

NOTARIAL CERTIFICATE

S. No. 106 2017

TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Govt. of West Bengal to practice as a Notary, do hereby certify that the paper writings collectively marked 'A' annexed hereto hereinafter called the paper writings 'A' are presented before me by the executant(s).

Benchmark Developers Pvt. Ltd. of
BA-152, Sector-I, Salt Lake City,
Kolkata - 700 064 and others.

IN THE MATTER OF
DEED OF PARTNERSHIP

the executant(s) on this 3rd Day of April hereinafter referred
Two thousand seventeen

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identity of the executant(s) I have attested the execution.

AN ACT WHEREOF being required of Notary, I have granted. THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF, I the said Notary, have hereunto set and subscribed my name and affixed my seal of office on this 3rd day of April 2017



B. N. SAHA

03/4/2017
B. N. SAHA
M.A., L.L.B.
(Govt. of West Bengal)
Regn. No. 23 / 02
BIKASH BHABAN
North Block, Gr. Floor
Bidhannagar
Kolkata - 700 091
(W.B.) India



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 888676



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this day, the 1ST day of April Two Thousand Seventeen AMONGST -

1. **BENCHMARK DEVELOPERS PRIVATE LIMITED [PAN: AACCB6206E]** incorporated under Companies Act, 1956, having its Registered Office at BA-152, Sector - I, Salt Lake City, Kolkata - 700 064, P.O. Bidhannagar, P.S., Bidhannagar (North), Dist. 24-Parganas (North) and having its **CIN: U45209WB2004PTC098357** (which expression shall unless excluded by or repugnant to the context be deemed to mean to include their respective successor and/or successors in office/ interest and assigns) of the **FIRST PART**.

B. N. SAHA
NOTARY

Bidhannagar
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

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10 3 APR 2017

197293

Sl. No.

Name: Benchmark Developers

Address: BA-132 Salt Lake.

Kolkata

Rs. 100/-

Kolkata Collectorate,
11, Netaji Subhas Rd.,
Kolkata-1

Arup Kr. Saha
Licensed Stamp
Vendor.

Date:

15 MAR 2011



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land
17-03



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



X 888675

2. **MADHURI NIRMAN PRIVATE LIMITED [PAN: AAHCM9539J]** incorporated under Companies Act, 1956, having its Registered Office at BA-152, Sector – I, Salt Lake City, Kolkata – 700 064, P.O. Bidhannagar, P.S., Bidhannagar (North), Dist. 24-Parganas (North) and having its **CIN: U70109WB2011PTC164192** (which expression shall unless excluded by or repugnant to the context be deemed to mean to include their respective successor and/or successors in office/ interest and assigns) of the **SECOND PART**.
3. **AMRITA REALTY PRIVATE LIMITED [PAN: AAKCA5874B]** incorporated under Companies Act, 1956, having its Registered Office at BA-152, Sector – I, Salt Lake City, Kolkata – 700 064, P.O. Bidhannagar, P.S., Bidhannagar (North), Dist. 24-Parganas (North) and having its **CIN: U70109WB2011PTC164099** (which expression shall unless excluded by or repugnant to the context be deemed to mean to include their respective successor and/or successors in office/ interest and assigns) of the **THIRD PART**.
4. **AMRITA CHAMBERS PRIVATE LIMITED [PAN: AALCA1760F]** incorporated under Companies Act, 1956, having its Registered Office at BA-152, Sector – I, Salt Lake City, Kolkata – 700 064, P.O. Bidhannagar, P.S., Bidhannagar (North), Dist. 24-Parganas (North) and having its **CIN: U70109WB2012PTC185837** (which expression shall unless excluded by or repugnant to the context be deemed to mean to include their respective successor and/or successors in office/ interest and assigns) of the **FOURTH PART**.

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Bikash Bhawan
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

03 APR 2017

197292

Sl. No.

