

*Paper Writings*

Date 25 JUL 2022

Sl. No. 3881 of 2022 of Vol. No. (11)

# NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act, 1952)

TO ALL MEN THESE PRESENTS SHALL COME, I, MD. HAFIZUR RAHMAN Advocate & Notary Practising as a Notary in the Bankura District of the State of West Bengal within the Union of India, do hereby declare that the "Paper Writings collectively marked "A" annexed hereto, hereinafter called the "Paper Writings A", are presented before me by the executant(s)

1. *Dr. Shreyam Sinden Datta*  
*(J&P)*
2. *Dr. Chander Chatterjee*  
*W.P.*
3. *Dr. Shrubanti Ghosh*  
*W.P.*

hereinafter referred to as the "executant(s)"  
on this, the 25 JUL 2022 day of  
Two thousand

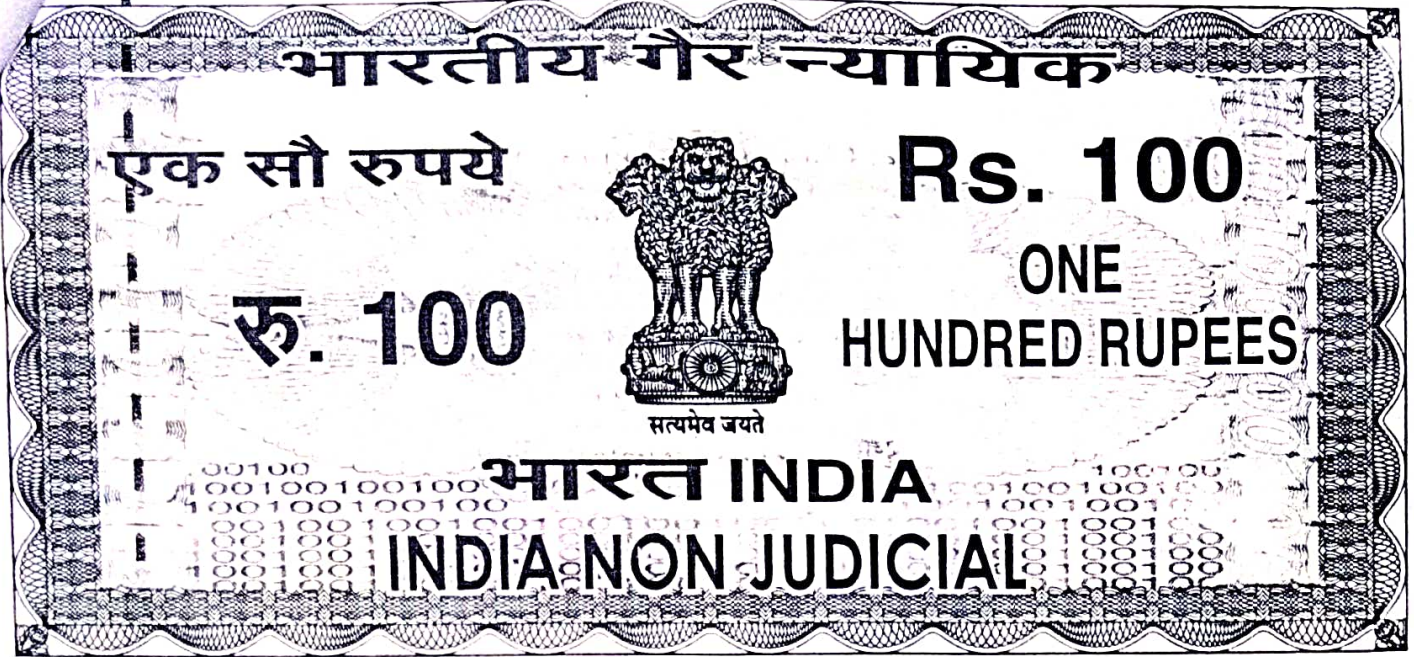
The "executant(s) having admitted the execution of the "Paper Writings A" in respective hand(s), in the presence of the witness(es), who as such, subscribe(s) signature(s) thereon, and being satisfied as to the identity of the executant(s) and the said execution of the "Paper Writings A" and testify that the said execution is in the respective hand(s) of the executant(s).

