

Mrs. Atabi Banerjee

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)

In 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 flight Reconstitution

Deed of Parluiship escentiel by 1. Sont

Barrati Glagh 2. Son Rakesh Ray 3. Son

Monag Agarwal 4. Son Soumen Mazumder

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TRIMA 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.



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Januaryn the year of Christ 20 /

Mrs. Atabi Barterjee, Hotary Durgepur, Burdwan, W.B. Regn. No. 48/2087 Govt. of W.B.

Mrs. Atabi Banerjee NOTARY

it 1 JAN 2019



Exp. 31.21 2.2020

lovt, of West Benger Burdwan District Durgapur

ANNEXURE- "A"

DEED FOR RECONSTITUTION OF PARTNERSHIP

THIS DEED FOR RECONSTITUTION OF PARTNERSHIP is made on this day of . (annual , 2018

(Deed for Reconstitution of Partnership) Page 1 of 8

Maner 08 E Burdwan No.-406007 Sup. Dr. 41 2.2022

Signature of Retiring Partner

Signature of Continuing Partner

Barnali Chosh

Barnali Ghosh

Rakesh Roy

Signature of First New Partner Signature of Second New Partner

Signature of Third New Partner

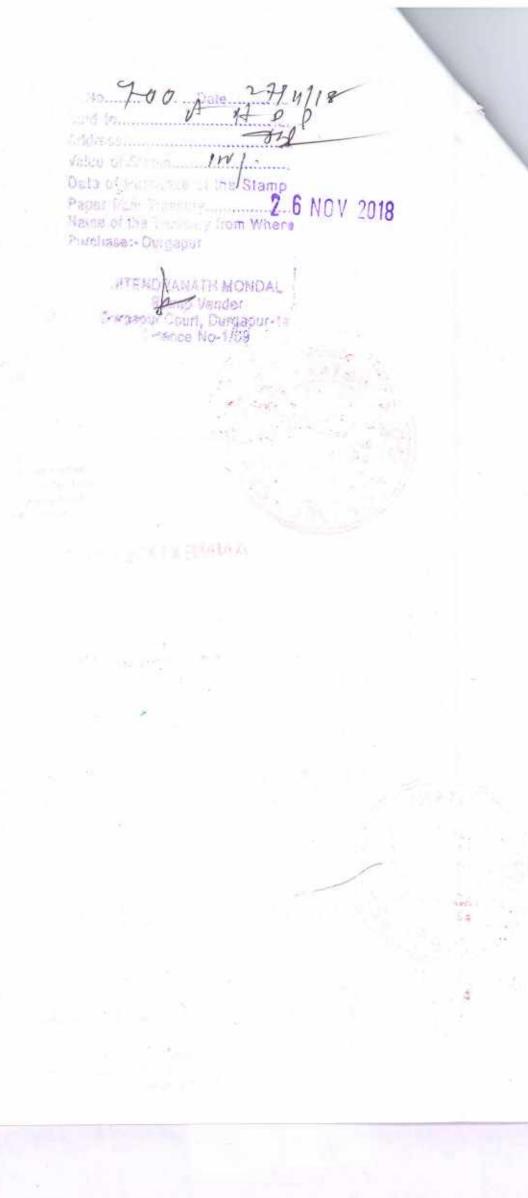
Manoj Agarwal

Joumen Mazumahu. Soumen Mazumder

Anup Mazumder

Mrs. Atabl Baperjee, Notary Durgapur, Burdwan, W.B. Regn. No. 68/2007 Govt. of W.B.

JAN 2019





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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, occupationbusiness, residing at 55 Rani Rashmoni Path, City Centre, Durgapur-16, Dist.-Paschim Bardhaman, hereinafter called the "Continuing Partner" (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 FIRST PART

AND

Sri Rakesh Roy (PAN-AUKPR8501K), aged about 48 (forty eight) years son of Sri Sitaram Roy, by faith Hindu, occupation-business, resident of 21/16 Einstein Avenue, Durgapur-5, Dist.- Paschim Bardhaman, Pin-713205 hereinafter called the "Retiring Partner" (which term and expression shall unless excluded by or repugnant to the context shall mean and include his successors, legal heirs, administrators, representatives, executors, successors-in-interest and assigns) of the SECOND PART

(Deed for Reconstitution of Partnership) Page 2 of 8

Keepe No. 49/2007

Signature of Retiring Partner

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Rakesh Roy

Signature of Continuing Partner

Barnali ahosh

. Barnali Ghosh

Signature of First New Partner Signature of Second New Partner

Manoj Agarwal

Journey Mazum du. Soumen Mazumder

Mrs. Atabi Banarjas, Notary

Signature of Third New Partner

Anup Mazumder

Durgapur, Burdwan, W.B. Regn. No. 46 2007 Govt. of W.B.

