

**UTPAL CHAKRABORTY**  
**NOTARY**  
Appointed by the Govt. of India.

Deshpriyo Sarani,  
Bhaktinagar (West),  
Behind Satsanga Ashram,  
P. O. & P. S. Bhaktinagar,  
District Jalpaiguri-734007.  
Cell : 94750-86195  
: 98324-24320

Serial No.....

Dated .....

## NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS shall come I, **UTPAL CHAKRABORTY** duly authorized by the Government of India to practice as **NOTARY** do hereby verify authenticate, certify and attest as under the execution of the instrument annexed here to being executed admitted and identified by the respective signatories and as also by Sri/Smt. Neeta Das, Advocate as to the matters contained therein Presented before me.

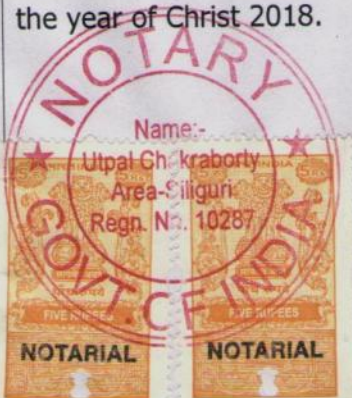
Accordingly to that this is to certify authenticate and attest that the annexed instrument is the "

Original Deed of Partnership -



PRIMA FACIE the annexed instrument appears to be the usual procedure to serve and avail as needs or occasion 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 Siliguri on this the 28th day of April, in the year of Christ 2018.



**NOTARIAL STAMP**

Solemnly Affirm & Declare  
before me on Identification

Utpal Chakraborty  
**UTPAL CHAKRABORTY**

Notary, Govt. of India  
Siliguri, Darjeeling

The Executant (s) is are  
Identified by me

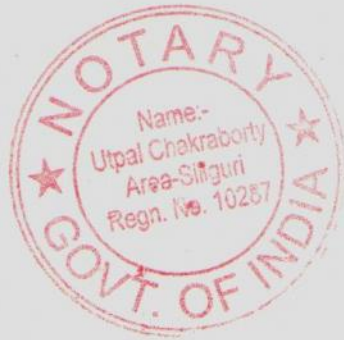
Neeta Das  
Advocate





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 090141



*Shyam Aggarwal*

*Sanjay*

Liberal Vincom Pvt. Ltd.

Director

*Sanjay*

DEED OF PARTNERSHIP

Solemnly Affirm & Declare  
before me on Identification

*Utpal*  
UTPAL CHAKRABORTY 28 APR 2018  
Notary, Govt. Of India  
Siliguri, Darjeeling

Contd..... P/2



भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 933295



:-2:-

*Utpal Chakraborty*

*Utpal Chakraborty*

Liberal Vincom Pvt. Ltd.

*Utpal Chakraborty*  
Director

THIS DEED OF PARTNERSHIP IS MADE THIS DAY, THE 28 DAY OF THE MONTH OF April, TWO THOUSAND EIGHTEEN

Solemnly Affirm & Declare  
before me on Identification

*Utpal Chakraborty*  
UTPAL CHAKRABORTY  
Notary, Govt. Of India  
Siliguri, Darjeeling

28 APR 2018

Contd.....P/3



-: 3:-

BETWEEN AND AMONGST

Solemnly Affirm & Declare  
before me on Identification  
*Utpal Chakraborty*  
UTPAL CHAKRABORTY  
Notary, Govt. Of India  
Siliguri, Darjeeling

28 APR 2018

Contd.....P/4

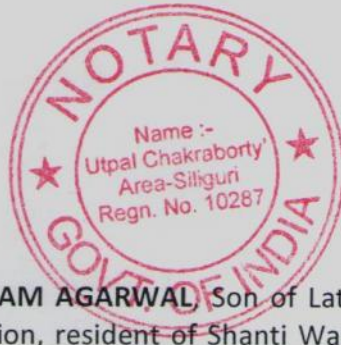
Liberal Vincom Pvt. Ltd.

