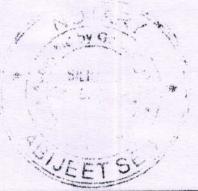
# ABIJEET SEN

BA (Law), LL.B., Advocate NOTARY

(Appointed by Govt. of India)

Serial No. ....



### Residence:

P.O. New Rangia (Via NBU) Dist. Darjeeling, PIN-734013 Ph: 0353-2580850/2580358

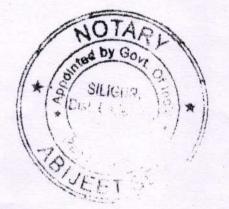
#### Chamber:

N.C. Complex, Shivmandir P.O. Kadamtala, Dist.Darjeeling West Bengal, PIN-734011 Ph: 0353-2580358/ +919832095927

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

To all whom these presents shall come I, Sri Abijeet Sen duly authorised by the Government of India to practice NOTARY do hereby verify, authenticate, certify and 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 Sh/Smt. ..... matters contained therein presented before me.

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



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Prima Facie The annexed instrument 'A' appears to be usual procedure to serve and avail as needs or

occasions shall or may require for the same.

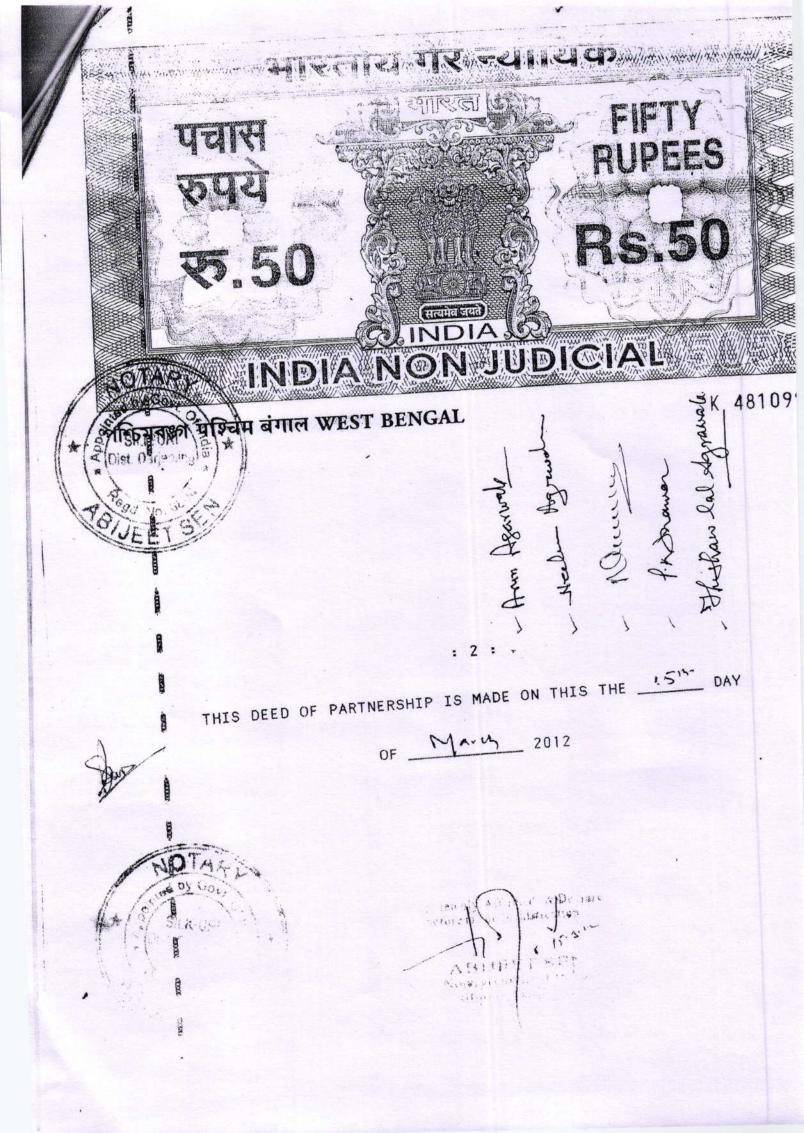
In faith and testimony whereof being required of a Notary, I the said Notary do hereby subscribe my hand and 

(Regd. No. 6804)

The Executant(s) is/are identified by me:

NOTARIAL STAMP

HUNDRED RUPEES RCINDIA INDIA NON JUDICIAL M 210236 पश्चिम बंगाल WEST BENGAL PARTNERSHIP DEED



Am Agarwale sheelen begonnahm Microsom: P.K. Branson.

