

Rekha Tewari
B.A., L. L. B.

Professional Address :
2&3, Bankshall Street,
Kolkata - 700 001

Advocate & Notary Public
Govt. of India

Mobile : 9748234830

Sl. No. 01 / 20 19

NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Rekha Tewari duly authorised by the Central Government to practise 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 as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument 'A' is the.

*Original Deed of Partnership
executed by - Kanchanpushp-
Developers Private Limited
and others as per the
same*

PRIMA FACIE the annexed instrument "A" appears to be in the USUAL procedure to serve and avail as needs or occasions 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 me seal of office at Chandernagore on this

the 01 APR 2019 day of 20 APR 2019 in

the year of Christ 201



Rk
Rekha Tewari
NOTARY PUBLIC
Reg. No. : 10288/13
Govt. of India
CMM'S Court
Koi - 700001

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

X 394369

DEED OF PARTNERSHIP



THIS DEED OF CONSTITUTION OF PARTNERSHIP executed on the 04th day of April, 2019
BETWEEN

- (1) Kamalpushp Developers Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2, Belilious Road, Howrah - 711101, represented by its Directors Bikash Jaiswal and Pappu Singh, hereinafter referred to as the PARTY OF FIRST PART, and
- (2) Pappu Singh, son of Shri Ram Narayan Singh, having its office at 2, Belilious Road, Howrah - 711101, hereinafter referred to as the PARTY OF SECOND PART, and
- (3) Bikash Jaiswal, son of Shri Ram Sajiwan Jaiswal, having its residence at 384/385, Belilious Road, Howrah - 711101, hereinafter referred to as the PARTY OF THIRD PART, and
- (4) Nisha Goel, wife of Shri Vikram Goel, residing at 433/1, Sarat Chatterjee Lane, Howrah - 711103, hereinafter referred to as the PARTY OF FOURTH PART,

Kamal Pushp Developers (P) Ltd.

REKHA TEWARI
NOTARY

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C.M.M's Court
Kolkata - 700 001

Pappu Singh

Nisha Goel

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WHEREAS:

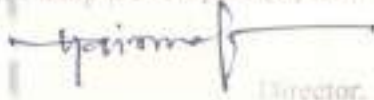
The parties hereto of the First to Fourth Parts have agreed amongst themselves to carry on business under the The Indian Partnership Act 1932 in accordance and subject to the terms and conditions hereinafter appearing. In this Deed wherever the context so permits the Parties hereto of the First to Fourth Parts are collectively referred to as the PARTIES and shall include their legal heirs, successor and / or successors, nominees and permitted assigns.

WHEREAS:

The Parties of the "FIRST PART", "SECOND PART", "THIRD PART" & "FOURTH PART" has decided to carry on the business under the name & style of "SHREE SHYAM DEVELOPERS" by executing this deed of partnership on certain terms and conditions as hereinafter mentioned.

NOW THIS DEED OF PARTNERSHIP WITNESSTH that the parties hereto do hereby mutually agree to carry on partnership business upon the terms and conditions set forth hereunder:-

Kamal Pushp Developers (P) Ltd.


Director.

Rappu Singh

2

✓ Nisha Guel



20 APR 2018

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Regn. No.- 10288/13
C.M.M's Court

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1. NAME OF THE PARTNERSHIP FIRM :

That the partnership business shall be carried on under the same name and style M/S "SHREE SHYAM DEVELOPERS" (Said Firm) and/or such other name or names as the partners may agree upon from time to time.

2. PLACE OF BUSINESS :

- 2.1) That the partnership business shall be carried on having its office at **2, Belilious Road, Howrah - 711101.**
- 2.2) The primary place of the business of the firm shall be Howrah, West Bengal.
- 2.3) The Firm may also carry on business at such other place(s) as may be mutually agreed by and among the Partners from time to time;

Kamal Pushp Developers (P) Ltd. *Rajeev Singh*

[Signature]

Director.

