

BEFORE THE NOTARY
KOLKATA-700 021

Sl. No...59...Dated...12/10/...2018



NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act, 1952)

TO ALL MEN BY THESE PRESENTS SHALL COME, I, **KAZI KHALEKUJJAMAN**, Advocate & Notary practicing as a NOTARY in Alipore & City Civil Court within the District of KOLKATA of the State of West Bengal within the Union of India, do hereby declare that the Paper Writings collectively marked "A" annexed hereto hereinafter called the "Paper Writings A", are presented before me by the executant (s).

SK. MOKBUL HOSSAIN, S/o. Lt. Yusuf
ALI, at 605 Sashi Bhushan Banerjee
ROAD, P.S. THAKURPUKUR, KOL-700008,
-- "And ors"



Hereinafter referred to as the "executant (s)" on this, the _____ day of _____ two thousand and eighteen.

12 OCT 2018

The "executant (s)" having admitted the execution of the "Paper Writings" in their respective hand (s), in the presence of the witness (es), who as such, have subscribed their signature (s), thereon and being satisfied as to the identity of the executant (s) and the said execution of the "Paper Writings A" and testify that the execution is in the respective hand (s) of the executant (s).

AN ACT WHEREOF Being required of a Notary. I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF I, **KAZI KHALEKUJJAMAN**, the said Notary, have hereunto set an subscribed my hand and affixed my Notarial Seal of Office at Alipore & City Civil Court Compound, Kolkata - 700 001, in the District of Kolkata on this the _____ day of _____ 2018

