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Certified that the document is admitted for Registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

[Signature]
 District Sub-Register-II
 Alipore, South 24-Parganas

29 SEP 2022

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this 29th day of SEPTEMBER, 2022,

5 0 254 5055

21128

18 MAY 2022

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

Name:.....

Address:.....

Vendor:.....

DEBJYOTI GHOSH
ADVOCATE

SEALDAH CIVIL COURT
ROOM NO -411 (4TH FLOOR)
KOLKATA-700 014

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

Ran Nan Ahy



14533

SRIJAN RESIDENCY LLP

Ran Nan Ahy
Designated Partner / Authorize Signatory



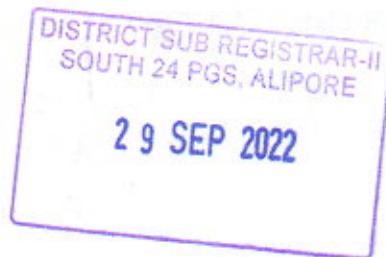
14534

Karan Agam



14535

Identified by me.
Debjyoti Ghosh,
S/o Late Joyanta Kumar Ghosh.
Advocate
Sealdah Civil Court
KOL-700014



Between

- (1) **SRIJAN RESIDENCY LLP, (LLPIN: AAH-2815 PAN ADEFS1907P)**, a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at Srijan House, 36/1A, Elgin Road, Post Office: Lala Lajpat Rai Sarani, Police Station: Bhowanipore, Kolkata - 700020 represented by Sri Ram Naresh Agarwal, (**PAN: ACYPA1903G**), (**AADHAAR NO: 594889630890**) (**Mobile No: 9830040316**) Designated Partner, son of Late Nand Kishore Agarwal, residing at South City Galaxy, Flat No-5A, 2 Justice Chandra Madhab Road, Bhawanipur, L.R. Sarani Kolkata-700020 hereinafter referred to as **FIRST CONTINUING PARTNER** (which terms and expression unless excluded by and repugnant to the context shall deemed to include and mean their and each of their successor-in-office and assign) of the **FIRST PART**
- (2) **RAM NARESH AGARWAL, (PAN: ACYPA1903G), (AADHAAR NO: 594889630890) (Mobile No: 9830040316)**, son of Late Nand Kishore Agarwal by faith - Hindu, by occupation- business, residing at South City Galaxy, Flat No-5A, 2 Justice Chandra Madhab Road, Bhawanipur, L.R. Sarani Kolkata-700020 hereinafter referred to as the **SECOND CONTINUING PARTNER** (which terms and expression unless excluded by and repugnant to the context shall deemed to include and mean his legal heirs, legal representatives and his successor-in-office and assign) of the **SECOND PART**.
- (3) **KARAN AGARWAL, (PAN: BQAPA1841E), (AADHAAR NO: 6942 6315 6826) (Mobile No: 8017098691)**, son of Mr. Ram Naresh Agarwal by



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faith – Hindu, by occupation- business, residing at South City Galaxy, Flat No-5A, 2 Justice Chandra Madhab Road, Bhawanipur, L.R. Sarani Kolkata-700020 hereinafter referred to as the **FIRST NEW PARTNER** (which terms and expression unless excluded by and repugnant to the context shall deemed to include and mean his legal heirs, legal representatives and his successor-in-office and assign) of the **THIRD PART**.

WHEREAS

- A. By a Deed of Partnership dated 22nd December, 2000, hereinafter referred to as “the **ORIGINAL PARTNERSHIP DEED**” registered at the office of Registrar of Assurances ,Kolkata, in Book no. IV, Volume No. 41, Pages No. 47 to 72, Being No. 2368, for the year 2001, Ranjit Kumar Ghosh, Bishwanath Singh along with one Buddhadeb Mazumdar and one Subhash Chandra Ghosh (hereinafter collectively referred to as the **Erstwhile Partners**) were carrying on business of inter alia manufacturing bricks in the Co-partnership under the name and style of **M/S SWAN ENGINEERING COMPANY**, (hereinafter referred to as the **Partnership Firm**)from its principal place of business at the brick field property called, Manikhal Brick Field, lying and situate at **ALL THAT** the piece and parcel of land measuring 9.69 acres, more or less in *Mouza Krishnanagar, J.L. No. 1, Ward No 20 under Mahestala Municipality, PS Maheshtala, Dist 24 Parganas (South)*, by contributing their respective share of capital in the manner and on the terms and conditions mentioned in the Original Partnership Deed.



