



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 104671

PRM REAL ESTATE PVT. LTD.

[Signature]
DIRECTOR

TIRUPATI PLAZA PVT. LTD.

[Signature]
Director

Radiant Nirman (P) Ltd.

[Signature]
Director

Nilam Agrawal

[Signature]

Ranjana Agrawal

[Signature]

Rival

RECONSTITUTED PARTNERSHIP DEED

1120 - 13.9.19
Sikuri - development
Tammuray Nay
Govt. Charge Vender
Dagagga
Lic. No- 5488M
07 / Darjeeling



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AA 104670

PRIM REAL ESTATE PVT. LTD.

DIRECTOR

TIRUPATI PLAZA PVT. LTD.

Radiant Nirma Director

Ranjana Aggarwal

Director

Nilam Aggarwal

Ranjana Aggarwal

Ranjana Aggarwal

Ranjana

Ranjana

This Deed of partnership made this _____ Day of _____ 20____ at
Siliguri.

1121 13.9.19
Shanti development
inf flg me in dndny
Tammoyoy
Gen. Stamp Vendor
Kalyogra
Lic. No- 50000
07-Darjeeling

2007/26

2007/26

PRM REAL ESTATE PVT. LTD.

TIRUPATI PLAZA PVT. LTD.

Radiant Nirman Director

Director

Nirman Agarwal

Rajjan Agarwal

Sri

Rinal

BY & BETWEEN


1. **M/S PRM REAL ESTATE PRIVATE LIMITED (Previously known as VEDANTA NIKETAN PRIVATE LIMITED)** a Company limited by shares and incorporated under the Companies Act 1956 under CIN U70101WB2007PTC112485 having its registered office at 1st Floor, Kapil Centre, 2nd Mile, Sevoke Road, Siliguri, P.O. Sevoke Road-734001, P.S. Bhaktinagar, District- Jalpaiguri in the state of West Bengal having PAN:AACCV4148F represented by its Director **SRI PREM KUMAR AGARWAL**, Son of Late Gangadhar Agarwal, resident of Shanti Warehousing Corpn, 3rd Mile, Sevoke Road, Siliguri P.O. Salugara-734008, District - Jalpaiguri in the state of West Bengal hereinafter called the **FIRST PARTY/CONTINUING PARTNER** (which expression shall mean and include unless excluded by or repugnant to the context its liquidators, executors administrators representatives and assigns) of the **FIRST PART**.

2. **M/S TIRUPATI PLAZA PRIVATE LIMITED** a Company limited by shares and incorporated under the Companies Act 1956 under CIN U45203WB2005PTC103796 having its registered office at Lower Ground Floor, Orbit Mall, 3rd Mile, Sevoke Road, Siliguri P.O. Salugara-734008, District- Jalpaiguri in the state of West Bengal having PAN:AACCT3538M represented by its Director **SRI SANJAY AGARWAL MITTAL**, Son of Late Gangadhar Agarwal, permanent resident of P.S. Road, Gangtok-737101 in the state of Sikkim hereinafter called the **SECOND PARTY/RETIRING PARTNER** (which expression shall mean and include unless excluded by or repugnant to the context its liquidators, executors administrators representatives and assigns) of the **SECOND PART**.

3. **M/S RADIANT NIRMAN PRIVATE LIMITED** a Company limited by shares and incorporated under the Companies Act 1956 under CIN U45400WB2004PTC098038 having its registered office at 1st Floor, Kapil Centre, 2nd Mile, Sevoke Road, Siliguri, P.O. Sevoke Road-734001,

PRM REAL ESTATE PVT. LTD.


DIRECTOR
TIRUPATI PLAZA PVT. LTD.

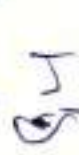

Director
Radiant Nirman (P) Ltd.

