

2/12/15
GOVT. OF INDIA
NOTARY
24 PARGANAS

Developer
Dweep

Notarial Certificate

(PURSUANT TO SECTION 8 OF THE NOTARIES ACT, 1952)

GOVT. OF INDIA
NOTARY
24 PARGANAS

KNOW ALL MEN BY THESE PRESENTS 1, SUKUMAR CHANDRA GHOSH Advocate & Notary practising in the Alipore Police Court having my ordinary professional address at Village-Putkhali, P.O.- Daulatpur, P.S.- Maheshtala, District South 24 Parganas within Sub Division- Alipore Sadar, Dist- South 24 Parganas of the state of West Bengal within union of India do hereby declare that the paper writings & documents annexed hereto and collectively marked with the latter 'A' hereinafter called the 'Paper Writings 'A' as presented before me by the Executant(s).

Smt Parveen Agarwal Spouse
Rajendra Kumar Agarwal of
106 Mahomayal Mandir
Road - HS Sahasrabudhi
Kolkata - 74

hereinafter referred to as executant (s) on this
the 27th day of November
Two Thousand Fifteen

The executant / executant(s) having admitted 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 identity of the executants(s) and the said execution of the "Paper Writings A" I Verify, Authenticate And Attest The Execution Of The "Paper Writings A" In the Respective Hand(s) Of The Executant(s)
AN ACT WHERE OF beinh Required Of A Notary I Have Granted THESE PRESENTS As My NOTARIAL CERTIFICATE To Serve And Availl Of As Needs Or Occasions Shall Or May Arise For The Same.

GOVT. OF INDIA
S. C. GHOSH
NOTARY
Regd. No. 12597
ALIPORA
NOTARIAL NOTARIAL

IN FAITH AND TESTIMONY WHEREOF I,
the said Notary, have hereunto set and subscribed
my hand and affixed my Notarial Seal of Office
on this 27th day of Nov 2015

Sukumar Chandra Ghosh
Sukumar Chandra Ghosh
Notary

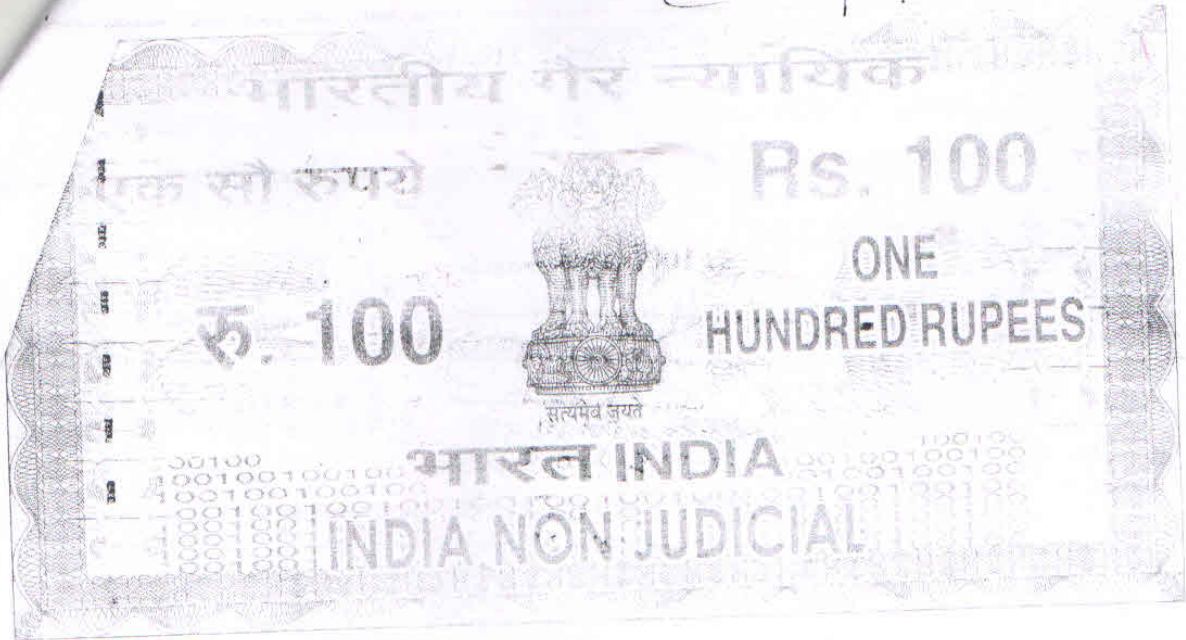
Govt. Of India, Regn. No.-925/97
Mobile : 94332 37084