*Auktor*

Director

*Auktor*  
*Syama Ghosh*





-: 4 :-

1. **SRI SHYAM AGARWAL**, Son of Late Begraj Agarwal, hindu by religion, business by occupation, resident of Shanti Warehousing Corp, 3rd Mile, Sevoke Road, Ward 42, Prakash Nagar, P.S. Bhaktinagar, P.O. Salugara, Siliguri, -734008 W.B. – hereinafter called the “FIRST PARTY/ PARTNER” (which term and expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, successors, representatives and assigns) of the FIRST;

AND

2. **SMT ANKITA BANSAL**, Daughter of Sri Sushil Kumar Agarwal, hindu by religion, business by occupation, resident of Shanti Warehousing Corp, 3rd Mile, Sevoke Road, Ward 42, Prakash Nagar, P.S. Bhaktinagar, P.O. Salugara, Siliguri, -734008 W.B. – hereinafter called the “SECOND PARTY/ PARTNER” (which term and expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, successors, representatives and assigns) of the SECOND;

AND

3. **M/S LIBERAL VINCOM PRIVATE LIMITED** - a Company limited by shares and registered under the Companies Act, 1956 under CIN: U51909WB2008PTC124360, having its Registered Office at Sinclairs Hotels Limited, NH-31 Mallaguri, Pradhan Nagar, Siliguri-734003, District Darjeeling in the state of West Bengal represented here by one of its Director Smt Ankita Bansal, Daughter of Sri Sushil Kumar Agarwal resident of Shanti Warehousing Corp, 3rd Mile, Sevoke Road, Ward 42, Prakash Nagar, P.S. Bhaktinagar, P.O. Salugara, Siliguri, -734008 W.B. herein after called the “THIRD PARTY/ PARTNER (Which expression shall mean and include unless excluded by or repugnant to the context otherwise its heirs, executors, administrators, representatives and assigns) of the THIRD;

**WHEREAS** the parties hereto intend to carry on business to purchase, sell, develop, take in exchange, or on lease, hire or otherwise acquire, any real estate including land, buildings, factories, mills, houses, cottages, etc. on its own or in collaboration with others in their partnership under the trade name & style of M/S “**REALM CONSTRUCTION**” in the State of West Bengal as well as in other parts of the country;

Solemnly Affirm & Declare  
before me on Identification

*Utpal Chakraborty*  
UTPAL CHAKRABORTY  
Notary, Govt. Of India  
Siliguri, Darjeeling

AND

12 8 APR 2018

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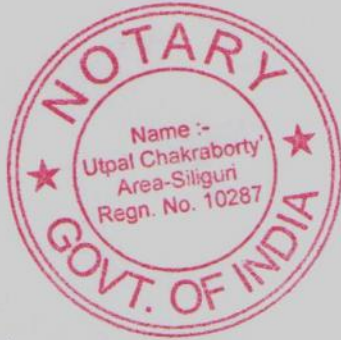
Liberal Vincom Pvt. Ltd.

Director

*Ankita*

*Shyam Agarwal*





-: 5 :-

Liberal Vincom Pvt. Ltd.

Director

*Signature*

WHEREAS the parties hereto have settled the terms and conditions of partnership business and with that object they have decided to execute a DEED OF PARTNERSHIP incorporating all the terms and conditions of the partnership in order to avoid future disputes, misunderstandings and difficulties.

