

পশ্চিশ্ববঙ্গ पश्चिम बंगाल WEST BENGAL

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registration. The signature sheets and the endroesement sheets attached with the locument are the pa t of this document.

District Sub-Register-III
Alipore, South 24-parganes

INTRODUCING A NEW PARTNER
IN AN EXISTING PARTNERSHIP

THIS DEED is executed on this 1th day of Debruson, 2024 (Two thousand and Twenty Four)

BETWEEN

35936-100/

adentified by one Bulu Holden. dipare belica court

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DISTRICT SUM HEGISTHAR-III SOUTH 24 PGS, ALIPORE 0 1 FEB 2024



পশ্চিমবঙ্গী पश्चिम बंगाल WEST BENGAL

AH 385704

1) MR. SUBHAS DAS (PAN NO. AOWPD8297C) (AADHAAR NO. 4012 0796 0905), son of Sri Raju Das, by religion—Hindu, by occupation Business, by nationality — Indian, residing at 3, Pitambar Sarkar Lane, P.S. Watgunge, P.O. Khidderpore, Kolkata-700023 and 2) MR RAMESH SHAW (PAN No. BRXPS6772C) (AADHAAR NO. 637149916972) Son of Shri Jamuna Shaw, by religion—Hindu, by occupation Business, by nationality — Indian, residing at 12/1/1/L, Belighata Raod, Post Office: Beliaghata, Beliaghata, District:—South 24-Parganas, WestBengal, India, Kolkata - 700015,, (hereinafter referred to as "the existing Partners") of the ONE PART

#### AND

MR. ANUP KUMAR SHAW, having PAN No. AVEPS8770N, AADHAAR NO. 369788248733, Son of Raghunath Shaw, Sex: male, By Caste: Hindu, Occupation: Business, Citizen of: India, residing at 3, Gopal Doctor Road, P.S – Watgunge, P.O – Khidderpore, Kolkata – 700 023, West Bengal,, (hereinafter referred to as "the new partner") of the OTHER PART

The existing partners and the new partner hereinafter collectively referred to as the "Parties".

### WHEREAS

- 1. The existing Partners have been carrying on the business of Development & Construction Work with building raw materials in partnership together at under the firm name M/S. R.S GROUP OF CONSTRUCTION (PAN NO ABCFR8327A) a Partnership Firm having registered office at 28/2, Ram Kamal Street, P.O Khidderpore, P.S Watgunge, Kolkata-700 023 vide terms of a deed of partnership dated 14th Day of September, 2020 (hereinafter called "the existing partnership business").
- 2. MR. ANUP KUMAR SHAW, having PAN No. AVEPS8770N, AADHAAR NO. 369788248733, Son of Raghunath Shaw, Sex: male, By Caste: Hindu, Occupation: Business, Citizen of: India, residing at 3, Gopal Doctor Road, P.S Watgunge, P.O Khidderpore, Kolkata 700 023, West Bengal, has expressed his desire to join the existing partnership business as the new

partner and is ready to contribute a capital of Rs. 100,000/-

3. The existing Partners have agreed to introduce MR. ANUP KUMAR SHAW, having PAN No. AVEPS8770N, AADHAAR NO. 369788248733, Son of Raghunath Shaw, Sex: male, By Caste: Hindu, Occupation: Business, Citizen of: India, residing at 3, Gopal Doctor Road, P.S – Watgunge, P.O – Khidderpore, Kolkata – 700 023, West Bengal, as the new partner in the existing partnership business on the terms and conditions hereinafter appearing.

# NOW THIS DEED WITNESSETH AS UNDER:

# 1. Term of Partnership:

The partnership hereby constituted (hereinafter called "the new partnership") shall be deemed to have commenced on the day of 25th August, 2023 and from such date the deed of partnership dated 14th September, 2020 shall be superseded by this deed and shall continue unless otherwise determined by the Parties.

### 2. Name :-

That the business of the Partnership shall be carried on under the same name and style as that of the existing partnership business i.e. M/S. R.S GROUP OF CONSTRUCTION (PAN NO ABCFR8327A) a Partnership Firm

having registered office at 16A, Hem Chandra Street, P.O – Khidderpore, P.S – Watgunge, Kolkata- 700 023.

