

Notarial Certificate

Notarial Entry No. G. D. / 01

Date 3rd MAY 2012

TO ALL WHOM THESE PRESENTS SHALL COME, I, GAUTAM KUMAR DAS practising as a Notary at Midnapur Sadar Sub-Division in the District of PASCHIM MEDINIPUR of the State of West Bengal within Union of India, do hereby declare that the Paper, writing Collectively marked "A" annexed hereto, (herein after called the "Paper / Writing A") have been presented before me by the executant (s).

DEED OF PARTNERSHIP

Shri Santanu Chakrabarty /o Chandida
Chakrabarty. at Colonelgola (Baglane)
Po - Midrapoke, P.S - Kotwali.
Dist - Paschim Medinipur.

AND 1st Party

Smt. Somia Chakrabarty
W/o Shri Santanu Chakrabarty
at Colonelgola (Baglane)
Po & PS - Midrapoke,
Dist - Paschim Medinipur

hereinafter referred to as the "executant (s)"

on this 3rd day of MAY 2012

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, I have attested / authenticated the execution of the "Paper Writings A".

AN ACT WHEREOF being required of a Notary I have granted of the THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need / occasion shall be required.

IN FAITH AND TESTIMONY WHEREOF, i, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office at PASCHIM MEDINIPUR, in the state of W.B. on this3rd..... day ofMAY..... 2012

GAUTAM KUMAR DAS

Advocate & Notary
Medinipur Sadar
Govt. of West Bengal
Regn. No.: 112/2002
(Certificate issued on 07.08.2002)
Resl. : Hanspukur
P.O. : Midnapore
Dist.: Paschim Medinipur
Pin : 721 104



At 03.5.12
GAUTAM KUMAR DAS
NOTARY
REGD. TO 112/02
Dist. of West Bengal

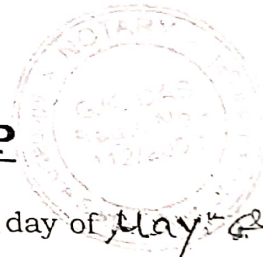
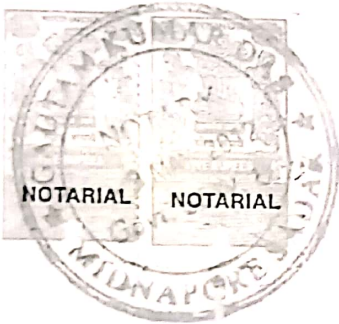




पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Notarial Entry No. G.D. 01.
Date: 03.5.12

K. 390868



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this ^{2nd} day of May 2012 A.D.

BETWEEN

SRI SANTANU CHAKRABORTY, Son of Chandidas Chakraborty a resident of Colonelgola (Bag Lane), P.O.-Midnapore, P.S.-Kotwali (Midnapur), District-Paschim Medinipur, by faith-Hindu, by Nationality-Indian, by Profession-Business hereinafter referred to as the PARTNER of the FIRST PART.

Santanu
or

03.5.12
GAUTAM KUMAR DAS
NOTARY PUBLIC
Midnapore, West Bengal

Santanu Chakraborty
Santanu Chakraborty



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Notarized by me on 01
Date 03.5.12

K 390869

AND

SMT. SOMIA CHAKRABORTY, wife of Sri Santanu Chakraborty, a resident of Colonelgola (Bag Lane), P.O. + P.S.-Midnapore, Dist.-Paschim Medinipur, by faith-Hindu, by Nationality - Indian, by Profession- Business hereafter referred to as the PARTNER of the SECOND PART.

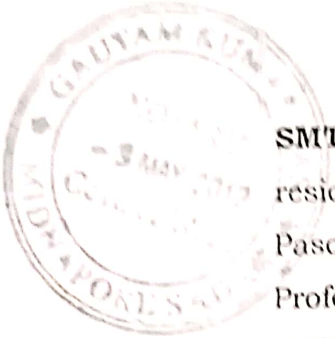
WHEREAS the First Party carrying the business as Proprietor of the firm and at present he has decided to admit a partner for his business as it is not possible for him to manage and look after the business and as such he requested to the Second Party to join his business as Partner of the said firm and the Second Party considering the offer of the First Party and decided to join the business of First Party as Partner of the Firm and also agreed to continue with the same as Partner of the same.

[Signature]
Pr

[Signature]
03.5.12

GALTAN

Santanu Chakraborty
Somia Chakraborty



MARKED - A

Authenticated by me





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Notarial Entry No. G.D. 01
Dated.....03.5.12

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NOW THIS INDENTURE WITNESSETH as follows:

1. The Parties hereunto shall presently become partners of the FIRM SHIVAM CONSTRUCTION having its place of business situated at Zilla Parisad Market Complex, popularly known as "Bangoli", P.O.-Midnapore, P.S.-Kotwali (Midnapore), District-Paschim Medinipur subject to the terms and conditions contained and subject to such change in the Construction of the firm, if any hereafter effected to addition, withdrawal, retirement or expulsion of partner or partners.
2. Within 60 days from the commencement of the business the firm shall be registered under the Indian Partnership Act and the statue shall be applicable to the firm.

