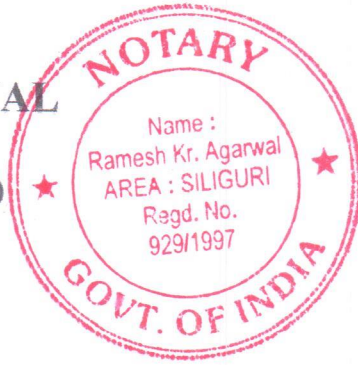


RAMESH KR. AGARWAL
NOTARY
(Appointed by the Govt of India)



Professional Address :
P.N.B. Building
Hill Cart Road
P.O. SILIGURI- 734401
Dist, DARJEELING
Mob: 9434006684 / 9832619444

Serial No 7/25-11-2021

NOTARIAL CERTIFICATE
(Pursuant to section 8 of the Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Ramesh Kr. Agarwal duly authorised by the Government of India to practice 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 and as also by Sri Abhishek Agarwal Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed instrument 'A' as is the :

" DEED of PARTNERSHIP "

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure 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 25th Day of Nov 2021 in the year of Christ 2021

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

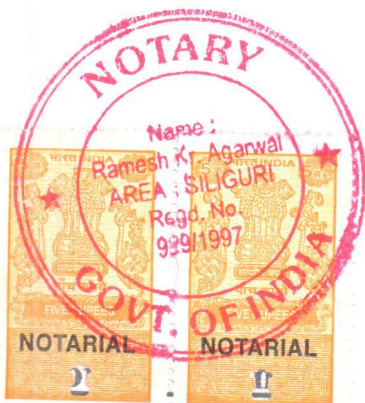
Ramesh Kr. Agarwal
NOTARY
SILIGURI
RAMESH KR. AGARWAL
NOTARY

