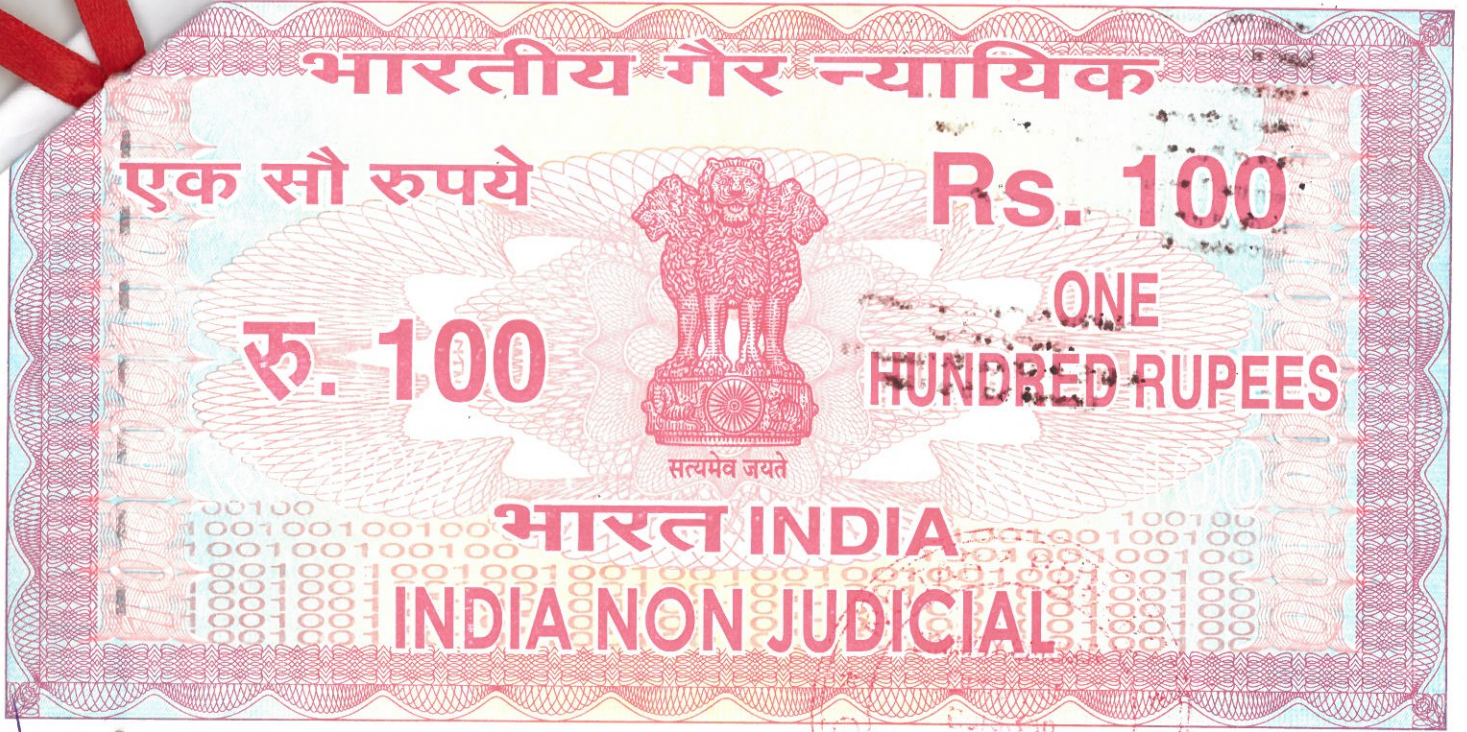




पश्चिम बंगाल WEST BENGAL



AS 579801

**ANNEXURE "A"** BEFORE NOTARY PUBLIC, W.B.

**"GENESIS RESIDENCY"**

**\*Deed of RECONSTITUTION OF PARTNERSHIP\***

**(DUE TO INCORPORATION OF NEW PARTNER/S)**

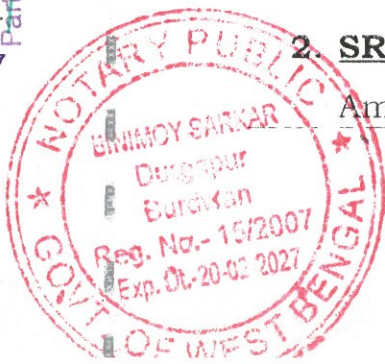
THIS DEED OF RECONSTITUTION OF PARTNERSHIP is made on  
this the 03<sup>rd</sup> day of September, 2024.

**Amongst**

1. **SRI SOUMYA KANTI ROY** [PAN No.AORPR8153C], Son Of  
Late Santosh Kumar Roy By Faith Hindu(Indian), By  
Occupation Business, Residing At 4/19, J.N. Das Path,  
City Centre, P.S.- Aurobindo, Dist- Paschim Bardhaman,  
Pin- 713216, West Bengal.