# 3. Place of Carrying Business

That the business of Partnership shall be carried from 16A, Hem Chandra Street, P.O – Khidderpore, P.S – Watgunge, Kolkata-700 023 or any other place as may be agreed upon by the Parties.

## 4. CAPITAL :-

The Partners shall contribute Capital in the following Ratios:-

1) MR. SUBHAS DAS

:: Rs. 50,000/-

2) MR. RAMESH SHAW

:: Rs. 50,000/-

3) MR. ANUP KUMAR SHAW

:: Rs. 1,00,000/-

which shall be reflected in the Partner's Capital Account in the ledger of the Partnership firm.

# 5. SHARE OF PROFIT & LOSSES OF THE PARTNERS :-

The Profits and Losses of the firm shall be Shared between the Partners as given below:-

1) MR. SUBHAS DAS

:: 25%

2) MR. RAMESH SHAW

:: 25%

3) MR. ANUP KUMAR SHAW

:: 50%

## 6. BANK ACCOUNTS :-

No. of the last of

The Bank Account/s of the firm will be opened in any Nationalized Bank/ or any other foreign Bank anywhere in India in the Name of the Firm on mutual consent and as agreed upon by the Partners.

## 7. OPERATION OF THE BANK ACCOUNTS :-

The Bank Account/s of the firm shall be solely operated by the partner viz. MR. ANUP KUMAR SHAW and in any circumstances the said partners shall have the right to arbitrarily stop the operation of the Bank Account of the Business of the firm unless it is declared by the Component Court of jurisdiction. If any partner is found involved in such activities whereby the Bank Account/s of the firm is closed or made non-operational resulting which the partnership firm suffers from any financial loss or damage in that event such partner shall be liable to make good of such loss of the firm.

#### 8. ACCOUNTING YEAR OF THE FIRM :-

The firm shall maintain the Financial year as its Accounting year for the purpose of sharing Profits or Losses of the firm amongst its partners and the Accounting year of the Firm will be from 1st day of April to 31st day of March every year.

### BOOKS OF ACCOUNTS :-

Regular and Proper Books of Accounts of the Business of the Partnership firm shall be kept and maintained at the office of the Firm and the Balance Sheet and Profit & Loss Account shall be prepared as per the Accounting year of the firm.

- 10. DRAWING BY PARTNERS: The Partners shall be entitled to draw from the Partnership Business such sum of money for their personal needs time to time as mutually agreed upon after considering the financial position of the business and all such withdrawals shall be duly entered in the Books of Accounts and shall have to be adjusted at the time of Annual Accounting.
  - a) The Partners are being working Partners, may be entitled to draw a Salary from the Firm at such rate/rates as mutually agreed upon amongst themselves.
  - b) In future for the smooth running of the partnership business if all of the partners in addition to his/her initial capital investment, makes any further capital investment in that case he may be entitled to get with/ without interest on such additional capital investment as would be decided mutually by both the partners.
  - c) That if any Partners render service to the Firm in his professional capacity in that event he may be entitled to get remuneration at such rates as would be mutually decided upon by the parties herein.
  - d) That all such above payments be subject to the overall limits laid down by the Income Tax Act, 1961.
  - e) That amounts entitled to be so drawn be paid to the Partners after due consideration of the financial position of the Firm.

## 11. BORROWINGS:

The borrowing for the firm shall be in the Firm's name and shall be done by the mutual consent of the Partners. Interest at such rate or rates shall be paid to the lenders as may be agreed upon with them. Such loans may be taken from the Partners as well. No Partner shall borrow money for his/her personal use in the name of the Firm.

# 12. RETIREMENT OF PARTNER :-

Any Partner may voluntarily Retire from the Partnership after serving upon the remaining partner a Notice in writing of his intention to do so, at least three months prior to such Retirement.

## 13. CONDUCT OF PARTNERS :-

Each Partner shall be:

- Just and faithful in all transactions relating to the Partnership Business.
- b) At all times give to the other Partner, a just and faithful account of the firm.
- c) Punctually pay all money, cheques and negotiable instrument received by him/her on behalf of the firm into the account of the firm.

