

**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. 90 / 2018

# 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 Deconstitution deed of Partnership  
Executed by Mrs. Syamal on destitution of Partnership  
Prasad Jaiswal  
of A.P.C. Rd. Kal-700006  
and others as per the same.

PRIMA FACIE the annexed instrument "A" apperas 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 01 JAN 2018 day of ..... in the year of Christ 20 01 JAN 2018



Rekha Tewari  
01/01/2018  
**Rekha Tewari**  
NOTARY PUBLIC  
Reg. No. : 10288/13  
Govt. of India  
CMM'S Court  
Kol - 700001

DREAM HOUSE CONSTRUCTIONS

Prasad Jaiswal

Partner



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



RECONSTITUTION DEED OF PARTNERSHIP ON ADMISSION OF PARTNERS OF M/s DREAM HOUSE CONSTRUCTIONS

THIS DEED of Partnership made at Kolkata this 1<sup>st</sup> day of January . 2018. amongst  
 (1) Mr. GOPAL PRASAD JAISWAL, aged about 48 years, son of Late Ram Narayan Jaiswal, residing at 123/2/H/3 A.P.C. Road Kolkata - 700006. (hereinafter referred to as 'THE FIRST EXISTING PARTNER'), which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, successors, nominees and permitted assignees.

REKHA TEWARI  
 NOTARY  
 Regn. No-10288/18  
 C.M.J's. Court  
 Kolkata - 700 001

01 JAN 2018

REKHA TEWARI  
 NOTARY  
 Regn. No-10288/18  
 C.M.J's. Court  
 Kolkata - 700 001

DREAM HOUSE CONSTRUCTIONS

*Gopal Prasad*  
 Partner

01 JAN 2018



पश्चिम बङ्ग पश्चिम बंगाल WEST BENGAL



(2) Mr. BINOD KUMAR SONI, son of Niranjan Lal Soni, aged about 40 years, residing at 53/11/4, Ban Behari Bose Lane Howrah – 711101. (hereinafter referred to as 'THE SECOND EXISTING PARTNER'), which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, successors, nominees and permitted assignees,

REKHA TEWARI  
NOTARY  
Regn. No. 10288/13  
C.M.M.'s. Court  
Kolkata - 700 001

01 JAN 2018

DREAM HOUSE CONSTRUCTIONS

*[Signature]*  
Partner 3

REKHA TEWARI  
NOTARY  
Regn. No. 10288/13  
C.M.M.'s. Court  
Kolkata - 700 001

01 JAN 2018



(3) **Mr. SATRUGHAN KUMAR SHAW**, aged about 48 years, son of Late Raghunath Shaw, residing at 5, Hospital Street Kolkata - 700072, (hereinafter referred to as '**THE THIRD EXISTING PARTNER**'), which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, successors, nominees and permitted assignees.

(4) **Mr. PANKAJ KUMAR JAISWAL**, aged about 48 years, son of Sri Rama Shankar Jaiswal, residing at 13/5, Hazi Zakaria Lane Kolkata - 700006, (hereinafter referred to as '**THE FOURTH NEW PARTNER**'), which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, successors, nominees and permitted assignees,

(5) **Mr. SUSHIL PRASAD**, aged about 41 years, son of Satish Prasad, residing at 19/2, Rajchandra Sen Lane, Kolkata - 700009, (hereinafter referred to as '**THE FIFTH NEW PARTNER**'), which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, successors, nominees and permitted assignees,

(6) **Mr. GOPAL KUMAR CHOWDHURY**, aged about 48 years, son of Pravesh Kumar Chowdhury, residing at 32P, Gora Chandra Bose Road Kolkata - 700006, (hereinafter referred to as '**THE SIXTH NEW PARTNER**'), which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, successors, nominees and permitted assignees, and

(7) **Mr. MITHU DEY**, aged about 48 years, son of Manoranjan Dey, residing at 20/1 Kalimuddin Lane, Kolkata - 700006, (hereinafter referred to as '**THE SEVENTH NEW PARTNER**'), which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, successors, nominees and permitted assignees,

AND WHEREAS the party hereto of the all Part felt necessity of helping hands in order to carry on the aforesaid business smoothly and therefore decided to admit reliable person as Partner in their partnership business. With this end in view the party hereto of the all Part, approached the party of the Fourth, Fifth, Sixth and Seventh PART to join in their partnership business as Partner and to carry on the business as partnership business with all existing assets and liabilities.

