

N/C-4/04/2022

# Notarial Certificate

PURSUANT TO SECTION 8 OF THE NOTARIES ACT, 1952



KNOW ALL MEN BY THESE PRESENTS I, **SUKUMAR CHANDRA GHOSH**, Advocate & Notary practising in the Alipore Police Court having my ordinary professional address at Village-Putkhali, P.O.- Daulatpur, P.S.- Maheshtala, District South 24 Parganas within Sub Division- Alipore Sadar, Dist- South 24 Parganas of the state of West Bengal within union of India do hereby declare that the paper writings & documents annexed hereto and collectively marked with the letter 'A' hereinafter called the 'Paper Writings 'A' as presented before me by the Executant(s).

### Deed Of Reconstitution Of Partnership

Sri Akhilesh K. Gupta, s/o Late. San Prakash Gupta  
of 3/B, Alipore Road, Kol- 27, P.O & P.S- Alipore, Kolkata

And

Smt Seema Gupta, w/o Sri Akhilesh K. Gupta of 3/B,  
Alipore Road, kol- 27, P.O & P.S- Alipore, Kolkata

And

Sri Subrata Majumder, s/o Late Ramendra Majumder  
of 93/2/1, Becharam Chattarjee Road, Near Gadar  
Matta, kol- 34, P.O - Senhati Behala, West Bengal.

hereinafter referred to as executant (s) on this  
the Sixteenth day of February  
Two Thousand Twentytwo

The executant / executant(s) having admitted the "Paper Writings" "A" in respective hand (s) in the presence of the witness (es) who as such subscribe(s) signature(s) thereon and being satisfied as to the identity of the executants(s) and the said execution of the "Paper Writings A" I Verify, Authenticate And Attest The Execution Of The "Paper Writings A" In the Respective Hand(s) Of The Executant(s)

AN ACT WHERE OF being Required Of A Notary I Have Granted THESE PRESENTS As My NOTARIAL CERTIFICATE To Serve And Avail Of As Needs Or Occasions Shall Or May Arise For The Same.

IN FAITH AND TESTIMONY WHEREOF I,  
the said Notary, have hereunto set and subscribed  
my hand and affixed my Notarial Seal of Office  
on this 16th day of Feb 2022

Sukumar Chandra Ghosh  
**Sukumar Chandra Ghosh**  
Notary

Govt. Of India, Regn. No.-925/97  
Mobile : 94332 37084



**B. C. GHOSH**  
NOTARY  
Govt of India  
Regn No. 925/97

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7/04/2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Akhilesh Kumar Gupta  
Seema Gupta  
Sudanta Majumdar

AG 664864

**DEED OF RECONSTITUTION OF PARTNERSHIP**

THIS DEED OF RECONSTITUTION OF PARTNERSHIP made at Kolkata this 4<sup>th</sup> day of February Two Thousand & Twenty Two

BY & BETWEEN

**SRI AKHILESH KUMAR GUPTA**, son of Late Som Prakash Gupta (PAN No. ADXPG1456G), by religion - Hindu, by occupation - Business, resident of 8/B, Alipore Road, Kolkata 700027, within P.O. & P.S. - Alipore, Kolkata; hereinafter referred to as the **PARTY of the FIRST PART**, which term or expression shall unless excluded or repugnant to the context be deemed to mean and include his heirs, successors, administrators, legal representatives and assigns.



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भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 923392

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Akhilesh Kumar Gupta  
Seema Gupta  
Seemata Alipore

AND

**SMT. SEEMA GUPTA**, wife of Sri Akhilesh Kumar Gupta (PAN No. ADZPG8381Q), by religion - Hindu, by occupation Business, resident of 8/B, Alipore Road, Kolkata 700029, within P.O. & P.S. - Alipore, Kolkata;, hereinafter referred to as the **PARTY of the SECOND PART**, which term or expression shall unless excluded or repugnant to the context be deemed to mean and include his heirs, successors, administrators, legal representatives and assigns.



