायिक

पचास  
रुपये  
रु. 50

FIFTY  
RUPEES  
Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 006152

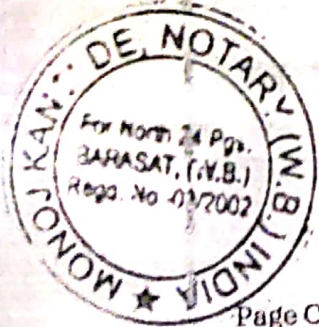
BY AND BETWEEN

1. **HAMJAL MONDAL** [PAN No. ALTPM2205R, Aadhar No. 5261 0040 1433], Son of Altap Mondal, by faith - Muslim, by nationality- Indian, by occupation- Business, residing at Arman Plaza, 3<sup>rd</sup> Floor, Flat No- 1, Dashadrone, P.O. - Rajarhat Gopalpur, P.S.- Airport, Kolkata-700136 , Dist. North 24 Parganas hereinafter called the '**FIRST PARTY**' (which expression shall mean and include his legal heirs, executors, administrators and assigns) of the **ONE PART**.

AND

2. **MINTU MONDAL** [PAN- BAPPM4813D, Aadhar No. 3730 8024 2531 ] son of late Omar Ali Mondal, by faith - Muslim, by nationality- Indian, by occupation - Business, residing at Kailchali, Sardar Para Near Agragami Club, P.O & P.S. Airport, Kolkata-700052, Dist. North 24 Parganas, hereinafter called the '**SECOND PARTY**' (which expression shall mean and include his legal heirs, executors, administrators, and assigns) of the **SEECOND PART**.

15 MAR 2022



Page Contd.....

MQ REALTY  
*Hamjal Mondal*  
Partner

MQ REALTY  
*Mintu Mondal*  
Partner

MQ REALTY  
*Sharfaj Sharif Mondal*  
Partner

No. 1188

10 Mar 2021

Sold To T.K. Ghosh (Adv)

Address Banasat court

Rs.

Passport Photo and DSA Office

Stamp No. 2/24

License No. 10/10/10/10

Stamp No.

Signature

*Sanjay Das*

MQ REALTY

*Harijit Mondal*

Partner

MQ REALTY

*Mintu Mondal*

Partner

MQ REALTY

*Starfaraj Uli Mondal*

Partner

2022

AND

3. SHARFARAJ ALI MONDAL [PAN - ARIPM5430Q, Andhar No. 0660 1304 3586 ] son of Momraj Ali Mondal, by faith- Muslim, by nationality- Indian, by occupation Business, residing at Patuli School Para, P.O- Abdulpur, P.S- Madhyamgram, Kolkata-700155, Dist. North 24 Parganas hereinafter called the "THIRD PARTY" (which expression shall mean and include his legal heirs, executors, administrators and assigns) of the **THIRD PART.**

**WHEREAS**

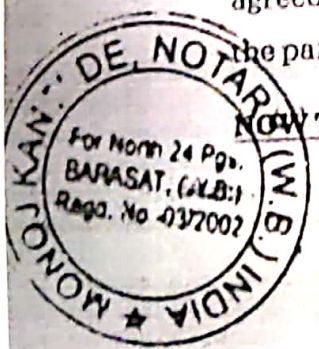
The party of the **First Part, Second Part and Third Part** have constituted a partnership business under the name and style of "MQ REALTY " having its office **Holding Premises No. 384, Ward No. 6, Kalkhali, Sardarpara, Near Agragami Club, P.O. & P.S.- Airport, Kolkata- 700051, Dist. North 24 Parganas** to deal in construction of residential and/or commercial building and/or buildings, marketing of real estates on commission and other ancillary businesses, such as development of land, and/or other related business connected thereat, and/or other business and/or businesses as the partners may mutually agree upon themselves from time to time with **effect from 1<sup>st</sup> day of April 2022.**

The abovenamed three parties to the indenture will have their functions partners to safeguard their respective rights, title and interest in the partnership business whether during the continuance or at the termination of the partnership firm in relation to any matter or matters or any affairs agreed among themselves to record in writing the tenure and conditions of the partnership business as be acted upon in good faith to future disputes.