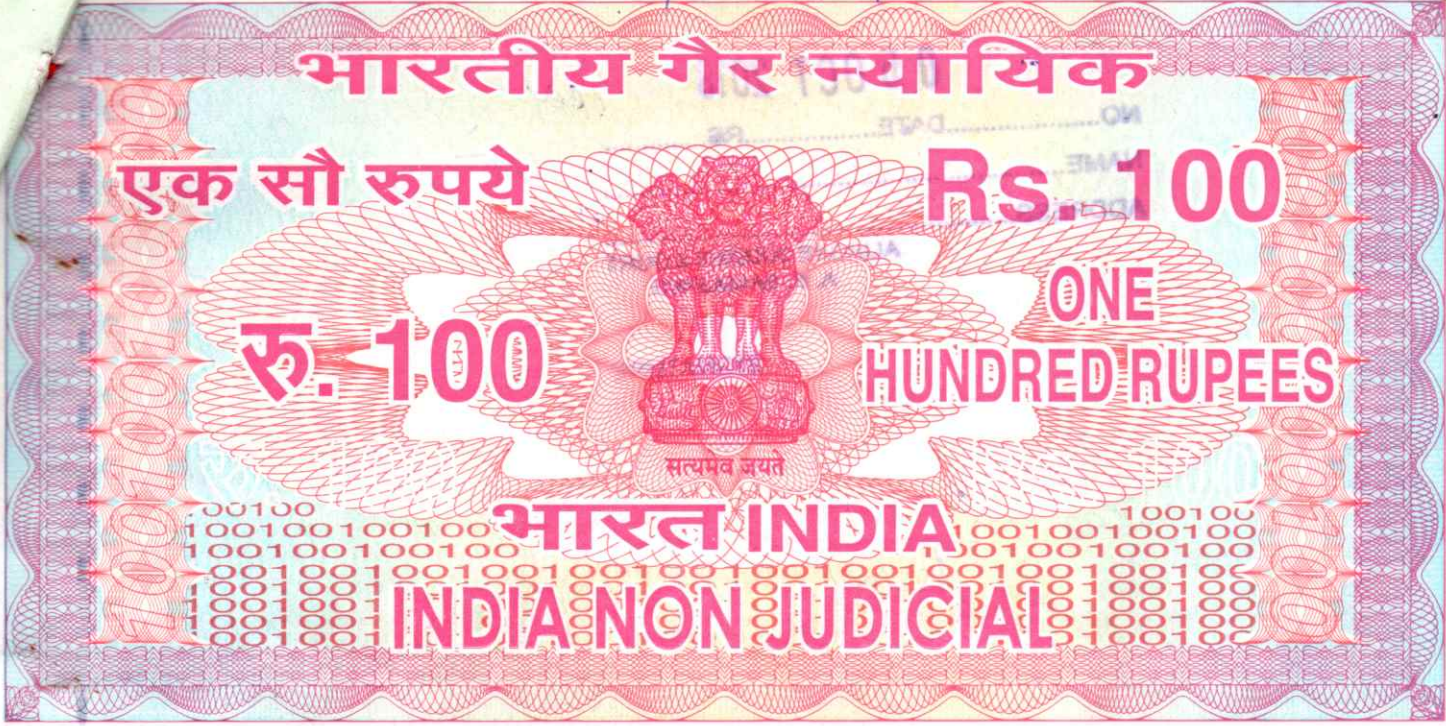
12 OCT 2018



Kazi Khalekujman
KAZI KHALEKUJJAMAN

Notary

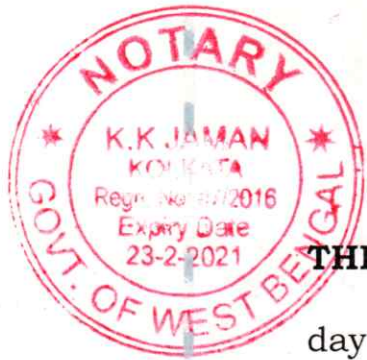
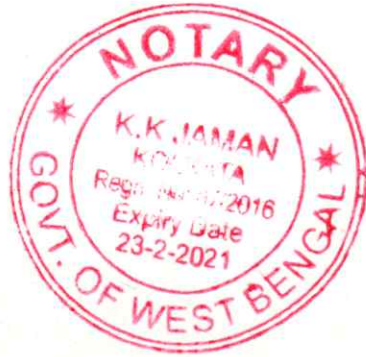
No. 59 Date 12/10/2018