JAN 2019

JITENDRAMATH MONDAL Starte Verider Durgapur Court, Durgapur-16 Licence Mo-1/69 Sri Manoj Agarwal (PAN-ACVPA6102G), aged about 48 (forty eight) years, son of Sri Gaindalal Agarwal, by faith Hindu, occupation-business, resident of B, 109, Merbold Street, Bidhannagar, P.O.-Durgapur-12, District- Paschim Bardhaman, Pin-713212, hereinafter called the "First New Partner" (which term and expression shall unless excluded by or repugnant to the context shall mean and include his successors, legal heirs, administrators, representatives, executors, successors-in-interest and assigns) of the THIRD PART

AND

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, hereinafter called the "Second New Partner" (which term and expression shall unless excluded by or repugnant to the context shall mean and include his successors, legal heirs, administrators, representatives, executors, successors-in-interest and assigns) of the FOURTH PART

Sri Anup Mazumder (PAN-AERPM1593B), 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 called the "Third New Partner" (which term and expression shall unless excluded by or repugnant to the context shall mean and include his successors, legal heirs, administrators, representatives, executors, successors-in-interest and assigns) of the FIFTH PART

The parties of the THIRD PART, FOURTH PART and FIFTH PART are jointly hereinafter referred to as "New Partners".

WHEREAS with effect from 21st July, 2015 the Continuing Partner, Retiring Partner and Sri Rajib Roy, aged about 43 (forty three) years, s/o Sri Ranajit Roy, by faith Hindu, by occupation businessman, residing at Raypara, Village and Post-Metali, PS-Barjora, Dist.-Bankura, Pin-722142, have been carrying on business in partnership in the firm under the name and style of M/S Aambani Housing Development Project, hereinafter referred to as "Said Firm", 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 jointly referred to as "Deeds of Partnership".

AND WHEREAS Sri Rajib Roy expressed his inability to run the partnership business to Continuing Partner and Retiring Partner due to his financial short-comings and, in accordance to the terms and conditions laid out in the Deeds of Partnership, conveyed his unwillingness the Continuing Partner and Retiring Partner which were duly accepted by both Continuing Partner and Retiring Partner. Sri Rajib Roy retired from the Said Firm with effect from 06 / 12 /2018 by virtue of a Deed of Retirement, 06 / 12 /2018 by Continuing Partner, Retiring Partner and Sri Rajib Roy before Mrs. Ata bi Banerjee learned Notary Public, Durgapur.

AND WHEREAS after retirement of Sri Rajib Roy, Continuing Partner and Retiring Partner continued with business of Said Firm by duly complying and fulfilling all the liabilities of Said

(Deed for Reconstitution of Partnership) Page no. 3 of 8

Mrs. Atabl Banerjee, Notary Durgapur Surdwan, W.B. Regn. No. 40/2007 Govt. of W.B.

1 1 JAN 2019

Signature of Third New Partner Signature of Second New Partner Soumen Mazumder

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First New Partner

Signature of Continuing Partner

Signature of Retiring Partner

signature of Retiring

AND WHEREAS the Continuing Partner has agreed for the retirement of the Retiring Partner.

AND WHEREAS the New Partners expressed their desire to join the Continuing Partner as partners to which the Continuing Partner has expressed her consent and agreed to the said proposal.

AND WHEREAS the parties hereto have expressed their willingness to jot down the terms and conditions of Retirement of the Retiring Partner and admitting the New Partners for avoiding any future complications and/or dispute among them.

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

- This Agreement is supplemental to the above mentioned First Partnership Deed and Second Partnership Deed executed on 21st July, 2015 and 15th June, 2017 respectively. From the date hereof, the said New Partners shall be partners of the Said Firm subject to the terms and conditions of said Partnership Deeds except in so far as the same are varied by this agreement. In case there is any contradiction of any of the provisions, terms and/or conditions mentioned in First Partnership Deed and/or Second Partnership Deed with that envisaged in this Agreement then the contradicting provision(s), term(s) and/or condition(s) of First Partnership Deed or Second Partnership Deed or both, as the case may be, shall stand cancelled and will be treated as void.
- The Retiring Partner has given notice to the Continuing Partner about his desire to retire
 from the said partnership firm in compliance with Clause (7) of the First Partnership Deed
 and Clause (xv) of the Second Partnership Deed.

