

NOTARIAL CERTIFICATE

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

Nibaran Ch. Nag

B.COM, LL.B., Advocate

NOTARY

(Appointed by Govt. of India)



Serial No. 2210/N-24
Date: 07.06.2024

TO ALL WHOM THESE PRESENTS shall come, I **SRI. NIBARAN CH. NAG** duly authorised by the Government of India to practice as **NOTARY** do hereby verify, authenticate, certify and attest as under the execution of the instrument annexed hereto collectively marked "A" on its executed, admitted and identified by the respective signatories and as also by Sri/Smt. Dipak Debnath, Advocate, as to the matters contained therein presented before me.

According to that is to certify, authenticate and attested that the annexed instrument "A" is the



Original Re Constitution of Partnership Deed

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

In faith and testimony whereof being required of a Notary, I the said Notary do hereby subscribe my hand and affix my seal office at Siliguri on this the 07/6 Day of June in the year of 2024.



Nibaran Ch. Nag
NIBARAN CH. NAG
Notary (Govt. **NOTARY**
Regd. No. 13758
Siliguri, Darjeeling (W.B)

The Executant (S) is/are identified by me:

Dipak Debnath

Dipak Debnath
ADVOCATE
Advocate, Siliguri

Regd. No.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AR 801973

MS. T. Bhanu
Sogab Ali
Samsu A
Shibabk Barshon

RECONSTITUTION OF PARTNERSHIP DEED

Contd.P/2

22.06/07/06/24
NIBARANCH. NAC
Notary (Govt of India)
Regd. No 13758
Siliuri Darjeeling (WB)

भारतीय गैर न्यायिक

पचास
रुपये

₹.50

भारत



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AF 868960

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This reconstitution of Partnership Deed is made and executed
on this the 3rd day of June, 2024

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NIBARAN CH. NAG
Notary (Govt of India)
Regd. No 13758
Siliuri Darjeeling (W.B.)



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Mr. Taslim

Sojib Ali

Saurab Ali

Shibabir Bandyopadhyay

B E T W E E N

MD. TASLIM, (IT PAN ACBPT6537C) Son of Abdul Masjid, Muslim by faith, Indian by Nationality, Business by occupation, residing at 26 Tapsia Road, P.O. & P.S. Tiljala, District- South 24 Parganas, Pin-700039, in the State of West Bengal - hereinafter called the "**FIRST PARTY/ CONTINUING PARTNER**" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**FIRST PART**".

AND

MR. SOYAB ALI, (IT PAN AIZPA2641J) Son of Late Mohammad Ali, Muslim by faith, Indian by Nationality, Business by occupation, residing at Main Road, Upper Bagdogra, P.O. Bagdogra, P.S. Naxalbari now Bagdogra, District- Darjeeling, Pin-734014, in the State of West Bengal, - hereinafter called the "**SECOND PARTY/CONTINUING PARTNER**" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**SECOND PART**".

AND

MD. SAURAB ALI, (IT PAN BXIPA0062Q) Son of Late Mohammad Ali, Muslim by faith, Indian by Nationality, Business by occupation, residing at Main Road, Upper Bagdogra, P.O. Bagdogra, P.S. Naxalbari now Bagdogra, District- Darjeeling, Pin-734014, in the State of West Bengal- hereinafter called the "**THIRD PARTY/ CONTINUING PARTNER**" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**THIRD PART**".

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Mr. Tishu
Sobhi
Sambhu
Shibabrata Bardhan

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A N D

MR. SHIBABRATA BARDHAN, (IT PAN AGOPB5832F) Son of Mr. Sushil Chandra Bardhan, Hindu by faith, Indian by Nationality, Business by occupation, residing at Vivekananda Pally, Upper Bagdogra, P.O. Bagdogra, P.S. Naxalbari now Bagdogra, District- Darjeeling, Pin-734014, in the State of West Bengal,- hereinafter called the "**FOURTH PARTY/ RETIRING PARTNER**" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**FOURTH PART**".

