

Nabendu Narayan Dutta

NOTARY
GOVT. OF INDIA



Professional Address :

Nivedita Road,
P.O. Pradhan Nagar,
Siliguri-734003
Dist.-Darjeeling (W.B.)
Ph. : 2514713

Serial No. _____ Date : _____

Notarial Certificate

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

TO ALL TO WHOM THESE PRESENTS shall come I Sri N. N. DUTTA duly authorised by the Central Government to practice as a NOTARY do hereby verify, authenticate, certify attest as under the execution of the instrument annexed here to collectively signatories and as also by Sri Sabari Chandra Advocate as to the matters contained there in presented before me.

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

One original deed of Refinement of Partnership

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

In faith and testimony where of being required of a Notary, I said notary do hereby subscribe my hand and affix my seal of the office at Siliguri on this the 28th day of March the year of Christ 2015

The executents is / are identified by me.

Sabari Chandra
Advocate
SVB/10

NABENDU NARAYAN DUTTA



भारतीय गैर न्यायिक
एक सौ रुपये Rs. 100

रु. 100

ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

T 630763

Nitin Kumar Agarwal

Syair Kumar Agarwal

Suman Agarwal

DEED OF RETIREMENT AND ADMISSION OF
A NEW PARTNER


Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

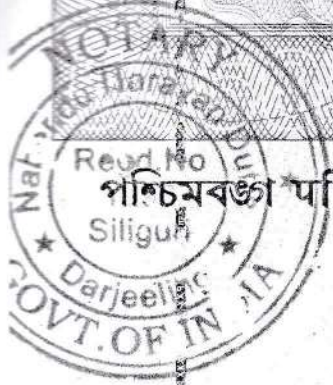
2
भारतीय गैर न्यायिक

पचास
रुपये
रु.50

FIFTY
RUPEES
RS.50

भारत
सत्यमेव जयते
INDIA

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

R 174480

Alta Kumar Gargwal

Sujit Kumar Gargwal

Suman Agarwal

THIS DEED OF RETIREMENT AND ADMISSION OF A NEW
PARTNER IS MADE ON THIS THE 31st DAY OF MARCH, TWO
THOUSAND AND FIFTEEN A.D. AT SILIGURI

BETWEEN

[Signature]
Hemant Kumar Gupta

Nitin Kumar Agarwal

Sujit Kumar Agarwal

Suman Agarwal

SRI NITIN KUMAR AGARWAL, son of Sri Raj Kumar Agarwal, resident of Guru Nanak Sarani (By lane), Punjabipara, Post Office - Sevoke Road, Police Station - Siliguri, District Darjeeling - hereinafter called the "**Continuing Partner**" (which term and expression shall mean and include unless excluded by or repugnant to the context his heirs, legal representatives, successors, executors, administrators and assigns) of the **FIRST PART**.

AND

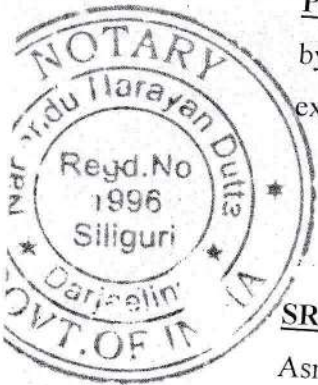
SRI SUJIT KUMAR AGARWAL, son of Sri Raj Kumar Agarwal, resident of Asmi Kunj, Jatin Das Sarani (by lane), Ashrampara, Post Office & Police Station - Siliguri, District Darjeeling - hereinafter called the "**Retiring Partner**" (which term and expression shall mean and include unless excluded by or repugnant to the context his heirs, legal representatives, successors, executors, administrators and assigns) of the **SECOND PART**.

AND

SMT SUMAN AGARWAL, wife of Sri Nitin Kumar Agarwal, resident of Gulmohur Apartment, 3rd Floor, Guru Nanak Sarani, Punjabipara, Post Office Sevoke Road, Police Station Siliguri, District Darjeeling- hereinafter called the "**New Partner**" (which term and expression shall mean and include unless excluded by or repugnant to the context her heirs, legal representatives, successors, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS :

1. The "Retiring Partner" and the "Continuing Partner" were carrying on the business of construction of Promoting & Development of multistoried



[Signature]
30/3

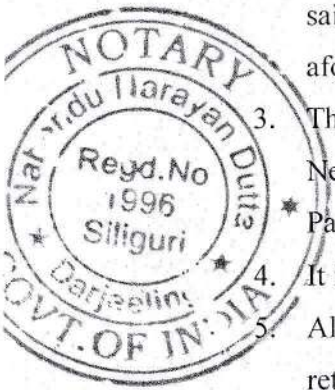
Nitin Kumar Agarwal

Sujit Kumar Agarwal

Suman Agarwal

residential and commercial buildings in partnership in the firm name and style "M/S ASMI CONSTRUCTION" by virtue of a Deed of Partnership executed by and between them on 02.04.2004 as partners thereof upon the terms and conditions as laid down therein.