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B. In terms of the Original Partnership Deed the said Ranjit Kumar Ghosh, Bishwanath Singh, Buddhadeb Mazumdar and Subhash Chandra Ghosh had vested as their contribution of capital, the Said Property/ Brick Field land and Bastu Land, hereinafter referred to as "Manikhal Brick Field Property" being All that pieces and parcel of land admeasuring 2.33 Acres in R.S. Dag No. 382 comprised in R.S. Khatian 356 corresponding to L.R. Dag No. 382 comprised in L.R. Khatian No. 3930, 2.15 Acres in R.S. Dag No. 383 comprised in R.S. Khatian 674 corresponding to L.R. Dag No. 383 comprised in L.R. Khatian No. 3930, 4.76 Acres in R.S. Dag No. 429 comprised in R.S. Khatian 664 corresponding to L.R. Dag No. 429 comprised in L.R. Khatian No. 3930, 0.45 Acres in R.S. Dag No. 419 comprised in R.S. Khatian 656 corresponding to L.R. Dag No. 419 comprised in L.R. Khatian No. 3930 aggregating to 9.69 Acres of land lying at situate at Mouza: Krishnanagar, J.L. No. 1, within the jurisdiction of Ward No. 20 of Maheshtala Municipality, Police Station: Maheshtala, District South 24 Paraganas. The said Manikhal Brickfield property thus became the property of the Partnership Firm although the same was registered in the name of the Partners therein and the partners remaining with no right, title and interest claim whatsoever in the said Manikhal Brick Field Property in their individual capacity.

C. By a Deed of Retirement dated 30th January, 2004 made between the said Buddhadeb Mazumder, therein referred to as the Retiring Partner of the First Part, the said Ranjit Kumar Ghosh, Biswanath Ghosh and Subhash Chandra Ghosh, therein collectively referred to as the Continuing Partners of the Second Part, the Third Part and the Fourth



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Part respectively and registered in the office of the District Sub-Registrar at Alipore, in Book No. IV, Volume No. I, at Pages from 376 to 389, Being No. 00049, for the year 2004, the Retiring Partner therein upon receiving the valuation of his share of tangible and intangible assets of the said partnership firm retired from the said partnership firm and upon such retirement the said Buddhadeb Mazumder released, relinquished, assigned, assured and transferred all his right, title and interest of any nature whatsoever in all tangible and intangible assets both (including movable and immovable) in favour of the partnership firm.

D. Pursuant to the said retirement by the said Buddhadeb Mazumder from the said partnership firm, by a Deed of Partnership dated 30th January, 2004 made between the said Ranjit Kumar Ghosh, therein referred to as the First Party of the First Part and the said Subhash Chandra Ghosh, therein referred to as the Second Party of the Second Part and the said Biswanath Singh, therein referred to as the Third Party of the Third Part, the Parties therein upon re-constituting the said partnership firm carried on the business of Swan Engineering Company in co-partnership on the terms and conditions mentioned therein.

E. By another Deed of Retirement dated 6th January, 2006 made between the said Subhash Chandra Ghosh, therein referred to as the Retiring Partner of the First Part, the said Ranjit Kumar Ghosh and Biswanath Singh, therein collectively referred to as the Continuing Partners of the



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Second Part and the Third Part respectively and registered in the office of the District Sub-Registrar at Alipore, in Book No. IV, Volume No. 1, at Pages from 27 to 34, Being No. 00004, for the year 2006, the Retiring Partner therein upon receiving the valuation of his share of tangible and intangible assets of the said partnership firm retired from the said partnership firm and upon such retirement the said Subhash Chandra Ghosh released, relinquished, assigned, assured and transferred all his right, title and interest of any nature whatsoever in all tangible and intangible assets both (including movable and immovable) in favour of the partnership firm.

- F.** Pursuant to the said retirement by the said Subhash Chandra Ghosh from the said partnership firm, by a Deed of Partnership dated 6th January, 2006 made between the said Ranjit Kumar Ghosh, therein referred to as the First Party of the First Part and the said Biswanath Singh, therein referred to as the Second Party of the Second Part, the Parties therein upon re-constituting the said partnership firm carried on the business of Swan Engineering Company in co-partnership on the terms and conditions mentioned therein.
- G.** By a Deed of Partnership dated 16th August, 2021, hereinafter referred to as "the **RECONSTITUED PARTNERSHIP DEED**" made between the said Ranjit Kumar Ghosh, therein referred to as the First Continuing Partner of the First Part, the said Bishwanath Singh, therein referred to as the Second Continuing Partner of the Second Part, the said Srijan Residency LLP, therein referred to as the First New Partner of the Third Part and the said Ram Naresh Agarwal, therein referred to