WHEREAS the First Party, Second Party, Third Party and Fourth Party have been conducting on property developing, constructing residential cum commercial Flat or any other business as may be necessary in the interest of the firm which shall be mutually decided by the abovementioned partners time to time in future under the name and style of the firm "M/S DISHA CONSTRUCTIONS"

AND WHEREAS above named First Party to Fourth Party executed a Deed of Partnership among themselves on 01.09.2019 and they have been carrying on the above mention business as partners of the firm under the name and style of "M/S DISHA CONSTRUCTIONS"

AND WHEREAS the partner No. 4 (Fourth Part) of the firm has expressed his desire to retire from the firm and his 30% share of the firm transfer to Partner No.1 to 3 (equally) and the Partner No. 1 to 3 continue the said business under the name of above firm i.e "M/S DISHA CONSTRUCTIONS" and upon the party No.4 offering to retire from the firm the accounts of the firm have been drawn

AND WHEREAS now the partner No.4 (Fourth Part) have decided to retire from the firm and the continuing partners have decided to running the business of the firm reconstituted firm as per the terms and conditions in writing on the basis of partnership w.e.f. 01.01.2024 by means of clauses witnessed as under

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Soyasahi
Saurav A C
Shikanta Barshon

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AND WHEREAS Partner No. 1 to 3 herein have decided to continue the said business in the same i.e developed Property and constructing Residential cum commercial Flat or such any other business or businesses as the partners may agree upon in which the firm was dealing and to take over the liabilities of the firm, all the assets together with goodwill and name. Hence this re-constitution deed.

AND WHEREAS the Retiring partner hereby assigns and transfer all his share, right, title and interest in the said partnership business together with all assets including goodwill and outstanding, benefits of all permits and licenses held by the firm to be paid by the continuing partners to the retiring partner on the execution of these presents (receipt whereof the Retiring Partner doth hereby admit) to hold the same.

AND WHEREAS the retiring partner (Fourth part) is not liable in any mattes/liabilities prior to 31st December, 2023, like advances from parties for booking of shop, Flat or any part of building, creditors of goods supplied/on expenses account, or any sum which are claimed/refund for cancellation of bookings and any other type of un taxes arises after his retirement.

AND WHEREAS to avoid future disputes differences, complication, misunderstanding etc. the aforesaid parties have decided to reduce into writing the terms and conditions of these partnership and to have a "DEED OF PARTNERSHIP".

NOW THEREFORE, THIS re-constitution Partnership Witness and it is hereby agreed by and among the parties.

1. NAME OF THE FIRM :

THAT the name and style of the partnership shall be "M/S DISHA CONSTRUCTIONS".

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Siliguri Darjeeling W B



Mr. Taha
Soyab Ali
Jamil An
Shibanta Baran

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2. THE PRINCIPAL OFFICE OF THE FIRM

That the Principal office of the firm at Upper Bagdogra, ,P.O & P.S Bagdogra, District-Darjeeling, Pin-734014 and the said Principal office can be changed subsequently in the interest of the firm time to time in future.

2. COMMENCEMENT DURATION AND OFFICE :

- a) That after reconstituted the Partnership business shall be deemed to have commenced with effect from 1st day of January, 2024 and that this Deed of reconstituted partnership shall have retrospective effect from that date.
- b) That the business of partnership shall be that of to deals in property developing, constructing residential cum commercial Flat or any other business
- c) THAT the principal place of business of Partnership shall be at Upper Bagdogra mentioned herein above. The partners mutually agreeing may open Branch office/s, and/or other office/s, and may mutually agreeing shift the principal place of business from time to time.

CONTINUANCE OF PARTNERSHIP

That the Partnership shall be a Partnership at will the parties abovenamed have became partners/parties and shall continue to the partners/parties to carry on business until the expiration of 6 (six) English calendar months notice in writing to determine the partnership left by the either partner/party from the other is served at the Principal office of the firm and a copy to Financial Institution / Banks by registered post which shall be deemed to have proper and sufficient service.

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Siliguri Darjeeling (W.B)



Mr. Taha
Sajid Ali
Saurabh
Shibanta Barik

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3. CAPITAL :

- i) That the total Capital of the Partnership Business is Rs 10,00,000.00 (Rupees Ten Lakhs) only out of which shall be contributed by the First Party, Second Party and Third Party as follows :-

First Party	::	Rs.	4,00,000.00
Second Party	::	Rs.	3,00,000.00
Third Party	..	Rs.	3,00,000.00

- ii) THAT the partners for and on behalf of the firm shall be entitled to raise loan for the purpose of partnership business from any Bank, Financial Institution, Central or State Government and/or Private Party with mutual consent of the partners.

NATURE OF THE BUSINESS

That the nature of the business of the firm to carry on property developing, constructing residential cum commercial Flat or any other business as may be necessary in the interest of the firm which shall be mutually decided by the abovementioned partners time to time in future under the name and style of the firm "M/S DISHA CONSTRUCTIONS" in different places in the State of West Bengal.

