SL NO 35/5

Notarial Certificate

To all to whom these presents shall come, Pradip Kumar Datta duly appointed by the Central Government as a Notary and practising throughout the city of Calcutta (West Bengal). Union of India, do hereby acrity that the paper Witings, collectively marked 'A' annexed hereto, hereinafter called the paper Whitings, 'A' are presented before me by the executant's.

IN FAITH AND TESTIMONY WHERE OF I, the said Notary, have hereused in broadbad my name and afficient my real of Affice this day of 2. NO. In the work

P. K. Detta Notary Govt. of India

Regn. No. 1101/98
TIRUPATI BALAJI CONSTIGNE Metropolitan Megistrate's Court
2 & 3. Benkshall Street, Calcutta - 700 001

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PARTNERSHIP AGREEMENT

THIS AGREEMENT IS MADE at this the 19 day of October, 2015 BETWEEN TARAK NATH SHAW, son of Late Panchu Gopal Shaw, by faith- Hindu by Occupation - Business, residing at 157/1A, A.P.C. Road, P.S. Shyampukur, Kolkata 700006, herein after referred to as the party of the FIRST PART (which expression unless excluded by or repugnant to the context—shall—include—his—heirs, executors—and administrators):

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Partner

Manual Charpertner

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AND

SURAJ KUMAR SHAW, son of Tarak Nath Shaw, faith-Hindu, by occupation - business, residing at 157/1A, A.P.C. Road, P.S, Shyampukur, Kolkata - 700006, herein after referred to as the party of the SECOND PART (which expression unless excluded by or repugnant to the context shall include his heirs, executors and administrators);

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MANISH KUMAR SHAW, son of Tarak Nath Shaw, by faith –
Hindu, by occupation - business, residing at 157/1A, A.P.C.
Road, P.S. Shyampukur, Kolkata - 700006 herein after referred to
as the party of the THIRD PART (which expression unless
excluded by or repugnant to the context shall include his heirs,
executors and administrators);

WHEREAS the parties hereto under the FIRST PART,
SECOND PART and THIRD PART will at present constitute a
Partnership firm at their will and become its partners to carry on
Real Estate Business, subject to the terms contained hereunder
and subject to such modifications in its constitution or objects as
and when required by it partners.

NOW THIS AGREEMENT OF PARTNERSHIP WITHNESSTH and it is hereby agreed and declared as follows:-

 That the partnership business shall be carried on under the name and style of M/s. Tirupati Balaji Construction.

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Terresant Ballite conneryeté 157/A. A.P. e Me. Kar. 6. That the partnership business shall be carried on at 157/1A, A.P.C. Road, P.S. Shyampukur, Kolkata - 700006, at present and or at such place or places as may be mutually agreed upon the partners.

- That the partnership business of the said partnership firm shall be deemed to have commenced on and from day of October, 2015.
- That the partnership shall carry on the business at present in the line of Real Estate and/or any partners will decide mutually, time to time.
- 5. That the partners shall at present deal with the business to procure the lands directly from its respective land owners and to sell the same to its intending buyers upon such term as agreed by and between the intending buyers and the partners of this partnership Firm.
- 6. That the main object of this partnership firm at present is to acquire the huge quantities of land from the different land owners within the such belts or area as required

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by the intending buyers and/or procure such lands in any area of our country at the need of its actual buyer, under their instructions as their authorized agents, on such terms and conditions as will be agreed by the said intending buyers and the partners of this Firm.

- 7. That the partnership firm also may acquire lands in its name upon investment of funds and may sell it to its prospective buyers upon such term as will be agreed by and between the partners of this partnership firm and the prospective buyers of their said land holdings.
- 8. That the partnership firm may cause development of land and construction of building as per their convenient and on such land/plots which would be suitable for that purposes and profit making project of this partnership firm.
- That the capital of the firm shall be contributed by its partners at present in the manner appearing hereunder;

FIRST PART

Rs.2,00,000/-

SECOND PART

Rs.1,00,000/-

THIRD PART

Rs.1,00,000/-

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10. That the profit and loss of the partnership firm shall be divided between the partners hereto as follows:

Party of the FIRST PART : 50%

Party of the SECOND PART: 25%

Party of the THIRD PART : 25%

- 11. That the partners may by mutual consent borrow or raise loan on interest from market or from bank or Government in the name of the firm for the partnership business.
- 12. That the bank account of the partnership firm shall be kept in any nationalized or may other schedule Banks and it shall be operated by any two of the partners jointly or anything else which is to be decided by the partners jointly.
- 13. That all the partners will receive simple interest at the rate of 10.50% per annum (maximum) on the advance sums if be made in furtherance to their contribution as to the capital account of their said firm.

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14. That year of account of the firm will run from the first tlay of April to the last day of March according to English calendar and at the end of each year before ascertaining net profit after deducting all expenses from the gross receipts book profits etc. of the said partnership firm.

- 15. That partner under first part shall at the end of each month draw a sum of Rs. 10,000/- and the other two partners under second and third part will draw a sum of Rs.5,000/- each respectively in each consecutive months on account of allowances to the partners and if any of the partners draws any amount more than to his allowance stipulated herein such excess amount will be debited from his ratio on profit as would be ascertain in Final Audit and accounts of the said consecutive Financial Year of the said Firm.
- 16. That the parties at all time attend diligently to their duties to conduct the business of the firm and shall carry on the same to the greatest common advantages.
- 17. That there shall be proper books of accounts for the partnership business and all the partners hereto shall have

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the normal access in those books of accounts and generally those books of accounts shall be kept in office of the partnership firm.