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as the First New Partner of the Fourth Partand registered at the office of the Additional District Sub-Registrar at Behala in Book No. IV, Volume No. 1607-2021, at Pages from 1813 to 1854, Being Deed no.160700068 for the year 2021 the First Continuing Partner and the Second Continuing Partner inducted the First New Partner therein and the Second New Partner therein as new partners to carrying on business of interalia manufacturing bricks in the Co-partnership under the name and style of **M/S SWAN ENGINEERING COMPANY**, (hereinafter referred to as the **Partnership Firm**) from the said place of business and on the terms and conditions mentioned therein. By virtue of the aforesaid, the Partnership firm was reconstituted as follows:

| | | | |
|------|--------------------------|---|--------|
| i. | Mr Ranjit Kumar Ghosh | - | 22.50% |
| ii. | Mr Biswanath Singh | - | 22.50% |
| iii. | M/s Srijan Residency LLP | - | 54.45% |
| iv. | Mr Ram Naresh Agarwal | - | 0.55% |

Subsequently, amongst the remaining partners Mr. Ranjit Kumar Ghosh and Mr. Bishwanath Singh has withdrawn significant amount of their capital invested in the firm from 15th August, 2021 to 02nd September, 2021 and finally on 3rd September, 2021 the said Mr. Ranjit Kumar Ghosh and Mr. Bishwanath Singh shown their reluctance to continue as the partners of the firm. As on 03rd September, 2021 Rs. 27,64,327.73 (Rupees Twenty Seven Lacs Sixty Four Thousand Three Hundred Twenty Seven and Seventy Three Paise Only) was standing to the credit of Mr. Bishwanath Singh as capital contribution and Rs. 50,94,707.68 (Rupees Fifty Lacs Ninety Four Thousand Seven Hundred and Seven and Sixty Eight Paise Only) was



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standing to the credit of Mr. Ranjit Kumar Ghosh as capital contribution aggregating to the sum of Rs. 78,59,035.41 (Rupees Seventy Eight Lacs Fifty Nine Thousand Thirty Five and Forty One Paise Only).

H. By another Deed of Retirement dated 8TH September, 2021 made between the said Ranjit Kumar Ghosh and Bishwanath Singh therein collectively referred to as the Retiring Partners of the First Part, the said Srijan Residency LLP and Ram Naresh Agarwal, therein collectively referred to as the Continuing Partners of the Other Part, the Retiring Partners therein upon receiving the valuation of their share of tangible and intangible assets of the said partnership firm i.e. Rs. 27,64,327.73 (Rupees Twenty Seven Lacs Sixty Four Thousand Three Hundred Twenty Seven and Seventy Three Paise Only) paid to Mr. Bishwanath Singh and Rs. 50,94,707.68 (Rupees Fifty Lacs Ninety Four Thousand Seven Hundred and Seven and Sixty Eight Paise Only) paid to Mr. Ranjit Kumar Ghosh aggregating to the sum of Rs. 78,59,035.41 (Rupees Seventy Eight Lacs Fifty Nine Thousand Thirty Five and Forty One Paise Only) the said Mr. Ranjit Kumar Ghosh and the said Mr. Bishwanath Singh retired from the said partnership firm and upon such retirement the said Ranjit Kumar Ghosh and Bishwanath Singh released, relinquished, assigned, assured and transferred all their right, title and interest of any nature whatsoever in all tangible and intangible assets both (including movable and immovable) in favour of the partnership firm.

The said Ranjit Kumar Ghosh and Bishwanath Singh on their retirement also recorded and confirmed that they have completely



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retired from the said Partnership business with effect from 08th September, 2021 and the Continuing Partners have taken over all the assets and liabilities of the said Partnership Firm called 'SWAN ENGINEERING CO' as a going concern from 9th September, 2021 and in pursuance thereof they (a) Assigned and transferred unto the CONTINUING PARTNERS their share in the Partnership Firm, Stock-in-trade, all properties, credits and effects of the said Partnership Firm. (b) Convey and confirm that they shall have no claim whatsoever on the assets of the Partnership Firm on any account whatsoever including Goodwill. (c) Convey and confirm that they shall have no right, title, interest, and any sort of claim whatsoever in respect of the said partnership firm and/or properties thereof. (d) As and when required by the Continuing Partner they unconditionally Agree and confirm to execute any documents required in connection with their retirement to the favour of new partners and/or for their nominees, assigns. (e) Declare and confirm that they have not entered and shall not enter in future into any agreement whatsoever in respect of the said Partnership Firm. (f) Declare that under no circumstances they shall do or cause to be done themselves or through any of their representative, agent, heirs etc. any obstruction/disturbance of any nature and the Continuing Partners shall be entitled to carry on the business of the Partnership firm and enjoy the properties of the firm and utilize the said Partnership Firm uninterruptedly. (g) Agree to indemnify and keep indemnified the Continuing Partners for any losses, financial or otherwise caused to them for their not abiding by the terms of their Retirement deed. (g) Absolutely disclaim, disown, surrender and relinquish forever discharge all or every pretended



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right, title, interest claim or demand or cause of action which may now or hereafter be contended or construed in respect of the said Partnership Firm and otherwise relating thereto in favour of the Continuing Partners.

