

Pashupati Shah
Notary
(Appointed by Govt. of India)



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

Serial No. January Dated 11.01.19

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. Ajay or Milruba 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 deed of
reconstitution of partnership
enclosed herein*

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 11th day of January in the year 20 19

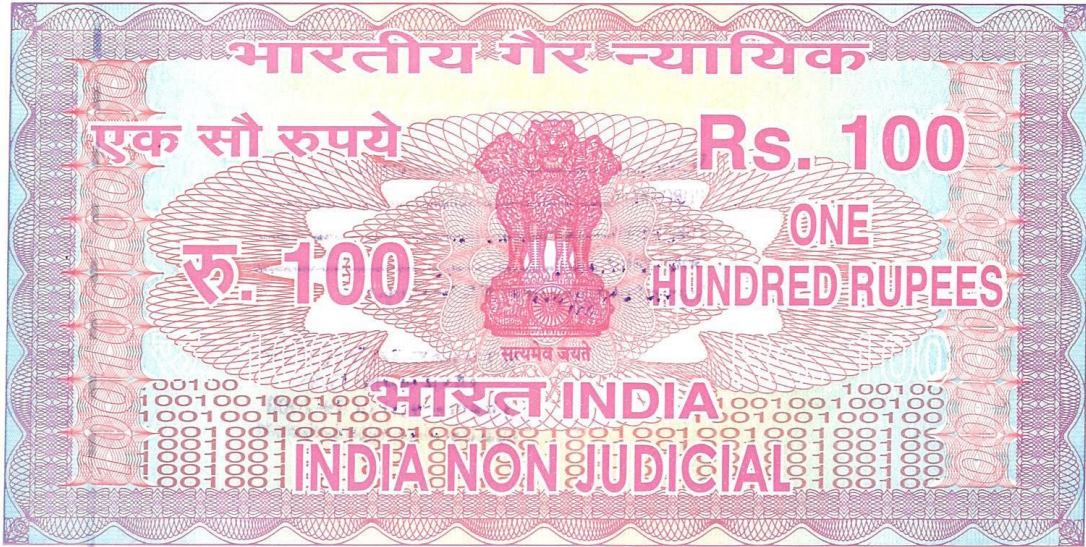
Solely Affirmed & Declared
Before me on Identification

11/01/19
Pashupati Shah
NOTARY SILIGURI
Notary



The executent is/are identified by me :