Name: Benchmark Developers

Address: BA-152, Salt Lake,

Kat-6p

Rs. 100/-

Kolkata Collectorate,

11, Netaji Subhas Rd,

Kolkata-1

Date: 15 MAR 2011

Sanjay Kr. Saha

Licensed Stamp

Vendor:

15 MAR 2011

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5. **SANTOSH TOWER PRIVATE LIMITED [PAN: AARCS5325G]** incorporated under Companies Act, 1956, having its Registered Office at BA-152, Sector – I, Salt Lake City, Kolkata – 700 064, P.O. Bidhannagar, P.S., Bidhannagar (North), Dist. 24-Parganas (North) and having its **CIN: U70109WB2011PTC164195** (which expression shall unless excluded by or repugnant to the context be deemed to mean to include their respective successor and/or successors in office/ interest and assigns) of the **FIFTH PART**.
6. **GREENERY SQUARE PRIVATE LIMITED [PAN: AAGCG5245C]** incorporated under Companies Act, 2013 having its Registered Office at BA-152, Sector – I, Salt Lake City, Kolkata – 700 064, P.O. Bidhannagar, P.S., Bidhannagar (North), Dist. 24-Parganas (North) and having its **CIN: U70109WB2016PTC217438** (which expression shall unless excluded by or repugnant to the context be deemed to mean to include their respective successor and/or successors in office/ interest and assigns) of the **SIXTH PART**.
7. **GREENERY STRUCTURE PRIVATE LIMITED [PAN:AAGCG5246B]** incorporated under Companies Act, 2013, having its Registered Office at BA-152, Sector – I, Salt Lake City, Kolkata – 700 064, P.O. Bidhannagar, P.S., Bidhannagar (North), Dist. 24-Parganas (North) and having its **CIN: U70103WB2016PTC217489** (which expression shall unless excluded by or repugnant to the context be deemed to mean to their respective successor and/or successors in office/ interest and assigns) of the **SEVENTH PART**.
8. **GREENERY PLAZA PRIVATE LIMITED [PAN: AAGCG5247A]** incorporated under Companies Act, 2013, having its Registered Office at BA-152, Sector – I, Salt Lake City, Kolkata – 700 064, P.O. Bidhannagar, P.S., Bidhannagar (North), Dist. 24-Parganas (North) and having its **CIN:U70109WB2016PTC217487** (which expression shall unless excluded by or repugnant to the context be deemed to mean to include their respective successor and/or successors in office/ interest and assigns) of the **EIGHTH PART**.
9. **GREENERY ELEVATION PRIVATE LIMITED [PAN: AAGCG5248R]** incorporated under Companies Act, 2013, having its Registered Office at BA-152, Sector – I, Salt Lake City, Kolkata – 700 064, P.O. Bidhannagar, P.S., Bidhannagar (North), Dist. 24-Parganas (North) and having its **CIN: U70103WB2016PTC217488** (which expression shall unless excluded by or repugnant to the context be deemed to mean to include their respective successor and/or successors in office/ interest and assigns) of the **NINTH PART**.
10. **SRI SANTOSH KUMAR JAISWAL [PAN: ACSPJ6607N]** son of Chhotelal Jaiswal residing at Prasad Exotica, Block VI, Flat no 6A, 71/3 Canal Circular Road, Kolkata - 700 054 South 24 Parganas (which expression shall unless excluded by or repugnant to the context be deemed to mean to include his heirs, legal representatives, executors, administrators and assigns) of the **TENTH PART**.

03 APR 2017



WHEREAS

The parties hereto of the first part to fifth part have been carrying on business in co-partnership under the name and style of Benchmark Developers having its place of business at BA – 152, Salt Lake, Sector 1, Kolkata – 700 064 in terms of Deed of Partnership dated 22nd March 2016

AND WHEREAS

The parties hereto of the First, Second, Third, Fourth and Fifth part hereinafter refer to as the "existing partners" with intent to expand their business, have approached the parties hereto of the Sixth, Seventh, Eighth, Ninth & Tenth part referred to as the incoming partners to join them for the purpose of carrying on business of co-partnership of real estate development.

AND WHEREAS

The incoming partners i.e. parties of Sixth part to the Tenth Part have agreed to join as partners with the existing partners of the said partnership firm BENCHMARK DEVELOPERS having its place of business at BA – 152, Salt Lake, Sector 1, Kolkata – 700 064.

AND WHEREAS

It is agreed and recorded that all the partners hereby acknowledge and confirm that all the assets and liabilities of the said Partnership Firm known as BENCHMARK DEVELOPERS have been ascertained upto 31st March 2017 and have been agreed upon by all the partners herein.

AND WHEREAS

It is agreed and recorded that the goodwill, assets and liabilities and the share in the Profit and Loss "existing partners" of the said Partnership Firm BENCHMARK DEVELOPERS shall vest with the Partners hereto in the proportion as agreed hereinafter.

