

BEFORE THE NOTARY  
KOLKATA-700 027

Sl. No. 207 Dated. 6/4/2023

# NOTARIAL CERTIFICATE



(Pursuant to Section 8 of the Notaries Act, 1952)

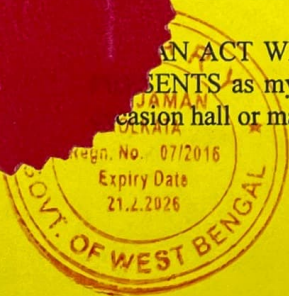
TO ALL MEN BY THESE PRESENTS SHALL COME, I, KAZI KHALEKUJJAMAN, Advocate & Notary practicing as a NOTARY in Alipore Judges' Court & Alipore Police Court, Kolkata - 700 027 within the District of KOLKATA of the State of West Bengal within the Union of India, do hereby declare that the Paper Writings collectively marked "A" annexed hereto hereinafter called the "Paper Writings A", are presented before me by the executant (s).

Shri Dheeraj Lalwani, S/o. Shri  
Shyandas Lalwani, at 257/3, S.N.  
Roy Road, Sahapur, KO/- 38.  
... And ors

Hereinafter referred to as the "executant (s)"  
on this, the day of two  
thousand and

The "executant (s)" having admitted the execution of the "Paper Writings" in respective hand (s), in the presence of the witness (es), who as such, (s) signature (s), thereon and being satisfied as to the identity of the (s) and the said execution of the "Paper Writings A" and testify that the execution is in the respective hand (s) of the executant (s).

AN ACT WHEREOF Being required of a Notary. I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.



IN FAITH AND TESTMONY WHEREOF I, KAZI KHALEKUJJAMAN, the said Notary, have hereunto set an subscribed my hand and affixed my Notarial Seal of Office at Alipore Judges' Court & Alipore Police Court, Kolkata - 700 027, in the District of Kolkata on this the day of 20



06 APR 2023

Kazi Khelekujman  
**KAZI KHALEKUJJAMAN**

Notary  
Govt. of West Bengal  
Regn. No. 07 / 2016  
Kolkata

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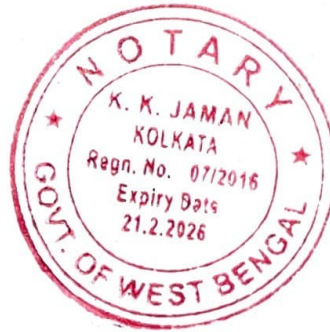
Sl. No. 207 Dated 6/4/23



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 213473

BEFORE THE NOTARY  
KOLKATA-700 027



### RE-CONSTITUED DEED OF PARTNERSHIP

**THIS RE-CONSTITUED DEED OF PARTNERSHIP** is made  
on this 6<sup>th</sup> day of April, in the year Two Thousand Twenty Two  
(2023);

**BETWEEN**

*Sheeraj Lalwani Tyoti Chawla Lavine Lalwani*

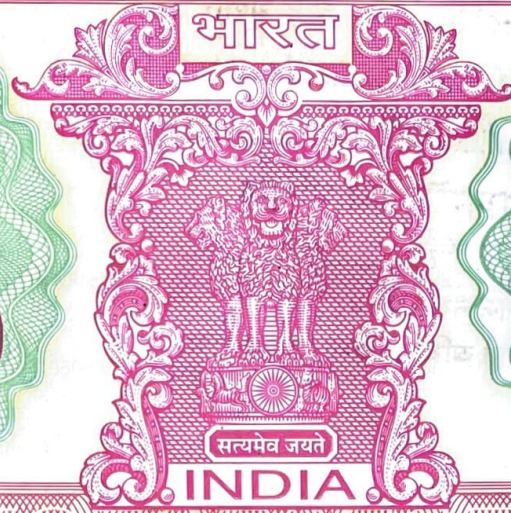


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भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



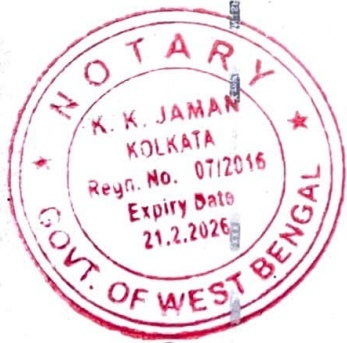
FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 698520