Ajay for milruba
Advocate



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Z 985155



**DEED OF RECONSTITUTION
OF PARTNERSHIP**

Deepika Agarwal
Anu Agarwal
Rishi Agarwal
Kishore Agarwal

Solemnly Affirmed & Declared
Before me on Identification

11/01/19
Pashupati Shah
NOTARY SILIGURI

SL NO. 37737 Date 11.1.2019

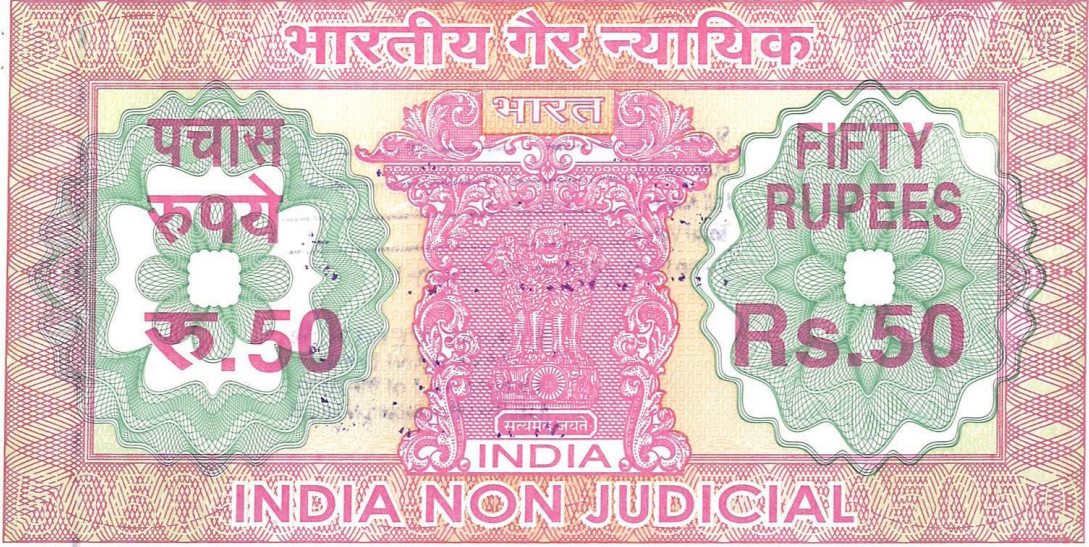
PURCHASER KRM Developer

Full Address Siliguri

Total Value 100

Stamp Purchased from JPC Treasury-1

JRD
STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Rajganj, Jalpaiguri



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

W 831248



THIS DEED IS MADE ON THIS THE
DAY OF JANUARY
TWO THOUSAND NINETEEN
BETWEEN

Dheepala Agarwal
Anu Agarwal
Ru Agarwal
Krishna Agarwal

Cont/2

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Pashupati Shah
Pashupati Shah
NOTARY SILIGURI

Sl. NO. 34738 Date 11.1.2019
PURCHASER KRM Developes
Full Address Siligni
Total Value 50
Stamp Purchased from JPG Treasury-1

RD
STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Rajganj, Jalpaiguri



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Deepak Agarwal
Arun Agarwal
Rajendra Agarwal
Krishna Agarwal

1. SRI DEEPAK KUMAR AGARWALA S/O LATE SHYAM SUNDER AGARWALA.

2. SRI ARUN KUMAR AGARWALA S/O LATE BISWANATH AGARWAL, Both Hindu By faith, Business by occupation, No.1 resident of Mahabirsthan, Near Rail Gate-1, Siliguri P.O. Siliguri & P.S. - Siliguri, Dist. Darjeeling, No.2 resident of Ganga Apartment, M.P Road, Khalpara, P.O & P.S Siliguri, Dist-Darjeeling, hereinafter called the **EXISTING PARTNER** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, legal representatives, executors, administrators and assigns) of the **ONE PART.**

AND

1. SRI RAJENDRA KUMAR AGARWAL S/O SRI KESHAR DEV AGARWAL.

2. SMT. KRISHNA AGARWAL W/O SRI RAJENDRA KUMAR AGARWAL, Both Hindu By Faith, Business by occupation, resident of Udhm Singh Sarani, Sevoke Road, Ward No 13 under Siliguri Municipal Corporation, P.O. Siliguri Town, P.S. Siliguri, Dist.-Darjeeling, Pincode- 734001, hereinafter called the **NEW PARTNER** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors, legal representatives, executors, administrators and assigns) of the **OTHER PART.**

The existing partners and the new partner hereinafter collectively referred to as the "Parties".

WHEREAS

1. The existing Partners have been carrying on the business in partnership together at under the firm name "M/s K.R.M DEVELOPERS" vide terms of a deed of partnership dated 24.02.2015 (hereinafter called "the existing partnership business").
2. SRI RAJENDRA KUMAR AGARWAL AND SMT. KRISHNA AGARWAL have expressed their desire to join the existing partnership business as the new partner.
3. The existing Partners have agreed to introduce SRI RAJENDRA KUMAR AGARWAL AND SMT. KRISHNA AGARWAL as the new partner in the existing partnership business on the terms and conditions hereinafter appearing.

