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# NOTARIAL CERTIFICATE



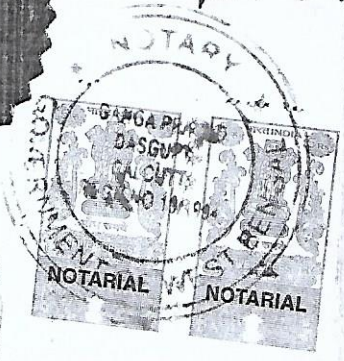
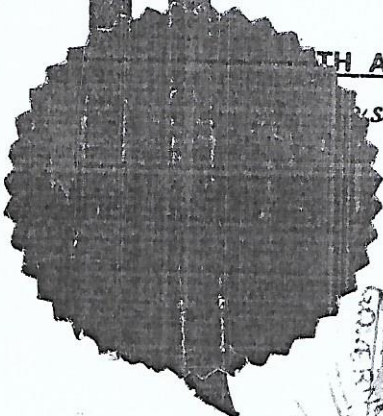
TO ALL TO WHOM THESE PRESENTS SHALL COME, I, GANGA PRASAD DASGUPTA, duly appointed by the Government of West Bengal as NOTARY and Practising within the city of Calcutta.

Union of India, do hereby certify that the Paper writings 'A' are presented by the Executant/s before me. Sri Tanmay Seal son of Sri Deb Kumar Seal of 19A Mahendra Sreemani Street Kolkata-700009 and others.

hereinafter referred to as the Executant this the 14th day of April 2001

THE EXECUTANT having admitted the Execution on the Paper Writings 'A' and being satisfied as to the Identity of the Executant I have attested the Execution.

WITH AND TESTIMONY WHERE OF, I, the said NOTARY subscribed my name and affixed my Seal of office on 14th day of April 2001



*G Dasgupta*  
**NOTARY**

14 APR 2011

**GANGA PRASAD DASGUPTA**  
Regn. No. 19/1994  
11, Pottery Road,  
Kolkata - 700 015



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

Annexure 'A'



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made this 11th day of April, two thousand eleven

BETWEEN

1. SRI TANMAY SEAL, son of Sri Deb Kumar Seal, by caste Hindu, by occupation Business, at present residing at 19A Mahendra Sreemani Street, Kolkata-700 009, hereinafter referred to as the Party of the FIRST PART.

AND

2 SRI KAUSIK SEAL, son of Sri Deb Kumar Seal, by caste Hindu, by occupation Business, at present residing at 19A Mahendra Sreemani Street Kolkata-700 009, hereinafter referred to as the Party of the SECOND PART.

Kausik Seal

Tanmay Seal

Ajay Kar Gupta. 11 APR 2011 Abhijit Agarwal.

3436

1M - 13 APR 2011

No. Value

Date

Sec. to

Address

Vender

Real Developer

19 - M. S. S. K. K.

Sealdah Civil Court  
MALOKE MUKHERJEE



2

2 (1M) - 1M -

Received by ...  
value of ...  
the ...  
the ...  
value of ...  
the ...

DEED OF ...

THE JUDICIAL SEAL, ...  
of the ...  
of the ...

THE JUDICIAL SEAL, ...  
of the ...  
of the ...

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

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पश्चिमबंग पश्चिम बंगाल WEST BENGAL

H 065208

Annexure 'A'

AND

3. SRI AJAY GUPTA, son of Late Satish Kumar Gupta, by caste Hindu, by occupation Business, at present residing at Avani Oxford, Block - 3, Flat No. - 7B, 136 Jessore Road, Kolkata - 700-055, hereinafter referred to as the Party of the THIRD PART.

AND

4. SRI ABHIJIT AGARWAL, son of Sri Raj Kumar Agarwal, by caste Hindu, by occupation Business, at present residing at Avani Oxford, Block- 6, Flat No.- 4B, 136 Jessore Road, Kolkata - 700 055, hereinafter referred to as the Party of the FOURTH PART.

