

Sl. No. 07/12
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 *rent deed of partnership executed by Surendra Kumar Sharma and other partners of "Divya Distributors" at 10, Olive Road, Room no- 206/4, 2nd floor, Kolkata - 70001, and other 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 06th day of September in the year of Christ 20 12



FOR NON AVAILABILITY
NOTARIAL STAMP

PRABIR KUMAR MITRA
(P. K. MITRA)
Notary Regd. No. 17/2000 NOTARY
C. M. COURT
9, BANKSHALL STREET
CALCUTTA-700001

06 SEP 2012



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

M 806536



RECONSTRUCTION OF NEW DEED OF PARTNERSHIP

THIS RECONSTRUCTION OF NEW DEED OF PARTNERSHIP, made
the First day of September two thousand Twelve in continuation of earlier
reconstruction of deed of partnership dated First day of April two thousands
ten.

Contd....P/2

S.K. Sharma (P.K. MITRA)
Notary Regd. No. 17/2000
C. C. M. COURT
8 BANKSHALL STREET
CALCUTTA-700009

Anurag Dolkani

DA SEP 2012

72316

NAME	Surendra kr. Sharma
ADD	10. Clive Row
Rs.	100/-
30 AUG 2012	
SURANJAN MUKHERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Kolkata	

100/-

30 AUG 2012

30 AUG 2012



BETWEEN

Surendra Kumar Sharma son of Sri Chhagan Lal Sharma, Aged-50 years,
residing at 3, Mayfair Road, Block No. 1, Flat No. 4A, Kolkata-700019 OF
THE FIRST PART .

AND

ANURAG DOKANIA, Age-23 years son of Sri Suresh Kumar Dokania,
residing at Dokama Bhawan, Katres Road, Dhanbad, OF THE OTHER
PART .

(Both 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 and 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 .

S.K. Sharma

Anurag Dokania

NOTARY
Regd. No. 112300
D. S. M. CHITRA
8, BANKSHALL STREET
CALCUTTA-700001

(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 .

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

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

(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 profit and loss of the business in the following manner , namely,

(a) Surendra Kumar Sharma 50%.

(b) Anurag Dokania 50%.

(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

S.K. Sharma

Anurag Dokania

10. K. M. 101
NOTARY PUBLIC IN
WEST BENGAL
9, BANK STREET
KOLKATA - 700001

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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 months, or at such time as the partners shall determine , and the net profits shall be divided between the partners as stated herein before .
- (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 by both 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 .

10, MITRA
ROAD No. 11/2000
G. S. ROAD
5, BANGALORE STREET
000001

06 SEP 2012

- (16) If the partnership shall be determined by notice pursuant to the last proceeding clause or dissolved by the death or insolvency of either

SAS. Sharma

Anurag Dolkani

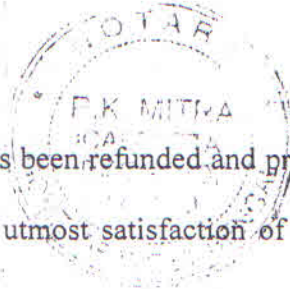
partner or by order of the court the partner to whom notice is given or the surviving or solvent partner or the partner on whose application such order was made as the case may be within 30 days from the giving of such notice or within 15 days from such death or insolvency or the making of such order as the case may be by notice in writing to the other partner or his legal representatives, executor, administrator or receiver elect either to have the partnership wound up pursuant to the provisions of the partnership Act 1932 or to purchase the share of the other partner at the net value there of agreed between the partner giving notice and the other partner or his legal representatives executor , administrator or receiver as the case may be .

(17) All the other matter, for which no provision is made in this deed, shall be decided by both partners .

(18) Mr Devendra Agarwal son of Sri Durga Prasad:Agarwal residing at 170, Bangore Avenue, Block-B, Kolkata-700055 who was partner of 25% profit & loss in reconstruction of New deed of partnership dated 1st April 2010 has served notice U/S 32 (1) (C) of Partnership Act, 1932 to partners in this fresh reconstruction of New deed of partnership to retire from partnership of M/S Divya Distributors on and from first September 2012 . The said desire of Mr Devendra Agarwal to be released and discharged from all liability of the firm .which said existing partners have agreed and accepted. Balance sheet profit and loss has been prepared as on 31st August 2012 and

S.K. Sharma

Anurag Dhanu



introduced capital of Mr Devendra Agarwal has been refunded and profit and loss in his share has been finalized with utmost satisfaction of Mr Devendra Agarwal, out going partner .

