

Mrs. Atabi Banerjee

B. A., L.L.B.

Notary, GOVT. OF WEST BENGAL
Durgapur, Burdwan

Professional Address :

Durgapur Court
Durgapur, Burdwan
Pin - 713 216

Notarial Certificate

(Pursuant to section 8 of The Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come,
Mrs. Atabi Banerjee, duly authorised by the Government of West Bengal to practise as a NOTARY do hereby verify, authenticate, certify, 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 is to certify, authenticate and attest that the annexed instrument "A" is the *original Deed of Partnership executed by 1. Sri Pritam Mondal 2. Sri Samrath Paul 3. Sucharita Ghosh and 4. Mr. Abhijit Deo on identification by Ad. Advocates.*

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



IN FAITH AND TESTIMONY WHERE OF being required of a NOTARY, I the said notary do hereby subscribe my hand and affix my seal of office at Durgapur on this the *07th* day of *December* in the year of Christ 20*21*

Atabi Banerjee
Mrs. Atabi Banerjee, Notary
Durgapur, Burdwan, W.B.
Regn. No.-40/2007 Govt. of W.B.

Mrs. Atabi Banerjee
NOTARY



07 DEC 2021 07 DEC 2021



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

H 631359



Notary
Govt. of West Bengal
Bardhaman District
Durgapur

ANNEXURE "A"
DEED OF PARTNERSHIP

THIS INDENTURE CALLED THE DEED OF PARTNERSHIP MADE AT DURGAPUR ON THIS 7th DAY OF DECEMBER TWO THOUSAND AND TWENTY ONE.

BETWEEN

1) Name: **PRITAM MONDAL** Son of **PRABIR MONDAL** having Pan No **BPFBM5430K**, having DOB- 11th August 1989 residing at Vill. Biharpur, P.O Nadiha P.S Kanksa, Durgapur, Bardhaman, West Bengal-713201.

(Which expression shall unless it is repugnant to the context or meaning there of include his heirs, executors, administrators and assigns)

Hereinafter called Party of the First Part.

2) Name: **SOMNATH PAUL** Son of **NABA KUMAR PAUL** having Pan No **BGHPP4489C** having DOB- 8th April 1990 residing at Sagarbhangra Bardhaman, Durgapur (in crop.) Bardhaman, West Bengal – Pin-713219.

(Which expression shall unless it is repugnant to the context or meaning there of include his heirs, executors, administrators and assigns)

Hereinafter called Party of the Second Part.

Mrs. Atabi Baidarjee, Notary
Durgapur, Bardhaman, W.B.
Regn. No. 407/007 Govt. of W.B.

Maa Kamakhya Developers Maa Kamakhya Developers

Somnath Paul
Maa Kamakhya Developers

Pritam Mondal
Partner

Sucharita Ghosh
Partner

Maa Kamakhya Developers
Abhijit Dey
Partner

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Sl No.....1351.....Date.....07/12/21.....
Sold to.....Maa Kmarhyn Developers.....
Address.....D.P-13.....
Value of Stamp.....500p.....
Date of Purchase of the Stamp.....25 NOV 2021.....
Paper from Treasury.....
Name of the Treasury from where
Purchase:-Durgapur

Ram Prasad Banerjee
Stamp Vender
A.D.S.R. Office, Durgapur-16
Licence No-1/03



Name: **SUCHARITA GHOSH** Daughter of **SUBRATA GHOSH** having Pan No **ARMPG3626M** having DOB 27th December 1989 residing at 2ND Street Gurudwara Road Benachity, Durgapur (m crop.) Barddhaman, West Bengal – Pin-713213.

(Which expression shall unless it is repugnant to the context or meaning there of include his heirs, executors, administrators and assigns)

Hereinafter called Party of the Third Part.

4) Name: **ABHIJIT DEY** Son of **BABUL KUMAR DEY** having Pan No **AMJPD2312B** having DOB 15th November 1982 residing at Babul Kumar Dey, South Dhadka Road, Dhadka, Sukanta Pally, Asansol(m crop.) Barddhaman, Dakhin Dhadka, West Bengal – Pin-713302.

(Which expression shall unless it is repugnant to the context or meaning there of include his heirs, executors, administrators and assigns)

Hereinafter called Party of the Fourth Part.