Pursuant to the said retirement by the said Ranjit Kumar Ghosh and Bishwanath Singh from the said partnership firm, by a Deed of Partnership 08th September, 2021 made between the said Srijan Residency LLP, therein referred to as the First Party of the First Part and the said Ram Naresh Agarwal, therein referred to as the Second Party of the Second Part, the Parties therein upon re-constituting the said partnership firm carried on the business of Swan Engineering Company in co-partnership on the terms and conditions mentioned therein.

- I. In as much as for the expansion and diversification of the business of the Partnership firm the First Continuing Partner and the Second Continuing Partner hereinafter for the sake of brevity as the CONTINUING PARTNERS have approached the First New Partner hereinafter referred to as the NEW PARTNER for bringing in his knowledge, expertise and resources with minimum fund for the expansion of the Partnership Firm and business called SWAN ENGINEERING COMPANY.
- J. The Continuing Partners have represented to the New Partners as follows:-



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- i. That the said partnership business under the name and style of Swan Engineering Company is a going concern
- ii. Both tangible and intangible assets (including movable and immovable) properties of the said partnership business called "SWAN ENGINEERING COMPANY" are free from all encumbrances of any nature whatsoever and there is ample scope of commercial exploitation of the said assets of the said partnership business called "SWAN ENGINEERING COMPANY"
- iii. The Continuing Partners are competent to enter into this Partnership Deed.

Relying on the representation of the Continuing Partners the New Partners has agreed to become Partner of the said partnership business to run the partnership business of SWAN ENGINEERING COMPANY from its present place of business at the said property/brick field or such other place or places as the parties from time to time to decide and accordingly the aforesaid Partnership is reconstituted and the shares of said Mr. Ranjit Kumar Ghosh and Mr. Bishwanath Singh i.e., 45% of previous partnership is adjusted in between the then partners of these partnership with the execution thereof which is valued at Rs 78,59,035.41 (Rupees Seventy Eight Lacs Fifty Nine Thousand Thirty Five and Forty One Paise Only) as per balance sheet as on 03rd September, 2021.

NOW THIS DEED OF PARTNERSHIP WITNESSETH and the parties hereto mutually agreed and deemed to have always agreed and covenant to continue to be Partners to be said business on the terms and conditions and stipulations hereinafter appearing.



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1. That the name and style of Partnership business shall continue to be M/S. SWAN ENGINEERING CO. (hereinafter called the said Firm) and shall be deemed to have commenced on and from 01st September, 2022 and the terms and conditions of these presents shall be effective from the said date.
2. The said Parties do and each of them doth hereby covenant with each other to be and become the Partners and carry on Partnership business mentioned herein below in co-partnership under the name and style of "M/S. SWAN ENGINEERING CO" initially from the Said Property at Manikhal Brick Field within the jurisdiction of Mahestala Municipality, Police Station – Mahestala, in the District of South 24 Parganas or form such other place or places as the parties may from time to time mutually agree upon.
3. The Partnership shall be at Will.
4. The business of the Partnership shall be that of manufacturing and supplying of bricks, real estate development and /or such other business which the partners may from time to time mutually decide. Besides the aforesaid purpose the partnership may be carried on under any other name and other lines, which may from time to time be deemed beneficial and profitable to the Partnership and to do all other acts and things to effectuate attainment of the Partnership business for its development and expansion.
5. The capital of the said Partnership business shall be as standing to the credit of the said Continuing Partners' respective capital account as on this date and the New Partners shall induct and



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account of all the parties. If there is any debit balance in one or more accounts of any partner interest shall be charged at the same rate and in the same manner as provided above for payment of interest to each of them.

10. It is agreed by and between all the parties hereto shall actively devote their time and attention in the conduct of the affairs of the Partnership as the circumstances and business needs may require and shall be entitled to remuneration equal to their profit sharing ratio, which shall be calculated on Net Profit after charging interest as enumerated herein above and all other business expenses and depreciation as given below:

On 'Book Profit' as defined in Explanation 3 of Section 40(b) of the Income Tax Act 1961.