(19) It has been amicably settled among Devendra Agarwal retiring partner on 31st August 2012 and existing partners Surendra Kumar Sharma and Anurag Dokania that Devendra Agarwal will relinquish all his right, title interest and 'Locus-Standi' in favour of existing partners of Divya Distributors in following properties .

S.N	Details of Property
1.	Shop No. 1, ground floor Block 'A' Asiatic complex Holding No: 117/1, Andul Road, P.S- Shibpur, Howrah -711103, H.M.C Ward No: 39, area 1321 sq ft.
2.	R.S Plot No. 5/2833 L.R. Plot No: 89 measuring 14 cottahs equivalent to 23.1 decimals of land with tile roofed house, Distt- Burdwan , Police Station- Durgapur , Sub- Division & Add Distt- Sub- Registry office Durgapur ,

P. K. MITRA
Notary Regd No. 17/2000
C. R. M. GURUF
BANKSHALL STREET
HOWRAH - 711003

S.K. Sharma

16 SEP 2012

Anurag Dokania

J. L No:- 68, Mouza- Bhiringi,
R.S- Khatian No. 56 LR Khatian
No. 9005 .

3.

R.S . Plot No. 5/2833 , L.R Plot
No: 89 measuring 17.4545 cottahs
equivalent to 28.8 decimals of land
with tile roofed house , Distt-
Burdwan, P.S- Durgapur, Sub-
Division & Add Distt- Sub
Registry office Durgapur J.L No.
68, Mouza- Bhiringi , R.S-
Khatian No: 56 , L.R Khatian No:
9005 .

4.

R.S. Plot No: 5/2833 L.R. Plot No:
89 Measuring 14 cottahs
equivalent to 23.1 decimals of land
with tile roofed house Distt-
Burdwan, P.S- Durgapur, Sub
Division & Add Dist, Sub Registry
office- Durgapur, J.L No: 68 ,
Mouza - Bhiringi R.S- Khatian
No. 56, LR Khatian No. 9005 .

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F. M. COURT
4, BARRISTER STREET
CALCUTTA

It has been further agreed among Devendra Agarwal and other existing
Partners that Devendra Agarwal will have no claims whatsoever in Assets
property in aforesaid properties stated here in before and Devendra Agarwal
to be released and discharged all rights , title interest or all liability in

S.K. Sharma

Anurag Deka

aforesaid properties on and from first September 2012



(20) Any dispute or differences which may occur between 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 representative and in case of differences of opinion between them, by the umpire selected by them at the commencement of the reference and Arbitrator to be appointed by mutual consent and shall be decided in accordance with Arbitration Act 1940 .

In Witness whereof

Signed, sealed and delivered

1. *Sunil Sharma*
Barrister

S.K. Sharma
[Surendra Kumar Sharma]

2. *Dibendu Baidya*
Nehru, Basoahat, 2A Es(N)

Anurag Dokania
[Anurag Dokania]

(Signature)

(DEVENDRA AGARWAL)
Acceptance of earlier partner of this
Reconstruction of deed of partnership

On Identification, by the Advocate
SIGNATURE ATTACHED BY ME

(Signature)
R.K. MITTAL
Reg. No. 17/2001
CALCUTTA NOTARY PUBLIC

Drafted By *(Signature)*
R.K.Mittal Advocate
R.K.Mittal & Co., Advocates.
'Hastings Chambers'
7-C, Kiran Shankar Roy Road,
Kolkata-700001
Enrolment No: WB/75/82 .

NOTARY PUBLIC
Regd. No. 17/2001
C. M. COURT
BANK STREET
CALCUTTA 700001

01 SEP 2012

RECONSTRUCTION OF PARTNERSHIP
MADE ON DAY OF FIRST
SEPTEMBER 2012

Sis. Sharma

[Surendra Kumar Sharma]

Anurag Dokania.

[Anurag Dokania]

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

INSTRUMENT "A"

DATED.....DAY

OF.....200

06 SEP 2012

With

NOTARIAL / Certificate

DATED.....DAY OF.....20

06 SEP 2012



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