AN ACT WHEREOF being required of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF I, HAFIZUR RAHMAN, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office at Bankura Court Premises in the District of Bankura on this the 25 JUL 2022 20



*Hafizur Rahman*  
**Hafizur Rahman**  
Notary  
Govt. of West Bengal  
Bankura District  
Registration No. 45/2002  
Bankura Court  
P. O. & Dist. : Bankura  
25 JUL 2022

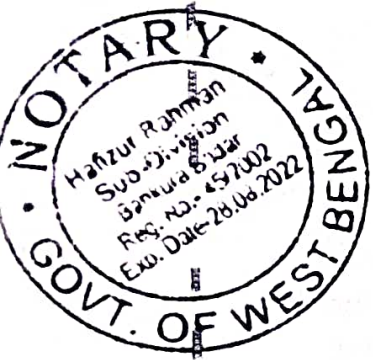


पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AH 030716

**DEED OF PARTNERSHIP**

BEFORE THE NOTARY  
OF BANNURA DISTRICT  
BANNURA (C) DISTRICT



THIS DEED OF PARTNERSHIP IS MADE ON 20<sup>th</sup> DAY OF  
JULY, TWO THOUSAND TWENTY TWO.

HAFIZUR RAHMAN  
NOTARY PUBLIC  
GOVT. OF WEST BENGAL  
REG. NO. - 457/2002  
BANNURA COURT  
C.O. & DIST. BANNURA

Contd.....P/2

25 JUL 2022

ক্রমিক নং..... 1147 .....  
ইং তাং..... 17/07/2022 .....  
নাম..... Chandan Chatterjee .....  
সাং..... Katjuwilinga .....  
থানা..... Bankura .....  
জেলা..... Bankura .....  
মূল্য..... 100/- .....  
Sri Moummy Nandi.

(শ্রী মুনময় নন্দী)  
টাকাসভা, বঁকুড়া



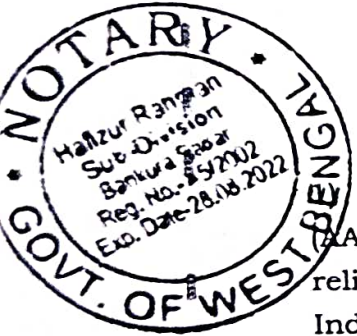
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25/7/22



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AH 030698

P/2



BETWEEN

SRI SHYAM SUNDAR DUTTA, (PAN No. AXHPD0130A),  
(AADHAAR No. 487484431549) son of Sri Madan Mohan Dutta by  
religion - Hindu, by occupation - Business, by Nationality -  
Indian, of Subhas Road, near Indira Gandhi Statue, Chowkbazar,  
Bankura, P.O., P.S. and District - Bankura, Pin - 722101, West  
Bengal hereinafter referred to as Party of the FIRST PART (which  
expression unless repugnant to and/or otherwise excluded by  
shall include all his legal heirs, representatives, administrators  
executors and assigns)