WHEREAS the above parties have decided to carry on a business under the name and style of "REAL DEVELOPER" with its principal place of business at 19A Mahendra Sreemani Street, P.S. - Amherst Street, Kolkata-700009.

Ransir Seal

Ajay Kar Subb.

Tanmay Seal

Abhijit Agarwal.

No. 3437 Value 1M — 13 APR 2011

Date

Sold to Real Developer

Address

Vendor

19. M. S. S. h. K.

Saidah Civil Court  
ALOKE MUMBERJEN



## Annexure 'A'

NOW THIS INDENTURE WITNESSETH and the parties hereto hereby agree as follows: -



1. That the **FIRM NAME** shall be "**REAL DEVELOPER**" and its principal place of business shall be at 19A Mahendra Sreemani Street, P.S. – Amherst Street, Kolkata-700 009 or at such other place or places as shall be found more convenient and agreed upon between the partners

2. That the partnership shall commence on and from <sup>14<sup>th</sup></sup> day of April'2011

3. That the business of partnership shall ordinarily be that of "**Civil Contractors**" but the partners shall have the option to embark upon any new line of business.

4. That the Partnership shall be **AT WILL**.

5. That all the parties hereto shall contribute such sums of money towards the capital of the Partnership as may be mutually agreed upon and such contribution shall carry **interest @ 12% per annum**, unless otherwise mutually decided by the parties hereto.

6. That all the parties shall participate in the **PROFITS AND LOSSES** of the Partnership as ascertained from year to year in **EQUAL PROPORTION**.

7. That all the parties are working partners devoted to the business of the Firm and each of them shall be paid **salary @ Rs.3100/- p.m.** unless otherwise mutually agreed upon by and between the parties hereto.

8. That all the aforesaid working partners shall be further entitled to a commission at the end of each year, which after including the total amount of salary payable to the aforesaid partners during the year, shall be equal to the sum computed according to the method of computation as laid down in clause (b) of Section 40 of the Income Tax Act and as reproduced below :-

### METHOD OF COMPUTATION

(a) On the first Rs.3,00,000/- of the Book : @90% of Book Profit or



*Mansin Seal*  
*Ajay Das Seal*

3

*Janmay Seal*  
*Abhijit Agarwal*

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## Annexure 'A'

Profit or in case of Loss

Rs.1,50,000/- whichever is more

(b) On the balance of the Book Profit : @ 60 % of the Book Profit.



(i) Provided that the amount of commission so arrived at shall be paid to all the working partners in their profit sharing rate.

(ii) Provided that if there is any amendment in the above given method of computation as laid down in Clause (b) of Section 40 of the Income Tax Act, the same shall also stand substitutes accordingly in the Deed of Partnership with effect from the date of such amendment, unless and until otherwise decided by the parties hereto.

9. That all the expenses relating to the payment of interest, salary, commission Rent etc. paid or credited to the partners shall be debited to profit and loss account of the firm and taken into consideration in arriving at the net divisible profit or loss amongst the partners

10. That if necessary the partners may by mutual consent and on such terms and conditions as they shall decide upon, take in any new partners in the said firm.

11. In case any partner should desire to retire from the said partnership, he shall give at least two calendar months notice in writing to this effect to other partners. In case of death of one of the partners, other partners will be entitled to continue and carry on the business of the said firm and business and the heirs or legal representatives of the same terms and conditions as were applicable to the deceased partner unless otherwise agreed.

12. That the partners shall be **JUST AND FAITHFUL** to each other in all matters and transactions relating to the said partnership firm.