Director

Nilam Agarwal



Ranjana Agarwal





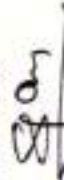
P.S. Bhaktinagar, District - Jalpaiguri in the state of West Bengal having PAN:AACCV4148F represented by its Director **SRI RANJANA AGARWAL**, Wife of Ajay Agarwal, resident of Shanti Warehousing Corpn, 3rd Mile, Sevoke Road, Siliguri P.O. Salugara-734008, District-Jalpaiguri in the state of West Bengal hereinafter called the **THIRD PARTY/CONTINUING PARTNER** (which expression shall mean and include unless excluded by or repugnant to the context its liquidators, executors administrators representatives and assigns) of the **THIRD PART**.

4. SMT. NILAM AGARWAL, Wife of Sri Prem Kumar Agarwal, Hindu by faith, Business by occupation, resident of Shanti Warehousing Corpn, 3rd Mile, Sevoke Road, Siliguri P.O. Salugara-734008, District-Jalpaiguri in the state of West Bengal having PAN: AUXPA2676B hereinafter called the **FOURTH PARTY/CONTINUING PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, administrators and assigns) of the **FOURTH PART**.

5. SANJAY AGARWAL MITTAL, Son of Late Gangadhar Agarwal, permanent resident of P.S. Road, Gangtok - 737101 in the state of Sikkim having PAN: ATEPA8461G hereinafter called the **FIFTH PARTY/RETIRING PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators and assigns) of the **FIFTH PART**.

6. SMT. RANJANA AGARWAL, Wife of Sri Ajay Agarwal, Hindu by faith, Business by occupation, resident of Shanti Warehousing Corpn, 3rd Mile, Sevoke Road, Siliguri P.O. Salugara-734008, District - Jalpaiguri in the state of West Bengal having PAN: ALSPA4933B hereinafter called the **SIXTH PARTY/CONTINUING PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, administrators and assigns) of the **SIXTH PART**.


TIRUPATI PLAZA PVT. LTD. DIRECTOR


Director
Radiant Nirman (P.L.L.)


Director

Nilam Aggarwal



Rajan Aggarwal



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7. **ANUJ KUMAR SINGHAL** son of Anil Kumar Singhal, Hindu by faith, Business by occupation, resident of Flat No.A, 1st Floor, Diamond Tower, North City, 2&1/2 Mile, Sevoke Road, Siliguri P.O. Salugara-734008, District - Jalpaiguri in the state of West Bengal having PAN: DUEPS7985B hereinafter called the **SEVENTH PARTY/INCOMING PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators and assigns) of the **SEVENTH PART**

8. **SMT, RINAL SINGHAL**, Daughter of Manoj Kedia, Wife of Sri Ankit Kumar Singhal Hindu by faith, Business by occupation, resident of Flat No.A, 1st Floor, Diamond Tower, North City, 2&1/2 Mile, Sevoke Road, Siliguri P.O. Salugara-734008, District - Jalpaiguri in the state of West Bengal having PAN: BWQPK5345F hereinafter called the **EIGHTH PARTY/INCOMING PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, administrators and assigns) of the **EIGHTH PART**

WHEREAS the First to Sixth party are carrying on business of Purchase, Sell, Develop, Construct, build or promote take in exchange, or in lease, hire or otherwise acquire any real estate including land, residential, commercial or industrial buildings, factories, cottages, hotels, restaurants, resorts, spa, amusement park, water bodies, sports complex, swimming pools, water parks, hospitals, medical centre, health clubs, gymnasiums, schools, colleges, universities, public utilities, bus stands, taxi stands, parking zones, shopping malls and/or like as well as construct roads, dams, bridges, drains, flyovers, underpasses, over bridges, canals on PPP basis or otherwise including development of colonies and villages at its own or in collaboration with any one whomsoever including government or local authorities in their partnership under the trade name and style of **SHANTI DEVELOPERS**. in partnership at Orbit Mall, 3rd Mile, Sevoke Road, Siliguri P.O. Salugara-734008, District- Jalpaiguri in the state of West Bengal under a Deed of Partnership dated 24th day of January 2015.

