

Rekha Tewari

B.A., L. L. B.

Professional Address :
2&3, Bankshall Street,
Kolkata - 700 001

Advocate & Notary Public
Govt. of India

Mobile : 9748234830

Sl. No. 36 / 2019

NOTARIAL CERTIFICATE

(Persuant to section 8 of the Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Rekha Tewari duly authorised by the Central Government 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 Partnership deed.
Executed by Mr. Pradip Kumar
..... Jadav, of Cassipore
..... Kol - 700001
and others as per the same.

PRIMA FACIE the annexed instrument "A" apperas 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 me seal of office at Chandernagore on this

the 18 DEC 2019 day of in
the year of Christ 20 19



18/12/2019
Rekha Tewari
NOTARY PUBLIC
Reg. No. : 10288/13
Govt. of India
CMM'S Court
Kol - 700001



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



AA 335496

PARTNERSHIP DEED

This Deed of Partnership is executed on this the 18th day of
December, 2019 amongst :

- 1) **MR. PRADIP KUMAR YADAV (PAN-ACIPY7596B)**, son of Hanuman Prasad Yadav aged 39 years, by faith-Hindu, by occupation-Business, residing at 38/A, Gopal Chatterjee Road, P.O. & P.S.-Cossipore, Kolkata-700002 hereinafter called the "**FIRST PARTNER**".
- 2) **MR. DHRUB KUMAR MANJHI (PAN-APMPM5820R)** son of Late Motilal Manjhi, aged 37 years, by faith-Hindu, by occupation-Business residing at 22, Gobindo Mondal Lane, P.O. & P.S.-Cossipore, Kolkata-700002, hereinafter called the "**SECOND PARTNER**".

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Regn. No.- 10288/13
C.M.M's Court
Kolkata - 700 001

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Dokania Fin Ltd Per Ltd.

এ. ডি. এস. আর. অফিস, মগরাহাট
দক্ষিণ ২৪ পরগণা
ভোগার : আসাদুর রহমান

তার
29 OCT 2018



সচিব
জাতীয় কৃষি বিশ্ববিদ্যালয়
মগরাহাট
দক্ষিণ ২৪ পরগণা

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



W 668620

- 3) **MR. LAKHI PRASAD GUPTA (PAN-AFFG2147C)** son of Sital, aged 47 years, by faith-Hindu, by occupation-Business residing at 29/H/26, Cossipore Road, P.O. & P.S.-Cossipore, Kolkata-700002, hereinafter called the **"THIRD PARTNER"**.

WHEREAS, all the parties to this Deed having considered it profitable to engage themselves in the business of construction of buildings/apartments, builders and developers in partnership for the mutual benefit of all under the name and style of **"M/S. SREE MAHABEER CONSTRUCTION"** having its registered office at 10/1C, Gopal Chatterjee Road, P.O. & P.S.-Cossipore, Kolkata-700002 by contributing the required finance.

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REKHA TEWARI

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নং তার
ক্রেতার নাম A. K. Sarker - Adv - C. M. M. C.
ভেঃ সাহাআলম মণ্ডল
ভেঃ
মোঃ- এ ডি এস আর, বারুইপুর
জেলা- দক্ষিণ ২৪ পরগণা
থানা

Sched No. 1

Col.



AND WHEREAS it is considered expedient to reduce the terms and conditions governing the partnership into writing in order to avoid any misunderstandings in future. Hence, it is witnessed and it is hereby mutually agreed as under:

1. The Partnership shall be deemed to have commenced on the 18th day of December, 2019.
2. The business of the Partnership shall be carried on under the name and style of **"M/S. SREE MAHABEER CONSTRUCTION"**.

The principal place of the business of the partnership shall be at 10/1C, Gopal Chatterjee Road, P.O. & P.S.-Cossipore, Kolkata-700002 and at such other place or places as may be decided by the partners from time to time.

3. The nature of the business of the partnership shall be as under:
 - a. To carry on in India, either alone or jointly with one or another firm, government, local or other bodies, the business to construct, build, alter, acquire, convert, improve, design, erect, establish, equip, develop, dismantle, pull down, turn to account, furnish, level, decorate, fabricate, install, finish, repair, maintain, search, survey, examine, inspect, locate modify, operate, protect, promote, provide, participate, reconstruct, grout, dig, excavate, renovate, remodel, rebuild, undertake, contribute, assist and to act as civil engineers, architectural engineers, interior decorators, consultants/advisors, agents, brokers, supervisors, administrators, contractors, subcontractors, turnkey contractors and managers of all types of constructions and developmental activities in all its branches such as multistoried, colonies, complexes, housing projects etc.