NOW, THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:

1. THAT this DEED OF PARTNERSHIP shall have effect on and from the 28 day of April, 2018.
2. THAT the partnership business shall be carried on under the trade name & style of M/S "REALM CONSTRUCTION" and/or any other trade name(s) & style(s) as the parties hereto mutually agreeing upon may decide from time to time in the course of partnership.
3. THAT the business of the partnership shall be carried on at C/o Sri Shyam Agarwal Ward 42, Prakash Nagar, P.S. Bhaktinagar, P.O. Salugara, Siliguri,-734008 and/or at such other place or places in any part of India as may be mutually agreed upon and the parties hereto mutually agreeing upon may open and/or close any place(s) of business as and when thought fit and expedient by them or may alter and change any or all of the places of business at any time and at all times by mutual consent.
4. THAT the business of the partnership shall be to purchase, sell, develop, construct, build or promote, take in exchange, or on lease, hire or otherwise acquire any real estate including land, residential, commercial or industrial buildings, factories, cottages, hotels, restaurants, resorts, spa, amusement parks, water bodies, sports complex, swimming pools, water parks, hospitals, medical centers, health clubs, gymnasiums, schools, colleges, universities, public utilities, bus stands, taxi stands, parking zones, shopping malls and/or like as well as construct roads, dams, bridges, drains, flyovers, underpasses, over bridges, canals on PPP basis or otherwise including development of colonies and villages at its own or in collaboration with any one whomsoever including government or local authorities and/or in such line of activity and/or of such nature as may be mutually agreed upon between and amongst the parties hereto from time to time and at all times.

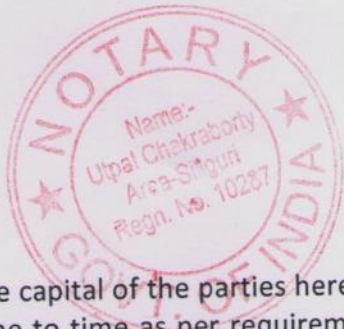
Solemnly Affirm & Declare  
before me on Identification  
*Signature*  
UTPAL CHAKRABORTY  
Notary, Govt. Of India  
Siliguri, Darjeeling

128 APR 2018

Contd. .... P/6

*Signature*  
Shyam Agarwal





-:6:-

5. THAT the capital of the parties hereto shall be the sum or sums contributed by them from time to time as per requirements of the partnership business and standing to their credit in their respective capital accounts in the books of accounts of the partnership firm. However, all the partners hereto shall contribute a sum of Rs. 1,00,000/- (Rupees One Lakh Only) each aggregating Rs. 3,00,000/- (Rupees Three Lakhs Only).
6. THAT the parties hereto shall be entitled to interest on the amount of capital contributed respectively by them at the rate of 12 % per annum compounded annually or at such rate or rates as may be mutually decided from time to time by them in the form of a written agreement or agreements, which shall be always deemed to constitute and form part of this Partnership Deed for all purposes whatsoever and by virtue of such agreement or agreements, this Clause shall stand automatically altered and modified with effect from the date as mentioned in such agreement or agreements or in absence thereof from the date of such agreement or agreements.
7. THAT Both the natural partners shall be the WORKING PARTNERS of the firm and shall be entitled to remuneration as under on the basis of BOOK PROFIT as calculated under the provisions of the Income Tax Act, 1961 after providing interest on fixed capital of the partners for every accounting year including the period left in the current accounting year ending as on 31/03/2019 or on such basis as may be mutually decided by the partners from time to time in the form of written agreement or agreements which shall be always deemed to constitute and form part of this DEED OF PARTNERSHIP for all purposes whatsoever and by virtue of such agreement or agreements, the respective clause of this DEED OF PARTNERSHIP shall stand automatically altered and modified with effect from the date mentioned in such agreement or agreements or in absence thereof from the date of execution of such agreement or agreements:

- 1) On the first Rs. 300000/- of the book profit = Rs.150000/- or at the rate 90 per cent of book profit whichever is more.
- 2) On the balance of the book profit = at the rate of 60 per cent.

Solemnly Affirm & declare before me on Identification

*[Signature]*

**UTPAL CHAKRABORTY**  
Notary, Govt. Of India  
Siliguri, Darjeeling

28 APR 2018

Contd. .... P/7

Liberal Vincom Pvt. Ltd.

