

Bimal Kumar Banerjee

Notary

B. Com. LL.B.

CALCUTTA & 24-PARGANAS.

Professional Address:

C. M. M's Court

Compound

2, Bankshall Street.

Calcutta-700001.

## Notarial Certificate

(Pursuant to section 8 of The Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, B.K. Banerjee, 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 Executed by Mr. Anil Ranjan Banerjee and others as per the same,

PRIMA FACIE the annexed instrument "A" appears 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

WHEREOF being required of a NOTARY

the said notary do hereby subscribe my

hand and affix my seal of office at Calcutta on

this 18th day of July in the year of

Christ 1994.



NOTARIAL STAMP



*B.K. Banerjee*  
B.K. BANERJEE  
NOTARY  
21/7/1994





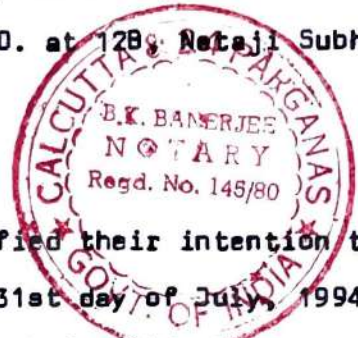
No. 1013 Date 27/7/94  
Name P. B. Modak (F.C.A)  
Address 12B, N.S. Road - Cal,  
Value 50/-  
Vehicle S.H. - Gazi  
SAHIDUL HOQUE GAZI  
Baruipore Munsaff Court

DEED OF MORTGAGE

THIS INSTRUMENT bears date of the first day of the month of July 1994 and is made between the said P. B. Modak (F.C.A) of the first part and the said S.H. Gazi of the second part. The said P. B. Modak (F.C.A) has taken possession of the premises situated at 12B, N.S. Road, Calcutta - 700 001, which is more fully described in the schedule annexed to this instrument. The said S.H. Gazi has advanced to the said P. B. Modak (F.C.A) the sum of Rs. 50/- which is more fully described in the schedule annexed to this instrument. The said P. B. Modak (F.C.A) has agreed to mortgage the premises situated at 12B, N.S. Road, Calcutta - 700 001, which is more fully described in the schedule annexed to this instrument, to the said S.H. Gazi in full security of the sum of Rs. 50/- advanced to him by the said S.H. Gazi. The said P. B. Modak (F.C.A) has agreed to execute this instrument in favour of the said S.H. Gazi and to do all such acts and things as may be necessary to give effect to the provisions of this instrument. The said S.H. Gazi has agreed to accept this instrument as a mortgage of the premises situated at 12B, N.S. Road, Calcutta - 700 001, in full security of the sum of Rs. 50/- advanced to the said P. B. Modak (F.C.A) by him. The said S.H. Gazi has agreed to execute this instrument in favour of the said P. B. Modak (F.C.A) and to do all such acts and things as may be necessary to give effect to the provisions of this instrument. The said P. B. Modak (F.C.A) has agreed to execute this instrument in favour of the said S.H. Gazi and to do all such acts and things as may be necessary to give effect to the provisions of this instrument. The said S.H. Gazi has agreed to accept this instrument as a mortgage of the premises situated at 12B, N.S. Road, Calcutta - 700 001, in full security of the sum of Rs. 50/- advanced to the said P. B. Modak (F.C.A) by him. The said S.H. Gazi has agreed to execute this instrument in favour of the said P. B. Modak (F.C.A) and to do all such acts and things as may be necessary to give effect to the provisions of this instrument.



WHEREAS All the partners were carrying on a partnership business under the name and style of M/S. A. R. DEWANJEE & CO. at 12B, Netaji Subhas Road, Calcutta - 700 001 since 02. 01. 1976.



AND WHEREAS First Part and Third Parts signified their intention to retire from the partnership with effect from 31st day of July, 1994 on receiving their dues and claims in respect of their capital amount and the profit upto the date of retirement. The partners hereto of the Second Part agrees for the retirement of the partners hereto of the First Part and Third Parts.