Contd.....P/3

HAFIZUR RAHMAN  
NOTARY  
GOVT. OF WEST BENGAL  
Regd. No. - 45/2002  
BANKURA COURT  
P.O. & DIST. - BANKURA

25 JUL 2022

ক্রমিক নং..... 1148

ইং তাং..... 19/07/2022

নাম..... Chandan Chatterjee

সাং..... Katjuridanga

থানা..... Bankura

জেলা..... Bankura

মূল্য..... 100/-

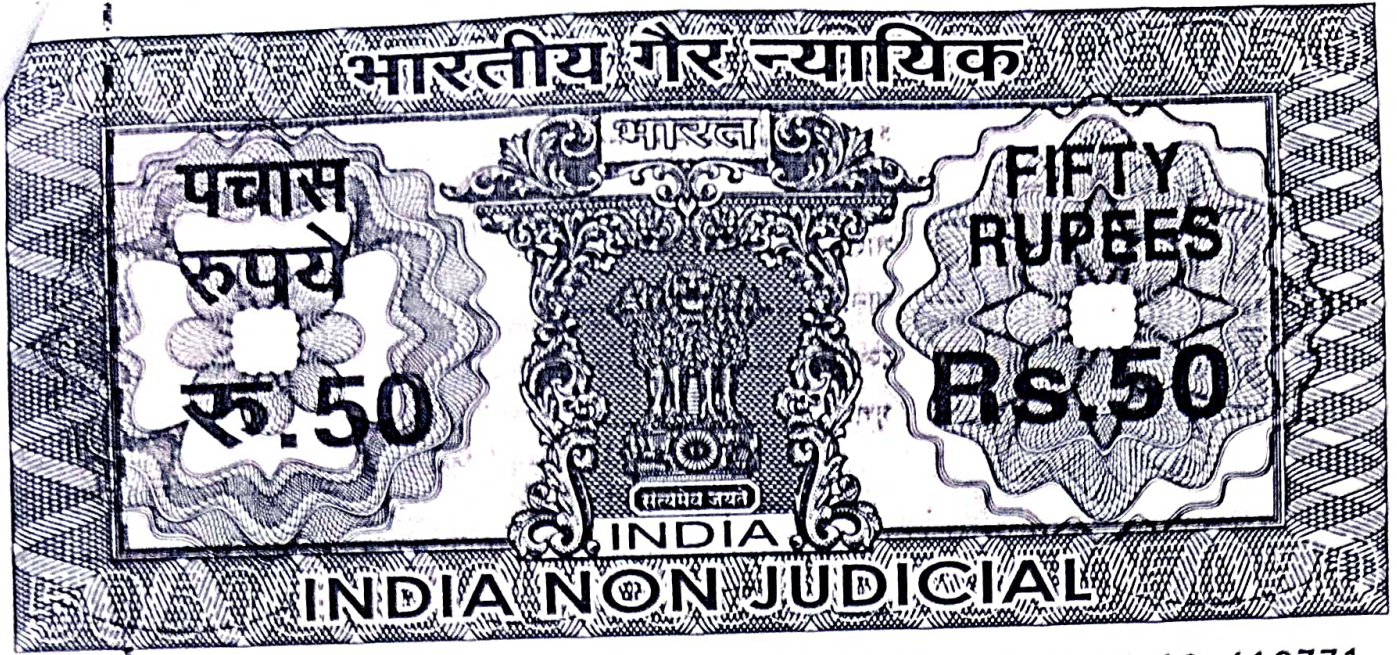
Sd/- Mousumoy Nandi

(শ্রী মনুয় নন্দী)

স্ট্যাম্প ডেভার, ~~স্বাক্ষর~~

BETWEEN

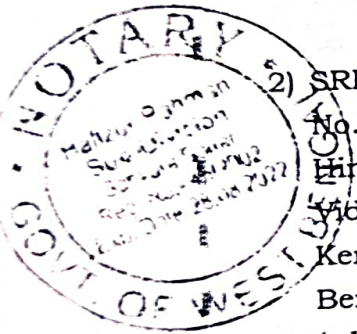




पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 612331

P/3



2) SRI CHANDAN CHATTERJEE, (PAN No. AGJPC4016D), (AADHAAR No. 492496857261) son of Sri Sishir Chatterjee by religion - Hindu, by occupation - Business, by Nationality - Indian, of Yidyasagar Pally, Katjuridanga, Kenduadihi, Bankura, P.O. - Kenduadihi, P.S. and District - Bankura, Pin - 722102, West Bengal hereinafter referred to as Party of the SECOND PART (which expression unless repugnant to and/or otherwise excluded by shall include all his legal heirs, representatives, administrators executors and assigns)

