

SL. NO 22/17

Notarial Certificate

To all to whom these presents shall come, Pradip Kumar Datta duly appointed by the Central Government as a Notary and practising throughout the city of Calcutta (West Bengal), Union of India, do hereby certify that the paper Writings, collectively marked 'A' annexed hereto, hereinafter called the paper Writings, 'A' are presented before me by the executant's.

Nature of Document Deed of Reconstitution of
Executed by Ranjita Partner Ship
Basak Road, P.S. - Dumdum, Kolkata - 80.
and others as per the same.

hereinafter referred as the executant/s on this
the..... day of 19 APR 2017 in the year 19 APR 2017

The "Executant/s" having admitted the execution of the
Paper Writings "A" and being satisfied as to the identity of the
executant I have attested the execution.

IN FAITH AND TESTIMONY WHERE OF I, the
said Notary, have personally subscribed my
name and affixed my seal of office this
day of..... in the year



P. K. Datta
Notary
Govt. of India
Regn. No 1101/98
Chief Metropolitan Magistrate's Court
2 & 3, Bankahall Street, Calcutta - 700 001

The Centre for...



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Y 348817



DEED OF RECONSTITUTION OF PARTNERSHIP

THIS DEED OF RECONSTITUTION OF PARTNERSHIP made this the 19th day of April, 2017 BY AND AMONGST,

(1) SMT. RANIITA HALDER, daughter of Late Satya Narayan Dutta, by faith Hindu, by occupation business, presently residing at Sarada Housing Complex, G, N. G. Basak Road, P.S. – Dum Dum, Kolkata - 700080, West Bengal, India, hereinafter referred to as the FIRST PARTNER which expression unless excluded by or repugnant to the subject or context shall be deemed to include his heirs, successors, executors, administrators, legal representatives and assigns of the FIRST PART

AND

(2) SRI. SUBHAYU GHOSH, son of Late Sitesh Ghosh, by faith Hindu, by occupation business, presently residing at 171, Jugipara Road, P.S. – Dum Dum, Kolkata - 700028, West Bengal, India, hereinafter referred to as the SECOND PARTNER which expression unless excluded by or repugnant to the subject or context shall be deemed to include his heirs, successors, executors, administrators, legal representatives and assigns of the SECOND PART

Contd. To... Page. 2

Dipak Sarkar Subhayan Ghosh Ranjita Halder

Dipankar Roy

P. K. Datta
Notary
Regn No. 1101/98

EXPRO COMMERCIAL PRIVATE LIMITED

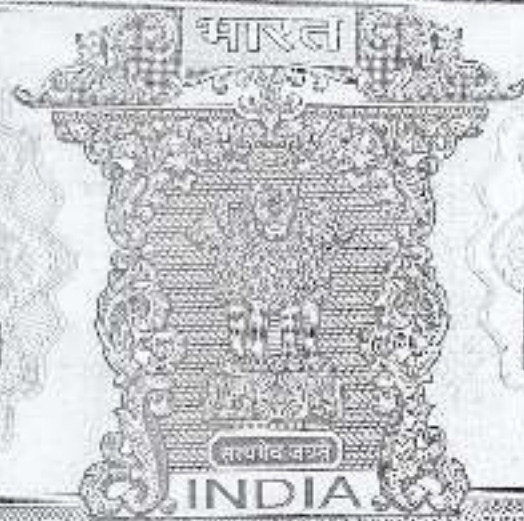
Dipankar Roy

19 APR 2017

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

V 229295

Page No. 2



AND

(3) SRI DIPAK KUMAR SARKAR, son of Late Prabhat Chandra Sarkar, by faith Hindu, by occupation business presently residing at NE/59, Arjunpur North, Kolkata - 700059, West Bengal, India, hereinafter referred to as the THIRD PARTNER which expression unless excluded by or repugnant to the subject or context shall be deemed to include his heirs, successors, executors, administrators, legal representatives and assigns of the THIRD PART

