

Serial No : 38



## NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME I, SRI BABLU KUMAR NASKAR, duly appointed by the Government of West Bengal as NOTARY and practising within the city of Kolkata, Union of Indian do hereby certify that the Paper Writings 'A' are

presented before me by the Executant (s),

M/s. Pinnaels Prime Projects, Represented by its Partners (1) Sri Subhendu Dey, s/o. Sri Anil Kr. Dey of 58. L-Ray Street, P.S. Amherst Street, Kolkata-6, & (a) Sri Mohit Barinala, s/o. Sri Bijayopal Barinala of 167, Chittaranjan Avenue, P.S. Jorasanko, Kolkata-7. --- Partners

who has/have been properly indentified hereinafter referred to as the Executant(s) this the

13 FEB 2012

THE EXECUTANT having admitted the Execution on the Paper Writings 'A' and being satisfied as to the Identity of the Executant(s), have attested the Execution 3

IN FAITH AND TESTIMONY WHERE OF, I SRI BABLU KUMAR NASKAR the said NOTARY have hereunto subscribed my name and of fixed my Seal of Office on this the

13 FEB 2012

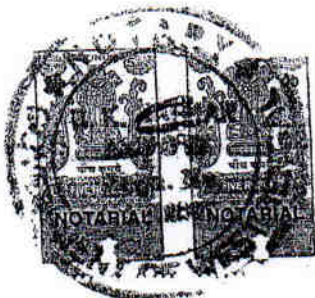
*B. K. Naskar*

NOTARY

SRI BABLU KUMAR NASKAR

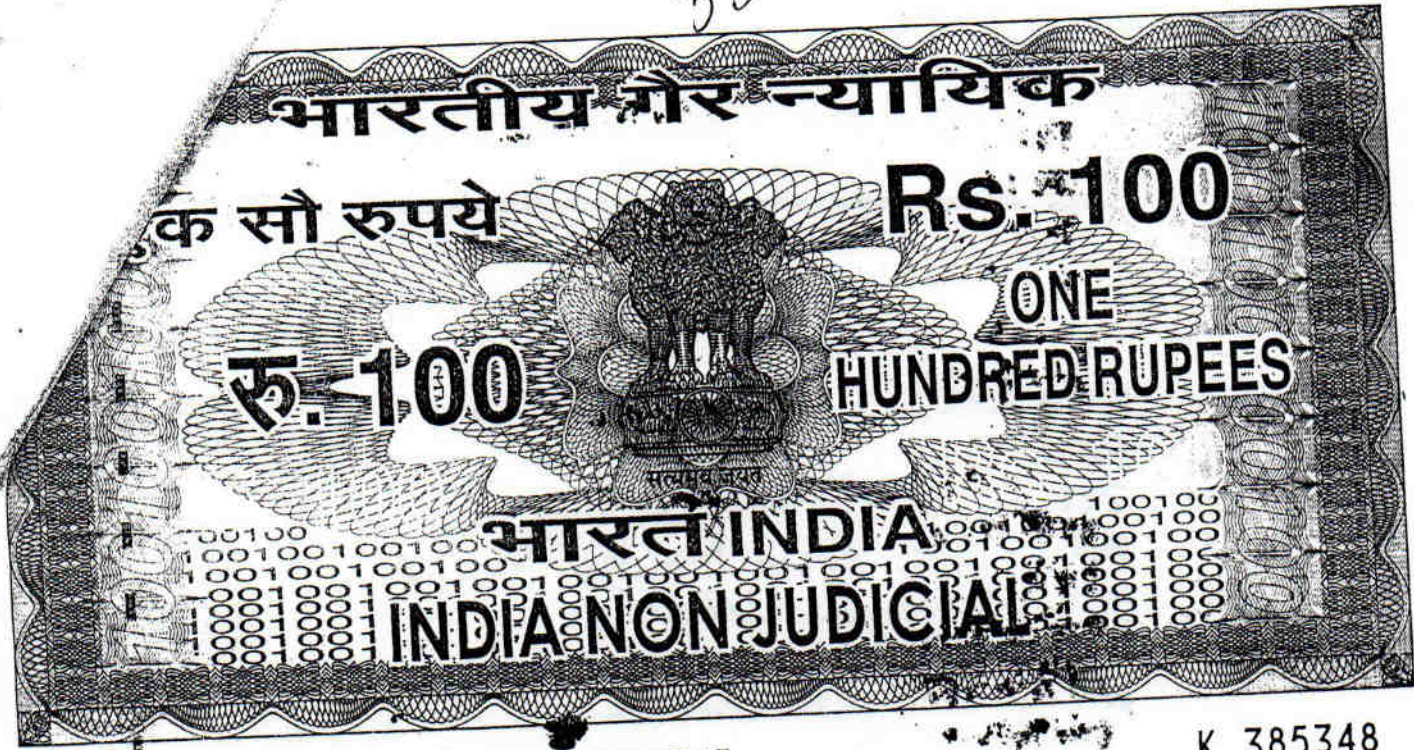
Regn. No. 102/2007  
Alipore Police Court,  
Kolkata- 700 027