Director

*[Signature]*

*[Signature]*

*[Signature]*





-: 7:-

8. THAT the loans, deposits and/or advances for the purposes of partnership business with or without security and bearing interest or not, may be taken and/or received as and when considered necessary from any of the sources available including banks and/or financial institutions and for that purpose any deed, document, agreement, acknowledgement and/or receipt may be executed and/or granted to that effect by any of the parties hereto on behalf of the firm.

9. THAT the profit or loss as may accrue or arise from the partnership business during any of the accounting year or part thereof after providing interest on the amount standing to the credit of the parties hereto in their respective capital accounts and/or loan accounts and remuneration to the WORKING PARTNERS in accordance with the provisions contained hereinbefore shall be shared, divided, distributed and/or apportioned between and amongst the parties in the following proportion:-

<b>SRI SHYAM AGARWAL</b>	- FIRST PARTY/PARTNER	- 50%
<b>SMT. ANKITA BANSAL</b>	- SECOND PARTY/PARTNER	- 40%
<b>M/S LIBERAL VINCOM PRIVATE LIMITED</b>	- THIRD PARTY/PARTNER	- 10%

10. THAT the books of accounts of the partnership business shall be closed every year as on 31st March or at such interval or intervals as the parties hereto may mutually agree upon and the profit or the loss, as the case may be, from the partnership business shall be determined accordingly and carried to their respective capital accounts, divided and/or distributed in proportion to their profit sharing ratio.

11. THAT the bank account or accounts on behalf of the firm may be opened at any bank by their mutual consent in the name of the firm. All or any of such Bank account may be operated jointly as well as severally as decided by the partners by their mutual consent and all cheques, negotiable instruments, quasi-negotiable instruments or other documents in connection thereof on account of partnership firm may be signed, executed and/or endorsed by such partners accordingly.

12. THAT the withdrawal of funds from the partnership account by the parties hereto may be made up to the extent and subject to such restrictions as mutually agreed upon and decided by the parties hereto from time to time.

13. THAT the parties hereto shall pay and discharge their separate debts and liabilities punctually and regularly and shall keep the firm fully and effectually indemnified against the same at all times.

Solemnly Affirm & Declare  
before me on Identification

*Utpal*  
**UTPAL CHAKRABORTY**  
Notary, Govt. Of India  
Siliguri, Darjeeling

**28 APR 2018**

Contd. .... P/8

Liberal Vincom Pvt. Ltd.

*Ankita*

Director

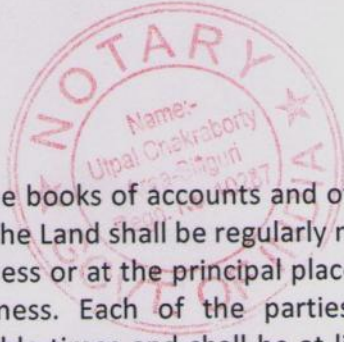
*Ankita*

*Shyam Agarwal*



*Amrita*

-: 8 :-



14. THAT the books of accounts and other records required to be maintained under the Law of the Land shall be regularly maintained and the same shall be kept at the place of business or at the principal place of business, where there is more than one place of business. Each of the parties hereto shall have free access thereto at all reasonable times and shall be at liberty to take such extracts as thought fit and for this purpose the parties hereto may also nominate any other person duly authorising him/her in this respect in writing.

15. THAT each of the parties hereto shall have full authority to institute, prosecute, defend, discontinue, withdraw or compromise any suit or other legal proceeding in any court, tribunal, judicial, quasi-judicial or statutory set-up or forum constituted by union government, state government, judicial authority or any other authority and to sign, verify and present any plaint, complaint, written statement, petition, prayer, application, memorandum of appeal, revision or review or any other document whatsoever in connection with the affairs of the firm or the matters concerning the firm.