Contd.....P/4

25 JUL 2022

ক্রমিক নং..... 1149 .....  
ইং তাং..... 19/07/2022 .....  
নাম..... Chandan Chatterjee .....  
সাং..... Katuridanga .....  
থানা..... Bankura .....  
জেলা ..... Bankura .....  
ঘূলা ..... 50L .....  
Sri Moumouy Nandi'  
(শ্রী মুনময় নন্দী)  
স্ট্যাম্প ওভার. কাঁকড়া

P/4

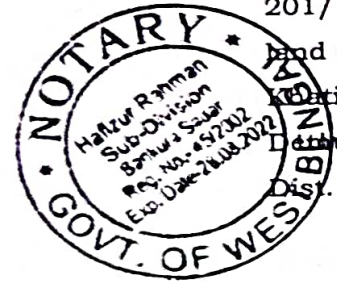
3) SMT. SHRABANTI CHOUDHURY, (PAN No. BLNPC4656H), (AADHAAR No. 726638547966) wife of Sri Saikat Choudhury by religion - Hindu, by occupation - Business, by Nationality - Indian, of 209/A, Cinema Road, Bankura, P.O., P.S. and District - Bankura, Pin - 722101, West Bengal hereinafter referred to as Party of the THIRD PART (which expression unless repugnant to and/or otherwise excluded by shall include all her legal heirs, representatives, administrators executors and assigns)

WHEREAS the parties of this deed have decided to act as developer of the property being ALL THAT 21.50 decimal of bastu land in R.S. Plot No. 309 (Old 201/3009) corresponding to L.R. Plot No. 4273 and 10 decimal of tara land in R.S. Plot No. 201 (Old 201/1421) corresponding to L.R. Plot No. 4283 total 31.50 decimal land in two plots recorded in L.R. Khatian No. 6844 new L.R. Khatian No. 8730, 8732, 8734, 8736, 8738, 8740, 8742 & 8745, of Pethurari Gopinathpur Mouza having J.L. No. 205 within P.S. & Dist. Bankura.

AND WHEREAS all the parties to this agreement have decided to run one partnership business for the purpose of making development of the said property and allied business in connection with the same. Be it mentioned here that the party of the third part is also one of the co-owners of the said property and status of the party of the third part shall remain as only partner of this partnership firm and the present firm or other two partners shall have no right, title and/or interest over the said property

Contd.....P/5

25 JUL 2022



HAFAZUR RAHMAN  
NOTARY  
GOVT. OF W.B.  
Regd. No.- 45/2002  
BANKURA COURT  
P.O. & DIST. - BANKURA



P/5

Mentioned in the first paragraph in any manner what so ever. The right of the party of the third part on the said property mentioned in the first paragraph shall not be treated as capital of the present partnership for which the party of the third part shall have no liability what so ever touching with the ownership of the party of the third part in connection with the said property .

AND WHEREAS the parties deem it proper to reduce of all the terms and conditions and which their working in partnership with effect from 1<sup>st</sup> April, 2022 be reduced in writing by means of fresh "DEED OF PARTNERSHIP".

NOW THIS DEED WITNESS AS FOLLOWS :

1) NAME OF THE FIRM : That the name of the Partnership Firm shall be "M/S. MAHALAXMI BUILDERS".

2) COMMENCEMENT & DURATION

THAT the present Partnership under this presence shall be deemed to have commenced on & from 1<sup>st</sup> day of April 2022 and shall continue to be carried as long as the partners desire.

ii) THAT the duration of Partnership be one "AT WILL".

1) REGISTERED OFFICE :- THAT the principal place of business of the firm shall be at Cinema Road. The partners may also open Branches at such place or places as may be determined mutually.

