

**Pashupati Shah  
Notary**

(Appointed by Govt. of India)

Serial No. April Dated 24 April 2018

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

**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. Himachal Mahanta 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 24<sup>th</sup> day of April in the year 20 18

solemnly Affirmed & Declared  
Before me on Identification

Pashupati Shan  
NOTARY SILIGURI  
Pashupati Shah  
Notary



The executentis is/are identified by me :

Himachal Mahanta  
Advocate



भारतीय गैर न्यायिक

पचास  
रुपये  
रु. 50

FIFTY  
RUPEES  
Rs. 50



INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

W 946803

Radient Nirman (P) L 'a

*[Handwritten signature]*

Director

*[Handwritten signature]*

Ranjana Aggarwal

**RECONSTITUTED PARTNERSHIP DEED**

Continued 2

solemnly Affirmed & Declared  
Before me on Identification

*[Handwritten signature]*  
24/4/18

Pashupati Shah  
NOTARY SILIGURI


NON JUDICIAL STAMP

SL. NO. 2447 D. 26.04.18

NAME AD Corp

CF 3km

Rs 50/- RUPEES

  
SANJIV K. SINGH  
Stamp  
Siliguri  
L. No. - 18 of 1993

Discom  
Bengal Jharkhand Power



भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 946844



Radiant Nirman (P) L<sup>td</sup>

Director

*[Handwritten Signature]*  
Ranjana Agarwal

**RECONSTITUTED PARTNERSHIP DEED**

Continued 3

solemnly Affirmed & Declared  
 Before me on identification

*[Handwritten Signature]*

Pashupati Shan  
NOTARY SILIGURI

NON JUDICIAL STAMP

SL. NO. 2448 DATE 26.04.18

NAME AD CAMP

F. 3m

RS. 27 RUPEES

*SK*  
SANGIT KUMAR ROY  
Stamp Vendor  
Siliguri Court  
L. No. - 769R/2015

Digitized by

www.indianstampcollector.com



भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 946802

This Deed of partnership made this 24<sup>th</sup>  
Day of April 2018 at Siliguri.

Continued 4

Radiant Nirman (P) & Co  
*[Signature]*  
Director

*[Signature]*  
Ranjana Agarwal

solemnly Affirmed & Declared  
Before me on Identification

*[Signature]*  
Pashupati Shan  
NOTARY SILIGURI



NON JUDICIAL STAMP

No. 2449 DATE 26.04.18

Rs. 5000  
Shri

5000

  
SANJIT KUMAR  
Dy. Commr.  
Siliguri  
L. No. 142/18/15

Director

OFFICE OF THE DIRECTOR

RECEIVED

26/04/18





(4)

BY & BETWEEN

Radiant Nirman (P) Ltd

Director

Ranjana Agarwal

1. **SMT. RANJANA AGARWAL** Wife of Sri Ajay Agarwal, by religion Hindu, by occupation business, by nationality Indian, residing at C/O Shanti Ware Housing Corporation, 2<sup>nd</sup> Mile, Sevoke Road, P.O. Sevoke Road, Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal hereinafter called the **FIRST PARTY/CONTINUING PARTNER** (which expression shall mean and include unless excluded by or repugnant to its context her heirs, successors, representatives, administrators or assigns) of the **FIRST PART**.

2. **RADIANT NIRMAN PRIVATE LIMITED**, a Private Limited Company, incorporated under The Companies Act 1956, bearing Certificate of incorporation no. U45400WB2004PTC098038 having its registered Office at 1<sup>st</sup> floor, Kapil Centre, 2<sup>nd</sup> Mile, Sevoke Road, Siliguri-734001, in the state of West Bengal, represented by one of its directors, **SRI AJAY AGARWAL**, Son of Late Gangadhar Agarwal, by religion Hindu, by occupation business, by nationality Indian, residing at C/O Shanti Ware Housing Corporation, 2<sup>nd</sup> Mile, Sevoke Road, P.O. Sevoke Road, Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal hereinafter called the **SECOND PARTY/RETIRING PARTNER** (which expression shall mean and include unless excluded by or repugnant to its context its directors, heirs, successors in office representatives, administrators or assigns) of the **SECOND PART**.