AND WHEREAS Parties of the First, Second, Third and Fourth part as above intend to do business of, To carry on business as proprietors, developers, Builders, Managers, Operators, hirers and dealers of all kinds of immovable properties, including but not limited to that of lands, buildings, farms, cinemas, hotels and cold stores and to carry on all incidental or allied activities and business as are usually carried on by Proprietors, Builders, Managers, Operators, Hirers and Dealers etc. of such properties and to carry on business as hirers of machinery; "And to do any other business which can be conveniently carried on along with the above under the Name and Style of **"MAA KAMAKHYA DEVELOPERS"**

AND WHEREAS the parties hereto have come to a mutual understanding as to the terms and conditions on which the parties to this deed have decided to carry on business.

AND WHEREAS the parties thought it prudent and desirable to reduce into writing the mutually agreed terms and conditions on which the parties have agreed to carry on the business of partnership.

NOW THEREFORE THIS DEEDS WITNESSTH AND THE PARTIES HERE TO HEREBY MUTUALLY AGREE AS UNDER: -

1) COMMENCEMENT AND DURATION: -

Nor withstanding the state of execution of this deed, the partnership business as constituted under this deed shall be deemed to have commenced and has infact commence with effect from 7th December 2021 and the same shall continue AT WILL.

2) NAME: -

The business* of the partnership shall be carried on under the name and style of **"MAA KAMAKHYA DEVELOPERS"** and/or such other name or names as the partners may mutually agree upon from time to time.



Mrs. Atabi Banerjee, Notary
Durgapur, Burdwan, W.B.
Regn. No. 40/2007 Govt. of W.B.

Maa Kamakhya Developers

Maa Kamakhya Developers

Somnath Paul Sucharita Ghosh

Partner

Maa Kamakhya Developers
Ritom Mondal

Partner

Maa Kamakhya Developers
Abhijit Dey

Partner

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ADDRESS: -

The business of the partnership shall be carried on at 2ND Street Gurudwara Road Benachity, Durgapur (m crop.) Barddhaman, West Bengal – Pin-713213 and at such other place or places as the partners may mutually agree upon from time to time.

4) OBJECT: -

The objects of the partnership are as under: -

To carry on business of contractors, Builders, Town planners, Infrastructure developers, Estate developers and Engineers land developers, Land Scapers, estate agents, immovable property dealers and to acquire, buy, purchase, hire or otherwise lands, buildings, civil works immovable property of any tenure or any interest in the same and to erect and construct, houses, flats, bungalows, kothis or civil work of every type on the land of the Company or any other land or immovable property whether belonging to the Company or not and to pull down, rebuild, enlarge alter and other conveniences and to deal with and improve, property of the Company or any other Immovable property in India or abroad.

To erect, construct, build, water proofing, sewage, demolish, fabricate, execute, carry out, improve, work, develop and enlarge, rebuild, repair, maintenance, administer, manage or control in India or abroad- on any land or immovable property of the Company or upon any other land or immovable property in any capacity and conveniences of all kinds, including turnkey jobs, railway, tramway speedway, runways, roads aerodromes, sewage, theatres, cinema halls, piers, wherever's, Dams, barrages, reservoirs, embankments, canals, irrigations, power houses, transmission lines, reclamation, improvement sewage, drainage, sanitary works, for building hotels, houses, markets, private public and all kind of Conveniences and to carry out business of builders and civil engineers, architects, estimators and designers thereof.

To promote, buy, acquire, sell, lease, exchange, hire, give on relit, to let, mortgage or otherwise dispose of the lands, industrial Complexes, houses, buildings, farm houses, agricultural lands, and other immovable property of the Company or other immovable property including any share or shares, interest or interests therein and to transact on commission or otherwise business of real estates agents and to apply for purchase through tender or otherwise acquire civil contracts for or in relation to water proofing, sewage, construction, execution, equipment, improvement, management, administrations or control of mechanical and civil works and conveniences and to undertake, execute, dispose or otherwise turn to account the same.

To carry on the business of architects, consultants civil engineers civil testers, builders and developers of land contractors, colonisers, civil contractors and undertake any residential, commercial or Industrial, construction either independently or jointly in partnership, joint venture or on agency or sub contracts basis with or on behalf of any individual firm, body corporate, association or society, Central or State Government, Cantonment board or any local authority to work as colonizer, developer of land and farm houses and buildings for residential purposes.

5) CAPITAL:-

The capital of the partnership shall be the capital mutually agreed upon by all partners.



Maa Kamakhya Developers

Somnath Paul
Partner

Maa Kamakhya Developers

Sucharita Ghosh
Partner

Maa Kamakhya Developers

Abhijit Das
Partner

Maa Kamakhya Developers

Ritam Mondal
Partner

Mrs. Alabi Banerjee
Notary
Durgapur, Burdwan, W.B.
Regn. No. 40/2007 Govt. of W.B.

