

S.L. NO. Date: 10/11/2014.

S. N. CHATTERJEE, NOTARY GOVT. OF WEST BENGAL

REGISTRATION NO. - 4/1983

Office : SEBASTIAN CIVIL COURT COMPLEX

3rd Floor

Residential Address :

34/2A/5, POTTERY ROAD, KOLKATA - 700 015

NOTARIAL CERTIFICATE



PURSUANT TO SECTION 8 OF THE NOTARIES ACT 1952

TO ALL WHOM THESE PRESENTS SHALL COME, I SAULENDRA NATH CHATTERJEE practicing a NOTARY PUBLIC in the District of 24 PARAGRAPHS of state of West Bengal within the Union of India, do hereby declare that the Paper Writings collectively marked 'A' annexed hereto, hereinafter called the Paper Writings 'A', are presented before me by the executant(s).

Mrs. Biswajit Paul
residing at 2-1/2 No. Airport Gate, Motilal Colony, P.O. Rajbari, P.S. Dum Dum Kolkata-91
Mrs. Anjana Mishra
residing at 2-1/2 No. Airport Gate, Motilal Colony, P.O. Rajbari, P.S. Dum Dum Kolkata.

hereinafter referred to as the "executant(s)" on this, the 10th day of July, Two thousand, Fourteen.

The "executant(s)" having admitted the 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 satisfied, as to identity of the executant(s), and the said execution I have attested the execution of the "Paper Writing 'A' and testify that execution is in the respective hand(s) of the executant(s).

AN ACT WHEREOF being required as Notary Public, I have granted THOSE PRESENTS as my NOTARIAL CERTIFICATE to serve and, avail as need and occasion shall my require.



IN FAITH AND TESTIMONY WHEREOF I the said Notary, have hereunto set and subscribed my hand and affixed my Notarial seal of Office at Sealdah in the District of 24-Paragras on this the day of 10/11/2014..... Two thousand, Fourteen.

S. N. CHATTERJEE
Advocate & Notary
Sealdah Civil Court Complex
Kolkata-700 015
Dist. No. 4/1983

S. N. CHATTERJEE
Advocate & Notary
Sealdah Civil Court Complex
Kolkata-700 015
Dist. No. 4/1983

भारतीय गैर न्यायिक

एक सौ रुपये

RS. 100

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ONE

HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

WEST BENGAL
A MY SEAL

NOTARY
S. M. CHAKRAVARTY
GOVT. OF W. B.
636

NOTARY
S. M. CHAKRAVARTY
GOVT. OF W. B.

DEED OF PARTNERSHIP
10th July, Two
Thousand Sixteen (2016)

THIS DEED OF PARTNERSHIP made this the 10th day of July, Two Thousand Sixteen (2016)

BETWEEN

MR. BISHWAJIT PAUL (having Pan No. ANWPP9068J) son of Naresh Chandra Paul by religion Hindu, by occupation Business residing at 2-1/2, No. Airport Gate, Motilal Colony, P.O-Rajbari, P.S- Dum Dum, Kolkata-700 081, in the District of North 24-Parganas, hereinafter referred to as the FIRST PARTNER of the FIRST PART.

Arbit Kumar

Bishwajit Paul

(Signature)

Advocate S. NORTY
Barrister Court Calcutta
Kolkata-700 012
Head No. 4184

10 JUL 2016

(Signature)

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भारत INDIA
INDIA NON JUDICIAL



गैर न्यायिक बंगाल WEST BENGAL



W 353633

Anjan Mishra
Arjit Kumar

MR. ANJAN MISHRA (having Pan No. AMRPM8916E) son of Arabinda Mishra, by religion Hindu, by occupation Business, residing at 2-1/2, no. Airport Gate, Motilal Colony, P.O-Rajbari, P.S- Dum Dum, Kolkata-700 081, in the District of North 24-Parganas, hereinafter referred to as the SECOND PARTNER of the SECOND PART.