3. **SRI AJAY AGARWAL**, Son of Late Gangadhar Agarwal, by religion Hindu, by occupation business, by nationality Indian, residing at C/O Shanti Ware Housing Corporation, 2<sup>nd</sup>

Continued 5

I solemnly Affirmed & Declared  
Before me on Identification

Pashupati Shan  
NOTARY SILIGURI





(5)

Radiant Nirman (P) L<sup>td</sup>

Director

Ranjana Agrawal

Mile, Sevoke Road, P.O. Sevoke Road, Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal hereinafter called the **THIRD PARTY/INCOMING PARTNER** (which expression shall mean and include unless excluded by or repugnant to its context her heirs, successors, representatives, administrators or assigns) of the **THIRD PART**.

**WHEREAS**, the First Party & Second party Were carrying on business of Real Estate Builders & Developers, Buyers, sellers of property of all description & other allied business under the name and style of **A B CORP** under a deed of partnership w.e.f. 01.04.2015.

**AND WHEREAS**, the Second party, expressed its desire to retire from partnership business at the close of the 31<sup>st</sup> day of March 2018 and accordingly served notice of its intention to the other partner.

**AND WHEREAS** the First Party & Second Party prior to the retirement of Second party, for better management and control of the business, offered the Third party to join the business of **A B CORP** as partner and the Third Party having agreed to the offer of the First Party & Second Party decided to join the business of partnership at the close of the day 31<sup>st</sup> day of March 2018 i.e.w.e.f 01.04.2018

Continued 6

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Before me on Identification

Pashupati Shah  
NOTARY SILIGURI



(6)

Radiant Nirman (P) Ltd

  
Director

  
Ranjana Agaswal

**AND WHEREAS** after joining of the Third Party as a partner in the business of the firm **A B CORP** in the manner aforesaid, the Second party retired from the said firm **A B CORP** at the close of the day 31<sup>st</sup> day of March 2018 and both the partners of the reconstituted firm decided to reduce the terms and conditions in writing to avoid future disputes and differences.

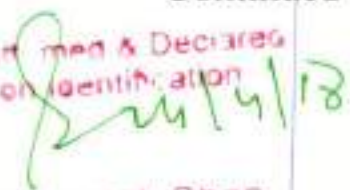
**NOW THIS DEED WITNESSETH AS FOLLOWS :-**

1. **THAT** the reconstituted partnership shall be deemed to have commenced on and from 01.04.2018 and/or the date as to be decided by the partners mutually.

2. **THAT** the reconstituted partnership shall be continued for the period of WILL of the partners and it shall be a partnership at WILL.

3. **THAT** the business of reconstituted partnership shall continue to be that of Real Estate Builders & Developers, Buyers, sellers of property of all description & other allied business and other commodity or services. The partners by mutual consent may change line of business from time to time. The reconstituted partnership business shall continue to be carried on under the name and style of **A B CORP** having its office at Kapil Centre, 1<sup>st</sup> Floor, 2<sup>nd</sup> mile, Sevoke Road, P.O.Sevoke Road, P.S. Bhaktinagar, Siliguri, Dist. Jalpaiguri. The partners may change the name and/or place of business by mutual consent from time to time.

Continued 7

Identified & Declared  
Before me on Identification  
  
Pashupati Shah  
NOTARY SILIGURI





Radiant Nirman (P.L.)

Director

Ranjana Agarwal

4. **THAT** the capital of reconstituted partnership business shall be contributed/provided by the partners from time to time as and when required and the capital so contributed/provided by the partners shall bear interest at the maximum rate of 12% p.a. and/or at the rate as to be decided by the partners in view of the provisions of Income Tax Act.

5. **THAT** the retiring partner, the Second Party of these presents have received the capital standing to the credit of his capital account including share of Profit/loss up to 31.03.2018 (the date of retirement) together with the share of goodwill valued if any, from the continuing Partner(s) and the retiring partner shall have no claim whatsoever upon the continuing partners of the firm.

6. **THAT** after retirement of the Retiring party, all the benefits of all contracts, Lease Hold right of land & building, quotas, Licenses and/or any other benefit/claim shall vest upon the continuing Partner and the retiring partner shall not have any claim whatsoever.

7. **THAT** the retiring partner releases all his rights and claims to and in the said firm and its assets of all kind.

8. **THAT** the Retiring Partner hereby assign and transfer all his share, right, title and interest in the said partnership business together with all the assets including Goodwill and all outstandings/ benefits of all permits and licenses held by the firm and outstanding contracts for consideration paid by the Continuing/Incoming partners on the execution of these presents (Receipt whereof the Retiring Partner doth hereby admit).