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**SHRI DHEERAJ LALWANI, (PAN : ABUPL5751E, AADHAAR No. 4140 6422 9186), son of Shri Shyamdas Lalwani, by faith -Hindu, by Nationality - Indian, by occupation - Business, residing at 257/3, S.N. Roy Road, Sahapur, Kolkata-700038, hereinafter referred to as the **EXISTING PARTNER - 1** hereto of the **FIRST PART.****

*Dheeraj Lalwan Tyoti chawla. Lavine Lalwan*

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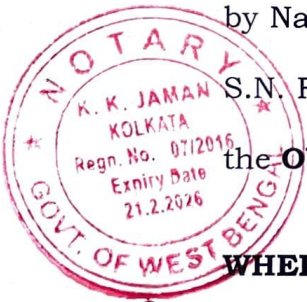


AND

**SMT. JYOTI CHAWLA, (PAN : ABCPC0061A, AADHAAR NO. 6454 4651 0066)**, wife of Shri Naveen Chawla, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at PP-3, Maurya Enclave, Pitampura, North West Delhi, Delhi - 110034 hereinafter referred to as the **EXISTING PARTNER -2** hereto of the **SECOND PART** (which terms or expressions shall unless excluded or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns.)

AND

**SMT. LAVINA LALWANI, (PAN : BOMPK1185H, AADHAAR No. 2467 5544 1717)**, wife of Shri Dheeraj Lalwani, by faith - Hindu, by Nationality Indian, by occupation - Business, residing at 257/3, S.N. Roy Road, Sahapur, Kolkata-700038 hereinafter referred to as the **OUTGOING PARTNER** hereto of the **THIRD PART**.



**WHEREAS** all the parties are collectively known as **PARTNERS**.

**WHEREAS**, the First Part herein namely Shri Dheeraj Lalwani along with Late Prem Lalwani son of Shri Shyamdas Lalwani had formed a Partnership Firm by way of executing a Partnership Deed executed on 14.02.2014 in the name and style of "M/S NAVYUG DEVELOPERS" having its registered office 2235/778, Dakshin Kumrakhali, P.O.- Narendrapur, P.S.- Sonarpur at present

*Rajen*

*Jyoti chawla*

*Rajen*

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Narendrapur, Kolkata-700103, District - South 24 Parganas. The said Partnership was re-constituted on 19<sup>th</sup> Day of September 2019 to bring the new partner Smt. Lavina Lalwani into the partnership as new partner and it was further re-constituted on 31<sup>st</sup> Day of October 2019 due to death of Late Prem Lalwani.

**AND WHEREAS** said Shri Dheeraj Lalwani (hereinabove referred as **EXISTING PARTNER-1**) and **SMT. LAVINA LALWANI** (hereinabove referred as **OUTGOING PARTNER**), has agreed mutually to bring a new partner **SMT. JYOTI CHAWLA** (hereinabove referred as **EXISTING PARTNER-2**) in the said firm and thus the Original Partnership was reconstituted on 29.04.2022 and the 20% share of **SMT. LAVINA LALWANI (OUTGOING PARTNER)** and 5% share in the Profits & Loss of the Firm vested in **SMT. JYOTI CHAWLA** (hereinabove referred as **EXISTING PARTNER 2**).

**AND WHEREAS** said Shri Dheeraj Lalwani, Smt. Lavina Lalwani and Smt. Jyoti Chawla executed a Re-Constituted Deed of Partnership on 29<sup>th</sup> day of April, 2022.

**AND WHEREAS** due to illness said **SMT. LAVINA LALWANI, OUTGOING PARTNER** herein want to retire from the said partnership business and her 20% share in the Profits & Loss of the Firm will be vested in favour of **SHRI DHEERAJ LALWANI** (hereinabove referred as **EXISTING PARTNER 1**).

*R. Lalwani*

*Jyoti Chawla*

*R. Lalwani*

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**AND WHEREAS** now the parties hereto of the first part, the second part and third part desires that the terms and conditions on which they agree to carry on the said business in partnership be reduced to writing to avoid future difficulties and misunderstanding.

**AND WHEREAS** the parties hereto of the first part, the second part and third part agreed with the terms and conditions mentioned here under and **NOW THIS INDINTURE WITHNESSTH AS FOLLOWS:**

1. **NAME:**

That the Partnership Business would be continued and carried in the same name and the style of "**M/S. NAVYUG DEVELOPER**". The Partners hereto may carry on same or such other business under the said name or any other name or names as may be agreed upon from time to time.

