

SL. NO. 20A. dt. 11.6 of 2015



- : Notarial Certificate :-

TO ALL MEN THESE PRESENTS SHALL Come, I **QAMRUL HASSAN** appointed by the Government of India as a NOTARY being authorised to practice as such in the District of KOLKATA in the state of West Bengal within union of India do hereby verify, authenticate, certify, attest as under the execution of the instrument, do hereby declare that the paper writing collectively Marked 'A' annexed hereto hereinafter called the paper WRITINGS "A" are presented before me by the Executants (S)

*Buildcon Developers
at 18, Gobaa Gorasthan
Road. Kolkata 700046*

Here after referred to as the executants (S) on this 11th day of June Two thousand Fifteen

The executant (s) having admitted execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identity of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand(s) of the executant (s).

AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

Notarial Stamp on original

IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at Sealdah Court at Sealdah in the Dist. at Kolkata on this 11th day of June Two thousand Fifteen



Q. Hassan
Q. HASSAN
Notary Regd. No. 4312/07
Govt. of India
Sealdah Court
Kolkata

Qamrul Hassan
QAMRUL HASSAN
NOTARY
Govt. of India
Regn. No. 4312/07
Sealdah Court
Kolkata

11 JUN 2015

SL No 20A dt 11.6.2015



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PARTNERSHIP DEED OF BUILDCON DEVELOPERS

THIS DEED OF PARTNERSHIP made this the 11th of June TWO THOUSAND AND FIFTEEN BETWEEN (1) SANDEEP KUMAR AGARWALLA son of Shri Kalicharan Agarwalla of 3 Harish Mukherjee Road, 'Merlin Legend', 4th floor, Suit No. 402, Kolkata - 700 020 hereinafter referred to as the **FIRST PARTNER** of the **FIRST PART** AND (2) AMAR AGARWALLA son of Shri Kalicharan Agarwalla of 3 Harish Mukherjee Road, 'Merlin Legend', 4th floor, Suit No. 402, Kolkata - 700 020 hereinafter referred to as the **SECOND PARTNER** of the **SECOND PART** AND (3) VIKASH BANKA son of Shri Radhe Shyam Banka residing at 35/1 Diamond Harbour Road, Kolkata - 700 027 hereinafter referred to as the **THIRD PARTNER** of the **THIRD PART** AND (4) DHIRAJ KUMAR BANKA son of Shri Radhe Shyam Banka residing at 35/1 Diamond Harbour Road, Kolkata - 700 027 hereinafter referred to as the **FOURTH PARTNER** of the **FOURTH PART** AND (5) AGW REALTORS

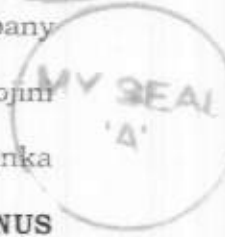
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Notary Public No. 4312/07
Govt of India
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VATE LIMITED a company incorporated under the Companies Act 1956 having Registered Office at 1 Sarojini Naidu Sarani, Kolkata - 700 017 represented by its Director Shri Radhe Shyam Banka hereinafter referred to as the **FIFTH PARTNER** of the **FIFTH PART AND (6) DHIRAJ AGENCIES PRIVATE LIMITED** a company incorporated under the Companies Act 1956 having its Registered Office at 1 Sarojini Naidu Sarani, Kolkata - 700 017 represented by its Director Shri Radhe Shyam Banka hereinafter referred to as the **SIXTH PARTNER** of the **SIXTH PART (7) VENUS COMPLEX PRIVATE LIMITED** a company incorporated under the Companies Act 1956 having its Registered Office at 1 Sarojini Naidu Sarani, Kolkata - 700 017 represented by its Director Shri Dhiraj Kumar Banka hereinafter referred to as the **SEVENTH PARTNER** of the **SEVENTH PART.**



WHEREAS:

