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Shib Sankar Das LL.B. Notary Public Barasat	3AH
[ ISSUED PURSUANT TO SEC. 8 OF THE NOTARIES ACT, 1952] SUBORDINATE LEGISLATION THEREUNDER BY THE MINISTRY OF LAW & JUSTICE, GOVT. OF INDIA	
To all to whom all these presents shall come, I Sri Shib Sankar Das Advocate duly appointed by the West Bengal Government as a Notary being authorised to practice as subject to th	0
provisions of the Notaries Act, 53 of 1952 and the Notaries Rules, 1956 made thereunder is and throughout Barasat Sub-Division in the State of West Bengal within the Union o	n
and throughout Barasat Sub-Division in the State of West Bengat Mithin the Onion of the moia, do here by verify, authenticate, certify and attest as under the execution of the market annexed hereto collectively marked 'A' on its being executed, admited an	e
fied by the respective signatories as to the matters contained therein, presented befor	e
ding to that this to certify, authenticate & attest that the annexed Instrument ked 'A' is executed by-	it 5
Atru Ray S/O Kabindra Ch. Ray	
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Being identified by Bircendra Ch. Roy	
and according to that, the execution is authenticated by me.  The annexed instrument 'A' contains	
Facie to be in the usual Procedure to serve and avail as needs or occasions shall or ma require for the same.	ע
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	
=== Sau	
Residence:  Villege-Lakshmipur, Post Office: Gobardanga P.S.: Habra, Dist: North 24 Parganas  West Bengal, Pin Code No - 743252  (SHUB SANKAR DAS)  NOTARY PUBLIC  Office at: District Judges' Court Premise Barasat, North 24 Parganas, West Bengal, I	
Registration No. 08/2017	1



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DATED THIS 18 5 DAY OF NOVEMBER 2021 AD

THIS INDENTURE OF PARTNERSHIP
OF
MAA SARADA ENTERPRISE

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## THIS INDENTURE OF PARTNERSHIP, made this 18th day of November, 2021 AD

#### BETWEEN

ATANU RAY, S/o Rabindra Ch. Ray, by faith Hindu, by occupation Business, residing at Vill Kora Babupara (Amtala), PO Kora Chandigarh, PS Madhyamgram, Kolkata-700130, District North 24 Parganas, hereinafter called the PARTNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

#### AND

ASHOKE SAHA, S/o Nripen Narayan Saha, by faith Hindu, by occupation Business, residing at Vill Kora Babupara North, PO Kora Chandigarh, PS Madhyamgram, Kolkata-700130, District North 24 Parganas, hereinafter called the PARTNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

#### AND

SOUVIK DAS, S/o Satyendra Nath Das, by faith Hindu, by occupation Business, residing at N S Road, Badamtala, PO Hridaypur, PS Barasat, Kolkata-700127, District North 24 Parganas, hereinafter called the PARTNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

#### AND

RANJAN SAMADDAR, S/o Late Monimohan Samaddar, by faith Hindu, by occupation Business, residing at Vill Kora Babupara, PO Kora Chandigarh, PS Madhyamgram, Kolkata-700130, District North 24 Parganas, hereinafter called the PARTNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FORTH PART.

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#### AND

**TARUN KANTI DUTTA**, S/o Late Abani Mohan Dutta, by faith Hindu, by occupation Service, residing at Vill Kora Babupara, PO Kora Chandigarh, PS Madhyamgram, Kolkata-700130, District North 24 Parganas, hereinafter called the **PARTNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIFTH PART.

#### AND

RAJU BISWAS, S/o Spic Manoranjan Biswas, by faith Hindu, by occupation Business, residing at VIII Kora Babupara North, PO Kora Chandigarh, PS Madhyamgram, Kolkata-700130, District North 24 Parganas, hereinafter called the PARTNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the SIXTH PART.

#### AND

**SUVRIT BOSE**, S/o Santosh Bose, by faith Hindu, by occupation Business, residing at Vill Kora Babupara North,PO Kora Chandigarh, PS Madhyamgram, Kolkata-700130, District North 24 Parganas, hereinafter called the **PARTNER** ( which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns ) of the **SEVENTH PART**.

#### AND

SUBHASISH DAS, S/o Late Anil Baran Das, by faith Hindu, by occupation Business, residing at Vill Kora Green Park, PO Kora Chandigarh, PS Madhyamgram, Kolkata-700130, District North 24 Parganas, hereinafter called the PARTNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the EIGHTH PART.

AND

P/5



MANAS CHAKRABORTY, S/o Late Nikhil Chakraborty, by faith Hindu, by occupation Business, residing at Vill Kora Babupara North, PO Kora Chandigarh, PS Madhyamgram, Kolkata-700130, District North 24 Parganas, hereinafter called the PARTNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the NINTH PART.