- | | |
|--|--|
| a) On the first 3,00,000/- of Book Profit or in case of loss | Rs. 1,50,000/- or at the rate of 90% of the Book Profit Whichever is more |
| b) On the balance of Book Profit | at the rate of 60% |

The aforesaid interest, remuneration paid or payable to working Partner shall create first charge against the profit. Such remuneration shall be calculated at the close of the accounting year and shall be credited to the respective account of the Partners. However, the Partners may withdraw out of their remuneration for their personal needs from time to time.



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The Partners shall be entitled to increase or reduce the above remuneration. The mode of calculation of the above remuneration may be agreed amongst the continuing partners from time to time.

11. Books of accounts of the said Partnership Firm shall be presented in English language and maintained and kept at the office of the said firm at 36/1A, Elgin Road, Kolkata - 700020 or at such other place or place as the Partners may agree mutually from time to time. The Partners shall always keep accurate accounts showing number of bricks manufactured, the date of manufacture and the other matters necessary of calculating the profit of sale. These books of accounts shall not be removed from the office of the said Firm and Partner without the consent in writing of the other Partner.

12. Each of the Partners shall be entitled to at all material time to inspect the book of accounts and other documents and papers of the Firm and to take copies or extracts thereof from time to time.

13. A general account shall be taken, once a year, of the assets and liabilities of the partnership business and all its stock-in-trade, making proper valuation of all bricks capable of valuation and every such account shall be signed by the partners which will be binding on them. The general account shall be taken during the first week of the accounting year. The accounting year shall be computed from the 1st day of April to the 31st day of March in the next following English calendar year.



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14. Immediately after taking a general account or as soon as thereafter as the partners may be by common consent decide, the account shall be audited by a competent auditor.

15. After the account is audited by the Auditor, profit or loss shall be declared by the partnership under their signature.

16. The Banker of the said Partnership Firm shall be such Nationalised Bank or any other scheduled Banks as the partners shall from time to time determine and such account's will be opened in the name of the Firm.

17. All moneys of the said Partnership business shall as and when received be paid into or deposited in the said Bank or Banks to the credit of the Partnership Firm's account or accounts and all Cheques of the said Firm shall be signed by any two partners jointly.

18. The Bank Account or accounts of the said Partnership Firm shall be operated jointly or severally by any two partners in which the remaining partner shall have no objection.

19. The Partners shall be entitled to modify or alter or amend the above terms and conditions relating to remuneration payable to the partners and shall be entitled to modify or alter or amend the terms relating to interest payable chargeable to from them and also the Partners shall be entitled to modify or alter or amend any of the other terms and conditions of this Partnership of necessary, by executing a Supplementary Deed of Partnership which shall form a part of this Deed of Partnership.



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20. The Partnership Firm shall maintain a Minutes Book in which all important decisions and resolutions relating to the business of the Partnership firm including any change or variation in the payment of interest, salary, commission, bonus etc. payable to the partners shall be recorded and all such decisions and mandates shall be effective from the date they are so declared to be effective.

21. Any Partner may execute a Power of Attorney in favour of the other Partner or with the consent and concurrence of the other Partners in favour of any third party being the representative of the said Firm to be necessary for better management of the business of the said Firm and also any of the Partners shall be entitled to delegate his power to the extent of his right to be other partner if so required.

22. The Partners shall have the right to induct new Partner or Partners in case of requirement of more finance on the terms and conditions to be agreed upon and on admission of new Partner/s the Partnership shall be reconstituted and such reconstituted Partnership shall be carried on the same terms, save to the extent varied at the option of the partners.

23. In case of requirement of more finance for the development and expansion of the Partnership business, the Firm shall have power to borrow money or raise and loan from bank/banks or have any other financial institutions or from private parties for carrying on the said Partnership business at the rate of bank interest but none of the partners shall independently be competent enough to raise any loan for and on behalf of the Firm without the consent of the other Partners in Private Bodies, Company, Firm, Treasury etc. whatsoever.



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24. A Bank Locker may be taken on hire from any Nationalised Bank in the name of the Firm in order to keep the Firm's important documents/papers and such locker may be operated under the signature of any of the partners, provided such operation is authorized in writing with the consent of other Partners to be recorded in Minutes Book as stated hereinabove.

25. Each Partner do hereby covenant with one another as follows :-

- a) diligently attend to the business and devote his whole time and attention thereto and shall promote the same to the best of his ability and in consideration of the services to be rendered to the said Partnership Firm they may be entitled to a remuneration by way of salary/commission, conveyance and/or entertainment, allowance, travelling expenses and perquisites as may be mutually agreed by the Partners from time to time;
- b) punctually pay his separate debts and shall keep the other partner and the properties of the Partnership Firm completely indemnified from and against private debts and engagements and all actions and expenses on account thereof;
- c) shall pay all moneys, cheques, negotiable instruments received by him on behalf of the Partnership Firm in the account/s of the Partnership Firm;
- d) upon reasonable request, inform the other partners of all letters, account writings and other things which shall come to his hands or knowledge concerning the business of the Partnership Firm.