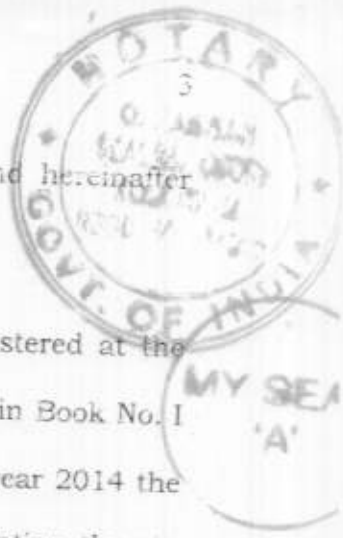
- A) One Gouri Shanker Beed was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the Municipal Premises No. 18 and 19 Gobra Gorasthan Road, Kolkata - 700 046 containing by estimation an area of 4 bighas 7 cottahs 6 chittacks 12 sq.ft. (more or less) butted and bounded together with all structures standing thereon (more fully and particularly mentioned and described in **PART I** of the **SCHEDULE** hereunder written and hereinafter referred to as the said **PART ONE PROPERTY**)
- B) By a Registered Deed of Conveyance dated 23rd July 2011 Registered at the Office of Addl. District Sub-Registrar Sealdah in Book No. I CD Volume No. 5 Pages 6859 to 6873 Being No.02268 for the year 2011 the said Gouri Shanker Beed for the consideration therein mentioned sold transferred and conveyed the said Part One Property unto and in favour of Venus Complex Private Limited.
- C) Niladri Krishna Ghosh Moulick, Himadri Krishna Ghosh Moulick and Kalapi Krishna Ghosh Moulick were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the Municipal Premises No. 15B Gobra Gorasthan Road, Kolkata - 700 046 containing by estimation an area of 2 cottahs 7 chittacks (more or less) butted and bounded together with all structures standing thereon (more fully and particularly mentioned and

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described in **PART II** of the **SCHEDULE** hereunder written and hereinafter referred to as the said **PART TWO PROPERTY**)



- D) By a Registered Deed of Conveyance dated 31st July 2014 Registered at the Office of District Sub-Registrar - III, Alipore, South 24 Parganas in Book No. I CD Volume No. 14 Pages 6347 to 6362 Being No. 06063 for the year 2014 the said Niladri Krishna Ghosh Moulick and others for the consideration therein mentioned sold transferred and conveyed the said Part Two Property unto and in favour of Venus Complex Private Limited.
- E) The said Part One Property and the said Part Two Property wherever the context so permits are collectively referred to as the **ENTIRE PROPERTY**.
- F) The said Venus Complex Private Limited had acquired the said Part One Property and the Part Two property for the purpose of undertaking the development thereof and for the purpose of facilitating the development thereof had transferred a divided and demarcated portion of the said Entire property containing by estimation an area of 1.5 cottahs unto and in favor of Gobra Agragami Sangha Club by a Registered Deed of Gift dated 25th February 2015 and continued to remain the absolute owner of the remaining part or portion of the said Entire Property (more fully and particularly mentioned and described in **PART III** of the **SCHEDULE** hereunder written and hereinafter referred to as the said **PROPERTY**).
- G) For the purpose of the business of the partnership, the Seventh Party being Venus Complex Private Limited has agreed to bring in the said property to form part of the assets and properties of the said partnership business with the intent and object that the partnership business will be entitled to undertake development of the said Part One Property and Part Two Property by causing the same to be amalgamated to form part of one municipal holding subject to the terms and conditions hereinafter appearing.
- H) For the purpose of this partnership the value of the said premises and the cost charges and expenses incurred by the Seventh party shall be credited to the

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account of the party hereto of the Seventh Part in the books of the partnership business subject to what is hereinafter appearing.



The Second Party is presently the Karta of his branch of HUF under the name and style of Amar Agarwalla HUF and is entering into the partnership as Karta of his branch of HUF and each of the part of the parties have agreed that any profit and/or losses will be debited and/or credited to the accounts of their respective HUF.