Mob- 9830138209





38



पश्चिमबङ्गा पश्चिम बंगाल WEST-BENGAL

K 385348



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this 27th day of September, Two Thousand Eleven BETWEEN (1) SRI SUBHENDU DEY, son of Sri Anil Kumar Dey, by faith Hindu, by nationality - Indian, by occupation - Business, presently residing at Premises No. 5, D.L. Roy Street, Police Station - Amherst Street, Kolkata - 700006,



For PINNACLE PRIME PROJECTS

For PINNACLE PRIME PROJECTS

*Beinist*

Partner

Partner

*Subhendu Dey*

13 FEB 2012

*Beinist*

ক্রমিক নং 3073

তারিখ 24-8-2011

মূল্য: 1000

ক্রয়:

Sutendra Dey

বিক্রয়:

5 D.L. Roy Sr. - 6

ক্রেতা:

Ranjita Paul

বিক্রেতা:

স্বাক্ষর

ক্রয়:

স্বাক্ষর

ভেদাঙ্ক

ক্রয়

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23 AUG 2011

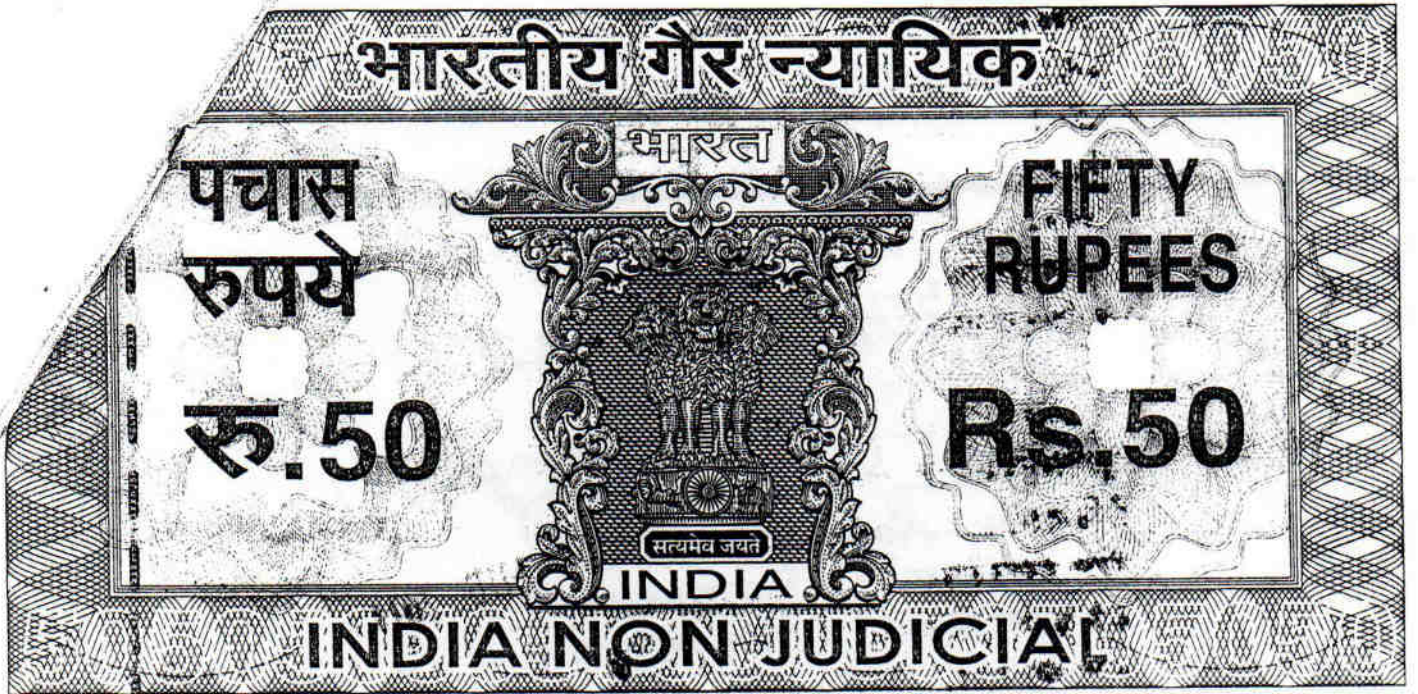
Co. 3073. BSM

Co. 3072. BSM

BSM

170000





पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

H 685894



(2)