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 485865

BEFORE THE NOTARY
KOLKATA-700 027



RECONSTITUTION OF FIRM

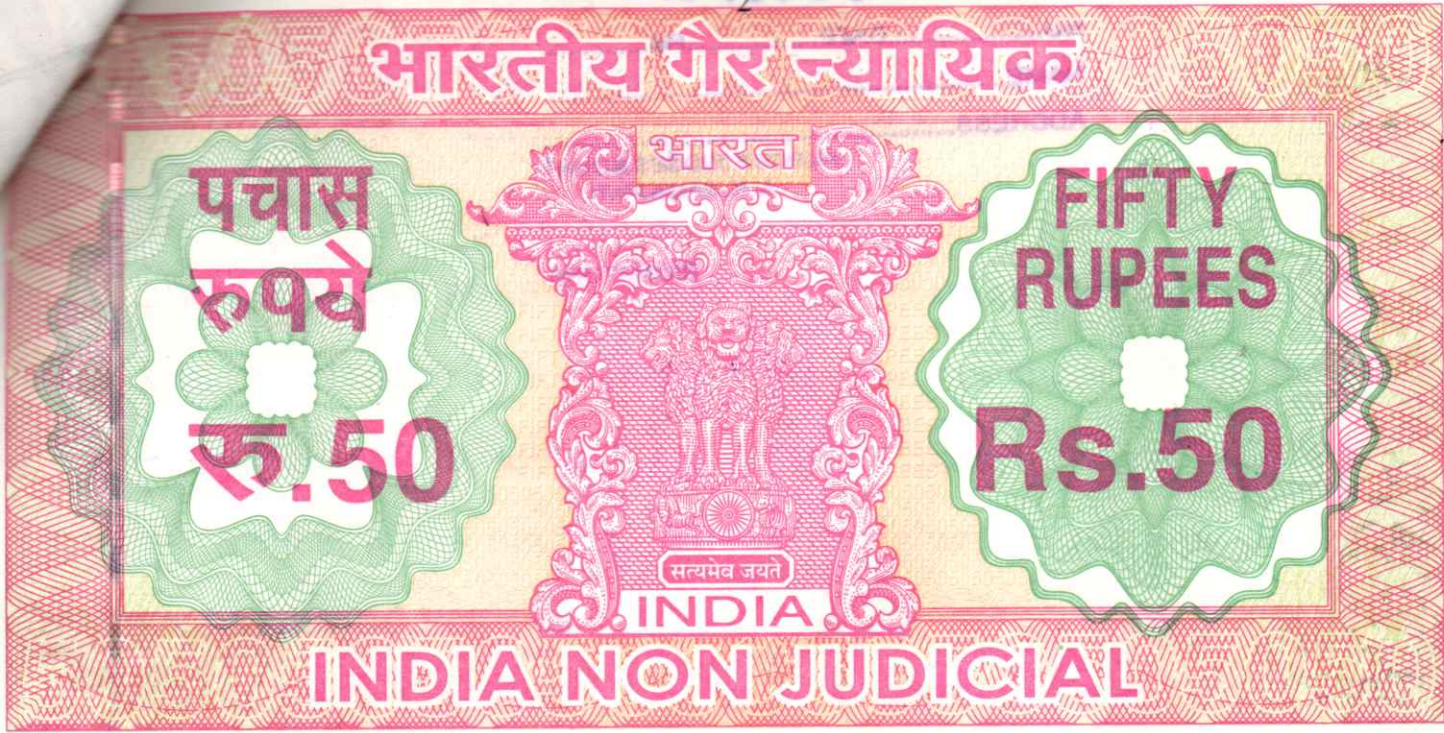
THIS RECONSTITUTION OF FIRM is made on this the
day of October, Two Thousand Eighteen (2018);

BETWEEN



12 OCT 2018

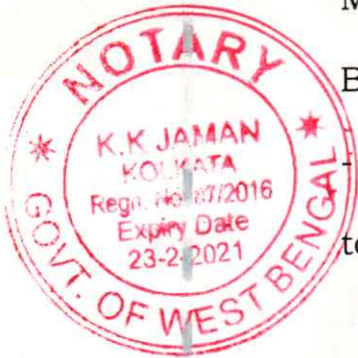
भारतीय गैर न्यायिक



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 394698

SK. MOKBUL HOSSAIN, son of Late Yusuf Ali, by religion- Muslim, by occupation - Business, residing at 63, Sashi Bhusan Banerjee Road, Police Station- Thakurpukur, Kolkata - 700 008 of the **FIRST PART** (herein after called and referred to as The **RETIRING PARTNER**) of the **FIRST PART**.



AND

1 2 OCT 2018

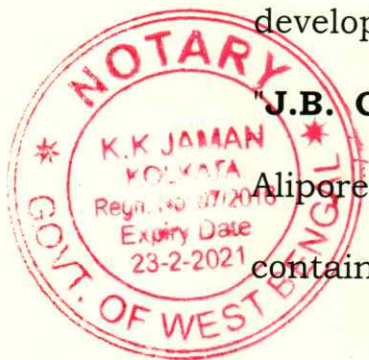
JAGADAMBAY PRASAD JAISWAL, son of Late chedilal Jaiswal, by religion- Hindu, by occupation - Business, residing at 287/1, Rai Bahadur Road, P.O. – New Alipore, Police Station- Behala, Kolkata – 700053, of the **SECOND PART** (hereinafter referred to as **THE CONTINUING PARTNER**).

