

Rekha Tewari
B.A., L.L.B.

Professional Address :
2&3, Bankshall Street,
Kolkata - 700 001

Advocate & Notary Public
Govt. of India

Mobile : 9748234830

Sl. No.150...../2016

NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS Shall come, I, Rekha Tewari duly authorised by the Central Government to practise as a NOTARY do hereby verify, authenticate, certify, 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 and attest that the annexed instrument 'A' is the.

*Original Deed Of Partnership
Executed by Sri Raja Raj Chowdhury
And Others As Per the Same.*

PRIMA FACIE the annexed instrument "A" appears to be in the USUAL procedure to serve and avail as needs or occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHERE OF being required of a NOTARY I, the said notary do hereby subscribe my hand and affix me seal of office at Chandernagore on this

the 08 APR 2016 day of in
the year of Christ 20 08 APR 2016



R
Rekha Tewari
NOTARY PUBLIC
Regn. No.: 10288/13
Govt. of India
CMM'S Court
Kolkata - 700001

KALPANA HEADHIGHS

K. Kalpana
Authorised Signatory

314116



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 952871



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this 6th day of April, Two Thousand Sixteen (2016).

BETWEEN

(1) SRI RAJA ROYCHOWDHURY, Son of Late Anil Roychowdhury by faith-Hindu, by occupation-Business, residing at 2, Ananda Chatterjee Lane, Block-A5, Kolkata-700003, hereinafter referred to as the **FIRST PART**.

[Signature] u Roychowdhury

[Signature] Rekha Roychowdhury

[Signature] Roychowdhury

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भारतीय गैर न्यायिक

पचास
रुपये

रु. 50

FIFTY
RUPEES

Rs. 50

INDIA

INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL



S 952872

2

AND

(2) SMT. KALPANA ROYCHOWDHURY, wife of Late Anil Roychowdhury, by faith-Hindu, by occupation-Business, residing at 2, Ananda Chatterjee Lane, Block-A5, Kolkata-700003, hereinafter referred to as the **SECOND PART**.

AND

(3) SMT. RASHMI ROYCHOWDHURY, wife of Sri Raja Roychowdhury, by faith-Hindu, by occupation-Business, residing at 2, Ananda Chatterjee Lane, Block-A6, Kolkata-700003, hereinafter referred to as the **THIRD PART**.

Kalpana Roychowdhury & *Rashmi Roychowdhury*

Rekha Roychowdhury

Kalpana Roychowdhury

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S 952873



3

AND

(4) MISS RAYA ROYCHOWDHURY, daughter Sri Raja Roychowdhury, by faith-Hindu, by occupation-Student, Business, residing at 2, Ananda Chatterjee Lane, Block-A6, Kolkata - 700003, hereinafter referred to as the **FOURTH PART**.

WHEREAS the party of the First Part, Third Part duly executed a Partnership Deed on 1st day of February, 2013 with another partner Sri Anupam Mandal, son of Sri Parameshwar Mandal of 2, Ananda Chatterjee Lane, Block-E3, Kolkata-700003 for running business of the dealing in land and immovable properties, development of immovable properties and/or construction of buildings in the name and style of "KALPANA HEADHIGHS" according to the terms and conditions mentioned in the said Partnership Deed.

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[Signature] Rashmi Roychoudhury

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AND WHEREAS subsequently one of the partner of the aforesaid firm namely Sri Anupam Mandal, son of Sri Parameshwar Mandal vide a letter addressed to the another partners, desired to retire from the said partnership firm for his personal reason and the continuing partners also have accepted his desire.

AND WHEREAS said retiring partner also has released himself from all the functions of the said partnership firm and he also declared that he shall have no right title interest and/or any claim from the said partnership firm.

AND WHEREAS the continuing partners thereafter decided to include the another new partners in the said partnership firm as per the same terms and conditions of the said partnership deed, which will still remain in effect as before.

AND WHEREAS it is mutually agreed between the continuing partners and the incoming partners that they shall become the joint partners of the aforesaid firm upon following terms and conditions:

1. That the parties hereto shall carry on business of dealing in lands and immovable properties of buying and selling the same and also of development of lands, immovable properties and construction of building or buildings thereon as developer/promoter/contractors in partnership under the name and style of "KALPANA HEADHIGHS" (hereinafter referred to as the "Firm").
2. The partners shall enter into engagements on behalf of the Firm in the Firm's name only. The said name and the objects

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K. Roychoudhury

Roshni Roychoudhury

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may be altered hereafter if so unanimously decided by all the partners then constituting the Firm.