hereinafter referred to as the party of the FIRST PART and 2) SRI MOHIT BERIWALA, son of Sri Brij Gopal Beriwalla, by faith - Hindu, by nationality - Indian, by occupation - Business, presently residing at premises no.167, Chittaranjan Avenue, Police Station - Jorasanko, Kolkata - 700007, hereinafter referred to as the party of the SECOND PART.

W H E R E A S the above parties have decided to carry on a business under the name and style of " PINNACLE PRIME PROJECTS " with its principal place of

For PINNACLE PRIME PROJECTS

*Beriwal -*

Partner

*Sukhendu Ray*

*Beriwal*



13 FEB 2012

For PINNACLE PRIME PROJECTS

Partner

ক্রমিক নং 3068 তারিখ 24-8-2011  
নং: 57  
ক্রয়: Sathendra Singh  
ঠিকানা: 5 D.L. Bldg. No-6  
ভেদার: Rangita Pan  
সাইনেস: স্যাম্প ভেদার  
কাসিপুর: কাসিপুর, আর অফিস

ভেদারে: গঞ্জিতা শাল  
ক্রয়কারের নাম: কাসিপুর  
টিকি নং: 24 AUG 2011  
সাম্প বরিশের তারিখ:  
সি.ডি. নং মোট বরিশের  
সাম্প যদি করা হইবে

Samb Singh

Rs 50 000



সংস্করণ: 2008



Business at Atghara Sukanto Park, P.O Dhalua, P.S – Sonarpore, Kolkata – 700152, with effect from the 1st day of April, 2011;



AND WHEREAS the parties hereto deem it proper to reduce all the terms and conditions on which they have agreed to work in partnership with effect from 1st day of April, 2011 to writing by means of Deed of Partnership;

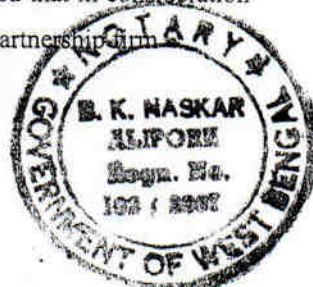
NOW THIS INDENTURE WITNESSETH AND THE PARTIES HERETO HEREBY AGREE as follows :-

1. That the firm name shall be 'PINNACLE PRIME PROJECTS' and its principal place of business shall be at Atghara Sukanto Park, P.O Dhalua, P.S – Sonarpore, Kolkata – 700152, or at such other place or places as shall be found more convenient and agreed as may be decided by the partners from time to time.
2. That the Partnership shall be AT WILL and shall be deemed to have commenced on and from 1st day of April, 2011.
3. That the business of the Partnership will ordinarily be that of Civil Contractors, consultants and Developers but the Partners shall have the option to embark upon any new line of business and open and close branches and all the terms and conditions of the Partnership shall apply to them.
4. That the parties hereto shall contribute such sums of money towards the capital of the Partnership as may be mutually agreed upon and such contribution shall carry interest @12% per annum, unless otherwise mutually decided by the Parties hereto.
5. That the parties hereto shall participate in the profits and Losses of the Partnership as ascertained from year to year to follows :

First Party	---	50% (Fifty)
Second Party	---	50% (Fifty)

6. (a) That the parties hereto of the First Part, Second Part have agreed to work in the partnership firm as working partners. It is hereby agreed that in consideration of their devoting time and attention to the business of the partnership firm

*Bevial*      *Subhendu Singh*



For PINNACLE PRIME PROJECTS

*Bevial*

Partner

For PINNACLE PRIME PROJECTS FEB 2012



entitled hereunder and also in working in the partnership they be entitled to draw remuneration as under with effect from the 1st day of April, 2011.

