

SANKAR KUMAR DAS

LL.B Advocate,
Judges Court, Barasat
and
Notary Public North 24 Parganas
Kolkata - 700 124
West Bengal
India

Office / Residence:
Aswinipally, School Road
Natunpukur, Barasat
North 24 Parganas
Kolkata - 700 124

NOTARIAL NOTARIAL

NOTARIAL CERTIFICATE

(Persuant to Section 8 of the Notaries Act 1952)

2162

Know all men by These Presents that, I Sri S. K. Das, Advocate duly appointed by the Government of West Bengal as a Notary being authorised to exercise subject to the provisions of the Notaries Act, 53 of 1952 and the Notaries Rules, 1956 made thereunder in and throughout the District of North 24 Parganas in the State of West Bengal within the Union of India, do here-by verify, authenticate, certify and attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate & attest that the annexed Instrument marked 'A' is executed by-

Sri Sisir Das, son of late Gour Das
of Vivekananda Sarani, PO - Udayrajpur
PS - Madhyamgram, Dist - North - 24 - P.S.
KOL - 129 (First part) and other part
i.e. Second part.

PRIMA FACIE the annexed Instrument 'A' appears to be in the usual procedure to serve and avail as needs occasions shall or may require for the same,

IN FAITH AND TESTIMONY WHEREOF being required of a Notary,
I the said NOTARY do hereby subscribe my hand and affix my seal
of office at Barasat on this the 18th day of August 2016

SANKAR KUMAR DAS

NOTARY PUBLIC
GOVT. OF WEST BENGAL
REGISTRATION NO. - 19/1996

ATTESTED

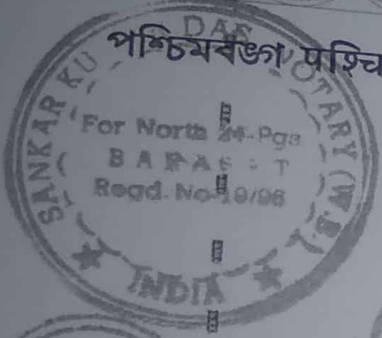
S. K. DAS

Notary (W.B.)

Barasat, North 24 P.S.

Regd. No. - 19/96

18 AUG 2016



U 241128



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this the 18th day of August of Two Thousand and Sixteen (2016) A. D.

BETWEEN

2162
18 AUG 2016



নম্বর : 5250
সন ও তারিখ : 10 AUG 2015
জেতার নাম : Sisho Sen
ঠিকানা : Yadayajpur
মূল্য : 1000/-
জেতা : Sisho Sen
বাবাসা : Sisho Sen
জেতা : Sisho Sen

খরিদ তার : 10 AUG 2015
মোট টাকায় খরিদ : 1000000
জেতারী বাবাসা :
জেতার : শ্রী সশীট বোস

পাশাপাশি কপি...
মোট টাকায় বা বাবাসা...
নিম্নের মোজারের টাকায় পূরণ করিলেন।

5250-1000/-
5251-1000/-
1000/-

भारतीय गैर न्यायिक

पचास

रुपये
₹.50

भारत



INDIA

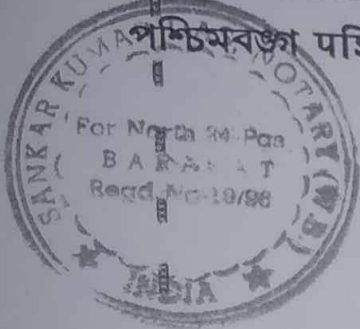
FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

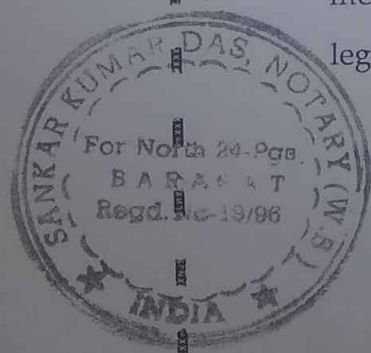
পশ্চিমবঙ্গ পश्चिम बंगाल WEST BENGAL

R 594794



18 AUG 2016

SRI SISIR DAS, son of Late Gour Das, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Vivekananda Sarani, P. O. – Udayrajpur, P. S. – Madhyamgram, District – North 24 Parganas, Kolkata - 700129, hereinafter called and referred to as the PARTNER (Which terms or expression shall unless excluded by or repugnant to the subject of contest be deemed to mean and include his heirs successor and executors, administrators, legal representatives and assignees) of the FIRST PART.



