

Kanchan Bhadra
Advocate

NOTARY
GOVT. OF INDIA



Serial No.

Date. 9/11/2023

* Office Address :
Hawker's Corner, Stall No. B/33
Near "Gana Natya" Office
No.1 Rail Gate, P.O. Siliguri
Dist. Darjeeling, Pin - 734001
Contact No. 9434871863

* Residence :
"Matri Bhawan"
Bhaklinagar (West), Deshpriya Sarani
W-No. 34, Near sahsangha Ashram &
Behind Aurobindha Society
P.O. Bhaklinagar, Dist. Jalpaiguri
Pin - 734007
Contact No. 9434871863

Notarial Certificate

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

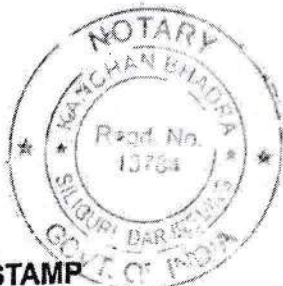
TO ALL TO WHOM THESE PRESENTS shall come I, **Kanchan Bhadra**,
duly authorised by the Government of India to practise as a NOTARY do hereby verify,
authenticate, certify, attest as under the execution of the instrument annexed here to
collectively marked "A" on its being executed, admitted and identified by the respective
Signatories and as also by Mr./Mrs./Miss. *S. Paul*
advocate, as to the matters contained therein, presented before me.

Accordingly to that this is to certify, authenticate and attest that the annexed instrument
"A" is the :

'Reconstituted Deed of Partnership'

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure to
serve and avail as needs or occasions shall or may required for the same.

In faith and testimony whereof being required of Notary, I, the said Notary
do hereby subscribe my hand and affix my seal of office at Siliguri on this the
..... day of 20.23



NOTARY STAMP

Kanchan Bhadra
NOTARY
Reg. No. 13784/2018
Siliguri, Dist. Darjeeling

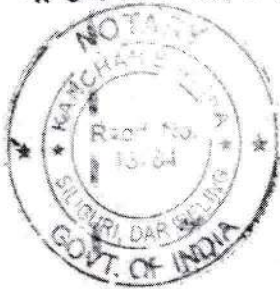
The Executant/s is / are identified by me :

Kanchan Bhadra
Advocate



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 164256



1. *[Signature]*
2. Damilée Mondhoyani
3. *[Signature]*
4. Nilam Mondhoyani
5. Shanti Mondhoyani

RECONSTITUTED DEED OF PARTNERSHIP

Cont. ...

[Signature]
KANCHAN BHADRA
Notary, Siliguri
Appd by Govt. of India

NON JUDICIAL STAMP

Sl. No. 912 Dated 13/10/2023

Sold To Thulal Buidhar

Address

Stamp Value of Rs. 50/- Rupees Fifty/-

(RITA CHAKI)

Stamp Vendor

Licence No. 347 / RM

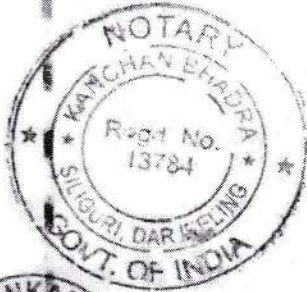
A.U.S.R. Office, Bagdogra

Darjeeling



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 406034



1. A + 9/10/2023

2. Damila Mandhyani

3. হেয়ারী দেবী

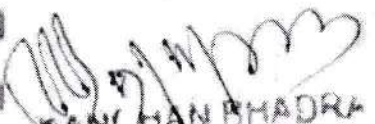
4. Nulam Mandhyani

5. Bharti Mandhyani

THIS INDENTURE MADE ON THIS THE 13TH DAY OF OCTOBER, 2023

BETWEEN

Cont. ...


KANCHAN BHADRA
Notary, Siliguri
Appointed by Govt. of India

NON JUDICIAL STAMP

Sl. No. 913 Dated 13/10/2023

Sold To Thulal Builders

Address Sg.