AND

BAPI JAISWAL, son of Chhotelal Jaiswal, by religion-Hindu, by occupation - Business, residing at 13, S.C.M. Road, Champdani (M), P.S.- ~~Bhadreswar~~ P.O. ~~Baidyashahi~~ District – Hooghly, Pin- 712222, of the **THIRD PART** (hereinafter referred to as "**THE NEW PARTNER**").

WHEREAS by a Deed of Partnership dated the .06.2018 made between the parties of the First and Second they became and continued as Partners in the trade or business of construction and development of land and buildings carried under name and style "**J.B. CONSTRUCTION**" at 342/B, Rai Bahadur Road, P.O.- New Alipore, Police Station- Behala, Kolkata – 700053, on terms therein contained each having 50:50 share in Profit and Loss.

AND WHEREAS the party hereto of the One Part expressed his desire to retire on and with effect from close of business of the ^{10/12} day of ~~Oct.~~ ²⁰¹⁸ from the said partnership and Rs.27,00,000/- (Rupees Twenty Seven Lacs) only is paid to him as return of investments, share of Profit and Loss in full and final settlement of accounts.



AND WHEREAS the party hereto of the Second Part have agreed for the retirement of the party hereto of the One Part.

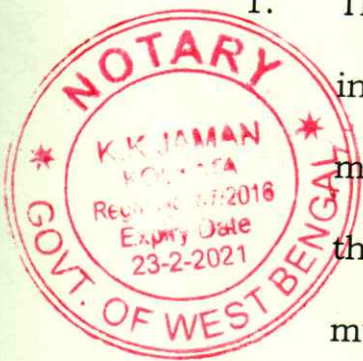
AND WHEREAS the party of the Third Part hereto expressed her desire to join the party of the Second Part as partner to which the parties hereto of the Second Part agreed.

AND WHEREAS the party/parties hereto have expressed his/her/their desire to record the terms and conditions of retirement of the party hereto of the One Part and admission of the party of the Third Part as new partner into writing.

NOW THIS DEED OF PARTNERSHIP WITNESSETH THAT THE INCOMING PARTNER SHALL BECOME AND REMAIN A PARTNER IN THE AFORESAID PARTNERSHIP BUSINESS OF ISHIKA CONSTRUCTION ON THE FOLLOWING TERMS:

1. The partnership business shall be continued to be carried on in the firm name and style of " J.B. CONSTRUCTION" and may further be carried on in such other name or names as the parties of Second Part and Third Part hereto may mutually agree upon from time to time.

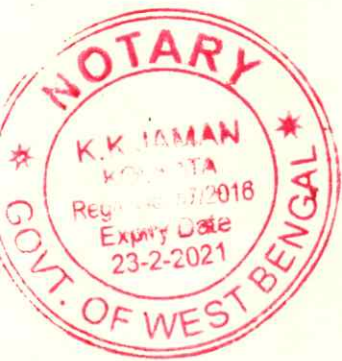
2. That the property of the old partnership firm of **J.B. CONSTRUCTION** at Premises No. 342/B, Rai Bahadur Road, P.O.- New Alipore, Police Station- Behala, Kolkata - 700053 including all development Agreement/Joint Venture



12 OCT 2018

Agreement in the name of **J.B. CONSTRUCTION** has been transferred and the goods in possession of the old partnership business have been delivered to the new partnership as per balance sheet.

3. Accounts of the old partnership has been settled as per balance sheet with the retiring partner and in whose place the new incoming partner has been included in the partnership.
4. The party hereto of the One Part has retired from the Partnership of on and with effect from 10th day of October, 2018, and the party of the Third Part is admitted on the same day.
5. Accounts for the year ended has been mutual satisfaction of all the parties hereto have prepared in respect of all the properties, assets, credits and effect of the said Business of including the goodwill and the liabilities thereof as on the on finalization accounts of the partnership business for the period ending in full and final settlement of the accounts of the returning partner in the partnership.
6. The returning partner shall be paid Rs.27,000,00/- (Rupees twenty seven lakhs) only in full and final settlement of his account towards return of capital, profits and interest earned upto the date of retirement and shall have no claim and no



12 OCT 2018.

right, title and interest in the accounts, funds income of properties moveable /immoveable of the firm whatsoever nature whether determined or not.

