

Serial No. 1457 Date 24 JAN 2018

Professional address :  
District Judge's Court  
Burdwan-713101

### Notarial Certificate

(Persuant to sec. 8 of the Notaries Act. 1952)

## To All To Whom THESE PRESENTS SHALL COME

I, Manoj Kumar Bhattacharyya duly appointed by the Government of West Bengal as a NOTARY throughout Burdwan District and authorised to practice as a Notary in Burdwan District, West Bengal, within the Union of India, do hereby verify, authenticate, certify, attest, as under the execution of the instrument annexed hereto collectively marked ANNEXURE 'A' on its being executed/ admitted and identified by the respective signatories as to the matters contained therein, presented before me by the "Executant's".

*Belween*

*Naru Gopal Bhakat AND Smt. Purvima Bhakat, as per annexure A. Idol. by S. K. Mukhopadhyay, Q. Adv., Burdwan*

After referred as the "Executant/s", on the 24th day of Jan, year two thousand *eighteen* THE "EXECUTANT/S" having admitted the Execution on the Paper *ings* ANNEXURE "A" in respective hand/s in the presence of the *ness/es*, who as such. Subscribe/s signature/s, thereon and, being satisfied as to the identify of the executant's, and said execution, I have attested the execution of the "Paper Writings" ANNEXURE 'A' and testify that the said execution is 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 as need the occassion shall or may require.

IN FAITH AND TESTIMONY WHEREOF, being required of Notary. I, the said Notary do hereby subscribe my hand and affix my Notarial seal of office at Burdwan on this day of.....

*Manoj Kumar Bhattacharyya*  
NOTARY

1, KHALUIBILL MATH  
BURDWAN DISTRICT  
M.K. ~~BHATTACHARYYA~~

Notary  
Govt, of West Bengal  
Regn. No.- 28/1996  
1 No. Khalui Bill Math,  
Burdwan District. Ph.: 2663650  
District Judge's Court, Burdwan.  
Mob: 9932742419  
E-mail: mkb.adv@sify.com

Notarial Stamp

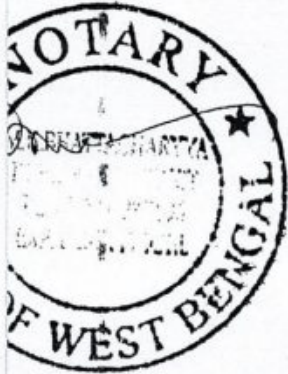


24 JAN 2018





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



1. Srin Mondal  
2. Narugopal Bhakat  
3. Purima Bhakat

X 813380

Identified by me  
Advocate

RETIREMENT - CUM - RECONSTITUTION

**ANNEXURE-'A'**

OF PARTNERSHIP DEED

THIS RETIREMENT - CUM - RECONSTITUTION OF PARTNERSHIP DEED is made on this the 19<sup>th</sup> day of January, Two Thousand Eighteen (2018) AMONGST

1. SRI NARUGOPAL BHAKAT (PAN - ADGPB5297F) son of <sup>Late</sup> Sri Chandi Sankar Bhakat aged about 42 years residing at Sadarghat, R. B. Bose Road Burdwan, P.O. - Sripally, P.S. - Burdwan Sadar, Dist - Purba Bardhaman, Pin - 713103, by faith - Hindu, by Nationality - Indian, by Occupation - Business, here in after referred to as the Party of the FIRST PART (which expression shall unless excluded by the repugnant to the context be deemed to mean & include his legal heirs Successors, administrators, legal representatives assigns).

*Notary Signature*  
NOTARY  
1, KHALUIBILL MATH  
BURDWAN DISTRICT  
REGD. NO.-28/1996

