

Pashupati Shah
Notary

(Appointed by Govt. of India)

Residence/Chamber
Punjabi Para,
Behind Pranami Mandir,
Siliguri 734001
Mobile: 98326-29587,
96410-71507

Serial No. July Dated 20/07/2022

NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Pashupati Shah, duly authorised by the Government of India to practice 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 and as also by Sri/Smt. N. K. Mishra Shah Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed instrument 'A' as is the:

An Original Reconstituted Partnership Deed as enclosed here with

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required 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 my seal of office at Siliguri on this the 20th day of July in the year 20 22

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
Pashupati Shah
NOTARY, SILIGURI

Pashupati Shah
Notary

The executent/s is/are identified by me :

N. K. Mishra
Advocate



भारतीय गैर न्यायिक
₹ 100
ONE
HUNDRED RUPEES
INDIA
INDIA NON JUDICIAL



WEST BENGAL

AK 155224

Sybil Meena Agarwal

Sanjib Agarwal

Yogesh Agarwal

RECONSTITUTED PARTNERSHIP DEED

Solemnly affirmed & Declared
Before me on Identification.

24/02/22
Pashupati Shah
NOTARY, SILIGURI

04 JUN 2024

Sl. No. 2859 Date

Rs. 100/-

Name: Samparkash Agarwal

Vill.

Dist.

Jharna Bazar
Stamp Vendor Islampur Court

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50

FIFTY
RUPEES
Rs. 50

INDIA
INDIA NON JUDICIAL

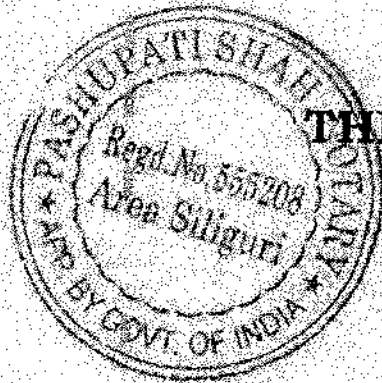
पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AF 314445

Sujit Kumar Agarwal

Sanjiv Agarwal

Yogesh Kumar Agarwal



THIS RECONSTITUTED PARTNERSHIP DEED

MADE ON THIS THE 22 DAY

OF JULY, 2022.

BETWEEN

*Solemnly Affirmed & Declared
Before me on Identification.*

*Pashupati Shah
NOTARY, SILIGURI*

04 JUN 2022

SL No. 8238 Date
Name: Empirakash Barua
Vill.
P.S.
Dist.

JHARNA EISIYAS
Stamp Vendor Islaman

Sujit Kumar Agarwal
Sanjib Agarwal
Amilal Agarwal

SRI OMPRAKASH AGARWAL, son of Late Puran Chand Agarwal, Hindu by faith, Indian by Nationality, Business by occupation, residing at Shiv Mandir Road, Near Upkar Medical, Punjabi Para, District- Darjeeling, Siliguri-734001, in the state of West Bengal hereinafter called the "**FIRST PARTY**" (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**".

A N D

SRI SUJIT KUMAR AGARWAL, son of Sri Raj Kumar Agarwal, Hindu by faith, Indian by Nationality, Business by occupation, residing at Shiv Mandir Road, Siliguri (M Corp), District- Darjeeling, Siliguri-734001, in the state of West Bengal hereinafter called the "**SECOND PARTY**" (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**".

A N D

SRI SANJIB AGARWALA, son of Late Amilal Agarwala, Hindu by faith, Indian by Nationality, Business by occupation, residing at 55, M. R. Road, Khalpara, Ward No. 08, Siliguri(M. Corp), Dist. Darjeeling, Siliguri Bazar, in the state of West Bengal, hereinafter called the "**THIRD PARTY**" (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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Pashupati Shah
NOTARY, SILIGURIE

[Signature]

Agarwal

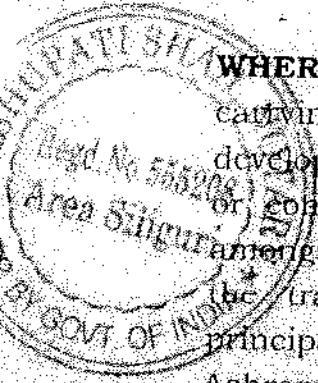
Agarwal

Agarwal

A N D

SRI YOGESH KUMAR AGARWAL, son of Mahesh Agarwal, Hindu by faith, Indian by Nationality, Business by occupation, residing at C/o Mahesh Jee Agarwal, 17, Haren Mukherjee Road, Siliguri, Siliguri (M.Corp), Dist. Darjeeling, Siliguri, in the state of West Bengal-734001, hereinafter called the " **FOURTH PARTY** " (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** ".

