

SL. NO. 85 2014.

Notarial Certificate



To all to whom these presents shall come, I, R. N. Maiti duly appointed by the Central Government as a Notary and practising within the city of Calcutta (West Bengal), Union of India, do hereby certify that the Paper Writings, collectively marked 'A' annexed hereto, hereinafter the paper writings, 'A' are presented before me by the executant's.

Partners of "L.A. Realty."
at P-16, C.I.T. Road,
Kolkata - 700014

R.N. MAITI
Notary
No. 379/92

hereinafter referred as the, executant's" on this the 25th day of November in the year Two Thousand fourteen. The "executant's" having admitted the execution of the Paper writing "A" and being satisfied as to the identify of the executant I have attested the execution.



IN FAITH AND TESTIMONY WHEREOF I, The said Notary, have hereunto subscribed my name and affixed my seal of office this 25th day of November 2014.

R. N. Maiti
Notary
Govt. Of India
Regn. No. 379/92
C.M.M.'S Court, Bar Library
3, Bankshall Street
Kolkata - 700 001



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



P 927480

ANNEXURE-A

Non-Judicial Stamp paper, Rs 50/-
 for a partnership deed, executed
 partners L.A. Realty at 1-16,
 CIT Road, Kolkata 700014

L A REALTY
 Partner



নং 4236 19-11-19 তার

ক্রেতার নাম

ডে: সাহাআলম মণ্ডল

ডে: [Signature]

মোঃ- এ ডি এস আর, বারইপুর

জেলা- দক্ষিণ ২৪ পরগণা

মূল্য 50/-



31 JUL 2015

TESTIFIED BY M C BHATTACHARYYA

M C BHATTACHARYYA NOTARY GOVT OF W.B. Regn No 88/07



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



T 281472

ANNEXURE 'A'

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this ...25th Nov... Day of 2014 BETWEEN MR. PARVEEN AGARWAL son of Mr. Rajendra Kumar Agarwal, by faith- Hindu, by nationality - Indian, by occupation - Business residing at Windsor Greens 26, Mahamaya Mandir Road, Mahamayatala, Kolkata-700084 hereinafter called and referred to as the first party (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representative and assigns) of the ONE PART.



LA REALTY
[Signature]
Partner

LA REALTY
[Signature]
Partner

1661

20 NOV 2014

NO..... VALU 1000
 DATE.....
 SOLD TO.....
 Add.....
 SIGNATURE OF STAMP VENDOR
 SRI PRASANTA CHATTERJEE
 GOVT. LICENSED STAMP VENDOR
 SEALDAH CIVIL COURT
 KOLKATA-700014

Pratik Laholia
 B-16 CIT Road
 Kolkata 14



31 JUL 2015

True Copy
 ATTESTED BY
 M C BHATTACHARYYA
 NOTARY
 Govt of West B
 Regn No 88/07

Pratik Laholia
 Partner

ANNEXURE 'A'

partner, the other partner shall be liberty to decide whether to continue the business or not but in that case it shall always be binding upon the surviving partner to make the full payment to the legal heirs of the deceased partner as shall be due to him upto the date of his death.

6. **SHARE** : The net profit and /or loss of the partnership business after the payment of all expenses or other outgoing including the capital profit and/or loss if any of the partnership firm shall be divided as under :

	Profit	Loss
1. PARVEEN AGARWAL	50%	50%
2. MR. PRATIK LAKHOTIA	50%	50%

The expenses of the partnership business shall be divided among the parties equally.