✓ *Nisha Goyal*

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[Signature]

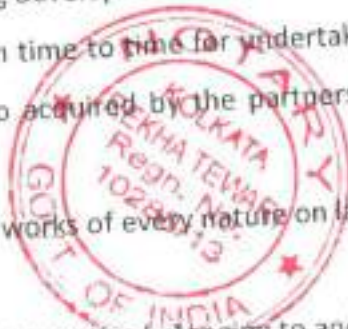
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Kolkata - 700 021

OBJECTS :

3.1) The objects of the Partnership shall be :

- i. To own, acquire, purchase, lease, exchange, hire, develop, construct, build, design, plan, reconstruct, sell, purchase and otherwise deal in land, apartments, house, flats, offices, buildings and/or other commercial and/or residential properties of any nature or interest for the purpose of undertaking development thereof.
- ii. To enter into agreements with various persons from time to time for undertaking development of various properties and/or lands so acquired by the partnership Business.
- iii. To construct erect and complete buildings and / or works of every nature on lands and / or properties acquired by the business
- iv. To sell, let mortgage or otherwise dispose of other properties belonging to and /or held by the partnership business.
- v. To undertake development of I.T. Park, game parks, game courses, buildings and carry on the business of civil structural engineers, architects, builders, designers, planners, contractors and interior designers.
- vi. To carry on business of contractors, Builders, Town planners, Infrastructure developers, Estate developers and Engineers land developers, Land Scapers, estate agents, immovable property dealers and to acquire, buy, purchase, hire or otherwise lands, buildings, civil works immovable property of any tenure or any interest in the same and to erect and construct, houses, flats, bungalows, kothis or civil work of every type on the land of the Company or any other land or immovable property whether belonging to the Company or not and to pull down, rebuild, enlarge alter and other conveniences and to deal with and improve, property of the Company or any other Immovable property in India or abroad.
- vii. To construct, execute, carryout, equip, support maintain, operate, improve, work, develop, administer, manage, control and superintend within or outside the country anywhere in the world all kinds of works, public or otherwise, buildings, houses and other constructions or conveniences of all kinds, which expression in



Kamal Pushp Developers (P) Ltd.

[Signature]

Director.

Rappu Singh
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[Signature]

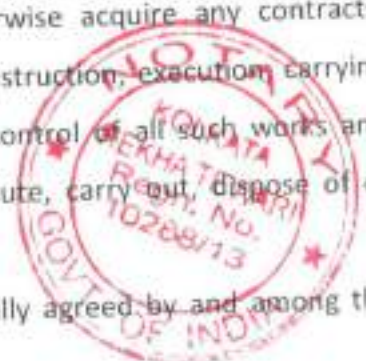
Nisha Goyal

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this memorandum includes roads, railways, and tramways, docks, harbours, Piers, wharves, canals, serial runways and hangers, airports, reservoirs, embankments, irritations, reclamation, improvements, sewage, sanitary, water, gas, electronic light, power supply works, and hotels, cold storages, warehouses, cinema houses, markets, public and other buildings and all other works and conveniences of public or private utility, to apply for purchase or otherwise acquire any contracts, decrease, concessions, for or in relation to the construction, execution, carrying out equipment, improvement, administration, or control of all such works and conveniences as aforesaid and to undertake, execute, carry out, dispose of or otherwise turn to account the same.

viii. To carry out any other business as may be mutually agreed by and among the partners of the said firm.



4. DURATION :

The partnership hereby constituted shall come into effect on 04th Day of April, 2019 and is terminable at will by all the partners.

5. CAPITAL :

5.1) The Initial Capital of the Partnership Firm shall be **Rs. 10,00,000/- (Rupees: Ten Lakhs)** only to be contributed by the Partners in following manners:-

i)	Kamalpushp Developers Private Limited	:	2,00,000/-
ii)	Pappu Singh -	:	2,33,333/-
iii)	Bikash Jaiswal	:	2,33,333/-
iv)	Nisha Goel	:	3,33,334/-
	TOTAL		10,00,000/-

5.2) If at any time hereafter further capital is required for the purpose of the functioning of the firm, the same shall be contributed by the partners on such terms & conditions as mutually agreed upon.

Kamal Pushp Developers (P) Ltd.

[Signature]

Director

Pappu Singh

Nisha Goel

[Signature]

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5.3) If partners have brought funds for the purpose of business apart from capital, the same may be credited to partners' current account on such terms and conditions as mutually agreed upon.