(The FIRST PARTY AND SECOND PARTY hereinafter shall be individually referred to as RETIRING PARTNER and collectively referred to as RETIRING PARTNERS and the THIRD PARTY hereinafter shall be referred to as CONTINUING PARTNER AND FOURTH PARTY shall be individually referred to as INCOMING PARTNER.)



WHEREAS the above named parties of the First to Third Parts were carrying on business of real estate, residential and commercial building, development, promotion, sale/ purchase of plot, lease or rent of residential or commercial building or any such other space, etc. in partnership amongst themselves vide Partnership Deed dated 01st April, 2021, under the trade name & style of "**M/SSHYAM DEVELOPERS**" having its principal place of business at 3rd Floor, Asmi Kunj (B), Jatin Das Sarani, Ashrampara, Near Jewel Athletic Club, Siliguri, Darjeeling, West Bengal-734001.

AND WHEREAS the First Party and Second Party hereto have expressed their desire to resign as partner from the Partnership Firm and the Fourth Party hereto expressed his desire to join as partner of the Partnership Firm.

AND WHEREAS the First Party and Second Party shall do hereby agree and confirm that they shall retire from the said Partnership Firm and the business of the said Firm shall on and from 16.07.2022 be carried on by the Third Party and Fourth Party as going concern in such manner as the Third Party and Fourth Party may deem fit and the First Party and Second Party does not have any objection to it.

*Solemnly Affirmed & Declared
Before me on Identification*

**Pashupati Shah
NOTARY, SILIGURI**

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WHEREAS a Balance Sheet as on 15.07.2022 shall be drawn and the First Party and Second Party shall be paid all amounts standing to their credit including amount of capital, interest and share of profits in the accounts of said Partnership Firm as on date of retirement within 30 days from the execution of this Deed in the manner as may be mutually determined between the parties hereto and the First Party and Second Party shall accept the amount in full discharge and satisfaction of all rights conferred upon the First Party and Second Party on their retirement from the Partnership Firm.

AND WHEREAS the aforesaid reconstitution of Partnership Firm shall be effective w.e.f. 16.07.2022.

AND WHEREAS in order to avoid future differences, doubts and disputes it is deemed fit to reduce in writing the terms and conditions of the Partnership firm.

NOW THIS INDENTURE WITNESSES that the above named Parties of the Third and Fourth Parts hereby having mutually and voluntarily agreed & decided to reconstitute the partnership between themselves for the purpose of development of real estate projects under the trade name & style of "M/S. SHYAM DEVELOPERS", under the following terms & conditions

1. THAT the Partnership thus re-constituted shall be deemed to have commenced on and from 17th Day of July, 2022.

- 2. THAT** the partnership business shall be carried on under the trade name & style of "M/S. SHYAM DEVELOPERS" and/or any other name & style as the parties hereby may mutually agree and decide from time to time.
- 3. THAT** the firm shall carry out the business of real estate, residential and commercial building construction, development, promotion, sale/purchase of plot, lease or rent of residential or commercial building or any such other space, etc. in partnership amongst themselves under the trade name & style of "M/S. SHYAM DEVELOPERS" and such other business in whatsoever manner as may be decided by the partners from time to time. The partners may discontinue one line of business and may also start the new line of business/es.

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Before me on Identification.

Pashupati Ghosh
NOTARY, SILIGURI

4. **THAT** the principal place of business of the firm after this reconstitution shall be situated at Geetanjali apartment, Rabindra Sarani, Rabindra Nagar, Siliguri, West Bengal-734001 and/or at such place as the parties may decide from time to time. The partners may by mutual consent open branch or branches of the business at such place or places as they may think fit.

5. **THAT** the partnership shall be a partnership at WILL and shall continue till such time as the partners hereof shall agree.

6. A) **THAT** the Party of the Third Parthas brought in his capital as standing in the books of accounts of the Partnership Firm as on the closing of books on 15.07.2022 and the Party of the Fourth Part hereto may contribute such capital as may be required for the business of the Partnership Firm as his initial capital contribution to the business of the Partnership Firm.

B) **THAT** the further capital of the Partnership firm shall be contributed by the parties hereto as and when required by the firm.

A) **THAT** the interest @ 12% p.a. or such rate/s as may be mutually settled by the partners from time to time in accordance with the rate prescribed under section 40(b) of Income Tax Act, 1961 and may be enforce in the relevant financial year shall be credited or payable or paid to the partners on the amount standing to the credit of their capital account. Such interest shall be calculated and credited/paid to the partners at the end of the accounting year or at such earlier date/s as may be mutually settled by the partners. The fact of credit/payment of interest as recorded in the books of accounts of the firm shall be deemed to be the mutual consent of the parties hereto.