2. **DURATION:**

The Partnership Firm shall be deemed to have commenced on and from 14.02.2014 and it was re-constituted on 19.09.2019 and 31.10.2019 and now further reconstituted on 29.04.2022. The Partnership shall be at will and shall continue until dissolved in accordance with Law.

3. **OFFICE:**

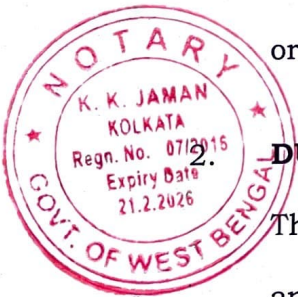
The office of the Partnership shall be at 2235/778, Dakshin Kumrakhali, S.O. Narendrapur, P.S. - Sonarpur, Kolkata -

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*Tyoti Chawla*

*Kavir Lalwer*

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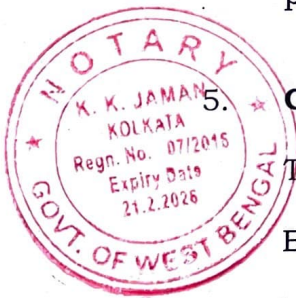




700103, Dist. - South 24 Parganas. **PROVIDED HOWEVER** that the same may be changed and also branches may opened and/or closed from time to time as may be mutually agreed by the parties hereto.

4. **BUSINESS:**

The Business of the Partnership shall be development of property in Joint Venture and all kinds of civil construction activities and to act. as a Contractor, Supplier, Broker, Commission Agent and Dealer in properties and to promote projects and to construct and sale of multistoried building (both residential and commercial) either in Joint Venture with the landlords or purchasing property in the name of the partners or in the name of Firm and undertake various projects in Real Estate.



5. **CAPITAL:**

That the initial capital of the Re-constituted Partnership Business shall be Rs.4,00,000/- (Rupees four lakhs only) being contributed by the parties in the following manner :-

Shri Dheeraj Lalwani (Existing Partner- 1)	Rs.	3,80,000/-
Smt. Jyoti Chawla (Existing Partner-2)	Rs.	20,000/-
<b>Total</b>	Rs.	4,00,000/-

If any further Capital shall be required it shall be contributed by the Partners as mutually agreed between themselves.

*Dheeraj Lalwani*

*Jyoti Chawla*

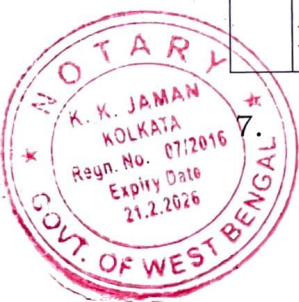
*Lalwani Lalwani*

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## 6. REMUNERATION TO PARTNERS:

All the partners are working partners and will devote their time and energy for the business of the Firm and shall be entitled to annual remuneration to be paid or credited to their respective accounts in the following manner:

Sl. No.	Name of the Partner	In case of Profit & Loss upto Rs. 1,50,000/-	In case of Profit between Rs.1,50,000/- to Rs.3,00,000/-	In case of Profit over Rs.3,00,000/-
1.	Shri Dheeraj Lalwani (Existing Partner- 1)	Rs.1,42,500/-	Rs. 1,42,500/-	Rs.2,56,500/-
2.	Smt. Jyoti Chawla (Existing Partner-2)	Rs.30,000/-	Rs.30,000/-	Rs.43,500/-



## INTEREST:

Partners shall be entitled to interest on Capital Account, Current Account and Loan @ 12% p. a. or at such rate as may be decided by the partners mutually, which shall be charged as expenses of the Firm.

## 8. SHARE OF PROFIT:

That the net profits and loss of the Partnership Firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable

*Rohini*

*Jyoti chawla*

*harine helwan*

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to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed amongst the partners in the following proportion:

- a) SHRI DHEERAJ LALWANI (EXISTING PARTNER-1) - 95%
- b) SMT. JYOTI CHAWLA (EXISTING PARTNER-2) - 5%

9. **DRAWINGS:**

The partners may draw funds during the year out of their remuneration, interest and share of profit payable to them as per mutual understanding / agreement between the Partners.

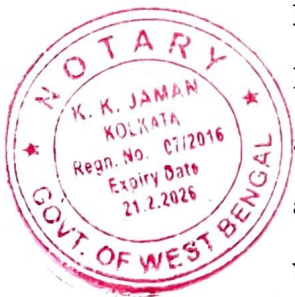
The excess amount if any drawn by any of the Partner will be adjusted with the Capital / Current Account of the Partner.