The total yearly /annual remuneration payable to all the working partners shall be calculated with reference to the percentage of the book profit for each accounting year / period and same be computed in accordance with the method of calculation as laid down in Sub-clause (v) of the Clause (b) of Section 40 of the Income Tax Act, 1961 and the allowable remuneration shall be divided/distributed among the working partners as reproduced below as monthly salary. It is agreed that all the partners shall act as working partner who shall engage themselves actively in conducting the affairs of the partnership business and each of them shall be paid salary of Rs.6000/- per month unless otherwise mutually agreed upon by and between the parties hereto.

(b) That all the working partners shall be further entitled to a commission at the end of each year after including the total amount of salary payable to the aforesaid partners during the year shall be equal to the sum computed according to the method of computation as laid down in sub clause (v) of clause (b) of section 40 of the Income tax Act and as reproduced below :-

#### Method of Computation

- |   |  |
|---|--|
| 1) On the first Rs.300000/- of the Book Profit or in case of Loss | Rs.150000/- or at the rate of 90% of the Book Profit which ever is more. |
| 2) On the balance of the Book Profit                              | at the rate of 60%   |

Provided that if there is any amendment in the above given method of computation as laid down in sub clause (v) of clause (b) of section 40 of Income Tax Act, the same shall also stand substitutes accordingly in the Deed of Partnership with effect from the date of such amendment, unless and until otherwise decided by the partners hereto.

7. For the purpose of above calculation 'Book Profit' shall be computed in the manner laid in explanation 3 of section 40(b) of the Income Tax Act, 1961 and / or any other applicable provision as may be inforce for Income tax assessment of the partnership firm for the relevant accounting year / period.

The Partners shall be entitled to revise and / or reduce the above remuneration. The parties hereto may also agree to revise the mode of computation / calculation of the above

*Bevinud Subhendu dey*



For PINNACLE PRIME PROJECTS

For PINNACLE PRIME PROJECTS

*Bevinud*

Partner

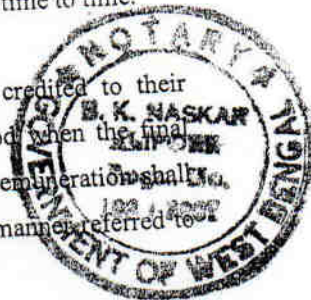
Partner

10 FEB 2012



remuneration as may be mutually agreed to among themselves from time to time.

The remuneration payable to the above working partners shall be credited to their respective capital accounts at the close of each accounting year/period when the final accounts of the partnership business are made up and the amount of remuneration shall fall due to them and/or each of them on determining the same in the manner referred to hereinbefore.



8. That all the expenses relating to the payment of Interest, salary, commission etc. paid or credited to the partners shall be debited to Profit and Loss Account of the Firm and taken into consideration in arriving at the net divisible profit or loss amongst the partners.

9. That if necessary, the Partners may by mutual consent and on such terms and conditions as they shall decide upon, take in any new partner(s) in the said Firm.

10. That the partnership shall be AT WILL and will continue so long as the partners may desire. In case any partner should desire to retire from the said partnership, he shall give at least one calendar month's notice in writing to this effect to other partner/s. In case of the death or retirement of one of the partners, the partnership business shall not be dissolved and other partner/s shall be entitled to continue and carry on the business of the said Firm.

11. That if any of the partners is adjudged an insolvent, he shall cease to be a partner on the date on which the order of his adjudication is made but the Firm shall not thereby be dissolved and the said partner shall be deemed to be a retiring partner as on the date of his adjunction and the provisions of clause (II) hereof shall apply.

12. In case of retirement or death or any of the Partner/s becoming lunatic and /or physically incapable, his rights and Interest in the partnership shall first vest in his wife, if alive, then in his son(s) and/or daughter(s), if surviving and lastly in the representative of his legal heirs and the wife/sons/daughter(s) legal representative of the deceased or lunatic or physically incapable Partner shall become partner(s) on the same terms and conditions as were applicable to the deceased / lunatic / physically incapable partner. If however, the wife / son(s) / daughter(s) / legal representative of the deceased or lunatic or physically incapable partner do or does not desire to joint the partnership, the share of such retiring or deceased or lunatic or physically incapable partner shall be divided.



*Bernind. Subhendu dey*

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amongst the other partner/s in their profit sharing ratio or in such other ratio as may be agreed upon mutually by the continuing partner/s.