[Handwritten signature]

S. C. GHOSH
NOTARY
Govt. of India
Regd. No. 12597

27 NOV 2015

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

U 964951



RECONSTITUTED DEED OF PARTNERSHIP



27 NOV 2015

26 AUG 2015

33507

No. Rs. 100/- Date.....

Name: Raj Dada

Address: 26 Mahamaya Mandir Rd

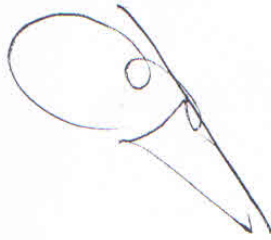
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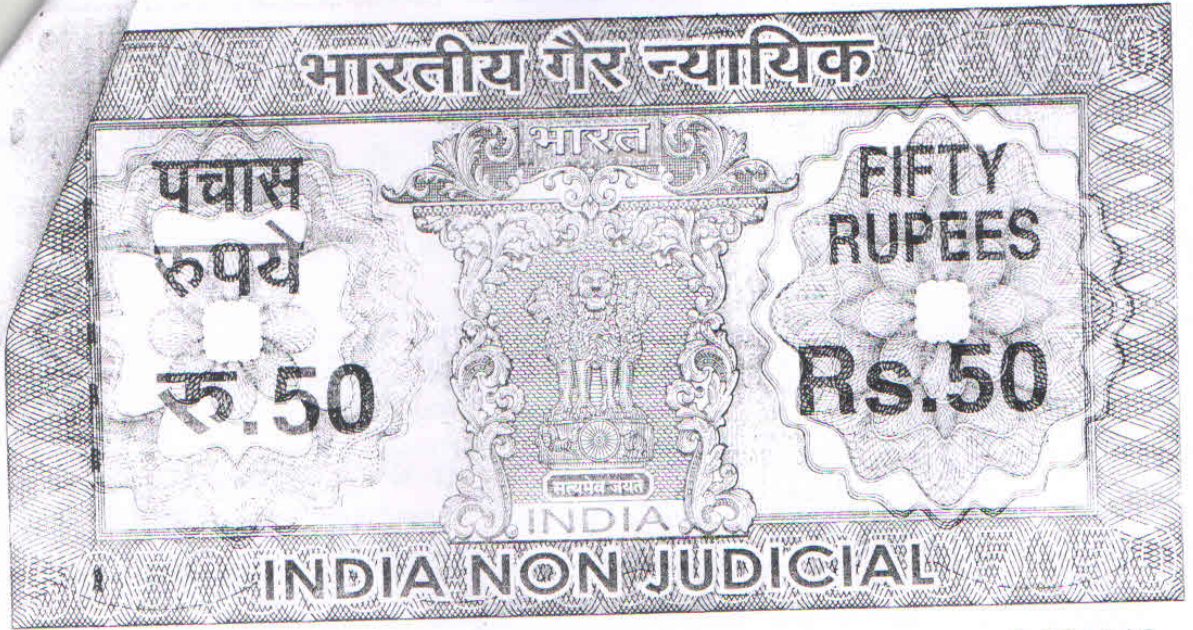
SUSHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol - 27

Develand
Mandir Rd
K/184,





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 274869

THIS RECONSTITUTED PARTNERSHIP DEED made this 27th day of November TWO THOUSAND

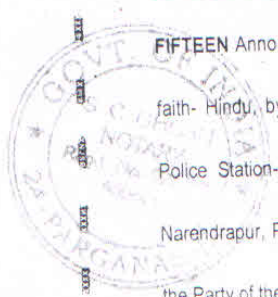
FIFTEEN Anno Domini BETWEEN SRI PARVEEN AGARWAL, son of Late Rajendra Kumar Agarwal, by

faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road,

Police Station- Sonarpur, Kolkata- 700 084 and also of "Narendra Bhaban", Kamalgazi, Post Office-