4. PROFIT OR LOSS OF THE FIRM :

That the profit or loss determined at the end of every project or every year shall belongs to and be borne by all the partners as follows:-

First Party- (30% + 10% from retire partner)=40%

Second Party- (20% + 10% from retire partner)=30%

Third Party-(20% + 10% from retire partner)=30%

SALARY OF THE PARTNER

That each working partner may charge salary maximum Rs 3,000.00 (Rupees Three Thousand) only per month by mutual consent among the partners.

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Siliguri Darjeeling (WB)



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Shibabanta Barik

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10. ACCOUNTS :

- a) That the accounts of the firm shall be adjusted annually on 31st day of March of every year or on any other interval or period when the profit or loss, as the case may be, shall be ascertained and divided between the partners accordingly to their share mentioned elsewhere in this Deed.
- b) THAT the books of account together with all other papers and documents shall be kept at the principal office of the firm or place of business of the firm and all the partners shall at all reasonable time be entitled to inspect or take copies or extracts thereof.
- c) That the firm shall maintain proper books of accounts and the books of accounts, securities, vouchers shall be kept in the Principal office of the firm and be open for inspection by the partners or their duly authorised agent

6. BANK ACCOUNT :

That the Bank Account or accounts of the Partnership shall be opened with any Nationalised Bank or Banks in and such accounts shall be operated under the signatures of minimum three partners. .

AMENDMENTS OF DEED OF PARTNERSHIP :

Any of terms and conditions of this partnership deed may be varied altered, amend, or substituted or added to the mutual consent of the partners in writing

WITHDRAWAL AMOUNT FROM FIRM'S BANK ACCOUNT

That the withdrawal of any amount by way of expected profits from the Bank Account of the firm shall not be permitted without the consent of all of the partners in writing. The amount such withdrawn shall be adjusted in the share of profit of the withdrawing partner at the time final accounts of the profits or losses of the partner ship. In case the partnership account do not exhibit a profit to the extend on such withdrawals, such excess of withdrawals shall have to be refunded forthwith by such partner.

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N. Nag 07/06/24
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Siliguri Darjeeling (W.B.)



M. T. Khan
Sojeb Ali
Saimu Ak
Shibabata Bandhan

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BANKING ACCOUNT

The Banker of the partnership firm shall be any Bank, Governed under the Banking Regulations Act 1949 and all partnership money (not required for current expenses) shall be deposited in the account of the firm and the Bank account shall be operated jointly by any three of the partners

FINANCIAL YEAR

That the financial year of the firm shall be from 1st Day of April of the current year to 31st day of March of the following year..

DUTIES OF THE PARTNERS

That all the partners shall be true and just to one other in all their transactions and dealings and shall all times during the continuance of the partnership diligently and faithfully employ themselves in the conduct and manage of the business and the concerns of the partnership shall always act in the best interest of the firm. .

MANAGEMENT

All the aforesaid partners will be the working partners and will look after the affairs of the business of the firm maintenance of accounts, audit, tax matters and all works incidental or ancillary thereto diligently and honestly and to the best of their ability.

INTEREST OF CAPITAL

That the capital of the partnership Firm shall be formed by contribution made by the parties hereto in the manner and to the extent decided by them mutually according to the need of the business. The firm may obtain loans and deposits to meet the requirements of the business. Interest will be paid on the on the amount of opening capital contributed by the partners as may be mutually decided by the partners subject to a maximum of 12% P.A which can be reduced to a lower rate or eve to zero in the interest of the Firm.

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M. Taha
Sajid Ali
Sant Ar
Shikanta Banerjee

BINDINGS

All acts, deeds and things done by the partnership shall be done by mutual consent and no partner shall be authorised or be at liberty to pledge, hypothecate or encumber the property, assets or stock-in-trade of the firm without the consent in writing of the other partners. All loans to be binding on the firm shall be required to be executed and signed by all the partners personally or through their attorneys duly appointed on the behalf

DISSOLUTION/RETIREMENT

That the partnership shall be one at will. Any partner can dissolve the firm by giving six months notice in writing to the other partners provided the majority of them agrees to dissolve the same. The notice to retire shall be in writing and duly communicated to the other partners.

INTRODUCTION

No person can be introduced as a partner into the partnership without the unequivocal approbation of the existing partners.