13. That in case of retirement or death of any of the partners or refusal or unwillingness of his wife or son(s) or daughter(s) / legal representative or heirs to join the partnership he / she shall be entitled to the aggregate of :

- a) The capital standing to the credit of the retired or deceased partner on the date of such retirement or death; and
- b) His share of profit / loss from the business of the partnership till the date of such retirement or death.

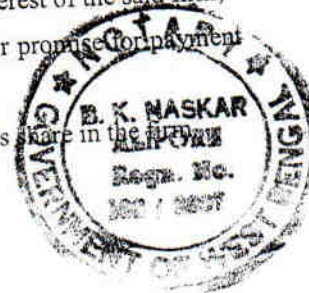
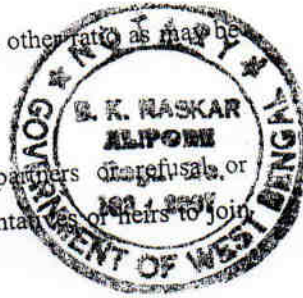
14. That in case of any loss suffered by any partner in excess of capital contributed by him, such excess shall be payable by the partner concerned at the time of retirement and in case of death of any partner such excess shall be payable by the heirs, executors or legal representatives of the deceased partner to the partnership.

15. That the amount due to the retired or deceased partner shall be paid to the retired partner or to his / her heirs, executors or legal representatives in 3(three) quarterly equal installments. The first installment shall be paid within three months from the date of retirement or death or within shorter time as may mutually be agreed upon by the parties hereto. Provided that the amount due to the retired or deceased partner shall be secured by creating a charge in favour of the retired partner or his / her heirs, executors or legal representatives on the assets of the Firm.

16. That the partners shall be just and faithful to each other in all matters and transactions relating to the partnership Firm.

17. That no partner shall without the written consent of other partner/s :-

- a) Acknowledge a debt so as to extend the period of limitation against the firm;
- b) Employ any money, goods or effects belonging to the partnership or engage credit thereof in any manner except on account and for the benefit and interest of the said firm;
- c) Except in ordinary courses of business, give any security or promise for payment of money on account of the firm; and
- d) Assign, charge, transfer, mortgage or otherwise alternate his share in the firm.



*Subhendu Singh*

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That the partnership Firm shall open a Bank Account or accounts which shall be operated by the party of the First Part jointly with the party of the Second Part

19. That each of the partners shall be jointly and / or severally entitled

a) To secure and arrange overdrafts from any Bank(s) against security of goods and stock-in-trade or otherwise on such terms and conditions as he / they shall think fit and to sign all papers and documents in connection therewith;

b) To borrow money and raise loans from any person, state or Central Government, financial corporation or any other public or private body;

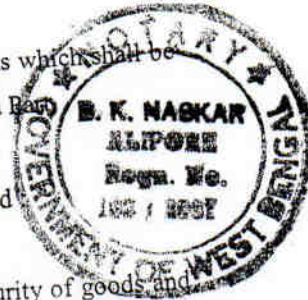
c) To sign draw, accept, negotiate, pay satisfy, or receive any bills of exchange, hundies, promissory notes, cheques, orders for payment or delivery of money, security or bills of lading or other negotiable or mercantile instruments for and on behalf of the firm in the usual course of business;

d) To ask, demand. Use for recovery and receive whether in cash, cheque, or any other mode from any Government Department, private establishment or legal authority all monies, dues, articles and things which shall be become due, owing and payable to or recoverable by the firm on any account and to give an effectual receipt of discharge for the same;

e) To apply for all, kinds of licenses and to secure them and also to apply for quota rights and for the purpose to appear before the authorities appointed for the same and to sign all papers in this connection.

f) To submit tenders before the Government department and to accept orders therefrom and for the purpose to appear before the authorities concerned and to sign all papers in connection therewith;

g) To appear and represent the firm before Commercial Tax, Income Tax, Customs and Excise authorities whether original or appellate and also to appear in any court or courts. Tribunal or Tribunals in connection with any suit or proceedings whether Civil or criminal in which the firm is interested and sign all papers, forms, documents, applications, bonds, returns etc. in connection with the said matters.



*Revised* *Subscribed by*

10 FEB 2012



To sign, execute and enter into all sorts of contracts, engagements and agreements relating to the business of the firm with any Government body, private establishment or local authority;

- i) To submit any dispute relating to the business of the firm to arbitration;
- j) To compromise or settle any debt to the partnership and grant discharge thereof;
- k) To act on behalf of the firm generally.

