

Mrs. Atabi Banerjee

B. A., L.L.B.

Notary, GOVT. OF WEST BENGAL
Durgapur, Burdwan

Professional Address :

Durgapur Court
Durgapur, Burdwan
Pin - 713 216

Notarial Certificate

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

TO ALL TO WHOM THESE PRESENTS shall come, Mrs. Atabi Banerjee, duly authorised by the Government of West Bengal 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 Deed of Partnership executed by Smt. Barnali Ghosh and 1. Sri Manoj Agarwal 2. Sri Soumen Majumder 3. Sri Anup Majumder on identification by Ld. Advocates*

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 WHERE OF being required of a NOTARY, I the said notary do hereby subscribe my hand and affix my seal of office at Durgapur on this the*27th*..... day of *September* in the year of Christ 20*19*.



Atabi Banerjee
Mrs. Atabi Banerjee, Notary
Durgapur, Burdwan, W.B.
Regn. No.-40/2007 Govt. of W.B.
Mrs. Atabi Banerjee
NOTARY

27 SEP 2019

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Y 719315



Before the Notary
Govt. of West Bengal
Burdwan District
Durgapur

ANNEXURE- "A"

AGREEMENT FOR MODIFICATION OF PARTNERSHIP

THIS AGREEMENT FOR MODIFICATION OF PARTNERSHIP is made on this
.....27th..... day of September....., 2019

BETWEEN

Smt. Barnali Ghosh (PAN-BNCPG0714K), aged about 42 (forty two) years, daughter of Sri Arun Kumar Chatterjee, wife of Sri Amitava Ghosh, by faith Hindu, occupation-business, residing at 55 Rani Rashmoni Path, City Centre, Durgapur-16, Dist.-Paschim Burdwan, hereinafter called the "FIRST PARTY" (which term and expression shall unless excluded by or repugnant to the context shall mean and include her successors, legal heirs, administrators, representatives, executors, successors-in-interest and assigns) of the **ONE PART**

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27 SEP 2019

Barnali Ghosh

Manoj Agarwal

Soumen Mazumder

Anup Mazumder



16 SEP 2019

4481

No. Date

Sold to..... *Ambani Housing develop*

Address..... *opp*

Value of Stamp.....

Date of Purchase of Stamp Paper from Treasury

Name of the Treasury

Stamp Paper Purchase.....

13 SEP 2019

by

KHUDIRAM MONDAL
 Stamp Vendor
 Bargarh Court
 City Centre, Bargarh-16
 L No-1, 1987

AND

- a) Sri Manoj Agarwal (PAN-ACVPA6102G), aged about 48 (forty eight) years, son of Sri Gajndalal Agarwal, by faith Hindu, occupation-business, resident of B, 109, Merbold Street, Bidhannagar, P.O.-Durgapur-12, District- *Paschim Bardhaman*, Pin-713212,
- b) Sri Soumen Mazumder (PAN-AKVPM4290M), aged about 45(forty five) years, son of Sri Bibhuti Bhusan Mazumder, by faith Hindu, occupation-business/service, resident of 1/12 SEPCO Township, P.O.-Durgapur-5, Dist.- *Paschim Bardhaman*, Pin-713205
- c) Sri Anup Mazumder (PAN-AERPM15938), aged about 55 (fifty five) years, son of Sri Chittaranjan Mazumder, by faith Hindu, occupation-business, resident of 58 Zonal Market Complex, A-Zone, P.O.-Durgapur-4, Dist.- *Paschim Bardhaman*, Pin-713204 hereinafter collectively referred to as "SECOND PARTY" (which term and expression shall unless excluded by or repugnant to the context shall mean and include their respective successors, legal heirs, administrators, representatives, executors, successors-in-interest and assigns) of the OTHER PART

WHEREAS with effect from 21st July, 2015 the partnership firm by the name and style *M/S Aambani Housing Development Project*, hereinafter referred to as "Said Firm", have been carrying on its business of building and construction of flats/units/apartments having its principal place of business at 55 Rani Rashmoni Path, City Centre, Durgapur-16 and later at 1/12 SEPCO Township, Durgapur-5, by virtue of Deeds of Partnership executed on 21st July, 2015 and 15th June, 2017, hereinafter individually referred to as "First Partnership Deed" and "Second Partnership Deed" respectively.

