

Sl. No.
PRABIR KUMAR MITRA
Notary
Kolkata

Professional Address :
C.M.M.S.'S. Court
Member of the Bar
& Advocate Association
2, Bankshall Street
Kolkata-700 001

Notarial Certificate

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

TO ALL TO WHOM THESE PRESENTS shall come I PRABIR KUMAR MITRA duly authorised by the State 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 *Reconstruction of New Deed of Partnership executed by Surendra Kumar Sharma & others - Partners' of "M/s. Divya Distributors", of 10, Olive Road, Dootnagar - 200/A, 2nd floor, Kolkata - 700007 & 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 some.

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 Kolkata on this *13th* day of *September* in the year of Christ 20 *10*



NOTARIAL STAMP

Prabir Kumar Mitra
13/09/10
PRABIR KUMAR MITRA
NOTARY



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



H 787542

RECONSTRUCTION OF NEW DEED OF PARTNERSHIP

THIS RECONSTRUCTION OF NEW DEED OF PARTNERSHIP, made the First day of April two thousand ten in continuation of earlier deed of partnership dated eleventh day of February two thousands eight duly registered on 29th February 2008 before Registrar of Assurances, Kolkata among:-

Contd.....p/2

S.K. Sankar

Anurag Dokuia

S. K. MITRA
PUBLIC
REG. NO. 17/2000

114 847

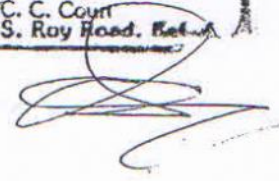
NAME.....
ADD/ADV.....
RS.....
- 9 SEP 2010
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Ray Road, K...A

Dr. rights distributor
to Clinic R12

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57

157

69-1



भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

F 626109

(1) Surendra Kumar Sharma son of Sri Chhagan Lal Sharma Age 47 years, residing at 3, Mayfair Road, Block No.-I, Flat No.4A, Kolkata-700019 **OF THE FIRST PART.**

(2) ANURAG DOKANIA, Age 21 years son of Sri Suresh Kumar Dokania, residing at Dokama Bhawan, Katres Road, Dhanbad. **OF THE SECOND PART.**

Contd.....p/3

S. S. Sharma

Anurag Dokania

-: 3 :-

- (3) Devendra Agarwal, Age 34 years, son of Sri Durga Prasad Agarwal, residing at 170, Bangore Avenue, Block-B, Kolkata-700055. OF THE THIRD PART.

[Each of them hereinafter called 'the partner'] witnesses as follows:-

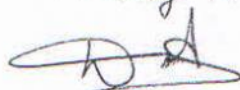
- (1) The parties hereto shall at present constitute and become partners of the firm subject to the terms hereunder contained subject to such modification in its constitution or object clause as may hereafter be agreed.
- (2) The name of the firm shall be DIVYA DISTRIBUTORS having its office at 10 Clive Row Room No.206/4, 2nd floor, Kolkata-700001.
- (3) The firm will do Ayurvedic medicine business and can also expand other business with the consent among partners.
- (4) The partners shall enter into engagements on behalf of the firm in the firm's name only.
- (5) The business of the partnership shall be carried on at 10 Clive Row, Room No.206/4, 2nd floor Kolkata-700001 or at such other place or places as the partners shall from time to time determine.
- (6) The partners and their survivors shall remain partners in the business from the date of this deed.

S. K. MITRA
NOTARY PUBLIC
Reg. No. VI/2007
KOLKATA

Contd.....p/4

S.K. Mitra

Anurag D. Kania



(7) Any partner may retire from the partnership on giving to the other partners not less than two months calendar months previous notice in writing of his intention to do so.

(8) The retirement or death or insolvency of any partner shall not have the effect of dissolving the partnership between the other partners.

(9) Every partner shall attend diligently to the business of the partnership and carry on the same for the greatest advantage of the partners.

(10) The partners shall be entitled to the net profits of the business in the following manner, namely.

- (1) Surendra Kumar Sharma 50%.
- (2) Anurag Dokania 25%.
- (3) Devendra Agarwal 25%

(11) All outgoings and expenses of the partnership and all losses including interest and capital shall be payable first, out of profits, next, out of capital and in the case of further deficiency by the partners in the shares in which they are entitled to the net profits of business.

(12) An account of the partnership business shall taken every three month, or at such time as the partners shall determine, and the net profits shall be divided among the partners as stated herein before.