Contd.....2

1711 24/01/18

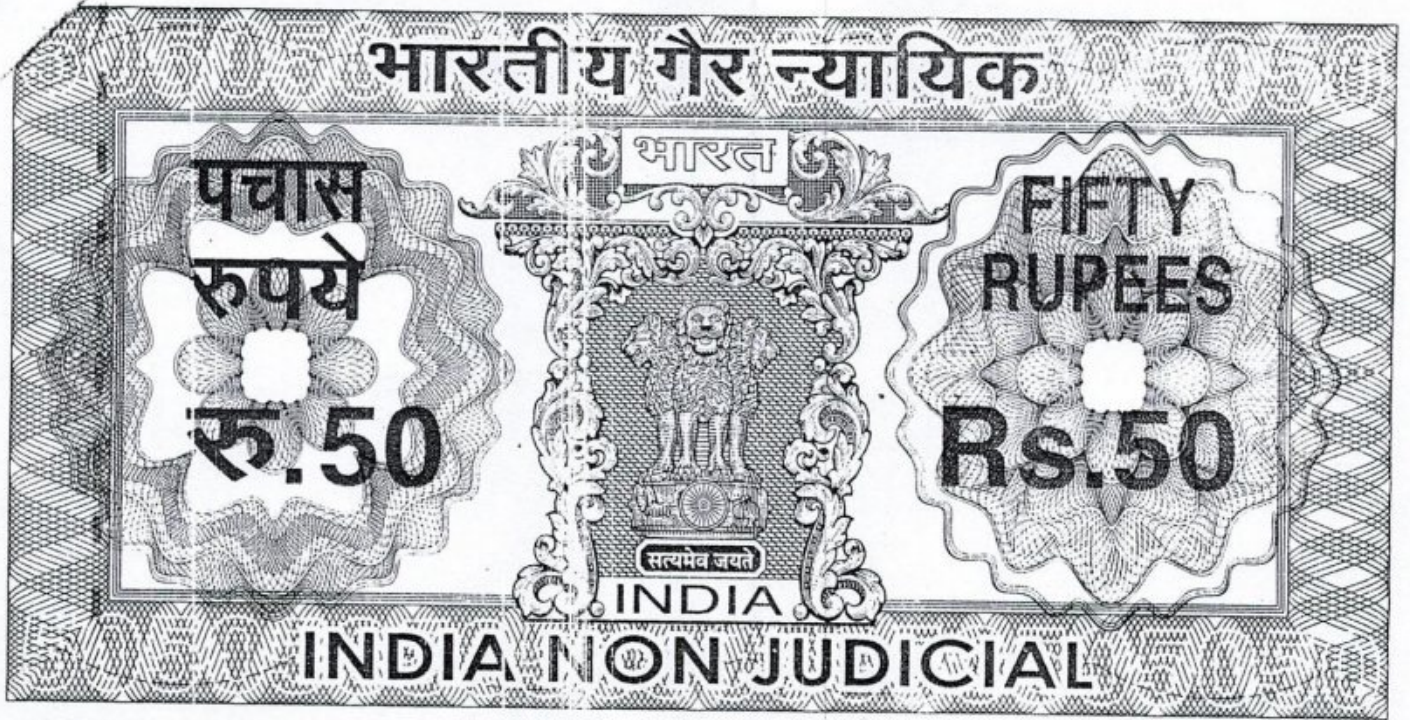
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पश्चिम बंगाल WEST BENGAL

W 352853



INEXURE 'A'

1. Sarin Mondal  
2. Naris pr Bhad  
3. Purnima Bhakat

: 2 :

Autocall

2. SMT. PURNIMA BHAKAT (PAN – AUMPB9646D) wife of Sri Naru Gopal Bhakat aged about 40 years residing at Sadarghat, R. B. Bose Road Burdwan, P.O. – Sripally, P.S. – Burdwan Sadar, Dist – Purba Bardhaman, Pin – 713103, by faith – Hindu, by Nationality – Indian, by Occupation – Business, here in after referred to as the Party of the SECOND PART (which expression shall unless excluded by the repugnant to the context be deemed to mean & include her legal heirs Successors, administrators, legal representatives assigns).

Contd.....3

*Manoj Kumar Bhattacharyya*  
NOTARY  
1, KHALUIBILL MATH  
BURDWAN DISTRICT  
REGD. NO.-26/1996

24 JAN 2018

1712 24/01/18

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from work

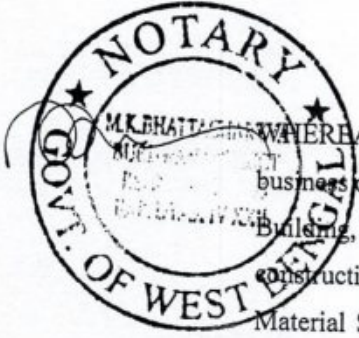
job

13/11/18

not on a job

1. Souvik Mondal,
2. Narugopal Bhakat,
3. Purnima Bhakat

*[Handwritten signature]*



: 3 :

AND WHEREAS Sri Narugopal Bhakat and Sri Souvik Mondal were carrying on the business of Real Estate Developer (for development, promotion and / or construction of Building, Modern Apartment, Land scraping and Residential & Commercial Complex), construction of Road, Bridge Earth cutting, Civil Construction and Building & Road Material Supply under the name and style "SRADHYA CONSTRUCTION" under a Partnership Deed dated 21.01.2016 effective from 20.01.2016.