AND WHEREAS by virtue of an agreement registered in the Office of the Additional District Sub-Registrar, Durgapur in Book No. I, page nos. 11135 to 11168, being no. 020600762 for the year 2016, hereinafter referred to as the "First Development Agreement", the OWNERS therein granted exclusive right of development of a plot of land unto and in favour of Said Firm subject to terms and conditions contained and recorded therein.

AND WHEREAS in pursuance to the First Development Agreement Said Firm caused the map or plan, being number CB/358/15 sanctioned by the Authority of Durgapur Municipal Corporation on 10/03/2017, hereinafter referred to as the "Said Plan"

AND WHEREAS another Development Agreement (Second Development Agreement) was signed between Said Firm, DEVELOPER therein, and said Owners of said plot of land, OWNERS therein, registered in Office of Additional District Sub-Registrar, Durgapur, in Book No. I, page nos. 67174 to 67204 being no. 020604043 for the year 2017, detailing, modifying and specifying OWNERS' Allocation and DEVELOPER'S Allocation mentioned in the First Development Agreement.

AND WHEREAS Said Firm has undergone some restructuring due to retirement of two of its partners, namely Sri Rajib Roy and Sri Rakesh Roy, and introduction of three new partners namely Sri Manoj Agarwal, Sri Soumen Mazumder and Sri Anup Mazumder, SECOND PARTNERS herein, by virtue of Deed of Retirement of Partner and Deed for Reconstitution of Partnership, hereinafter referred to as "Retirement Deed" and "Reconstitution Deed" and executed on 06/12/2018 & 11/01/2019 respectively, before Smt. Atabi Banerjee, Notary Public, Government of West Bengal at Durgapur.

AND WHEREAS due to restructuring of Said Firm, DEVELOPER therein, and said Owners of said plot of land, OWNERS therein, entered into an agreement, registered in the Office of Additional District Sub-Registrar, Durgapur, in Book No.-I, Volume No.-0206-2019, page

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from 54581 to 54637 being no. 020602551 for the year 2019, hereinafter referred to as "Revised Development Agreement", to completely delete/scrap/cancel/render dysfunctional in totality/entirety the aforementioned Second Development Agreement, registered in the Office of Additional District Sub-Registrar, Durgapur in Book No.-I, page nos. 67174 to 67204 being no. 020604043 for the year 2017.

AND WHEREAS according to terms and conditions of Revised Development Agreement OWNERS' Allocation and DEVELOPER'S Allocation mentioned in the First Development Agreement have been elaborated, revised, altered and modified and according to terms & conditions set out in Revised Development Agreement Said Firm is entitled to negotiate and sell, transfer and/or lease 47 (forty-seven) flats/units/apartments along with garage/parking spaces which constitute DEVELOPER'S Allocation mentioned therein.

AND WHEREAS since Said Firm has undergone some restructuring, it is incumbent upon both the parties to jot down the terms and conditions and modalities that have to be followed while negotiating, selling, transferring and/or leasing the above said flats/units/apartments and garage/parking spaces.

**NOW THIS DEED WITNESSES AND IT IS AGREED
BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- 1) That this Agreement for Modification of Partnership Deed is supplemental to deeds of partnership hereinbefore mentioned i.e. First Partnership Deed, executed on 21st July, 2015, Second Partnership Deed, executed on 15th June, 2017, Retirement Deed, executed on 06/12/2018, and Reconstitution Deed executed on 11/01/2019.
- 2) That this Agreement for Modification of Partnership Deed shall be applicable only to development/construction of the multi-storeyed building by the name "Meadow Land", hereinafter referred to as "Said Building", to be constructed on the said land of the aforesaid land owners in terms and conditions set out in First Development Agreement and Revised Development Agreement and this instrument shall automatically be rendered dysfunctional, void and ineffective after sale, transfer and/or lease of 47 (forty-seven) flats/units/apartments along with garage/parking spaces, to be constructed in Said Building and comprised in DEVELOPER'S ALLOCATION mentioned in Revised Development Agreement.
- 3) That this Agreement for Modification of Partnership Deed is aimed to add/alter/modify, *inter alia*, Clause-16 of First Partnership Deed only for the purpose of and in relation to sell, transfer and/or lease of 47 (forty-seven) number of flats/units/apartments along with garage/parking spaces, to be constructed in Said Building, according to Said Plan, and comprised in DEVELOPER'S ALLOCATION mentioned in Revised Development Agreement. FIRST PARTY herein unequivocally, without any coercion and/or misrepresentation authorises/authenticates SECOND PARTY to jointly negotiate and sell, transfer and/or lease 47(forty-seven) number of flats/units/apartments along with garage/parking spaces to be constructed in Said Building, according to Said Plan, and comprised in DEVELOPER'S ALLOCATION mentioned in Revised Development Agreement and to enter into agreements for sale, transfer and/or lease of such flats/ units/apartments along with garage/parking spaces on behalf of FIRST PARTY in the absolute and joint discretion of SECOND PARTY to potential buyers/purchasers/transferees and/or lessees of the above said flats/units/apartments along with garage/ parking spaces. FIRST PARTY further covenants with SECOND PARTY that FIRST PARTY shall at all time hereafter ratify and confirm such