Contd.....P/6

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Regd. No. - 45/2002  
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P.O. & DIST. - BANKURA

25 JUL 2022

2) **OBJECT :-** THAT the Object of the Firm shall be engaged in business in respect of exhibiting cinema business, multiplex, commercial places, market places, restaurant, hotel, bar, to develop and promote building, shop rooms, commercial spaces and let out such shop rooms, commercial spaces and other business etc. as the partners may mutually agreed upon to do or such other business in any line.

THAT the said firm shall also be engaged in such other business, which are incidental thereto. The Object may be enlarged/alterd according to the requirement of the firm with the mutual consent between the Partners.

3) **CAPITAL**

a) The Capital of Partnership shall be sum of Rs. 1500000/- (Fifteen Lakhs) only initially, which shall be contribution by the Partners as follows:

- i) FIRST PARTY Rs. 500000/-
- ii) SECOND PARTY Rs. 500000/-
- iii) THIRD PARTY Rs. 500000/-

The Capital may be increased/decreased by the partners as per requirements of the Firm.

b) That the firm shall be entitled to raise loan for the purpose of Partnership from any bank, financial institution, Central or State Govt. and/or Private with interest with mutual consent of all the partners with or without Security.

4) **SHARING OF PROFIT/LOSSES**

The Net Profit of the firm shall be divided amongst the parties as follows :-

Contd.....P/7



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GOVT. OF WEST BENGAL  
REGD. NO. - 45/2002  
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23 DIST. BANKURA

25 JUL 2022

P/7

- a. FIRST PARTY 33 % ii) SECOND PARTY 33 % iii) THIRD PARTY 33 % iii) Towards donation 01%

They also in like manner bear losses including loss of Capital.

**5) BANK OPERATION**

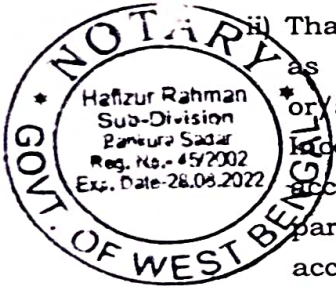
THAT the Partners shall open a Bank Account in any Nationalized/Co-operative/Private Bank/ Foreign Bank in India and the said Bank Account will be operated by any two of the partners jointly under the seal of partnership firm.

**6) INTEREST/SALARY/REMUNERATION/COMMISSION /BONUS ETC. TO PARTNERS**

- i) That the aforesaid partners shall be working partners within in the meaning of Section 40 (b) Income Tax Act and shall work diligently to the best of their ability in the Supreme interest of the partnership and none will show any negligence or lack of integrity and earnestness in the Performance of his duties as a Partner.

ii) That the partner shall be entitled to interest @12% per annum or as may be prescribed u/s. 40(b) (iv) of Income tax Act, 1961 or any other applicable provisions as may be in force in the Income tax Assessment of the partnership firm for the relevant accounting period of the amount standing to the credit to the partners such interest shall be calculated and credited to the account of such partner at the end of the accounting year. The rate of interest may be revisable with the consent of all partners as mutual agreed between themselves in the interest of the Partnership.

- iii) The aforesaid partners will be paid alary/Remuneration as may be prescribed u/s. 40(a) of Income tax Act, 1961 per month for the service rendered to the firm, which will be revisable from time to time in the interest of the Partnership Firm. However in case of inadequate profit the partners (all some or any one) will have the right to waive total or part of the amount of such salary/remuneration.



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25 JUL 2022

Contd.....P/8

**P/8**

- a) The salary/remuneration will be considered with reference to time and energy employed by the individual partners in the affairs of the Partnership business.
- b) No interest shall be allowed in respect of amounts credited in partner's current account. No interest shall be charged from the partners on their debit balance of capital.

The majority partners may be their mutual consent add, amend, modify, reduce, vary cancel this clause in any manner as may be decided by such majority partners from time to time by virtue of a resolution taken in that behalf and signed by all such partners.

**GENERAL :**

7) The Partners shall advance such amounts from time to time to the Partnership as may be required by the Firm and the partners shall be paid @ 12% interest on such amount which shall be deemed to be loan by partners to the firm.