PRM REAL ESTATE PVT. LTD.



DIRECTOR
TIRUPATI PLAZA PVT. LTD.



DIRECTOR

Radiant Nirman (P) Ltd.



DIRECTOR

Nilam Agarwal



Ranjana Agarwal



Rinal

AND WHEREAS the Third Party, M/s Tirupati Plaza Pvt. Ltd., and Fifth Party, Sri Sanjay Agarwal Mittal due to their personal reasons decided to retire from the Partnership business at the close of day of **13.09.2019**, served notice to this effect to the other partners as per clause 17 of the Partnership Deed dated 24.01.2015. The continuing partners, for better management and control offered the Seventh Party and Eighth Party to join the business of partnership with effect from 14.09.2019. The Seventh Party & Eighth party being the incoming parties agreed to join the business of partnership. All the continuing/remaining partners viz. First Party, Second Party, fourth Party and Sixth Party hereof and the incoming partners viz the Seventh Party & Eighth Party hereof agreed to the said retirement of the Third Party and Fifth Party from the business of partnership .

AND WHEREAS the partnership accounts ,i.e. Trading & Profit & Loss Account and Balance sheet as on 13th day of September 2019 were made out and it was mutually decided and agreed by all the parties that the amount standing to the credit of Retiring partner- M/S Tirupati Plaza Pvt. Ltd. shall remain either remain pegged in the partnership firm or may be withdrawn by the retiring partner and the amount standing to the credit of Retiring partner- Sri Sanjay Agarwal Mittal shall either be paid off immediately or shall remain the partnership firm as temporary loan.

AND WHEREAS it was also mutually decided by all the partners that out of the Share of the Third party- M/S Tirupati Plaza Pvt. Ltd. 16% shall devolve upon the Seventh Party Party- Sri Anuj Kumar Singhal and remaining 7% shall devolve upon the Eighth Party - Smt. Rinal Singhal. The entire share of Fifth party, Sri Sanjay Agarwal Mittal shall devolve upon the Eighth Party - Smt. Rinal Singhal.

PRM REAL ESTATE PVT. LTD.

TIRUPATI PLAZA PVT. LTD.

DIRECTOR

Radiant Nirman

Ranjana

Director

Nilam Approval

Ranjana

Rinal

AND WHEREAS, all the parties deemed it expedient to place on record the terms and conditions of the reconstituted partnership subject to and in accordance with which the affairs of the firm and the mutual relationship between the partners shall be conducted and regulated.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. **THAT** the Re-Constitution of the partnership shall be deemed to have commenced on and from **14th Day of September 2019** and/or the date as to be decided by the partners mutually.
2. **THAT** the partnership shall be continued for the period of **WILL** of the partners and it shall be a partnership at **WILL**.
3. **THAT** the business of partnership shall continue to be to carry on the business of Real Estate Promoters & Developers as described hereinabove . The partners by mutual consent may change line of business from time to time. The partnership business shall continue to be carried on under the name and style of **SHANTI DEVELOPERS**. The principal place of business henceforth will be at 1st Floor, Kapil Centre, 2nd Mile, Sevoke Road, Siliguri P.O. Sevoke Road-734001, District-Jalpaiguri in the state of West Bengal. The partners may change the name and/or place of business by mutual consent from time to time.
4. **THAT** the capital of partnership business shall be contributed/provided by the partners from time to time as and when required and the capital so contributed/provided by the partners shall bear interest at the maximum rate of 12% p.a. and/or at the rate as to be decided by the partners in view of the provisions of Income Tax Act.

PRM REAL ESTATE PVT. LTD.