J) In this Deed wherever the context so permits the Parties hereto of the First to Seventh part are collectively referred to as the **PARTIES** and shall include their respective heirs, legal representatives, executors, administrators and assigns.

K) That parties are desirous of recording the terms and conditions, in writing.

NOW THIS DEED WITNESSETH and it is agreed and declared by and between the parties hereto as follows:

1. COMMENCEMENT AND DURATION

1.1 The business of the partnership shall be deemed to have commenced on and with effect from the 11th June 2015 (hereinafter referred to as the **COMMENCEMENT DATE**).

1.2 The Partnership Business shall continue to be carried on and from the Commencement Date and shall subsist and continue until and unless determined by mutual consent or any other manner as hereinafter appearing.

2. NAME OF THE PARTNERSHIP

The business of partnership shall be carried out under the trade name and style of **BUILDCON DEVELOPERS** or such other name as may be agreed upon by unanimous consent of the parties.

3. OFFICE

The Registered Office of the partnership shall be situated at 18 Gobra Gorasthan Road, Kolkata - 700 046 but may be shifted and/or extended to such other place or places as may be unanimously decided by the partners.

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BUSINESS OF THE PARTNERSHIP

The business of the partnership shall inter alia be:

- i) To cause amalgamation of all the three premises
- ii) To cause a map or plan to be sanctioned by Kolkata Municipal Corporation
- iii) Undertaking development of real estate and properties for residential and commercial purposes.
- iv) To act as promoters and developers of real estates and projects, dealing in properties and projects and/or otherwise turn such projects to account in any way whatsoever.
- v) To build develop promote and finance directly or indirectly multistoried and other buildings and develop projects for sale of flats, office spaces, commercial spaces other areas and spaces and/or rights therein to diverse persons on ownership basis or otherwise and for this purpose to do all necessary acts deeds and things that are required to be done.
- vi) To carry on such other business as the partners may mutually agree from time to time.

4.2 For the purpose of undertaking development of the said Property the Partnership Business has caused necessary plan to be sanctioned by the authorities concerned in the name of Venus Complex Private Ltd and has from time to time also obtained necessary permissions approvals consents and/or sanctions as are needed and/or required for undertaking development of the said property

5. CAPITAL CONTRIBUTION

- a. The initial capital of the partnership shall be Rs. 50,00,000/- (Rupees Fifty lacs only) (hereinafter referred to as the **CAPITAL ACCOUNT**)
- b. Each of the parties shall contribute to the capital of the said partnership business in proportion to his/her/its respective share in the said partnership business.
- c. The parties have by mutual consent credited to the account of the Seventh Part a sum of Rs. 10,59,76,145/- and the said amount shall carry interest at the rate of 12% per annum.



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The said sum of Rs. 10,59,76,145/- shall be refunded by the partnership business to the party hereto of the Seventh Part within a period of one year after retaining the proportionate amount to be contributed towards the capital contribution by the party hereto of the Seventh Part.

- e. Each Party contributing to the Capital of the Partnership Business shall be entitled to the interest at the rate of 12% per annum.
- f. Each of the parties shall be entitled to bring in further capital and/or provide or cause to be provided loan to the said partnership firm for the purpose of the business of the partnership.
- g. In the event of any amount required for undertaking development of the said premises the parties hereto shall provide or cause to be procured such amount from the market at such rate of interest as may be mutually agreed upon between the parties hereto.

6. INTEREST ON CAPITAL

Interest on Capital and/or Current Account of the partners may be allowed @ 12% Simple Interest per annum or at such lower or higher rate or at such rate as envisaged in Clause 40 (b)(iv) of the Income Tax Act, 1961 or as mutually agreed between the Partners from time to time.

7. MANAGEMENT


The business of the Partnership shall be under the general supervision of all the partners who shall be entitled to look after the day to day management and administration and/or control of the affairs of the partnership business and/or its properties.