**WHEREAS** All the parties hereto shall together be referred to as the PARTNERS.

**DREAM HOUSE CONSTRUCTIONS**

*[Signature]*

Partner

KOLKATA  
NOTARY  
KOLKATA NO. 10238/LS  
C.M.A. COURT  
KOLKATA - 700 001

01 JAN 2018



AND WHEREAS the Partners are desirous of carrying out the business of real estate business and to engage into any other business which may be necessary or ancillary to the achievement of the primary objective as stated herein.

AND WHEREAS in order to avoid any conflict that may arise in future, it has been agreed amongst the partners that the terms and conditions upon which this partnership firm shall be carried on should be reduced in writing.

NOW THIS DEED WITNESSED and the partners hereby agree that they shall become and remain partners in the partnership firm on the terms and conditions contained hereinafter:

**1. FIRM NAME**

The Partnership firm shall be carried on in the name and style of **DREAM HOUSE CONSTRUCTIONS** (hereinafter referred to as 'the partnership firm') and/or in such other name or names as the parties hereto may from time to time mutually agree upon.

**2. ADDRESS**

The principal place of partnership firm shall be at 123/2/H/3, ACHARYA PRAFULLA CHANDRA ROAD, KOLKATA – 700 006. The place of business may be changed and/or new branch(es) may be opened at such other place(s) as the parties hereto agree upon from time to time.

**3. BUSINESS**

The principal business of the partnership firm shall be to carry out the business of sale, purchase and develop land, construct the building, enter into joint venture to promote the real estate and otherwise deal in all kind of real estate business and any other business in allied lines. The partnership firm may also engage itself from time to time in any other lawful activity which may help it in furthering its interest in its principal business.

**4. DATE OF COMMENCEMENT**

That the deed of partnership as evidenced by these presents shall commence with effect from the date of signing of this deed, i.e., 14<sup>th</sup> December, 2017.

**5. DURATION**

The duration of the partnership firm as constituted by these presents shall be 'at will'.

DREAM HOUSE CONSTRUCTIONS  
*[Signature]*  
Partner

REKHA PRASAD  
NOTARY  
KOLKATA, No. 10/215/18  
C.M. No. Court  
Kolkata - 700 001

01 JAN 2018



**6. PARTNERS' CAPITAL.**

(a) The Partners shall bring in such capital, whether in cash or in kind, as may be mutually decided amongst the partners

(b) The capital may be increased or reduced at any time by the mutual consent of the Partners.

(c) The Partners shall be entitled to interest on their Capital Contribution at such rate as mutually agreed upon from time to time. The Partners may decide not to charge any interest on their capital contribution.

**7. SHARING OF PROFIT & LOSSES**

The net profits and losses of the partnership business including the loss of capital, if any, shall be divided amongst or borne by the partners in the following proportions:

**Mr. GOPAL PRASAD JAISWAL.....49%**  
THE FIRST EXISTING PARTNER

**Mr. BINOD KUMAR SONI..... 12%**  
THE SECOND EXISTING PARTNER

**Mr. SATRUGHAN KUMAR SHAW.....11%**  
THE THIRD EXISTING PARTNER

**Mr. PANKAJ KUMAR JAISWAL.....5%**  
THE FOURTH NEW PARTNER

**Mr. SUSHIL PRASAD.....6%**  
THE FIFTH NEW PARTNER

**Mr. GOPAL KUMAR CHOWDHURY....10%**  
THE SIXTH NEW PARTNER

**Mr. MITHU DEY.....7%**  
THE SEVENTH NEW PARTNER

**DREAM HOUSE CONSTRUCTIONS**  
*G. Prasad*  
Partner

**SEKHA TEWARI**  
NOTARY  
No. 10288/11  
Govt. of India Court  
Kolkata - 700 001

01 JAN 2018



8. **REMUNERATION**

Remuneration as Bonus or otherwise may be paid to the Partners as mutually agreed upon amongst them depending upon the extent of involvement in the firm. However, the total remuneration shall be subject to the following ceiling:-