*Agarwal*

16. THAT each of the parties hereto shall have full authority to apply for a license, permission, enrolment, registration, leave, exemption or the like required or available, as the case may be, under the Law in force for the time being for lawfully and smoothly carrying on the business of the firm and to file, submit or deposit any tender, quotation, offer or proposal and to receive, withdraw, demand, recover, realise or obtain refund of any security money, advance or other dues of the firm of any nature whatsoever in and from any person, firm, company, society, association of persons, body of individuals, co-operative society, body corporate, statutory corporation or undertaking, local authority, union or state government, bank or financial institution, judicial, quasi-judicial or legal authority or whomsoever and to appoint an attorney or agent vesting such authority on such remuneration as thought fit and expedient and remove any of them and to execute all deeds, acts and things on behalf of the firm and to keep the other parties fully informed of them.

*Syngam*

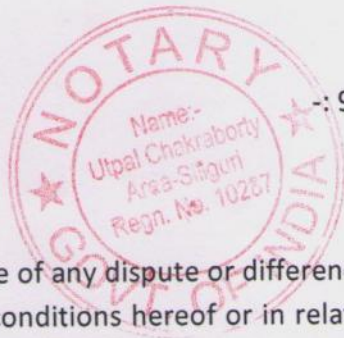
17. THAT this shall be a PARTNERSHIP-AT-WILL and any of the parties hereto intending to retire from the partnership shall have to give at least three months' notice in writing to the other parties to that effect.

*Amrita*

18. THAT the partnership firm shall not be dissolved ip-so-facto in case of the death of any of the natural partners or liquidation/winding-up of the corporate partner hereto, but the same shall be carried on by the surviving partner(s) hereto and the legal heir(s) of the deceased partner(s) in case the heir(s) so elects/elect in case of death of a natural partner.

Solemnly Affirm & Declare before me on Identification  
*Utpal*  
UTPAL CHAKRABORTY  
Notary, Govt. Of India  
Siliguri, Darjeeling  
28 APR 2018





-: 9 :-

19. THAT in case of any dispute or difference of opinion as to interpretation of any of the terms and conditions hereof or in relation to the affairs of the partnership firm, the same shall be referred to arbitration under the provisions of the Reconciliation and Arbitration Law of the land and the award thereof shall be binding on the partners hereto.

20. THAT any of the terms and conditions aforesaid may be varied, altered, modified and/or deleted hereof and/or any other term and condition or terms and conditions may be added hereto by mutual consent of the parties hereto either express in writing or implied from the conduct of the parties hereto.

Liberal Vincom Pvt. Ltd.  
*Signature*  
Director

*Signature*

Solemnly Affirm & Declare  
before me on Identification  
*Signature*

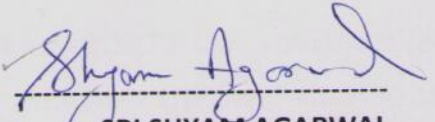
UTPAL CHAKRABORTY  
Notary, Govt. Of India  
Siliguri, Darjeeling

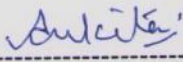
28 APR 2018

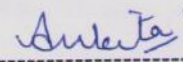
*Signature*



IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SET THEIR RESPECTIVE HANDS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

  
-----  
**SRI SHYAM AGARWAL**  
-PARTY OF THE FIRST PART

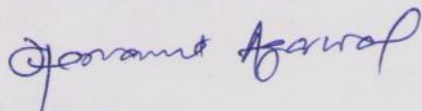
✓   
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**SMT ANKITA BANSAL**  
-PARTY OF THE SECOND PART  
**Liberal Vincom Pvt. Ltd.**


✓   
-----  
**Director**  
**M/S LIBERAL VINCOM PRIVATE LIMITED**  
-PARTY OF THE THIRD PART

**WITNESSES:**

1. Gopal Mandal.  
Bagdogra.  
Dist. Darjeeling - 734019.
2. Prizam Biswas  
Rananagar, Matigara  
Siliguri 734010

Drafted by me & printed at my chamber:

  
Signature

Solemnly Affirm & Declare  
before me on Identification  
  
**UTPAL CHAKRABORTY**  
Notary, Govt. Of India  
Siliguri, Darjeeling 28 APR 2018