3. That the partnership business under the name and style of "KALPANA HEADHIGHS" shall, continue with its principal place of business and registered office at 35A, Raja Nabakrishna Street, Kolkata- 700005. The parties by mutual agreement may carry on business at such other place or places, in such other name or names and or such other nature and natures as, they may deem fit and proper from time to time.
4. The capital of the partnership Firm shall be a sum of Rs.60,000/- (Sixty Thousands only) and shall be provided by the parties hereto in the following :
- | | |
|-----------------------|-------------|
| 1 st Party | Rs.20,000/- |
| 2 nd Party | Rs.10,000/- |
| 3 rd Party | Rs.20,000/- |
| 4 th Party | Rs.10,000/- |

If at any time from the date of execution of this Deed any further capital is required for smooth running of the business of the partnership, the same shall be contributed by the partners in such proportion as they will amicably decide and will think fit and proper.

5. The profit sharing ratio amongst the partners is finalized as follows :
- | | | |
|---------------------------|---|-----------------------|
| SRI RAJA ROYCHOWDHURY | - | 1 st Party |
| SMT. KALPANA ROYCHOWDHURY | - | 2 nd Party |
| SMT. RASHMI ROYCHOWDHURY | - | 3 rd Party |
| MISS RAYA ROYCHOWDHURY | - | 4 th Party |

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The partners shall be entitled to share the net profit of the business as reflected by the audited accounts and shall share the losses reflected by the audited accounts of the firm in the above ratio.

- 6. All outgoing and expenses of the partnership and all losses including interest and capital, shall be payable, first out of the profits, next, out of capital and in the case of further deficiency, by the partners in the proportion in which they are entitled to share in the net profits of the business.
- 7. If any partner does not agree to such sharing of percentage of profit, he may withdraw his share from the business of the Firm at least one month before starting of any new project in writing and in such case his investment shall be refunded without any interest thereon within next three month from his withdrawal from the Firm subject to the approval of the other existing partners.
- 8. In case of any loss in the business, the partners agree that:
 - i. The loss, if any, including loss of capital suffered in any accounting year will be apportioned between the partners equally i.e., each partner shall bear loss if any in equal proportion irrespective of their respective share.
 - ii. In case of any loss in the business each partner may recover the same by providing loan in cash as would be decided between themselves.
 - iii. In case the Firm suffers any loss in business owing to negligence or lack of effort for any of the partners in that

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event his capital investment may be seized to meet such loss. None of his personal properties & other movable/ immovable assets shall be attached or subjected to meet such loss.

9. Due to lack of expertise in and/or exposure to construction work & non availability of daily participation due to their own respective professional and/ or household and other engagements save and except the party of the First Part, the parties have amicably and unanimously decided that Sri Raja Roy Chowdhury, party of the First Part herein shall act as the Managing Partner and the authorised signatory for and on behalf of the Firm for the following acts:

- i. To appear for and represent our above Firm to all intents and purposes in or outside India in connection with its said business and all affairs ancillary or incidental thereto and to sign jointly and/or severally all contracts and orders and other documents, letters, receipts, papers and writings whatsoever and to conclude all bargains and deals, to accept all estimates, tenders, quotations, etc., to settle all disputes and differences in connection with its said trade or business and affairs ancillary or incidental thereto.
- ii. To ask for, demand, recover, receive and collect all moneys due and payable to the said Firm in connection with its said business from any person or persons, company or association, including any statutory body or authority, Government or semi-Government or private concern or concerns including insurance, claims, compensation and damages against Railways, Airways, Roadways etc. etc, and to give good valid receipts and discharges there for.

Raj. Roy Chowdhury

K. Roy Chowdhury

Roshni Roychowdhury

G. Chowdhury

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R. P. Roy
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- iii. To appear for and represent the Firm before all municipal bodies Corporation, Improvement Trust, Railways, Airways, Roadways, Travel Agents, Chamber of Commerce and Industry, Controller of Patents, in all Collectorate, Treasury, Revenue offices, Settlement offices, before any Magistrate and in all courts having civil, criminal, original or appellate, revisional or special jurisdiction, including jurisdiction of any High Court, under Art. 226 of the Constitution of India, before any tribunal of arbitration or other tribunal or judicial authority, Wealth Tax, Sales Tax and other authorities and in all other Government or semi-Government offices and departments.
- iv. To acquire, sell or dispose of goods and stock-in-trade for cash or on credit for the purpose of carrying on business of the Firm.
- v. To apply for, obtain and renew all licences, permits, etc. as may be necessary or requisite for the purpose of carrying on or developing the trade or business.
- vi. To prepare, sign and submit all returns and statements, e.g., income-tax and sales tax returns, declarations and to verify the same by production of books and vouchers and other documentary evidence.
- vii. To appoint and dismiss or discharge any staff, agent, broker, menials, durwan and other menials and settle and pay their remuneration and fix up conditions of service.
- viii. To appoint and cancel of appointment of any Architect, Licensed Building Surveyor (LBS), Engineer, Property agent,