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Deepta Kundu
Ami Asenwal
Rubjanwal
Krishna Asenwal

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. TERM OF PARTNERSHIP

The partnership hereby constituted (hereinafter called "the new partnership") shall be deemed to have commenced on the day of 01.01.2019 and from such date the deed of partnership dated 24.02.2015 shall be superseded by this deed and shall continue unless otherwise determined by the Parties

2. NAME OF THE PARTNERSHIP BUSINESS

THAT the partnership business shall be carried on under the trade name & style of "M/S K.R.M DEVELOPERS" and/or any other name & style as the parties hereto may mutually agree and decide from time to time.

3. NATURE OF BUSINESS

That the business of the partnership firm shall be that of all kinds of works of contract job, development & promotion of commercial & residential complexes and in such other line or lines as may be agreed upon between the parties from time to time and the parties shall always be competent to extend or limit the scope of the partnership business.

4. BUSINESS PREMISES

THAT the principal place of business shall be situated at Komal Vatika, Mangal Pandey Road, Khalpara, P.O & P.S Siliguri, Dist-Darjeeling.

5. INTERST ON CAPITAL

THAT the parties shall be entitled to get simple interest @ 12% on capitals or such other higher or lower rate which may be allowed as deduction under section 40(b)(iv) or under any other provisions of the Income Tax Act.

6. SALARY TO WORKING PARTNERS

THAT all the Parties hereto of shall be the working partners of the firm and salary, remuneration and/or commission will be paid or payable to these working partners as under-

- a) The total yearly remuneration payable to the working partners shall not exceed the remuneration calculated at percentage of income specified in Section 40 (b) of the Income-tax Act, 1961 or any other applicable provisions.

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21/11/19
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Deepala Kundu
Anu Agarwal
Ruhannul
Krishna Agarwal

- b) For purpose of above calculation 'income' shall be computed as defined in explanation 3 to section 40 (b) of the Income-tax Act, 1961 or any other applicable provisions in force.
- c) The above working partners shall not be entitled to draw any remuneration in the accounting period in which the partnership firm has suffered loss on the basis of the 'income' as computed under the provisions of the Income Tax act, 1961 referred to in (b) above.
- d) If the total remuneration payable to the above working partners exceeds the maximum remuneration computed in accordance with the provisions of Section 40 (b), the total remuneration shall be restricted to the maximum remuneration so computed which will be computed in the multiples of Rs.1000/- and any excess of the last Rs.1000/- shall be ignored while determining the maximum amount so payable and the amount so computed shall be apportioned amongst the working partners in the equal proportion.
- e) The remuneration payable to the working partners shall be credited to their respective accounts at the close of the accounting period when final accounts of the partnership firm are made up and the amount of remuneration shall fall due to them on determining the same in the manner referred to hereinbefore.

7. SHARE OF PROFIT & LOSS

THAT the profit & loss of partnership firm after deducting all expenses relating the partnership business as well as interest on capital and remuneration, if payable to the parties in accordance with the proceeding clauses No.5 & 6 of this Deed of Partnership, shall be divided between and borne by the parties in the following shares:-

Existing Partner -	50%
New Partner-	50%

8. ACCOUNTS

THAT proper book of accounts to record all transactions relating to the Partnership business shall be maintained properly and kept at the place of business of the firm. Each party shall have free access at all reasonable times to them and shall be at liberty to take such extracts as he/she/they thinks fit.

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Pashupati Shah



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P. Deshpande (A)
Arun Agarwal
Rutgeram
Krishna Agarwal

That the Accounts of the firm shall be adjusted annually on 31st Day of March of every year or any other interval period when the profit and loss as the case may be shall be ascertained and divided amongst the parties according to their share mentioned elsewhere in this deed.

9. BANK ACCOUNT OPERATION

THAT the bank account in the name of the Partnership business shall be opened with Nationalized/Commercial Bank or any such bank or banks as may be mutually settled by the partners and such bank accounts (including overdraft account, cash credit account etc) shall be operated under the signature of the any two of the partners.