Saisayil Paul

S N CHATTERJEE
Advocate & Notary
Kolkata-700 014
Regd No -4/84

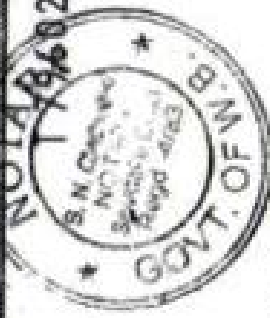
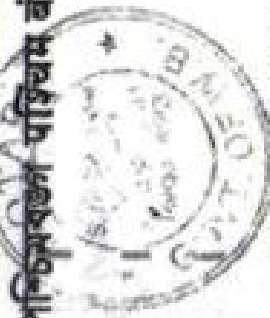
10 JUL 2016

Anjan Mishra

भारतीय धीर ज्यायिक



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



MR. ARPIT KUMAR (having Pan No. COSPK9064G) son of Amrendra Kumar, by religion Hindu, by occupation Business, residing at 23A/54, Jessore Road, Sri Durga Colony, Kolkata-700 028, in the District of North 24-Parganas, hereinafter referred to as the THIRD PARTNER of the THIRD PART.

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল Arpit Kumar

WHEREAS the Parties hereto have decided to carry on a partnership business between themselves as depicted to construct a multistored building at premises no. 64, Tinpuitor Badra, Durga Nagar, P.O. Italgacha, P.S- Dum Dum, Kolkata-700 079 under the name and style of M/S BIG LEAGUE ESTATE.

S. N. CHATTERJEE
Advocate & Notary
Acharya Colony
Kolkata-700 079
Regd. No. -4/84

10 JUL 2016.

Arpit Kumar

WHERE AS the Parties hereto have mutually agreed to carry on and execute a partnership business and to continue the said partnership business with all the assets under the name and style of **M/S BIG LEAGUE ESTATE** at 23A/54, Jessore Road, Sri Durga Colony, Kolkata-700 028 in the district of 24 parganas north.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

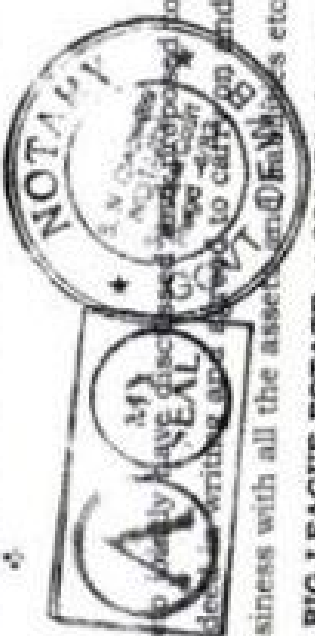
1. The parties hereto agree to carry on the business hereinafter mentioned in partnership on the terms and conditions herein mentioned, in the name and style of **M/S BIG LEAGUE ESTATE** or any other name or names as the partners may mutually decide from time to time.
2. The partnership shall be deemed to have commenced on the 1st day of July, 2016 and the period of the partnership shall be for a term of 10 years from the date of completion of the said single business or adventure.
3. The business of the partnership (hereinafter referred to as the business) shall consist of carrying out and completing the work of construction of the multistoried building as developer and promoter at **64, Tinpukur Badra, Durga Nagar, P.O- Italgacha, P.S- Dum Dum, Kolkata-700 079**. In terms of the Registered Joint Venture Agreement to be entered into with the **MRS. PAPIA DATTA (BOSE)** wife of Sri Partha Pratim Datta, of 24/1, Danesh Shake Lane, Government Quarter Block No. D, R.N.-5, P.O. - D.S.Lane, P.S-Shibpur Howrah-711109.

4. The office of the partnership shall be at **23A/54, Jessore Road, Sri Durga Colony, Kolkata-700 028 in the district of 24 parganas north**. or any other premises in addition to or in substitution of the aforesaid premises to which the parties hereto mutually agree from time to time.