AND

(4) SRI DIPENDU ROY, son of Sri Dilip Kumar Roy, by faith Hindu, by occupation business presently residing at BD - 88, Samarpally, Krishnapur, Kolkata - 700102, West Bengal, India, hereinafter referred to as the FOURTH PARTNER which expression unless excluded by or repugnant to the subject or context shall be deemed to include his heirs, successors, executors, administrators, legal representatives and assigns of the FOURTH PART

P. K. Datta

Notary

Contd. To.... Page. 3

Regn. No. 110152
C. M. S. Court
2 & 3, Beaknagar Street
Calcutta - 700001

Dipak Kumar Sarkar Babhayajinosh Rongpala Haldar

Dipendu Roy

19 APR 2011

EXPRO COMMERCIAL PRIVATE LIMITED

Dipendu Roy,

Director



AND

(5) M/S. EXPRO COMMERCIAL PRIVATE LIMITED, a Company registered under the Companies Act, 2013 and having its registered office at Block A, Ground Floor, Disha Apartment, EA - 11, Deshbandhu Nagar, Baguiati, Kolkata - 700050, West Bengal, India, hereinafter referred to as the FIFTH PARTNER which expression unless excluded by or repugnant to the subject or context shall be deemed to include his heirs, successors, executors, administrators, legal representatives and assigns of the FIFTH PART.

WHICHEVER convenient each of them is called or referred to as PARTNER individually and all of them jointly are called or referred to as FIRM by reason of their collective name "M/S. KALPATARU HEIGHTS" AND among them the First, Second and Third Partners are distinguished as the CONTINUING PARTNER, while the Fourth and Fifth Partners are distinguished as the INCOMING PARTNER in the historical context.

AND WHEREAS the above named all the Partners were carrying on in partnership the business of Construction and development under the name and style of "M/S. KALPATARU HEIGHTS" from its principal office at 6, N. G. Basak Road, Kolkata - 700080, West Bengal, India under and on terms and conditions contained in the Deed of Partnership dated the 8th day of March, 2013 executed by each of them at the premises situated at 2A, Dum Dum Road, Kolkata - 700074, West Bengal, India.

AND WHEREAS in terms of clause 70 of the Deed of Partnership dated the 8th day of March, 2013, providing for the induction of new partners with the consent of all the existing partners, negotiations were made by and on behalf of the said Continuing Partners with the party of the Fourth and Fifth part hereto, who expressed their willingness to join the said firm on terms and conditions recorded in these presents.

AND WHEREAS in terms of clause 18 of the Deed of Partnership dated the 8th day of March, 2013, providing for continuity of the Partnership firm without dissolution on the retirement of any partner and that the business shall be carried out by the surviving or continuing Partners in Co-Partnership amongst themselves.

AND WHEREAS all the parties hereto with a view to avoiding all possible future dispute, disagreement, misunderstanding or misrepresentation regarding terms and conditions of this reconstitution of partnership or any other matter relating thereto have considered it judicious, conducive and expedient to have the terms and conditions of this partnership in writing.