#### AND

PRADIP MONDAL, S/o Late Ashim Kumar Mondal, by faith Hindu, by occupation Business, residing at Vill Kora Nabarunpally, PO Kora Chandigarh, PS Madhyamgram, Kolkata-700130, District North 24 Parganas, hereinafter called the PARTNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the TENTH PART.

#### AND

RANA DEY, S/o Mrinal Kanti Dey, by faith Hindu, by occupation Business, residing at Vill Kora Babupara, PO Kora Chandigarh, PS Madhyamgram, Kolkata-700130, District North 24 Parganas, hereinafter called the PARTNER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ELEVENTH PART.

WHEREAS the parties to the Indenture have decided to carrying on a partnership business for development, promotion, projection and construction of Multi-storied commercial cum residential building on the Bastu land measuring 10 Cothas or 16.5 Dec. more or less, being Holding No-94,Babupara Uttar, Ward No 15, comprising in RS & LR Dag No 982, RS Khatian No 496,LR Khatian No 6269 & 6323, Mouza Kora, Municipality & PS Madhyamgram, ADSR office Barasat, Dist. North 24 North Parganas, Kolkata-

P/6

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700130, under the name and style as "MAA SARADA ENTERPRISE" at N S Road, Kora Babupara, PS Madhyamgram, Kolkata- 700130, North 24 Parganas or at such other place or places as the partners shall from time to time determine.

AND WHEREAS in such event the Partnership Business may be continued and carried on by the surviving partners on such terms and conditions as agreed upon and the partners have decided to record their terms and conditions and the parties to this Indenture in order to have their functions as partners, more fully described in a Deed of Partnership, have agreed and decided to record the terms, conditions and stipulations of the Partnership concern since verbally agreed upon in a Deed of Partnership in writing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said verbal agreement, the parties hereto do hereby mutually covenant and agreed to become partners in the said business upon and subject to the terms, conditions and stipulations mentioned in the following articles, that is to say;-

- 1. Name of the Firm shall at present be "MAA SARADA ENTERPRISE" and the objects of the partnership shall development, promotion, projection and construction of Multi-storied commercial cum residential building & other similar business, the partners shall enter into engagements on behalf of the firm in the firm's name only. The said name and the objects may be altered hereafter if so unanimously decided by all the partners then constituting the firm.
- 2. Place of Business of the partnership shall be carried on at N S Road, Kora Babupara, PS Madhyamgram, Kolkata- 700130, North 24 Parganas or at such other place or places as the partners shall from time to time determine.

P/7

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- 4. Nature of Business development, promotion, projection and construction of Multi-storied commercial cum residential building & other similar business on the land more fully described in the schedule above.
- 5. Initial Investment & Share of Profit & Lossess –Initial or starting investment for the partnership business is Rs 10,00,000/- (Rupees ten Lac) only contributed as per following ratio and further investment or creation of fund for the business / project shall be contribute as per said ratio and distribution of share of profit and losses and liabilities shall be as per said ratio:-

NAME OF PARTNERS ATANU RAY	SHARE / RATIO 10%
ASHOKE SAHA	10%
SOUVIK DAS	10%
RANJAN SAMADDAR	13%
TARUN KANTI DUTTA	13%
RAJU BISWAS	14%
SUVRIT BOSE	06%
SUBHASISH DAS	06%
MANAS CHAKRABORTY	06%
PRADIP MONDAL	06%
RANA DEY	06%

6. Management:-The partners hereto shall manage the affairs of the business

P/8

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with mutual consent and consultation with each other in any manner they like to their benefit and ATANU RAY, RAJU BISWAS & MANAS CHAKRBORTY are jointly will be the representatives and authorized signatories of the partnership firm to sign in all the documents on behalf of all the partners of the Firm, and selected they may be the Attorneys to be appointed by the owners' of the land where the project to be constructed, and the partners equally perform in the business from the date i.e. 18th November 2021 for a term of so long completion and dealings of the project, but subject to the provision for determination hereinafter contained.

- 7. Books of accounts-proper books of account shall be kept of the Partnership firm and entries of all matters relating to the said business shall be made thereon. Those books of account shall not be removed from the office for the partnership firm, without the consent of other partners but each of the partners shall have full access to the said books of account at all reasonable times and they shall be at liberty to check them and to make extracts there from as may be thought fit and necessary.
- 8. Drawings- That it is agreed by and amongst the partners that all the partners shall be the working partner and shall devote time and attention in the conduct of the affairs of the firm business and in consideration of devoting time and attention to the business, as the circumstances and business urgent needs may require, they shall be entitled to draw money with the consent of the other partners which will be calculated and adjusted with the profit for each accounting year.
- 9. Accounting year:-The accounting year of the firm shall be the English Financial Year i.e. the period of 1st day of April to 31st day of March of each and every year during the continuation of the business/project and shall be

P/9

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taken of all the Capital Assets, debts and liabilities and stock-in-trade of the Partnership and Balance sheet and Profit & Loss Account shall be drawn up after deducting all expenses relating to business activities including rent, salaries and other expenses as well as interest if any and remuneration if any.