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K. Roy Choudhary

Roshni Roychoudhary

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broker, one or more contractors and or subcontractors for construction.

ix. To institute, defend and prosecute, enforce, or resist any suit or other actions and proceedings, appeals, in any court anywhere within or outside India including the International Court in its civil, criminal, revenue, revision or before any tribunal of arbitration or industrial court, income-tax and sales-tax authorities whether by and on behalf of the said Firm or against it, to execute warrant of attorney, vakalatnama, and other authorities, to act and to sign and verify complaints, written statements, petitions and other pleadings, including pleadings under Arts. 226 and 227 of the Constitution of India, and also to present any Memorandum of Appeal, tabular statement, accounts, inventories, to accept service of summons, notice and other legal processes, enforce judgment, execute any decree or order, to appoint and engage on behalf of the said Firm pleaders, attorney, counsel and other legal agents as our said attorneys may think fit and proper and to adjust, settle all accounts, to refer to arbitration all disputes and differences, to compromise cases, to withdraw the same or to be non-suited and to receive delivery of documents or payments of any money or moneys from any court, office or opposite party either in execution of decree or order or otherwise as he shall think fit and proper and to do all acts, deeds and things that may be necessary or requisite in connection therewith.

x. To settle, compromise, or compound, any debt or claim whether in favour or against the Firm.

Rishi Chatterjee

K. for Choudhury

Reshmi Roychoudhury

Choudhury

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To refer any dispute or differences arising out of the same to arbitration, to file the statement of facts or counter-statement of facts, to proceed with or oppose arbitration proceedings and to apply for execution of award or to set aside the award in terms of the Arbitration clause hereinafter mentioned.

- xi. To accept bills and money order, cheques, bank drafts, payment orders or other securities for money drawn in favour of the said Firm and to negotiate encash credit and collect the proceeds thereof through the said account or accounts.
- xii. To apply for and obtain overdraft or overdrafts on behalf of the Firm from any such bank or banks against such security or securities of its said trade or business or estate as he shall think fit and proper subject to clause "xv" hereunder.
- xiii. To sell, purchase, pledge, raise money or convert into money or securities for money and transfer and/or exchange and/or otherwise deal in all shares, stocks and other securities, marketable or non-marketable, cheques, bills, drafts, hundis and promissory notes and investments through authorised brokers or otherwise and to raise loan by pledge or hypothecation of the same.
- xiv. To compound and accept in part in lieu of or satisfaction of the whole or compromise any debt or other claim and demand against any person, Firm or company or any Government or semi- Government department or Government undertaking or Life Insurance Corporation of

Rishabh Choudhury

Roshni Roychoudhury

R. Choudhury

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K. Headhigs
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08 APR 2016



India, to grant any extension of time for payment or satisfaction thereof upon such terms and conditions with or without securities as the said Managing Partner may think fit and proper.

- xv. And generally to do all acts, deeds and things as may be necessary on behalf of the said Firm to all intents and purposes as the partners constituting the same for the time being could do in their own persons.

Provided always that the aforesaid authorisation shall not extend to-

- a) any investment or advance out of the funds and assets of the said business nor to draw, accept, negotiate, retire, pay, discount or satisfy any hundi, cheque or cheques, Promissory Note, Bill of Exchange or other negotiable instrument or instruments;
- b) winding up of the business or change of its place or places or abandonment or closure thereof without the express consent of the partners in writing obtained previously thereto; and/or
- c) any sale, lease, pledge, charge, mortgage or hypothecation of any of its properties, assets, credits, or goodwill which rights are all expressly reserved for the partners and are not hereunder conferred upon or delegated or otherwise intended.

Provided always that the said Managing Partner shall always keep and maintain true and faithful accounts of all dealings

Rishabh Chatterjee

Roshni Roychowdhury

Roshni

Roychowdhury
KALPANATHADHIGHS

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Rishabh Chatterjee
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08 APR 2016



and transactions in relation to the said business and affairs ancillary and incidental thereto and furnish the same to the partners at all reasonable times as and when demanded and account for all receipts and vouchers for all expenses and disbursements made by him as are usual or customary in business of like nature and pay the surplus amount lying with, him to the partners on demand. The said Managing Partner with the help of other partners shall also prepare quarterly statements of profit and loss and the balance-sheet in respect of the said business.

xvi. And the other partners do hereby and at all times hereafter shall ratify and confirm all and whatsoever other act or acts the said Managing Partner shall lawfully and bonafide do or cause to be done by virtue of these presents.