7. **CAPITAL** : The initially total capital of the partnership business is Rs 2,00,000(Rupees Two lakhs)only, each partner investing Rs 1,00,000 (Rupees One lakhs)only. And further capital of the partnership business will be contributed by the partners hereof as and when required.
8. **BORROWINGS** : The partners of the firm may borrow from time to time after taking consent from the other partners from persons firms, companies or banks, such money as may be required for the purpose of the business of the firm.
9. **BANK ACCOUNT** : That the bankers of the partnership shall be the any Bank or Banks as; the partners may from time to time agree upon the same shall be operated by both parties jointly.
10. **ACCOUNTING YEAR** : The accounts of the partnership farm shall be taken annually on 31st of March every year.
11. **ACCOUNTS** : The books of accounts of the partnership firm shall be kept in the safe custody of the partners and each party shall have free access over them.
12. **FINAL ACCOUNTS** : At the end of the accounting year an account will be taken of all the assets and liabilities and of all the profits and losses of the partnership for the year and the



L A REALTY
Partner

L A REALTY
Partner

same shall be entered in the books of the accounts which shall be signed by the partners.

13. **SALARY** : All the working partners will be allowed salary in following manners with effect from 25th November 2014.

- i. **PARVEEN AGARWAL @ Rs. 25,000/- per month**
- ii. **PRATIK LAKHOTIA @ Rs. 25,000/- per month**

as mutually agreed upon and which shall be continue to be so paid, unless otherwise mutually agreed upon by and between them.

14. **INTEREST ON CAPITAL** : That the capital of each partner would be entitled to maximum interest at the rate of 10% per annum. However, no interest shall be paid on current account of all partners.

15. **STIPULATIONS** : That the amount of remuneration / interest payable to partners shall not exceed the amount which is allowed deduction under section 36(i), (iii) and 37 (i) read with section 40 (a) (1) and 40A (2) of the Income Tax Act. The excess amount paid could be deemed to be the drawing of the respective partner.

16. **STIPULATIONS** : Each partner shall :

- (a) Punctually pay his/her separate debts and indemnity the other partner and the assets of the firm against the same and all expenses of account thereof.
- (b) Forthwith pay all money; cheques and negotiable instruments received by him or account of the firm into the bank account of the firm.
- (c) Render proper explanations of all matters relating to the affairs of the partnership and offer every assistance in his/her powers in carrying on business for mutual advantage of all the partners.
- (d) By just and loyal to the firm and to the partners in all transactions relating to the firm and shall at times give to the firm a just and proper explanation and account of the same



L.A. REALTY
[Signature]
Partner

L.A. REALTY
[Signature]
Partner

ANNEXURE 'A'

AND

MR. PRATIK LAKHOTIA, son of Late Suresh Chandra Lakhotia, by faith Hindu, by nationality - Indian, by occupation - business, residing at 8/10/1 ,Alipore Road, P.O-ALIPORE.....,P.S-ALIPORE..... Kolkata-700027 hereinafter referred to as the **"SECOND PARTY"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the parties hereto referred hereinabove have mutually agreed to start a Marketing business and under the firm name of and style of **L A REALTY** with effect from the execution and registration of this day.

AND WHEREAS the parties hereto have deemed it expedient to reduce into writing and are desirous of recording the terms and conditions governing their relations inter se.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO that they have become partners and joined in partnership upon the terms and conditions hereinafter expressed **NOW THIS DEED WITNESSETH.**

1. **NAME** : The name and style of the firm of partnership shall be **L A REALTY** .The partners shall be entitled to carry on business under any other name and /or names as may be agreed upon mutually from time to time.
2. **COMMENCEMENT** : The partnership firm shall be deemed to have commenced business on and from 25th Nov. 2014. ✓
3. **BUSINESS** : The parties hereto referred hereinabove have mutually agreed to start a Marketing business and or any other business it they desire from time to time.
4. **PLACE** : The partnership business shall be carried on at P-16, C.I.T Road,Kolkata-700014.
5. **DURATION** : The duration of the partnership shall be **"AT WILL"** but in case any partner desires to retire from the partnership he shall be at liberty to do so by giving six month's notice in writing to the another partner. On the death of a



LA REALTY
[Signature]

LA REALTY
[Signature]