6. **INTEREST ON CAPITAL :**

6.1) Interest on capital contributed by the partners may be allowed @ 12% p.a. compounded annually or at such rates as may be prescribed under I.T. Act. 1961 or as mutually agreed between partners from time to time.

6.2) Interest on current account of partners shall be decided mutually between partners from time to time.

7. **PROFITS AND LOSSES :**

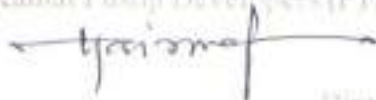
The net profits and losses of the firm shall be shared and borne by the partners in the following proportions:

i)	Kamalpushp Developers Private Limited	:	20.00 %
ii)	Pappu Singh	:	23.33 %
iii)	Bikash Jaiswal	:	23.33 %
iv)	Nisha Goel	:	33.34 %
	TOTAL		100.00%

8. **DISTRIBUTION OF PROFITS AND/OR LOSSES :**

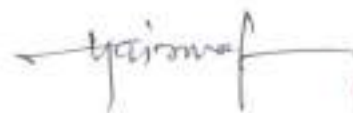
After Finalizations of the account of any year of the firm, it shall distribute the profits after adjusting all drawing made by the Partners according to their shares and in case there be any loss, then the Partners shall pay to the Partnership firm the losses coming to their respective shares. PROVIDED HOWEVER that such proportion of the profit of any year may be retained by the Firm for meeting contingencies or for meeting the Income Tax Liabilities. However, instead of receiving or payment the partner's accounts may be credited or debited with the amount of the Profit and losses determined as aforesaid.

Kamal Pushp Developers (P) Ltd.



Pappu Singh
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✓ Nisha Goel



Director
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Kolkata - 700 019

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DRAWINGS :

- 9.1) The Partners may draw such sum or sums from the Firm as mutually agreed upon and sum so drawn shall be debited to their current account.
- 9.2) The Partners by mutual consent may be entitled to such other remuneration and/or other facilities and perquisites if and as be agreed to any one or more of the partners. Such remuneration facilities and/or perquisites shall be treated as business expenditure of the firm unless otherwise agreed.

10. MANAGEMENT :

Partners may decide mutually the Managing Partner/s of the Firm who will and/or shall look after the day to day management of the business of the Firm with authority to enter into contracts and to employ and terminate employee/s;

- 10.1 The partners hereto may from time to time delegate such powers of management to such person or persons as the partners may think fit and proper and/or to revoke and cancel such powers and authorities as the partners may amongst themselves decide;
- 10.2 That the party of the fourth part, namely Mrs. Nisha Goel, shall not be liable, in any manner whatsoever, for any acts or omission of the any other partners.

11. BANK ACCOUNTS :

The Firm may maintain the bank account/s and/or may open one or more account(s) with one or more Bank(s) of the firm and shall be jointly operated by any of the two Partners and/or their appointed authorised signatory as will be decided among the partners with the power to draw, endorse and negotiate bills, cheques, hundies etc.

The authorised Signatories to the Bank Account(s) of the firm shall be partner(s) and/or such authorised person(s) as decided by the all the partners at the time of opening of Bank Account(s) or any time thereafter.

12. BORROWINGS :

All borrowings on behalf of the Firm shall be made only with the consent of all the Partners upon the terms and conditions as may be mutually agreed upon. Any borrowing made

Kapal Exports (P) Ltd.

Pappu Singh
Director

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NOTARY
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otherwise, shall not be binding on the firm and shall constitute the individual liability of the partner/s making such borrowing.

13. INTELLECTUAL PROPERTY, FIXED ASSETS & GOODWILL:

- a) The following intellectual property or assets shall be included as the property of and shall belong to the ; all domain names, website data and coding, all images (whether graphics or photographs), customer data, existing and future commercial agreements with outside third parties/ intending purchaser and all goodwill associated with the above.
- b) Furthermore all office equipment, materials and any other property shall also belong to the FIRM.
- c) All other relevant goodwill built-up in the FIRM shall also belong to the FIRM.