AND WHEREAS the said Sri Souvik Mondal (PAN – CUZPM0425J) has given his resignation from the partnership of "SRADHYA CONSTRUCTION" with effect from 19<sup>th</sup> January, 2018 as per their resignation letter dated 19.01.2018.

**ANNEXURE-'A'**

AND WHEREAS Smt. Purnima Bhakat (Second Part) has also approach expressed his desire and willingness to enter into Partnership.

AND WHEREAS Sri Narugopal Bhakat the existing partner to the partnership agreed to take her as a partner.

AND WHEREAS the existing Partner to this Partnership Sri Narugopal Bhakat have accepted the resignation of Sri Souvik Mondal and they have decided to pay the balance of capital account as on 19.01.2018 to carry on the existing partnership business of Real Estate Developer (for development, promotion and/or construction of Building, Modern Apartment, Land scraping and Residential & Commercial Complex), construction of Road, Bridge Earth cutting, Civil Construction and Building & Road Material Supply under the name and style "SRADHYA CONSTRUCTION" as going concern.

*[Handwritten signature]*  
**Manoj Kumar Bhattacharyya**  
 NOTARY  
 1, KHALUIBILL MATH  
 BURDWAN DISTRICT  
 REGD. NO.-28/1096

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24 JAN 2018



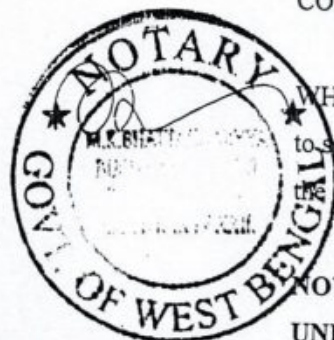


1. Souvik Mondal  
2. Nayak Prabhakar  
3. Jyotirmoy Bhattacharya

: 4 :

REGISTRATION BY  
Pw  
Advocate

AND it is deemed expedient and desirable to reduce the terms and conditions governing to this reconstitution deed of partnership into writing. The Retire partner i.e. Sri Souvik Mondal have no right / responsible against assets and liabilities of "SRADHYA CONSTRUCTION"



WHEREAS the parties hereto decided to execute the Reconstitute the partnership Deed to secure their right & liabilities and also to avoid any future misunderstanding AND all the Partners are working Partners.

NOW THE BEFORE, THE DEED OF PARTNERSHIP WITNESSETH AS UNDER :

1. NAME & STYLE & COMMENCEMENT :

That the firm shall continue its business under the name & style of "SRADHYA CONSTRUCTION". This Partnership deed shall have effect from the 19<sup>th</sup> day of JANUARY, Two Thousand EIGHTEEN (2018).

2. PLACE OF BUSINESS :

ANNEXURE-'A'

That the partnership business shall continue be carried on at Jilapibagan, P.O. - Sripally, P.S. - Burdwan Sadar, Dist - Purba Bardhaman, Pin - 713103, or at any other place / places as the partners shall mutually agree upon.

3. OBJECT OF BUSINESS :

That the partnership shall carry on business in the line of Real Estate Developer (for development, promotion and/or construction of Building, Modern Apartment, Land scraping and Residential & Commercial Complex), construction of Road, Bridge Earth cutting, Civil Construction and Building & Road Material Supply in all its meaning intents and description AND the firm may also under take any other trade as partners may decide from time to time.

4. DURATION :

That the duration of the partnership shall be at will and shall continue until otherwise determined by the partners mutually or legally through courts of law in terms of the partnership Act and Laws of Land.