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NOTARY PUBLIC
West Bengal
Midnapore Sadar

Sankar Chakraborty
Sonia Chakraborty



भारतीय गैर न्यायिक

पचास
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FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Notarial Entry No. 01
Dated 03.5.12

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3. The name of the firm shall be SHIVAM CONSTRUCTION and the name may be changed hereinafter into some other name as desired by the partners and the object of the business shall be to carry on the trade by the partners and the object of the business shall be to carry on the trade and business of promoting and developing, real estate business and other business incidental or allied to such business.
4. The business of the firm shall be at present carried on at Zilla Parisad Market Complex, popularly known as "Bangoli" P.O.-Midnapore, P.S.-Kotwali (Midnapore), District-Paschim Medinipur or such other place or places as the partners may hereinafter from time to time determined.
5. The Capital of the firm shall presently consists of a sum of Rs. 12,00,000/- (Rupees Twelve Lakhs) to be contributed by the partners in the below mentioned and shall be paid and contributed by the partners in share and shall be paid soon after the execution of this present.



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Notary Public
West Bengal

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Shivam Construction
Somia Chakraborty





Notary No. 00 01.
Date: 03.5.12

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6. That each partner will get interest @ 12% p.a. (or any higher or lower rate as allowed by the Income Tax Act 1961) on their respective capital balance at the beginning of the year and any amount introduced during the year.
7. The First Partner, will be working partner of the Firm, devoted himself into the day to day control and management of affairs of the firm and he himself execute all documents on behalf of the firm by putting his signature and second partner will be sleeping partner of the firm and partners will get salary equally calculated as under as maximum amount allowable under section 40 (b) of the Income Tax Act, 1961 and amendment thereon time to time.
 - a. On the First Rs. 1,00,000/- in case of loss Rs. 50,000/- or @ 90% the Book Profit which ever is more
 - b. On the next Rs. 1,00,000/- of the Book Profit At the rate of 60% of the Profit
 - c. On the Balance of the Book Profit At the rate of 40% of the Profit
8. All outgoing expenses of the firm shall be paid out of the capital and profits of the business and in case of deficiency, by the partners in the below mentioned manner :
 - (a) Sri Santanu Chakraborty 50%
 - (b) Smt. Somia Chakraborty 50%
9. The bankers of the firm shall be any Nationalized bank and/or any other bank as the partners shall from time to time mutually agreed upon, and all the moneys, cheques and other securities belonging to the firm, except those required for current expenses shall be paid and deposited with the said bank.
10. All cheques for the purpose of the firm shall be signed by the First party and Bank Accounts shall be operated by the first party.

Santanu Chakraborty

Somia Chakraborty

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Subscribed by

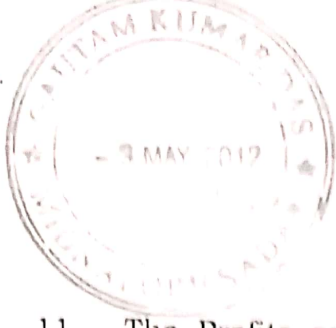
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NOTARY

Regd: No. 112/02
Govt of West Bengal

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Dated

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11. The Profits and losses shall belong to and be borne by the partners in the below mentioned manner :
 - (a) Santanu Chakraborty 50%
 - (b) Smt. Somia Chakraborty 50%
12. In the event of any increase in the capital agreed upon by the majority or unanimously by the partners such additional capital unless otherwise agreed, shall be contributed by equal shares.
13. That the First Party shall attend diligently to the business of the partnership and carry on the same for the greatest advantage of the firm as he has more experience in the business than Second Party.
14. The partners shall punctually pay and discharge their separate debts and liabilities and shall indemnify and keep indemnified the firm effectually against the same.
15. No partners shall, without the consent in writing of the other partner or partners, for the time being release or compound any claim or debt due or owing to the firm or otherwise compound or settle the same or diminish any security without receiving the full amount thereof, or lend any money or deliver on credit goods belonging to, or otherwise give credit on behalf, of the firm other than in the usual course of the business of the firm or contract debts and liabilities institute suits or proceedings or make himself /herself liable on bail or deal with either absolute or by way of mortgage or declaration of trust, his share of interest in the firm, or the profits and or benefits thereof except in favour of another partner or do, execute or perform or suffer to the contrary any acts, deeds or things whereby the property of the firm may be exposed to the danger of the seized, attached or taken in execution, when and in such an even he shall be liable to be expelled from the partnership, if so decided by the

Santanu Chakraborty

Santanu Chakraborty

Somia Chakraborty

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Witnessed by me

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03.5.12
GAUTAM KUMAR DAS
NOTARY

Regd : No. 117402
Govt of West Bengal

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D.S.