Barnali Ghosh

Manoj Agarwal

Soumitra Mazumder

Anup Mazumder

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sale, transfer and/or lease of aforesaid flats/units/apartments along with garage/parking spaces done jointly by SECOND PARTY.

- 4) That this Agreement for Modification of Partnership Deed should be construed in the light of First Development Agreement and Revised Development Agreement and should in no way be conceived as any modification/alteration/revision of any of the terms and conditions of said First Development Agreement and Revised Development Agreement.

Four sheets, annexed herewith, containing self attested photocopies of identity proofs of the parties hereto shall be considered part and parcel of these presents.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first above written, without any misrepresentation, out of their own free will in good health and mind

SIGNED AND DELIVERED BY THE PARTIES HERETO AT DURGAPUR IN THE PRESENCE OF:

a) Amitava Ghosh
.....
(Name: AMITAVA GHOSH
Address: 55 Rani Rashmai Path
City Centre, Durgapur-16.
Pin - 713206, W.B.)

b) Sumanta Roy Choudhury
.....
(Name: SUMANTA ROY CHOUDHURY
Address: DII-31 J. C. BOSE AVE.
DURGAPUR-5
PIN-713205, PASEHIM
BARDHAMAN

SIGNATURE OF FIRST PARTY

Barnali Ghosh
.....
Barnali Ghosh

SIGNATURE OF SECOND PARTY

a) Manoj Agarwal
.....
Manoj Agarwal

b) Soumen Mazumder
.....
Soumen Mazumder

c) Anup Mazumder
.....
Anup Mazumder

IDENTIFIED BY ME

S. K. Das
ADVOCATE



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INSTRUMENT "A" REFERRED TO
IN THE NOTARIAL CERTIFICATE

A. K. Banerjee
.....
Mrs. A. Banerjee, Secretary
Durgapur, Bardhaman, W.B.
Regd. No. 10/107 Govt. of W.B.

27 SEP 2018



Barnali Ghosh

B. Ghosh

आयकर विभाग
INCOME TAX DEPARTMENT

MANOJ AGARWAL

GAINDA LAL AGARWAL

20/11/1971

आयकर खाते नंबर

ACVPA6102G

Manoj Agarwal

भारत सरकार
GOVT. OF INDIA

आयकर विभाग

आयकर खाते नंबर

20/11/1971

आयकर खाते नंबर



Manoj Agarwal

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT OF INDIA
SOURMEN MAZUMDER
BIBHUTI BHUSAN MAZUMDER
26/08/1974
Permanent Account Number
AKVPM4290M
Signature

Please use this card for all payments and receipts
Income Tax PAN Service for E-Filing
Plot No. 3, Sector 11, Gurgaon
New Mumbai - 400 613
या कार्डचा उपयोग करणेसाठी कृपया निदेशातून जाणून घ्या
आयकर सेवा केंद्र - 11, गुवाग
प्लॉट नं. 3, सेक्टर 11, गुवाग
नवी मुंबई - 400 613

Sourmen Mazumder

आयकर विभाग
INCOME TAX DEPARTMENT
ANUP MAZUMDER



भारत सरकार
GOVT. OF INDIA

CHITTA RANJAN MAZUMDER

19/12/1963
Permanent Account Number

AERPM1593B

Anup Maz.
Signature



Anup Maz. L

1963

INSTRUMENT "A"

Dated 27th Day of Sept 2019

With

Notarial Certificate

Dated 27th Day of Sept 2019

Mrs. Atabi Banerjee
Notary,
Burdwan District
at Durgapur

Residence Chamber :
Flat No. 16
"SATAVISA"
Premendra Mitra Bithi
City Centre, Durgapur - 16
Burdwan (W. B.)
★ Mob. No. : 9434708178 ★

NOTARY PUBLIC