RESTRICTIONS

No partner shall without the consent in writing of other partners:-

- a. endorse or accept any notice, bill of exchange or hundai or stand as surety, become bail or borrow any substantial loan or do or willingly suffer to be done anything to jeopardize th capital and/or assets of the firm or hereby those may be attached or taken in execution
- b. borrower or except in case of gross misconducted, dismiss any employee
- c. compound, assign or release any debt of the partnership except upon payment in full and
- d. loan money or give credit to any person

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Mr. T. S. Ali
Sarabjit
Shikanta Ancho

NOTICE

That all notice herein expressed to be given by any member to another or by the partnership to any member shall be given or sent by registered post at the address therein mentioned or such other address as be recorded in the records of the firm and no notice shall be less than 30 (thirty) clear days.

DECISION MAKING

That in all matters relating to the management and conduct of the day to day business of the partnership, the unanimous decision of the partners shall be preferable

SETTLEMENT OF DISPUTE

That subject to the provisions contained in that last preceding clause, if any time any dispute, doubt or question shall arise between the said partners or their respective legal representatives, either on the construction of these presents or respecting the accounts, transactions, profit or losses of the business or otherwise in relation to the partnership, then any such dispute, doubt or question shall be referred to a panel of arbitrators appointed by each of the partners or their legal representatives, for decision by them or by the umpire to be appointed in the manner provided by law and all proceedings before such arbitrators or the umpire shall be governed by the provisions contained in the relevant law of Arbitration or any Statutory modification thereof.

RENT

That rent of the premises of business place shall be paid through account payee cheque of the aforesaid firm.

INTERPRETATION

That in respect of matters not expressly provided herein, these shall be determined according to the provisions of INDIAN Partnership Act, 1932, in force for the time being

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Shikanta Barchan

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DEATH

If any party/ partner dies the other party shall be entitled to carry on the business admitting the legal heirs of the deceased partner. And the said partnership business shall not be dissolved. Immediately on such death of any party an account shall be prepared and the share of such deceased in the assets and profits in the partnership shall be paid to legal heirs or legal representatives by containing partner if the survived party desire to carry on such business.

ARBITRATION

That all the disputes and dis-agreement between the parties regarding any of the clause herein the General affairs of the business of the firm shall be settled in Arbitration according to provision of Indian Arbitration Act 1940 or any statutory modification thereof

OTHER EXPENSES IF ANY

That all type of expenses and taxes, rent, fees, electric charges, telephone bills, freight, fooding, labour, staff etc in respect of business or firm and space premises or to its customers shall be borne by the firm

MISCELLANEOUS

i) All staffs, and employees shall be appointed dismissed or terminated by mutual consent of partners.

ii) No party alone shall mortgage or charge his or their share in the properties of the firm

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iii) To appoint any Lawyer/Legal adviser or execute any Power of Attorney by mutual consent of the partners shall be taken

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Ms. Nag 07/08/24
NIBARAN CH. NAG
Notary (Govt. of India)
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Siliguri Darjeeling (W.B.)
Siliguri Darjeeling (W.B.)



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iv) All the partners/parties shall faithfully, sincerely and diligently discharge their duties and devote their sincere effort for the betterment of the partnership firm/business and not to do any act hereby a partnership or its valuable securities assets may be liable for any attachment, seizure or confiscation in any way.

v) Any of the partners/parties may appear/present before the court of Law or before Income Tax or Sale tax Authority of it is necessary for and on behalf of the firm and to sign/execute any documents/papers as may be necessary from time to time

vi) Notwithstanding any thing content in these presents the provision of partnership Act, 1932 shall be applied.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1. Andreaskuketta
S/O Camil Kerketta
Singhia Thorat.E
P.O. Bagdogra-734014
Dist. Darjeeling (W.B)

Mr. T. S. Chatterjee
First Party/Continuing Partner

Sojab Ali
Second Party/Continuing Partner

2. Pradip Kumar Ray
S/O Lat V. R. Roy
Bagdogra

Saunab A
Third Party/Continuing Partner

Shikanta Baruah
Fourth Part/retiring Partner

N. N. Chatterjee
NIBARAN CH. NAG
Notary (Govt of India)
Regd. No 13758
Siliguri Darjeeling (W.B)

Dipak Debnath
Dipak Debnath
Advocate, Siliguri
DIPAK DEBNATH
Advocate, Siliguri
E. No. WB/3036/99

EXECUTANT SHEET



✓
✓ Mr. [Signature]

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

✓ Mr. [Signature]

Signature



✓ Sojib Ali

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Sojib Ali

✓ Sojib Ali

Signature

Dipak Debnath
Avocate, Silguri

EXECUTANT SHEET



Saikat Acharya

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Saikat Acharya
Signature



Shikabrata Baran

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

Shikabrata Baran
Signature

Dipak Debnath
Advocate, Siliguri