10. LOANS & ADVANCES

That for the benefits and interest of partnership business any advance or loan may be taken from any person or financial institution or Government Body or Bank on payment of interest on the said advance or loan as may be agreed between the parties and the said parties shall be jointly liable for the payments of such advances or loan including interest payable thereon.

11. Right Clause/Forbidden Clause

- a) Each and every party shall be entitled to represent the firm and sign all vouchers, contracts, deeds, invoices, mercantile and other papers, affidavits for and on behalf of the firm.
- b) That each party shall punctually pay and discharge his separate debts and liabilities and shall keep the firm and its partners effectually indemnified against the same.
- c) That the parties shall be just and faithful to each other and shall work for the best interest of the partnership business
- d) That each party shall at all times give to the other party the true information and faithful explanation of all matters relating to the partnership business.
- e) That for any personal loan or liability of the individual party, the firm shall not be liable for the payment thereof
- f) That no partner shall act in manner which is detrimental to the interest of the partnership.
- g) That no partner without the consent of the other partners shall:
- i) Employ any of the money, goods or effect of the partnership or pledge the credit thereof except in the ordinary course of business or for the benefit of the partnership.

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Deepak Chandra Aggarwal
Arun Aggarwal
Rudranand
Krishna Aggarwal

ii) enter into any bond or become bailee or surety or sureties with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership properties or any part thereof may be seized, attached, entered or taken into execution.

12. Retirement of Partners

- A) The duration of the partnership shall be "AT WILL" but if any of the partners shall desire to retire from the partnership business, he/she shall give two months' notice to that effect to other partner. Notice may be waived by mutual consent.
- B) On retirement of any of the partners, the retiring partner shall be entitled to receive his/her share of capital and/or contribution in the partnership firm including interest thereon accrued, if any, and profit and loss upto the date his retirement.

13. Death, Insolvency or other incapacity of any Party

THAT the partnership business shall not dissolved on the death, insolvency or other incapacity of any party hereto but may be carried on by the surviving partners on the same terms & conditions unless otherwise agreed upon amongst them.

14. Arbitration

THAT in case of any dispute, doubt or question between the partners or their representatives either on the construction of these present or respecting the accounts, transaction, profits or losses of the business, dissolution of the firm, retirement of the partner or any matter relating to the partnership business, then the same shall be referred for arbitration to an Arbitrator mutually chosen by the parties and the decision of the Arbitrator shall be final and binding upon the parties.

15. DEBT OF OLD PARTNERSHIP

All the debts and liabilities of the existing partnership shall be discharged by the existing partners and they shall indemnify and keep indemnified the new partner and also the assets and the properties of the new partnership against such debts, liabilities and against all proceedings, costs, claims and expenses in respect thereof;

16. PROFIT OF OLD PARTNERSHIP

All the profits of the existing partnership up to the commencement of the new partnership shall belong to the existing partners only in the proportions in which they would be entitled thereto vide the terms of deed of partnership dated 24.02.2015.

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11/11/19
Pashupati Shah



14. General Clause

a) That any of the clauses as referred to hereinabove may be altered, modified or amended with mutual consent of the parties herein.

b) That save as aforesaid the provisions of the Indian Partnership Act, 1932 as it stands amended, revised and modified from time to time shall govern this Partnership.

c) That the right to sell/or enter into any sale agreement shall rest with any of the partner with respect to residential and commercial space hereby constructed.

IN WITNESSETH WHEREOF THE PARTIES HEREUNTO SIGNED THIS PARTNERSHIP DEED ON THIS THE DAY, MONTH & YEAR FIRST ABOVEMENTIONED.

Deepal Agarwal
Anu Agarwal

EXISTING PARTNERS

Ru Agarwal
Krishna Agarwal

NEW PARTNERS

Drafted and explained by me to parties & printed in my office

Ajay Kumar Mitraka
(AJAY KUMAR MITRUKA)

Advocate, Siliguri.
Enrolment No. WB/797/2006.

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