AND WHEREAS

In pursuance of the said agreement the existing partners & incoming partners have agreed to carry on business in co-partnership on the terms and conditions as stated hereunder.

NOW THIS INDENTURE WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS.

1. **THAT** the partnership constituted by these presents shall carry on its business under the name and style of **BENCHMARK DEVELOPERS** (hereinafter called the firm) with the Head Office at 31/F Ramkrishna Samadhi Road Kolkata – 700 054, P.O. Kankurgachi, P.S., Phoolbagan for the time being which may be shifted to place or places if otherwise decided amongst the parties mutually. Branch or branches of the firm may be opened at place or places as may be decided between the parties from time to time.

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 North Block, Gr. Floor
 Bidhannagar, Kolkata
 West Bengal

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THAT the business of partnership Firm shall be mainly to carry on business of construction, Land Promotion and Development and all kind of activities relating to Real Estate and other allied works.

3. **THAT** the business of partnership firm shall be deemed to have been commenced with effect from 1st April, 2017 and it shall be a Partnership at WILL.
4. **THAT** there will be no Fixed Capital of the Partnership Firm. That partner/s of the firm will not get interest on their capital and in case of over drawn capital no partner will pay the interest to the firm.
5. **THAT** the profits or losses of the firm shall be divided amongst the parties as follows

<u>NAME OF THE PARTNERS</u>	<u>SHARING RATIO</u>
I. BENCHMARK DEVELOPERS PRIVATE LIMITED	5 %
II. MADHURI NIRMAN PRIVATE LIMITED	5 %
III. AMRITA REALTY PRIVATE LIMITED	5 %
IV. AMRITA CHAMBERS PRIVATE LIMITED	5 %
V. SANTOSH TOWER PRIVATE LIMITED	5 %
VI. GREENERY SQUARE PRIVATE LIMITED	5 %
VII. GREENERY STRUCTURE PRIVATE LIMITED	5 %
VIII. GREENERY PLAZA PRIVATE LIMITED	5 %
IX. GREENERY ELEVATION PRIVATE LIMITED	5 %
X. SANTOSH KUMAR JAISWAL	55 %

6. **THAT** with consent of all the parties loan and / or advances may be taken from Bank, Government, Financial Corporation, Business firm, Individuals, Constituents etc., at the rate of interest and other terms as agreed with the parties. Any loan taken from any partner shall also carry interest as agreed upon and the entries for all such transactions must be recorded in book of accounts immediately.
7. **THAT** the account or accounts of the firm may be opened with any of the Bank or Banks and it may be operated by any or all of the partners or their Authorized Representative (s). The Bank or Banks will honour all cheques, and/or endorsements, discharges, orders and / or instructions on behalf of the firm, drawn under the signature of any or all of the party hereto.
8. **THAT** the firm shall not be responsible for the personal liabilities and debts of its partners in any form whatsoever. If the firm is made liable in any form the concerning partner shall compensate the firm fully for such losses incurred by the firm in this behalf.
9. **THAT** in case of any partner willing to retire from the partnership may do so by giving one month notice to the other partner and remaining partners shall continue and carry on with the business of the firm as they desire.

B. N. SAHA
NOTARY
Bharati Bhawan
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

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10. **THAT** no partner can mortgage, sell transfer his share without consent from other partners in writing. Further the right of tenancy in any of the firm property or any such other property held for the business of partnership whether jointly or individually will not be surrendered without the consent from other partners in writing.
11. **THAT** the accounting year of the firm shall and observed on 31st March, every year when the account of the firm shall be distributed in accordance with the profit & loss sharing ratio of the partners as described in para 5 here in above.
12. **THAT** proper and regular books of accounts shall be kept and maintained by the firm. The said books of accounts, papers and documents belonging to the firm shall be kept at the place or business of the firm which shall be open for inspection of the partners at all reasonable time.
13. **THAT** all the partners shall indemnify the firm for the losses incurred by their willful neglect and / or fraud in the conduct of the business.
14. **THAT** the death, winding up or retirement of the partner or partners shall not operate dissolution of the firm and all unpaid interest and profits, capital etc., belonging to him/them up to the date of his death and/or winding up or retirement shall be paid by the remaining partner/s to him/them or his/their representative/s as the case may be after making proper adjustment for the Doubtful debts and the valuation of the assets of the firms as may be agreed upon mutually.
15. **THAT** in case of the death or insanity of a partner or partners the heirs and legal representatives of such deceased or insane partner will be taken as partner or partners in the firm on the same terms & condition as agreed upon between the parties.
16. **THAT** any of the terms & conditions or stipulations made under deed of partnership may be changed, altered or amended from time to time as per mutual consent of the parties.
17. **THAT** all out going and expenses of the firm and all losses including depreciation etc., shall be paid out of the profit of the firm first and next from the partners capital till any further deficit hereafter shall be met by the parties themselves as per their profit sharing ratio shown in clause 5 herein above.
18. **THAT** all the partners shall look after the business of the firm and manage its works and affairs smoothly.