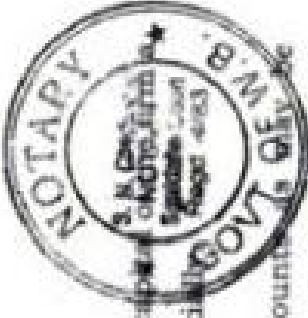
Srinoyal Paul
Apek Kumar

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S N CHATTERJEE
Advocate & Notary
Kolkata-700 014
Regd. No. 4183

10 JUL 2016



Srinoyal Paul



The each Parties have contributed towards the initial capital sum of Rs. 1,00,000/- (Rs. One Lakh only) as capital initially.

6. The each partner will contribute such further amount required from time to time for carrying out the total completion of the said project in all respect and this amounts will be treated as a loans and advances by him to the Firm without any interest and to be accounted as Partners Current Account in the books of accounts.

7. That the share of the profits or losses of partnership business after taking into account at business and incidental expenses will be as follows :

- | | |
|------------------------------|---------------------------|
| 1. MR. BISHWAJIT PAUL | 25 (Twenty Five) % |
| 2. MR. ANJAN MISHRA | 25 (Twenty Five) % |
| 3. MR. ARPIT KUMAR | 50 (Fifty) % |

Arpit Kumar

Net profit will mean the gross profits earned in such year less the expenses of the management of the business including the rent (if any) of the premises of the firm, the outgoings in respect of the salaries and wages of the staff, commission paid to others and all other expenses incurred in connection with the business and allowable as deduction under the Income Tax Act.

Bishwajit Paul

8. The accounting year of the Firm will be from 1st April to 31st March of each Christian calendar year.

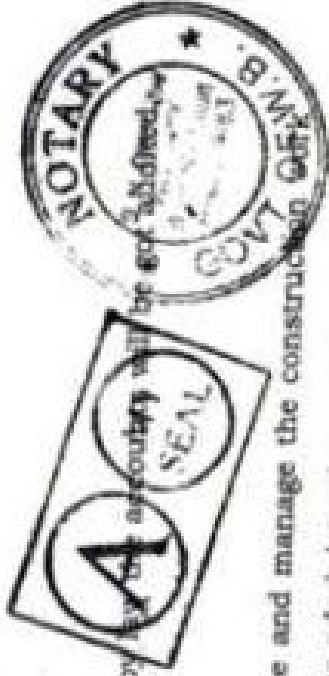
9. At the end of each accounting year an account of the business carried on in that year will be made and a statement of accounts namely a Balance Sheet and Profit and Loss Account will be prepared and signed by the

Anjan Mishra

S. M. CHATTERJEE
 Advocate & Notary
 Registrar, Civil Courts
 No. 100, 1st Floor
 Regd. No - 4/87

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partners. If necessary or required by law, the accountants shall be appointed by a Chartered Accountant.



10. That the both the partners will see and manage the construction along with they jointly look after the administration and financial side of the said firm.

11. The partnership firm may engage any contractor to complete the construction of the project and the remuneration and/or cost of the construction will be paid by both the partners mutually and all payments will be made through bank or banks as per agreement with the said contractor if any.

12. The books of account and all other record of the Firm will be always kept at the office of the Firm and will be open for inspection by any of the partners hereto at any time.

13. All the working staff such as clerks, peons, accountants, cashier, salesmen and others and the technical staff will be appointed by the joint consent of the partners hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the parties hereto.

14. Subject to what is otherwise provided herein, each of the partners- hereto shall -

(a) That each partners shall as working partner devote his time, labour, attention and experience to the said partnership business and shall diligently and faithfully employ himself therein and carry on the same to the greatest advantage of the partnership. The each partner shall render such amount of supervision for the efficient management thereof, and partners shall be in the charge of the total management and control of the business.