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Before me on Identification

Pashupati Shan  
NOTARY SILIGURI



Radiant Nirman (P) Ltd.  
Director

Ranjana Agrawal

9. **THAT** the amount of interest payable on capital as mentioned in clause 4 above shall be credited to the respective partners capital account at the close of the year and the fact of the credit and/or payment as recorded in the books of accounts of the firm shall be deemed to be the consent of the parties as specified and authorised by this clause of partnership deed.

10. **THAT** in addition to the capital so contributed/provided by the partners, the parties hereto this deed of partnership shall be entitled to borrow loans as working capital as well as Block capital if required from any individual, firms, companies, Financial institutions such as WBFC, RBI, Exim Bank and/or any other Bank(s) as the case may be, whether secured and/or unsecured with the consent of both the partners on the terms and conditions as decided by them mutually and pay interest accordingly.

11. **THAT** all transactions done by any of the partners on behalf of the firm before execution of this reconstituted partnership deed shall be binding on the partnership firm **A B CORP**

12. **THAT** the profit and loss including capital gains or losses shall be divided and borne by the partners in following proportions:-

First Party -	50%
Third Party -	50%

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NOTARY SILIGURI





Radiant Nirman (P) L<sup>td</sup>

Director

Ranjana Agrawal

(9)

13. **THAT** working partner(s) shall be paid salary/remuneration which shall be computed in accordance with section 40 (b) (v) of the Income Tax Act 1961 and as reproduced below:-

**METHOD OF COMPUTATION**

If Book Profit is negative	Rs.1,50,000/-
If Book Profit is positive On first Rs. 3,00,000/- of Book Profit	Rs.1,50,000/- or 90% of Book Profit, whichever is more.
On the balance of Book Profit	60% of Book Profit

Provided that if there is any amendment in the above given method of computation as laid down in sub clause (v) of clause (b) of Section 40 of the Income Tax Act, the same shall also stand substituted accordingly in the Deed of Partnership with effect from the date of such amendment, unless otherwise decided by the Partners.

14. **THAT** the amount of salary and/or remuneration payable to the partner(s) as stipulated in clause above said shall be credited to the respective partners capital account at the close of the year and the fact of the credit and/or payment as recorded in the books of accounts of the firm shall be deemed to be the consent of the parties hereto as specified and authorized by this clause of partnership deed.

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Attest my hand & Seal  
Before me on identification  
24/4/18  
Pashupati Shah  
NOTARY SILIGURI



Radiant Nirman (P) L<sup>td</sup>

Director

Ranjana Aggarwal

15. **THAT** bank Accounts of the firm **A B CORP** shall be operated under the signature any one of the Parties. Partners shall be entitled to open new bank accounts as and when required and the same shall also be operated under the signature of any one of the Parties .

16. **THAT** any one of the Parties shall be entitled to sign on behalf of the firm in all Agreements, and all other documents and papers in connection with business of the firm.

17. **THAT** any one of the Parties to this deed shall be entitled to apply to the appropriate authorities of the Central Govt. and/or the State Govt. as the case may be in respect of licenses, permits, Quotas for the purpose of the business. And that the signatory partner to this application shall also be entitled to sign all documents, forms, etc. in that connection. Any one of the Parties shall be entitled to sign all application, returns, appeal petitions, objections and all other papers & documents relating to Income Tax, Sales Tax, Central Excise, Forest Deptt. Profession Tax, Labour Commissioner office, Panchayet/Local Authority, B.L.& L.R.O., Director General of Foreign Trade, Customs authorities, Reserve Bank Of India and all other offices of central or State Govt. and any statutory body.

18. **THAT** the partners in anticipation of profits shall be allowed to make such drawings from the partnership funds as they may agree from time to time and the amounts so withdrawn by the partners shall be debited to their respective capital accounts.

Continued 11  
Identified with A B Corp  
Before me on Identification

Pashupati Shah  
NOTARY SILIGURI





(11)

Radiant Nirman (P) L'a  
Director

Ranjana Agrawal

19. **THAT** the all books of accounts of the partnership business shall be kept at the place of the business and shall not be removed from that, without the consent of all the partners and also they shall be open for inspection in usual working hours by the partners who shall be entitled to take the extracts and copies thereof.

20. **THAT** all the partners shall act for the common benefit of the partnership firm.

21. **THAT** annual accounts of partnership business shall be taken on the 31st day of March each year and the statement of assets & liabilities and profits & losses shall be prepared accordingly.