Stamp Value of Rs. 100/- Rupees. Hundred

R. Chaki
(RITA CHAKI)

Stamp Vendor

Licence No . 347 / RM

A.U.S.R. Office, Bagdogra

Darjeeling



Harpal Das
Namita Mandhyani
Sri Amit Kumar
Neelam Mandhyani
Bharti Mandhyani

SRI AMIT KUMAR MANDHYANI (PAN-ADVPM9453H), s/o Sri Harpal Das Mandhyani, Hindu by religion, business by occupation, resident of H. D. Villa, Sukanta Sarani, Near Alu Choudhury More, Babupara, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, PIN – 734004 hereinafter called the **First Party** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, legal representatives, administrators and assigns) of the **First Part**.

AND

SMT. NAMITA MANDHYANI (PAN-AJWPM8592J), w/o Sri Amit Kumar Mandhyani, Hindu by religion, business by occupation, resident of H. D. Villa, Sukanta Sarani, Near Alu Choudhury More, Babupara, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, PIN – 734004 hereinafter called the **Second Party** (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, legal representatives, administrators and assigns) of the **Second Part**.

AND



SMT. DROPADI DEVI (PAN-ACUPD9242M), w/o Sri Harpal Das Mandhyani, Hindu by religion, business by occupation, resident of H. D. Villa, Sukanta Sarani, Near Alu Choudhury More, Babupara, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, PIN – 734004 hereinafter called the **Third Party** (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, legal representatives, administrators and assigns) of the **Third Part**.

AND

SMT. NEELAM MANDHYANI (PAN-ADVPM9455B), w/o Sri Anil Kumar Mandhyani, Hindu by religion, business by occupation, resident of H. D. Villa, Sukanta Sarani, Near Alu Choudhury More, Babupara, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, PIN – 734004 hereinafter called the **Fourth Party** (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, legal representatives, administrators and assigns) of the **Fourth Part**.

AND

SMT. BHARTI MANDHYANI (PAN-AJWPM8591M), w/o Sri Ajay Kumar Mandhyani, Hindu by religion, business by occupation, resident of H. D. Villa, Sukanta Sarani, Near Alu Choudhury More, Babupara, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, PIN – 734004 hereinafter called the **Fifth Party** (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, legal representatives, administrators and assigns) of the **Fifth Part**.

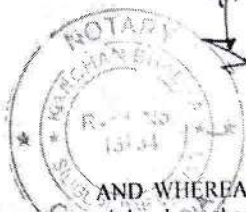
AND WHEREAS the said First Party and Second Party are Partners of **M/S JHULELAL BUILDERS** of H. D. Villa, Sukanta Sarani, Near Alu Choudhury More, Babupara, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, PIN – 734004 vide Partnership Deed dated 26.07.2021 and doing the business of Construction and Development, Promoting and various contract works etc.

AND WHEREAS due to requirement of more funds to be introduced in the business and to run the business smoothly, the said First Party and Second Party were in search of new partners for the business and offered the said Third Party, Fourth Party and Fifth Party to join the Partnership as partner.

AND WHEREAS the said Third Party, Fourth Party and Fifth Party were in search of similar types of business to start with and are looking for partners, agreed to join hand with the **FIRST PARTY & SECOND PARTY** and have become partners of the said partnership w.e.f. 13.10.2023

Kanchan Bhadra
Notary, Siliguri
Approved by Govt. of India

Cont. ...



1. *[Signature]*
2. *Namita Mondhyani*
3. *[Signature]*
4. *Nulam Mondhyani*
5. *Bharti Mondhyani*

AND WHEREAS in order to avoid future dispute and difference which may arise amongst the partners, it has been thought fit, proper and justified by the partners to have a written Deed of Partnership incorporating the terms, conditions and stipulation of the partnership.

NOW THIS DEED WITNESSES AS UNDER:

1. NAME AND ADDRESS OF THE FIRM:

That the name and style of the Partnership firm shall be "JHULELAL BUILDERS" having its principal office at H. D. Villa, Sukanta Sarani, Near Alu Choudhury More, Babupara, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, PIN - 734004.