**NOW THIS INDENTURE WITNESSETH:**

MQ REALTY  
Sharfaraaj Ali Mondal  
Partner

MQ REALTY  
Momraj Ali Mondal  
Partner



15 MAR 2022

MQ REALTY  
Sharfaraaj Ali Mondal  
Partner

Page Contd.....

That the parties hereto referred to as partners hereof do hereby severally covenant with each other that they become and continue as partnership business upon the terms and subject to the conditions and stipulations contained herein and appearing below:-

**That the Partnership is at will.**

**NAME**

**1. Name and style of the firm:**

That the aforesaid partnership business shall be carried out under the name and style of "MQ REALTY"

**OFFICE:**

**2. Place of business:**

That the place of aforesaid partnership business shall be situated at Holding Holding Premises No. 384, Ward No. 6, Kaikhali, Sardarpara, Neaf Agragami Club, P.O. & P.S.- Airport, Kolkata- 700052, Dist. North 24 Parganas or any other place or places as the partners may mutually agreed and determined from time to time without executing any further agreement, to this effect, in writing.

**OBJECTS:**

**3. Nature of Business:**

That the aforesaid business of partnership shall be to deal in construction of residential and commercial building and/or buildings, marketing of real estates on commission, land developing and other ancillary businesses, as the partners may mutually agree upon among themselves from time to time and do anything and everything except which are prohibited illegal by the Laws of Land to deal in construction of residential and commercial budding, land developing, promoting, and other civil

Shasparejesh Mondal  
MQ REALTY  
Partner

MQ REALTY  
Partner



15 MAR 2022

MQ REALTY  
Shasparejesh Mondal  
Partner

**COMMENCEMENT OF THE BUSINESS AND DURATION:**

**4. Commencement of Business:**

That the aforesaid partnership firm herein contained shall be deemed to have commenced or/and from the day of 1<sup>st</sup> day of April 2022 and shall continue at will of the partners hereto for the period as provided under provisions of the Indian Partnership Act., 1932, as amended up-to-date.

**5. Accounting year:**

That the accounting year of the partnership firm shall be from first day of April and would close on the last day of March (31st day of March) in accordance with the English Financial year. Though the very first year from its inception the accounting would be for a broken period ending up to 31 March, 2023.

**INTRODUCTION OF CAPITAL:**

**6. Capital:**

That the initial capital of partnership business shall be contributed amounting to Rs. 3,00,000/- (Rupees Three lac) only. Out of the said initial capital the FIRST PARTY herein will introduce initial capital Rs.1,00,000/- (Rupees One lac) only, the SECOND PARTY herein will introduce initial capital of Rs.1,00,000/- (Rupees One lac) only, the THIRD PARTY herein will introduce initial capital of Rs.1,00,000/- (Rupees One lac) only.

That in the event of any increase in the capital agreed upon by the majority or unanimously by the partners such additional capital, unless otherwise agreed, shall be contributed to equal share each. That if any finance beyond the capital contributed by the partners are required for the purpose it shall be treated as a loan to the partnership business which shall bear interest at the rate as mutually agreed, however the said rate of interest shall not be

MQ REALTY

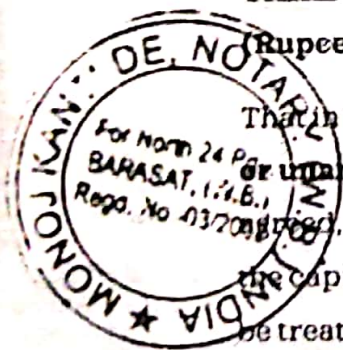
Shashi Menon  
Partner

MQ REALTY

Harish Menon  
Partner

MQ REALTY

Hindu Menon  
Partner



15 MAR 2022

Page Contd.....



more than 10% to 12% per annum and the loan shall be the debt due to such condition, partner/partners from the partnership firm.

**MANAGEMENT AND MAINTENANCE:**

**7. Management:**

That the management of the firm including reconcilability of administration will rest upon all partners. That each of the partner shall devote full time attention to the affairs of the firm.