S.K. Sharma

Anurag Dokania



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- (13) All moneys and securities for money belonging to the partners [except moneys required for current expenses] shall be paid into and deposited with Bank as the partners shall from time to time determine. Cheques drawn on partnership accounts shall be signed at least by two partners.
- (14) The partners shall keep proper books of account which shall be kept at the place of business for the time being of the partnership and each partner shall have access to and power to take copies of the same.
- (15) Each partner shall be entitled to interest at the rate of 12% [Twelve] percent per annum on the amount of his capital for the time being standing to his credit out of the gross profits of the business, however interest rate may be revised in future on mutual consent of all partners.
- (16) Surendra Kumar Sharma and Devendra Agarwal shall receive a salary of Rs.8000/- [Rupees eight thousand] each per month for their services in the firm.
- (17) If on the determination of the partnership by efflux ion of time or otherwise than death or retirement, there shall be two or more Partners still living an account shall be taken of the assets and the liabilities and transitions of the partnership and the assets as soon as they may be realized shall be applied, first in the payment of the costs of realization secondly, in discharge of the liabilities of the firm, thirdly in payment of any unpaid profits or interest on capital due to any partner, fourthly, in payment to each partner of the sums subscribed by each towards the capital and lastly the balance shall be divided among the partners for the time being in the shares in which they shall then be entitled to the net profits of the partnership.

S.K. Sharma
Anurag Pokawa


Contd.....p/6

- (18) All the other matter, for which no provision is made in this deed, shall be decided by the majority of the partners.
- (19) Naresh Kumar Dokania earlier partner retired on the closing of financial year i.e. on 31st March 2010. It has been mutually and amicably settled between Naresh Kumar Dokania, retiring partner and his brother Suresh Kumar Dokania, father of new partner Anurag Dokania herein in family settlements regarding assets and business division, that Naresh Kumar Dokania will relinquish his share in M/s. Divya Distributors in favour of his brother Suresh Kumar Dokania who has proposed name of his son Anurag Dokania as partner in the firm M/S. Divya Distributors on and from first April 2010 which has been agreed by retiring partner Naresh Kumar Dokania and also existing two partners Surendra Kumar Sharma and Devendra Agarwal. The capital balances and the profit ratio will remain unchanged. It has further been agreed by retiring partner Naresh Kumar Dokania that he will have no claims whatsoever in assets/property to be purchased or to be sold by M/s. Divya Distributors including Shop No.I at Ground floor, Block-'A' Asiatic complex, Holding No.117/1, Andul Road, P.S.Shibpur, Howrah-711103, H.M.C. Ward No.39 having area of 1321 sq. fl.
- (20) Any dispute or differences which may occur among the partners or their representatives, with regard to the construction, meaning and effect of this deed or any part thereof, or respecting the accounts, profits or losses of the business, or the rights and liabilities of the partners under this deed, or the dissolution or winding up of the business, or any other matter relating to the firm, shall be referred to arbitration and the decision of a sole arbitrator, if the parties in

S.K. Sharma

Anurag Dokania



-: 7 :-

dispute so agree, otherwise to two or more arbitrators, according to the number of the partners of the firm one to be nominated by each party or his representative and in case of differences of opinion among them, by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1940, including its statutory modification and re-enactment.

In witness whereof

Signed, sealed and delivered

S.K. Sharma

[Surendra Kumar Sharma]

1. *P. G. Mukherjee*
Moheshlala Lane
P.O. Dist. Hooghly.
WB.

Anurag Dokania

[Anurag Dokania]

2. *Sanjib Kumar Seal*
240/1 Gopal Lal Tagore Road
Kolkata-36

[Signature]

[Devendra Agarwal]

Acceptance of earlier partner of this reconstruction of deed of partnership

Naresh Kumar Dokania
[Naresh Kumar Dokania]

[Signature] 13/09/10
NOTARY PUBLIC
KOLKATA

Drafted by *R.K. Mittal Advocates*
R.K.Mitta & Co., Advocates.
'Hastings Chambers'
7-C, Kiran Shankar Roy Road
Kolkata-700001.

Enrollment No: WB/75/82

R. K. MITTA
NOTARY PUBLIC
KOLKATA

DEED OF PARTNERSHIP MADE
ON DAY OF FIRST APRIL 2010

S.K. Sharma



[Surendra Kumar Sharma]

Anurag Dokania

[Anurag Dokania]



[Devendra Agarwal]

Drafted by
R.K.Mitta & Co., Advocate.
'Hastings Chambers'
7-C, Kiran Shankar Roy Road
Kolkata-700001.

INSTRUMENT "A"

DATED.....DAY

OF.....200

13 SEP 2010



NOTARIAL // Certificate

DATED.....DAY OF.....200

13 SEP 2010



PRABIR KUMAR MITRA
NOTARY PUBLIC, KOLKATA
Professional Address :
CHIEF METROPOLITAN MAGISTRATE COURT
2 & 3, Bank Shall Street, Kolkata-700 001
Resi. : 129, Jessore Road
(Shyam Nagar Bus Stop)
Kolkata - 700 955
Mobile : 98300 60630, 98309 64630 & 9231400618