

RISAV RUJ

Notary
Government of India

Govt. of India Regd. No. : 21432
Professional Address :
Purba Barddhaman District Judges'
Court, Barddhaman, W.B.
Mob : 94741 79031

NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, *Risav Ruj*, duly appointed by the Government of India as NOTARY in an throughout Burdwan District Judges' Court (West Bengal) at present both Purba Barddhaman District Judges' Court and Paschim Barddhaman District Judges' Court, practising in Burdwan District i.e., presently Purba and Paschim Barddhaman District of the State of West Bengal, within the Union of India, do hereby verify, authenticate, certify, attest declare as hereunder the execution of the instrument annexed hereto marked 'A' on its being executed / admitted and identified by the respective signatories to the matters contained therein, presented before me by the "Executants": ① *Debasis Samanta* ② *Taraknath Samanta* ③ *Suchismita Samanta* as Per Annexure 'A' Identified by *A. K. Pal* advocate Burdwan District Judges' court Purba Barddhaman west Bengal

Herein after referred as the "Executant(s)" on the *20* day of *01* in the year Two Thousand *21*

THE "EXECUTANT (S)" having admitted the Execution on the Paper Writings "A" in respective hand(s) in the presence of the witness(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" "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 occasion shall or my require.



IN FAITH AND TESTIMONY WHEREOF, I the said Notary, have hereinto set and subscribed my hand and affixed my Notarial Seal of office at Purba Barddhaman on the *20* day of *01* in the year of Two Thousand *21*

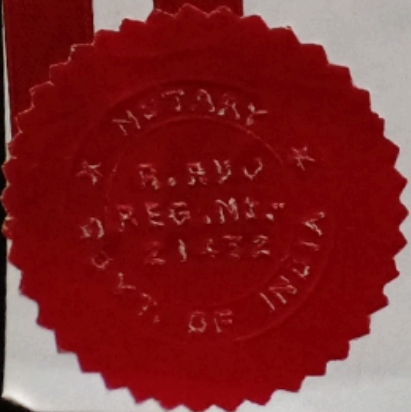
Risav Ruj
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Notary

Government of India
Khalui Bill Math
2nd lane, Barddhaman
Purba Barddhaman
West Bengal-713101

e-mail : risavrujburdwan@gmail.com

Risav Ruj
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NOTARY
KHALUI BILL MATH, 2ND LANE
PURBA BARDHAMAN DISTRICT, W.B.
REGD. NO-21432

20 JAN 2021



भारतीय गैर न्यायिक



INDIA NON JUDICIAL

ANNEXURE-'A'



पश्चिम बंगाल WEST BENGAL

46AB 854913

Debari Samanta

Imranath Samanta

Suchismita Samanta

DEED OF RECONSTITUTION OF PARTNERSHIP

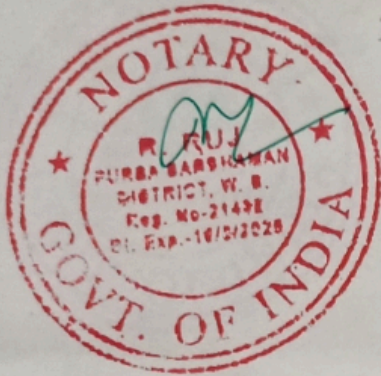
This Deed of Reconstitution of Partnership is made on 20th Day of January, 2021.

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RISAV RUJ
 NOTARY
 KHALIBILL MATH, 2nd LANE
 PURBA BARDHAMAN DISTRICT, W.B.
 REGD. NO-21432