**8. MAINTENANCE OF BOOKS OF ACCOUNTS:**

a. That the proper books of accounts shall be kept and maintained by the partners wherein shall be entered particulars of all matters relating to the said partnership business as are usually entered in the books of account kept by the person engaged in the same type of business and the consolidated profit and loss account of each year shall enter in the account books maintained for the purpose. The said books of account with all securities, if any, documents, letters or other thing concerning or belonging to the partnership shall be kept in the office of the firm and shall not be removed without the consent in writing of all the partners but each partner shall have full access to the books of accounts and/or any other papers, documents or other things concerning or belonging to the partnership during office hours and shall be at liberty to take copies of the same.

That a general account shall be taken in each year on the closing day on 31st day of March every year and assets and liabilities and profits and/or losses of the partners shall be determined accordingly.

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MQ REALTY

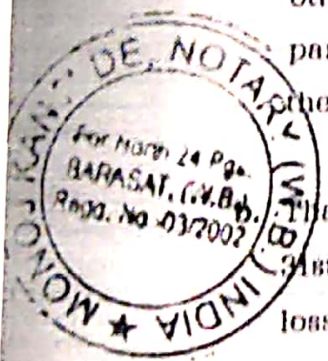
*Shafiqul Islam*  
Partner

MQ REALTY

*Haris Moid*  
Partner

MQ REALTY

*Mirza Samed*  
Partner



- c. That the partners shall be at liberty to appoint qualified Chartered Accountant/s or any one to audit the books of accounts and the report of such account of the said auditor shall be binding upon the parties.
- d. That the partners will be at liberty to appoint Advocates to take care of the legal aspects of the proposed construction, development of land, etc. qualified to deal with the real estate matters, complications etc.

**9. PRESERVATION OF ACCOUNT DOCUMENTS:**

That the Books of the Account of the Firm and all other papers and documents shall be kept at the main place of business of the firm and can be opened for inspection of all the partners or their Agents, duly authorized at all reasonable times with power to take all copies thereof and to take all sorts of means of check the same.

**BANK AND ITS OPERATION:**

**10. Bank:**

That the Bank Account or Accounts shall be opened in any bank in the name of and on behalf of the Firm and shall be operated **either jointly by three Partners or any Two Partners** as decided by the Partners mutually from time to time.

**11. Mode of Bank Operation:**

That unless otherwise agreed upon by the Partners under exceptional circumstances, all money, cheque and other financial documents not required for emergency expenses be deposited with the Bank to the Credit of the Firm.

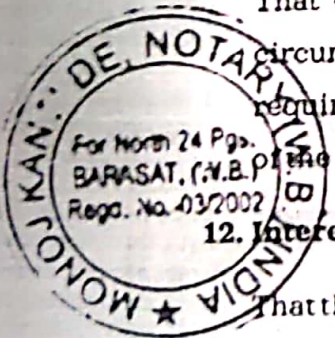
**12. Interest:**

That the firm shall pay simple interest maximum up to 12% per annum to the Partners on the capital standing to their credit on the opening day of each

MQ REALTY  
Strafaripostli Mendel  
Partner

MQ REALTY  
Harin M N C  
Partner

MQ REALTY  
Minda Sivarada  
Partner



15 MAR 2022

Page Contd.....

year and shall be credited to the Partner's individual account respectively on the closing day of accounting year and profit and losses of the business of this firm, shall be arrived at after charging for such interest as well as other remuneration payable to the Partners as the business expenditure. Be it mentioned that interest shall be cumulative so that deficiency in one year shall be made up out of profits of any succeeding year or years. **BE IT PROVIDED** further that contract may be varied by consent of all the Partners and such variations may be expressed or may be implied evidenced by the course of dealing AND interest payable to the Partners shall not exceed the amount which is allowed as deduction under the Income Tax Act, 1961.