(Deed for Reconstitution of Partnership) Page no. 4 of 8

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- It is also agreed by and between the parties hereto that the Continuing Partner and New Partners shall become the absolute owners of all assets, liabilities, stock in trade, property, fixtures, articles, goodwill of the Said Firm.
- In order to enable the Continuing Partner and New Partners to get in and receive the partnership assets, effects and premises, the Retiring Partner do hereby irrevocably appoint the Continuing Partner and New Partners and each of them jointly and severally his true and lawful attorneys in their names solely or jointly with and/or in the name of the said firm of M/S Aambani Housing Development Project or otherwise to ask, demand, sue for, recover and receive and to sign and give full and effectual receipts and discharges for all and singular the debts, estates, assets and effects of or due or owing or anywise belonging to the said partnership or any part thereof with sufficient power and authority to settle all matters, accounts, reckonings and things whatsoever relating to the Said Firm with all and every and/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 question or controversy relating thereto to arbitration and otherwise to act in the premises 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 a full, ample and beneficial manner to all intents and purposes as the Retiring Partner and Continuing Partner might or could jointly have done in case the Retiring Partner had continued to be a partner in the said Partnership had the said Partnership been still subsisting.
- 7. The parties hereto covenant with each other that the Continuing Partner and New Partners shall pay and satisfy or cause to be paid and satisfied all debts and liabilities of the Partnership on the date of retirement of the Retiring Partner and the Retiring Partner shall have no responsibility and/or liability of paying and satisfying the liabilities of any sort of the partnership business on the day of his retirement except that the payment of Income Tax by the Retiring Partner on account of any income accruing to him from Partnership till date of his retirement shall be paid and discharged by the Retiring Partner only to whomsoever it belong and the Continuing Partner and/or New Partners shall not be responsible for the same.
- 8. The Retiring Partner hereby undertakes and agrees to sign, execute and do all such things in respect of further documents, deeds, acts and things as the Continuing Partner and New Partners shall reasonably require for completely and effectually carrying out and implementing the conditions and provisions laid out in this presents.
- 9. The partnership business under the Said Firm shall be continued to be carried out in the firm name and style of M/S Aambani Housing Development Project and may further be carried out in such other name or names as the Continuing Partner and New Partners may mutually agree upon time to time.
- The partnership business shall be deemed to have commenced on and from 21st July, 2015 i.e. from the date on which the First Partnership Deed had been executed.
- Duration of the partnership business should be "AT WILL".

12. The partnership business shall be continued to be that of promoting, developing and civil construction and further any other business be carried out as the parties of the FIRST PART, THIRD PART, FOURTH PART and FIFTH PART hereto may mutually agree upon from time to time.

(Deed for Reconstitution of Partnership) Page no. 5 of 8

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Retiring Partner

13. The partnership business shall be continued to be carried on at 1/12 SEPCO Township, P.O.-Durgapur-5, Dist.- Paschim Bardhaman, Pin-713205 and may further be carried on at any other place or places as the parties of the FIRST PART, THIRD PART, FOURTH PART and FIFTH PART hereto may mutually agree upon from time to time.

14. The capital mentioned in the Deeds of Partnership shall hereafter be changed to the sum of Rs 40, 00,000/= (rupees forty lakh) only and the partners shall hereafter have the

undernoted shares in the capital:

SI.	Name of Partner	Amount	Share %
a)	Smt. Barnali Ghosh	Rs 4,00,000/=(rupees four lakh)	10(ten)
b)	Sri Manoj Agarwal	Rs 18,00,000/=(rupees eighteen lakh)	45(forty five)
c)	Sri Soumen Mazumder	Rs 12,00,000/=(rupees twelve lakh)	30(thirty)
d)	Sri Anup Mazumder	Rs 6,00,000/=(rupees six lakh)	15(fifteen)
	Total	Rs 40,00,000/=(rupees forty lakh)	100 (hundred)

15. 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 Said 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 and reduce the above said 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 Said Firm.