- i. To look after manage the development and/or undertaking of development of the properties which may be acquired on ownership by the partnership business or by acquiring development right
- 7.2 For the purpose of undertaking development of the said Property and also for undertaking development of other properties by the said partnership Business Mr. Sandeep Kumar Agarwalla, Mr. Vikash Banka and Mr. Dhiraj Kumar Banka three of the partners of the said partnership business have been duly authorized and empowered to jointly and/or severally:-

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- i) Negotiate with intending purchasers for sale and transfer of the various flats, units, apartments, constructed spaces, and car parking spaces forming part of the development and/or housing project.
 - ii) To sign and submit plan or plans for construction of any proposed building to the authorities concerned and for the aforesaid purpose to sign and execute all deeds, documents, instruments, plans, papers, undertaking, indemnities as may be necessary and/or required
 - iii) to sign and execute all applications papers deeds documents and instruments as may be necessary and/or required for and on behalf of and in the name of the partnership business
 - iv) to receive realize and collect the amount of consideration and other amounts for and on behalf of the said partnership business and to grant effectual receipts and/or discharges therefore.
 - v) to sign and execute all deeds documents and instruments including Sale Agreement and the Deed of Conveyance from time to time for and on behalf of the partnership business and any act deed or thing done by them shall be final and binding on the other partners.
 - vi) to sign and execute any deed document and instruments for and on behalf of the partnership business in cases where finance and/or housing loan is intended to be taken by intending purchasers from banks and/or financial institutions to enable the intending purchasers to avail of bank finances and/or housing loans

8. BANKS

- a) The firm may from time to time shall open bank account and/or accounts with such bank and/or banks as may be mutually agreed upon between the partners and shall also be entitled to close such banking accounts with the consent of all the partners and open any other banking account.
- b) The Bank account of the Partnership Business shall be operated jointly by any two of the following person's viz. Mr. Sandeep Kumar Agarwalla, Mr. Amar Agarwalla, Mr. Vikash Banka and Mr. Dhiraj Kumar Banka or such other

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person duly authorized by all Partners from time to time at the time of opening of bank account or anytime thereafter.



9. ACCOUNTS

- a) All books of accounts of the partnership business shall be kept at the office of the partnership business.
- b) The accounts in respect of the said partnership business shall be gone into and settled at the close of 31st March of each financial year and the closing of the first financial year shall be 31st March 2016.
- c) The accounts once gone into, adjusted and settled shall be final conclusive and binding on the partners and none of the partners shall be entitled to challenge or dispute unless some manifest error is detected within three months from the date of closing and once the accounts are signed by the partners. The profit or loss as the case may be shall be divided and/or distributed amongst the partners in proportion to their profit and/or loss sharing ratio.
- d) The Accounts of the said Partnership Business as may be certified by the Chartered Accountants and/or Auditors of the Partnership Business shall be final conclusive and binding on all parties hereto and in no event any of the parties shall be entitled to dispute or challenge the said accounts or any part thereof unless there is a manifest error discovered later on.

10. BORROWINGS

All the borrowings including from banks and/or financial institution on behalf of the Firm shall be made jointly with the consent of all the Partners upon the terms and conditions as may be mutually agreed upon. Any borrowing from the lenders not recorded in the books of the firm shall not be binding on the firm and shall constitute the individual liability of the Partner or Partners making such borrowing.

11. PROFIT & LOSSES

The net profit and/or losses of the Firm shall be shared and borne by all the partners herein the manner and proportion as set out hereinafter:-

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1.	First Partner of the First Part	Sandeep Kumar Agarwalia	25%
2.	Second Partner of the Second Part	Amar Agarwalia	20%
3.	Third Partner of the Third Part	Vikasb Banka	17%
4.	Fourth Partner of the Fourth Part	Dhiraj Kumar Banka	17%
5.	Fifth Partner of the Fifth Part	AGW Realtors Private Limited	6%
6.	Sixth Partner of the Sixth Part	Dhiraj Agencies Private Limited	5%
7.	Seventh Partner of the Seventh Part	Venus Complex Private Limited	10%

12. All the expenses and outgoings whatsoever in respect of the said partnership shall be paid and/or borne out of the gross earnings of the said partnership business and if at any time the same would not be sufficient to cover the expenses incurred or loss suffered, the deficiency shall be paid and/or borne by the partners in their respective proportions.