TIRUPATI PLAZA PAPERWORK

Radiant Nirman Director

Ranjana Agarwal
Director

Nilam Agarwal

Ranjana Agarwal

Sri Anuj Kr. Singhal

Rinal Singh

5. **THAT** the amount of interest payable on capital as mentioned in clause above shall be credited to the respective partners capital account at the close of the year and the fact of the credit and/or payment as recorded in the books of accounts of the firm shall be deemed to be the consent of the parties as specified and authorized by this clause of partnership deed.

6. **THAT** in addition to the capital so contributed/provided by the partners, the parties hereto this deed of partnership shall be entitled to borrow loans as working capital as well as Block capital if required from any individual, firms, companies, Financial institutions such as WBFC, RBI, Exim Bank and/or any other Bank(s) as the case may be, whether secured and/or unsecured with the consent of all the partners on the terms and conditions as decided by them mutually and/pay interest accordingly.

7. **THAT** all transactions done by any of the partners on behalf of the firm before execution of this partnership deed shall be binding on the partnership firm **SHANTI DEVELOPERS**.

8. **THAT** the profit and loss including capital gains or losses shall be divided and borne by the partners in following proportions:-

First Party	-	PRM Real Estate Pvt. Ltd	-	24%
Third Party	-	M/S Radiant Nirman Pvt. Ltd.	-	23%
Fourth Party	-	Smt. Nilam Agarwal	-	10%
Sixth Party	-	Smt Ranjana Agarwal	-	10%
Seventh Party	-	Sri Anuj Kr. Singhal	-	16%
Eighth Party	-	Smt. Rinal Singh	-	17%

PRM REAL ESTATE PVT. LTD.

TIRUPATI PLAZA PVT. LTD.

DIRECTOR

[Signature]

Radiant Nirmala (Proprietor)

[Signature]

Director

Nilam Agarwal

[Signature]

[Signature]

[Signature]

[Signature]

9. THAT working partner(s) shall be paid salary/remuneration which shall be computed in accordance with section 40 (b) (v) of the Income Tax Act 1961 and as reproduced below:-

METHOD OF COMPUTATION


If Book Profit is negative	Rs.1,50,000/-
If Book Profit is positive On first Rs. 3,00,000/- of Book Profit	Rs.1,50,000/- or 90% of Book Profit, whichever is more.
On the balance of Book Profit	60% of Book Profit

Provided that if there is any amendment in the above given method of computation as laid down in sub clause (v) of clause (b) of Section 40 of the Income Tax Act, the same shall also stand substituted accordingly in the Deed of Partnership with effect from the date of such amendment, unless otherwise decided by the Partners.

10. THAT the amount of salary and/or remuneration payable to the partner(s) as stipulated in clause 9 above shall be credited to the respective partners capital account at the close of the year and the fact of the credit and/or payment as recorded in the books of accounts of the firm shall be deemed to be the consent of the parties hereto as specified and authorized by this clause of partnership deed.

11. THAT bank Accounts of the firm **SHANTI DEVELOPERS** shall be either be operated jointly as well as severally as may be decided by the partners by their mutual consent. Partners shall be entitled to open new bank accounts as and when required and the same shall also be operated jointly as well as severally as may be decided by the partners by their mutual consent.

PRM REAL ESTATE PVT. LTD.


DIRECTOR
TIRUPATI PLAZA PVT. LTD.


DIRECTOR
Radiant Nirman (P) Ltd.

Ranjana Aggarwal

Director

Nilam Aggarwal



Ranjana Aggarwal



Rinal

12. **THAT** the partners jointly as well as severally as may be decided by the partners by their mutual consent shall be entitled to sign on behalf of the firm in all Agreements, Deed of Conveyances, applications, affidavits and all other documents and papers in connection with business of the firm.

13. **THAT** any of the partners to this deed shall be entitled to apply to the appropriate authorities of the Central Govt. and/or the State Govt. as the case may be in respect of licenses, permits, Quotas for the purpose of the business. And that the signatory partner to this application shall also be entitled to sign all documents, forms, etc. in that connection. Any of the partners shall be entitled to sign all application, returns, appeal petitions, objections and all other papers & documents relating to Income Tax, Sales Tax, Central Excise, Profession Tax, Labour Commissioner office, Siliguri Municipal Corporation, Siliguri Jalpaiguri Development Authority, B.L.& L.R.O. and all other offices of central or State Govt. and any statutory body.