## 14. RESTRICTION ON PARTNERS :-

No Partner without the consent of the other Partner shall :-

- a) introduce any partner, or
- compromise, compound, release or discharge (except upon payment thereof in full) any debt due to the Partnership, or
- sell, transfer, assign, mortgage or charge his/her share of interest in the partnership business, or

- do any act or thing detrimental to the interest of the firm, or
- e) the stock in trade, capital and property of the said partnership shall in no way be liable for any personal debt of any partner.
- no partner is entitled to take loan for personal use on behalf of the firm. All money taken as loan for the firm will be binding upon the partners jointly.
- g) No partner is entitled to join same kind of business still subsistence of the said firm.

# 15. DUTIES OF THE PARTNERS:-

The duties of the Partners are as follows:

- To arrange finance, negotiate with Bankers / Financial Institution/Borrower.
- To fix up the Labour and fix up their rates.
- To Negotiate with prospective contract and fix up their rates.
- d) To complete supervision & execution of works as per schedule of the contract/ contracts.

# 16. RIGHTS OF PARTNERS :-

The Partners shall be jointly or severally are/is competent and have/has this power to represent the firm in all courts of law and before any other Govt. or Semi-Govt. Officer, Municipalities, Corporations, Railways, Mercantile Firms, Registrar or Sub-Registrar or Registrar of Assurances, to engage Lawyers, Attorney, Agents, etc. and to sign all necessary forms and papers on behalf of the firm. Further the Partner shall be jointly/severally are/is entitled to receive any amount of payment from

any concern whatsoever and/or to give proper receipt to that effect on behalf of the Firm.

# 17. DISPUTES AMONGST PARTNERS :-

Disputes or differences of opinion amongst the Partners or their legal representatives shall be decided as per provisions of the INDIAN ARBITRATION ACT.

## 18. DEATH OF PARTNER :-

In the case of death of any partner, the surviving partner shall have to recognize and include the legal heirs or successors or legal representatives of the deceased partner as his partner if the said legal heir, successor or legal representative of the deceased partner intends to join and carry out the business of the partnership firm and the said legal heirs, successors or legal representatives of the deceased partner is entitled to get the asset and income of the deceased partner and he would also be responsible for loss of deceased partner, if any. In case if the legal heirs, successors or legal representatives of the deceased partner does not want to join the partnership business in that event the surviving partner shall be entitled to continue the business solely after adjusting the accounts of the deceased partner and making payment thereof, if any.

19. Deed of Partnership dated 14.09.2020 to remain in force

All the terms of the deed of partnership dated 14.09.2020, except those as has been modified by this deed, shall remain in force and shall have effect as if the same have been executed by the parties hereto.

IN WITNESS WHERE OF, the parties have set their hands this 25th day of August, 2023.

## SIGNED SEALED AND DELIVERED

In presence of the witnesses: -

1. Arijit Das 116/2 A, Karl Muzik Sarmi, 140/- 83 Bushos: Rango Pro

Signature of The Existing Partners

2. Churdon Shus 43/5/HID, Krimura Suni, Kol-23

Junt 4

Signature of The New Partner

Drafted by :