**AND**

2. **SRI TANMOY DUTTA** [PAN No.ALYPD9123C], Son Of Sri  
Amal Kanti Dutta By Faith Hindu(Indian), By Occupation



Binimoy Sarkar, Notary  
Durgapur, Burdwan, W.B.  
Regd. No.-15/2007  
12 OCT 2024

GENESIS RESIDENCY  
Partner  
Srinish Kanti Roy  
GENESIS RESIDENCY  
Partner  
Soumya Kanti Roy  
GENESIS RESIDENCY  
Partner  
Binimoy Sarkar

Serial No. S24 Date 21 OCT 2024  
Sold to Genesis Residency  
Address Part 6  
Value of Stamps 100  
Date of Purchase of this Stamp Paper  
from the Treasury  
Name of the Treasury from where  
Purchased, DURGAPUR.

Subrata Kumar Chakraborty  
Stamp Vendor  
A. B. S. R. Office, Durgapur-10  
License No. 5 of 1998



भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

AF 997414

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

GENESIS RESIDENCY

GENESIS RESIDENCY

GENESIS RESIDENCY

Animesh Mondal  
Partner

Soumya Mondal Roy  
Partner

Partner

Business, Residing At B1-96/4, Mamc, P.S.- Ntsp, Dist-  
Paschim Bardhaman, Pin- 713210, West Bengal.

AND

3. **SRI ANIMESH MONDAL** [PAN No.ANGPM8246H], s/o Late  
Dhirendra Nath Mondal, by faith-Hindu, by  
occupation-Business, Indian Citizen, resident of - 2/2 NO,  
B.B.D Sarani, Durgapur (m Corp.), City Centre, P.S- Aurobindo  
Dist.-Paschim Bardhaman, W.B., Pin-713216.

AND

**WHEREAS** all the terms & conditions & expressions of this deed  
shall unless excluded be deemed to include the legal heirs,



Binimoy Sarker, Notary  
Durgapur, Burdwan, W.B.  
Regd. No.-15/2007

12 OCT 2024

Serial No. 523 Date 21 OCT 2024  
Sold to General's Residency  
Address Post 16  
Value of Stamps Rs 7  
Date of Purchase of this Stamp Paper 11 JUL 2024  
from the Treasury  
Name of the Treasury from where  
Purchased, DURGAPUR.

Subrata Kumar Chakraborty  
Stamp Vendor  
A. D. S. R. Office, Durgapur-16  
Licence No. 5 of 1988

Certified that a Single Stamp of the  
Value of Rs. 100/- is not available and  
that the smallest Number of Stamps  
which I can furnish so as to make up  
the required amount is as follows  
100/-

SUBRATA KUMAR CHAKRABORTY



executors, administrators, representatives, successors and assignees etc. of the respective parties of this Deed.

**AND WHEREAS** the Partners of Serial No.1 to 2 of this Deed had already executed a Partnership Deed dtd. 28/05/2024 amongst them, and on the basis of the Partnership Deed dtd. 28/05/2024, they have already started the business of **"General Order Supplier And Civil Construction"** under the name & style of **"Genesis Residency"** with its present principal place of business at "6/23, BENGAL AMBUJA, CITY CENTRE, DURGAPUR, DISTRICT- PASCHIM BARDHAMAN, WEST BENGAL, PIN- 713216".

**AND WHEREAS** the Partner of Serial No. 3 of this Deed, with intend to incorporate in the aforesaid partnership business, have approached the Partners of Serial No.1 to 2 of this Deed and also assured to invest an amount of Rs 12,00,000/- (Rupees Twelve Lakh Only) in three parts. First part of investment will be Rs 3,50,000/- (Three Lakh Fifty Thousand Only) by cheque no. "000077" and "000088", and second part of investment will be Rs 6,50,000/- (Six Lakh Fifty Thousand Only) by cheque no. "000079" ( all cheques of Punjab And Sind Bank), and the Partners of Serial No.1 to 2 hold a meeting and as per mutual understanding & resolutions amongst them, they have agreed to incorporate the Partner of Serial No. 3 of this Deed on condition that the First part of the investment will be received by them at the time of execution of this agreement, and the second part within next 45 days from this agreement execution, and failure to invest as promised by Partner of serial No. 3 will cancel this agreement. After being mutually agreed, the parties herein have

