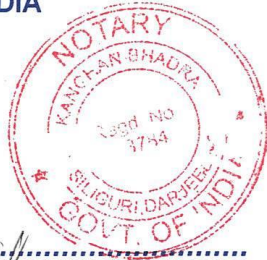


Kanchan Bhadra
Advocate

NOTARY
GOVT. OF INDIA



Serial No.//.....

Date 9/12/2011

✳ **Office Address :**
Hawker's Corner, Stall No. B/33
Near "Gana Natya" Office
No.1 Rail Gate, PO. Siliguri
Dist. Darjeeling, Pin - 734001
Contact No. 9434871863

✳ **Residence :**
"Matti Bhawan"
Bhaktinagar (West), Deshpriya Sarani
W-No. 34, Near Satsangha Ashram &
Behind Aurobindha Society
P.O. Bhaktinagar, Dist. Jalpaiguri

Notarial Certificate

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

TO ALL, TO WHOM THESE PRESENTS shall come I, *Kanchan Bhadra*, 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 here to collectively marked "A" on its being executed, admitted and identified by the respective Signatories and as also by Mr./Mrs./Miss..... *Tanay Deb Dey*..... 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" is the :

'Deed of Reconstrution of Partnership'

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

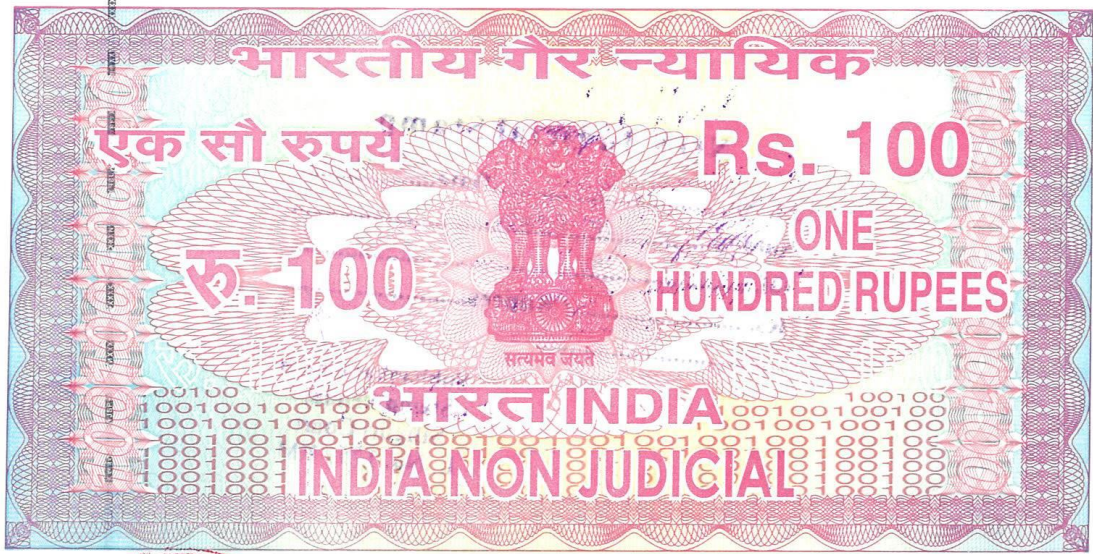
In faith and testimony where of being required of Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 9th Day of Dec..... 2011...

The Executant/s is / are Identified by me :

TANAY DEB
Advocate, Siliguri
EN. No. F/1063/1566/20
Tanay Deb Dey
Advocate



KANCHAN BHADRA
Notary, Siliguri
Apptd by Govt. Of India
NOTARY
Reg. No. 1378412018
Siliguri, Dist. Darjeeling



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AE 880459



KRM Developers
RKA Ruffernul
Partner

KRM Developers
Krishna Agrawal
Partner

KRM Developers
Sandeeep G. Realestate Ltd.