  
Manoj Kumar Bhattacharya

NOTARY  
1. KHALUIBILL MATH  
BURDWAN DISTRICT

Contd.....5

24 JAN 2018



1. Srinu Mondal  
2. Narugopal Bhakat  
3. Purnima Bhakat

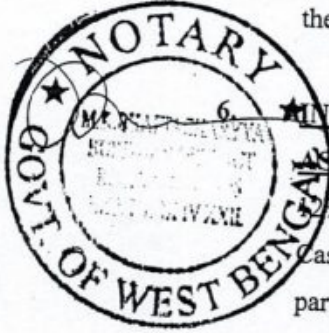
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NOTARY PUBLIC  
GOVT. OF WEST BENGAL  
Burdwan District  
[Signature]  
Advocate

5. **CAPITAL :**

That the Capital of the firm comprises the following :

Capital of the existing partner will be amount standing in their capital account at the end of the year on 31.03.2017.



**INTEREST ON CAPITAL AND ADDITIONAL FINANCIAL ASSISTANCE :**

6% interest on Capital so invested by the partners shall be paid to them. In case if the firm requires more funds then the same shall be brought in by the partners named above by way of loan which shall bear such rate of interest as may be agreed upon between the parties hereto from time to time. The rate of interest for such loan contribution can be varied with the mutual consent.

**ANNEXURE-'A'**

7. **SHARING OF PROFIT & LOSS & OTHERS :**

- (a) That to determine the share of Profit/Loss amongst the partners the Salary, Bonus etc. paid/payable to the partners as have been stipulated in Clause No. 9 hereinafter shall be charged/debited in Profit/Loss Account and after deduction of such expenses together with usual expenses (business) the profit/Loss would be distributed between the Partners hereto.
- (b) That the Partners shall be entitled to Profit & also for loss of the firm in the following proportion :

I.	SRI NARUGOPAL BHAKAT	FIRST PART	50%
II.	SMT. PURNIMA BHAKAT	SECOND PART	50%

8. **DRAWING :**

That the Partners according to the availability of firm fund shall be entitled to draw out from the Partnership Business any sum or sums of money as to be decided mutually between partner and shall be debited to his/her personal account and to be adjusted at the end of the year against profit / loss.

Contd.....6

*Manoj Kumar Bhattacharyya*

NOTARY

1, KHALUIBILL MATH  
BURDWAN DISTRICT  
REGD. NO. 28/1/005

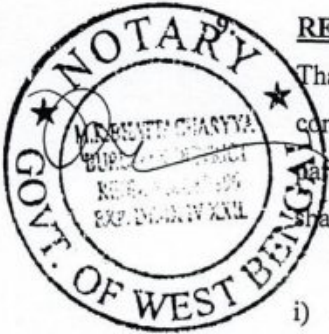


1. Souvik Mondal
2. Nalini/Pran/Bhawan
3. Farina Bhattacharya

Advocate  
*(Signature)*

Advocate

: 6 :



**REMUNERATION / SALARY, BONUS ETC. :**

That all partners shall be working partners. It is hereby agreed that in consideration of their devoting time and attention to the business of the partnership firm constituted hereunder and also in working in partnership they shall be entitled to draw remuneration as under :

**ANNEXURE-'A'**

- i) The total yearly remuneration payable to the said partners shall be calculated with reference to the percentage of the book profit for each accounting year/period and the same be computed in accordance with the method calculation as laid down in sub-clause (V) of clause (b) of Sec. 40 of the Income Tax Act, 1961 and the allowable remuneration shall be divided / distributed among the working partners equally as reproduced below :
  - a) On the first Rs. 3,00,000 of the book profit or in case of loss. Rs. 1,50,000 or 90% of the book profit whichever is more
  - b) On the balance of the book Profit. 60% of the book profit.
- ii) For the purpose of above calculation "Book Profit" shall be computed in the manner laid down in Explanation 3 of section 40 (b) of the Income Tax, 1961 and/or any other applicable provision as may be enforce for Income Tax Assessment of the Partnership firm for the relevant accounting year/period.
- iii) The partner shall be entitled to revise and/or reduce the above remuneration. The parties hereto may also agree to revise the mode of computation / calculation of the above said remuneration as may be mutually agreed to by and between the partners from time to time.

