

Sl. NO 15 / 2017

Notarial Certificate

TO ALL TO WHOM these presents shall come, I TAPAN DAS duly appointed by the Central Government as a Notary and practising within the city of **Kolkata & 24 Parganas, Union of India** do hereby certify that the paper writings collectively marked 'A' annexed hereto, hereinafter called the paper writing, 'A' are presented before me by the executant/s.

M/s Toibhumi Housing Pvt (P)
of Poddar Ghat, Bate
No. 4, Room No. 788.
7th floor, 18 Rajendra
Sasani, Kolkata
and 03 State

Tapan Das
Notary, Govt. of India
Regd. No. 483/04
2 & 3 Bankshall Street,
Kolkata - 700001

hereinafter referred as the "executant/s" on the 17th
day of April in the year Two Thousand Seventeen

The "executant/s" having admitted the execution of the paper writing 'A' and being satisfied as to the identity of the executant I have attested the execution.

IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereinto subscribed my name and affixed my seal of office this 17th
day of April 2017



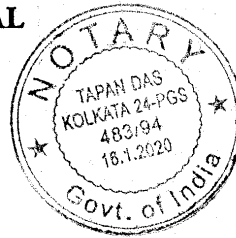
17.9.17
TAPAN DAS
Notary
Govt. of India
Kolkata & 24 Parganas
2 & 3 Bankshall Street
Kolkata - 700 001

SL NO 15/2017



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Y 327153



ANNEXURE-A

DEED OF PARTNERSHIP

This DEED of PARTNERSHIP is made on 10th April, 2017 by and between:-

1. M/s. Tribhumi Housing Pvt. Ltd. having its Registered Office at Poddar Court, Gate No.4, Room No. 7 & 8, 7th Floor, 18 Rabindra Sarani, Kolkata - 700001, hereinafter called the FIRST PARTY.
2. M/s. Lifeline Properties Pvt. Ltd. having its Registered Office at Poddar Court, Gate No.4, Room No.7 & 8, 7th Floor, 18 Rabindra Sarani, Kolkata - 700001, hereinafter called the SECOND PARTY.

WHEREAS the aforesaid partners have decided to carry on the business of Real Estate Developers / Promoters / Builders, Investors in all kind of Real Estate / Land, business of immovable property of all kinds, Contractors, Maintenance Services and all Associated Businesses in Partnership under the name and style of firm **Sutlej Promoters** since and w.e.f 10th April, 2017 under the mutually agreed terms and conditions of partnership.

TRIBHUMI HOUSING PVT. LTD.

Director

LIFELINE PROPERTIES PVT. LTD.

Director



-ANNEXURE A-

AND WHEREAS to avoid any future dispute or dissension it has also been agreed to reduce into writing the aforesaid mutually agreed terms in a Deed of Partnership.

NOW THIS DEED OF PARTNERSHIP WITNESSETH the mutually agreed terms as under:

1. That the Partnership Business shall be carried on under the name and style of **Sutlej Promoters**.
2. That the principal place of business of the Partnership Firm shall be situated at Poddar Court, 7th Floor, Room No.7 & 8, Gate No.4, 18 Rabindra Sarani, Kolkata – 700001, or at any other place or places as the parties hereto may agree from time to time.
3. That this Partnership Business has come into existence on 10th April, 2017 and shall always be deemed to have come into existence on and w.e.f 10th April, 2017.
4. That the business of the Partnership Firm shall be of Real Estate Developers / Promoters / Builders, Investors in all kind of Real Estate / Land, business of immovable property of all kinds, Contractors, Maintenance Services and all Associated Businesses. But the parties hereof on mutual consent may embark upon any other line or lines of business.
5. The Funds required for the purpose of the Partnership Business shall be contributed in form of capital/ loan by the Partners. Simple interest at the rate of 12% per annum or such lower/higher rate as may be agreed, shall be payable by the Partnership Firm on the amount standing to the credit of loan account of the Partners.
6. The net profit of the partnership business as per the account maintained by the Partnership Firm after deduction of all expenses as well as interest etc. payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners shall be divided and distributed amongst the partners in the following proportion:-

- | | |
|---------------------------------------|-----|
| 1. M/s. Tribhumi Housing Pvt. Ltd. | 90% |
| 2. M/s. Lifeline Properties Pvt. Ltd. | 10% |

The loss if any, including loss of capital suffered in any year shall also be borne / distributed in the above proportion.

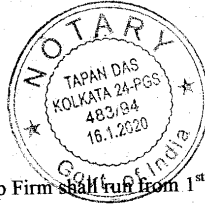
TRIBHUMI HOUSING PVT. LTD.

Director

LIFELINE PROPERTIES PVT. LTD.

Director

07 APR 2017



ANNEXURE-A

7. That the accounting period of this Partnership Firm shall run from 1st Day of April to 31st Day of March each year. At the close of the accounting period i.e. on 31st March each year, the Books of Accounts of the Partnership Firm shall be totaled, balanced and adjusted upto the close of the Accounting period and Trading and Profit & Loss Account shall be prepared.

The resultant profits and losses will then be debited or credited to the respective parties capital / current accounts as the case may be. Balance Sheet thereafter shall be prepared depicting the state of affairs of the Partnership Business as on 31st Day of March each year.

8. That usual and customary Books of Accounts of the day to day affairs of Partnership Firm shall be maintained and kept at the principal place of business and shall not be removed therefrom unless mutually agreed or deemed necessary in the interest of the Partnership Business. However, the parties hereof shall be entitled to inspect these Books of Accounts and also to take copies or extract therefrom but only during business hours.
9. That all the parties hereof shall be faithful to and shall act as an attorney of / to each other as also of the Partnership Firm as far as their business affairs are concerned.
10. That bank account or accounts may be opened in any bank or banks and would be operated upon by the parties hereof as agreed between them from time to time.
11. That new partner or partners may be admitted to this Partnership Business upon the mutually agreed terms and conditions in between the existing partner or partners and incoming partner or partners.
12. That save in so far as provided here in, the Partnership Firm shall be governed by the provisions of Indian Partnership Act, 1932 as amended from time to time.
13. That in case of dispute between the parties hereof with regard to the terms and conditions of the Partnership and other allied matters, the matter shall be referred to and decided by the Arbitration as per the provisions of Indian Arbitration Act then in force.

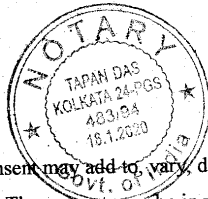
TRIBHUMI HOUSING PVT. LTD.

Director

LIFELINE PROPERTIES PVT. LTD.

Director

17 APR 2017



ANNEXURE-1

14. That the Parties hereof on mutual consent may add to, vary, delete, alter any of the above mentioned terms of this Partnership. The consent may be in writing or be deemed by the Acts of the parties hereof.

IN WITNESS WHEREOF THE PARTIES HEREOF HAVE SIGNED THESE PRESENTS ON THE DATE MONTH & YEAR AFORESAID IN KOLKATA IN PRESENCE OF WITNESS

WITNESS :

1) S. K. Sinha

2) [Signature]

SIGNATURE OF PARTNERS

1) **TRIBHUMI HOUSING PVT. LTD.**

[Signature]
Director

2) **LIFELINE PROPERTIES PVT. LTD.**

[Signature]
Director

Drafted, read over and explained the contents of this Partnership deed to the Executants who found and admitted the same to be true and correct.

Identified by me
[Signature]
Advocate

Signature Attested Only
On Identification of Ld Advocate

TAPAN DAS
Notary Govt. of India
Kolkata & 24-Parganas

Advocate

17 APR 2017