16. Remuneration of working partners:

(a) It is agreed by and between parties of the FIRST PART, THIRD PART, FOURTH PART and FIFTH PART hereto (hereinafter collectively referred to as "Working Partners") who are devoting their time, attention and effort in the conduct of the affairs of the Said Firm as the circumstances and business needs may require, shall be paid remuneration to the following partners:

SI.	Name of the partner	Share %	
a)	Smt. Barnali Ghosh	10(ten)	
b)	Sri Manoj Agarwal	45(forty five)	
c)	Sri Soumen Mazumder	30(thirty)	
d)	Sri Anup Mazumder	15(fifteen)	
	Total	100 (hundred)	

The total remuneration, bonus, commission payable to Working Partners shall be worked out as per limit laid down under section 40(b) of the Income Tax Act, 1961. It is specifically agreed that the total remuneration, bonus, commission payable to working partners shall not exceed Rs 50, 000/= (rupees fifty thousand) per annum, in case of loss and small profits.

(b) The remuneration payable to the Working Partners as above shall be credited to their respective bank accounts on ascertainment of 'book profits'. The partners shall be entitled to increase, reduce or waive the above remuneration and may agree to pay remuneration to other partner or partners. The Working Partner may also agree to revise the mode of calculating the above remuneration and decide to pay remuneration and grant other benefits.

For the purpose of this clause the expression "Book Profit" shall mean the Book Profits as defined in section 40 (b) of the Income Tax Act, 1961, or any statutory modification or re-enactment thereof, for the time being enforce.

The net profits of business after deducting interest credited to the partners' capital account and remuneration payable to the Working Partners in accordance with this

(Deed for Reconstitution of Partnership) Page no. 6 of 8

Mrs. Atabi Bararjee, Notary Durgapur, Burdwan, W.B. Regn. No. 48/2007 Govt. of W.B.

1 1 JAN 2019.

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SI.	Name of the partner	Share %
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b)	Sri Manoj Agarwal	45(forty five)
c) d)	Sri Soumen Mazumder	30(thirty)
d)	Sri Anup Mazumder	15(fifteen)
	Total	100(Hundred)

Losses including loss in capital, if any, shall be borne by the Working Partners in the same proportion.

- Account shall be maintained for all the transactions of partnership business and 17. 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 from each Financial Year within reasonable time after the end of the Financial Year
- 18. Bank Account of the partnership business shall be continued with the present Bank and may further be opened with such bank/banks as the Working Partners may mutually agree upon from time to time. The present mode of operation and persons authorised to make transactions through the said Bank Account of the partnership business shall be changed/altered and the following working partners are authorised to introduce themselves before the Bank to jointly operate the said Bank Account of the partnership business and remove the names of the persons previously authorised, howsoever, to operate said Bank Account of the partnership business:
 - (a) Sri Manoj Agarwal;
 - (b) Sri Soumen Mazumder.
- 19. The Working Partners shall be just and faithful among them and shall diligently attend to the partnership business. No Working Partner shall without consent in writing of the other partners shall:
 - (a) assign or pledge his/her share and interest in the Said Firm to any other person;
 - (b) lend money, give credit and/or have any dealings with any person whom the other partners shall have previously forbidden him/her to trust.
- 20. If any partner desires to retire from the partnership he/she shall give one calendar month notice in writing to the other partners expressing clearly his/her intention to retire from partnership and on expiry of the period mentioned in the notice such partner shall be deemed to have retired from the partnership.
- 21. Death, insolvency or retirement of any partner from the partnership shall not dissolve the partnership and surviving partner(s) may continue to carry on the business either as the sole proprietor or in partnership with others either in partnership with themselves or with others either in partnership with themselves or with others as may be mutually agreed upon by and between the surviving partners.
 - All the disputes and questions between the Working Partners or between one of them and heir(s)/ legal representative(s) of the other or between their respective legal representative(s)/heir(s) and whether during or after the determination of this partnership and whether in relation to the interpretation of these presents or to any act or to any act or omission of a party to the dispute or as to any act which ought to be done by the parties to the dispute or any of them in relation to any other matter whatsoever touching this presents shall be referred to a single arbitrator, if the

(Deed for Reconstitution of Partnership) Page no. 7 of 8

Mrs. Atab Banarjea, Noter Durgapur, Burdwan, W.B. Regn. No. 48/2007 Govt. of W.B.