B) **THAT** no interest may be payable by the Partnership Firm on the contribution received from the Parties hereto, on written mutual consent of the Parties.

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Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

8. **THAT** the net profit or loss of the business including that of capital gains or losses after providing interest on capital to partners shall be shared among the parties in the following ratio :

Partner's Name	Profit Percentage
1. Third Party	41.63%
2. Fourth Party	58.37%

9. **THAT** proper books of accounts to record all transactions relating to the firm shall be maintained. Each party shall have free access at all reasonable times to them and shall be at liberty to take such extracts as may think fit.

10. **THAT** the accounting year of the firm shall continue each year on the 1st day of April and expire on 31st March. The accounting year may be changed from time to time subject to the provisions of Income Tax Act, 1961.

11. **THAT** the existing Bank account or such accounts as may be opened in the name of the firm with such bank or banks as may be mutually settled by the partners and such Bank Account or accounts shall be operated under the joint signature of Sri Sanjib Agarwala, Third Party and Sri Yogesh Agarwal, Fourth Party hereto.

12. **THAT** all deeds, agreements, papers, documents entered into by the firm shall be signed by its partners, 1. Sri Sanjib Agarwala, Third Party and 2. Sri Yogesh Agarwal, Fourth Party hereto on behalf of the firm.

13. **THAT** the parties hereto may by mutual consent, raise loans from any Bank, person or any other sources, including from Central or State Government or any other financial institution/s or any private enterprise/s for the purpose of partnership with or without any securities.

solemnly Affirmed & Declared
Before me on Identification.

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Pashupati Shah
NOTARY, SIUGUR

Legal Services Agency

Sanjib Agowals

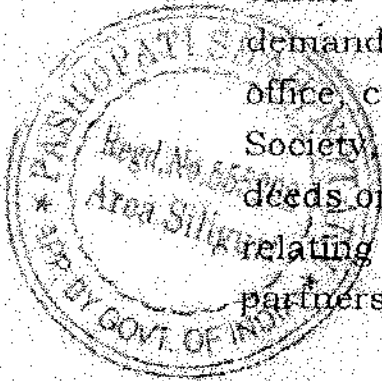
Yogesh Agowals

14. **THAT** the partners shall punctually pay off and discharge their separate personal debts and liabilities and shall keep the firm and the other partner effectually indemnified against the same.

15. **THAT** each of the partners shall have full authority to institute, prosecute, defend, discontinue, withdraw and compromise any suit or other legal proceedings in any Civil Court or before Income Tax, Goods and Service Tax Authorities or other Authorities or in any other offices or courts and to sign, verify and present any plaint petition, written statement, return, application for revision, memorandum of appeal and any other documents and to file tender agreement, quotation etc. and to receive, withdraw, demand and recover any money or dues of the firm from any office, court, corporation, Bank, Central and State Governments, Society, Railways or any other body and to execute all acts and deeds on behalf of the firm and bind other partners in all matters relating to partnership always in good faith and to keep other partners fully informed, about them.

16. **THAT** "partners" as mentioned in this Deed shall mean and constitute the Continuing Partners and the Incoming Partners of the Partnership Firm as may be applicable with context to respective clauses and it is further clarified that the Incoming Partners shall have same and equal rights as that of the Continuing Partners in the assets, liabilities of the Partnership Firm or any matter connected to the Partnership Firm and the Retiring Partners shall in no manner interfere in the affairs of the Partnership Firm nor shall have any rights in the assets of the Partnership Firm, upon execution of this Reconstituted Deed.

17. **THAT** any Person may be introduced as a new partner of the partnership firm on the mutual consent of all the partners hereto.



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Before me on Identification.*

20/07/20
Pashupati Shan
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18. **THAT** no partner shall sale, assign, mortgage or otherwise transfer its/his share in the partnership to the outsider without the consent of the other partners hereto. In case any partner desires to sale, assign transfer or mortgage its/his share or any part thereof in partnership it/heshall first offer the same to the existing partners and if the existing partners are not interested in the said assignment and/ or otherwise to transfer, the said transferring partner may then with the consent of the other partners sale, assign, mortgage or otherwise transfer its/his or any part of its share in the partnership to the outsider/s.

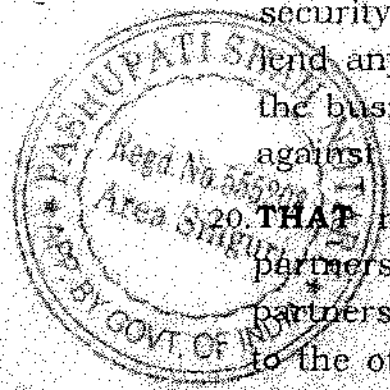
19. **THAT** no partner shall without the consent of the other partners release or compound any debt owing to the firm or demolish security to the firm without receiving the full amount thereon or lend any money or goods otherwise than in the usual course of the business or do anything which may cause hardship to or go against the interest of the business of the firm.