- 20. **RETIREMENT CLAUSE:** Any retiring partner shall give the first priority to sell his share to the existing partner at a negotiated rate and if the existing partner is not willing to purchase the share then the retiring partner is allowed to sale his share to any third party which should have the approval of the existing partner as well.
- 21. **DISSOLUTION :** On dissolution of the partnership in full and general account shall be taken of all money, stock-in-trade, debts and assets that belonging or due to the partnership including capital, such account shall be made up within reasonable time and the amount payable to each partner shall be paid to him.
- 22. **STIPULATIONS :** No partner competing with that of the firm nor shall any partner derive any profit for himself/herself from any transaction of the firm on from the use of the property or business of the firm for the purpose of this clause the property of the firm includes all money brought by the partner hereto as capital in the firm all property and rights and interest in property acquired by purchase or otherwise by or for the firm or for the purpose and in the course of the business of the firm and also the goodwill of the firm.
- 23. **ARBITRATION :** If any disputes shall arise between the partners hereto in respect of the conduct of the business of partnership or enforcement of any of the terms and conditions of the deed of the respect of any other matter cause or things whatsoever to herein otherwise provided for adjudication to the Arbitration Act, 1940 or any statutory amendment or modification or re-enhancement thereon of the time being in force whose decision shall be binding on the parties and their legal representatives.
- 24. **ALTERATIONS OR ADDITIONS OF ANY CLAUSE OF THIS PARTNERSHIP DEED :** Notwithstanding anything started or provided herein the parties shall have full powers and discretion to modify alter or very the terms and conditions of the partnership deed in any manner think fit by mutual consent which shall be reduced to writing shall become appendage and part of this deed.



LA REALTY
[Signature]
Partner

LA REALTY
[Signature]
Partner

without any concealment of or suppression of and correct explanation thereof to the partners.

17. **STIPULATIONS** : No individual partner of the firm shall without the consent in writing of the partner be entitled to -
- (a) Admit any liability in a suit or proceedings against the firm.
 - (b) Compromise or relinquish any claim or portion of a claim by the firm.
 - (c) Transfer immovable property belonging to the firm.
 - (d) Lend to any outsider any money belonging to the firm.
 - (e) Take a lease or acquire immovable property on behalf of the firm.
 - (f) Appoint any employee in or dismiss any employee of the firm.
 - (g) Operate Bank Account on behalf of the firm in his own name.
 - (h) Have dealings or give credit on behalf of the firm to any person or business house whom any other partners had decided not to deal with and trust.
 - (i) Withdraw a suit or proceeding filed on behalf of the firm.
 - (j) Assign, mortgage or change his share or interest in the firm wholly or in part to any outside.

Any partner committing any breach of any of the foregoing stipulations indemnify the firm and/or other partners from all losses and expenses incurred or to be incurred by the firm and/or other partners in that respect.

18. The parties can do marketing for any other products & run their existing business as before but if any business attract commission (only from) Real Estate & lands and is carried over by any of these two partners then the commission has to be routed to L.A. realty.

19. **NOTICE** : Any notice hereby required authorized to be given to any of the partners sufficiently given by leaving the same addressed to him at the firm or by sending the same by registered post to his unusual or last known address.



L A REALTY
Partner

L A REALTY
Partner

EXHIBIT 7



25. **GENERAL** : That in all respects other than those provided for herein this Partnership shall be governed by Indian Partnership Act.

IN WITNESS WHEREOF the **PARTIES** hereto have set and subscribed their hands in the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in presence of

WITNESSES :-

1. *G. S. Biswas* ✓
(G. S. BISWAS)
P-16, CIT Road
Kolkata - 700014

L A REALTY
Partner
SIGNATURE OF THE FIRST PARTY

2. S. K. Dey
P-16, C.I.T. Road
Kolkata-14
S. Dey

L A REALTY
Partner
SIGNATURE OF THE SECOND PARTY

Drafted by :-

Signature attested only
by me on identification

R. N. Mait
R. N. MAIT
Notary

Identified by me
Swadesh Ranjan Bhunia
Advocat.
Bankshall Court Kolkata

R. N. MAIT
Notary
Regd. No. 379/92
3. Bankshall Street
Calcutta-

25 NOV 2014