Contd. To... Page. 4

Dipak Sarkar Subhayan Ghosh Rounjita Halder

Dipendu Roy

EXPRO COMMERCIAL PRIVATE LIMITED

Dipendu Roy, Director

P. K. Datta
Notary
Regn. No: 1101/08
C.M.214 Court
2 & 3, Dankshil Street
Kolkata - 700 017

19 APR 2017



1. The parties hereto shall at present constitute and become partners of the firm subject to the terms contained hereunder and modifications in its constitution or object clauses as may hereafter be agreed.
2. The reconstituted partnership shall be deemed to be a continuing one and shall be carried on until determined, as it is a PARTNERSHIP-AT-WILL.
3. The partnership business hereunder reconstituted shall continue to be carried on under the name and style of "M/S. KALPATARU HEIGHTS" and/or such other name or style as the partners may mutually decide or agree upon in future from time to time.
4. The principal office of the firm shall continue to be located at the present premises at G, N. G. Basak Road, Kolkata - 700080, West Bengal, India till such time as the partners mutually decide otherwise.
5. This reconstituted partnership shall carry on, in the territory of Union of India or such other place(s) that may be decided by the partners herein as and when needed, shall take up/execute all types of jobs relating to real estate like, construction, development etc. and such other matters as the partners may mutually agree upon in future from time to time.
6. The business of the firm under this deed shall be deemed to have commenced on and from the 1st day of April, 2016 and shall be carried on until determined as it is a PARTNERSHIP-AT WILL.
7. The INCOMING FOURTH PARTNER shall contribute fresh capital of Rs.5000/- (Rupees Five Thousand Only) and the INCOMING FIFTH PARTNER shall contribute fresh capital of Rs.20,000/- (Rupees Twenty Thousand Only) in the reconstituted partnership business.

Provided further that if at any time hereafter any further capital is required for the purpose of business under this partnership, the same shall be equally contributed by the parties of all the parts hereto unless otherwise agreed upon.

Contd. To... Page. 5

① - full name of

Bibhyan. Sy hash Rangita Haldar -

Dipankar Roy

EXPRO COMMERCIAL PRIVATE LIMITED

Rima Roy,

Director

P. K. Datta
Notary
Reg. No. 192/2011
C.M.C. Court
2 & 3, Dakshin Path
Kolkata - 700017

19 APR 2017



8. The partners shall be entitled to simple interest @ 12% per annum (or at such other rate(s) as may be allowed under the Income Tax Act, 1961 or any amendment thereof / enactment subsequent thereto on the credit balances in their respective fixed capital accounts at the beginning of each accounting year/period unless any of them waives the right to receive the same.

Provided, however, that in case of loss or lower income the partners may mutually agree to a rate of interest lower than that applicable in terms of the references made hereinabove.

9. It is hereby agreed upon that all the parties of all the parts except Fifth Part hereto are working partners as specified in Explanation 4 to Section 40 (b) (v) of the Income Tax Act, 1961 who shall engage themselves actively and diligently in conducting the day-to-day commercial affairs of the partnership business for the greatest advantage of the firm.

10. It is hereby specified that the working partners of the firm shall be entitled to a monthly remuneration as stated hereunder, subject to availability of fund:

(a) SMT. RANJITA HALDER (PARTY OF THE FIRST PART) shall continue to be entitled to the existing monthly remuneration of Rs.3,000.00/- (Rupees Three Thousand Only) per month.

(b) SRI. SUBHAYU GHOSH (PARTY OF THE SECOND PART) shall continue to be entitled to the existing monthly remuneration of Rs.3,000.00/- (Rupees Three Thousand Only) per month.

(c) SRI. DIPAK KUMAR SARKAR (PARTY OF THE THIRD PART) shall continue to be entitled to the existing monthly remuneration of Rs.3,000.00/- (Rupees Three Thousand Only) per month.

(d) SRI. DIPENDU ROY (PARTY OF THE FOURTH PART) shall continue to be entitled to the existing monthly remuneration of Rs.3,000.00/- (Rupees Three Thousand Only) per month.

It is also agreed that the partners shall be entitled to vary the above remuneration and, if necessary, to revise the mode of calculating the same as may be agreed by and between them from time to time and depending upon the extent of time devoted to the day-to-day affairs of the firm.

It is further provided that the working partners shall be entitled to re-imbursement from the firm of amounts actually expended towards traveling & conveyances for attending to the affairs of the partnership business.

Contd. To... Page. 6

Dipankar Sarkar

Subhayu Ghosh Ranjita Halder

Dipendu Roy

EXPRO COMMERCIAL PRIVATE LIMITED

Rinki Roy,

Director

P. K. Datta
Notary
Regn. No. 110/108
C.M.M. & Co. Ltd.
2 & 3, Park Street
Calcutta - 700 016

19 APR 2017



11. The net profit or loss of the firm shall be divided between the partners in the following ratio :

(a) SMT. RANJITA HALDER (PARTY OF THE FIRST PART)	75.00 %
(b) SRI. SUBHAYU GHOSH (PARTY OF THE SECOND PART)	25.00 %
(c) SRI. DIPAK KUMAR SARKAR (PARTY OF THE THIRD PART)	25.00 %
(d) SRI. DIPENDU ROY (PARTY OF THE FOURTH PART)	5.00 %
(e) M/S. EXPRO COMMERCIAL PRIVATE LIMITED (PARTY OF THE FIFTH PART)	20.00 %