10. The partners shall jointly open any one or more banking account or accounts in the name and on behalf of the Firm in any or more bank or banks, to deposit and withdraw money and fully operate the same jointly. The operation of a particular bank account shall be made by such partners as may be decided by them jointly from time to time. All moneys and securities for money belonging to the partnership (except moneys required for current expenses) shall be paid into and deposited with ALLAHABAD Bank, HDFC Bank or such other bankers as the partners shall from time to time determine. Cheques drawn on partnership accounts shall be signed at least by two partners or by the authorized signatory.

[Handwritten signatures] K Roy Choudhury Rashmi Roychoudhury

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U U M I I L U I U



- 11. The accounting year for the partnership Firm shall be from April to March unless otherwise agreed upon under the exceptional circumstances. The partners shall get the accounts audited by a qualified auditor and such accounts to be finalized and copies of Profit and Loss Account and Balance Sheet to be furnished to each partner within six months of the closing of the Accounting Year which will end on 31st March every year.
- 12. That the partners are entitled to get remuneration in the form of commission out of the profits of the firm and the same shall be computed in accordance with the method of calculation laid down in Section 40(b) (v) of The Income Tax Act, 1961 .No commission will be paid in case of loss. The commission shall be credited to the capital account of each of the partners, while they may be allowed drawings from time to time. The quantum of commission as a percentage of book profits is as follows :-

Sl. No.	Name of partners	On 1 st Rs.3 Lakh of Book Profits	On Balance of Book Profits
1.	Sri Raja Roychowdhury	50%	30%
2.	Smt. Kalpana Roychowdhury	10%	7.5%
3.	Smt. Rashmi Roychowdhury	20%	15%
4.	Miss Raya Roychowdhury	10%	7.5%
Total :		90%	60%

The above ratios of commission will be calculated on book profits of the firm as explained under section 40(b)(v) of The

Raja Roychowdhury *Rashmi Roychowdhury*

Roychowdhury

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Kalpana Roychowdhury
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Income Tax Act 1961, as may be amended from time to time, amending after adjustments of all brought forward losses/depreciations as per Income tax computation of previous years.

13. That none of the partners except the Managing Partner shall have any right to take any loan from any bank/private financial institutions in the name of the Firm and in case when the said Managing Partner takes such loan, he shall intimate the other partners the purpose of taking such loan in writing.
14. Each continuing partners have agreed to admit any new partner or partners into the said partnership Firm to carry on the business of development and promoting of any property.
15. Each of the parties hereto shall be entitled to carry on their own separate and independent profession or business of dealing of lands and buildings hither to they might be doing or they may hereafter do as they deem fit and proper and other partners shall have no objections thereto.
16. That notwithstanding any thing contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties in case of death of any one or more partners, the Firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heir or heirs and/or representatives of the deceased partner as a continuing concern, on the same terms and conditions as incorporated in this deed or on such terms

Rishi Choudhury

Rishi Choudhury

Rashmi Roychoudhury

Rishi Choudhury

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08 APR 2016



and conditions as may be agreed by and between them from time to time. The share in the Firm and/or partnership business of the retiring/deceased partner shall automatically devolve upon such retiring/deceased partner's legal heir (s) and/or representative by operation of law of succession.

17. All necessary and proper books of accounts shall be keep in the custody of the Managing Partner and each partner shall have benefited to take copies of the extracts form such books of accounts.
18. On 25th March of each accounting year during the continuance of the partnership an account shall be taken of all the capitals, assets, liabilities and the profit and losses of the partnership so that actual receipts and payments may be taken into account including therein the profits earned and the losses incurred but does not actually received or paid for the proceeding year and shall be signed by each partners. Such account when signed shall be binding upon each partner.

Provided that if any partners refuses to sign the said accounts without assigning any valid reason for such refusal, a copy of the said account shall be sent to him forthwith by registered post and the accounts shall be deemed to have been signed by him on the date of posting.

19. Each partner shall be just and faithful to the others in all transactions relating to the partnership and shall render true, correct and faithful accounts of all dealings or of the transactions of the partnership business.