14. ACCOUNTS AND ACCOUNTING PERIOD :-

- 14.1) The Firm shall maintain proper Books of Account in respect of the business of the Firm. The Books of Account shall be maintained at the place of business of the Firm and shall be open for inspection to all the Partners:
- 14.2) The year of account of the Firm shall be from the first day of April of each English calendar year to Thirty-first day of March of the following year.
- 14.3) The Books of Accounts of the Firm shall be closed once in a year on the 31st March and the Profit and Loss Account and Balance Sheet in respect of the business of the Firm shall be prepared and audited as on that date.



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15. MUTUAL RIGHTS AND OBLIGATIONS OF PARTNERS :

- 15.1) There is no bar for any of the Partners carrying on any similar business either individually or in Partnership with others.
- 15.2) The partners shall promote the Partnership business to the best of their abilities.
- 15.3) Each partner shall punctually pay his separate debits.
- 15.4) Each partner shall pay all money, cheques and negotiable instruments received by him in the account of the Firm, and

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Namal Puro Development (P) Ltd.

Director Pappu Singh

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Nisha Choudhary

- f) Each Partner will be just and faithful to one another.
- 15.6) Neither Partner shall without the consent of the other partners.
- Lend money and deliver upon credit any goods of the firm to any person or persons whom the other partners have previously in writing forbidden him to trust.
 - Give securities or promise for payment of money on account of the Firm except in the ordinary course of its business.
 - Enter into any bond or become bailee or surety for any person.
 - Knowingly cause or suffer to be done anything whereby the partnership property of the firm may be endangered.
 - Sign and execute any deed, instrument, agreement or other document in respect of any property/(s) of the Firm.
 - Mortgage or charge his shares in the properties of the Firm,
 - Draw, accept or endorse any bills of exchange or promissory notes on account of the firm save & except in the ordinary course of its business, or,
 - Will not take any policy decision which may affect its business.

16. RETIREMENT/DEATH ETC. OF THE PARTNER :

16.1) If any partner desires to retire from the Firm, he shall give at least 1 (one) month's previous notice in writing to all other partners to that effect and on expiration of the notice period he shall be deemed to have retired from the Firm.

16.2) In the event of retirement, insolvency or death of any of the partners, the accounts of such outgoing Partner(s) shall be settled within a period of 3 (three) months or to be settled mutually in accordance with Law, for the purpose of which the Market Value of the assets on the date of such retirement/insolvency/death etc. shall be taken into account.

16.3) The death/insolvency/death/retirement or disability for any reason of any of the partner shall not have the effect of dissolution of the Firm. The remaining partners shall admit/induct in his place, one of the legal heir/ representative of the deceased/retired/insolvent partner as partner in the Firm on the same terms and

REKHA TEWARI
NOTARY
Regn. No. - 10289/12
C.M.M's Court
Kolkata - 700 001



Kamal Pushp Developers (P) Ltd.

[Signature]

Director. Pappu Singh

[Signature]

Nisha Goyal

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conditions and such admission shall be effective from the date of death/retirement/insolvency of the Partner and the amounts lying in the credit and debit account and capital or current account of deceased/retired/insolvent partner shall be transferred to such partner.

17. **ADMISSION OF PARTNER :**

Any person may be admitted into the firm as may be agreed by and among the Parties hereto. On admission of a partner, the partnership shall be reconstituted and the terms of such reconstituted partnership shall be duly incorporated in a written deed of reconstitution of the firm.

18. **GOOD FAITH :**

Each partner's shall: -

18.1 employ himself diligently in the business

18.2 use his best endeavors to promote the business of the partnership

18.3 be just and faithful to each other in all transactions relating to the Partnership firm and give a true and faithful account in respect of all the dealings

18.4 Without prejudice to the powers and rights of the Partner, no partner without the written consent of the other shall:

- a) Engage or enter into any contract to dismiss any employee
- b) Enter into any agreement which may expose the partnership to any risk or liability
- c) Forgive the whole or any part of any debt or sums due to the partnership
- d) Excepting in the ordinary course of business, borrow any amount or dispose of any of the partnership's assets and properties
- e) Employ any of the moneys, goods and effects of the Partnership and/or pledge the credit thereof except in the ordinary course of business and upon account of or for the benefit of the Partnership.



REKHA TEWARI
NOTARY
Regn. No. - 11229/13
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Kolkata - 700 001

Amal Pushp Developers (P) Ltd.