- 18. That each partner shall pay his separate and private debts and shall keep partnership assets and properties free from all encumbrances, attachments, claims and demands and keep the other partners indemnified against all claims and demands in that behalf.
- That the partnership firm shall not in any way be liable for the personal liability and debts of any of the partners.
- 20. That all the partners shall have right to free access to the books of accounts, documents or papers relating to the partnership business and shall also be entitled to inspect them and to take copies thereof and to make extracts from them.
- 21. That at the end of each financial (i.e. accounting) year one profit and loss account balance sheet be drawn on the basis of the books of accounts for the partnership business and

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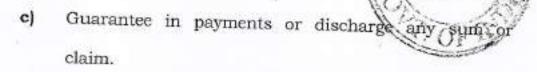
true copy of the said accounts shall be furnished to

- 22. That the assets of the partnership firm shall never be mortgaged or hypothecated for personal benefit of the partners hereto or for personal loans of any of the partners hereto but to take loan or advance from the banks or from any private parties for the purpose of carrying on the partnership business so smoothly, the assets as well as the stocks in trade of the partnership firm may be mortgaged or hypothecated on behalf of the partnership firm and all partners hereto shall be jointly and severally liable for the aforesaid.
- 23. That the partners shall without the consent of the other partner obtained in writing for the purpose to do any of the following acts:-
 - Engage or dismiss agents, clerks and or other servants of the firm.
 - b) Release or compound any debts or claim owing to the firm.

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- d) Execute any deed or stand surety for any matter or act in other manner whereby the property of the partnership firm may be liable.
- e) Transfer his interest in the firm mortgage sale of otherwise.
- 24. That all partners hereto can mutually agree upon and decide to admit any other partner for further finance as well as for the better interest and smooth progress of the partnership firm and in that event another partnership deed has to be drawn.
- 25. That the partnership is a partnership at will and any partner can retire voluntarily from the partnership business but in the event of doing so he shall have to serve three calendar months to all the other existing partners hereto prior to such retirement expressing his desires to do so explicitly. P. K. Datta

Regn. No.: 1101/98 C.M.M.'s Count 1 & S. Barkshall Street

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26. That all the partners shall have the right to represent the firm in all Government and Semi-Government Officers Bank Courts and other private undertakings and their acting's in the matter shall be deemed to be the action on behalf of the partnership firm.

- 27. That no partner hereto shall without the consent of the other partners introduce any new partner and or alienate his or her share in the firm to any outsider (ii) discharge any debtor (iii) enter into any wiggery, contract or do any thing to the determent to the interest of the partnership business.
- 28. That any of the above terms may be altered varied, added or deleted by mutual consent of the partners hereof to be either expressed in writing or implied by contact.
- 29. Save as provided in the forgoing paragraphs all other General are provisions of the Indian Partnership Act, 1932, shall apply to this Indenture of partnership.

P. K. Datta Notary Regs. No.: 1101/96 C.M.M.'s Gouth 4.3. Inschial Street Calculated 200.001 TRUPATIBALAJI CONSTRUCTION

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SULLY KUMON Shus

Partner

Mariner

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That in the event of retirement the retiring partner 30. have the right to take back the money stands, credit in his name as reflected in the books of accounts of the partnership firm.

- That in case of death the second and third (God forbid) of 31. any of the second and third partners hereto his legal heir or heiresses, nominee, assignees shall succeed to the share interest of deceased partner as at the date of death but the partnership shall not be dissolved thereon death of first partner add his share & interest will straight and devolved upon his grand son Sri Aswini Kumar Shaw son of his predeceased son Late Satish Kumar Shaw.
- That in case of disputed and disagreements amongst the partners hereto relating to the partnership business that matter shall be referred to three arbitrators mutually chosen by them and majority decision of the arbitrators shall be final and binding on all the partners hereto.

P. K. Dawa

Hanny Rum & Shus

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IN WITNESS WHEREOF the parties to these presence have hereunto set and subscribed there respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

In presence of:

1. Vikash Kr. Jansus-P 13A140, Aviji Road Kolkota 67 IRUPATI BALAJI CONSTRUCTION

SIGNATURE OF THE FIRST PART

Surry Kumar Shaw

2. Auhaum shin 15612 A-P-C Ruf 1201-70006

SIGNATURE OF THE SECOND PART

Manush Manu

Partner

SIGNATURE OF THE THIRD PART

Drafted by:-

Sachidananda Panda Advocate

> P. K. Datia Notary Rese. No.: 19998 Call M. Section 4 3. Earlies of Octor



Dated the

day of

20

IN THE MATTER OF

Instrument "A"

AND

Notarial Certificate

P. K. Datta

ADVOCATE

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Notary Public

GOVT. OF INDIA REGN. NO. 1101/98

CMM.s Court 2 & 3, Bankshall Street, Calcutta - 700 001

:: OFFICE ::

12/2; Old Post Office Street. 2nd Floor, Calcutta - 700 001

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