

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, I, 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 Sri Balaji Thakura and Sri Takik Nath Nahe and Sri Shambhunath Daba and Sri Sujay Gope and Sri Somnath Mukherji on Identification by Ld. Advocate

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 22nd day of

April..... in the year of Christ 2022

Atabi Banerjee
Mrs. Atabi Banerjee, Notary

Durgapur, Burdwan, W.B.

Regn. No. 40/2007 Govt. of W.B.

Mrs. Atabi Banerjee

NOTARY



22 APR 2022



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL



ANNEXURE- A

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 22nd day
of April 2022.

BETWEEN

SRI BALAI THAKURA [Pan No-AELPT9918H] son of Sri Haradhan Thakura by faith: Hindu, By Nationality: Indian, By Occupation: Business, residing at 2/10 Vivekananda Park, Tetikhola, Arrah, Durgapur-12, P.S-NTPS, Dist- Paschim Bardhaman, West Bengal.

(Hereinafter called the FIRST PARTNER)



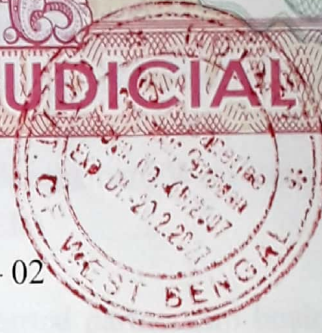
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AND

SRI TARAK NATH NAHA [Pan No-AEPPN3276C] son of Late Promod Kumar Naha by faith: Hindu, By Nationality: Indian, By Occupation: Business, residing at A3/4 Kalinagar, Arrah, Durgapur-12, P.S-Kanksa, Dist- Paschim Bardhaman, West Bengal.

(Hereinafter called the **SECOND PARTNER**)

AND

SRI SHAMBHUNATH NAHA [Pan No-AGYPN9538J] son of Late Promod Kumar Naha by faith: Hindu, By Nationality: Indian, By Occupation: Business, residing at A3/4 Kalinagar, Arrah, Durgapur-12, P.S-Kanksa, Dist-Paschim Bardhaman, West Bengal.

(Hereinafter called the **THIRD PARTNER**)

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AND

SRI SUJOY GOPE [Pan No-AQDPG0452B] son of Golok Chandra Gope by faith: Hindu, By Nationality: Indian, By Occupation: Business, residing at Vill- Rupanj, P.O.- Arrah, Durgapur-12, P.S-Kanksa, Dist- Paschim Bardhaman, West Bengal.

(Hereinafter called the **FOURTH PARTNER**)

AND

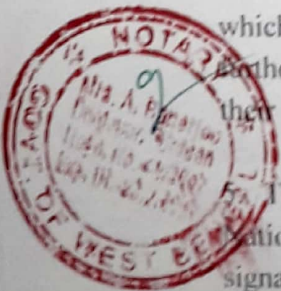
SRI SOMENATH MUKHERJEE [Pan No-BGSPM9636D] son of Hari Sankar Mukherjee, by faith: Hindu, By Nationality: Indian, By Occupation: Business, residing at 2/12 Bidhan Park, P.O.- Arrah, Durgapur-12, P.S-Kanksa, Dist- Paschim Bardhaman, West Bengal.

(Hereinafter called the **FIFTH PARTNER**)

WHEREAS all the partners are already started partnership business with effect from 1st April 2022 now they are in a state of execution of this deed which deals with “**Real Estate Development, Construction Contractor**” under name and style as “**Mangalmurti Developers**”.

And whereas all the partner to avoid any legal complication and to maintain sweet relationship between themselves agreed to execute this Deed of Partnership under terms and condition as follows: -

1. That, the name and style of the partnership business will be “**Mangalmurti Developers**” having its principle place of business at 2/10 Vivekananda Park, Tetikhola, Arrah, Durgapur-12, P.S-NTPS, Dist- Burdwan, West Bengal.
 2. That, the Firm will deal in Land Development, Promoting & Construction of building but also be able to do any other business, as per mutual consent of the partners.
 3. That, the accounting year of the firm shall be English financial year commencing from 1st day of April to the end of 31st March.
 4. That, the capital of the business at present will be invested by Partners which will be shown in books of Accounts of the Partnership Firm and further investment if required that will be borne by all partner according to their share.
- That, a bank account will be opened in the name of Firm at Nationalized Bank or Co-opt. Bank and the bank account operated by the signature of any two of the partners as per mutual consent of the firm.



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6. That, the profit and loss and liabilities for this partnership business shall be borne among the partners in the following manner:

BALAI THAKURA	20%
TARAK NATH NAHA	20%
SHAMBHUNATH NAHA	20%
SUJOY GOPE	20%
SOMENATH MUKHERJEE	20%

7. That, a general account shall be made/ drawn out at the end of each financial year and after deduction of wear and tear of all expenditure, the profit or loss as the case may be shall be adjusted/ distributed against all the partners as per their profit sharing ratio.