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- e) Shall be just and faithful to each other and
- f) the Manikhal Brickfield Property which have been originally vested at the time of formation of this Partnership business shall continue to be considered and treated as the property of the Partnership business and no partner shall have any right, title, interest, claim whatsoever on the said property in individual capacity.

26. No partner shall without the written consent of the other Partners :

- a) take any apprentice hire or dismiss any agent or servant of the firm.
- b) except in the ordinary course of business give any security or promise for the payment of money on account of the firm.
- c) secure by agree to stand as Surety or guarantee for any person or do or knowing suffer anything whereby the Partnership property may be endangered.
- d) assign or charge his share in the assets or profits of the Firm.
- e) draw or accept or endorse any bill of exchange or promissory note on account of the Firm.
- f) remit the whole or any part debt or sum due to the Firm.
- g) except in the ordinary course of trade dispose of by pledge, sell or otherwise of any part of the Partnership profits.
- h) buy, order or contract for any immovable property or any goods of articles for the use of the Firm.



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i) lend any money or deliver and or render upon credit any of the stocks services of the Firm to any person or persons whom the other partners shall have previously in writing forbidden him to trust.

j) during the subsistence of the Partnership business, deal with or dispose of Brick Field property or any portion thereof or any property to be acquired in the course of business of the Partnership out of the Partnership fund considering the same as his own or their own property.

27. In the event of any partner desiring to retire from the said Partnership for any reason whatsoever he shall give one months notice in writing to the remaining partners intimating his desire and on such notice being received by the remaining Partners the retiring partner shall be paid his share in the goodwill capital and assets of the said Partnership as on the date of retirement and shall be required to pay off his dues and debts, if any, to be paid to the said Firm and after all of his claims and dues against the said Firm are notified, he shall be deemed to be free from the said Partnership.

28. In case of retirement of any Partner, the said Partnership shall not be dissolved but the continuing Partners shall be entitled to continue the Partnership business and to admit new partner/s and to carry on the business of the said Partnership in sign a manner the continuing partner/s may think fit and proper.

29. If any of the partners commits any breach of any of the stipulations contained hereinbefore, he shall indemnify the other for losses and expenses on account thereof.



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30. If during continuance of the Partnership if any partner dies his share into the goodwill, capital, assets and undivided profits of the Partnership business shall develop upon his legal heirs under the law of inheritance. Accordingly, the legal heir or his heirs as a whole should be taken, in place of the deceased partner as a single unit having the share of the deceased and the Firm shall be deemed to continue as it is.

31. In case of dissolution of the said Partnership for any reason whatsoever the assets of the said Partnership business shall forthwith be realized and after payment of all debts, if any, of the said Partnership, balance amount shall be divided amongst the Partners in proportion to the capital contributed and in case of loss the Partners shall continue to bear the said loss in profit sharing ratio as mentioned above.

32. All matters of differences and disputes and all question whatsoever which may or shall either during the continuance or upon the determination of this Partnership business arises between the partners hereof and/or their heirs and/or legal representatives of any deceased Partner hereof in regard to any matter or thing whatsoever relating to the said Partnership and/or to the construction and application of any clause herein contained and/or on any account valuation and/or division to be made hereunder and/or any act, deed and/or rights, duties and/or liabilities of any person under these presents shall be referred to arbitration according and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications thereof for the time being in force.



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33. Any notice hereby required or authorized to be given to any of the said partners shall be sufficiently given by leaving the same address to him at the principal place of business of the said Firm or by sending the same by registered speed post on his usual or last known place of address.

36. Any other matter/s that is/are not specially contained herein shall be dealt with the PARTNERS in accordance with the provisions of the INDIAN PARTNERSHIP ACT or its substitute at any time when necessary.