- 10. Banking Accounting/s:-The Banker/s of the Partnership concern shall be such Bank or Banks as the partners may decide from time to time, and ATANU RAY, RAJU BISWAS & MANAS CHAKRBORTY are jointly shall be entitled to operate upon such Bank Account/Accounts. If require all the Partners may change the name/s of the said operators unanimously.
- 11. Retirement or Death of Partner:-Any partner may retire from the partnership at any time by giving at least 3 calendar months' previous notice in writing of his intention to do so, and at the expiration of such notice, the retirement or death or insolvency of any partners of the firm shall not effect upon continuance of the Partnership business. In that event of retirement partnership business be continued and carried on by the remaining partners on such terms and conditions as may be decided upon. In the event of death of any partner the partnership business may be continued on by the surviving partners with the legal heirs and representatives of the deceased partner on such terms and conditions as may be agreed upon.
- 12. Each partners shall:- i) Be just and faithful to the others in all transactions relating to the partnership.
  - ii) At all time give the other a just and faithful account of the state of affairs of the business of the partnership concern and also upon every reasonable request furnish full and correct explanation thereof to the others, and
  - iii) Indemnify the firm for any loss caused to it by his for willful neglect of fraud in the conduct of the business of the firm.

    P/10



- 13. Prohibitions:-a) Employ any of the moneys, goods and effects of the Partnership or pledge the credit thereof except in the usual and ordinary course of business and for the benefit of the Firm,
  - b) Lend to any person any sum of money on behalf of the firm,
  - c) Open a banking account in his own name on behalf of the firm,
  - d) Transfer by sale or otherwise any asset of the firm,
  - e) Sell or mortgage or assign or in any manner transfer his share of the property of the firm,
  - f) Become a bail or surety for any person on behalf of the firm and thereby endanger the assets of the firm.
- 14. Arbitration:- Any dispute or differences which arise between the partners with regard to any matter of partnership business, shall be referred to arbitration and the decision of sole arbitrator, if the parties in dispute so agree, otherwise to two or more arbitrators, according to the number of the partners of the firm one to be nominated by each party or his representative and in case of difference of opinion between them by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1996 as amended including its statutory modification and re-enactment.
  - 15. Relaxation:-Any of the terms, conditions and stipulations of these presents may be varied, altered and or added to by mutual consent of the partners hereof which may either be reduced into writing or be implied from the conduct of the parties.
  - Statute; Save and except as provided hereinbefore, this Partnership shall be governs by the Indian Partnership Act 1932.



IN WITNESS WHEREOF the parties to these present have hereunto set and subscribed their respective hands and seals on the day, month and year first

Signed, sealed and delivered by the parties within named At in presence of witnesses:-

1. Fradip Kn. Ray Kora Baupara (N) Kora Chandighar 29 Pargamas (N)

Kal- 130

2. Baran Dulla Late Abomi motton Dulla Kora babu pava (N) Kora Chain Ligarh Madham gran 24 (Nar) K- 130

Alam Kay (Signature of the First Partner)

Abhore Saha ( Signature of the Second Partner)

Sourik Dan.

( Signature of the Third Partner )

当なるかがかは

(Signature of the Forth Partner)

Bir sells 2 ps

(Signature of the Fifth Partner)

Raxin BisDay

(Signature of the Sixth Partner)

Luvrice Bose.

(Signature of the Seventh Partner)

Zulcharish Des

(Signature of the Eighth Partner)

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1. Ba Rip km Ray (Signature of the Ninth Partner) Pradip Skandal

110ra Babupara 110ra chandighas 24 fargonas (N) 401-130 (Signature of the Tenth Partner)

2. Barun Dutter

Kana Dy

Late Aboni Mohom Dutte (Signature of the Eleventh Partner)

Kora babupara (N)

Kara Chain Ligarh.

Madham gram

24. P.GS

K. 130

Deed Prepared by

(Birendra Ch. Row

Advocate Barasat Judges' Court.

WB 319/83.

Rego, ido

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# Instrument - "A"

### NOTARIAL CERTIFICATE

MR. NO. 11304. Date.

By
Shib Sankar Das
LL. B.
NOTARY PUBLIC





Residence:

Villege-Lakshmipur, Post Office : Gobardanga P.S. : Habra, Dist : North 24 Parganas West Bangal, Pin Code No - 743252 (THIS GANKAR DAS)

NOTARY PUBLIC Office at : District Judges' Court Premises Baresat, North 24 Pergenas, West Bengel, INDIA Registration No. 08/2017