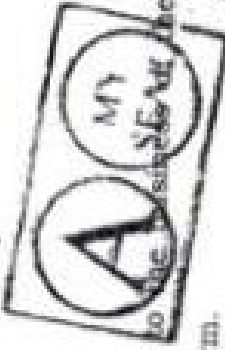
Arjit Kumar

Srisatish Paul

Arjit Kumar

S N CHATTERJEE
Notary
Barrister, Court Counsel
A/10/100/5/17
Bangal. No. 4/15/1

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participate and attend to the common advantage of the firm.

- (c) be just and faithful to each other.
 - (d) render true accounts and full information of all moneys affecting the Firm to the other.
 - (e) indemnify the Firm for any loss caused to it by willful negligence or fraud in the conduct of the business.
 - (f) attend to the business of the Firm diligently and actively.
 - (g) utilize the entire fund received from proposed buyer of flat(s)/Car parking(s)/shop(s) etc in the business of the firm through bank account of the firm and within the knowledge of both the partners.
 - (h) not withdraw any amount for his own profit, benefit or use as remuneration or otherwise without the consent of the other.
 - (i) Each partner shall punctually pay her/his separate debts and indemnify the other partners and assets of the firm against the same and all expenses thereof and shall upon ever reasonable request inform the other partners of all letters, accounts writings other things which shall come to her/his hands or knowledge concerning the business of the partnership business.
 - (j) Every party shall account for the profit earned from any transaction of the Firm or for the use of the property of the Firm.
15. That any two partners jointly executed all agreement for sale, deed of conveyance or any type of agreement or agreements of developers allocation only of proposed building and all the money or moneys received from the intending purchaser(s) will be deposited to the bank account of the partnership firm.

Arjeet Kumar

Srinivasaiah

S. N. Chakraborty

S. N. CHAKRABORTY
 Notary Public & Notary
 Senior Court Complex
 404/405-700 014
 Regd. No. - 4/BJ

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All the tangible and intangible assets of the Firm including stock-in-trade, benefit of business licenses and contracts entered etc. will belong to the parties in proportion but subject to the debts and liabilities of the Firm and the Firm shall be used by the parties exclusively for the business of the Firm.

17. Each partner shall be entitled to draw out of the partnership business a sum which will be mutually agreed by the partners from time to time or such amount as the funds of the Firm will permit, towards his/her personal needs equally and such drawings to be duly accounted for on each succeeding settlement of account and division of profits of the partnership and any excess of the drawings found on such settlement shall be refunded.

18. Provision for Remuneration to working :

- (a) Working partners : It is agreed that all the Parties here of first and second part, act as working partners each of whom shall engage himself actively in conducting the affairs of the partnership business and be responsible for discharge of the legal obligations resting on the firm.
- (b) The net profit will be calculated after deducting all the expenses of the firm approved by both the parties.
- (c) Quantification of remuneration: The remuneration payable to the working partners shall be Rs. 6,00,000.00(Rupees Six Lac) only in aggregate, to be divided mutually by the both partners equally by way of transfer to the respective Capital A/C.

19. Any party hereto shall not, without the consent of the other-

- (a) submit any dispute with any other person to arbitration or compromise or relinquish the claim.
- (b) withdraw any suit or legal proceedings filed by the Firm.

श्रीमती पारु अर्पित कुमार

Arjun Kumar

S N CHATTERJEE
Advocate & Notary
100/101, 102/103
Rajd. No.-4/BJ

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- (c) admit any liability of the Firm.
- (d) acquire or dispose of any immovable or movable property including stock in trade in the ordinary course of business of this partnership.
- (e) assign or transfer his share or any interest in the Firm.
- (f) admit any person as a partner in the Firm.
- (g) borrow any moneys for or in the name of the firm, or create any security or charge on the assets of the Firm.
- (h) enter into any contracts any in business of the firm.
- (i) stand as a guarantor or surety for any person, in the name of the Firm or for and on behalf of the Firm.