MQ REALTY  
Shasfari Singh  
Partner

**PARTNERS INTEREST:**

**13. Commission, Bonus, Salary or Remuneration:**

That the Partners hereto shall be actively engaged or involved in connection to the day to day affairs of the partnership business and for their contribution of work for the business they shall draw a remuneration as may be decided by the Partners from time to time depending upon the growth of business, profitability and Cost of Index subject to and in accordance with the limit stated under section 40 (b) of the Indian Income Tax Act, 1961 as follows:

MQ REALTY  
Harjot Singh  
Partner

a. On the First Rs. 3,00,000/- of Book Profit or in case of a loss Rs.20% or at the rate of 90% of Book Profit whichever is more.

b. On the next Rs.5,00,000/- Profit @ of 40% of the Book Profit.

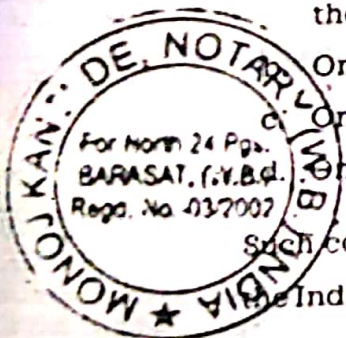
c. On the next Rs. 10,00,000/- Profit @ of 40% of the Book Profit.

d. On the balance of Book Profit @ of 20% of the Book Profit.

Such Commission, Bonus, Salary or Remuneration shall be harmony with the Indian Income Tax Act, 1961 and Income Tax Rules.

MQ REALTY  
Manjiv Arora  
Partner

15 MAR 2022



**PROFIT SHARING:**

**14. Share of Profit and Loss:**

Page Contd.....

That the Net profits or net losses of the business, if any, shall be divided amongst the 3 (Three) Partners hereto equally in the following Ratio:

Mr. Hamjal Mondal	First Part	33.33%
Mr. Mintu Mondal	Second Part	33.33%
Mr. Sharfaraj Ali Mondal	Third Part	33.33%

MQ REALTY  
Sharfaraj Ali Mondal  
Partner

**15. Individual Activity of Partnership Concern:**

No Partners shall without the consent in writing will do any of the following acts, deed viz,

- a. **LEND** any money of the Partnership Firm to any person or any business.
- b. **TO PLEDGE** any movable or immovable property of the Firm.
- c. **TO STAND** Bail or security which may in any manner endanger or effect the prestige, reputation and/or properties of the Partnership Firm.
- d. **TO ADMIT** any liability in a suit of proceeding of the Firm.
- e. **TO ENTER** into any partnership business on behalf of the Firm.

MQ REALTY  
Hamjal Mondal  
Partner

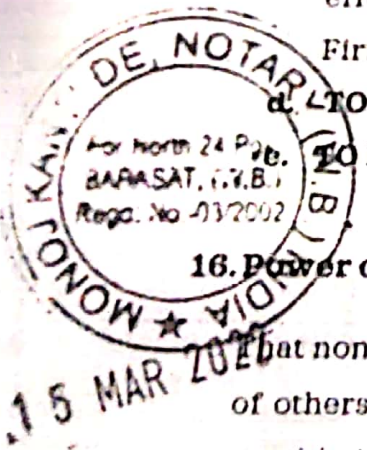
**16. Power of Loan:**

That none of the Partners shall be at liberty without the consent in writing of others to raise loan in the name of the firm or none of them shall do anything which may encumber the firm and any manner and in violation thereof at the instance of any partner, the firm or other Partners shall never be liable for the same.

MQ REALTY  
Mintu Mondal  
Partner

**17. Partners Private Debt:**

Page Contd.....



That the Partners shall punctually pay and discharge their Private debt and liabilities and shall keep the Firm effectually indemnified against the same.

**18. Transfer of Share:**

Notwithstanding anything contained herein either expressed or implied, none of the Partners shall be at liberty to transfer or assign or otherwise encumber his/her share or interest in the partnership business to any other party or parties, excepting the existing Partners expressing refusal to accept the share or normal value and any misconduct on the part of the Partners.