GENESIS RESIDENCY

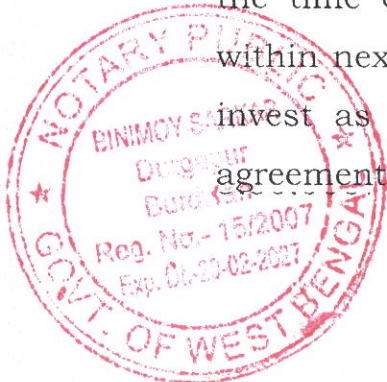
Primesh Mondal  
Partner

GENESIS RESIDENCY

Soumya Mondal Roy  
Partner

GENESIS RESIDENCY

Tanmay Dutta  
Partner



Binimoy Sarkar, Notary  
Durgapur, Bardhaman, W.B.  
Regd. No.-15/2007

21 OCT 2024

entered into this deed, to continue the partnership business smoothly & conveniently, and also to avoid any future dispute between them, under the terms & conditions & expressions as follows:

**NOW THIS INDENTURE WITNESSTH as follows:-**

**1- COMMENCEMENT**

That the partnership business has commenced w.e.f. 28/05/2024, and the Partner of Serial No. 3 hereto shall be deemed to the partner of the partnership firm, on & from today.

**2- FIRM NAME**

That the Partnership Business of the Firm shall continue, under the same name & style of "**GENESIS RESIDENCY**", but the partners may upon mutual consent, change the name of the firm at any time during any financial year.

**3- PLACE OF BUSINESS**

That the present principal place of business of the partnership firm at- 6/23, BENGAL AMBUJA, CITY CENTRE, DURGAPUR, DISTRICT- PASCHIM BARDHAMAN, WEST BENGAL, PIN- 713216. But the Partners may upon mutual consent any where shift the principal place of business &/or may open any branch office/s of their business at any time during any financial year.

**4- DURATION OF BUSINESS**

That the partnership shall be "Partnership at Will".



Binimoy Sarkar, Notary  
Durgapur, Burdwan, W.B.  
Regd. No.-15/2007

12 OCT 2024

GENESIS RESIDENCY

Partner

GENESIS RESIDENCY

Partner

GENESIS RESIDENCY

Partner



## 5- NATURE OF BUSINESS

That the partnership firm carry on business of "**General Order Supplier And Civil Construction**", and all kinds of other related business &/or activities". But the Partners may, upon mutual consent, carry on any other business from any day of any financial year.

## 6- CAPITAL OF THE FIRM

That the amount lying credit in the Books of Accounts of the Firm, shall be deemed as capital of the firm. Further capital, loans or deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the Partners.

## 7- PROFIT & LOSS SHARING RATIO

That the Partners are sharing/shall be sharing the profit & loss of the firm As Under:-

- |                           |     |
|---------------------------|-----|
| a. SRI SOUMYA KANTI ROY — | 24% |
| b. SRI TANMOY DUTTA —     | 56% |
| c. SRI ANIMESH MONDAL —   | 20% |

Net Profits will mean the Gross Profits earned in such year less the expenses of the management of the business including rent of the premises of the Firm, if any, the outgoing in respect of the salaries and wages to the staff, commission paid to others, and all other expenses incurred in connection of the business allowable as deduction under the Income Tax Act, 1961

## 8- RIGHT TO REPRESENT THE FIRM

The Partners jointly & severally, as their mutual understanding, shall have the right & power i) to execute any documents on behalf of the Firm in respect of any transaction agreed upon by

GENESIS RESIDENCY

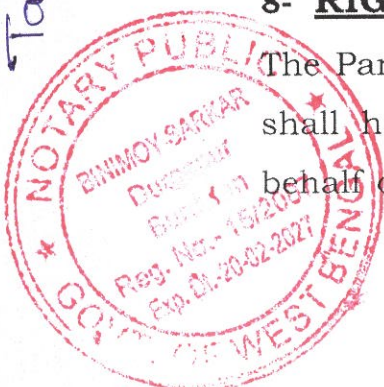
Animesh Mondal  
Partner

GENESIS RESIDENCY

Soumya Kanti Roy  
Partner

GENESIS RESIDENCY

Tanmay Dutta  
Partner



Binimoy Sankar, Notary  
Durgapur, Burdwan, W.B.  
Regd. No.-15/2007

12 OCT 2024

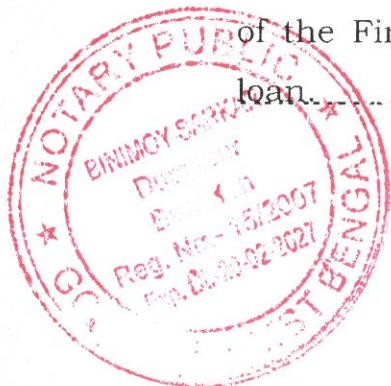
them, ii) to represent the Firm while dealing with outsiders, iii) to represent the Firm in any Court and legal matters and for that purpose to sign and declare pleadings, affidavits and other papers, to appoint Advocates or to issue Letter of Authorization to any other able person and to do all other things required to be done in that behalf, iv) to purchase and sell articles and things in which the Firm would be dealing for its business and v) to do all acts and things required for the business of the Firm, except those which are required to be done with the consent of the another Partners under these presents.