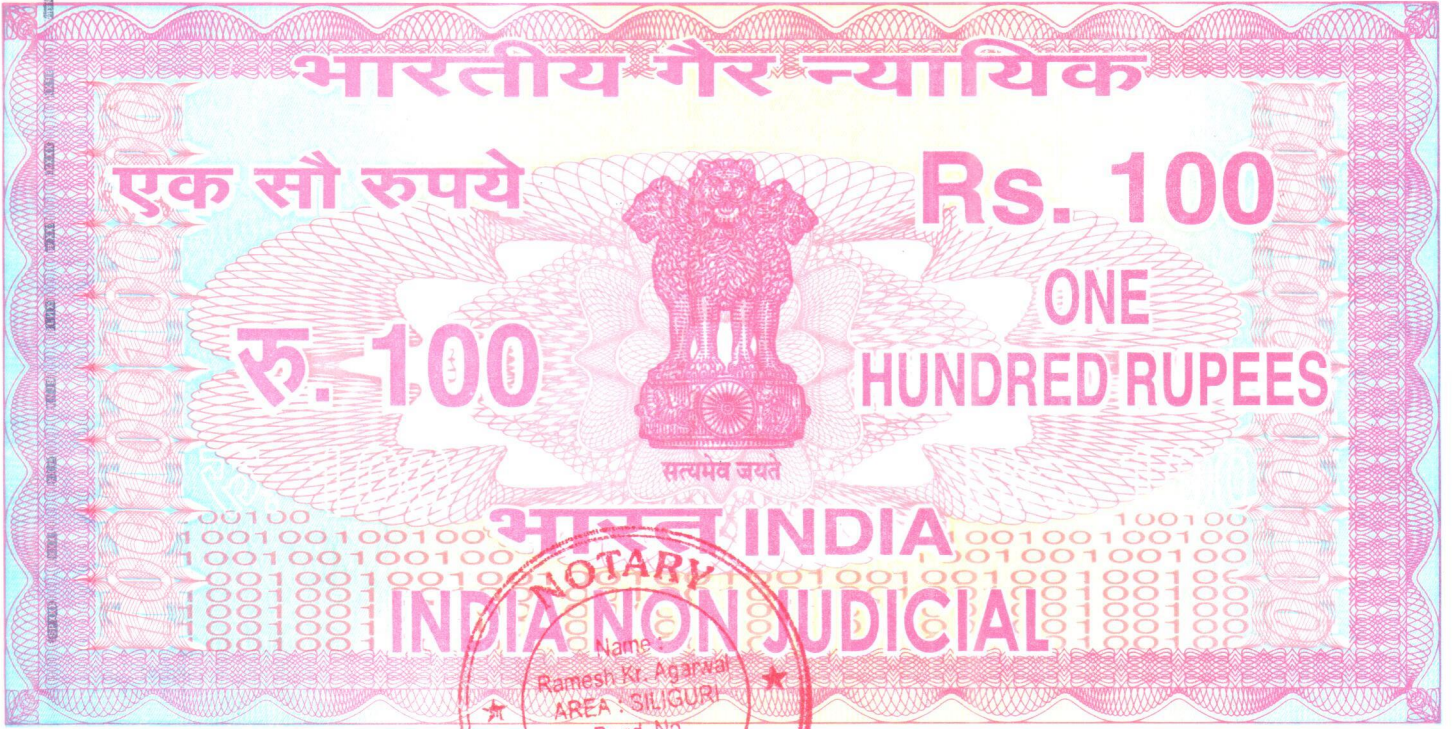
Regd. No. 929 /1997

The exccutent/s is/arc identified by me :

25 NOV 2021

Abhishek Agarwal
Advocate





पश्चिम बंगाल WEST BENGAL

AE 885791

S. C. Agarwal

DEED OF PARTNERSHIP

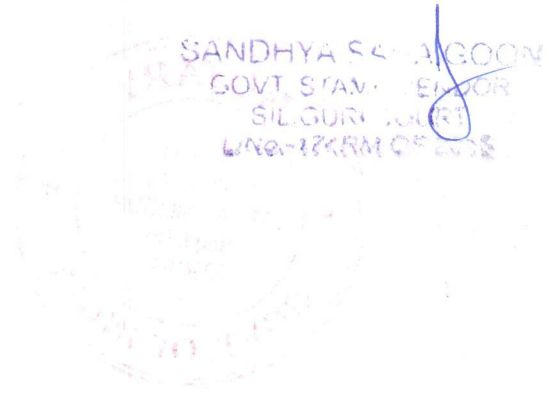
SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

25 NOV 2021

NON JUDICIAL STAMP

Sl No. 1221 Dated 08/10/21
Name Sushil Kumar Agarwal & others
Of s/s
Value Rs. 100/- (Rupees one hundred only)



SANDHYA SEAL & CO.
GOVT. STAMP ENDORSER
SILIGURI, WEST BENGAL
LINE-1234567890

SANDHYA SEAL & CO.
GOVT. STAMP ENDORSER
SILIGURI, WEST BENGAL
LINE-1234567890

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

AB 495465

S. ce. Agarwal

THIS DEED OF PARTNERSHIP IS MADE ON THIS,
THE 1ST DAY OF NOVEMBER, IN THE YEAR TWO
THOUSAND AND TWENTY-ONE

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

25 NOV 2021

NON JUDICIAL STAMP

Sl. No. 1223 Dated 08/10/21

Name Sushil Kumar Agarwal & others

of s/s

Value Rs. 50/- (Rupees Fifty only)

Jandhya Saha
Govt. Stamp Vender
Siliguri Court
License No. 174/2019 dated 2019



WEST BENGAL GOVT. STAMP VENDER
SILIGURI COURT

GOVERNMENT OF WEST BENGAL
SILIGURI COURT

MSR VDA 23



S. C. Agarwal

BETWEEN

SRI SUSHIL KUMAR AGARWAL (PAN ACVPA7535P, AADHAAR NO. 2991 2706 7649), S/o Late Masanilal Agarwal, Hindu by religion, Business by occupation, Resident of M L Agarwal and Brothers, Church Road, Ward No. 10, Siliguri - 734001, Dist – Darjeeling, in the state of West Bengal, herein after called the **FIRST PARTY** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

AND

SRI SUNIL KUMAR AGARWAL (PAN ANXPA0212G, AADHAAR NO. 5596 3547 3011), S/o Khajanchi Ram Agarwal, Hindu by religion, Business by occupation, resident of Singtam Nagar Pachayat, Mandir Lane, Singtam Forest Block, East Sikkim – 737134, in the State of Sikkim, herein after called the **SECOND PARTY** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, legal representatives, administrators and assigns) of the **SECOND PART**.

WHEREAS the above named parties agreed and decided between themselves to form and constitute a partnership firm to carry on business under the trade name of style of **SKA DEVELOPERS**.

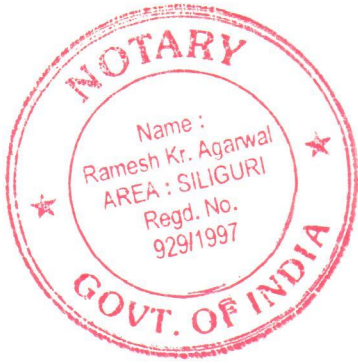
AND WHEREAS the above named parties of the First and Second Part are the joint owners of plots of land more particularly described under Schedule A below. Both the parties have decided to develop the said plot of land as a single project for the common benefit of the firm.