Debasis Samanta.
Tarakanath Samanta
Suchismita Samanta

By and Between



1. **SRI DEBASIS SAMANTA, PAN AVOPS7016H**, son of Late Kali Charan Samanta, aged about 54 years, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Shankharipukur, Bardhaman, P.O. Sripally, P.S. Burdwan, Dist. Purba Bardhaman, PIN 713103, (hereinafter referred to as the **FIRST PARTY**, (which expression shall, unless repugnant to the context, be mean include his legal heirs, executors, successors, assignees) **OF THE FIRST PART**.
2. **SRI TARAKNATH SAMANTA, PAN AVOPS7015E**, son of Late Kali Charan Samanta, aged about 59 years, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Shankharipukur, Bardhaman, P.O. Sripally, P.S. Burdwan, Dist. Purba Bardhaman, PIN 713103, (hereinafter referred to as the **SECOND PARTY**, (which expression shall, unless repugnant to the context, be mean include his legal heirs, executors, successors, assignees) **OF THE SECOND PART**.
3. **SMT. SUCHISMITA SAMATA, PAN AMZPS9150J**, wife of Sri Tarakanath Samanta, aged about 47 years, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Shankharipukur, Bardhaman, P.O. Sripally, P.S. Burdwan, Dist. Purba Bardhaman, PIN 713103, (hereinafter referred to as the **THIRD PARTY**, (which expression shall, unless repugnant to the context, be mean include his legal heirs, executors, successors, assignees) **OF THE THIRD PART**.

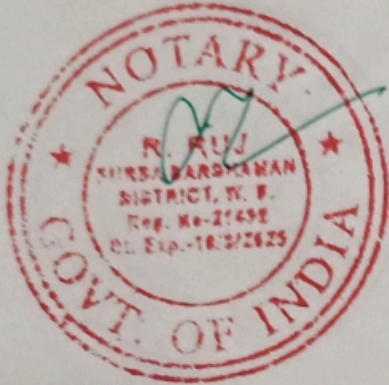
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Suchismita Samanta

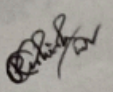


WHEREAS Party as First Part and Second Part being acquainted with each other has established a firm namely 'M/S SAMANTA HOUSING DEVELOPER' by executing a Partnership Deed on 25/04/2016, for the purpose of running a business of real estate, with registered office at Vill. & P.O. Raina, P.S. Raina, Dist. Purba Bardhaman, PIN 713421 and its branch office has been operated at Golahat, Shankharipukur, Bardhaman, P.O. Sripally, P.S. Burdwan, Dist. Purba Bardhaman, PIN 713103.

AND WHEREAS in the said firm, Party First and Second have been settled the share of profit and loss as 50% & 50% respectively, but during period of running of the business, the partner of the firm have decided to take new partners for running of the real estate business smoothly, while the continuing partners are also involved at their own business for which a new partner is necessary to run the real estate business smoothly.

AND WHEREAS the Third Part of this deed, the parties hearing the matter in respect of the necessity of the firm as well as the institution, from the close circle and she has also interested to include own self to the business of real estate namely 'M/S SAMANTA HOUSING DEVELOPER' being the partner of the firm, as such with the need of the firm, the part of the Third expressed her desire to the part of First & Second, that she is interested to be the partner to the firm namely 'M/S SAMANTA HOUSING DEVELOPER'.

AND WHEREAS in a sitting the parties of First, Second & Third make shake their hands with settling some terms and condition with a new form as well as


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reconstitution of partnership of the firm namely 'M/S SAMANTA HOUSING DEVELOPER' and to avoid all such future complication, differences and misunderstanding in respect of terms and conditions of the firm, the parties are ready to put all terms and conditions by writing by this Deed.

NOW THIS PARTNERSHIP WITNESSETH AS BELOW:

1. That the partnership firm shall carried under the name and style of 'M/S SAMANTA HOUSING DEVELOPER', which already has been present and there is no need to change the name of the firm.
2. That the registered office of the firm is continuing with address of Vill. & P.O. Raina, P.S. Raina, Dist. Purba Bardhaman, PIN 713421 and its branch office has been operated at Golahat, Shankharipukur, Bardhaman, P.O. Sripally, P.S. Burdwan, Dist. Purba Bardhaman, PIN 713103 and such address may be changed in several places according to decision of the partners.
3. That such partnership firm is continuing with the part of First & Second, but the Third Part is entering with a big amount of capital by taking the half share of Second Part.
4. That according to present condition, the share of partners' in profit and loss of firm shall run as follows:

a) First Partner Debasis Samanta	50%
b) Second Partner Taraknath Samanta	25%
c) Third Partner Suchismita Samanta	25%