14. **THAT** the partners in anticipation of profits shall be allowed to make such drawings from the partnership funds as they may agree from time to time and the amounts so withdrawn by the partners shall be debited to their respective capital accounts.

15. **THAT** the all books of accounts of the partnership business shall be kept at the place of the business and shall not be removed from that, without the consent of all the partners and also they shall be open for inspection in usual working hours by the partners who shall be entitled to take the extracts and copies thereof.

16. **THAT** all the partners shall act for the common benefit of the partnership firm.

PRM REAL ESTATE PVT. LTD.

TIRUPATI PLAZA PVT. LTD.

Radiant Nirmand Director

Director

Nilam Agarwal

Rajana Agarwal

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17. **THAT** annual accounts of partnership business shall be taken on the 31st day of March each year and the statement of assets & liabilities and profits & losses shall be prepared accordingly.

18. **THAT** each partner shall regularly pay and discharge their separate debts and liabilities and shall indemnify the firm against the same.

19. **THAT** every partner shall be just and faithful to each other in all transaction relating to the business and shall render a true and fair account of all dealing of the partnership business.


20. **THAT** in case of any partner desirous of retiring from the partnership business it shall be required to give at least one month's notice in writing of its intention to do so. Partners by mutual consent may introduce new partner(s) in the partnership business on such terms and conditions as may be agreed upon.

21. **THAT** each of the partner shall have full authority to institute, prosecute, defend, discontinue, withdraw and compromise any suit or other legal proceedings in any Civil or Criminal Court or before Income-tax, Commercial Tax Authorities or any other office or court and to sign, verify and present any plaint, petition, written statement, return, application for revision or review, memorandum or appeal and any other documents and to file tender agreement, quotation, etc. and to receive, withdraw, demand and recover any money or dues of the firm from any office, court, person corporation, bank, Central and State Government, Society, Railways or any other body or individual and to appoint, empower or remove any legal practitioner and to execute all acts and deeds on behalf of the firm and bind other partners in all matters relating to partnership always in good faith and to keep other partners fully informed about them.

TIRUPATI PLAZA PVT. LTD.


Director

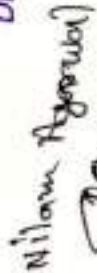
PRM REAL ESTATE PVT. LTD.


DIRECTOR

Radiant Nirman (P) L'a


Director

Director


Nilam Agarwal


Rajana Suresh


R. V.


Rinal


Rinal


22. **THAT** no partner shall sale, assign, mortgage or otherwise transfer his share in the partnership to the outsider without the consent of the other partners hereto. In case any partner desires to sale, assign, transfer or mortgage its/his/her share or any part thereof in partnership, it shall first offer the same to the existing partners and if existing partners is/are not interested in the said assignment, the said transferring partner may then with the consent of the other partners, sale, assign, transfer or mortgage its share in the partnership to the outsiders.

23. **THAT** none of the partners shall be entitled to dissolve the partnership but if it so chooses, it may retire from the partnership by giving one month's notice in writing to the other partners of its intention to do so. In that event, the other continuing partner shall be at liberty to continue the business of the partnership and be also at liberty to admit such other person or persons to the partnership as may be thought fit and proper by it. The retiring party shall execute all such deeds and assurances as may be necessary to clothe the continuing partner to carry out the engagements of the firm.

24. **THAT** the partnership business shall not stand dissolved on the liquidation/insolvency or other incapacity of any party hereto but may be carried on by the surviving or other partner together with the legal representatives or successors in office of the liquidated/insolvent/incapacitated or such out-going partner on the same terms and conditions unless otherwise agreed upon between it and such legal representatives or successors in office.