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INTEREST: -

Interest shall be paid on the capital of the partners at the rate of 12% (Twelve Percent) and calculating of such interest would be on the amount standing to the credit of the partners on the first day of every year in the books of firm.

7) ACCOUNTING YEAR: -

The Accounting year of the firm shall be financial year and the first of such accounts shall close on 31st March.

8) SHARE IN PROFIT/LOSS: -

The accounts of the partnership business shall be properly and regularly maintained. The books of accounts of the partnership shall be closed at the end of each accounting year and profit and loss account and balance sheet shall be drawn up. The profit or loss of the partnership business shall deem to accrue evenly from day-to-day throughout the year. The Net profit of Net loss of the partnership business, after deduction of all expenses relating to business activities as well as interest and remuneration payable to partners in accordance with this deed, shall be divided and distributed among the partners in the following proportion.

Share in Profit/Loss

A) PRITAM MONDAL	25%
B) SOMNATH PAUL	25%
C) SUCHARITA GHOSH	25%
D) ABHIJIT DEY	25%

9) BANK ACCOUNT: -

Bank account or accounts of the partnership business shall be opened with any Nationalized or Scheduled or Co-operative Bank or Banks and such accounts shall remain in the name of the firm and shall be operated by the signature of any of two partners either jointly or severally.

10) BORROWINGS: -

The firm can borrow from any nationalized Bank or Banks or NBFC duly registered with RBI, or by other mode with consent of all the partners of the firm. The firm will not be responsible for any debts or liabilities incurred by the partners for their personal purpose, nor before or after starting the firm.

11) REMUNERATION TO PARTNERS: -

It is agreed by and between the parties hereto that the following partners (hereinafter referred to as working partners) who are devoting their time and attention in the conduct of the affairs of the firm as the circumstances and business needs may require and also handling day to day affairs of the business, shall be paid remuneration as mentioned below:-

A) PRITAM MONDAL

Maa Kamakhya Developers

Maa Kamakhya Developers

Somnath Paul
Partner

Maa Kamakhya Developers

Sucharita Ghosh
Partner

Maa Kamakhya Developers

Abhijit Dey
Partner

Mrs. Atabi Banarjee, Notary
Durgapur, Burdwan, W.B.
Regn. No.-40/2007 Govt. of W.B.

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- B) SOMNATH PAUL
- C) SUCHARITA GHOSH
- D) ABHIJIT DEY

In case of loss

Rs. 150000

In case of book profits

upto Rs 300000/- for the year

@ 90% of Book profits

On the balance of the book profits

@ 60% of Book Profits

EXPLANATION: -

For the purpose of this clause the expression 'Book Profits' shall mean the 'Book Profits' as defined in S 40(b) of the Income Tax Act 1961 or any statutory modifications or re-enactment thereof, for the time being in force.

The remuneration payable to the working partners as above shall be credited to their capital/current accounts on ascertainment of Book Profits. The working partners shall be entitled to draw such reasonable sums against the remuneration payable to them and as may be agreed upon by the partners.

The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other partner of partners. The parties hereto may also agree to revise the mode of calculating the above remuneration and decide to pay salary and grant the benefit of House rent allowance, Rent free quarters, Motor accident and/or Life insurance policy, Premium, Provident Fund, Gratuity, Bonus, Commission on Sales/Gross receipts and/or other benefits to the above and/or the other partner or partners either on monthly or yearly basis as they may mutually agree upon.

12) DRAWINGS: -

Each of the partners shall be entitled to draw from the partnership funds for his personal expenditure as may be mutually agreed upon between the partners, provided, however that such withdrawals shall not jeopardize the financial position of the firm.

13) DUTIES OF THE PARTNERS: -

Each one of the partners shall work diligently and faithfully for the business of the partnership and shall extend full co-operation to the other partners. All so each one of the partner shall sincerely render a true and correct account of each and every transaction handled by him and shall also give a reasonable explanation thereof, if and whenever so required by the other partners.

14) NOTICE OF RETIREMENT: -



Maa Kamakhya Developers

Ritam Mondal
Partner

Maa Kamakhya Developers

Somnath Paul

Partner

Maa Kamakhya Developers

Partner

Maa Kamakhya Developers

Abhijit Dey

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Mrs. Atabi Banerjee, Notary
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Regn. No. 40/2007 Govt. of W.B.

Any partner may retire from the partnership business by giving a notice in writing of three months to this effect.