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IN WITNESS WHEREOF the First Party, the Second Party and the Third Party execute this DEED OF PARTNERSHIP the day, month and year first above written

SIGNED AND DELIVERED by the abovenamed First Party **Srijan Residency LLP** represented by its Designated Partner **Ram Naresh Agarwal** in the presence of :

1. Ravi K. Gupta
15/30/1 Tinkari Naki Bose Lane Salt Lake Howrah

SRIJAN RESIDENCY LLP
Ram Naresh Agarwal
 Designated Partner / Authorize Signatory

2. Samapti Mitra
36/1 A Elgin Road
KOL-20

SIGNED AND DELIVERED by the abovenamed Second Party **Ram Naresh Agarwal** in the presence of :

1. Ravi K. Gupta

Ram Naresh Agarwal
 Ram Naresh Agarwal

2. Samapti Mitra

SIGNED AND DELIVERED by the abovenamed Third Party **Karan Agarwal** in the presence of :

1. Ravi K. Gupta

Karan Agarwal
 Karan Agarwal

2. Samapti Mitra

DRAFTED BY ME
 (As Per Instruction)
Debjyoti Ghosh
 (DEBJYOTI GHOSH)
 ADVOCATE
 SEALDAH CIVIL COURT
 KOLKATA-700 014
 WB/547/2009



DISTRICT SUB REGISTRAR-II
SOUTH 24 PARGANAS ALIPORE

29 SEP 2022

FINGER PRINTS



| | | | | |
|--------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |

Name **RAM NARESH AGARWAL**

Signature.....*Ram Naresh Agarwal*.....



| | | | | |
|--------------|------|--------|------|--------|
| | | | | |
| Little | Ring | Middle | Fore | Thumb |
| (Left Hand) | | | | |
| | | | | |
| Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | |

Name : **KARAN AGARWAL**

Signature.....*Karan Agarwal*.....

| | | | | | |
|--------------|-------------|------|--------|------|--------|
| PHOTO | | | | | |
| | Little | Ring | Middle | Fore | Thumb |
| | (Left Hand) | | | | |
| | | | | | |
| | Thumb | Fore | Middle | Ring | Little |
| (Right Hand) | | | | | |

Name

Signature.....



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS, ALIPORE
29 SEP 2022







Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16023002914328/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|---|----------|---|---|--|
| 1 | Mr RAM NARESH AGARWAL SOUTH CITY GALAXY, FLAT NO 5A, 2 JUSTICE CHANDRA MADHAB ROAD,, City:- , P.O:- L R SARANI, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020 | Seller |  |  | <i>Ram Naresh Agarwal 29/9/2022.</i> |
| 2 | Mr KARAN AGARWAL 2, JUSTICE CHANDRA MADHAB ROAD, City:- , P.O:- L R SARANI, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020 | Buyer |  |  | <i>Karan Agarwal 29/9/2022</i> |







A

DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS, ALIPORE

29 SEP 2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|---|--|---|--|---------------------------------------|
| 3 | Mr RAM NARESH AGARWAL 2, JUSTICE CHANDRA MADHAB ROAD, City:- , P.O:- L R SARANI, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020 | Representative of Seller [SRIJAN RESIDENCY LLP] |  |  | <i>Ram Nares Agarwal</i> 29/9/2022 |
| Sl No. | Name and Address of identifier | Identifier of | Photo | Finger Print | Signature with date |
| 1 | Mr DEBJYOTI GHOSH Son of Late JAYANTA KUMAR GHOSH 36/1A ELGIN ROAD, City:- , P.O:- L R SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 | Mr RAM NARESH AGARWAL, Mr KARAN AGARWAL, Mr RAM NARESH AGARWAL |  |  | <i>Debjyoti Ghosh</i> 29.09.2022 |

(Suman Basu)

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I
I SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

Faint handwritten text, possibly a signature or name, located on the left side of the page.



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS. ALIPORE
29 SEP 2022



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192022230130618251 Payment Mode: Online Payment
GRN Date: 28/09/2022 11:18:26 Bank/Gateway: ICICI Bank
BRN : 88147829 BRN Date: 28/09/2022 11:19:58
Payment Status: Successful Payment Ref. No: 3002914328/3/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: SRIJAN REALTY PVT LTD
Address: 36/1A ELGIN ROAD BHAWANIPORE KOLKATA 700020
Mobile: 8697981473
Depositor Status: Others
Query No: 3002914328
Applicant's Name: Mr DEBJYOTI GHOSH
Address: D.S.R. -II SOUTH 24-PARGANAS
Office Name: D.S.R. -II SOUTH 24-PARGANAS
Identification No: 3002914328/3/2022
Remarks: Partnersip, Transfer of share of Partnership Payment No 3

Payment Details

| Sl. No. | Payment ID | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|---------------|
| 1 | 3002914328/3/2022 | Property Registration- Stamp duty | 0030-02-103-003-02 | 391952 |
| 2 | 3002914328/3/2022 | Property Registration- Registration Fees | 0030-03-104-001-16 | 78390 |
| | | | Total | 470342 |

IN WORDS: FOUR LAKH SEVENTY THOUSAND THREE HUNDRED FORTY TWO ONLY.



