Pashupati Shah Notary

(Appointed by Govt. of India)

Serial No. Alignit Dated



Rosidence/Chamber Punjabi Para, Behind Pranami Mandir, Siliguri .734001 Mobilo: 98326-29587,

98326-29567, 96410-71507

NOTARIAL CERTIFICATE

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

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

An Original Re-constituted Oced of Eartnership ws 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.

> Pashupati Shah NOTARY, SILIGURI

Pashupati Shah Notary

The executentls is/are identified by me:

Advocate



Regd, No. 555208

Area Siliguri



एक सो रुपये

रुः 100



Rs. 100

ONE HUNDRED RUPEES

PATRON BUDICIAL

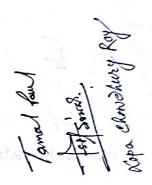
পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL





DAY OF AUGUST OF THE ENGLISH

HOUSAND AND TWENTY THREE



RECONSTITUTED DEED OF PARTNERSHIP

Contd. Page 2

Solemnly Affirmed & Declared Before me on Identification





अन्छिम् बंगाल WEST BENGAL

nd assigns of the Third Part

AB 418012



THIS RECONSTITUTED DEED OF PARTNERSHIP MADE ON 15th DAY OF AUGUST OF THE ENGLISH CALENDER YEAR TWO THOUSAND AND TWENTY THREE

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah NOTARY, SILIGURI

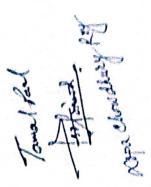
Part which expression shall mean and include enters excluded by a

Contd. Page 3









TAMAL PAUL son of Late S.C Paul, by Profession Civil Engineer, resident of B.B.D. Sarani by Lane, Shibram Pally, P.O.-Halderpara & P.S.-Bhakti Nagar, in the District of Jalpaiguri, West Bengal hereinafter called the 'First Party of the First Part' which expression shall mean and include unloss excluded by or repugnant to the context his heirs, executors, legal representatives, administrators and assigns of the First Part.

AND

PARTHA SARATHI DUTTA BISWAS, son of Subodh Ranjan Dattabiswas, by caste Hindu, by occupation business, resident of Paticolony, Road no. 5, P.O. & P.S. Pradhan Nagar Siliguri in the district of Darjeeling, hereinafter called the 'Socond Party of the Second Part' which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, legal representatives, administrators and assigns of the Second Part.

AND

LOPA CHOWDHURY (ROY), wife of Sudip Roy, by caste Hindu, by occupation business, resident of Rabindra Sarani, Sarda Pally, P.O. & P.S- Bhakti Nagar, Siliguri in the district of Jalpaiguri, West Bengal hereinafter called the Third Party of the Third Part' which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, legal representatives, administrators and assigns of the Third Part.

Contd. Page 4

Solemnly Affirmed & Declared Before me (क्षि Identificatjon)





MITA DUTTA BISWAS wife of Partha Sarathi Dutta Biswas, by caste Hindu, by occupation business, resident Paticolony, Road No. 5, P.O. & P.S. Pradhan Nagar Siliguri in the district of Darjeeling 734003 hereinafter called the 'Retiring Party'.

AND WHEREAS the Parties of the First & Third Parts alongwith Smt. Mita Dutta Biswas (Retiring Party) had been carrying on a partnership business of Contractor work of Construction and General Order Supply, under the trade name & style of 'DCP ENTERPRISES' from Premises No. H/24/128/119/356, KABI GURU SARANI, P.O. & P.S. SILIGURI Dist. Darjeeling- 734001 on and from the 28th day of December, 2016 in terms of a Deed of Partnership executed on the same date.

AND WHEREAS Mita Dutta Biswas (Retiring Party), being preoccupied with some other activities, had expressed her willingness to retire from the partnership firm and has already intimated the other partners of the firm. In view of such intimation, the existing partners of the firm have accepted the retirement of Mita Dutta Biswas and Mita Dutta Biswas has actually retired from the partnership firm on and from this 15th Day of August, 2023.