The office of the firm may however be changed at any other place with the mutual consent of all the partners. The parties hereto may, with the consent of each other, open branch or branches or units anywhere in India and likewise close it.



NATURE OF BUSINESS:

That the partnership business shall be to carry on the business of Construction and Development, Promoting and Contractory.

The parties hereto shall always be competent to extend their business in any other line or lines as they decide from time to time.

3. DURATION:

That the partnership shall remain enforced for indefinite period until the same is dissolved by the mutual consent of all the partners.

4. CAPITAL AND LOANS:

That the amount standing credit/ debit in the capital account of the existing partners as on date will continue as the capital of existing partners.

Future capital as well as further fund / funds as may be required for the purpose of the business shall be contributed or arranged by all the Partners in such manner as mutually agreed upon by and between the partners from time to time.

That investment made by the Partners shall bear interest at the rate of 12% p.a. or as prescribed by the Income Tax Act.

However in case of loss or lower income, the rate of interest may be nil or lower than 12% as may be agreed amongst the partners from time to time.

If any partner contributes his/her share of capital by obtaining loan and for that individual loan, the Firm shall not be liable and responsible in any way.

5. SHARE OF PROFIT AND LOSS:

The share of parties in profit and losses after deducting all expenses including remuneration and /or interest payable to the partners of the Firm shall be as follows :-

[Signature]
NANCAN BUAORA
Notary, Siliguri
Approved by Govt. of India

Cont. ...

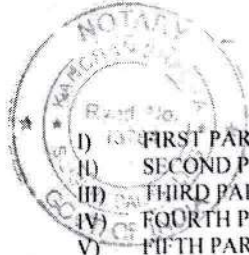
At 9 am

2. Namita Mondhyani

3. Rishi Singh

4. Neelam Mondhyani

5. Bharti Mondhyani



- I) FIRST PARTY - 20% share;
- II) SECOND PARTY - 20% share;
- III) THIRD PARTY - 20% share;
- IV) FOURTH PARTY - 20% share;
- V) FIFTH PARTY - 20% share;

6. REMUNERATION:

That the FIRST PARTY shall hereto have agreed to keep himself actively engaged in conducting the daily business activities of the Partnership Firm as working partners within the meaning of Income Tax Act and all other partners will be the sleeping partners. It is hereby agreed that only the FIRST PARTY of the Partnership Firm shall be entitled to remuneration. The Remuneration amount will be decided by the partners mutually.

The remuneration payable to the said working partner shall be credited to his capital account at the end of the financial year.



DRAWINGS:

That every partner may draw out money for personal expenses which shall be debited to their respective capital accounts/Drawing Accounts/Current Accounts as the case may be. Interest on such drawings shall be charged at the same rate as will be given to the partners in the relevant year on their capital.

8. BANK ACCOUNT AND OPERATION :

- (a) That the partners may open one or more bank account in the name of the Partnership Firm in any bank or banks or any other financial institutions, only if they decide so.
- (b) All cheques, money, bank drafts and other securities belonging to the Firm shall be paid and deposited with the said bank or banks as the case may be.
- (c) All the bank accounts of the firm including loan account/ accounts, if any, shall be operated by any one of the partners singly. Also all the cheques and negotiable instruments on partnership account shall be signed by the said partners in the manner as mentioned above.

9. ACCOUNTING YEAR AND ACCOUNTS:

- (a) The accounting year of the partnership business shall be financial year i.e. commencing from 1st day of April and ending on 31st day of March every year.
- (b) The firm shall maintain proper books of account and the books of account, bills, vouchers etc. shall be maintained at the principal place of business and each partner or by their duly authorised agent shall be at liberty to examine, inspect and take copies and extract during all reasonable hours.
- (c) At the end of every year during the continuance of partnership business, a general account shall be taken of the income and expenditure of the Business and a just and proper valuation shall be made of all the assets and liabilities of the firm and shall be signed by the partners.