25. **THAT** in the event of the retirement of any partner or the legal representatives or successors in office not joining the firm as partner in the circumstances mentioned in clause above, the retiring partner or the legal representatives or successor in office, as the case may be, shall be

TIRUPATI PLAZA PVT. LTD.


Director
PRM REAL ESTATE PVT. LTD.


DIRECTOR
Radiant Nirman (P) Ltd.


Director
Nilam Agrowal


Nilam Agrowal


Nilam Agrowal


Nilam Agrowal


Nilam Agrowal

entitled to get share of profit up to the date of retirement or date of happening of event by which the party concerned become incapacitated to continue as a partner and the capital contributed by such out-going partner as may appear in the books of the firm on the date of such event, such dues shall be paid within such period and may carry such interest, until repayment, as may be determined mutually by the continuing partners and the retiring partner or such legal representative or successors in office, as the case may be.

26. **THAT** all disputes and differences that may arise between the partners and/or their representatives or assigns whatsoever concerning partnership, shall be referred to the arbitration of an arbitrator appointed by the partners under the relevant provisions of the Arbitration Act and decision of the arbitrator in that event shall be binding on the Firm and the partners thereof.

27. **THAT** subject to the other clauses of the deed in case of any change in the constitutions of the firm either by way of retirement or dissolution or in any other manner, the goodwill will be valued under mutual consent of the parties hereof.

28. **THAT** the partnership shall be governed by the Indian partnership Act 1932 as amended from time to time with respect to those matters not specifically provided hereinabove.

29. **THAT** the change in constitution of the said partnership hereby effected shall be notified to all concerned authorities/institutions and the Retiring Partner shall co-operate with the continuing partner in smoothly running the partnership business.

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE PUT THEIR RESPECTIVE HANDS ON THIS PARTNERSHIP DEED IN THE PRESENCE OF THE WITNESSES ON THE DAY, MONTH AND THE YEAR ABOVE MENTIONED.

WITNESSES:-

1 Sanjay Kumar Rawat
S/o, U. K. L. Rawat
Flat No. 2E, Block-20,
Shantiniketan, Subhutaranga,
Near NBMC, Siliguri-12.

PRM REAL ESTATE PVT. LTD.

[Signature]
DIRECTOR
(FIRST PARTY/CONTINUING PARTNER)
(M/S PRM Real Estate Pvt. Ltd.)

TIRUPATI PLAZA PVT. LTD.

[Signature]
Director
(SECOND PARTY/RETIRING PARTNER)
(M/S Tirupati Plaza Pvt. Ltd.)

2 Jyoti Prasad Das S/o.
Rajendra Lal Das,
Gyan Chakraborty Road
No-46, Near Kanchari police
Station, P.O. + P.S. Kanchari
Bazar, Dist. Dajibazar,
W.B. - 734003.

[Signature]
DIRECTOR
(THIRD PARTY/CONTINUING PARTNER)
(M/S Radiant Nirman Pvt. Ltd.)

[Signature]
Nilam Agarwal
(FOURTH PARTY/CONTINUING PARTNER)
(Smt. Nilam Agarwal)

[Signature]
(FIFTH PARTY/RETIRING PARTNER)
(Sri Sanjay Agarwal Mittal)

[Signature]
(SIXTH PARTY/CONTINUING PARTNER)
(Smt. Ranjana Agarwal)

[Signature]
(SEVENTH PARTY/INCOMING PARTNER)
(Sri Anuj Kumar Singhal)

[Signature]
(EIGHTH PARTY/INCOMING PARTNER)
(Smt. Rinal Singhal)

Identified by Me:-

Drafted, Read over & Explained by

Me and Typed in my Office

Himadri Mohanta

[Signature]
Enrol No. F/1048/11/11

Advocate Siliguri

HIMADRI MOHANTA, ADVOCATE