8) License of any purpose including statutory license for working as Developer may be obtained either in the name of all partners or in the name of anyone of the partners. If the license is obtained in the name of any one partners then the firm as well as other partners shall be entitled to run such business on the basis of the license which may be obtained in the name of single partner.

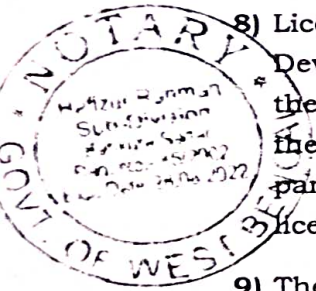
9) The Partnership business/profession shall be carried on in the premises as mentioned herein above or any other place which may be decided jointly.

10) No person shall be Employed or Dismissed Without the consent of the partners.

11) That the control and management of partnership shall vest in all the partners. Such partners either jointly or individually will be entitled to do 'All Acts' which are required for the interest and smooth running of the firm as representative of other partners in any office of the Central or State Government and any Court (Civil, Criminal or Revenue) any Public or Private sector any body

Contd.....P/9

25 JUL 2022



HAFIZUR RAHMAN  
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P/9

corporate or any place like Income Tax Office, Sales Tax Office, Municipality, Zilla Parisad, State Electricity Board, CESC Ltd., any office of the State Government and Central Government and etc any partner may deposit or withdraw any money in cash or cheque from Treasury or Sub-Treasury and encash any cheque or bill from any Treasury or Sub-Treasury and will do any other act or things as occasion may arise.

12) The accounting year of the firm shall end on the 31<sup>st</sup> day of March in each English calendar year. A profit & Loss Account shall be prepared and a general accounts of assets and Liabilities as on the last day of the Accounting year shall be taken as soon as possible after that date the parties may be mutual agreement very the date.

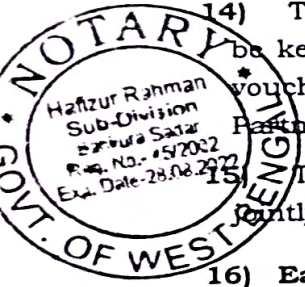
13) Immediately after each 31<sup>st</sup> March in every year the partners shall take an account and valuation of the effects credit and liabilities of the Partnership. Such account and valuation shall after mutual examination be drawn up in duplicate and signed by the parties who shall be entitled to retain a copy of the same. The entries in such signed accounts shall be final and bindings as between the partners.

14) That the partners shall cause all usual accounts and entries to be kept and made in proper books and together with all securities, vouchers and such books shall be kept at the registered office of the Partnership and be open to inspection of each partners.

15) That the business of the firm may be conducted by the partners jointly or any one of them acting for all on behalf of the firm.

16) Each partner shall -

- i) Act in the best interest of the firm.
  - ii) Punctually pay his/her separate debts and indemnify the other partners and the assets of the firm against the same.
  - iii) Pay all moneys, cheque and negotiable instrument received by him/her in one account of the firm.
- Be just and faithful to other partners, at all times given to other partners such information and truthful explanations of all matters, relating to the affirms of the firm and afford every assistance in his power in carrying on the business for their mutual advantages.



HAFIZUR RAHMAN  
NOTARY  
GOVT. OF WEST BENGAL  
REG. NO. 457002  
BARUA SATAR COURT  
27, SULTANPUR

25 JUL 2022

Contd.....P/10

P/10

17) All the legal proceedings be instituted and defended by the partners acting jointly.

18) If any partner shall -

- i) Commit the breach of any one of the provisions of there present or,
- ii) Commit any act of bankruptcy or iii) Commit any criminal offence or
- iv) Do or suffer any act which would be a ground for dissolution of the partnership by the court, then any in any such cases, other partners may by one month's notice in writing determine the partnership.
- v) The majority partners shall be entitled to take any decision for the benefit of the partnership firm.