8. That, a cash book or an account book containing day to day income and expenditure shall be kept in the office of the firm and shall be accessible to all partner.

9. That, the partners of the firm will also be able to do individual separate business apart from this firm's business.

10. That, the any plot of Land and Lands may be purchased in the name of the firm for the purpose of the business by any two partners of the firm and the purchased plots of land / lands may be treated as the property of the firm.

11. That, in case any partner desires to retire, he must send a notice prior to one month stating his desire of retirement at the office of the firm by registered post and the retiring partner will be entitled to get back his capital if the said firm is running with profitable condition or according to market value of the said business according to the share.

And in case of death of any partner his legal heirs/successors will be entitled to get respective share and to take part in the said business according to share of deceased partner and the partnership shall continue without break the dissolution.

12. That, all the Partners shall be able to hold meeting or to settle any problem either with any Union or at management level for any dispute or any matter.

13. That, for the benefit of firm all the partners be able to take any bank loan but no partner be able to retire from the partnership business till repayment of full bank loan and all the partner shall be jointly and severally liable to repayment of loan.



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14. That, all the partners shall continue to be working partner and would be entitled to get salary per month as per I.T.Act unless otherwise revised /increased by partner hereto by mutual consent. Such salary / remuneration shall be paid regularly from capital account provided that Salary/ remuneration so paid/payable to above mentioned working partners in no case shall exceed the limit specified in Sec 40(b) of Income Tax Act, 1961. In case the Salary/remuneration payable to working partners exceeds the limit specified above then the remuneration/salary payable to all the partners and the remuneration/ salary so restricted/limited shall be paid /payable to all working partners and remuneration/salary so paid exceeds the limit laid down in sec.40 (b) then the excess of the salary /remuneration, shall treated as drawings of the Partner. That in case of loss before allowing such salary / remuneration no salary / remuneration will be allowed.

15. That, all the partners shall be further entitled to commission and or bonus at the percentage of share capital.

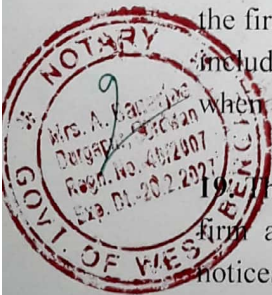
Provided that if there is any amendment in the given method of computation as laid down of section 40(b) of the I.T. Act., the same shall also stand substituted accordingly in the deed of Partnership with effect from the date of such amendment.

16. That, for service of the firm all the partners shall be entitled to draw a considerable amount to be decided mutually as a monthly salary, bonus, remuneration etc. as per amendment by Finance Act,1992 under provision of Income Tax Act., 1961 as per section 40(b).

17. That, it has also been agreed mutually that, the partners will be entitled for interest @12% p.a. for their respective investments in form of capital towards the firm's business. The rate of interest may be varied, reduced or waived as per common consent amongst the partners, if necessary. That in case of loss before allowing such interest on capital no interest will be allowed.

18. That, in case any new amendment regarding terms and condition of the firm or any matter takes place in future, the partners shall have right to include such amendment by statement of declaration or otherwise as and when will be needed.

19. That, all the partners shall be deemed as fully authorized agent of the firm and shall have right to submit tenders, bills, sing etc.to receive notices, drafts / cheques, documents etc. from Govt. other concerns on behalf of Firm.



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20. That, in case of any dispute or differences whatsoever which will arise between the partners or personnel representatives of the deceased partner shall be referred to single arbitrator if all party agree otherwise three arbitrators one to be appointed by each party to the difference in accordance with provision of Arbitration and Conciliation Act 1996 with in Durgapur jurisdiction.

That, those conditions or provisions not specifically mentioned in this deed shall be read and construed in the light of Indian Partnership Act as amended up-to-date.

In witnesses whereof all partner put their respective signature on this the day, month and year first above written.

Witnesses:

1) Bhakta Pal
S/o Baidyanath Pal
Durgapur - 16

MANGALMURTI DEVELOPERS

Balai Shakura.
Partner

Signature of the First Partner

MANGALMURTI DEVELOPERS

Jitendra Nath Naha
Partner

Signature of the Second Partner

MANGALMURTI DEVELOPERS

Shambhu Nath Naha
Partner

Signature of the Third Partner

MANGALMURTI DEVELOPERS

Sujay Ghose
Partner

Signature of the Fourth Partner

MANGALMURTI DEVELOPERS

Somenath Mukherjee
Partner

Signature of the Fifth Partner



Drafted & Typed by me

Somaanta Banerjee
Advocate

22 APR 2022

INSTRUMENT "A" REFERRED TO
IN THE NOTARIAL CERTIFICATE
Mrs. A. Banerjee, Notary
Durgapur, Burdwan, W.B.
Regd. No. 48/2007 Govt. of W.B.