KRM Developers
Partner

Tanay Deb
TANAY DEB
Advocate Siliguri
EN. No. F/1063/1566/20

DEED OF RECONSTITUTION OF PARTNERSHIP

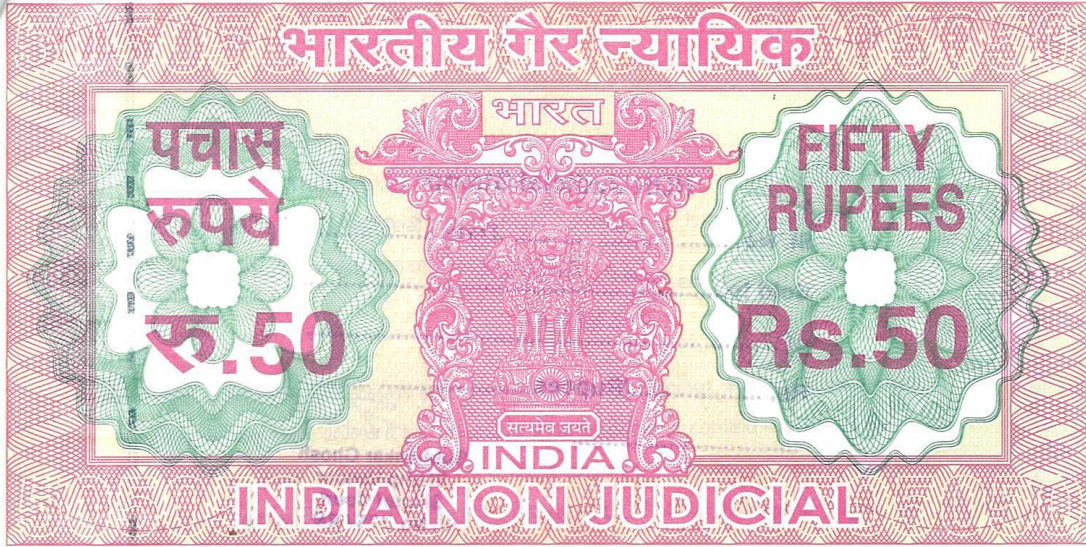
M 1/12/2021
KANCHAN BHADRA
Notary, Siliguri
Apptd by Govt. Of India

NON Judicial Stamp

Sl. No. 1119 Date 09/10/21
Sold to Sandeep Goyal
Of Siliguri
Rs. / Rupees

Subhankar Ghosh
Stamp Vendor
Siliguri Court
L. No. 175 / RM





अभिचयवर्ग पश्चिम बंगाल WEST BENGAL

AB 476246



KRM Developers
KRM Partners
Partner

KRM Developers
Krishna Agarwal
Partner

KRM Developers
Sandeep G. Realstate Ltd.

Partner
Director
KRM Developers

THIS DEED IS MADE ON THIS THE DAY OF FIRST DECEMBER TWO THOUSAND TWENTY ONE
BETWEEN

Advocate
ANAY DEB
Advocate Siliguri
EN. No. F/1063/1566

1. SRI RAJENDRA KUMAR AGARWAL S/O SRI KESHAR DEO AGARWAL, bearing PAN No. ACMPA4048E
2. SMT . KRISHNA AGARWAL W/O SRI RAJENDRA KUMAR AGARWAL, bearing PAN No. ACMPA4047M

Both Hindu By Faith, Business by occupation, resident of Udham Singh Sarani, Sevoke road, Ward n No 13 under Siliguri Municipal Corporation, P. O. Siliguri Town, P.S ,Siliguri, Dist- Darjeeling , Pincode-734001, hereinafter called the

Kanchan Bhadra
KANCHAN BHADRA
Notary, Siliguri
Appd by Govt. Of India

NON Judicial Stamp

Sl. No. 637 Date 12.05.21

Sold to Sandeep Goyal

of SILIGURI

Rs. /Rupees.....

.....



**Subhankar Ghosh
Stamp Vendor
Siliguri Court
L. No. 175 / RM**

Kishu Dasgupta

.....

Kishu Dasgupta

.....