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- b. To carry on in India the business of builders, contractors, designers, architects, decorators, furniture consultants, constructors, brokers of all types of buildings and structures such as houses, flats, apartments, shopping-cum-residential complexes and to develop, erect, install, alter, improve, add, establish, renovate, recondition, protect, participate, enlarge, repair, demolish, remove, replace, maintain, manage, buy, sell lease, let on hire, commercialize, turn to account, fabricate handle and control, all such buildings and structures.
- c. To deal in **real estate** business, purchase of lands both for agriculture and conversion into house sites, acquiring commercial and other lands, construction of apartments of all types, selling/leasing them, transact all types of housing and real estate activity.
4. **MR. PRADIP KUMAR YADAV**, the First Partner, shall be executive partner **MR. DHRUB KUMAR MANJHI**, the Second partner shall be executive partner and **MR. LAKHI PRASAD GUPTA** the Third Partner, shall be the Managing Partner individually shall be empowered on behalf of the partnership to appoint staff and fix remuneration and to supervise over their work and to dismiss them as and when found necessary, to acknowledge receipt of cash/ cheques and goods and give effectual receipts, to incur expenses during the course of business of the partnership, to do all other acts, and things that are usual, necessary, and expedient in carrying on the Partnership business. He is individually authorized to execute and sign all agreements relating to contracts, guarantees and indemnity bonds in favour of Government/ other authorities and also to deal with all types of disputes with the departments.

In short, he is individually fully empowered for arbitration to deal with correspondence relating to all Government and other departments and to do all other acts and things that

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are usual, necessary and expedient in carrying the Partnership business. He is also individually authorized to execute all the necessary documents pertaining to registration of land, construction agreements etc. in favour of the vendees/customers and buy the lands on behalf of the firm.

5. Bank accounts that are to be opened in the name of the Firm with anyone or more Scheduled Banks and all such accounts including Current Accounts whether in deposit or overdrawn and all types of overdraft accounts shall be operated by jointly **MR. PRADIP KUMAR YADAV, MR. DHRUB KUMAR MANJHI** and **MR. LAKHI PRASAD GUPTA**. They shall be empowered on behalf of the partnership to execute, endorse and discharge all types of instruments like Hundies, Cheques, Drafts etc.
6. Proper books of accounts of the partnership business shall be maintained and the same shall be closed for the first time on 31st March, 2020 and thereafter once in every year on 31st March.
10. Profits including capital profit or loss ascertained in accordance with the above clause shall be divided amongst or borne by the partners as the case may be in the following manner:

Sl.No.	Name of the Partners	Extent of Shares profit
1.	MR. PRADIP KUMAR YADAV	25%
2.	MR. DHRUB KUMAR MANJHI	25%
3.	MR. LAKHI PRASAD GUPTA	50%
	Total	100%

11. The partnership shall be terminable at the WILL of the partners. However, any partner may retire from the

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partnership business after giving three months Notice, of his/her intention to do so in advance, to other partners.



12. Death, retirement or insolvency of any of the partner shall not have the effect of dissolving of the partnership and the business of the Firm shall continue to be carried on by admitting new partner in the vacancy caused.
13. There shall be no goodwill to the Firm under any circumstances. If any partner dies or retires, such retiring partner or legal representatives of the deceased partner or any other person cannot claim any amount towards goodwill either from the Firm or from the surviving partners.
14. In the case of death or retirement of any partner, the retiring partner or the legal heirs of the deceased partners shall be given the balance in the capital account and share of profits or losses till the date of death or retirement.
15. In the case of dispute or differences of opinion between partners either on the interpretation of the terms of this deed or any of the partnership affairs the same shall be settled by arbitration. The provisions of the Indian Arbitration Act for the time being shall apply in this regard.
16. Any of the term or terms of this deed may be amended abandoned or otherwise be dealt with and the same shall be reduced in writing which shall have the same effect as if embodied in this deed.
18. The provisions of the Indian Partnership Act in so far as they are not contained herein shall be deemed to have been incorporated into these presents.

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IN WITNESS WHEREOF THE PARTNERS HERETO HAVE SET
THEIR HANDS ON DATE, MONTH AND YEAR FIRST HEREIN
ABOVE MENTIONED.

1. Pradeep Kumar Yadav

2. Shree Kunal Manjhi

3. Lakhi Prasad Gupta

Signatures of Partner(s)

Witnesses:

1. *Posion Das*

2. *Anirban Das*

I identified by me
Dipak Saha
Advocate

DIPAK SAHA
Advocate
Sealdah Court
Reg. No. - W.B. 1440/99

ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION

[Signature]
REKHA TEWARI
NOTARY

18 DEC 2019

REKHA TEWARI
NOTARY
Regn. No. - 10288/13
C.M.M.'s Court
Kolkata - 700 001

NOTARIAL CERTIFICATE

INSTRUMENT "A"

dated _____ day of _____ 20
18 DEC 2019 with

NOTARIAL CERTIFICATE

dated _____ day of 18 DEC 2019 20



Mobile : 09748234830

Rekha Tewari

NOTARY PUBLIC

Govt. of India

CMM'S COURT
2, Bankshall Street,
Kolkata - 700 001