2. The Retiring Partner expressed his desire to assign or transfer his share in the said partnership to the New Partner (Smt Suman Agarwal) and retire from the aforesaid partnership.
3. The Continuing Partner (Sri Nitin Kumar Agarwal) has agreed to admit the New Partner (Smt Suman Agarwal) as a partner in place of the Retiring Partner (Sri Sujit Kumar Agarwal).
4. It is agreed to enter into this agreement to give effect to the said transaction.
5. All the accounts in respect of the said partnership business up to the date of retirement have been made, examined by the parties herein and found satisfactory and accordingly accepted.
6. Valuation of all the assets of the said partnership including also the credits and debits as well as of tenancy rights and goodwill have been made up to the mutual satisfaction of the parties hereto.
7. Upon such accounts and valuation as aforementioned and settlement of accounts it has been determined by the parties to this Agreement that neither of them has to receive any amount or sum of money from the other part, and the deficit in the capital account of the Retiring Party as on 31.03.2015 has ever since been equated so as to render the said capital account of the Retiring Party as fully squared up.
8. It has been mutually agreed that the Continuing Party shall have full powers to collect, get and receive the entire credits, dues owing and payable to the said partnership and settle and adjust all accounts in respect thereof and appropriate the same for his benefit.



Nabendu Narayan Dutta
3/13
Notary Govt. of India

Nabendu Narayan Aggarwal

Sybil Kumar Aggarwal

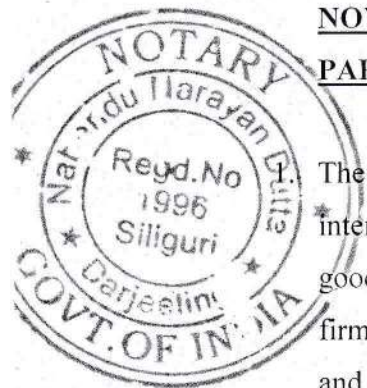
Sumati Aggarwal

9. AND it has been lastly mutually agreed that the Retiring Partner shall release and assign his share, right and interest in the business of the partnership and all partnership assets, including the credits, and goodwill thereof including also the tenancy right, firm name, permits, licenses etc. belonging to the partnership unto and in favour of the Continuing and the New Partner absolutely.

NOW THIS DEED OF RETIREMENT AND ADMISSION OF A NEW PARTNER HEREBY WITNESSETH AS FOLLOWS :-

The Retiring Partner hereby assigns and transfer all his share , right title and interest in the said partnership business together with all the assets including goodwill and all outstandings, benefits of all permits and licences held by the firm , to hold the same unto the New Partner absolutely but subject to all debts and liabilities of the Firm.

2. The Retiring Partner releases all his rights , claims to and in the said Firm and its assets of all kinds.
3. That the business of the said partnership, its assets and goodwill shall henceforth belong to and vest to the Continuing and New Partner.
4. That the Retiring Party shall not be entitled to use and /or carry on business under the name "M/s Asmi Construction" or any name similar thereto.
5. The Continuing Partner admit the New Partner as a Partner of the said Partnership in place of the Retiring Partner and on the basis of the same terms and conditions as are contained in the said Deed of Reconstitution as on 01st Day of April, 2010. Hereinbefore recited as if the New Partner was a party to the said Deed of Reconstitution (dated 01.04.2010) in place or stead of the Retiring Partner except that the New Partner will not be entitled to the benefits by way of profits earned during the period upto the date of these presents.



Nabendu Narayan Dutta
Notary Govt. of India

Shri Kumar Aggarwal

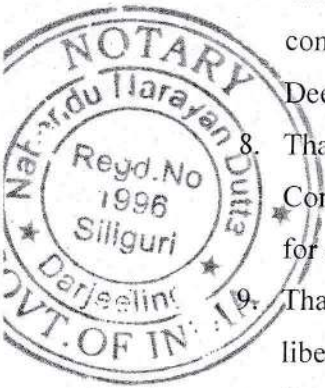
Sybil Kumar Aggarwal

Suman Aggarwal

6. The share of the New Partner in the capital assets and profits and losses of the New Partner in the said Partnership will be the same as that of the Retiring Partner under the said Deed of Reconstitution (dated 01.04.2010).
7. The said Partnership between the Continuing Partner and the New Partner will continue hereafter on the same terms and conditions as are contained in the said Deed of Reconstitution (dated 01.04.2010).
8. That the entire liabilities of the partnership business shall vest exclusively in the Continuing Partner and the New Partner , the Retiring Partner shall not be liable for any liability of the erstwhile partnership business.
9. That the Continuing Partner and the New Partner shall have the full right and liberty to collect all the assets of the dissolved partnership and to ask for, demand, sue for and recover and to sign and give full and effective receipts and discharge for all the debt, claims, demands, estate and effects of or due or owing or in anyway belonging to the said partnership and to compound or release the same or any portion thereof.
10. That all the books of account, documents and other papers of the said partnership firm shall remain in the exclusive possession and custody of the Continuing and New Partner.
11. That the Retiring Partner has separated himself from the said partnership business for all intents and purposes and this Deed of Retirement and Admission of a New Partner shall be deemed to have conclusively determined all and every issue relating to the erstwhile partnership business between the parties herein, the retirement of the Retiring Partner and Admission of a New Partner of the said partnership business.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THEIR RESPECTIVE SIGNATURES ON THIS DEED OF RETIREMENT AND DISSOLUTION ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE MENTIONED IN PRESENCE OF THE FOLLOWING WITNESSES:-

[Signature]





1. Rajesh Roy
S/o Susil Roy
Majha Bari
Dist. Jalpaiguri

Nitin Kumar Agarwal

(NITIN KUMAR AGARWAL)

Continuing Partner

2. Rohit Agarwal
S/o Lt. M.P. Agarwal
Sukre Road
Siliguri.

Sujit Kumar Agarwal

(SUJIT KUMAR AGARWAL)

Retiring Partner

Suman Agarwal

(SUMAN AGARWAL)

New Partner

Drafted, typed and printed in my
office :-

Debasish Chakraborty

Debasish Chakraborty

Advocate, Siliguri

Enrolment No. 202/210/1990.

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