Narendrapur, Police Station- Sonarpur, Kolkata- 700 103, District 24 Parganas (South), hereinafter called

the Party of the "FIRST PART"



11/27/24

26 AUG 2015

33509

No.....Rs. 50/- Date.....
Name:.....*Raj Wada Developer*
Address:.....*26 Mahamaya Mandir Rd*
Vendor:.....*Ka/84*
Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol - 27

Subhankar Das



AND

SRI BIKASH AGARWAL, son of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Police Station- Sonarpur, Kolkata- 700 084, and also of "Narendra Bhaban", Kamalgazi, Post Office- Narendrapur, Police Station- Sonarpur, Kolkata- 700 103, District 24 Parganas (South), hereinafter called the Party of the "**SECOND PART**".

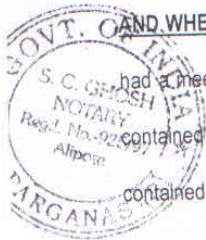
Each of them hereinafter called "**THE PARTNERS**" WITNESSETH AS FOLLOWS :-

WHEREAS the parties 1) and 2) herein and MR. RAJKUMAR AGARWAL (now deceased), son of Late Rajendra Kumar Agarwal used to carry on business of builders, developers, constructors and contractors etc. as partners of the firm under the name and style of "**RAJWADA DEVELOPER**" at Kolkata upon the terms and conditions contained in the Deed of partnership dated 29/01/2015 (hereinafter referred to as 'the Said Partnership Deed').

AND WHEREAS the clause (10) of the Said Partnership Deed provides that on the death of any Partner the Partnership Business shall not terminate. The surviving Partners can carry on the said Business with the heirs of the deceased Partner accepting them as Partners under the terms and conditions with the deceased partners.

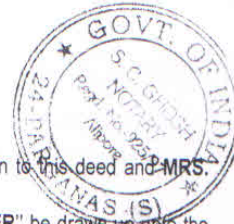
AND WHEREAS the said RAJKUMAR AGARWAL died as 'single' status i.e. unmarried on 07/10/2015 leaving behind his mother MRS. SARALA AGARWAL, as his only legal heir, successor and/or inheritor.

AND WHEREAS after the demise of said RAJKUMAR AGARWAL, consequently, the parties to this deed had a meeting and had orally and mutually agreed to amend and alter some of the terms and conditions contained in the said partnership deed under the same name and style upon the terms and conditions contained therein.



AND WHEREAS the above said MRS. SARALA AGARWAL has put on record her unwillingness to join the Partnership on account of her inexperience and she has also put on record her **NO OBJECTION** whatsoever in the partnership business being continued by the other surviving partners both in the capacity of surviving partners.

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AND WHEREAS it was mutually agreed and decided amongst the parties herein to this deed and **MRS. SARALA AGARWAL** that the Accounts of the said firm "**RAJWADA DEVELOPER**" be drawn up upto the date of death of said RAJKUMAR AGARWAL i.e. 07/10/2015.

AND NOW WHEREAS the parties to this deed desire that the terms and conditions on which they have been carrying on the above said business in partnership since 2015 and propose to continue in future, be reduced to writing to avoid future difficulties or misunderstanding.

NOW THIS INDENTURE WITNESSETH and the Parties hereto hereby agreed and declared as follows :-

APPLICATION OF THE ACT

- 1) The provisions contained in the Indian Partnership Act for the time being in force shall apply to the Partnership so far the same are not inconsistent or repugnant with article herein mentioned.