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AND

*Asitkumar Kumar Gupta*  
*Sarna Gupta*  
*Santosh Majumder*

**SRI SUBRATA MAJUMDER**, son of Late Ramendra Majumder (PAN No. ANNPM5180H), by religion - Hindu, by occupation - Business, resident of 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Kolkata 700034, P.O. - Senhati, Behala, State of West Bengal; hereinafter referred to as the **PARTY of the THIRD PART**, which term or expression shall unless excluded or repugnant to the context be deemed to mean and include her heirs, successors, administrators, legal representatives and assigns.

**WHEREAS :**

1. The **PARTIES of the FIRST, SECOND & THIRD PART** are Partners in a Partnership Firm by the name and style of "**HAPPY HOMES REALTY**" (hereinafter for the sake of brevity referred to as THE FIRM) and are carrying on business that of real estate, purchase and sale of landed property/s, buildings, flats etc and/or promote, develop, construct and sale of residential/commercial buildings and/or flats/shops/rooms and business premises upon the terms and conditions contained in the **Deed Of Partnership dated 22<sup>nd</sup> day of June, 2016**.
2. The Parties herein now intend to revise the terms and conditions of the partnership and to carry-on the business activities of the FIRM based on such revised convents.
3. The PARTY OF THE FIRST, SECOND & THIRD PART as Partners, have expressed the disposition of their respective share/s in the said Firm on such terms and conditions as decided by and between the Parties hereto.



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Akhilesh Kumar Gupta  
Seema Gupta  
Subrata Majumder

4. On the death or insolvency of the said **SRI AKHILESH KUMAR GUPTA, PARTY OF THE FIRST PART**, the Partnership business shall not be dissolved but will be continued to be carried on in Co-Partnership where the share/s of the said Sri Akhilesh Kumar Gupta, **PARTY OF THE FIRST PART**, subject to the debts, liabilities and profits earned shall be entrusted/entitled to **SMT. SEEMA GUPTA, PARTY OF THE SECOND PART**.
5. On the death or insolvency of the said **SMT. SEEMA GUPTA, PARTY OF THE SECOND PART**, the Partnership business shall not be dissolved but will be continued to be carried on in Co-Partnership where the share/s of the said Smt. Seema Gupta, **PARTY OF THE SECOND PART**, subject to the debts, liabilities and profits earned shall be entrusted/entitled to **SRI AKHILESH KUMAR GUPTA, PARTY OF THE FIRST PART**.
6. On the death or insolvency of the said **SRI SUBRATA MAJUMDER, PARTY OF THE THIRD PART**, the Partnership business shall not be dissolved but will be continued to be carried on in Co-Partnership where share/s of the said Sri Subrata Majumder, **PARTY OF THE THIRD PART**, subject to the debts, liabilities and profits earned shall be entrusted/entitled/transferred to **SMT. JHARNA MAJUMDER**, wife and legal heir of Sri Subrata Majumder, daughter of Laxmi Das, resident of 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Kolkata 700034.
7. It has been mutually decided and agreed by all the partners namely Sri Akhilesh Kumar Gupta, Smt. Seema Gupta & Sri Subrata Majumder of the **FIRST, SECOND & THIRD PART** respectively, to convert these covenants in to a **DEED OF RECONSTITUTION OF PARTNERSHIP** in writing.



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Abhishek Kumar Chatterjee  
Suman Gupta  
Subrata Majumdar

**NOW THIS DEED WITNESSETH** that the parties hereto do and each of them hereby mutually agree and covenant to carry on the said business of **"HAPPY HOMES REALTY"** in co-partnership as between them on the terms and conditions stated herein as mutually and unanimously agreed upon by the aforesaid parties being the partners:



1. The partnership hereby shall be conducted under the name and style of **"HAPPY HOMES REALTY"** and shall be governed by the laws of the Indian Partnership Act, 1932.
2. The partnership be deemed to have been reconstituted under this Reconstituted Deed of Partnership with effect from the 4<sup>th</sup> of February, 2022.
3. The partnership has come into existence from the execution of the Partnership Deed dated 22<sup>nd</sup> Day of June, 2016 and shall continue till such time as all the partners mutually decide, that is to say, that the partnership shall not be regarded "At Will".
4. The business of the partnership shall be to carry business of real estate, purchase and sale of landed property/s, buildings, flats etc and/or promote, develop, construct and sale of residential/commercial buildings and/or flats/shops/rooms and business premises and such other business as may be conveniently carried on and be mutually agreed upon from time to time by the partners hereto.
5. The principal office of the Partnership shall continue for the time being at Office No. 01, Dulichand Shreelal Godowns, P-143, Remount Road, Kantapukur, P.O. Alipore, Kolkata - 700027 under Kolkata Municipal Corporation, P.S. South Port, State of West Bengal or at such other places as the Partners may from time to time mutually decide.



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*Abulhasan Khan Capor*  
*Seema Gupta*  
*Santosh Majumdar*



6. This partnership shall take over as a going concern all trademarks, goodwill, licenses, patents, assessments and other intellectual property as well as other rights, privileges and amenities including electricity, water and other utilities belonging to or in the name of the partnership Firm being continued in the name and style of **"HAPPY HOMES REALTY"** upon obtaining all permissions and clearances of all government authorities as may be required and the same shall continue to remain to be the exclusive and absolute property of this partnership.
7. The Partnership may for the expansion, development and/or running the business and for any other purpose as the Partners may jointly and mutually decide to borrow in the name of the Firm, may obtain any term loan, short term loan, working capital loan or other financial accommodation from any bank or financial institution or from any private person or enterprise on behalf of the partnership firm and to pledge, mortgage, lien or hypothecate any asset of the partnership firm or sign any instrument, hundi or other documents or papers for the purpose of obtaining such loan on behalf of the partnership firm and in such case all Partners shall be liable for such borrowings. Neither of the Partners shall in their individual capacity be entitled to borrow any sums without the consent of the other Partners.
8. No Partners shall without the consent in writing of the Other Partners be entitled to sell, mortgage or assign or otherwise transfer his share or interest in the Partnership property or business and no Partner shall do or knowingly suffer anything whereby the of the Partnership may be seized or attached.
9. Each partner shall take part in the control and management of the business of the firm. The profit or loss of the partnership shall be divided and shared between the partners hereto in the following proportion:



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Akhilesh Kumar Gupta  
Seema Gupta  
Subrata Majumder

Sl.	NAME OF PARTNER	(percent)
1.	<b>SRI AKHILESH KUMAR GUPTA, Party of the FIRST PART</b>	40%
2.	<b>SMT. SEEMA GUPTA, Party of the SECOND PART</b>	30%
3.	<b>SRI SUBRATA MAJUMDER, Party of the THIRD PART</b>	30%



10. Any Two partners of the First, Second & Third Part shall jointly operate the existing Bank Account(s) of the Firm or open new Bank Account(s) of the partnership firm as may be deemed necessary from time to time, unless otherwise decided and the said two partners shall sign all papers, documents, cheques in respect of the Bank Account(s) on behalf of the Firm.
11. Any Partner of the First, Second & Third Part shall be entitled to draw out of the Partnership business any sum or sums of money as maybe mutually decided by them for their personal use, which will be debited to their respected account and duly adjusted at the time of accounting or at the close of the accounting year of the Firm, unless otherwise decided hereinafter and from time to time.
12. Proper and regular Book of Accounts of the Partnership Business shall be maintained and preserved at the principal place of business and each Partner at all reasonable time be entitled to have access to take copies of the same. Profit and Loss Account shall be prepared and Balance Sheet be drawn up at the close of each accounting year of the Firm as on the 31st day of March each year.

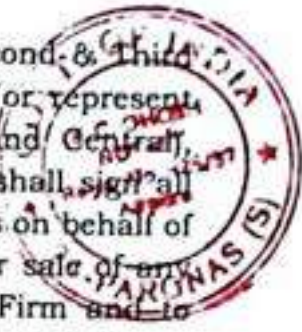


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*Abhishek Kumar Gupta*  
*Suman Gupta*  
*Santosh K. Gupta*

13. Any Two out of Three Partners of the First, Second & Third Part of the Firm shall present themselves and/or represent the Firm in any Government Office(s) (State and Central), Courts, Office of the Registering Authority and shall sign all papers, deeds and documents, agreements, forms on behalf of the firm and to receive consideration amount for sale of any property or from purchasers on behalf of the Firm and to issue necessary receipt for the same on behalf of the Firm.