নম্বর : 5051, 180816
তারিখ : 18 JUL 2016
ক্রেতার নাম : Sishir Das
স্থান : Dapaypan
মূল্য : 300000
জেতার :
বারাগাত কোর্ট

জেতা : উত্তর ২৪ পরগণা
খরিদ তারিখ : 18 JUL 2016
মোট ট্যান্ডা খরিদ : RS. 300000
জেতারী বারাগাত
জেতার : শ্রী সল্লীট কোর্স

AND

SRI TAPAS HALDER, son of Late Kalyan Halder, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Netaji Subhas Road, P. O. – Hridayapur, P. S. – Barasat, District – North 24 Parganas, Kolkata - 700127, hereinafter called and referred to as the PARTNER (Which terms or expression shall unless excluded by or repugnant to the subject of contest be deemed to mean and include his heirs successor and executors, administrators, legal representatives and assignees) of the SECOND PART.

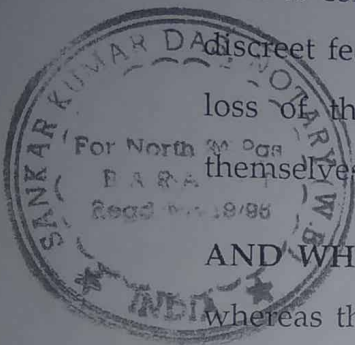
WHEREAS the parties hereto have mutually agreed and assented to in good faith to commence business in Partnership basis with the specifications and discreet features as stipulated in these presents and to share the profit and loss of the said business according to their respective shares amongst themselves for which reason appears these presents.

AND WHEREAS the parties hereto are well acquainted to each other and whereas the partners with the intention to start a business of Construction, Development, Purchase & Sale of the land and other allied real estate business, infrastructure development and/or any other business in Partnership basis proposed to the other parties hereto and the other parties having interest in the matter accepted the proposal and on the basis of mutual discussion regarding the pros and cons of the business between themselves assented to and agreed upon to carry on the said business in partnership basis subject to certain stipulation and conditions mentioned hereunder for which reasons appeared these presents.

NOW THIS INDENTURE WITNESSETH as it is agreed and covenanted with each other between them as follows:-

1. FIRM NAME AND OFFICE :

That the Partnership business shall be carried on under the name and style of "THE SREE KRISHNA CONSTRUCTION" a Partnership Firm having its registered Office at Hridayapur Bazar, P. O. – Hridayapur, P. S. –



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Barasat, District - North 24 Parganas, Kolkata - 700127, and its Branch Office or city Office shall be on such other place as the parties will decide by mutual consent and may consider suitable for this partnership.

2. COMMENCEMENT & DURATION:

That the Partnership hereby constitute (hereinafter referred to as the firm) shall be deemed to have commence Business on and from the 18th day of August, 2016 and shall continue to be carried on until and otherwise determined by the partners mutually.

3. NATURE OF BUSINESS:

That the nature of business of partnership shall be mainly as Construction, Development, Purchase & Sale of the land and other allied real estate business, infrastructure development and other allied real estate business and/or any other business as the parties may deem fit and proper.

PROVIDED THAT the partners hereto by mutual written consent may take over other business which is suitable for this partnership business and the partners may covert this Partnership business into a Private Limited Company or Public Limited Company for the betterment of their business.

4. CAPITAL INVESTMENT INTEREST & FUND :

a) That the initial capital investment of the firm will be of Rs. 4,00,000/- (Rupees Four Lakhs) only and the same will be contributed by the partners in the following manner :-

i)	SRI SISIR DAS	Rs. 2,00,000/-
ii)	SRI TAPAS HALDER	Rs. 2,00,000/-

b) That the further capital of the business if required, for the said business then each partner will be entitled to invest their capital out of their own fund as per their mutual settlement.

c) That the partners also entitled to raise fund for their aforesaid business by taking loan from any financial Institute or from any Nationalized

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Bank, Commercial Bank and any other financial Institution, as the partners may from time to time agreed upon.

d) In business requirement of firm partners may give the financial assistance as loan repayable by the firm with interest @12% p.a. charging monthly basis on loan outstanding at every end of the month.

e) That no load shall bind the firm unless it is taken with the mutual consent of all the partners and in taking loan all the partners shall do the needful in the matter jointly.

f) That the capital contributed by the parties hereto shall bear interest @ 12% per annum.

5. SHARE OF PROFIT LOSS OF THE FIRM :

That the profit and loss of the firm shall be made by the partners in the following manner:-

- | | | |
|-----|------------------|-----|
| i) | SRI SISIR DAS | 50% |
| ii) | SRI TAPAS HALDER | 50% |

That the Net Profit & Loss of the Partnership business shall be made after adjustment of all expenses, salary, bonus, commission on Capital of the partners if provided or desirous to get as per provisions under Section 40 (B) (v) of the Income Tax Act, 1961.