Kishu Dasgupta



EXISTING PARTNERS (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

3. **Ms. SandeepG. Real Estate Ltd**, represented by its Director, Sudeep Goyal, (which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees) having its registered office situated at **City Centre, Office Block, Unit No. CGSGG0214, 2nd floor, Matigara, Siliguri, WE, 734010, PAN-AADCP6109, CIN-U70101WB2004PLC099823**

KRM Developers
Rudhanwal
Partner

AND

4. **Sri. Sandeep Goyal S/o Sri Bhagwan Goyal**, bearing PAN No. **ADCPG1754E**, having DIN No.- **00549760**, having permanent address at **Seth Srilal Market Ward No.11, Siliguri 734401** and presently residing at **"Lumina Apartment, Block 4, Flat No 11/A, Uttorayon Township, Matigara, Siliguri 734010"** (which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees) hereinafter Parties no 3 & 4 collectively called the **NEW PARTNERS** of the **OTHER PART**

KRM Developers
Kanchana Aggarwal
Partner

The existing partner and the new partners 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 Reconstituted deed of partnership dated 11.09.2019 (hereinafter called " the existing partnership business").
2. **Ms. SandeepG. Real Estate Ltd** represented by its Director **Sudeep Goyal**, AND **Sri. Sandeep Goyal** have expressed their desire to join the existing partnership business as the new partners.
3. The existing Partners have agreed to introduce **Ms. SandeepG. Real Estate Ltd** represented by its Director **Sudeep Goyal**, AND **Sri. Sandeep Goyal** as the new partners in the existing partnership business on the terms and conditions hereinafter appearing.

KRM Developers
Partner

KRM Developers
Sandeep G. Real Estate Ltd.
Director
Partner

Tush

M 9/12/2021
KANCHAN BHADRA
Notary, Siliguri
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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 **01.12.2021** and from such date **the reconstituted deed of partnership dated 11.01.2019 shall be superseded by this deed and shall continue unless otherwise determined by the parties**

KRM Developers
Partner
Kanchan Bhadra

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 kind 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 the parties shall always be competent to extent or limit the scope of the partnership business.

KRM Developers
Partner
Kanchan Bhadra

4. **REGISTERED ADDRESS:** THAT the principal place of business shall be situated at **C/o SandeepG Real Estate, City Centre, Office Block, G-0214, 2nd Floor, Uttorayon, Matigara, Siliguri 734010**

KRM Developers
Partner
Kanchan Bhadra

5. **CAPITAL CONTRIBUTION:**

THAT any capital contributions, if required by the Firm shall be brought by the Partners from time to time according to the needs & necessity of the firm and the amount so contributed by them shall be credited in the respective capital accounts of the partners in the books of the firm. The partners may charge interest on capital so contributed at such rate as may be decided by the partners mutually from time to time subject to maximum as per the provisions of the Income Tax Act, 1961.

KRM Developers
Partner
Kanchan Bhadra

6. **INTERST ON CAPITAL:** THAT the parties may be entitled to get simple interest on which may be allowed as deduction under section 40(b)(iv) or under any other provisors of the Income Tax Act.

KANCHAN BHADRA
Notary, Siliguri
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7. **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.
- 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 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 the due to them on determining the same in the manner referred to hereinbefore.

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KRM Developers
Kanchan Bhadra
Partner

KRM Developers
Kanchan Bhadra
Partner

KRM Developers
Kanchan Bhadra
Partner

8. **SHARE FOR 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 preceding clauses No .5 & 6 of th's Deed of partnership, shall be divided between and borne by the parties in the following shares:-

Existing partner-40%

- a) Sri Rajendra Kr. Agarwal: 20%
- b) Smt Krishna Agarwal: 20%

KRM Developers
Sandeep G. Realestate Ltd.
Sandeep G.
Partner
Director

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New partners -60%

- a) M/s SandeepG Real Estate Ltd: 10%
- b) Sri Sandeep Goyal: 50%

KRM Developers
P.K.A. Kanchan
Partner

9. **ACCOUNTS :** THAT proper books of accounts to record all transaction relating to the partnership business shall be maintained properly and keep 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 think fit.

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 divide amongst the parties according to their share mentioned elsewhere in this deed .