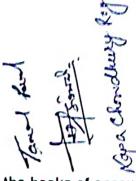
AND WHEREAS in view of such retirement the parties of the First & third part for smooth and proper functioning of the partnership firm have requested Sri Partha Sarathi Dutta Biswas, spouse of Mita Dutta Biswas to become a partner of the partnership firm and be involved in the day to day activities of the firm with immediate effect. In view of such request Sri Partha Sarathi Dutta Biswas has agreed to the proposal of the First & third parties and have joined the partnership firm as a partner with effect from 15th Day of August, 2023.

Contd. Page 5

SIL GURI PUR

Solemniy Affirmed & Declared Before me on Identification





AND WHEREAS in view of admission and retirement, the books of account of the partnership firm have been finalized, balance sheet has been drawn upto 15.08.2023. That the partners have mutually agreed that capital balance of Mita Dutta Biswas as on this date of Deed will be transferred to Partha Sarathi Dutta Biswas being her spouse and to this the Retiring Party Smt. Mita Dutta Biswas has no objection.

AND WHEREAS it has been mutually agreed by the continuing parties that on and from the execution of this Reconstituted Deed of Partnership, the Retiring Party will be absolved from all past liabilities/taxes /dues of the partnership firm (both government & non-government) and the continuing partners shall not in any way involve her in future.

AND WHEREAS the Deed of Partnership executed on 28th Day of December, 2016 now needs to be modified due to retirement of Mita Dutta Biswas and joining of Partha Sarathi Dutta Biswas and also for fixing the new profit sharing ratio as decided by the continuing partners mutually on the basis of the time and contribution provided to the partnership business.

AND WHEREAS the Parties to this Deed in order to avoid future dissensions, disputes and misunderstandings feel necessary and advisable for their mutual benefits and interests to have a proper and duly executed written Deed containing all the terms, conditions and stipulation actually agreed upon between themselves in relation to the amended partnership business.

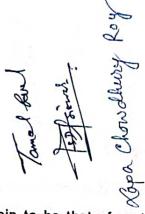
Contd. Page 6

SILI SRI RIVERI

Solemnly Affirmed & Declared Before me on Identification



'ARTICLES'



1) BUSINESS:

That the business of the partnership firm shall remain to be that of partnership business of Contractor work of Construction and General Order Supply, under the trade name & style of 'DCP ENTERPRISES'.

2) NAME AND ADDRESS OF BUSINESS:

That the partnership business shall henceforth be carried on and continued to be carried on under the same trade name and style of 'DCP ENTERPRISES' but the partners have decided to change the registered address of the firm and the new address will be B-1, Second Floor, Vivekananda Mini Market, Hill Cart Road, Siliguri -734001, P.O. & P.S. SILIGURI Dist. Darjeeling 734001. Parties shall be at liberty to open branch/branches at such place or places and to close the same with mutual agreements between themselves and the retiring party has no objection if the trade name is continued by the continuing parties.

3) COMMENCEMENT AND DURATION:

That the partnership hereby reconstituted have commenced on and from this 15th Day of AUGUST, 2023 and shall continue unless determined by a party to others at the address of the business.

4) CAPITAL OF THE NEW PARTNERSHIP:

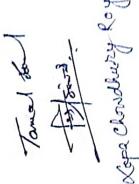
That the capitals of the continuing parties shall be the amount standing against their names as on this date and any further contribution made by the partners will be recorded accordingly. That in case of Partha Sarathi Dutta Biswas, the capital received from Mita Dutta Biswas will be his opening capital and any further contribution by him will be recorded accordingly.

Contd. Page 7

SIL GURI RU

Solemnly Affirmed & Declared Before me on Identification





5) INTEREST ON CAPITAL:

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

6) WORKING PARTNER AND REMUNARATION:

That First Second & Third Parties to this Reconstituted Deed of Partnership shall be working partners and have agreed to devote their time, energy and attention to the business of partnership and in consideration thereof, they shall be entitled to receive remuneration in their profit/loss sharing ratio subject to the availability of profit which is to be the determined in the following manner:-

(a) On the first Rs.3,00,000.00 of the Book profit or in case of loss

Rs.1,50,000.00 or at the rate of 90% of Book Profit whichever ever is more.

(b) On the balance of the book profit

at the rate of 60 %

Note: Book profit means the net profit as defined in Explanation-3 of section 40(b)(iv) of the Income Tax Act,1961.