JAN 2019

Signature of Third New Partner Signature of Second New Partner Soumen Mazumder

First New Partner

Signature of Continuing Partner Barnali Ghosh

ature of Retiring Partner

22.

parties can agree upon one and in the case the parties do not agree, to two arbitrators one of them to be appointed by each party to the dispute and in case of differences between the arbitrators, to the Umpire to be appointed by the arbitrators before they enter upon the arbitration and the award and the decision of the single arbitrator or of the two arbitrators or of the Umpire, as the case may be, shall be final and binding upon both the parties and the provisions of the Indian Arbitration Act, 1940 or any statutory enactment for the time being in force governing the subject matter of arbitration shall apply so far as may be to such arbitration.

Except as modified by this agreement, the First Partnership Deed and Second Partnership Deed shall hereafter be read and construed as if the same had been executed by the parties of the FIRST PART, THIRD PART, FOURTH PART and FIFTH PART hereto.

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

out of their own free will in good health and m	ind
Signed and delivered by Retiring Partner	Signature of Retiring Partner
at Durgapur in presence of:	
Amitava Gara	Rokesh Ray
Name: AMITAVA GIHOSH	Rakesh Roy
Address: 55 Rani Rasmoni Path City Centre, Durgapur-16	
Signed and delivered by Continuing	Signature of Continuing Partner
Partner at Durgapur in presence of	Barnati Chosh
B. Baneyes	Barnali Ghosh
Name: BIPLAB BANERJEE	
Address: 1/T/12 KANISHKA ROAD	
Signed and delivered by New Partners	Signature of First New Partner
at Durgapur in presence of	Man 0
Sumandorkey Charthay	Manoj Agarwal
Name: SUMANTAROYCHOUDHUR	1-
Address: D) -3, J. C. BOSE AVE.	
DURGAPUR-S, PIN-713205	Signature of Second New Partner
	Soumen Mazumder
Prepared in my Office and	
identified by me	
	Signature of Third New Partner
Manda.	Anna Mazumele
Saradindu Kumar Panda	Anup Mazumder
Advocate, Durgapur Court	
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artee will	
	"A" REFERRED TO
AMERICAN IN THE PICE A	RIAL SERTIFICATE

Regn. No. 48/2007 Govt of

(Deed for Reconstitution of Partnership) Page no. 8 of 8

ACKNOWLEDGEMENT/RECEIPT

Received of and from the above named Continuing Partner the prior mentioned sum of Rs 5,15,000/= (rupees five lakh fifteen thousand) only on and before execution of this Deed for Reconstitution of Partnership as full and final payment and satisfaction of all amounts standing to the credit of Retiring Partner in the account(s) of M/S Aambani Housing Development Project including amount of capital, interest and share of profits of the Retiring Partner in M/S Aambani Housing Development Project as also in full payment of the purchase money of all the share, right, title and interest, if any, of the Retiring Partner in of M/S Aambani Housing Development Project and in all the capital, assets, effects and goodwill thereof as per Memo below:

MEMO OF CONSIDERATION

Mode of payment	Date	Particulars		Amount
Cheque	15/11/2017	Drawee Bank	Cheque No.	Rs 20,000/= (rupees twent thousand)
		HDFC Bank (IFSC-HDFC0004054)	000007	
Cash Voucher	10/10/2018	NIL		Rs 10,000/= (rupees ten thousand)
Pay Order	28/11/2018	Drawee Bank	Pay Order No.	Rs 4,85,000/=
		The Burdwan Central Co-operative Bank Ltd. (IFSC-HDFC0CBCCBL)	161712	(rupees four lakh eighty five thousand)
	Rs 5,15,000/=			

(Rupees five lakh fifteen thousand)

Witness no.1:

Amitara Gaore

(Name: AMITAVA GHOSH

Address: 55 Rani Raomoni Path City Centre, Dungapur-16

Signature of Retiring Partner

Witness no.2:

Mrs. A Baseries

Duran LE Burswan Ross No. (012007

SmandaleyChewLay

Address: AT -31 J. C. BOSE AVE.

DURGAPUR-S, PIN-713205

INSTRUMENT "A" REFERRED TO IN THE NOTARIAL GERTIFICATE

Mrs. A. Barrerjan, Matery Durgespur, Burdwan, W.B. Beggi, No. (1902)-07 Genet, of the

1 JAN 2019

(Money Receipt _ Deed for Reconstitution of Partnership)