6. DRAWING, SALARY, COMMISSION ETC.:

a) That the partners herein shall be entitled to draw out of the partnership business any sum or sums of money for/their use on mutual consent and subject to the availability of the firm's fund and such or sum of money shall be debited to their personal account and such adjusted at the end of the year.

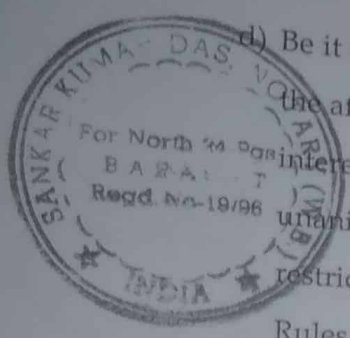
b) Be it clearly understood by an between the parties that the quantum of monthly salary, remuneration, bonus, commission and interest on capital and loan etc. may be increased and/or decreased from time to

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time according to the quantum and volume of the business so to be done by the firm. For time being salary fixed in such a way – First Part Rs. 5,000/- per month and Second Part Rs. 5,000/- per month.

c) Be it also clearly understood by and between the parties here to that nothing in the form of salary, remuneration, bonus, commission and interest on capital and loan etc. shall be drawn and/or paid and/or payable to any of the parties until and unless it is unanimously decide amongst the parties hereto.

d) Be it further clearly understood by and between the parties hereto that the aforesaid payment of salary, remuneration, bonus, commission and interest on capital and loan etc. shall always be subjected to the unanimous decision of the partners and subjected to conditions and restrictions which have been stipulated and enacted in by I. T. Act & Rules framed under and direction given by C. B. D. T. from time to time as agreed upon by the partners.



7. MANAGEMENT AND CONTROL:

That the management and control of the firm shall all belong to and vest in any be exercised by the partners hereto either jointly or separately as to suit the occasion to represent the firm before the Government Concerns, Revenue Department and/or matters such as to receive and/or collect for and behalf of the firm in all Or the goods, money, cheque, draft, pay order, bill, issuing of memos, letter, challans, receipts sale tax, declaration form and each and everything contracts, agreements, hundies security paper, negotiable and/or mercantile instrument, letter of credit and/or all or any other papers and/or documents involving financial matters, which may or shall be require to be signed by and on behalf of the firm in its activities by the partners jointly or separately.

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8. RIGHTS AND DUTIES:

That each partners shall punctually pay and discharge his personal separate debts and obligation and shall at all time been keep indemnified the other partner and their heirs and all legal representatives and assets of the partnership against the same and all actions, proceedings, costs, claims and demands in respect thereof.

9. ACTS FORBIDDEN:

a) That no partner without consent in writing of other partner shall take any loan on account of the firm, create, mortgage, charge, transfer, encumber, alienate and/or otherwise deal with their share in the firm or properties and assets of the firm to anybody outsider.

b) That no partner without consent in writing of other partner shall enter on behalf of the firm into any wagering contract or any hazardous or speculative undertakings.

c) That no partner without consent in writing of other partner shall pledge, assign or otherwise use the assets and creditors of the partnership business for personal or private ends.

10. BOOKS OF ACCOUNTS :

a) That the Books of Accounts of the firm shall be kept and maintained in English according to financial year and for the first time/first year's account will be from the date of execution to 31st day of March, 2017, and thereafter according to financial year.

b) That the Balance Sheet, Profit & Loss Account, Capital Account of the Partnership firm shall be made yearly basis an Accountant and accounts should be audited yearly basis by a Chartered Accountant and after that the same will be treated as final accounts of the firm of the said financial year.

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c) That all the books of accounts, bill, vouchers and all important documents and papers shall be kept in the place of business/registered office and all the partners shall have right to inspect the same within working hours and also entitled to take photo copy of the same.

BANK ACCOUNT:

Bank Account shall be opened in the name of the Firm in any Nationalized Bank or any Public/ Private Sector Bank or Marchentile Bank and/or in any financial institution and the account will be operated by the signatures of both the partners of the said Firm, and in future if the parties desire to change the operation procedure in respect of the Bank Account then a written resolution will be made by the parties and informed the matter to the Bank accordingly.