Notar at 01
Dated 03.5.12



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then majority of partners, who may in the alternative file a suit for dissolution of the firm with all consequential reliefs.

16. The partners shall keep and maintain proper books of accounts, the books of accounts, securities, vouchers etc. shall be kept at the place of the business and open to the inspection of each partner or his agent at all reasonable time with power to take copies.
17. On the 31st of March on that date of every succeeding year during the continuance of the partnership, a general account of the proceeding year shall be taken and a just valuation made of all the assets and liabilities of the firm, such general account shall be audited by such registered accountant as the partners shall from time to time mutually appoint, and shall be entered in a book and signed by all of the partners, and when so signed the entries in such book shall be binding on the all, provided that, if within 1 (one) month from date of signing of the book any manifest error shall be found therein, such error shall be rectified.
18. The firm shall not stand dissolved upon the death, retirement of insolvency of any partner, but upon dissolution in other cases it shall be wound up and the assets and liabilities dealt within accordance with the provisions of the Indian partnership Act.
19. If any partner infringes any one of the clauses here under or become insane, or is adjudicated an insolvent, the other partner may forthwith determine the partnership by notice in writing, and may thenceforth continue the business alone and may publish notice of the dissolution in the local official gazette and in local vernacular newspaper, and also inform the Registrar of Firms in writing.

MARKED - 'A'

Sonia Chakraborty
Sonia Chakraborty

03.5.12
GAUTAM KUMAR DAS

NOTARY

Regd. No. 11267
Govt of West Bengal





- 20. All notices required to be given to either partner hereunder shall be deemed to be duly served if addressed to such partner at the office of the firm and sent by registered post.
- 21. (a) All disputes, differences and/or claims arising out of or touching upon any issue of any nature whatsoever between the partners whether during the tenure of this partnership or thereafter shall be settled by arbitration by a sole Arbitrator to be appointed by the partners unanimously from the panel of Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the sole Arbitration of an Arbitrator nominated by the partners in animously from the said panel. The award given by such an Arbitrator shall be final and binding on the partners of this partnership. The Arbitrator shall have summary power and will not be required to give reasons in respect of his award. The Venue of Arbitration proceeding shall be at Midnapore and the language of the Arbitration shall be in English.
- (b) Dispute for the purpose of Arbitration includes any dispute of any nature whatsoever of any nature by or between the partners during or after the partnership.
- (c) That in the event of such an Arbitrator to whom the matter has been originally referred to dying or being unable to act for any reason, the partners shall in animously, at the time of such death of the Arbitrator or of his inability to act as Arbitrator, shall appoint another person to act as Arbitrator from the panel of Arbitrators. Such a person as the sole Arbitrator shall be entitled to

MARKED - 'A'

Authenticated by...

03.5.12

GAUTAM KUMAR DAS
NOTARY

Regd: No. 112/02
Govt of West Bengal

Handwritten signature

Sanjiv Chakraborty
Sonia Chakraborty



Notarial Entry No. 60 01
Dated 03.5.12

proceed with the reference from the stage of which it was left by his predecessor.

- (d) That courts alone at Midnapore shall have the exclusive jurisdiction to try and determine any proceeding arising out of and/or in connection with such Arbitration and /or in connection with the partnership business or thereafter arising out of the partnership business.

IN WITNESS WHEREOF THE PARTIES HEREUNTO signed, sealed and deliver this Deed of Partnership on the day, month and year mentioned above in presence of the available witnesses out of free will and consent.

WITNESS :

1. Soumyajyoti Barua.
S/o Dilip Kumar Barua.
Deshbandhu Nagar
Midnapore.
2. Sudipta Ghosh
S/o Anjan Ghosh
Habibpur, Kalipukur Park
Midnapore

Santanu Chakraborty

SIGNATURE OF FIRST PART.

Somia Chakraborty

SIGNATURE OF SECOND PART

Drafted by : Swadeh Kumar Mandal

(Advocate)

Judge's Court Midnapore
Regd. No - WB/1330/81

Executants are identified by me and signed in my presence.

Swadeh Kumar Mandal
Advocate
Judge's Court Midnapore
Regd. No - WB/1330/81

Computer by :
Kaberi Khan
Kote Bazar, Midnapore.

This deed has typed in 9 pages including 4 stamp paper and 2 witnesses have signed in this Deed.

03.5.12

GAUTAM KUMAR DAS

NOTARY

Regd. No. 1176/12

City of Midnapore