10. **BANK ACCOUNT:**

Firm is maintaining a current account with State Bank of India with Narendrapur Branch and partners may open another Bank Account with any Bank or Financial Institution and shall avail the financial loan or financial assistance for which the partners shall remain equally liable and responsible to liquidate the loan availed by the said firm and the Bank Account will be operated by any of the partners.

11. **ADMISSION TO PARTNER:**

The Partners hereto as per mutual agreement between themselves may admit any other person or persons as Partners on the terms and conditions as may be mutually agreed.



*Dheeraj*

*Jyoti Chawla*

*Lalwani Lalwani*

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## 12. **BOOKS OF ACCOUNT:**

That the parties shall keep or cause to be kept proper books of accounts and documents and shall make entries of all the receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and inspect and to copy of the same.

## 13. **ACCOUNTING YEAR:**

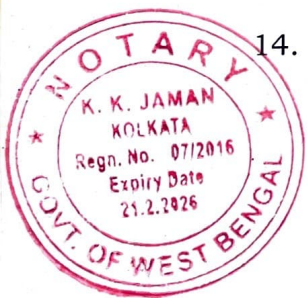
That the Accounting year of the firm shall be from April to March of the following calendar year and as soon as thereafter, a general account shall be made and taken with Profit and Loss Account and Balance Sheet prepared shall signed by any two partners on behalf of all the partners and each partner shall be bound by such statement of accounts.

## 14. **PRIVATE DEBTS AND LIABILITIES:**

That each partner shall pay and discharge his individual debts separately and shall indemnify and keep indemnified the firm and its assets against all attachments, liens and claims and the partnership business shall not be liable for any such separate debts of any partner.

## 15. **SURETY:**

That no partner shall stand bailee or surety for any person or sell, transfer, assign or otherwise deal in any manner his share or interest in the firm, or his profits whereby the



*Rolwa*

*Iyoti Chawla*

*Lavina Lalwen*

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be paid the value of his share upto the date of his death and the surviving partners may continue the business.

20. **DISSOLUTION OF FIRM:**

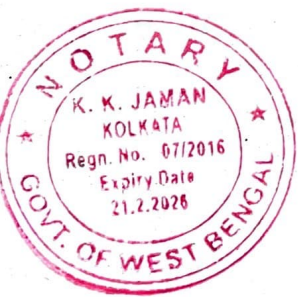
If all the partners decide so then this partnership may be dissolved at any time and that in case of dissolution of the firm, final accounts shall be prepared with net wealth of the firm and all the partners shall receive their respective dues in the firm as per individual share as evidenced in the balance sheet as on the date of dissolution.

21. **ARBITRATION:**

Should any dispute arise between the Partners in respect of the conduct of business of the firm or in respect of interpretation, operation or enforcement of terms and conditions of this Deed or in respect of any other matter, cause or terms and conditions of this Deed or in respect of any other matter, cause or thing whatsoever related to the business and the partnership the same shall be referred to a single Arbitrator if the parties to dispute agree upon and otherwise upon two Arbitrators in accordance with and subject to the provisions of the New Arbitration Act, 1996 as amended and in force for the time being.

22. **PARTNERSHIP ACT:**

All the matters and things not specifically stated herein shall be subject to the provisions. of the Indian Partnership Act, 1932 as amended and in force for the time being.



*Rajiv*

*Tyoti Chawla*

*Lavina Lalwan*

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**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day, month and year first above-written.

In presence of the

**WITNESSES:-**

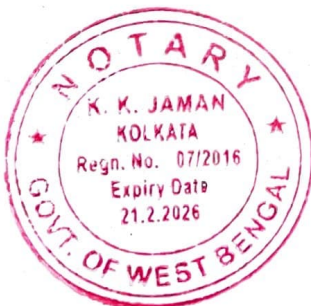
1. Dilip Kumar  
138 Greenpark  
80 - Narandrapur  
Kolkata - 700103

Sheeraj Lalwan  
**Signatures of the Existing Part -1**

2. Bishun das Singh  
2235/778 South Kumrakhali  
Sonarpur Stn Road.  
Kolkata - 700103.

Iyoti Chawla.  
**Signatures of the Existing Part -2**

Lavina Lalwan  
**Signatures of the Outgoing Partner**



**IDENTIFIED BY ME**

Papn Gudsam  
ADV.

**Signature attested  
on Identification**

K. K. JAMAN  
Kazi Khalokujjaman  
Notary, Govt. of West Bengal  
Regd. No.: 07/2016  
Kolkata

**06 APR 2023**