*(Signature)*  
 Manoj Kumar Bhattacharyya

NOTARY  
 1, KHALUIBILL MATH  
 BURDWAN DISTRICT  
 REGD. NO.-28/1996

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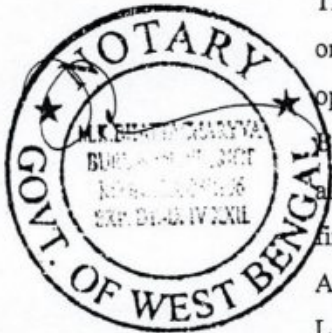


1. Souvik Mondal
2. Anupam Ghosh
3. Purnima Bhakat

... in my presence & certified by me  
 Advocate

: 7 :

10. **OPERATION OF BANK ACCOUNT :**



That the firm may open a Bank Account or Accounts in the name with any Bank or Banks and all such Banking Account / Accounts as the case may be, shall be operated upon under Single signature of First Partner, (SRI NARUGOPAL BHAKAT) and Second Part, (SMT. PURNIMA BHAKAT) That no Partner alone shall have the power to enter into arrangement / agreement with any financial organization or any Bank/Banks for loan, overdrafts cash credit Account, bill discounting and/or any other credit facilities. FOR TAKING LAONS OR ADVANCES ALL PARTNERS SIGNATURE IS NECESSARY AND MUST.

ANNEXURE-'A'

11. **MANAGEMENT CONTROL :**

That subject to their mutual consent, all the partners or one or more partner shall look after the supervision, management and marketing aspect of the business.

12. **RIGHT & DUTIES :**

- (I) That the partners shall diligently attend to the business and devote their whole time and attention to the business.
- (II) That the partners shall punctually pay and discharge their personal debts and obligation as mentioned hereinabove.

13. **MAINTENANCE OF BOOKS OF ACCOUNT**

That proper books of account shall be kept by the Partnership business (incoming and outgoing). These book shall be kept at the place of business and shall not be removed from there except for business purpose. These books of account shall remain open for inspection of the partner who shall be at liberty to make or get such extracts there from as may be considered necessary and the firm shall maintain its account in English and shall close it's a accounts 31<sup>st</sup> day of March every year. The Assets, Properties, Liabilities and all Balance Sheet together with required details shall be prepared at the end of every financial year and such account shall be signed by any two partners hereto.

*Manoj Kumar Bhattacharyya*  
 NOTARY  
 1, KHALUIBILL MATH  
 BURDWAN DISTRICT

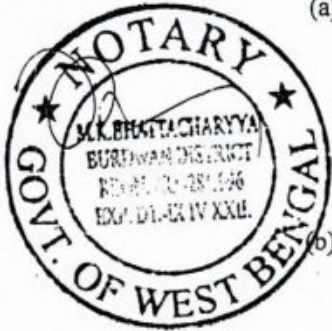




1. Sourin Mondal
2. Anand Kumar Bhowmik
3. Jyotirmoy Bhattacharya

: 8 :

14. ACT FORBIDDEN :



(a) That no partner, without the consent in writing or other Partner shall take any loan in favor of the firm, and/or create mortgage, charge, transfer, encumber, alienate and or otherwise deal with his/her share in the firm or properties and assets of the firm to any outsider.

(b) That no partner shall have any option right and liberty to stop the business activities of the firm either by stopping the operation of Bank Account or by putting induction on the business or in any manner whatsoever.

15. EFFECT ON RETIREMENT :

**ANNEXURE-'A'**

That the partner shall be entitled to retire or withdraw from the partnership except by serving 30 (thirty) days previous notice in writing to that effect upon the other partners.

That the withdrawal or retirement by any partner shall not have the effect of dissolving the business so far as the continuing partner is concerned and in such case withdrawing or retiring partner shall be entitled to get the share of Capital as appearing upto the date of his/her withdrawal or retirement after adjustment on account of his/her share of credit debits, liabilities in the partnership and the remaining partner shall forthwith pay to the retiring partner or on installation of such accounts if any account is found outstanding against his/her account but in no case payment shall be deferred for more than 90 (ninety) days. Be it clearly mentioned that he retiring partner shall have no claim in respect of the goodwill of the business and pending engagement if thereby any and on the assets of the business so to be acquired in course of the firm activities AND the continuing / surviving partners shall continue the business.