12. Though principally the interest and remuneration due to each partner will accrue day to day with the commencement of the accounting year / period, yet it is agreed that ordinarily the interest and remuneration so due will be calculated and credited to respective account only once on ascertainment of Book Profit after the close of the accounting year except earlier in the event of any change in the constitution or dissolution of the partnership. The credit of interest, if any, shall be treated as expense of the firm for ascertaining the Net Profit of the firm.

For the purpose of this clause Book Profit means net Profit as shown in the Profit and Loss Account for the relevant Previous Year, computed in the manner laid down in Chapter IV-D of the Income Tax Act, 1961 as increased by the aggregate amount of the remuneration payable to all the partners of the firm of such amount as has been deducted while computing Net Profit.

13. The partners shall, however, have the option to make interim withdrawals from the firm towards remuneration for their personal expenses at such intervals as may be deemed expedient by the partners mutually and the sum so drawn shall be adjusted against the actual figure determined on finalisation of accounts after the close of the accounting year.

Contd. To... Page. 7

Dipak Sarkar Subhayan Ghosh Ranjita Halder

Dipendu Roy

EXPRO COMMERCIAL PRIVATE LIMITED

Rinki Dasg.

Director

P. K. Datta
Chartered Accountant
Kolkata

19 APR 2017



- 14. The bank account(s) standing in the name of "M/S. KALPATARI HEIGHTS." and / or such other account(s) as may be opened in future by mutual consent of the partners, shall be deemed to be the account(s) of this partnership and the same would be operated by the Parties of the First, Second, Third and Fourth Part, or in the manner as may be mutually agreed upon amongst them.

THAT it is mutually agreed upon that all partners are authorized to sign and execute any contract, agreement for sale, Deed of Conveyance or any deeds of the property which will be developed by the partners and for registration the same to be placed before the Additional District Sub-Registrar Office, District Registrar Office and Registrar of Assurance at Kolkata, having authority for and have them registered according to law.

- 15. The reconstituted partnership shall be deemed to be a continuing one and the accounting period of this partnership shall follow the financial year and start from the first day of April of an English calendar year to end on the last day of March of the following year of such calendar till the partners decide otherwise.
- 16. At the end of every accounting year / period, a Profit & Loss Account and a Balance Sheet of the firm shall be prepared for the purpose of ascertainment of the assets & liabilities as well as the determination of the respective share of profit / loss of the partners, as the case may be.
- 17. Proper books of account shall be continued to be maintained as in the past according to financial year and the said books of account shall be closed on the 31st day of March of each English calendar year and the profits or losses as the case may be and other payments and withdrawals, if any, shall be duly adjusted within four months from the close of each year or as soon as possible thereafter.
- 18. Until otherwise decided by unanimous agreement, all books including books of account, deeds, documents, bank statements, cheque books and deposit slips of banks, vouchers, receipts and papers whatsoever shall be preserved and kept at the principal office of the firm under the custody and charge of all the five partners as may be agreed upon by them and such appointed partner shall keep the same properly secured and safe in a place and in a manner so that the other partners may inspect the same anytime within the business hours, with power to take copies thereof, if required.

Contd. To... Page. 8

Dipank Barik

Sabbayn Ghosh Ranjita Halder

Dipanku Roy

EXPRO COMMERCIAL PRIVATE LIMITED

Dipanku Roy,

Director

P. K. Datta

Notary

Regd. No.: 1101/03

C.M.M.'s Court

2 & 3, Bankshall Street

Calcutta - 700 015

19 APR 2017



- 19. If at any time it becomes necessary to borrow any money for the purpose of partnership, such borrowing(s) shall be made under the signatures of all the partners. No partner shall have any right to borrow any money on behalf of the firm and bind the firm thereby or to create any charge, fixed or floating, on any of the assets of the firm, except with the consent of all the other partners.