MQ REALTY  
*Shree Anand*  
Partner

**19. Retirement:**

That any Partner during the continuance of the Partnership hereto may voluntarily retire by tending a written Notice to this effect, to the other Partners at least 3(three) months before such retirement. BE IT PROVED ALWAYS that upon such retirement this Partnership Business will not be dissolved but the remaining Partners will continue the same AND the retiring partnership shall have no right to the tenancy/ possession of the business place/ places and to the Goodwill of the Firm. AND in the event of his retirement the continuing Partners shall prepare the accounts of the Firm including the Partners account within 3(three) months from the date of retirement and the amount standing to the credit of the Retiring Partner/Partners, if any, shall be paid within 4(four) months from the date of his/their retirement from the firm. Similarly the amount standing Debit the Account of the Retiring Partner/Partners shall be paid the firm by the retiring Partner/Partners within 4 (Four) months from the date of his/their retirement from the firm.

MQ REALTY  
*Shree Anand*  
Partner

**20. Admission of New Partners:**

That admission of new Partner or Partners will be made or taken only on the mutual written consent taken unanimously by the Partners.

MQ REALTY  
*Shree Anand*  
Partner

**21. Death of A Partner:**

Page Contd.....

15 MAR 2022  
DE, NOTARY  
BARASAT, W.B.  
REG. No. 037007  
MONOW  
INDIA

Save as herein provided the death of any Partner, the Firm shall not stand dissolved, but the successors and/or legal representative of the deceased Partner shall be entitled to the share of profit if any accumulated in the name of the deceased Partners upto the date of death thereof and be it stated that the successor/successors may be admitted as Partner or Partners in place of the aforesaid deceased Partner, if the surviving Partners mutually agree in writing to do so.

MQ REALTY  
*Shafiqul Islam*  
Partner

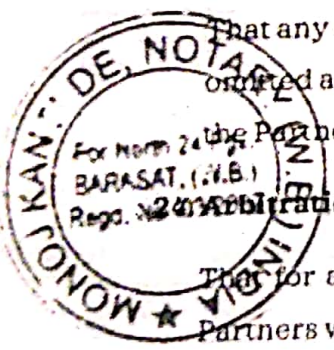
**22. Mode of Valuation of Goodwill:**

The Value of Goodwill of the business shall unless otherwise, agreed be taken to be three times, the average net yearly profits before Partners remuneration, commission and interest on capital of the said business during 5(five) years preceding the date of which valuation is made or from the commencement of the partnership if the period is less than 5(five) years. In first 5(five) years if any Partners retire there will be no value of goodwill. After 5(five) years good will be calculated and the returning Partner will be calculated as mentioned hereinabove.

MQ REALTY  
*Harun Rabbani*  
Partner

**23. Amendment:**

That any of the clause or clauses contained herein may be added, altered or omitted and any new clause or clauses can be inserted by mutual consent of the Partners.  
Arbitration:



For amicable settlement of any disputes or differences amongst the Partners with regards to the construction, meaning and effect of the deed or any part thereof or in respect of accounts of partnership business or respective rights and liabilities of Partners or any other matter or matters right and liabilities of Partners or any other matter or matters relating to the partnership or its business shall be referred to a sole and common Arbitration and Conciliation Act, 1996, shall be applied to such Arbitration AND the decision and/or award of such sole and Arbitrator shall be final

MQ REALTY  
*Minku Sengul*  
Partner

15 MAR 2022

conclusive and binding upon all the Partners hereto in respect of matter or matters referred as such arbitration.

**25. Restrictions:**

That no Partner without the consent of other Partner in writing:-

- A. shall do any act deed or execute any business which may injure the said Partnership Business, which will be detrimental to the status of the partnership business.
- B. Shall assign or mortgage his/her share or interest in the Partnership.
- C. transfer their respective shares to their nominee or nominees without the consent of the other partners.
- D. Compound, relinquish or discharge any debt which shall be due or owing to the Partnership without receiving the full, and
- E. Dispose of by loan, pledge or sell or otherwise any part of the Partnership properties.