14. The parties to this Deed of Partnership may by mutual consent and in writing alter, modify or amend any of the terms and conditions stated herein at all times as may be mutually deemed fit and necessary.

15. The partners may by mutual consent and on such terms and conditions as they may mutually decide take in any new partner or partners in the said partnership.

16. In the event of any of the partners desiring not to continue and/or retire as a partner, he shall be at liberty to retire from the partnership by giving three calendar months notice in writing to the other partners of his intention to do so. As and from the date of expiry of the period of such notice, the remaining partner(s) shall be entitled to continue the business of **"HAPPY HOMES REALTY"** as a reconstituted partnership or a proprietorship concern.

17. The goodwill of the partnership or the value thereof, which shall always belong to the partners in the profit-sharing ratio mentioned in paragraph 9 above.

18. The retirement or resignation of any one of the partners shall not dissolve the partnership and the continuing partner shall be at liberty to admit one or more partner(s) and reconstitute this partnership or continue as a going



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Akhilesh Kumar Gupta  
Seema Gupta  
Surbhata Majumdar

concern as a proprietorship in case there is only residual partner.



19. On the death or insolvency of the said **SRI AKHILESH KUMAR GUPTA, PARTY OF THE FIRST PART**, the Partnership business shall not be dissolved but will be continued to be carried on in Co-Partnership where the **Absolute Share/s (40% Share)** of the said Sri Akhilesh Kumar Gupta, PARTY OF THE FIRST PART, subject to the debts, liabilities and profits earned shall be entrusted/entitled/transferred to Smt. Seema Gupta, PARTY OF THE SECOND PART. The capital of the Partnership shall be re-constituted in the book of accounts of the firm and the capital standing to the balance of the said deceased/insolvent partner of the First Part shall be transferred/entitled to the said **SMT. SEEMA GUPTA, PARTY OF THE SECOND PART.**

20. On the death or insolvency of the said **SMT. SEEMA GUPTA, PARTY OF THE SECOND PART**, the Partnership business shall not be dissolved but will be continued to be carried on in Co-Partnership where the **Absolute Share/s (30% Share)** of the said Smt. Seema Gupta, PARTY OF THE SECOND PART, subject to the debts, liabilities and profits earned shall be entrusted/entitled/transferred to Sri Akhilesh Kumar Gupta, PARTY OF THE FIRST PART. The capital of the Partnership shall be re-constituted in the book of accounts of the firm and the capital standing to the balance of the said deceased/insolvent partner of the Second Part shall be transferred/entitled to the said **SRI AKHILESH KUMAR GUPTA, PARTY OF THE FIRST PART.**

21. In case of death or insolvency of both the partners namely **SRI AKHILESH KUMAR GUPTA AND SMT. SEEMA GUPTA, PARTIES OF THE FIRST AND SECOND PART**, the partnership firm shall not dissolve and the surviving partner



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*Abhishek Kumar Gupta*  
*Sarva Gupta*  
*Subrata Majumder*

shall be at liberty to admit one or more heir or heirs, representative or representatives of the deceased partner into the partnership business in the place and stead of the deceased partners, unless otherwise decided mutually by the surviving Partners and the legal heir/representative/representatives of the deceased partner(s). In case any of such heir or heirs is a minor, he or she may be admitted to the benefits of this partnership business.