It is further provided that no partner shall, without the written consent of all the other partners, have the power to release or compound any claim or debt due or owed to the firm, or otherwise compromise or settle the same, or diminish any security without receiving the full amount thereof, or lend any money or deliver on credit any goods belonging to the firm or otherwise give credit on behalf of the firm other than in its usual course of business, or contract any debt or liability or institute any proceeding or suit or stand as surety for any person, or sell, transfer or assign or otherwise deal with, either absolutely or by way of mortgage or declaration of trust, his share or interest in the firm, or the profits and / or benefits thereof, or do, execute or perform or suffer to the contrary any act, deed or thing whereby the property of the firm may be exposed to the danger of being seized, attached or taken in execution.

- 20. Notwithstanding anything provided in the Indian Partnership Act, 1932, or any statutory modification thereof, the parties hereto shall not be entitled to carry on separate business in the same line as that of the business under this partnership agreement or in any other line or nature of business either as a proprietor or as a partner or through a closely held joint stock company / companies or otherwise without any obligation of accounting for the profit or loss of their respective occupation, except with the consent of the firm.
- 21. The partners shall regularly pay their respective debts so as to save the firm absolutely free and harmless as against all such liabilities, if any.
- 22. It is hereby specifically provided that the parties hereto shall by the opinion of majority always be able to dissolve the firm or admit new partners to this partnership but no partner shall be entitled to transfer his/her interest in the partnership by way of sale, mortgage, gift or otherwise to any outsider except to the members of the families of the partners.

Contd. To... Page: 9

Dipali Barik

Subhayan Ghosh Receipt Holder

Dipankar Roy

EXPRO COMMERCIAL PRIVATE LIMITED

Rinki Roy.

Director

P. K. Datta
 Notary
 No. 1001/2014
 District Court
 Cuttack

19 APR 2017



23. Any of the parties hereto shall be eligible to retire / resign from the partnership by giving of least two (2) months notice in writing to the firm and the other partners, which shall be effective from the date of receipt of the same by the firm and the other partners on receipt of such notice shall accept such retirement / resignation only after taking into consideration the best interest of the firm. No partner will have to be retired within 5 (Five) years from the date of formation of reconstitution deed of this Partnership business.

Provided, however, that a partner may resign after a shorter notice with the consent of the firm.

Provided also that if there be any loan in the name of the firm, no partner can retire / resign till the loan is fully squared up, unless all the other partners express consent to such act.

Provided further that on acceptance of retirement by the other partners on condition stated hereinbefore, the retiring partner shall execute all such deeds and assurances as may be deemed necessary by the other partners in carrying out the engagements of the firm, realising the receivables and giving full discharge for payments received or obligations performed and to do all acts without the concurrence of the retiring party which prior to such retirement could be done by the partnership. The retiring partner shall be deemed to relinquish all his / her claims, interest and rights in the partnership except to receive the payments due to him / her under this deed.

24. In case any of the parties hereto becomes insane or physically incapable or is declared insolvent or is found guilty by a court of law for any criminal offence involving moral turpitude, he / she shall be dismissed from the partnership.

25. The retirement, resignation, physical incapability, death or dismissal of any partner shall not have the effect of dissolving the Partnership and the rights and interests (inclusive of balance in his / her capital account plus the interest / remuneration / share of profit or loss) of each such party who ceases to be a partner shall first vest to his / her son(s), if surviving, or to a representative of the legal heir(s) within a period of two months from the date of such cessation unless otherwise decided by the partners.