NAME AND COMMENCEMENT

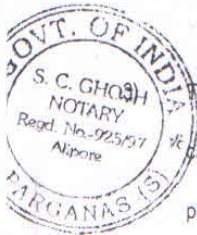
- 2) That the name and style of the Partnership Business shall be and shall continue to be "**RAJWADA DEVELOPER**" and the object of the Partnership and Business of the firm shall be purchase and sale of land, develop the land, supervise and dealing with the land in whatsoever manner, collaboration and construction of Building owned by others and/or purchase land/or with Building and similar nature of works and/or other nature of work/business i.e. construction of the proposed new building by way of joint venture to be decided by the Partners amicably.

CAPITAL

That the amount lying to the credit of the partners as on 07/10/2015 shall be deemed as their capital investment. Further capital, loans or deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partners.

MANAGEMENT

- 4) The Business of the Partnership Firm shall be managed by the Parties in co-operation with each other and by mutual consent shall allocate their respective duties.



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REMUNERATION AND INTEREST TO PARTNERS

- 5) That all the Partners shall actively be engaged in conducting the affairs of the Business of the Partnership Firm and are hereby authorized and empowered to draw the equal-permissible remuneration as law permits which will be determined by joint meeting. Provided that the total quantum of remuneration paid to all the working partners must always be within the limit specified in Section- 40 of the Indian Income Tax Act, 1961.

DRAWING

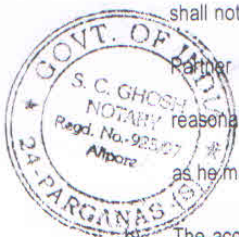
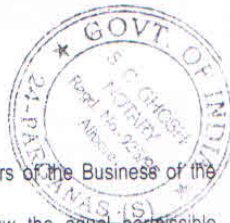
- 6) The Partners shall be entitled to draw such sum of an amount of their respective shares of profit in the Partnership Business as mutually agreed upon. In case on taking of the account of the Partnership any partner shall be found to have drawn any amount in excess of his share of profit he shall have to refund the amount drawn in excess from the Partnership fund forthwith if not otherwise decided or settled by and between the partners.

PROFIT AND LOSS ACCOUNT

- 7) The net profit of the Partnership Business shall be divided between the Partners in equal proportion i.e. 1/2nd each and the Partners shall likewise bear the proportionate losses also including the loss of capital.

ACCOUNTS

- 8) a) The Partnership books of account shall be kept and maintained properly posted up-to-date and shall not be removed from the place of Business without the consent of all the Partners and each Partner shall have free access to the said books of account and other related papers at all reasonable times during the Business hours and shall be at liberty to make such extracts there from as he may think fit.
- b) The accounting year of the Partnership shall be according to financial year commencing from the first day of April and ending on last day of March, every year. The account of the Partnership shall be taken yearly.



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BANK ACCOUNT

- 9) The Partnership Firm shall have the option to open and/or operate account or accounts with any of the Nationalized and/or Private Bank or Banks to the credit of the Partnership Firm and the same will be opened and/or operated under signature of any one of the Partners.

DISSOLUTION AND TRANSMISSION

- 10) The Partnership shall only be dissolved by mutual consent of the Partners as such the provisions of Section- 43 of the Partnership Act, shall not apply. The cause of death or retirement of any Partner shall not have the effect of dissolving the Partnership. The surviving Partners shall have the right and authority to carry on the Business of the Partnership subject to admission of the heir/heirs and legal representative/representatives or nominee/nominees of the deceased partner in the Partnership unless otherwise settled by and between the surviving partners and heir or heirs or legal representatives or nominee/nominees of the deceased Partner in the Partnership. Suspension or delay in this matter shall have no effect on carrying on the Business by the surviving partners in the Firm's name with full powers and authorities.

That on the death of any Partner the Partnership Business shall not terminate. The surviving Partner shall carry on the said Business with the heirs of the deceased Partner accepting him as Partner under the terms and conditions with the deceased partners. In case the heirs are more than one then in such case the said heirs shall elect or nominate in writing one from amongst them and such substituted partner shall be bound by all the terms and conditions of the Partnership Business but in that case the legal heirs of the deceased Partner except the nominated Partner shall have no right to interfere in respect of the Business affairs and/or claim or demand directly for his or their share. They may represent their claim or grievances through their nominated partner.