13. That no partner shall without the written consent of other partners :

(a) Acknowledge a debt so as to extend the period of limitation against the firm :

(b) Employ any money, goods or effects belonging to the partnership or engage credit thereof in any manner except on account and for the benefit and interest of the said firm;

*Mausik Seal*  
*Ajay Dasgupta*

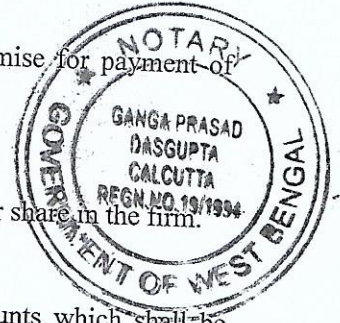


*Janmay Seal*  
*Abhijit Agarwal*

# Annexure 'A'

©Except in ordinary course of business, give any security or promise for payment of money on account of the firm; and

(d) Assign, , charge , transfer , mortgage or otherwise alienate his / her share in the firm.



14. That the partnership Firm shall open a Bank Account or Accounts which shall be operated jointly( any two of the partners) or their constituted attorneys duly authorized in this regard.

15. That each of the partners shall be jointly and / or severally entitled:-

(a) secure and arrange overdrafts from any Bank(s) against security of goods and stock - in - trade or otherwise on such terms and conditions as he / they shall think fit and to sign all papers and documents in connection therewith;

(b) to borrow money and raise loans from any persons ,state or Central Government ,financial corporation or any other Public or private body;

©to sign , draw , accept , negotiate , pay , satisfy , or receive any bills of exchange , hundies , promissory notes , cheques , orders for payment or delivery of money , security or bills of lading or other negotiable or mercantile instruments for and on behalf of the firm in the usual course of business ;

(d) To ask, demand, sue for recovery and receive whether in cash, cheque or any other mode from any Government department, private establishment or Local authority all monies, dues, articles and things which shall become due, owing and payable to or recoverable by the firm on any account and to give an effectual receipt or discharge for the same ;

(e) To apply for all kinds of licenses and to secures them and also to apply for quote rights and for the same and to sign all papers in this connection;

(f) To submit tenders before the Government department and to accept orders therefrom and for the purpose to appear before the authorities concerned and to sign all papers in connection therewith ;

*Navin Seal*  
*Ajay Dasgupta*

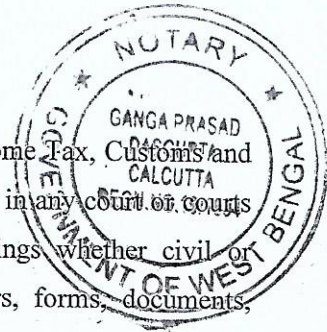


*Janmay Seal*  
*Abhijit Aggarwal.*

11 APR 2011



## Annexure 'A'



(g) To appear and represent the firm before Commercial Tax, Income Tax, Customs and Excise authorities whether original or appellate and also to appear in any court or courts Tribunal or Tribunals in connection with any suit or proceedings whether civil or criminal in which the firm is interested and to sign all papers, forms, documents, applications, bonds, returns etc. in connection with the said matter ;

(h) To sign, execute and enter into all sorts of contracts, engagements and agreements pertaining to the business of the firm with any Government body, private establishment or local authority ;

(i) To submit any dispute relating to the business of the firm to arbitration; to compromise or settle any debt due to the Partnership and to grant discharge thereof; and

(j) To act on behalf of the firm generally.

16. That the stock - in - trade, capital and property of the said partnership as well as of a partner shall in no way be liable for the personal debt of other partner(s).

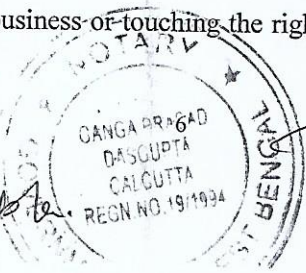
17. That the firm shall maintain regular books of accounts and proper entries shall be made therein of all receipts, payments, transactions, engagements and properties of the Partnership and the said books of accounts, all receipts, papers and writings shall be kept at the office of the partnership firm and every partner or his / her agent shall have free access at all reasonable times to read, inspect, examine and copy the same.

18. That the partners shall have **EQUAL RIGHTS** in the control and management of the said Partnership business

19. That at the end of each financial year the books of accounts shall be closed and profit and loss account shall be drawn up and profit ascertained for the year, shall be distributed amongst the partners according to their respective shares as laid down in clause 6 (six) herein-before. In case of loss they shall bear the same according to their respective shares.