AND WHEREAS the partner hereto of the Second Part has paid the dues and claims of the partner hereto of the Third Part in full the partner hereto of the third part and the dues reclaims of the partner hereto of the 1st part was kept in the business and repayable within a period of 5 (five) years.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

- 1). That the parties hereto declare that the partnership business so long carried on between the three partners under the name and style of M/S. A. R. DEWANJEE & CO., at 12B, Netaji Subhas Road, Calcutta - 700 001 under a Deed of Partnership dated 02. 01. 1976 shall be deemed to have been dissolved by mutual consent on and from the last day of July, 1994 and the said business shall henceforth be carried on by the party hereto of the Second Part as a sole proprietor thereof.
- 2). That it is further declared that the partners hereto of the second part shall hereby absolutely get full shares in the said partnership business and in the goodwill, properties, assets and book debts thereof

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(3)

and other debts and claims of the said partnership outstanding against any person. Municipal and Government and authorities the right, title and interest of the partner hereto of the first part shall cease for ever from the said partnership business.

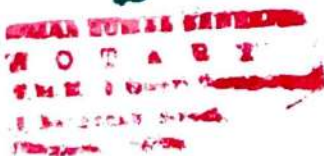


3). That the continuing partner Sri Ashish Kumar Dewanjee shall have full right and liberty to collect all the assets of the late partnership and to ask, demand, sue for, recover and receive and to sign and give effectual receipts and discharge for all and singular the debts, estate and effects of or due or owing or in any way belonging to the said partnership and to settle all accounts reckonings, matters and things, whatsoever relating to the said business with all and ever or any of the debts of claims, action or other proceedings for compelling payment or delivery thereof and the retiring partners will be bound to help him in this matter for the cause of the late partnership and if necessary to sign any papers for the said purpose of the late partnership.

4). That the said continuing partner hereby covenants with the said retiring partners to pay, discharge and fulfil all debts, liabilities and debts due to the Government of the late partnership and to pay other liabilities and debts due to the Government of the late partnership at all times hereinafter effectually to indemnify and keep indemnified the estate and property therefrom and from all costs, cisims and expenses in respect thereof.

5). That the continuing partner hereto release the retiring partners from proceedings, accounts, costs claims and demands in respect of the late partnership but without prejudice to any right, remedies under the provisions of this Deed.

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IN WITNESS WHEREOF the parties set and subscribed in their respective hands on the day and year above mentioned



1ST PART

*Anil Ranjan Dewanjee*  
(ANIL RANJAN DEWANJEE)  
RETIRING PARTNER)

Signed, Sealed and delivered at Calcutta in the presence of :

2ND PART

*Ashish Kumar Dewanjee*  
(ASHISH KUMAR DEWANJEE)  
CONTINUING PARTNER)

Witness :

1). *P. G. Mudak*  
P. G. MUDAK, F.C.A.  
12B, N.S. Road,  
Calcutta

2). **P. G. MUDAK (F.C.A.)**  
12B, N. S. Road,  
Calcutta-700083

*N.K. Khan*  
12B, N.S. Road Cal-1

3RD PART

*Aloke Dewanjee*  
(ALOKE DEWANJEE)  
(RETIRING PARTNER)

Identified by me

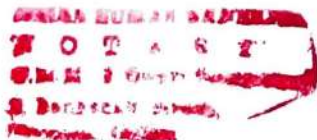
A. K. Saha  
Advocate

**AJIT KR. SAHA**  
Advocate, Regd No 290772  
C.M.M. Court, Calcutta

STAMPED & SIGNED BY THE NOTARIAL ASSISTANT

*M. Saha*  
A. K. Saha  
Advocate

21/7/1994



INSTRUMENT "A" dated 31st

July 1994

with

Notarial Certificate

Dated 31st day of July 1994.



Shri B.K. Banerjee

NOTARY PUBLIC

CALCUTTA & 24-PARGANAS

C.M. M's Court Compound.

2. Bankshall Street,

Calcutta - 700 001.