7. The returning partner hereby acknowledge to have received the payment of Rs.27,000,00/- (Rupees twenty seven lakhs) only by cheque being No.000033. dated 22.10.2018 drawn on

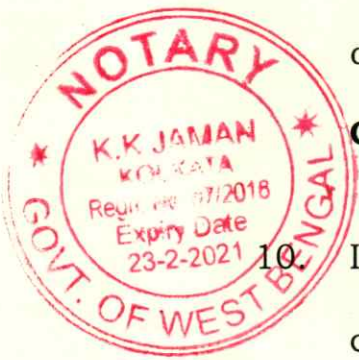
Andhra Bank Rs. 5,00,000/- and by Cheque NO 088883 dt 15.10.2018 drawn on Axis Bank Rs. 22,00,000/-, Total 27,00,000/- only.

8. The new partner brought in the partnership Rs. 22,00,000/- (Rupees Twenty two lakhs) only as capital.

9. It is also agreed by and between the parties hereto that the continuing partner and new partner shall became the absolute owner/s of the all the assets, liabilities, stock in trade property, fixture, articles and goodwill of the said business of and shall also be entitled to carry on the continue of the said business under the name and style of **J.B.**

CONSTRUCTION.

10. In order to have better understanding and to enable the continuing partner/s and new partner/s to get in and receive the partnership estate, effects, assets and premises of the retiring partner/s hereby irrevocably appoints them the continuing partner/s and new partner/s the true and lawful attorneys of the retiring "partner in his/her/their names severally or jointly with and in the name of the other of them



12 OCT 2018

of the continuing partner/s and new partner/s or otherwise but at the sole risk and costs of the continuing partner/s and new partner/s to ask, demand, sue for recover and receive and to sign and give full and effectual receipt and discharge for all the singular the debts, estates and effects of or due or owing or in anywise belonging to the said partnership or any party thereof with sufficient power and authority to settle all accounts, reckonings, matters and things whatsoever relating to the said business with all and every or any person / s whosoever and to compound for or release all or any of the debts or claims belonging thereto and to submit the same or any questions or controversy relating thereto to arbitration and otherwise to act in the premises in all things for the purposes aforesaid and generally to take and prosecute every and any method expedient whatsoever for recovering and receiving the said partnership estate, effects or any part thereof in as full ample beneficial a manner to all intents and purposes as they the retiring partner/s and the continuing partner/s might or could jointly have done in case the said partnership had been still subsisting.



11. The party hereto covenant with each other that the continuing partner/s and new partner/s shall pay and satisfy or cause to be paid and satisfied all debts and liabilities of the partnership on the date of the retirement of the retiring

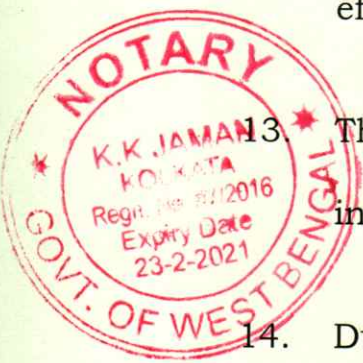
partner and retiring partner shall be discharged from the liabilities in connection with the business of the partnership firm and liability of paying and satisfying the liabilities of any sort of the partnership business on the day of their retirement except that the payment of income tax by the retiring partner on account of any income accruing to him respectively from the partnership till the date of their retirement shall be paid and discharged by the retiring partner/s only to whomsoever it may belong and the continuing partner/s shall not be responsible for the same.

12. The retiring partner hereby agrees and undertakes to sign, execute and do all such things in respect of further documents, deeds, acts and things as the continuing partner and new partner shall reasonably require for completely and effectively carrying out this Deed of Retirement.