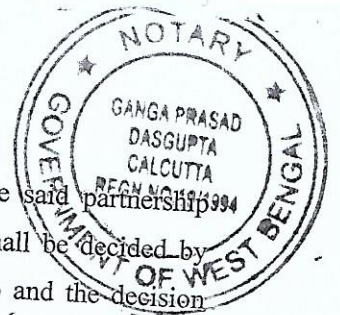
20. That all disputes and differences regarding the partnership which may arise during the continuance of the partnership business or thereafter between the partners or their representatives or heirs with regard to the construction or interpretation of these presents or as to the conduct of the business or touching the rights and liabilities or other interest

*Mansim Seal*  
*Ajay Ranjan Seal*



*Anmay Seal*  
*Abhijit Agarwal.*  
14 APR 2011

# Annexure 'A'



of the partners or as to any other things or matters relating to the said partnership including its dissolution or winding up or its assets or business, shall be decided by ARBITRATORS one to be appointed by each of the partners hereto and the decision taken by majority of such arbitrators shall be final and binding on all the parties hereto and their respective representatives / heirs.

21. That all or any of the terms and conditions of this Deed may be MODIFIED, ALTERED or VARIED AND ANY NEW TERMS AND CONDITIONS MAY BE ADDED TO by the mutual consent of the parties hereto, to be expressed either in writing or implied from conduct.

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED PARTIES IN THE PRESENCE OF:

1. Neelendra Kumar  
876 Sri Ram Kumar Prasad Singh  
328/2 Rafi Ahmed Kidwai Road  
Kolkata - 700 035

Tanmay Seal  
-----  
(SRI TANMAY SEAL)

2. Kajendra K. Datta  
S/o, Late. Bandhmal Datta  
23/c, Sulea Street  
Kolkata - 700 009

Kausik Seal  
-----  
(SRI KAUSIK SEAL)

3.

Ajay Lakshya  
-----  
Kr.  
(SRI AJAY GUPTA)

4.

Abhijit Agarwal  
-----  
(SRI ABHIJIT AGARWAL)

IDENTIFIED BY ME

*[Signature]*

Advocate

19/4/2011



Signature / LTI  
Attested By Me on Identification

14 APR 2011

*[Signature]*  
G. P. Dasgupta, Notary Calcutta

Govt. of West Bengal Reg. No. - 19/1994  
City Courts Bar Assn. Co. St. Opp. 700 301  
West II, Puttary road, 5th Floor, Cal - 700 015

14 APR 2011

REAL DEVELOPER

19 MAHENDRA SREEMANI STREET

P.S. - AMHERST STREET

KOLKATA - 700 009



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DEED OF PARTNERSHIP

BETWEEN

SRI TANMAY SEAL

&

SRI KAUSIK SEAL

&

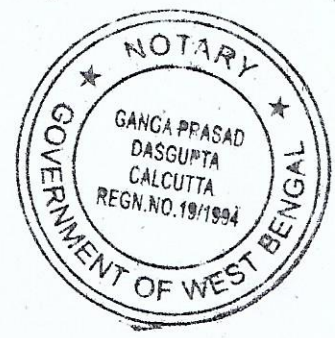
SRI AJAY GUPTA

&

SRI ABHIJIT AGARWAL

14 APR 2011

Dated 14th Day of April 2011



**GANGA PRASAD DASGUPTA**

**NOTARY, CALCUTTA**

Govt. of West Bengal

**CITY COURTS BAR ASSOCIATION**

**2 & 3, K. S. ROY ROAD,**

**CALCUTTA-700 001**

**Phone : 2248-1664**

*Residence :*

**11, POTTERY ROAD,**

**CALCUTTA-700 015**

**Phone : 2329-5604**

*Chamber :*

**40D, POTTERY ROAD,**

**CALCUTTA-700 015**