### **9- BANK ACCOUNT**

That the Bank Account of the Partnership Business shall be open in any Private, Co-Operative or any Nationalized Bank, and the Bank Account shall be operated by parties in **Either Or Survivor Mode.**

### **10- ACCEPTANCE OF LOAN FOR THE PURPOSE OF BUSINESS**

That the loan or other borrowings may be down in the name of the Firm either from the Bank or other Govt. Institutions or from any other outsider at suitable rate of interest, by the Partners jointly, and the Partners shall jointly raise funds from Bank or Banks or any other financial institutions for carrying on the said partnership business, as and when the same may be required, and shall pledge or mortgage any or all the properties movable or immovable, tangible or intangible in favour of the Bank or any financial Institution from whom loan will be taken, for the benefit of the Firm, and all the Partners will remain liable for the said loan.



Binimoy Sarkar, Notary  
Durgapur, Burdwan, W.B.  
Regd. No. 15/2037

21 OCT 2024



### **11- SALARY / REMUNERATION**

That the Partners of the firm are the active partners of the firm, and hereinafter shall be the active partners of the firm for the greatest interest of the partnership firm, and for their active participation in the business of the firm each partner are entitled to get salary/remuneration as their mutual understanding. But if the total amount of remuneration exceeds the limit as provided in sec.40(b) of the Income Tax Act, 1961 then the excess remuneration will be transferred to the drawings account of the Continuing Partners in the same proportion as mentioned above as the 'profit sharing ratio'. But the partners may, upon mutual consent, change the quantum of salary/remuneration at any time during any financial year.

### **12- ACCOUNTING YEAR**

That the firm has been closing and hereinafter will close its Books of Accounts on 31<sup>st</sup> March every year i.e. 1<sup>st</sup> April to 31<sup>st</sup> March will be the accounting year of the partnership firm.

### **13- ADMISSION/REMOVAL OF PARTNER-**

That The Parties Hereto May Select To Admit/Remove Partner Or Partners On Such Terms And Conditions As May Be Mutually Agreed Upon.

### **15- DISPUTES AMONG THE PARTIES**

That in case of any dispute/s between the partners relating to the affairs of the business of the partnership firm, the same at first settle by the partners by mutual understanding, otherwise the partners can take legal action against each other.



Binimoy Sarker, Notary  
Durgapur, Burdwan, W.B.  
Regd. No.-15/2007

12 OCT 2024

GENESIS RESIDENCY

*French-landal*  
Partner

GENESIS RESIDENCY

*Soumya Kanti Roy*  
Partner

GENESIS RESIDENCY

*Tamoy Datta*  
Partner

## **16- ALTERATION OF CLAUSES**

That the continuing partners may, upon mutual consent, amend and/or alter and/or delete any of the foregoing clauses of this deed at any time. Similarly, the partners may, upon mutual consent, introduce any new clause(s) at any time, during any financial year.

That any other matters of the business of the partnership firm not covered by the foregoing clauses of this deed shall be followed by the terms & conditions as mentioned in original Partnership Deed dtd.28/05/2024 & provisions of the Indian Partnership Act, 1932, and its' subsequent amendments.

**IN WITNESS WHEREOF** the partners hereto hereby subscribe their respective hand in sound mind and health to this deed on the day, month and year as mentioned above of this deed in presence of the following witnesses.

### **WITNESSES:**

1)

GENESIS RESIDENCY

*Soumya Kanti Roy*  
Partner

Signature of the **PARTNER**  
(**SOUMYA KANTI ROY**)

GENESIS RESIDENCY

*Tanmoy Dutta*  
Partner

Signature of the **PARTNER**  
(**TANMOY DUTTA**)

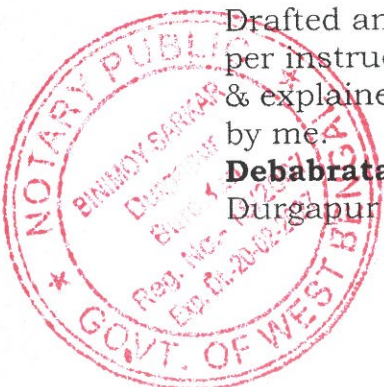
GENESIS RESIDENCY

*Animesh Mondal*  
Partner

Signature of the **PARTNER**  
(**ANIMESH MONDAL**)

Drafted and computerized by me as per instruction of the parties, read over & explained by me and also identified by me.

**Debabrata Biswas**, (Advocate)  
Durgapur Court



**Instrument "A" Referred To  
In The Notarial Certificate**

*Binimoy Sarkar*

**BINIMOY SARKAR**  
**NOTARY**  
Durgapur, Burdwan, W.B.  
Regd. No. 15/2007

**21 OCT 2024**