19) That the Partnership shall be deemed to be continuing on submission is on the terms herein laid down and is approved by all the partners.

20) That the new partner may be admitted in partnership firm on mutual consent of all the partners for the benefit of the firm on the same terms & condition and/or may be decided by all partners at the time of admission of new partner.

21) That any partner may retire from partnership after giving one month's notice to other partners in writing of his/her intention to do so.

- i) That death/retirement shall not automatically dissolve the partnership. In case of death of any partner his/her heir's or assigns shall be taken in as partner or partners or be admitted to the benefit of partnership according as he or she or they are major's or minors, if the heirs of deceased is or are not willing to join the partnership in the place of the deceased, they may be give away the share of the deceased in the basis of the market value of the capital stands in the name of the deceased as at the day of death. Otherwise on the death of any partner the partnership firm shall vest with the remaining partner.

HAFIZUR RAHMAN  
NOTARY  
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P.O. & DIST. - BANKURA

25 JUL 2022

Contd.....P/11

P/11

ii) That a notice conveying the intention to dissolve, retire or release signed by the partner concerned left or delivered at the principal place of business shall be treated as sufficient service.

iii) That on dissolution the affairs of the firm shall be wound up as provided the Partnership Act.

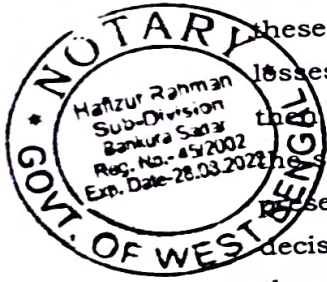
22) That share of the Partnership shall be inheritable as well as transferable.

i) If any time any dispute doubts or question shall arise, between the partners of their representative either on the construction of these presents or in respect of the accounts, transaction profit or losses of the business or otherwise in relating to the partnership every such dispute, doubt or question shall be referred to the sole Arbitrator Sri Amal Kumar Saha, Advocate High Court at present at 11, Old Post Office Street, Kolkata - 700 001 and the decision of the arbitrator shall be binding on the parties as per the arbitration act or any statutory modification thereof.

23) That the Partnership shall be governed by provisions of Indian Partnership Act, 1932 as it stands amended revised or altered from time to time always subject to condition herein before stipulated.

IN WITNESS WHEREOF the said (1) SRI SHYAM SUNDAR DUTTA, (2) SRI CHANDAN CHATTERJEE and (3) SMT. SHRABANTI CHOUDHURY

Contd.....P/12



HAFIZUR RAHMAN  
NOTARY  
GOVT. OF W.B.  
REGD. NO. - 45/2002  
BANKURA COURT  
P.O. & DIST. - BANKURA

25 JUL 2022

P/12

have hereto at Bankura signed this deed on the day and year first above written.

**Witness :**

1. Subhas Rana.  
cinemuroad  
Bankura.  
PO+DIST. Bankura.  
722101



दिन निम्न  
हस्ताक्षर  
25.7.22  
Amitabha Chaudhuri  
Advocate & Survey Commissioner  
District Judge Court, Bankura

HAFIZUR RAHMAN  
NOTARY  
GOVT. OF W.B.  
Regd. No. 452/002  
BANKURA COURT  
P.O. & DIST. - BANKURA

25 JUL 2022

Shyam Sundar Dutta.

Signature of the FIRST PARTY

Chandan Chatterjee

Signature of the SECOND PARTY

Eshabanti Choudhury.

Signature of the THIRD PARTY



**Hafizur Rahman**

B. Sc., LL. B.

(Advocate)

NOTARY

Govt. of West Bengal

Bankura District

Registration No. 45/2002

Office :-

**Bankura Court**

P. O.: - Bankura

Dist.: - Bankura

Residence :-

**Srinagar Pally**

(Back Side of Maa Laxmi Lodge)

Gobindanagar Bus Stand

P. O.: - Kenduadihi

Dist. : - Bankura

Mob.: 9475937832