13. The expenses incurred outgoings and payments that would be made in connection with the construction of the building or buildings shall be covered under the scope of the partnership account. Similarly any income incentive and/or entitlement that may be received in relation to the said business shall be on the account of and on behalf of the partnership.

14. **DISTRIBUTION OF PROFITS AND/OR LOSSES**
After finalization of the accounts of any year of the partnership, it shall distribute the Profits after adjusting all withdrawals made by the partners respectively according to their shares and in case there be any loss, then the partners shall pay to the partnership firm the losses in proportion to their respective shares.

15. **DRAWINGS**
The partners shall be entitled to make drawings from time to time according to mutual arrangement and availability of funds and the sum so drawn shall be debited to their respective accounts.

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RESTRAINT ON PARTNERS

- None of the partners without the mutual written consent of the other partners shall be entitled to:
- i) Withdraw any suit or proceeding filed on behalf of the partnership or against it or in respect of any of the properties of the partnership business.
 - ii) Enter into any bond, confess judgment, or become bound as bail and/or stand surety or security with or for any person or persons in his representative capacity on behalf of the partnership.
 - iii) Lend any money belonging to the partnership to any outsider with whom the other partners have decided not to deal and/or trust.
 - iv) Have dealings with or give credit (on behalf of the partnership) to any person or concern who or which the other partners have decided not to deal with and/or trust.
 - v) Transfer immovable property belonging to the partnership.
 - vi) Admit any liability in a suit or proceeding against the partnership and
 - vii) Acknowledge any debt due from the partnership so as to extend the period of the limitation for instituting legal proceedings against the partnership.
- b) Any partner committing any breach of any of the foregoing stipulations shall indemnify the other partners from all losses and expenses on account thereof.
- c) None of the partners hereof shall without the consent in writing of the other partners hereof, sell, mortgage, charge, encumber, alienate, transfer and/or otherwise deal with his/her share in the firm or any part thereof to any outsider.
- d) None of the partners hereof shall bind the partnership assets in any way except for the benefit of the firm.

17. ADMISSION/RETIREMENT/DEATH OF PARTNERS

- i. The partners with mutual written consent and on such terms and conditions as they shall decide take in any new partner or partners in the said partnership.
- ii. Any of the parties hereto shall be entitled to retire from the partnership firm upon giving thirty days notice, in writing, subject to the acceptance of

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remaining partners or as may be mutually agreed upon between the parties hereto from time to time.

- iii. The retirement of any partner shall not dissolve the said partnership business and the said partnership business shall continue with the remaining partners and/or by taking in any other person and/or persons as partner/s of the said partnership business.
- iv. In the event of any of the parties retiring, the partner so retiring shall only be entitled and/or liable to the extent of the share or profits/losses, if any, of the partnership business and also the capital Contribution (subject however to adjustment of drawings) but shall have no right over and in respect of the Goodwill and other assets and properties of the said partnership business.
- v. In the event of death of any partner, the partnership shall not stand dissolved but shall be carried on by the surviving partners alongwith one of the heirs of the deceased partner. In the event of any their heirs of the deceased partner is not willing to be a partner of the said partnership business and/or the heirs of such deceased partner are unable to nominate any of the heirs of the deceased partner to become a partner of the said partnership business then and in that event the accounts of the deceased partner shall be gone into and settled and the said partnership business will be continued by the remaining partners and the share of the deceased partner shall stand distributed amongst the continuing partners proportionately.
- vi. In the event of a Company being a partner is directed to be wound up or an Official Liquidator is appointed over and in respect of the affairs of such company then and in that event such Company shall cease to be a partner and neither the Official Liquidator nor any person claiming through or under the said Company shall be entitled to have any claim over and in respect of the assets and properties of the partnership business.