20. **THAT** none of the partners shall be entitled to dissolve the partnership but if any of the partners decide to retire from the partnership, it may retire by giving one month's notice in writing to the other partners of its intention to do so. In that event the other continuing partners shall be at liberty to admit such other person or persons to the partnership as may be thought fit and proper by them or may carry on the business as partnership firm among themselves. The retiring party shall execute all such deeds and assurances as may be necessary to clothe the continuing partners to carry out the engagements of the firm.

21. **THAT** the partnership business shall not stand dissolved on the insolvency or other incapacity of any party hereto but may be carried on by the other partner together with the nominee/legal representatives of such outgoing partner on the same terms and conditions unless otherwise agreed upon between the parties hereto and such legal representatives or nominee.

Notarially Affirmed & Notarized
Before me on Identification.

Pashupati Shah
Notary Public



Signature
Signature

Signature

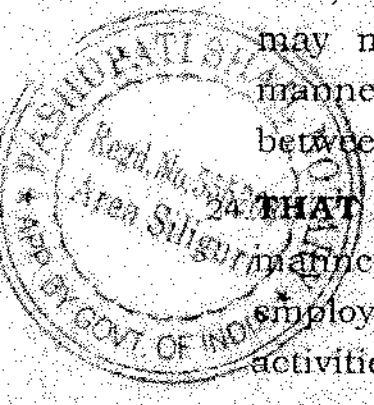
Signature

22. **THAT** in the event of the retirement of any partner in the circumstances mentioned in clauses above, the retiring partner or its nominee, as the case may be, shall be entitled to get share of profit upto the date of retirement or date of happening of event by which the party concerned becomes incapacitated to continue as a partner and the capital contributed by such outgoing partner as may appear in the books of the firm on the date of such event, such dues shall be paid within such period and may carry such interest, until repayment as may be determined mutually by the continuing partners and the retiring partner or its nominee, as the case may be.

23. **THAT** with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between them.

24. **THAT** nothing herein contained shall be construed to limit in any manner the Partners, or their respective agents, servants, and employees, in carrying on their own respective businesses or activities.

25. **THAT** nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. In the event there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the Partners have no legal right to contract, the later shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect.



Solemnly Affirmed &
Before me on Identification.

Signature
Pashupati Singh
NOTARY, SILLIGURI

26. **THAT** in case of any dispute arising out of the partnership or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this agreement the matter shall be referred to the sole arbitrator under the provisions of The Arbitration and Conciliation Act, 1996 and the award of the sole arbitrator shall be final and binding on all the parties.

27. **THAT** subject and without prejudice to the express provisions of these presents, the provisions of the Indian Partnership Act, 1932 shall be applicable to the firm and the Partners.


28. **THAT** any of the above terms and conditions may be varied, altered or added to or deleted by mutual consent of the partners hereof in writing.

29. **RULES OF INTERPRETATION**

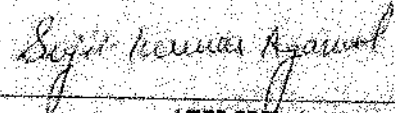
- a) In this agreement, any reference to singular includes plural and Vice-Versa;
- b) In this agreement, words denoting any gender include all other genders.

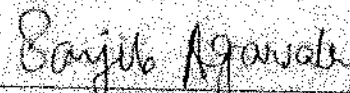
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS THIS DAY, MONTH & YEAR FIRST ABOVE MENTIONED.

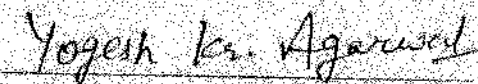
WITNESSES:

1. 
Omprakash Agarwal
Ashrampara, Siliguri
- 2.

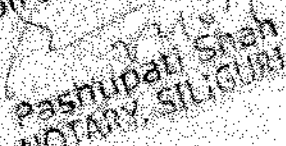

(OMPRAKASH AGARWAL)
FIRST PARTY

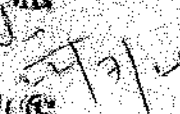

(SUJIT AGARWAL)
SECOND PARTY


(SANJIB AGARWALA)
THIRD PARTY


(YOGESH KUMAR AGARWAL)
FOURTH PARTY

Solemnly Affirmed & Declared
Before me on Identification.


Pashupati Shah
NOTARY, SILIGURI

IDENTIFIED BY MR. 
Page | II
ADVOCATE SILIGURI