MQ REALTY  
*Shasf...*  
Partner

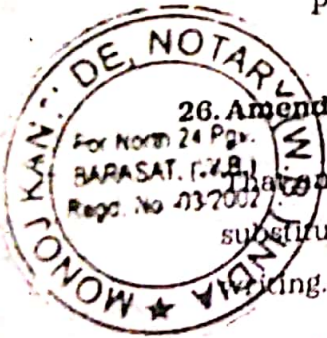
MQ REALTY  
*Harin...*  
Partner

**26. Amendment to The Agreement:**

That any of the terms of this Deed may be changed, altered, amended or substituted or added to by the mutual consent of both the Partners herein in writing.

27. That all the Partners hereto shall devote their time and diligence on working out/discharging their duties in carrying out the works allotted mutually among themselves for smooth running of the partnership business.

MQ REALTY  
*...*  
Partner



15 MAR 2022

28. That none of the Partners hereto shall be able to sell, mortgage or assign or transfer or pledge for sell of share in this firm to any person or authority without the written consent of the other Partners.

29. That each Partner shall be just and faithful too other Partners in all transactions to this partnership business AND every Partners shall keep the FIRM harmless.

30. That the partners account shall be opened in the Ledger of the FIRM under the respective names and all personal drawing of the individual Partners shall be entered and such drawings be debited to their respective account and to the adjusted every year.

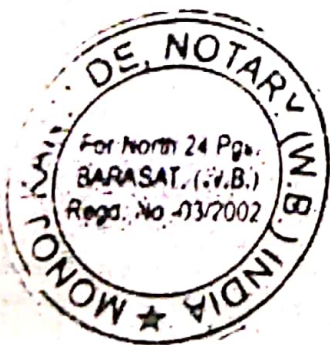
31. To arbitration and every such reference shall be deemed as an arbitration under every the Indian Arbitration and Conciliation Act. 1996 and the provision of the said act or any statutory Modification thereof for the time being in force shall apply.

32. Matter which are not specifically provided hereinabove, the provisions of Indian partnership Act. Shall apply thereto.

MQ REALTY  
*Shafiqul Islam Mondol*  
Partner

MQ REALTY  
*Hayat Mondol*  
Partner

MQ REALTY  
*Munir Mondol*  
Partner



15 MAR 2022



IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**WITNESSES :-**

1. Bulu Hazela,  
S/o. A. J. Hazela.  
Kaikhali, V.I.P. Road,  
Kol-52.

Hamjal Mondal

[HAMJAL MONDAL]

SIGNATURE OF THE FIRST PARTY.

MQ REALTY

Sharfaraj Ali Mondal  
Partner

2. Tarim Khan  
S/o. Dilkhush Khan  
Kaikhali, V.I.P. Road  
Kolkata-700052

Mintu Mondal

[MINTU MONDAL]

SIGNATURE OF THE SECOND PARTY.

MQ REALTY

Hamjal Mondal  
Partner

Sharfaraj Ali Mondal

[SHARFARAJ ALI MONDAL]

SIGNATURE OF THE THIRD PARTY.

MQ REALTY

Mintu Mondal  
Partner



15 MAR 2022

ATTESTED

M. K. DE  
Notary (W.B.)  
Barasat, North 24 Pgs  
Regd. No. 413/2002

15 MAR 2022  
CHECKED BY

15 MAR 2022  
NOTARY CLERK

IDENTIFIED BY ME  
Taney Krishna Ghosh  
Advocate

Taney Krishna Ghosh  
Adv.  
Barasat Judges Court

Page Contd.....

Dated 15th Day of March 2022



15 MAR 2022

MQ REALTY

*Harjit Mandal*

Partner

In the matter of  
Instrument 'A'  
And

## NOTARIAL CERTIFICATE

MQ REALTY

*Mintu Mandal*

Partner

MQ REALTY

*Sharfajit Mandal*

Partner



15 MAR 2022

Office :

**M. K. De**

LL.B

NOTARY PUBLIC

Sukanta Pally, Guma.

P.O. : Guma, P.S. : Ashokenagar,

Dist. : North 24 Parganas

Pin Code No. : 743704

**Monoj Kanti De**

LL.B. Advocate

NOTARY PUBLIC

GOVT. OF WEST BENGAL

BARASAT

P.O. & P.S. : BARASAT

DIST. : NORTH 24 PARGANAS

WEST BENGAL, INDIA

Regn No. - 03/2002