13. The reconstitution partnership shall be deemed to have come into force on and from the day of .10.10.2018

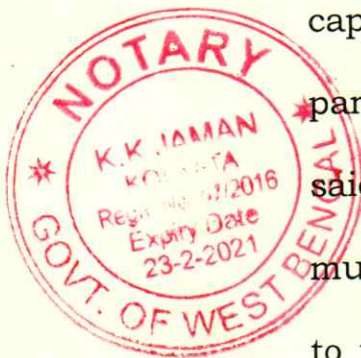
14. Duration of partnership business shall be "AT WILL".

15. The partnership business shall be continued to be that of and further any other business as the party hereto may mutually agree upon from time to time.



Handwritten signature in red ink.

16. The partnership business shall be continued to be carried on in West Bengal and may further be carried on at any other place or places as the party hereto may mutually agree upon from time to time.
17. Capital of the partnership business shall consist of such sum or sums as may be contributed by the party hereto from time to time and additional fund required for running the partnership business may be borrowed from banks, financial institutions and / or any other such sources with or without security as the parties hereto may mutually agree upon from time to time.
18. Interest at such rate as partners may decide from time to time or such lower/higher rate as may be prescribed under Section 40 (b) (iv) of the Income Tax Act, 1961 shall be payable by the partnership firm on the amount standing to the credit of the capital and / or current or loan account of the partners. The partners shall be at liberty to increase or reduce the above said rate of interest from time to time. Partners may agree by mutual consent to waive or reduce the rate of interest payable to them in respect of their capital and loan accounts in the case of losses or of small profits or because of difficult financial position of the business of the firm.



12 OCT 2018

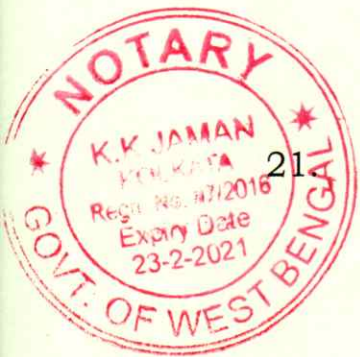
19. The net profits of the partnership business after deducting interest credited to the partners capital account and remuneration payable to the working partners in accordance with this clause of the Deed of Partnership shall be divided and distributed amongst the partners on the close of the accounting year in the following ratio:

Sl. No.	Name of the Partners	Share
1.	JAGADAMBAY PRASAD JAISWAL	50%
1.	BAPI JAISWAL	50%
Total		100%

Losses include the loss of capital, if any shall be borne by the parties hereto in the same proportion.

20. Account shall be maintained for all the transactions of the partnership business and books of accounts shall be closed and adjusted for each financial year on 31st March, and balance sheet and profit and loss account of the partnership business shall be drawn for each financial year within reasonable time after the end of financial year.

21. Account of the partnership business shall be continued with the present bank and may further be opened with such bank or banks as the parties hereto may mutually agree upon from time to time and shall be operated by the parties hereto jointly.



12 OCT 2018

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day of the month and the year herein above first written.

WITNESS:

1. Swapan Guha
55/1/1 S.B. Banerjee
Road. Kol-700008

SK. Moklesh Hossain

**SIGNATURE OF FIRST PART
(RETIRING PARTNER)**

2.

Jyotirajyoti D. Biswas

**SIGNATURE OF SECOND PART
(CONTINUING PARTNER)**

Subhankar

**SIGNATURE OF THIRD PART
(NEW PARTNER)**



Identified by me

Sourav Guha

SOURAV GUHA
Advocate
Alipore Judges Court, Kol-27
Enrolment No.- F/1183/2017

Signature attested
in identification

Kazi Khairuddin

Kazi Khairuddin
Notary, Govt. of West Bengal
Regn No. 67/2016
Kolkata

12 OCT 2018