Contd. To.... Page. 10

D - Pall Sarker

Subhaya Ghosh Ranjita Halder

Debasree Ray

EXPRO COMMERCIAL PRIVATE LIMITED

Pinku Roy

Director

F. K. Datta
Notary
Regn. No: 1101506
CALCUTTA
West Bengal

19 APR 2017



26. In case any of the parties hereto ceases to be a partner in the circumstances specified in clause (23) or clause (24) hereinbefore, and the assignee(s) / representatives of the legal heir(s) of such party refuses / does not express any willingness to become a partner as mentioned in clause (25) hereinbefore, the rights and interests of such party shall be settled as provided hereunder :

- a) The amount standing to the credit of such party in his / her capital account on the date he/ she ceases to be a partner;
- b) Interest on capital, remuneration and share of profit / loss upto the said date.

27. The sum payable in terms of clause (26) hereinbefore to such party who ceases to be a partner shall be paid in the following manner :

- a) Fifty (50) percent of the sum within six months from the date of such cessation;
- b) The balance fifty (50) percent in another two equal half-yearly instalments, carrying a simple rate of interest of 12% per annum on the outstanding balance or such rate as may mutually be agreed upon by the partners

Provided, however, if the whole sum due is paid within six months as stated in sub-clause (a) above, no interest need to be paid.

28. In all matters relating to the partnership, the opinion of the majority shall prevail and in case of differences and / or disputes, if any, in or about these presents, the matter shall be referred to an arbitrator and this clause shall be deemed to be the submission and / or reference to the arbitrator or the procedure for appointment of the arbitrator within the meaning of the Arbitration and Conciliation Act, 1996, including any statutory modification thereof.

29. The parties do hereby specifically agree that if, consequent to further changes in the laws of the land or otherwise, it becomes obligatory / convenient in the interest of the parties hereto, they shall always have the liberty to make necessary amendments to this partnership deed by way of addition, deletion, alteration and / or modification of any term whether mentioned herein or not, by mutual consent, followed by exchange of letters and all such letters, if any, shall form the part and parcel of the deed of partnership of this firm.

Contd. To... Page. 11

Dipank Barikar

Subhrajyoti Ghosh Kamruti Mukherjee

Dipank Roy

EXPRO COMMERCIAL PRIVATE LIMITED

Dipank Roy

Director

P. C. Datta
Notary
Reg. No. 1104/98
C.M.M.'s Court
24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101

19 APR 2012



30. In matters not specifically provided herein, the provisions of the Indian Partnership Act, 1932 shall apply.

IN WITNESS WHEREOF all the parties hereto set and subscribe their respective hands, sign and seal this Reconstituted Deed of Partnership on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In the presence of :

1. Dipankar Roy
DIPANKAR ROY
BD-88, SAMARFALLY,
KRISHNAPUR,
KOLKATA - 700102.

Ranjita Halder
(SMT. RANJITA HALDER)
Party of the First Part

2. Sibnath Saha
SIBNATH SAHA
216/D, Rajjatharpore
Grest. Colony,
Sevampore-712203.

Subhayu Ghosh
(SRI. SUBHAYU GHOSH)
Party of the Second Part

Dipak Sarkar
(SRI. DIPAK KUMAR SARKAR)
Party of the Third Part

Dipendu Roy
(SRI. DIPENDU ROY)
Party of the Fourth Part
EXPRO COMMERCIAL PRIVATE LIMITED

Identified by me
[Signature]
[Advocate]

Rinki Roy
Director

(SMT. RINKI ROY)
ON BEHALF OF M/S. EXPRO COMMERCIAL PRIVATE LIMITED.
Party of the Fifth Part



R. K. Datta
Notary
Reg. No. 1101/02
Court Street
Kolkata - 700021

Signature of the
on Reconstituted Deed of Partnership
[Signature]
R. K. DATTA
Notary

19 APR 2017

Dated this _____ day of _____ 20____

IN THE MATTER OF

instrument "A"

AND

IN THE MATTER OF

Notarial Certificate

P. K. Datta

ADVOCATE

&

Notary Public

GOVT. OF INDIA
REGN. NO. 1101/98

Chambers Court
2 & 3, Bankshall Street,
Calcutta - 700 001

:: OFFICE ::

12/2, Old Post Office Street,
2nd Floor, Calcutta - 700 001

☎ : 6510-9026

☎ : 98311-21287