18. SETTLEMENT OF ACCOUNTS WITH RETIRED, INSOLVENT OR LEGAL REPRESENTATIVES OF DECEASED PARTNER

- a) The share of the retiring/insolvent/deceased partner in the properties and the assets of the partnership shall be determined by drawing up a profit and loss account upto the date of retirement/insolvency or death (as the case may be) as

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also a Balance Sheet on such date and the amount so determined shall be paid by the continuing or surviving partners to the retiring or insolvent partner or to the legal representative of the deceased partner within two years or such other period as may hereafter be agreed from the date of retirement insolvency or death (as the case may be) together with interest at the rate of twelve percent per annum or at such rate as may be hereafter agreed between the partners on such determined amount from such date until payment and on such payment having been made the share of the retiring insolvent or deceased partner shall vest entirely and exclusively in the continuing or surviving partners whether or not a formal discharge has been obtained from the retiring or insolvent partner or the legal representative of the deceased partner PROVIDED HOWEVER that in computing the total amount payable to such retiring/insolvent partner or the legal representatives of a deceased partner as stated above the share of goodwill shall be taken as Nil.

b) The Accounts of the said Partnership Business as certified by the Chartered Accountants and/or Auditors of the partnership business shall be final conclusive and binding on all the parties hereto including retiring, insolvent and/or deceased partner and in no event any of the parties shall be entitled to dispute or challenge the said accounts or any part thereof unless there is a manifest error discovered later on.

19. GOOD FAITH

Each partner's shall: -

- a) employ himself diligently in the business
- b) use his best endeavors to promote the business of the partnership
- c) 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
- d) No partner without the written consent of the other shall:
 - i) Engage or enter into any contract to dismiss any employee
 - ii) Enter into any agreement which may expose the partnership to any risk or liability
 - iii) Forgive the whole or any part of any debt or sums due to the partnership

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Excepting in the ordinary course of business, borrow any amount or dispose of any of the partnership's assets and properties

- v) 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.
- vi) Enter into any bond or become bail or surety for any person or compromise or compound or release any debt due to the partnership.
- vii) 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.
- viii) 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.
- ix) Assign, charge or mortgage his interest in the partnership.



20. DISPUTE RESOLUTION

All disputes and differences regarding the interpretation scope or effect of any of the terms and conditions of this Deed or the rights liabilities and obligations of the partners hereto either during the subsistence of the partnership or after its cessation and/or dissolution shall be referred to the arbitration and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment thereto for the time being in force.

Courts at Kolkata shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

21. ALTERATION OF TERMS

All or any of the terms and conditions herein contained not affecting the validity or essence of this partnership may be varied altered rescinded modified and/or added by mutual consent of the parties herein to be expressed in writing.

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APPLICABILITY OF THE PARTNERSHIP ACT

In all matters not expressly modified for herein the provisions of the Partnership Act 1932 shall apply.

Words expressing singular shall include plural and masculine include feminine and vice versa.



SCHEDULE

PART - I

ALL THAT the Municipal Premises No. 18 and 19 Gobra Gorasthan Road, Kolkata 700 046 containing by estimation an area of 4 bighas 7 cottahs 6 chittacks 12 sq.ft. (more or less) together with all structures standing thereon within the limits of Kolkata Municipal Corporation under Ward No. 59, P.S. Topsia and butted and bounded in the manner following:-

- ON THE NORTH** : partly by Premises No's. 56, 54, 52, 50, 48, 46 and 44 Christopher Road
- ON THE EAST** : Premises No. 20 Gobra Gorasthan Road
- ON THE SOUTH** : Premises No. 14 Gobra Gorasthan Road and Premises No's 17B, 17C and 17D Gobra Gorasthan Road
- ON THE WEST** : Premises No. 42 Christopher Road