22. On the death or insolvency of the said **SRI SUBRATA MAJUMDER, PARTY OF THE THIRD PART**, the Partnership business shall not be dissolved but will be continued to be carried on in Co-Partnership where the **Absolute Share/s (30% Share)** of the said Sri Subrata Majumder, **PARTY OF THE THIRD PART**, subject to the debts, liabilities and profits earned shall be entrusted/entitled/transferred to **SMT. JHARNA MAJUMDER (PAN No. BLBPM6087J)**, wife and legal heir of Sri Subrata Majumder, daughter of Laxmi Das, resident of 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Kolkata 700034. The capital of the Partnership shall be re-constituted in the book of accounts of the firm and the capital standing to the balance of the said deceased/insolvent partner of the Third Part shall be transferred/entitled to the said **SMT. JHARNA DAS**.

23. The Retiring Partner/Partners or the heir/heirs, representative/representatives of the deceased Partner/Partners shall not be entitled to sell his share to an outsider on no account and shall not be entitled to claim any sum or sums of money in lieu of the Firms Goodwill nor shall he have the right to ask the remaining Partners to change the Firms' name or style.

24. Each Partner of the Firm shall be entitled to simple interest @12% per annum or as may be prescribed under the



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*Abhishek Kumar Gupta*  
*Seema Gupta*  
*Surbhata Mejjinder*

provisions 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 for the relevant accounting period on the amount of his capital standing to his credit in the business. Such interest shall be credited to the account of the Partners at such close of each accounting period as on 31<sup>st</sup> Day of March each year. Be it recorded here that the partners may, however, vary the rate of interest above as may be decided mutually by them from time to time subject to however the limit prescribed under the relevant provisions of the Income Tax Act, 1961.



25. The partners hereto may unanimously agree and decide to convert this Partnership in to a company having a share capital with limited liability registered under the Companies Act, 1956, in terms of Part IX thereof at such terms and stipulations as the Registrar of Companies under the aforesaid Act may decide. Under such circumstances, the business of the partnership firm as a going concern together with all the assets, properties, lease rights, subsisting contracts, licenses, stock, book debts, trademarks, patents, intellectual properties, goodwill, assessments, claims, other rights, privileges and amenities including electricity, water and other utilities, liabilities and obligations belonging to or under the name and style of "**HAPPY HOMES REALTY**" shall be absolutely succeeded by the company formed and shall continue to remain to be the exclusive and absolute property and obligation thereof, without any right, title, claim or hindrance whatsoever in favour of the erstwhile partners or any other person.

26. All notices required to be served on any partner shall be deemed to be duly served if delivered by hand or sent by registered post to the address mentioned in this Deed of Partnership.



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*Apilish Kumar Gupta*  
*Seema Gupta*  
*Sankata Mupendran*

27. Each partner shall -

- a) be just and faithful to one another;
- b) diligently attend to the business;
- c) pay all moneys, cheques and negotiable instruments received by him on the account of the firm in the bank of the firm.



28. That no partner shall without the written consent of the other partners:-

- a) employ any money, goods, efforts of the partnership or pledge the credit thereof except in the usual course of business and upon the account or for the benefit of partnership;
- b) enter into any bond or become bailee, surety, security with or for any person or to knowingly cause or suffer to be done anything whereby the partnership properties or any part thereof may be seized, attached, executed or taken into execution;
- c) assign, mortgage or charge his share in the partnership or any part thereof and make any other person a partner therein.

29. That all disputes and differences which may arise among the partners whether during or after the determination of the partnership or whether in relation to the interpretation of the Deed or as to any act of omission or commission by any party to the disputes or as to any other matters whatsoever touching the partnership affairs, unless settled mutually, shall be referred to arbitration under Arbitration &



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For HAPPY HOMES REALTY

*Seema Gupta*  
Partner

**(SEEMA GUPTA)**  
**SECOND PARTY**

For HAPPY HOMES REALTY

*Subrata Majumdar*  
Partner

**(SUBRATA MAJUMDER)**  
**THIRD PARTY**

**Identified and Signed  
before me :**

*Subrata Mukherjee*  
**Advocate**

**Place : At Kolkata**  
**Date : February 5, 2022**

**Signature Attested  
on Identification**

*S. C. Ghosh*  
S. C. GHOSH, Notary  
Allpore Police Court, Kol-27  
Reg. No. - 925/97, Govt. of India



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