22. **THAT** each partner shall regularly pay and discharge their separate debts and liabilities and shall indemnify the firm against the same.

23. **THAT** every partner shall be just and faithful to each other in all transaction relating to the business and shall render a true and fair account of all dealing of the partnership business.

24. **THAT** in case of any partner desirous of retiring from the partnership business it shall be required to give at least one month's notice in writing of its intention to do so. Partners by mutual consent may introduce new partner(s) in the partnership business on such terms and conditions as may be agreed upon.

Continued 12

solemnly Affirmed & Declared  
Before me on identification

Pashupati Shan  
NOTARY SILIGURI



Radiant Nirman (P) L<sup>td</sup>

Director

*[Handwritten signature]*  
Ranjana Agarwal

25. **THAT** any one of the Parties shall have full authority to institute, prosecute, defend, discontinue, withdraw and compromise any suit or other legal proceedings in any Civil or Criminal Court or before Income-tax, Commercial Tax Authorities or any other office or court and to sign, verify and present any plaint, petition, written statement, return, application for revision or review, memorandum or 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, person corporation, bank, Central and State Government, Society, Railways or any other body or individual and to appoint, empower or remove any legal practitioner 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.

26. **THAT** no partner shall sale, assign, mortgage or otherwise transfer his share in the partnership to the outsider without the consent of the other partner hereto. In case any partner desires to sale, assign, transfer or mortgage his share or any part thereof in partnership, it shall first offer the same to the existing partner and if existing partner is not interested in the said assignment, the said transferring partner may then with the consent of the other partner, sale, assign, transfer or mortgage its share in the partnership to the outsiders.

Continued 13

*[Handwritten signature]*  
Solemnly Affirmed & Declared  
Before me on *[Handwritten date]*

Pashupati Shan  
NOTARY SILIGURI





(13)

Radiant Nirman (P) Ltd  
Director

Ranjana Agaswal

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

28. **THAT** the partnership business shall not stand dissolved on the liquidation/insolvency or other incapacity of any party hereto but may be carried on by the surviving or other partner together with the legal representatives or successors in office of the liquidated/insolvent/incapacitated or such out-going partner on the same terms and conditions unless otherwise agreed upon between it and such legal representatives or successors in office.

29. **THAT** in the event of the retirement of any partner or the legal representatives or successors in office not joining the firm as partner in the circumstances mentioned in above said clause, the retiring partner or the legal representatives or successor in office, as the case may be, shall be entitled to get share of profit up to the date of retirement or date of happening of event by which the party concerned become incapacitated to continue as a partner and the capital contributed by such out-going 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 partner and the retiring partner or such legal representative or successors in office, as the case may be.

Continued 14

solemnly Affirmed & Declared  
Before me on Identification

Pashupati Shan  
NOTARY SILIGURI



(14)

30. **THAT** all disputes and differences that may arise between the partners and/or their representatives or assigns whatsoever concerning partnership, shall be referred to the arbitration of an arbitrator appointed by the partners under the relevant provisions of the Arbitration Act and decision of the arbitrator in that event shall be binding on the Firm and the partners thereof.

31. **THAT** subject to the other clauses of the deed in case of any change in the constitutions of the firm either by way of retirement or dissolution or in any other manner, the goodwill will be valued under mutual consent of the parties hereof.

32. **THAT** the partnership shall be governed by the Indian partnership Act 1932 as amended from time to time with respect to those matters not specifically provided hereinabove.

**IN WITNESS WHEREOF THE PARTIES HERE TO HAVE PUT THEIR RESPECTIVE HANDS ON THIS PARTNERSHIP DEED IN THE PRESENCE OF THE WITNESSES ON THE DAY, MONTH AND THE YEAR ABOVE MENTIONED.**

**WITNESSES:-**

1 Pawan K. Sharma  
30 Nirvanjan Sharma  
Subhavalpura  
P.O. & P.S. Siliguri - 1

(FIRST PARTY)  
**Radiant Nirman (P) L'td**  
[Signature]  
**Director**

(SECOND PARTY)

2 Jay Ranta  
S/o Ramesh Kumar Agawar  
Pungabipara  
P.O. Siliguri  
Dist. Darjeeling

[Signature]  
(THIRD PARTY)  
Ranjana Agawar  
Identified by me

**solemnly Affirmed & Declared  
Before me on Identification**  
[Signature]  
**Pashupati Shan  
NOTARY SILIGURI**

Himani...  
[Signature]  
[Signature]