KRM Developers
Kanchan Agrawal
Partner

10. **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 account (including overdraft account , cash credit account etc) . That all the existing bank accounts shall also be updated according to this reconstituted partnership deed.

That all the existing & the new Bank Accounts shall be operated by any one of the partners, singly/individually.

KRM Developers
Partner

11. **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.

12. **RIGHT CLAUSE/ FORBIDDEN CLAUSE:**

- a) Each and every party shall be entitled to represent the firm and sign all vouchers, contacts, deeds, invoice, mercantile and other papers, affidavits for and on behalf of the firm .
- b) That is party shall punctually pay and discharge his separate debts and liabilities and shall keep the firm and its partner effectually indemnified against the same .

KRM Developers
Sandeep G. Realstate Ltd.
Partner/Director

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Kanchan Bhadra
KANCHAN BHADRA
Notary, Siliguri
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- 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 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.
 - ii) Enter to any bond or become bailee or surety or sureties with or for any person or do or knowingly cause or suffered to be done anything whereby the partnership properties or any part thereof may be seized , attached, enter or taken into execution ,

KRM Developers
Partner
Kishan

KRM Developers
Partner
Kishna Agrewal

13. 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 to 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 partners 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 & loss up to the date his retirement .

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KRM Developers
Partner
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- 14. 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 here to but may be carried on by the surviving partners on the same terms and conditions unless otherwise agreed upon amongst them.

- 15. ARBITRATION:** That in case of any dispute , doubt or questions between the partners or their representatives either on the constructions of these present or respecting the accounts , transaction , profit & 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 party and the decision of the arbitrator shall be final and binding upon the parties .

KRM Developers
Partner
Sandeep G. Realestate Ltd.
Director

KANCHAN BHADRA
Notary, Siliguri
Apptd by Govt. Of India



16. **DEBT OF OLD PARTNERSHIP:** All the debts and liabilities of the existing partnership shall be discharged by the existing partners and the shall indemnify and keep indemnify 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;

KRM Developers
Partner
Rajdeep

17. **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.
- d) That Sri Sandeep Goyal, one of the Partner, is authorized person to deal with and represent the firm with the appropriate authorities under Goods and Service Tax, Income tax Department, Registration offices ,Banks, Siliguri municipal corporation, panchayats, BDO, Zilla Parishads etc, SJDA, Fire department, RERA Act and other applicable laws, any other department of state or central Government, EPF department, labour department etc. and to do the following acts, deeds and things on behalf of the firm:


KRM Developers
Partner
Keshava Agastya

- i. to sign all the Forms, Returns, Statements, Declarations, Petitions, Settle, compromise, Undertakings, Agreement to sell. Sign and execute sale deeds , tripartite agreements and all other documents and writings as & where required to transact, business dealings, apply for any licence etc and for the smooth functioning of the firm.
- ii. to appoint/engage any advocate, Counsel, consultant etc. to act on behalf of the firm in these present before any and/or all the authorities named above and to settle their fees, and
- iii. to do all such acts, deeds and things as may be necessary to give effect to the above".

KRM Developers
Partner
D. D. A.

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KRM Developers
Sandeep G. Realstate Ltd.
Partner
Director


RANCHAN BHADRA
Notary, Siliguri
Appd by Govt. Of India



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

Existing Partners:

KRM Developers
Rajendra Kr Agarwal
Partner
Sri Rajendra Kr Agarwal

KRM Developers
Krishna Agarwal
Partner
Smt Krishna Agarwal

KRM Developers
New Partners
Sandeep G. Real Estate Ltd.
Sandeep Goyal
Partner
Director

Sri Sudeep Goyal
(For SandeepG Real Estate Ltd)

KRM Developers
Sandeep Goyal
Partner
Sri Sandeep Goyal

Witnesses:

- a) *Basanti Goswami*
Siliguri
- b) *Gourab Ch Ghosh*
Siliguri

Identified by me
Tanay Deb
TANAY DEB
Advocate Siliguri
EN. No. F/1063/1566/20

M 11/2/2017
KANCHAN BHADRA
Notary, Siliguri
Apptd by Govt. Of India