20. That the stock -in-trade, capital and property of the said partnership as well as of a partner shall In no way be liable for the personal debt of other partner(s).

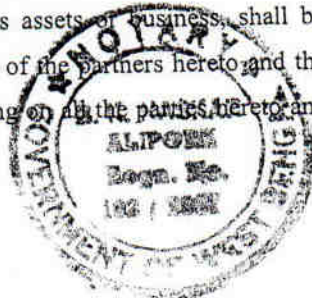
21. That the partners shall maintain regular books of accounts and proper entries shall be made therein of all receipts, payments, transactions, engagements and properties of the partnership and the said books of account, all receipts, papers and writings shall be kept at the office of the partnership firm and every partner or his agent shall have free access at all reasonable times to read, inspect, examine and copy the same.

22. That the partners shall have EQUAL RIGHTS in the control and management of the said partnership business.

23. That at the end of each financial year the books of account shall be closed and profit and loss account shall be drawn up and profit ascertained for the year shall be distributed / credited amongst the partners according to their respective share as laid down in clause 5 hereinbefore. In case of loss they shall bear the same according to their respective shares.

24. That all disputes and differences regarding the partnership which may arise during the continuance of the partnership business or thereafter between the partners or their respective representatives or heirs with regard to the construction or interpretation of these presents or as to conduct of the business of touching the rights and liabilities of other interest of the partners or as to any other things or matters relating to the said partnership including its dissolution or winding up or its assets or business, shall be decided by ARBITRATORS one to be appointed by each of the partners hereto and the decision taken by such arbitrators shall be final and binding on all the parties hereto and their respective representatives / heirs.

*Berish Subhendu Singh*



13 FEB 2012



That all or any of the terms and conditions of this Deed may be MODIFIED, ALTERED OR VARIFIED AND ANY NEW TERMS AND CONDITIONS MAY BE ADDED TO by the mutual consent of the parties hereto, to be expressed either in writing or implied from conduct.

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

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED PARTIES IN THE PRESENCE OF :

*Subendu Deu*

(SUBHENDU DEY)

1) Aniket Bhattacharya.  
S/o. SWAPAN BHATTACHARYA.  
52, Sahid Nagar, Khanpur Road,  
Kolkata - 700047.

*Beriwala*

(MOHIT BERIWALA)

For PINNACLE PRIME PROJECTS

*Beriwala*

Partner

*Witnessed by me*  
*[Signature]*  
Advocate

For PINNACLE PRIME PROJECTS

Partner

S.Y.L. (S)/Munimata) 25/12/07  
document attested by me as identification  
*[Signature]*  
E. K. NASKAR  
Notary, Alipore  
West of West Bengal, Regn No. 102/1/07  
Alipore Police Court  
Kolkata - 700017



*Beriwala*

13 FEB 2012



DATED THIS 27<sup>th</sup> DAY OF September.

BETWEEN

SRI SUBHENDU DEY

AND

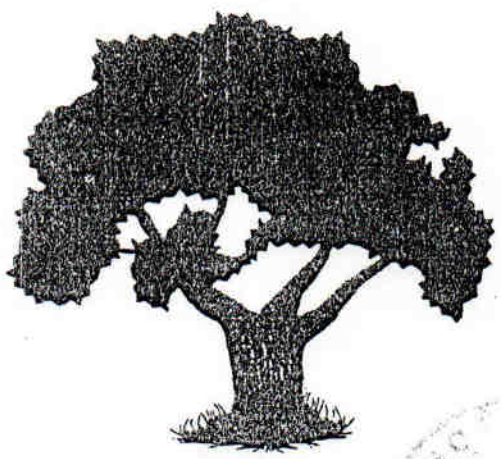
SRI MOHIT BERIWALA

DEED OF PARTNERSHIP

S. K. CHATTERJEE  
SOLICITOR & ADVOCATE,  
6, OLD POST OFFICE STREET,  
KOLKATA-700 001

THE ..... DAY OF .....  
ALIPORE

**Paper Writings 'A'  
&  
The Relative Notarial  
Certificate**



***B. K. Naskar***

Advocate

ALIPORE POLICE COURT  
Kolkata - 700027



**NOTARY**

Govt. of West Bengal  
Regd. No. 102/2007

**ADDRESSES**

Alipore Police Court  
District Bar Association  
(1st Floor)  
Kolkata - 700027  
Phone : 2479-1477

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2, Naskar Para,  
Garfa Main Road,  
Kolkata - 700078

Mob- 9830138209