11. CHANGE OF CONSTITUTION:

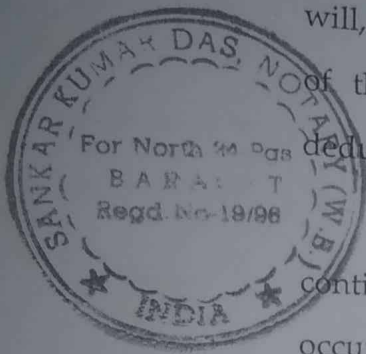
That the partners shall have liberty to covert this Partnership firm into a Private Limited Company or Public Limited Company duly registered before the Registered of Company (ROC) for better business and also entitled to take new partner for smooth running of this partnership business and to that effect valuation of the goodwill and assets will be made and incoming partners amount be treated as Capital and Goodwill accordingly.

12. EFFECT OF DEATH INCAPACITY OR LUNACY:

That during the continuance of the present partnership the death or physical incapacity or lunacy of any of the partners hereto shall not have effect or dissolution of business so far as the surviving partners are concerned and that on such event the heir/s or successor/s or legal representative/s of the deceased, incapable or lunatic partner shall have the first option to be and become a partner on the same terms and conditions and with the same rights and liabilities as that of the deceased or incapable or lunatic partner, if the heir/s or successor/s or

1 8 AUG 2016

legal representative/s of the deceased or incapable or lunatic partner fails to intimate their intention specifically in regards to joint in this partnership business within sixty days from the date of death or lunacy of incapability in that event the surviving and remaining partner shall have the right to admit a partner of his choice or the surviving partner may also carry or continue with the business without admitting anyone as partner provided always after paying and liquidating the dues of the deceased or incapable or lunatic in respect of the credit balance of the capital account, proportionate share of good will, estimated profit on pending engagement and proportionate value of the assets so to be acquired in course of business subject to deduction of proportionate liabilities and creditors.



Be it clearly mentioned that the right of the carrying and continuing the business by the remaining and surviving partner shall occur and arise only on making payments of the dues in the manner herein above stated, by the remaining and surviving partner to the heirs, successors and legal representatives of the deceased or incapable or lunatic partner as the case may be.

That if the heirs, successors and legal representatives of the deceased, incapable or lunatic partner signify their intention not to carry on business on partnership basis with the remaining partner but exert their option in writing to have the benefit of the business in the form of royalty or pension and/or any forms of financial accommodation in regular manner, in that event their shall be no obligation on the pay the credit balance of capital account, proportionate on the part of the remaining and surviving partner to settle the account.

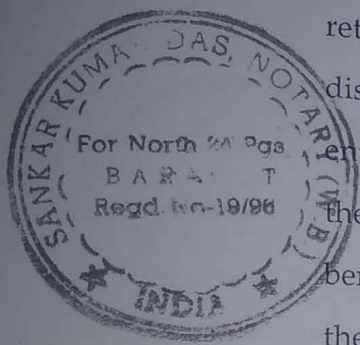
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13. RETIREMENT AND DISSOLUTION:

That each partner shall have right to retire from the business at any time but the retiring partner shall have to give written notice to the other partners at least 3 (three) months before retirement and a expiry of such notice retiring partner will be only entitled to get refund his investment with profit and loss as per Capital A/c. and Final account of the firm. Retiring partner or any other partner will not be entitled to sale of his respective share to any third party. After retirement and or at the time of retirement a Deed of Retirement shall be executed by the retiring partner. In case or death of any partner, this firm shall not be dissolved, only major legal heirs of the deceased partner will be entitled to take part on the business if the legal heirs desires otherwise the legal heirs of the deceased partner are entitled to get refund their benefits. If the heirs of the deceased desirous to continue the business then a new Deed of Partnership be made by admission of the legal heirs of the deceased partner. If the partner desires to dissolve their business mutually on that event also a Deed of Dissolution will be made by and between the parties.

14. ARBITRATION:

That in the event of any dispute and/or differences arising by and between the parties hereto relating and/or arising in connection with or touching these presents or in the subject matter of the said firm and/or regarding construction, infrastructure development, interpretation and/or implementation of any of the terms and conditions contained herein and/or relating to the respective right entitlements, duties, obligations, liabilities or otherwise by whatever called, the same shall be settled mutually forthwith and if such settlement cannot be done then it should be referred to the arbitration of the arbitrators. Nominated by the parties hereto and the said arbitrators jointly shall

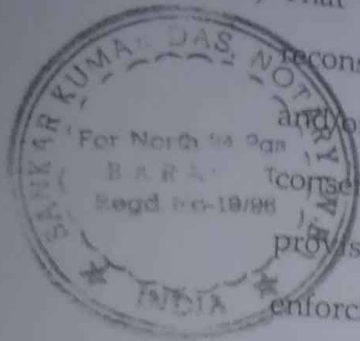


18 AUG 2016

proceeds with the arbitration proceeding in accordance with the provisions of the arbitration and conciliation act, 1996, save and except it would be entitled the discretion of the arbitrators to give reasoned or unreasoned award/decision. The decisions and/or the award of the said arbitrator shall be final and binding upon the parties hereto.