AND WHEREAS both the parties hereto have decided to introduce their respective share in the said land, more particularly described under Schedule A below, at the value mutually decided by the partners hereto **in the form of their capital** in the firm.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME OR IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

25 NOV 2021



S. C. Agarwal

AND WHEREAS in order to avoid future differences, doubts and disputes, it is deemed fit to reduce in writing the terms and conditions of the partnership firm.

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS: -

1. NAME OF THE FIRM:

THAT the business of the firm shall be carried on under the name and style of "SKA DEVELOPERS".

2. COMMENCEMENT, DURATION & OFFICE:

- a) THAT the partnership business has commenced with effect from date of execution of this Deed of Partnership.
- b) THAT the partnership shall be one "AT WILL".
- c) THAT the principal place of partnership business shall be C/o M L Agarwal & Brothers, Church Road, Siliguri - 734001, Dist – Darjeeling, in the state of West Bengal, India. The partners mutually agreeing may open/close branch(es) and shift the principal place of business from time to time.

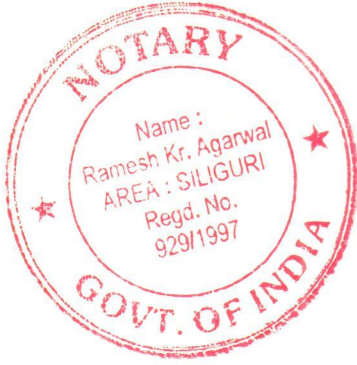
3. BUSINESS:

THAT the principal business of the firm shall be sales and purchase of land, development of land, construction and or promotion of buildings, and similar other works and/or any other type or line of business, adventure or undertakings. The firm may continue or discontinue any business which the partners may mutually agree upon themselves from time to time.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

25 NOV 2021



S. K. Agarwal

4. CAPITAL AND FUND:

- a) THAT the Parties hereto have mutually decided to contribute their plot of land as described in the Schedule hereto as the initial capital contribution to the business of the firm. The value of the plots are mutually determined by the partners and will be credited to the respective capital accounts of the partners as under:

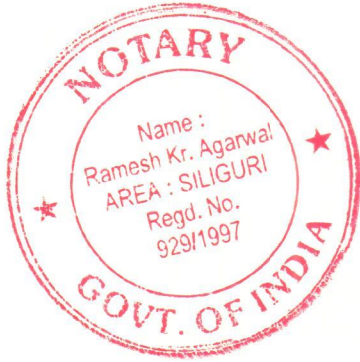
| PARTY | LAND | VALUE FOR THE PURPOSE OF CAPITAL INTRODUCTION (Rs.) |
|--|---|---|
| FIRST PARTY – SRI SUSHIL KUMAR AGARWAL | 50% Share in the Plot of land measuring 2.61 acres more particularly described in Schedule A. | 30,70,53,046/- |
| SECOND PARTY – SRI SUNIL KUMAR AGARWAL | 50% Share in the Plot of land measuring 2.61 acres more particularly described in Schedule A. | 30,70,53,046/- |

- b) THAT the further capital of the partnership business for the day to day business shall be contributed by all the partners of the firm mentioned herein above, as and when necessary and shall consist of the sum standing to the credit of partners in their respective ledger accounts from time to time.
- c) THAT the parties hereto may by mutual consent, raise loans from any bank(s), person(s) or any other sources, including from Central or State Government(s) or any other financial institution(s) or any private enterprise (s) for the purpose of partnership business with or without securities.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

25 NOV 2021



S. K. Agarwal

5. ACCOUNTS:

- a) THAT the accounts of the firm shall be adjusted annually on 31st Day of March each year or at any other interval or period, when the profit or loss, as the case may be, shall be ascertained and divided amongst the partners according to their share mentioned elsewhere in this deed.
- b) THAT the books of account, if any, together with all other papers and documents shall be kept at the place or places of business of the firm and all the partners shall be at reasonable time be entitled to inspect or take copies or extracts thereof.

6. BANK ACCOUNTS:

THAT the Bank Account or Accounts in the name of the Firm shall be opened with such Bank or Banks as may be mutually settled by the partners & such bank account or accounts shall be operated under the joint signature of both the partners.