RETIREMENT

- 11) Any Partner during the continuance of Partnership may retire from the Partnership on giving one calendar month previous notice in writing of his intention to do so to the other partners. At the expiration of such notice period the Partnership shall stand dissolved and the continuing partner shall have the right to carry on the business in the Firm's name. The retiring partner shall only be entitled to the amount that may be found due on adjustment of account taken upto the date of retirements and the said sum will be paid either at a time and/or by installments on the terms as

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agreed between the retiring partner or partners and the continuing partner. The retiring partner shall have no claim on the goodwill of the Firm.

LIMITATION OF POWERS

No Partner shall without the consent of the other partner in writing do any of the under mentioned acts and deeds.

- a) To borrow any money for and behalf of the Partnership Firm in the name of the Partnership Firm and/or pledge the credit of the Partnership or create any charge on the assets of the Partnership Firm in any form or manner whatsoever.
- b) Indulge in any speculation.
- c) Lend or deliver on credit any of the nominees or goods of the Firm to any person whom the others should have in writing forbidden him to trust.
- d) Remit the whole or any portion of any debt or sum due to the Firm.

FACILITIES

- 12) The Partners shall be allowed interest on capital not exceeding 18% per annum or at such other rate of interest as may be mutually agreed upon between the Partners from time to time.
- 13) All the Partners are working Partners and each Partner shall be entitled to receive salary @ Rs. 50,000/- (Rupees Fifty Thousand) only per month or such amount as determined in clause (5) herein.

ASSIGNMENT OF SHARES

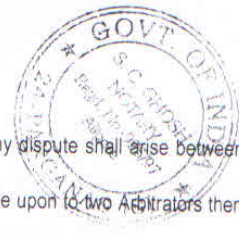


No Partner shall have the right to sale and transfer and/or mortgage his share or interest in the Partnership Firm without the written consent of other Partner. In case any partner intends to do so he shall have to offer the same to the other Partner who on having a notice to that effect shall get the valuation of the share assessed by an expert for the purpose of sale or mortgage as the case may be. The assessment so made by the expert shall be final and binding on the parties.

That each Partner shall have otherwise all the rights and liabilities as a partner under the Indian Partnership Act, 1932, and in view with Finance Act, 1992, and in all other matters for which no provision are in this presents the partners shall be guided and governed by the provision of the aforesaid Act, for the time being in force.

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ARBITRATION



If at any time during the subsistence of the Partnership or on dissolution any dispute shall arise between the partners it shall be referred to a single Arbitrator. In case the parties agree upon to two Arbitrators then one to be appointed by each party of difference. The Arbitrator or Arbitrators so appointed shall act according to the provisions of Arbitration Act, now in force. In case of difference of opinion of the Arbitrators as to be nominated the decision of umpire to be nominated one amongst them will be final.

The Partners shall be able to take loan from any Nationalized Bank and/or L.I.C. and/or Government concern and/or any other Financial Institute with joint responsibility and regarding loan money the responsibility and liability will devolve upon all the Partners proportionately.

SIGNATORY AUTHORITY

Partner No. - 2) herein i.e. SRI BIKASH AGARWAL is hereby made the signatory authority in respect of every document/s except Banking purpose.

POWER TO CARRY ON OTHER BUSINESS

THIS INDENTURE FURTHER WITNESSETH and it is hereby agreed that every partner after rendering required duties for conducting the affairs of the Business shall have their right to carry on other Business for their respective gains at their respective responsibilities.

IN WITNESSES WHEREOF the **PARTIES** hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED
IN PRESENC OF :**



RAJWADA DEVELOPER
[Signature]
Partner

SIGNATURE OF THE FIRST PART

RAJWADA DEVELOPER
[Signature]

SIGNATURE OF THE SECOND PART

Identified by me
[Signature]
Advocate

Signature Attested
on Identification

[Signature]
S. C. Ghosh, Notary
Alipore Police Court, Kol-27
Regd. No. 425/97, Gov. of India

2.

27 NOV 2015