Major Information of the Deed

| | | | |
|---|--|---|------------|
| Deed No : | IV-1602-00228/2022 | Date of Registration | 29/09/2022 |
| Query No / Year | 1602-3002914328/2022 | Office where deed is registered | |
| Query Date | 27/09/2022 10:53:42 AM | D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas | |
| Applicant Name, Address & Other Details | DEBJYOTI GHOSH 36/1A ELGIN ROAD,Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9836016301, Status :Advocate | | |
| Transaction | Additional Transaction | | |
| [4205] Partnersip, Transfer of share of Partnership | | | |
| Set Forth value | Market Value | | |
| Rs. 78,39,036/- | | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 3,92,052/- (Article:23) | Rs. 78,390/- (Article:A(1)) | | |
| Remarks | | | |

Seller Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | SRIJAN RESIDENCY LLP 36/1A, ELGIN ROAD, City:- , P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: ADxxxxxx7P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative |
| 2 | Mr RAM NARESH AGARWAL Son of Late NAND KISHORE AGARWAL SOUTH CITY GALAXY, FLAT NO 5A, 2 JUSTICE CHANDRA MADHAB ROAD,, City:- , P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx3G, Aadhaar No: 59xxxxxxxx0890, Status :Individual, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Pvt. Residence |



Buyer Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | Mr KARAN AGARWAL Son of Mr RAM NARESH AGARWAL 2, JUSTICE CHANDRA MADHAB ROAD, City:- , P.O:- L R SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BQxxxxxx1E, Aadhaar No: 69xxxxxxxx6826, Status :Individual, Executed by: Self, Date of Execution: 29/09/2022 , Admitted by: Self, Date of Admission: 29/09/2022 ,Place : Pvt. Residence |

Representative Details :

| SI No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | Mr RAM NARESH AGARWAL (Presentant) Son of Late NAND KISHORE AGARWAL 2, JUSTICE CHANDRA MADHAB ROAD, City:- , P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: ACxxxxxx3G, Aadhaar No: 59xxxxxxxx0890 Status : Representative, Representative of : SRIJAN RESIDENCY LLP (as DESIGNATED PARTNER) |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|-------|--------------|-----------|
| Mr DEBJYOTI GHOSH Son of Late JAYANTA KUMAR GHOSH 36/1A ELGIN ROAD, City:- , P.O:- L R SARANI, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020 | | | |

Identifier Of Mr RAM NARESH AGARWAL, Mr KARAN AGARWAL, Mr RAM NARESH AGARWAL



Endorsement For Deed Number : IV - 160200228 / 2022

On 29-09-2022

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 09:50 hrs on 29-09-2022, at the Private residence by Mr RAM NARESH AGARWAL ,.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 29/09/2022 by 1. Mr RAM NARESH AGARWAL, Son of Late NAND KISHORE AGARWAL, SOUTH CITY GALAXY, FLAT NO 5A, 2 JUSTICE CHANDRA MADHAB ROAD,, P.O: L R SARANI, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Business, 2. Mr KARAN AGARWAL, Son of Mr RAM NARESH AGARWAL, 2, JUSTICE CHANDRA MADHAB ROAD, P.O: L R SARANI, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Service

Indetified by Mr DEBJYOTI GHOSH, , , Son of Late JAYANTA KUMAR GHOSH, 36/1A ELGIN ROAD, P.O: L R SARANI, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by profession Advocate

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 29-09-2022 by Mr RAM NARESH AGARWAL, DESIGNATED PARTNER, SRIJAN RESIDENCY LLP, 36/1A, ELGIN ROAD, City:- , P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Indetified by Mr DEBJYOTI GHOSH, , , Son of Late JAYANTA KUMAR GHOSH, 36/1A ELGIN ROAD, P.O: L R SARANI, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 78,390.00/- (A(1) = Rs 78,390.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 78,390/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/09/2022 11:19AM with Govt. Ref. No: 192022230130618251 on 28-09-2022, Amount Rs: 78,390/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 88147829 on 28-09-2022, Head of Account 0030-03-104-001-16

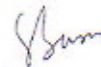
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 3,91,952/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 3,91,952/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 751899, Amount: Rs.100.00/-, Date of Purchase: 18/05/2022, Vendor name: S Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/09/2022 11:19AM with Govt. Ref. No: 192022230130618251 on 28-09-2022, Amount Rs: 3,91,952/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 88147829 on 28-09-2022, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1602-2022, Page from 3756 to 3789

being No 160200228 for the year 2022.



Digitally signed by SUMAN BASU
Date: 2022.10.20 15:48:41 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2022/10/20 03:48:41 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)