15) MORTGAGE OF SHARE: -

No partner shall be entitled to mortgage, assign or charge his share in partnership business without the prior consent given in writing by the other partners. No partner can ask for sell of his share to any outsider.

16) No partner without the consent of the other partners give in writing, secure any surety or guarantee for any other person or do or knowingly suffer anything to be done whereby the partnership properly may be endangered.

17) No partner shall without the written consent of the other partners dispose of by way of pledge or otherwise any of the assets of the partnership business.

18) All partners of the firm shall be individually and wholly responsible to pay their personal taxes and other dues. They are responsible for their personal liabilities.

19) All the partners of the firm shall have rights on the movable and immovable properties belonging to the firm in their profit-sharing ratio.

20) GOODWILL: -

Any goodwill accruing to the business of the firm for any reason whatsoever shall wholly and entirely belong to the firm itself and no partner shall have a right demand a share in the goodwill of the firm, either during the continuance as partner or on his retirement or expulsion and upon the death of any partner his heirs will not be entitled to claim any share of the goodwill of the firm.

21) In the event of the death, retirement, insolvency, lunacy of the partner, the partnership shall not stand dissolved. The remaining/surviving partners shall be entitled to carry on the partnership business under the name and style either by themselves or along with any other person subject to settlement of account of the outgoing partner. The account of the outgoing partner shall be settled within a reasonable period from the date of retirement/death.

22) Every partner shall indemnify the firm for any loss caused to it by his or her fraud or willful neglect in the conduct of the business of the firm.

23) ARBITRATION: -

In the event of disputes, question of differences that may arise in the business of the said partnership in connection with any matter between the partners, touching to this, the same shall be settled by mutual understanding first and then be referred to arbitrator.

24) MODIFICATION: -

All other matters for which no provisions has been made in this Deed and also matters for which are to be eliminated and/or modified shall be decided with the mutual consent of all the partners shall be reduced to writing and also be signed by all the partners and shall form in an appendage to this partnership deed.



Mrs. Alabi Banarjee, Notary
Durgapur, Burdwan, W.B.
Regn. No. 41/2007 Govt. of W.B.

Maa Kamakhya Developers
Sannath Paul
Partner

Maa Kamakhya Developers
Suchanta Ghosh
Partner

Maa Kamakhya Developers
Abhinav Das
Partner

Maa Kamakhya Developers
Priyam Mondal
Partner

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Each partner shall upon dissolution of partnership, execute all such deeds and documents and shall do all such things as would be necessary for a speedy winding up the affairs of the partnership.

26) Subject to the provisions of this deed, the business of the partnership shall be run under the provisions laid down in the Indian Partnership Act, 1932 together with its modifications for the time being in force.

IN WITNESS WHEREOF the partners hereto have put their respective signatures on the deed of partnership on the day and month of the year first mentioned hereinabove.

1) SIGNED, SEALED AND DELIVERED

By the with named

In presence of *Susmita Chakraborty*

PRITAM MONDAL
Maa Kamakhya Developers
Pritam Mondal
(First Party) Partner

2) SIGNED, SEALED AND DELIVERED

By the with named

In presence of

Samarash Mondal

SOMNATH PAUL
Maa Kamakhya Developers
Somnath Paul
(Second Party) Partner

3) SIGNED, SEALED AND DELIVERED

By the with named

In presence of *Nandita Devsharma*

SUCHARITA GHOSH
Maa Kamakhya Developers
Sucharita Ghosh
(Third Party) Partner

4) SIGNED, SEALED AND DELIVERED

By the with named

Suman Raywar

In presence of

ABHIJIT DEY
Maa Kamakhya Developers
Abhijit Dey
(Fourth Party) Partner



IDENTIFIED BY ME

A. Banerjee
ADVOCATE

INSTRUMENT "A" REFERRED TO
IN THE NOTARIAL CERTIFICATE

Atah Banerjee
Mrs. A. Banerjee, Durgam,
Durgam, Burdwan, W.B.
Regn. No. 474-1-1997

07 DEC 2021

INSTRUMENT "A"

Dated 07th Day of Dec 20 21

With

Notarial Certificate

Dated 07th Day of Dec 20 21

Mrs. Atabi Banerjee
Notary,
Burdwan District
at Durgapur

Residence Chamber :
Flat No. 16
"SATAVISA"

Premendra Mitra Bithi
City Centre, Durgapur - 16
Burdwan (W. B.)

Mob. No. : 9434708178

★ **NOTARY PUBLIC** ★