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NOTARY
Bhuvan
North Block
Bidhanagar, Kolkata
West Bengal

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THAT any of the partners may represent the firm before Income Tax Officer, Revenue Officer, Government Dept., Court of Law Civil and Criminal and all other corporate or non-corporate bodies, Business firms etc.

- 20. THAT in case of any dissensions amongst the partners, the matter will be decided by Arbitration according to Indian Arbitration & Conciliation Act 1996.
- 21. THAT save and except the terms & conditions or stipulations stated above, the provisions of the Indian partnership Act. 1932 shall apply to this deed also.

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 AND SEALED BY THE PARTNERS AT KOLKATA
In the presence of:

Witness:

In terms of Board Resolution Dated 22.03.2017
For BENCHMARK DEVELOPERS PVT. LTD.
AJ *Amrita Jaiswal*
(Authorized Signatory/Director)
Party of the FIRST PART)

In terms of Board Resolution Dated 22.03.2017
Madhuri Suman Pvt. Ltd
Santosh Kumar Jain
Authorized Signatory
(Party of the SECOND PART)

In terms of Board Resolution Dated 22.03.2017
AMRITA REALTY PVT. LTD.
Santosh Kumar Jain
Authorized Signatory
(Party of the THIRD PART)

B. N. SAHA
NOTARY
Bikash Bhawan
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

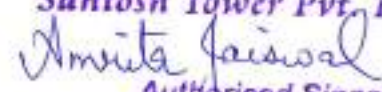
03 APR 2017




In terms of Board Resolution Dated 23.03.2017
Amrita Chambers Pvt. Ltd.

SKJ 
Authorised Signatory
(Party of the FOURTH PART)

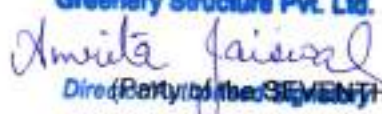
In terms of Board Resolution Dated 23.03.2017
Santosh Tower Pvt. Ltd.

AJ 
Authorised Signatory
(Party of the FIFTH PART)


In terms of Board Resolution Dated 30.03.2017

Greenery Square Pvt. Ltd.
AJ 
Director/Authorised Signatory
(Party of the SIXTH PART)

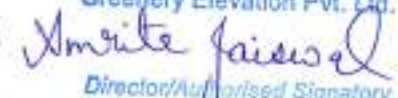
In terms of Board Resolution Dated 30.03.2017

Greenery Structure Pvt. Ltd.
AJ 
Director/Authorised Signatory
(Party of the SEVENTH PART)

In terms of Board Resolution Dated 31.03.2017

Greenery Plaza Pvt. Ltd.
SKJ 
Director/Authorised Signatory
(Party of the EIGHTH PART)

In terms of Board Resolution Dated 31.03.2017
Greenery Elevation Pvt. Ltd.

AJ 
Director/Authorised Signatory
(Party of the NINTH PART)


(Party of the TENTH PART)

Signature Attested by
me as a Notary

B. N. SAHA
NOTARY

03 APR 2017

B. N. SAHA
NOTARY

Bikash Bhawan
North Block, 6th Floor
Bidhanagar, Kolkata
West Bengal

10 3 APR 2017

Date

Day of

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In the Matter of :
Instrument 'A'
and
In the Matter of

NOTARIAL CERTIFICATE



B. N. SAHA

M.A., L.L.B.

(Govt, of West Bengal)

Regn. No. 23 / 02

BIKASH BHABAN

North Block, Gr. Floor,

Bidhannagar

Kolkata - 700 091

(W.B.) India

Mob. : 9830490607