10. MANAGEMENT:

That the business of the Firm shall be managed and controlled by the first party after taking consent from all the parties.

(Signature)
KANCHANSHADRA
Notary, Siliguri

1. At 9/11/2011
 2. Namita Mandhyan
 3. Rina 2011
 4. Nulom Mandhyan
 5. Bharti Mandhyan

11. RETIREMENT/DISSOLUTION:

That if any partner(s) is willing to retire from the firm he/she may do so by giving two months notice in writing to the other partners and in such event the remaining partner(s) may carry on the business in his/her proprietorship or may reconstitute the firm in the manner he/she likes/like.

That in the event of death of any of the partners, which God may forbid, the firm shall not be dissolved. The business shall be carried on by the surviving partners by reconstituting the firm by admitting the legal representative of the deceased partner. If the legal representative of the deceased partner not so willing, the business shall be carried on by the surviving partners as they may deem fit.

12. MISCELLANEOUS:

- (a) No partner shall be entitled to sell, mortgage his/her share of the firm to any outsider without the written consent of the other partners.
- (b) None of the partners shall be entitled to obtain any loan or sell, purchase any Security or Credit in the name of the Firm without any written authority.
- (c) That it shall be duty of every partner to pay his/her separate debts punctually so that the partnership firm may not suffer attachment, seizure or sale of the partnership property. Every partner shall indemnify the other partner for any loss or damage caused to the partnership firm by his/her willful neglect or conduct.
- (d) That the partnership shall be deemed to be continued on the admission of a fresh partner or partners provided the admission is mutually agreed and approved by all the partners.
- (e) Any of the terms may be varied, altered, amended, substituted and added by the mutual consent of both the partners in writing.
- (f) Any partner may sign and present Bill for payment to the authority concerned and grant for such payment for and on behalf of the firm.
- (g) No partner shall without the consent of the other partners do any act or thing whereby partnership assets of his or her interest thereon shall become liable for any private debt or obligation.
- (h) None of the partners shall without the consent in writing of the other partners dispose off by sell, mortgage or otherwise any of the interest in the partnership.
- (i) That the partner shall carry on the business of the firm to the greatest common advantages and the partners shall be just and faithful to such other and shall also render true account and full information affecting the firm to the other partners.

No partners shall derive any profit for himself either from any transaction of the firm or from the use of the property of the firm or firm name.

- (j) That the partners shall have full authority to institute, prosecute, defend, discontinue, withdraw or compromise any suit or legal proceedings in any Civil Court or Income Tax, Goods and Service Tax or other Authority(s) or in any other office or court and to sign, verify or present plaint, petition, written statement, return, application for revision or review, memorandum of appeal or any other document and to file tender agreement, quotation etc. and to receive, demand or withdraw and demand and recover

(Signature)
 Notary, Siliguri
 Appointed by Govt. of India

Cont. ...

any money or dues of the firm from any office, court, person, corporation, bank, Central or State Government, societies, railways or any other bodies or individuals and to appoint, empower or remove any legal practitioner and to execute all acts and deeds on behalf of the firm and bind all partners in all matters relating to partnership always in good faith and to keep other partners fully informed about them.

- (k) Notwithstanding anything contained in these presents the provisions of Indian Partnership Act. 1932 as amended from time to time shall be applicable.

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

Witness:

1. Manjey Ray
S/o. Lt. Rajdeo Ray
NJP, Bhaktinagar W/N. 35
Dist - Jalpaiguri, WB, 734007

2. Subhendu Singh
S/o Lt. Sita Ram Singh
Netaun Para, Ward No-5,
Near Jalpainmore, Siliguri
WB - Pin - 734005.

A. Jagannath
FIRST PARTY

Damila Mandhyan
SECOND PARTY

Rishi Raj
THIRD PARTY

Nelam Mandhyan
FOURTH PARTY

Bharti Mandhyan
FIFTH PARTY

Subhankar Paul
Advocate, Siliguri

[Signature]
RANU HANSENADRA
Notary, Siliguri
Appointed by Govt. of India