: 3 :

#### BETWEEN

SRI ARUN AGARWALA, son of Late Biswanath Agarwala, Hindu by faith, business by occupation, residing at Ganga Apartment, Khalpara, Siliguri, P.O. & P.S. Siliguri, in the district of Darjeeling, hereinafter called the "FIRST PARTY" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "FIRST

### AND

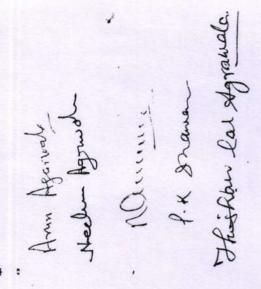
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SILIGURI

SMT. NEELAM DEVI AGARWALA, wife of Sri Arun Kumar Agarwala, Hindu by faith, business by occupation, residing at Ganga Apartment, Khalpara, Siliguri, P.O. & P.S. Siliguri, in the district of Darjeeling, hereinafter called the "SECOND PARTY" which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns) of the "SECOND PART".

### AND

SRI RAJENDRA PRASAD MUNDHRA, son of Late Bajrang Lal Mundhra, Hindu by faith, business by occupation, residing at Maple House, Vidyasagar Road, Khalpara, Siliguri, P.O. & P.S. Siliguri, in the district of Darjeeling, hereinafter called the "THIRD PARTY" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "THIRD PART".



#### AND

SRI PRAVEEN KUMAR JHAWAR, son of Late Puran Chand Jhawar, Hindu by faith, business by occupation, residing at Nehru Road, Khalpara, Siliguri, P.O. and P.S.-Siliguri, in the District of Darjeeling, hereinafter called the "FOURTH PARTY" ( Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, Paresentatives, administrators and assigns) of the "FOURTH

### AND

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SRI KISHAN LAL AGARWALA, son of Late Sohan Lal Agarwala, Hindu by faith, business by occupation, residing at Nayabazar, Siliguri, and P.S.-Siliguri, in the District of Darjeeling, hereinafter called the "FIFTH PARTY" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "FIFTH PART".

WHEREAS the parties hereto of the FIRST to FIFTH parts have decided to carry on business of constructing multi-storied building, promotership, property dealers, property sale/purchase/lease/let-out, civil constructions, multiplexes and real estate developers, in partnership under the same Trade Name and style of "ELEGANT DEVELOPERS".

AND WHEREAS to avoid future disputes, differences, complications, misunderstandings etc., the aforesaid parties have decided to reduce into writing the terms and conditions of their Partnership and to have a DEED OF PARTNERSHIP.

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NOW THEREFORE, THIS DEED OF PARTNERSHIP WITNESSETH AND IT HEREBY AGREED BY AND BETWEEN THE PARTIES :

NOT NAME OF THE FIRM:

THAT the name and style of the Partnership shall

Silicipal Silicipal Company S be

SILICIAL COMMENCEMENT DURATION AND OFFICE: Dist Dai 2.

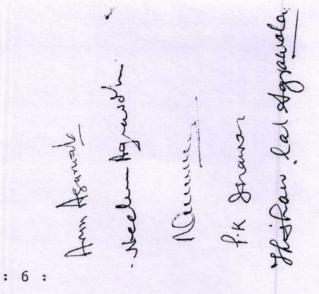
i) THAT the partnership shall be deemed to have commenced with effect from 01.04.2012.

\$1) THAT the Partnership shall be one " AT WILL ".

iii) THAT the principal place of business of Partnership shall be at Vidyasagar Road, Khalpara, Siliguri, P.O. and P.S. - Siliguri, in the District of Darjeeling. The Partners shall mutually open/close branch office/s, and/or other office/s, and shall also mutually shift the principal place of business from time to time.

3. BUSINESS:

the business of the Partnership shall be constructing multi-storied building, promotership, property property sale/purchase/lease/let-out, civil constructions, multiplexes and real estate developers. The mutually agreeing may embark upon new business/es.



### 4. CAPITAL AND FUNDS:

- i) THAT the capital of the partnership business shall be contributed by the partners as and when necessary.
- ii) THAT the partners hereto may by mutual consent raise loans for the purpose of Partnership business from any Bank, Financial Institution, Central or State Government and/or Private Party with or without any securities.
- iii) That the First Party and the Second Party being the owners of 27 Kathas 15 Chattaks of land and 9 Kathas 5 Chattak of land, NO be sectivley, forming part of Plot No. 25, recorded in Khatian NO 634, situated within Mouza Dabgram, Sheet No. 4, P.S.by Braktinggar, in the District of Jalpaiguri, have contributed the said land in firm as thier capital.

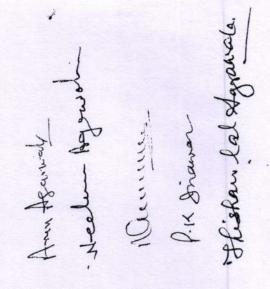
5 ACCOUNTS:

- i) THAT the accounts of the firm shall be adjusted annually on 31st day of March each year or on any other interval or period, when the profit or loss, as the case may be, shall be ascertained divided amongst the partners according to their share mentioned elsewhere in this Deed.
- ii) THAT the books of account 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 at all reasonable time be entitled to inspect or take copies or extracts thereof.

### 6. BANK ACCOUNTS:

THAT the bank account or accounts of the Partnership shall be opened with any bank or banks and such account or accounts shall be operated under the Signature of any one of the party of these present.