7. PROFIT & LOSS OF THE FIRM:

THAT the profit or loss determined at the end of every year, interval or period, as the case may be, shall belong to and be borne by all the parties in the following ratio:

| PARTY NAME | RATIO |
|--|-------|
| FIRST PARTY – SRI SUSHIL KUMAR AGARWAL | 50% |
| SECOND PARTY – SRI SUNIL KUMAR AGARWAL | 50% |

8. DRAWINGS OF PARTNERS:

THAT each partner shall be entitled to withdraw money for personal expenses with the prior consent of the other partner and such sum shall be debited to their personal capital account and duly accounted for. In no case withdrawal money extends his capital.

SOLEMLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

25 NOV 2021

Ramesh Kr. Agarwal
NOTARY
SILIGURI

S. K. Agarwal



9. REMUNERATION / INTEREST TO PARTNERS:

- a) INTEREST TO PARTNERS: THAT the partners shall be entitled to get interest on their Capital at the rate of 12 per cent per annum unless otherwise mutually decided by the partners. The fact of the credit / payment of interest as recorded in the books of account of the firm shall be deemed to be mutual consent of the parties hereto. The partners may by mutual consent decide not to pay any interest on capital in the year when the profits are not sufficient or there is loss.
- b) REMUNERATION & STATUS OF THE PARTNERS: THAT all the partners shall be the working partners of the firm, who have agreed to keep themselves actively engaged in conducting the affairs of the business of the firm and mutually manage the working of the firm. The remuneration payable to the said working partners shall be Rs. 5,00,000 (Rupees Five Lacs Only) per person per month. It shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 of the Income-tax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year. The partners shall be entitled to mutually reduce or not to pay remuneration to any working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

10. AUTHORISATION FOR AGREEMENTS AND DEEDS:

THAT both the partners are hereby jointly authorised to execute all deeds and agreements in respect of any immovable or moveable property or properties or interest therein belonging to the partnership firm and the same shall be binding on all the partners of the firm.

11. OTHER AUTHORISATIONS:

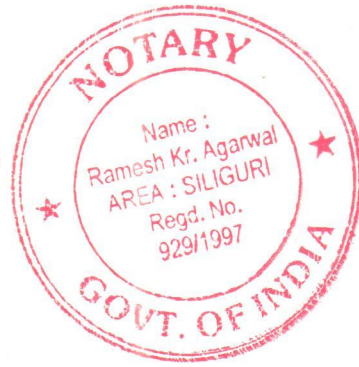
- a) THAT any of the partners are hereby authorised to employ, dismiss, degrade or promote any employee or the agent of the Firm.

25 NOV 2021

Ramesh Kr. Agarwal
NOTARY
SILIGURI

Page 7 of 11

S. K. Agarwal

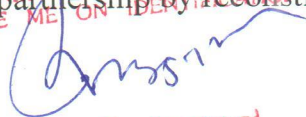


- b) THAT any partner is hereby authorised to represent the firm before the Export and Import Authorities, Sales Tax, Income Tax Authorities and any other Central Government(s) and Semi Government(s) Authorities and to appoint Agents and Attorneys and to fix their remuneration and to sign and execute agreements, other papers and documents necessary to carry on the business of the partnership firm, to collect payment from any Govt. Semi Govt. or other Department and / or Private party and to give valid receipt thereof.
- c) THAT any partner is hereby authorised to apply for tender papers/documents, to sign and submit them, to negotiate/settle rates, to receive payments in any form and to do all incidental matters in connection with above with any Central Govt., State Govt., or Semi Govt. or any other authority and / or private party on firm's behalf.

12. RETIREMENT / DISSOLUTION/ ADMISSION OF NEW PARTNER:

- a) THAT none of the partners shall be entitled to dissolve the partnership but if he chooses, he may retire from the partnership by giving a notice in writing to the other partner of his intention to do so. In that event the other partner shall be at liberty to continue the business of the partnership and also at liberty to admit such other person or persons to the partnership as may be thought fit and proper by him. The retiring partner shall execute all such deeds and assurance as may be necessary to close the continuing partnership to carry out the engagements of the firm.
- b) THAT on retirement, no partner shall be entitled to claim anything towards goodwill, credential etc. of the firm.
- c) THAT in the case of death of any partner during the continuance of the present partnership business, the firm shall not be dissolved but the same shall be carried on by taking into the legal heir(s) of the deceased partner as partner in his place. In case the legal heir(s) is not so willing to join the firm, the surviving partner shall be entitled to carry on the business of the partnership by reconstituting the firm in any manner he likes.