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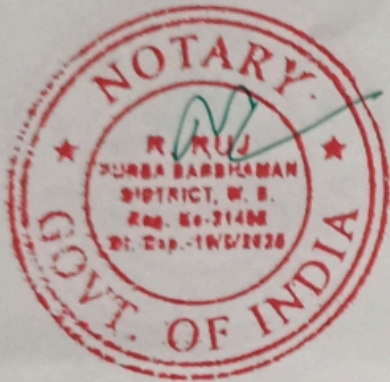
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The partners have agreed with such distribution of profit and loss of the firm with effect from the date of execution of this deed in the aforesaid.

5. That in the partnership, no partner shall have right to withdraw any amount of profit from the business, while with decision of all partners, the amount may withdraw.
6. That the Bank Account is running in name of the firm i.e. 'M/S SAMANTA HOUSING DEVELOPER' and such account shall operate by all partners and/or First and Second Part after execution of this deed as signing authority and after execution of this deed the partners shall have right to open any bank account in different bank authority as their decision.
7. That the firm shall be lead by First and Second partner and shall have right to raise funds from any financial institution by taking loan and the partner of the First Part shall perform as the Managing Partner by representing the Firm to all institution as well as Government, Semi-Government, Non-Government and any other authority as well as to all the representation of the society and private authority as well as to the intending purchaser of any unit for the purpose of transfer of any agreement and conveyance deed.
8. That the financial year of the firm will be continued from **1st April** of each year to **31st March** of the following year and the books of account of the firm shall be kept and maintained as per English system of book keeping.
9. That at the end of each accounting year, balance sheet of the partnership firm shall be prepared and the profit and



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loss shall be ascertained in case of profit it will be credited in the respective share of partners and in case of loss it will be debited accordingly.

10. That the books of account shall be maintained under the care and supervision of an accountant to be appointed by all the partners, while if there be any objection may raise by any partner, such objection should be given within ten days from the date of entry of any account and after completion of ten days, no kind of objection of any partner shall be sustained and after completion of balance sheet, the lion share of partners shall put their respective signature in the balance sheet.
11. That all kinds of documents i.e. deed of partnership, lease deed as well as books of accounts shall kept in registered office of the firm as mentioned above and all partners shall have right to verify as well as taking any copy of any documents within working hour of each day.
12. The each partner shall be just and faithful to the other partner and all such documents will be kept as open to each partner and no one shall have right to conceal any matter from any partner.
13. That the partners of First and Second Part shall take all the managing right to look after the firm and the business, while the Third Part shall be continued as the sleeping partner of the firm.
14. That after execution of this Deed, all the partners shall maintain the salary in the meaning of Sec. 40(b) of Income Tax Act and such would be Rs. 20,000/- (Twenty



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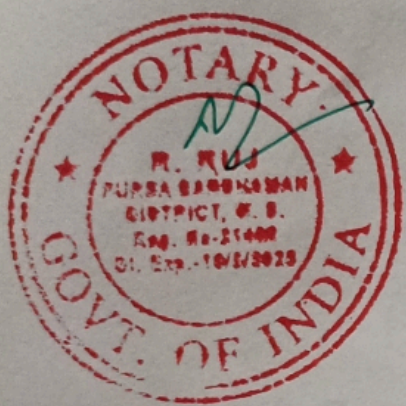
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Thousand) only per month, but it may be increased and decreased according profit and loss of the firm.



15. That this partnership firm shall be continued according to such terms and conditions of the partnership deed as prepared at the time of foundation and such may amended by the partner of the firm in future by feeling of necessity.

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

Drafted by me & typed in my office
Ashish Kr. Das
Advocate

R. Ruj
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