*M.K. Bhattacharya*  
 NOTARY  
 1, KHALUIBILL MATH  
 BURDWAN DISTRICT  
 REGD. NO.-28/1996

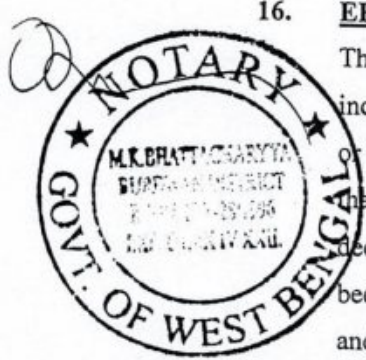
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- 1. Souvik Mondal
- 2. Nandipati Prabhakar
- 3. Parvina Bhatnagar

Signed in my presence & identified by me  
 Advocate

: 9 :



16. EFFECT ON DEATH, LUNACY OR INCAPABILITY :

That during the continuance of the present partnership the death of physical incapability or lunacy of any of the partners hereto shall not have the effect of dissolution of business so far as the surviving partners are concerned and that on such event the heir or successors or legal representatives of the deceased, incapable or lunatic partners shall have the first option to be and become a partner on the same terms and conditions and with the same right and liabilities as that of the deceased or incapable or lunatic partner. If the heirs or successors or legal representatives of the deceased or incapable or lunatic partner fails to intimate their intention (as the case may be) specifically in regard to joining in the partnership business within 60 (sixty) days from the date of death or lunacy or incapability in that event the surviving and remaining partners shall have the rights to every and continue with the business PROVIDED ALWAYS after paying the liquidating the dues of the deceased or incapable or lunatic partner in respect of the credit balance of the capital account, proportionate value of the assets so to be acquired in course of business, proportionate liabilities and creditors.

ANNEXURE-'A'

Be it clearly mentioned that the right of carrying and continuing the business by the remaining and surviving partners shall occur and arise duly making payment of the dues in the manner hereinabove stated, by the remaining and surviving partner to the heirs, successors and legal representatives of the deceased or in capable or lunatics as the case may be.

17. ARBITRATION :

That the event of any dispute between the partners with regard to anything related to the partnership business the matter shall be referred to arbitration under provisions of the Indian Arbitration Act or any other statutory modification in force for the time being shall apply.

18. OTHER TERMS AND CONDITIONS :

(a) That the provisions of Indian Partnership Act shall so far as they are applicable, govern this partnership subject however to the expressed and stipulation contained in the present.

*Manoj Kumar Bhattacharya*  
 NOTARY  
 1, KHALIBILL MATH  
 BURDWAN DISTRICT  
 REGD. NO.-28/1996

Contd.....10



1 Souvik Mondal  
 2 Narugopal Bhakat  
 3 Purnima Bhakat

: 10 :

- (b) That any of the above terms may be varied altered modified and or added to by mutual consent of the partners hereof to be either expressed in writing or implied from conduct.
- (c) That this partnership business and its partners shall not be obliged and/or liable to each other in any manner whatsoever in regard to any past and future liabilities and/or obligations for any personal business and / or activities of any of the partners.
- (d) That none of the partners shall have any right, option and liberty to take any such action and / or step which may suffer or caused to be suffered the business of the firm in any manner whatsoever.
- (e) That all notice / references require to be given to either partner hereunder shall be deemed to be duly served if addressed to such Partner of firm at the office of the firm and sent by Registered Post.



**ANNEXURE-'A'**

- (f) That on dissolution of the firm the properties, Assets and Liabilities and creditors of the firm would be ascertained and on payment of all liabilities and creditors the balance assets would be shared up between the partners according to their profit and loss sharing ratio and if there be any shortage in meeting the business liabilities and creditors shall be borne by the parties according to their profit / loss sharing ratio.

IN WITNESS WHEREOF the above named Two Partners to these present have hereunder set and subscribed their respective hands and seals, the day, the month the first above written.

WITNESSES

- 1. Dhruva pada Subudhi
- 2.

1) *Narugopal Bhakat*  
 Party of the First Part  
 (SRI NARUGOPAL BHAKAT)

2) *Purnima Bhakat*  
 Party of the Second Part  
 (SMT. PURNIMA BHAKAT)

*Souvik Mondal*  
 Retiring Partner  
 (SRI SOUVIK MONDAL)

*M. K. Bhattacharyya*  
 NOTARY  
 1, KHALUIBILL MATH  
 BURDWAN DISTRICT  
 REGD. NO. 28/1006

Signature/s of the Executant  
 Attested on Identification  
*M. K. Bhattacharyya*  
 Notary  
 BURDWAN DISTRICT  
 REGN. NO. 28/1006