|   |  |
|---|--|
| On the first Rs. 3,00,000/- of the Book Profit or in case of loss | : Rs. 1,50,000/- or 90% of the Book Profit whichever is more |
| On the balance of the Book Profits.                               | : 60%  |

The Remuneration may be revised by mutual agreement of the Partners and shall be subject to the Provisions of the Income Tax Act, 1961.

9. **DRAWINGS**

The partners shall be allowed to draw for their personal purposes from time to time by debiting their accounts. These sums in any case shall not exceed the amount due to any partner in accordance with the above clauses by way of interest, remuneration and share of profit for the year. Any amount drawn in excess of these combined sums as applicable will be treated as loan to partners on which interest @ 12% p.a., or at such other rates as may be decided upon mutually by the partners hereto, shall be chargeable.

10. **BOOKS OF ACCOUNTS**

The usual books of account shall be kept properly posted up for all such transactions and things as are usually entered into the books of accounts kept by concerns of the similar nature. Every partner shall have free access to the said books of accounts and all relevant papers and documents, either by himself or through their agents.

11. **ACCOUNTING YEAR**

The annual accounts of the partnership business shall be prepared on 31<sup>st</sup> day of March every during the continuance of partnership. However, the accounting year can be changed to any date as the parties hereto may decide in future.

12. **FINAL ACCOUNTS**

A general account shall be taken of all the assets and liabilities of the partnership firm at the end each accounting year. A Balance Sheet and Profit & Loss Account, making due allowance for the interest and remuneration payable to the partners and partners share of profit or loss, shall be divided and transferred to the respective capital accounts of the partner in the manner described hereinabove.

DREAM HOUSE CONSTRUCTIONS

*Rajiv*  
Partner

K. K. TEWARI  
NOTARY  
Room No. 10288/18  
V.M.M.'s Court  
Kolkata - 700 001  
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01 JAN 2018



### 13. BANK ACCOUNTS

A banking account / accounts in the name of the partnership firm shall be opened as partners hereto may, from time to time decide and the same shall be operated severally or jointly as may be mutually decided between the partners

### 14. MANAGEMENT AND CONDUCT OF BUSINESS

The business of the firm shall be managed and conducted by the parties hereto with joint responsibility.

### 15. POWERS AND DUTIES OF THE PARTNERS

(i) Each of the partners shall devote his/her full time, energies and attention to the affairs of the firm. However, the firm's activities shall at all time carried out by all the partners collectively.

(ii) Every partner shall have authority in an emergency to do such acts for the purpose of protecting the firm from loss as would be done by a person of ordinary prudence in his/her own case acting under similar circumstances and any partners so doing shall be indemnified by the partners in respect of any expenditure incurred or payment made in connection therewith.

(iii) Each Partner shall

a) Punctually pay and discharge his/her separate debts and engagements and indemnity to the other partner and the partnership assets against the same and all costs, claims and demands in respect thereof.

b) Be just and faithful to the other partner and interest of the firm in all transactions relating to the partnership.

c) At all times give to the other partner true information and faithful explanations of all matters relating to the partnership within his/her knowledge and afford every assistance in his/her power to carry on the business for their mutual advantage.