PART - II

ALL THAT the Municipal Premises No. 15B Gobra Gorasthan Road, Kolkata - 700 046 containing by estimation an area of 2 cottahs 7 chittacks (more or less) together with all structures standing thereon within the limits of Kolkata Municipal Corporation under Ward No. 59, P.S. Topsia and butted and bounded in the manner following:-

- ON THE NORTH** : By Premises No. 56 Christopher Road (formerly numbered as 19 Christopher Road),
- ON THE EAST** : By 7 feet wide passage thereafter Premises No. 18 Gobra Gorasthan Road
- ON THE SOUTH** : By remaining portion of Premises No. 15B Gobra Gorasthan Road
- ON THE WEST** : By Premises No. 19 Gobra Gorasthan Road

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Kolkata

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PART - III

ALL THAT the Municipal Premises No's. 18, 19 and 15B Gobra Gorasthan Road, Kolkata - 700 046 containing by estimation an area of 4 Bighas 8 cottahs 5 chittacks and 12 sq.ft (more or less) together with all structures standing thereon within the limits of Kolkata Municipal Corporation under Ward No. 59, P.S. Topsia and butted and bounded in the manner following:-

- ON THE NORTH** : partly by Premises No's. 56, 54, 52, 50, 48, 46 and 44 Christopher Road
- ON THE EAST** : Premises No. 20 Gobra Gorasthan Road
- ON THE SOUTH** : Premises No. 14 Gobra Gorasthan Road and Premises No's 17B, 17C and 17D Gobra Gorasthan Road
- ON THE WEST** : Premises No. 42 Christopher Road

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED by the
FIRST PARTNER at Kolkata in presence of:-

K. Khara.
(KAUSHIK KHARA)
1, Sarojini Naidu Sarani
Kolkata - 17

Sandeep Aggarwal

SIGNED SEALED AND DELIVERED by the
SECONDPARTNER at Kolkata in presence of:-

K. Khara.
(KAUSHIK KHARA)
1, Sarojini Naidu Sarani
Kolkata - 17

A Aggarwal

SIGNED SEALED AND DELIVERED by the
THIRD PARTNER at Kolkata in presence of:-

ARINDAM GHOSH
1, Sarojini Naidu Sarani
Kolkata - 700017.

Vikas Bani

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Govt. of India
Sardar Court
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SIGNED SEALED AND DELIVERED by the
FOURTH PARTNER at Kolkata in presence of:-

[Signature]
ARINDAM GHOSH
1, Sarojini Naidu Sarani
Kolkata - 700017.



SIGNED SEALED AND DELIVERED by the
FIFTH PARTNER at Kolkata in presence of:-

[Signature]
(BIPLAB KANTI DAS)
1, Sarojini Naidu Sarani
Kolkata - 700017.

FOR AGW REALTORS PVT. LTD.
[Signature]
DIRECTOR

SIGNED SEALED AND DELIVERED by the
SIXTH PARTNER at Kolkata in presence of:-

[Signature]
(BIPLAB KANTI DAS)
1, Sarojini Naidu Sarani
Kolkata - 700017.

for Dhiraj Agencies (P) Ltd
[Signature]
Director

SIGNED SEALED AND DELIVERED by the
SEVENTH PARTNER at Kolkata in presence of:-

[Signature]
ARINDAM GHOSH
1, Sarojini Naidu Sarani
Kolkata - 700017

For VENUS COMPLEX PVT. LTD.
[Signature]
Director

Q HASSAN
Notary Regd. No. 4312/07
Govt. of India
Sealdah Court
Kolkata

Signature of Executants
Attested or Identification by
LL. Advocate *[Signature]*
At Sealdah Court
Kolkata

IDENTIFIED BY MR.
[Signature]
Advocate

11 JUN 2015

11 JUN 2015