Arpit Kumar

20. The Parties shall open in the name of the Firm one or more accounts either current, or overdraft or cash credit with one or more banks as may be agreed upon by the partners and the account or accounts will be operated by the partner jointly.

Srinivast Boul

21. The Partnership shall continue till the completion of the said work of construction and fully disposed of all the developers allocation till then none of the parties shall be entitled to dissolve the partnership or to retire from the partnership.

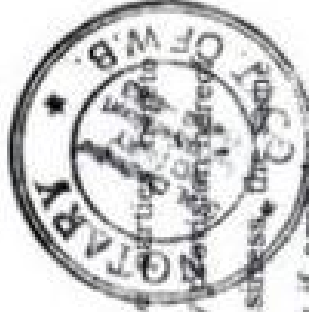
22. If and when the partnership is dissolved, an account of the assets and property and list will be made up to the date of dissolution and out of the assets in specie or by sale thereof, all debts and liabilities including the if any loan advanced by the parties will be paid in priority and if any balance will remain the same will be shared by the Parties hereto in the share of profit and loss.

M CHATTERJEE
 Advocate & Notary
 Public
 Bangalore-560 014
 Phone No. 4183

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23. If any dispute or difference arises between the partners touching the business of the firm or interpretation of any provision or otherwise. Howsoever relating to the firm and its business, the same shall be referred to arbitration of a common arbitrator if agreed upon, failing which to two arbitrators one to be appointed by each party to the dispute and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996.



24. **Right on the premises of the place of business:**

It has also agreed between the partners that the place of business will be 23A/54, Jessore Road, Sri Durga Colony, Kolkata-700 028 in the district of 24 parganas north. The partnership firm have no any type of right on the premises of whatever nature. It has also agreed that the firm will continue the business on the said premises as long as the owner/occupier of the premises allows them to continue.

25. In case of death of any partner this business shall not be dissolved but shall be carried on in partnership between the surviving partner(s) and one of the legal heirs of the deceased partner. That 'One of the Heirs' shall be elected by the heirs of the deceased partner. That 'One of the Heirs' shall be elected by the heirs of the deceased partner to represent all of them. If they do not elect 'One' of them (to represent all of them) to join with the surviving partner(s) and to carry on this business in partnership, the surviving partner will elect one representative according to law of India with the consent of all the parties by voting. No financial claim can be made in lieu of goodwill by any retiring partner or their legal heirs.

26. The parties shall, as early as possible but in any event within the prescribed period get the Firm registered under the Partnership Act, 1932 and the Income Tax Act, 1961.

Be it noted that no partner have power to stop the operation of bank account without full consent of all the partner.

Prasanna Kumar
Arbitrator

S. M. CHATTERJEE
Advocate & Notary
Kolkata, City: Contable
Kolkata-700 014
Regd. No. 4/83

10 JUL 2018

Arbitrator



IN WITNESS WHEREOF the said parties to these presents have hereunto set and subscribed their respective hands on the day, month and year above first written.

SIGNED SEALED DELIVERED

AT KOLKATA in the presence of

1) Anurag Kumar
27/5/20, Sector 10,
S.E. Durgam Colony,
Kolkata-700018

2) Manish K. Singh
8 No. Dr. Jivan Ranjan
Blar Road Kal-28

Prinajit Paul

SIGNATURE OF THE PARTY
OF THE FIRST PART

Anjan Mishra

SIGNATURE OF THE PARTY
OF THE SECOND PART

Arpit Kumar

SIGNATURE OF THE PARTY
OF THE THIRD PART

DRAFTED BY

Rammi Sinha

Adv.

End.No.WB/207/356/13

High Court Kolkata

[Large handwritten signature]

Attested by me

A. N. Chatterjee
NOTARY
No. No - 4/83

10 JUL 2018