### 16. RESTRAINT ON POWER OF PARTNERS

None of the partners shall have the right to encumber business and / or assets of partnership for personal debts and/ or shall not be entitled to do any one or more of the following acts or things without the consent of the other partner viz.

a) To transfer, assign, sell, mortgage, hypothecate or charge his/her share in the partnership;

b) To deliver goods / render services on credit to the parties to whom the other partner have forbidden him;

KESHHA TEWARI  
NOTARY  
Reg. No. 10738/13  
C.M. & C. COURT  
KOLKATA - 700 001

01 JAN 2018

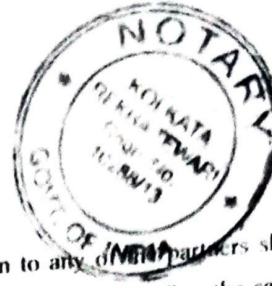
DREAM HOUSE CONSTRUCTIONS

*[Handwritten Signature]*

Partner







**21. NOTICE TO PARTNERS**

Any notice here by required or authorized to be given to any of the partners shall be deemed to be sufficiently given by personally giving them or by sending the same by registered post to his/her last known address.

**22. ARBITRATION**

All disputes between the partners or between the Partner and the said partnership firm arising out of the partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

**23. SAVING**

Any matters for which no provision has been made hereinabove shall be decided by the partners mutually.

**24. MODIFICATION**

The terms and conditions of this deed may be altered, deleted and /or supplemented, in writing by mutual consent of all partners.

**25. GENERAL**

- (a) All the partners hereto shall remain sincere and faithful to each other and disclose all the things coming to their hands and knowledge concerning the partnership business to each other.
- (b) Each party shall be an agent of the partnership firm and shall have right to file tenders, quotation, make bills and sign valid money receipts and all other documents concerning the partnership.
- (c) The property of the partnership firm shall not be liable for the personal liability and debts of the partners.
- (d) No partner shall be entitled to transfer his/ her share to any other person without the mutual consent of other partners, but it may devolve upon any heirs consequent to inheritance on the death of any partner.
- (e) For all other purposes, the relations of the parties shall be governed by the provisions of the Indian Partnership Act.

K. K. TEWARI  
NOTARY  
Regn. No. 10228/18  
C. B. No. Court  
Kolkata - 700 001

01 JAN 2018

DREAM HOUSE CONSTRUCTIONS

*Official*  
Partner



IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the  
For and on behalf of

**WITNESSES:**

1. Dipak Bha  
21/C MOHAN LAL ST KOL-4

2. Debarata Ray  
2/215 Dam Dam Road.  
Kath 30

IDENTIFIED BY ME

[Signature]  
ADVOCATE



[Signature]  
(GOPAL PRASAD JAISWAL)  
AS THE FIRST EXISTING PARTNER

[Signature]  
(BINOD KUMAR SONI)  
AS THE SECOND EXISTING PARTNER

[Signature]  
(SATRUGHAN KUMAR SHAW)  
AS THE THIRD EXISTING PARTNER

[Signature]  
(PANKAJ KUMAR JAISWAL)  
AS THE FOURTH NEW PARTNER

[Signature]  
(SUSHIL PRASAD)  
AS THE FIFTH NEW PARTNER

[Signature]  
(GOPAL KUMAR CHOWDHURY)  
AS THE SIXTH NEW PARTNER

[Signature]  
(MITHU DEY)  
AS THE SEVENTH NEW PARTNER

ATTESTED SIGNATURE ONLY  
BEFORE ME ON IDENTIFICATION

10

01 JAN 2018

[Signature]  
NEEMA TEWARI  
1977-78-84

DREAM HOUSE CONSTRUCTIONS

[Signature]  
Partner

**NOTARIAL CERTIFICATE**

INSTRUMENT "A"

dated 1 JAN 2019 day of \_\_\_\_\_ 20

with  
**NOTARIAL CERTIFICATE**

dated \_\_\_\_\_ day of 1 JAN 2019 20



Mobile : 09748234830

**Rekha Tewari**

NOTARY PUBLIC

**Govt. of India**

CMM'S COURT  
2, Bankshall Street,  
Kolkata - 700 001