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Director Pappu Singh

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Nisha Aal

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Enter into any bond or become bail or surety for any person or compromise or compound or release any debt due to the partnership.

- g) Do or cause or suffer to be done any act deed or thing whereby the other Partner or the properties of the Partnership or any part thereof be taken in execution.
- h) Except in the ordinary course of business dispose of by pledge sale or otherwise any part of the property of the partnership, borrow moneys from any Commercial Bank(s) or Financial Institution(s) for the purpose of the business of the partnership and for the purpose charge, mortgage etc., of all or any of the assets of the partnership firm.
- i) Assign, charge or mortgage his interest in the partnership.

19. **DISSOLUTION :**

On account of dissolution of the Firm, the outgoings and/or liabilities of the Firm shall be discharged first. Thereafter, the capital contributed by the Partners shall be refunded and the balance shall be shared and/or distributed among the Partners in their profit sharing ratio.


20. **ARBITRATION :**

All disputes and differences between the parties hereto regarding the construction, interpretation, scope of effect of any of the terms and conditions herein contained or determination of any liability shall be referred to Arbitration and the same will be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.

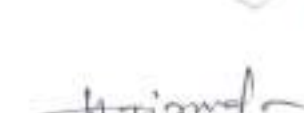
20.1) In the event of any disputes the parties hereto shall endeavor to appoint a sole arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.

20.2) The Arbitrator(s) shall have summary powers.

Kam: Pustip Developer (P) Ltd.


Director

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Rajoo Singh



Nisha Goyal



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Kolkata - 700 011

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- 20.3) The Arbitrator(s) shall be entitled to give interim awards and/or directions, as the Arbitrator(s) in their absolute discretion deem fit and proper.
- 20.4) It will not be obligatory on the part of the Arbitrator(s) to give speaking and/or reasoned Award.
- 20.5) It will not be obligatory on part of the Arbitrator(s) to follow the principles laid down under the Indian Evidence Act.

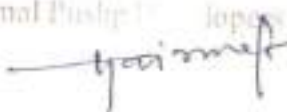


21. NOTICE TO PARTNERS :

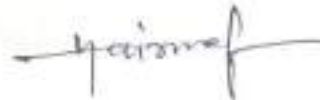
All notices required to be given to any or all of the partners shall be duly served by registered post if addressed to such partners at the address mentioned hereinabove against each of the partners or at the changed address as last intimated by the concerned partner to the firm at it's principal place of business for the time being.

22. ALTERATION OF TERMS :

Any of the terms and conditions herein before contained may be altered or modified by the parties in writing.

Kamal Pushp (I) Pvt. (P) Ltd.

Director.

Pappu Singh



Nisha Gahl

REKHA TEWARI
NOTARY
Regn. No.- 1028/13
E.M.N.'s Court
Medinipur - 751 001

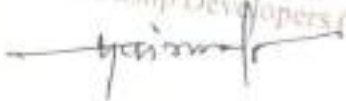
APPLICABILITY OF PARTNERSHIP ACT :

In all matters not expressly, the provisions of the Partnership Act, 1932, shall apply.
Words expressing singular shall include plural and masculine include feminine and vice versa.


IN WITNESS WHEREOF, the PARTIES have executed this DEED OF CONSTITUTION OF PARTNERSHIP in the presence of the witnesses attesting hereunder:

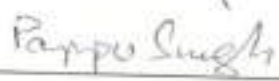
WITNESSES:

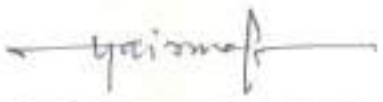
1. Raj Kumar Patta
17/1/B Shibtolast
Kolkata-7


Kamal Pushp Developers (P) Ltd.

Director.

Signature of the 1st Partner


2. Kabi Kumar Jha
63/2A N.G Road
Liluah - Howrah - 711203



Signature of the 2nd Partner


Signature of the 3rd Partner


Signature of the 4th Partner

Identified by me


Advocate
SUMAN RAY
C.M.M COURT

ATTESTED SIGNATURES ONLY
BEFORE ME ON IDENTIFICATION


REKHA TEWARI
NOTARY