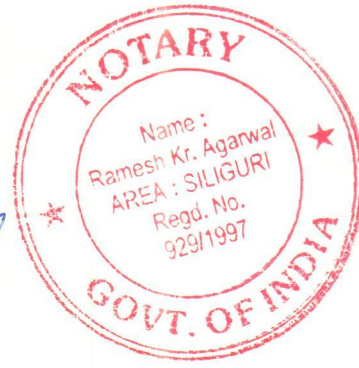
CERTAINLY AFFIRMED & DECLARED
BEFORE ME ON 25 NOV 2021



Ramesh Kr. Agarwal
NOTARY
SILIGURI

25 NOV 2021

S. K. Agarwal




- d) THAT any Person may be introduced as a new partner of the partnership firm on the mutual consent of all the partners hereto.
- e) THAT no partner shall sale, assign, mortgage or otherwise transfer its share in the partnership to the outsider without the consent of the other partners hereto. In case any partner desires to sale, assign transfer or mortgage its share or any part thereof in partnership it shall first offer the same to the existing partners and if the existing partners are not interested in the said assignment and/ or otherwise to transfer, the said transferring partner may then with the consent of the other partners sale, assign, mortgage or otherwise transfer its or any part of its share in the partnership to the outsider/s.

13. OTHER GENERAL CLAUSES:

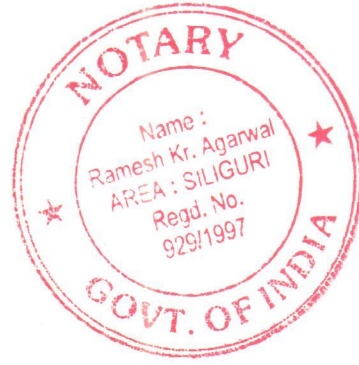
- a) THAT any of the clauses as referred to hereinabove may be altered and/or amended with the mutual consent of the partners.
- b) THAT in case of any disputes, doubts or differences arising between the partners during the continuance of the partnership business or afterwards regarding the interpretation of the contents of this instruments of the partnership or regarding any matter or transactions creating to the partnership business, it shall be refer to Arbitration and Judgment/award of the Arbitration and /or umpire and the award / judgment of the Arbitrator /umpire shall be binding on the parties hereto.
- c) THAT the partners shall be just and faithful to each other and shall work for the best interest of the partnership business.
- d) THAT each partner shall punctually pay and discharge his separate debts and liabilities and shall keep the firm and its properties effectively indemnified against the same.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION


Ramesh Kr. Agarwal
NOTARY
SILIGURI

25 NOV 2021

S. C. Agarwal



- e) THAT no partner shall without the consent of the other partners release or compound any debt owing to the firm or demolish security to the firm without receiving the full amount thereon or lend any money or goods otherwise than in the usual course of the business or do anything which may cause hardship to or go against the interest of the business of the firm.
- f) THAT each partner shall at all times give to the other partner the true information and faithful explanation of all matters relating to the partnership business.
- g) Save as aforesaid, the provisions of the Indian Partnership Act. 1932 as it stands amended, revised and modified from time to time shall govern this partnership.

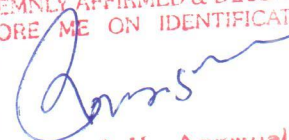
SCHEDULE A

All that the leasehold right, title and interest in respect of the land comprised in the plot measuring an area more or less 2.61 Acres or 157.905 Katha approx, comprising in RS Khatian No. 260, corresponding to its LR Khatian No. 307,
RS Plot No. 451, LR Plot No. 504, Area 0.68 Acre
RS Plot No. 297, LR Plot No. 505, Area 0.95 Acre
RS Plot No. 466, LR Plot No. 508, Area 0.98 Acre
Under Mouza – Ujanu, JL No. 86, under PS Matigara, in the district of Darjeeling, for the remaining un-expired period of lease of 99 years commencing from the 23rd Day of April, 2002, granted under the parent lease.

The said land is butted and bounded as follows:

On the North : Land of Luxmi Township Ltd. And Chandmoni TE
On the South : National Highway
On the East : Land of Chandmoni Tea Estate
On the West : 35m Wide Metal Road

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION


Ramesh Kr. Agarwal
NOTARY
SILIGURI

25 NOV 2021



IN WITNESS WHEREOF, ALL the partners have put their respective signatures in the presence of the witnesses on this deed as a token of their assent to this deed.

WITNESSES:

1. Sany
Sanjay Sharma
Babupara, Siliguri
Darjeeling - 734001

FIRST PARTY
SRI SUSHIL KUMAR AGARWAL

2. Hema
Hema Tripathi
Kadamtala
Shivmandir
Darjeeling - 734011

SECOND PARTY
SRI SUNIL KUMAR AGARWAL

Drafted, read over and explained to all the partners by me:

(CA. SARFRAJ ALAM)
CHARTERED ACCOUNTANT
Mem No. 300375

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

25 NOV 2021

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