Rishi Choudhury *K. Roy Choudhury* *Roshni Roy Choudhury*

Choudhury

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Rishi Choudhury
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20. Once in every calendar month a monthly meeting will be held by and between the partners, who shall mandatorily attend such meeting, unless prevented by sufficient reason to be intimated prior thereto to the other partners in writing, and such meeting shall be held for the development of the partnership business and for solution and/or removal of problems, impediments and doubts faced by the partners in ordinary course of business.
21. Each partner shall-
- (a) Punctually pay his or her separate debts and indemnify the other partner and the assets of the Firm and against the same and all expenses therefore.
- (b) Upon every reasonable request, inform the other partners of all letters, accounts, writings and other things which shall come to his or her hand or knowledge concerning the business of the partnership.
22. That any of the partners can retire voluntary from the said partnership business subject to approval of the other partners and in the event of willful retirement of any one of the partners, such retiring partner shall have two months notice in advance to the surviving partners stating inter-alia 'the reasons of such retirement and the surviving partners

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shall accept such notice of retirement and shall publish one copy of the same in the official Gazette and the said partnership shall not be dissolved by such retirement but be carried on by the surviving partner and the surviving partners may operate the same Bank Account or may reconstitute the said partnership by taking into any person or persons as partner as they will think fit and proper. After such retirement, if any, the retiring partner shall be entitled to realize his share and shall pay his separate debt and indemnify the other partners and the assets of the Firm and the said retiring partner, unless the legal heir(s)/ representative of the retiring partner wishes to be inducted as a partner and continue business with share.

23. No partner shall without the written consent of the Managing Partner -

- (a) Lend or borrow money or deliver upon credit goods of the Firm to any person or persons whom the other partners shall have previously in writing forbidden him to trust, (b) Secure surety or guarantee for any person or do or knowingly suffering anything whereby the partnership property may be endangered.
- (c) Draw or accept or endorse any hundi, bills of exchange, promissory note nor shall be entitled to mortgage his or her share or any property of the partnership Firm.

[Signature]

X for choudhury

Roshni Roychowdhury

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[Signature]



24. All the other matters, for which no provision is made in this deed, shall be decided by the majority of the partners.
25. All notices to be given either to a partner or by a partner to the Firm hereunder shall be deemed to be duly served if addressed to such Firm or the partner at the address given hereinabove and sent by registered post.
26. In case of difference and/or disputes which may arise among the partners hereto with regard to the construction meaning and effect of this Deed or with respect to accounts profits or losses of the business of the Firm or the rights or liabilities of the partners hereunder or the dissolution or winding up of the business or any other matter relating to the Firm, such difference and/or disputes shall be referred to arbitration of such person as the partners may decide jointly. The Award made by the sole arbitrator shall be binding on the partners as well as on the Firm. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.
27. Any of the above terms of this agreement may be varied, altered or added to by the mutual consent of the partners hereof and the same be either expressed or in writing or implied from conduct.

Rishi Choudhary

K Roy Choudhary

Roshni Roychoudhary

Shoudhary.

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Rishi Choudhary
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IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above-written.

SIGNED, SEALED AND DELIVERED by the said Sri Raja Roychowdhury, Smt. Kalpana Roychowdhury, Smt. Rashmi Roychowdhury, Miss Raya Roychowdhury respectively in the presence of:

WITNESS:

1.

Sri Raja Roychowdhury
SRI RAJA ROYCHOWDHURY

2.

K Roychowdhury
SMT. KALPANA ROYCHOWDHURY

Rashmi Roychowdhury
SMT. RASHMI ROYCHOWDHURY

Roychowdhury
MISS RAYA ROYCHOWDHURY

Identified by me :

Suparna Saha
Advocate

ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION

08/04/2016
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NOTARY

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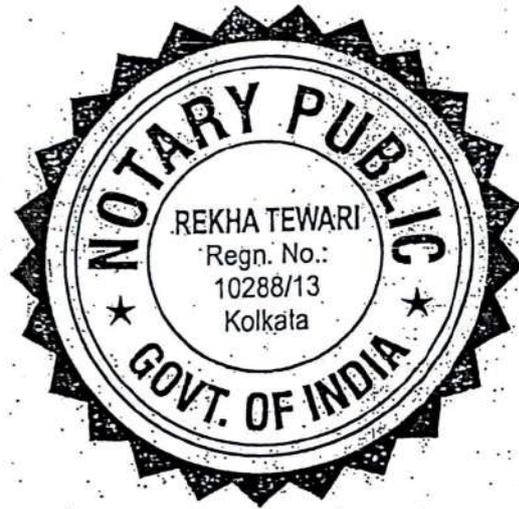
NOTARIAL CERTIFICATE

INSTRUMENT "A"

dated _____ day of _____ 20

08 APR 2016 with
NOTARIAL CERTIFICATE

dated _____ day of _____ 20
08 APR 2016



Mobile: 09748234830

Rekha Tewari

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