15. OTHER TERMS AND CONDITIONS:

- a) That the provisions of Indian Partnership Act (Act IX of 1932) shall so far as they are applicable govern this partnership subject to the expressed and stipulation contained in the present.
- b) That the terms, conditions contained in these presents may be reconstituted, changed, altered, amended, modified and/or deleted and/or other terms and conditions may be incorporated by mutual consent of the partners. That save as provided herein, all other provisions of the Indian Partnership Act 1932, shall operate as enforcing provisions.

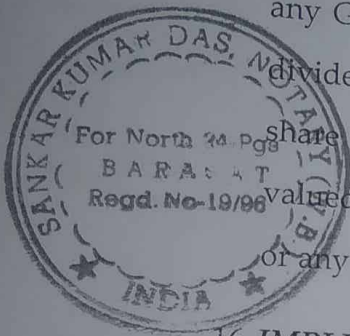


Be it clearly mentioned that if for any reason whatsoever the remaining and surviving partner thereafter intends to close the business at any point of time in the event the remaining and surviving partner shall have no option, right and liberty to dispose of any of the assets of the business without the written consent of the heir, successors or legal representatives of the deceased, invalid or lunatic partner shall always have proportionate title, right, interest, benefit and lien on the assets and properties of the business at any time point of time except in case of settlement of account and payments thereof as stipulated in foregoing para.

- c) That in case of demise of any of the partners, the entire share of each partner shall develop upon their respective legal heirs, representatives against each partner and the legal heirs, representatives shall be admitted to the partnership of the firm.

18 AUG 2016

- d) All notices/references required to be given to either partner hereunder shall be deemed to be duly served if addressed to such partner of firm at the office of the firm and sent by registered post.
- e) That on dissolution of the firm the said firm may be determined by mutual consent of all or majority of all the partners hereto. On such determination the property and assets of the said firm shall be sold and the proceeds thereof shall be applied first in paying the debts and liabilities of the said firm if any, and there after towards repayment of any Government liabilities, if any and the balance remaining shall be divided amongst the then partners in proportion to their respective share in the said firm. That the goodwill of the said firm shall only be valued if the business as a whole is put to sale and any of the partners or any outsiders purchases the same.



16. IMPLIED CLAUSE: That both partners shall be just and faithful to each other in all transaction relating to the business and at all times be responsible to give answer to other partner just and faithful accounts of the partnership affairs.

17. AMENDMENT: Any amendment of partnership may be done if necessary for the interest of the partnership firm.

18 AUG 2016

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 & DELIVERED

In the presence of

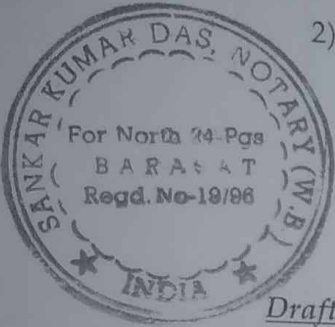
Witnesses :-

1)

Sisir Das

(Signature of First Party)

2)



Tapan Kumar Chakraborty

(Signature of Second Party)

Drafted by :-

Tapan Kumar Chakraborty

18-8-16

Advocate
Barasat Judges Court
Barasat, North 24 Parganas.

Tapan Kumar Chakraborty
M.A., L.L.B.
Advocate
Barasat Judges Court
North 24 Parganas

18 AUG 2016

Printed by :-

Dipanjam Parua

Prominent
Barasat.

ATTESTED

S. K. DAS

S. K. DAS
Notary (W.B.)

Barasat, North 24 Pgs
Regd. No.-19/96

18 AUG 2016

CHECKED BY

[Signature]
NOTARY CLERK

18 AUG 2016

Dated 18th Day of Aug 2016



18 AUG 2016

*In the matter of
Instrument 'A'
And*

NOTARIAL CERTIFICATE



18 AUG 2016

SANKAR KUMAR DAS

*LL.B Advocate,
Judges Court Barasat
And*

*Notary Public, Govt. of West Bengal, INDIA
Regn. No. - 19/96 (19/1996)
Aswinipally, School Road, Natunpukur
P.O. & P.S.: Barasat, North 24 Parganas
Kolkata - 700 124, West Bengal*