A Date



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### 7. SALE/PURCHASE OF IMMOVABLE PROPERTIES: -

THAT the sale/transfer/lease/let-out of the land and other properties of the partnership business shall be made under the Signature of any one of the party of these present.

### 8. INTEREST / REMUNARATION TO PARTNERS: -

### 1. INTEREST TO THE PARTNERS:-

THAT the partners shall be entitled to get interest on their case at a rate to be mutually decided by the partners to making rate of 12% P.A. However in case of loss or insufficient the partners can forego the interest with mutual consent.

### REMUNERATION TO PARTNERS :-

THAT the salary and/or remuneration to the partners shall be mutually decided between the parties hereto from time to time as per the provision of the Income-tax Act/Rule.

## S. PROFIT/LOSS OF THE FIRM:

THAT the profit or loss determined at the end of every year shall belong to and be borne by the partners in the following ratio.

FIRST PARTY 30%

SECOND PARTY 10%

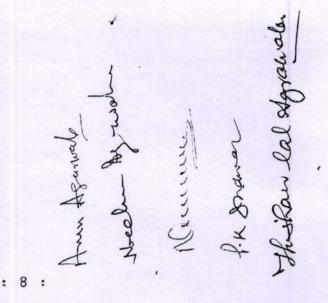
THIRD PARTY 24%

FOURTH PARTY 12%

FIFTH PARTY 24%

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### 10. DRAWINGS OF PARTNERS

That each partner may draw out money for personal expenses, which shall be debited to his account and duly accounted for.

### 11. RIGHT CLAUSE/FORBIDDEN CLAUSE :

NOTACHAT the parties shall be entitled:

led by ed, to carry on the partnership business and to do and execute all acts and deeds on behalf of the partnership.

SILIGUE, To employ, dismiss, degrade or promote any employee or agent of the firm.

Sylve submit any dispute relating to the business of the firm to

d) To represent the firm before the Export and Import Authorities, Excise Authorities, Income-Tax/Sales Tax Authorities and any other Ceneral or State Govt. Authorities and to appoint Advocates, Agents and Attorneys, to fix their remuneration and to sign and execute agreements and other papers and documents necessary to carry on the business of the firm, to collect payments on behalf of the firm from any government or other departments and/or private party, and give valid receipts thereof.

e) To apply for all licences, permits, tender papers/documents, to sign and submit them, to negotiate/settle rates, to execute work, to receive payments and to do all incidental matters in connection with above with any Central Govt. State Govt. or any other Authority and/or Private Party on firm's behalf.

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To compromise or settle any debt due to the Partnership grant discharge thereof.

ii) THAT it is hereby agreed upon that the partners will be free to carry on business of similar nature either as proprietorship concern or in partnership with others or in such other manner as they deem fit without any objection from each other.

NOTAL THAT the partners shall be just and faithful to each other and brall work for the best interest of the Partnership business. SILIGAN) THAT each partner shall punctually pay and discharge his separate debts and liabilities and shall keep the firm and

properties effectually indemnified against the same.

THAT each partner shall at all time give to the other partners the true information and faithful explanation of all matters

vi) That no partner without the consent of the other shall enter into any bond or become bail or surety or security with or for any person or do or knowingly cause or suffer to be done any thing whereby the partnerhsip property or any part

thereof may be seized, attached or taken into execution.

relating to the partnership business.

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### 12. RETIREMENT/DISSOLUTION:

i) THAT if any partner is willing to retire from the firm, he may do so by giving two months notice in writing to the other partners by transferring his share in the firm to the remaining partners of the firm and in such event the remaining partners shall be entitled to carry on the business by reconstituting the firm in any manner, they like, by or without admitting any new partner/s.

ii) THAT on retirement, no partner will be entitled to claim any coodwill, credintial etc. of the firm.

SLIGUTO Continue the business of the firm in partnership by taking Darinto and/or by admitting to the benefits of partnership heir/s or legal representative or representatives of the deceased partner, as a partner.

In case, the legal heir/s, representative/s is/are not so willing, the surviving partners shall be entitled to carry on the business of the firm by reconstituting the same in any manner, they like.

### 13. OTHER GENERAL CLAUSE:

i) THAT any of the clauses as referred to hereinabove may be altered and/or amended with mutual consent of all the partners.

ii) Save as aforesaid, the provisions of the Indian Partnership Act, 1932 as it stands amended, revised, modified from time to time shall govern this partnership.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENT IN GOOD HEALTH AND CONSCIOUS MIND ON THE DAY, MONTH & YEAR ABOVE MENTIONED.

### WITNESSES :

1. Adipyundhus

(ROHIT MUNDHRA)

Maple House, Vidyasogar Read,

NOTher ara, Siliguri -734005,

188 by Ghold Bagal

Prosenjit Sonker 8/0- Bisher 3it Senter Add-Saixti gent Ps. Siligan Bazar Siligai 1. Ann Agarway

FOURTH PARTY

5. History lal Agrawal

Drafted, readover, explained and typed in the office of

Shutel Rane Adrow