That the remuneration payable to the working partners shall be computed in the manner laid down in explanation 3 to Sec 40(b) of the Income Tax Act, 1961 or any other applicable provisions as may be in force in the Income Tax assessment of the partnership firm of the relevant accounting year. Such amount shall be distributed among the working partners in their profit/loss sharing ratio. The working partners shall be entitled to withdraw out remuneration for their personal needs from time to time.

Contd. Page 8

Solemnly Affirmed & Declared
Before me on Identification





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

First Party ----- 1/3 Shares in Profit / Loss
Second Party ----- 1/3 Shares in Profit / Loss
Third Party ------ 1/3 Shares in Profit / Loss

8) ACCOUNTS:

(A) That the books of accounts together with all other papers and documents shall be kept at the place of business of the firm and all parties at all reasonable times, be entitled to inspect or take copies or the extract thereon.

(B) 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 or loss as the case may be shall be ascertained and divided amongst the parties according to their share mentioned else where in this Deed.

9) BANK ACCOUNTS:

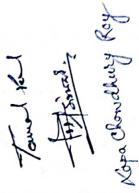
That the existing bank accounts already opened or any other bank account or accounts to be opened with any Nationalized /Commercial Bank or any other Banks as may be decided by the continuing parties shall be operated by signature of anyone of the PARTIES of the FIRST & SECOND PARTS of this Deed executed on 15th Day of August, 2023.

Contd. Page 9

Solemnly Affirmed & Declared Before me an Identification







10) LOANS AND 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 continuing parties shall be jointly liable for the payments of such advance or loan including interest payable thereon in the ratio as mentioned in the Clause No. (7) here in above.

11) RIGHT CLAUSE / FORBIDDEN CLAUSE:

- a) Each and every continuing party shall be entitled to represent the firm and sign all vouchers, contracts, invoices, mercantile and other papers, affidavits for and on behalf of the firm.
- b) That each continuing 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 continuing parties shall be just and faithful to each other and shall work for the best interest of the partnership business.
- d) That each continuing 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 partner 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.

Contd. Page 10

Solemnly Affirmed & Declared
Before me on Identification





ii) enter into any bond or become ballee 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 selzed, attached, entered or taken into execution.

12) RETIREMENT:

- A) The duration of the partnership shall be 'AT WILL' but if any of the continuing 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 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.
- C) That the existing partners may for the expansion of the business admit new partner/partners and on admission this Deed of Partnership executed on this date shall be amended accordingly.

13) DEATH AND INSANITY:

That incase of insanity, permanent physical disability or death or any of the partners, the firm shall not stand dissolved but can be continued as a going concern by the remaining partner.

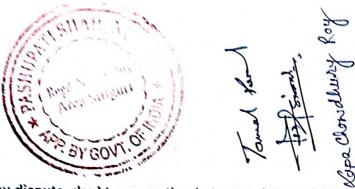
14) DISSOLUTION:

That the continuing parties may dissolve the partnership at any time by mutual agreement between themselves and the firm upon dissolution shall be wound up and the assets and liabilities shall be dealt with in accordance with the provisions of the Indian Partnership Act, 1932.

Contd. Page 11

Solemnly Affirmed & Declared
Before me ph Identification





15) ARBITRATION:

That in the event of any dispute, doubt or question between the continuing partners or their legal representative either on the construction of these present or respecting the accounts, transactions, profits or losses of the business, dissolution of the firm, retirement of the partner or any matter relating to 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.

16) 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.

Contd. Page 12



Solemnly Affirmed & Declared
Before me of identification

BYGOVY

IN WITNESS WHEREOF THE PARTIES HEREONTO SET THEIR HANDS AND SIGNED ON THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES	SIGNATURE OF THE PARTIES
1) Sulin Rox.	1) Tamel Sund
	(First Party)
2)	2) 23 89008.
	(Second Party)
3)	3) Kopa Chowdhury Roy (Third Party)
	(Third Party)

Signature of Retiring **Party** confirming retirement

1. Mela Dulla Kinea Mita Dutta Biswas

Drafted, read over and explained by me and typed in my office

Solemnly Affirmed & Declared Before me on Identification Pashupati Shah

NOTARY, SILIGURI