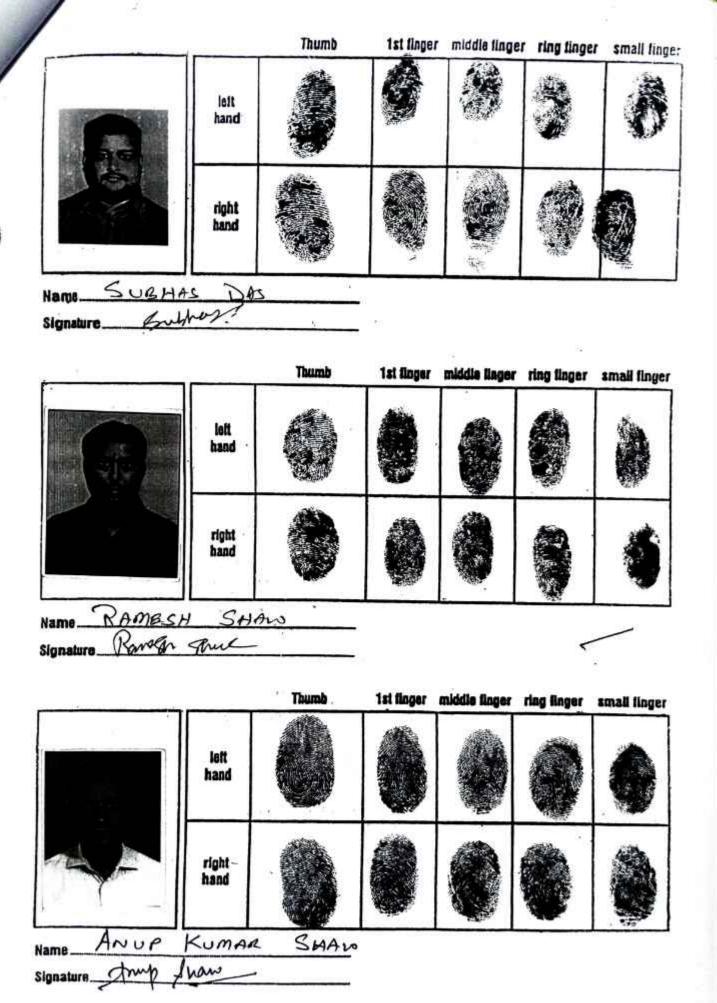
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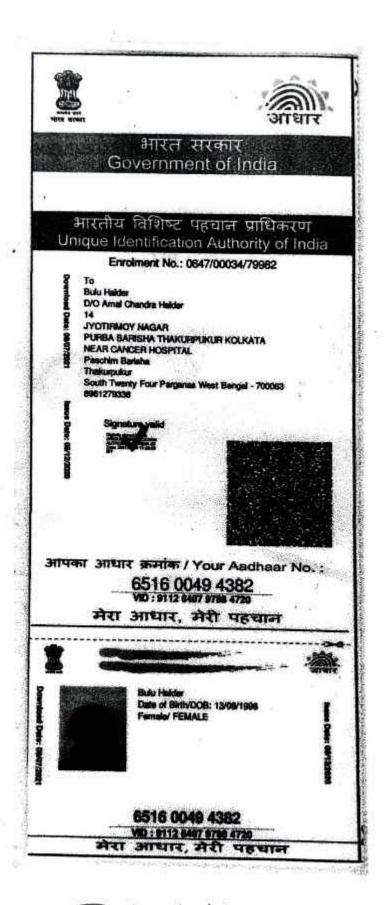
ALIPORE DISTRICT

AND

SESSIONS'
JUDGE AT ALIPORE,

KOLKATA - 700 027 MOBILE NO. 9903309311





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# Major Information of the Deed

Deed No :	IV-1603-00099/2024	Date of Registration	01/02/2024
Query No / Year	1603-3003071754/2023	Office where deed is re	egistered
Query Date	13/12/2023 4:21:17 PM	D.S.R III SOUTH 24-F South 24-Parganas	PARGANAS, District:
Applicant Name, Address & Other Details	PROPERTY OF THE PROPERTY OF TH		Mobile No. : 6291239972,
Transaction	THE THE PARTY OF T	Additional Transaction	DENTAL MEMORITAGE IN THE
[4205] Partnersip, Transfer	of share of Partnership		
Set Forth value		Market Value	医生气性 医甲状丛
Rs. 42,53,908/-			
Stampduty Paid(SD)		Registration Fee Paid	Maria Britainina (s. 2
Rs. 2,12,695/- (Article:23)		Rs. 42,539/- (Article:A(1	))
Remarks		The second secon	···

# Seller Details :

SI Name, Address, Photo, Finger print and Signature				
1	Name	Photo	Finger Print	Signature: 7
	Mr Subhas Das Son of Mr Raju Das Executed by: Self, Date of Execution: 01/02/2024 , Admitted by: Self, Date of Admission: 01/02/2024 ,Place : Office		Captured	fur.
	, one	01/02/2024	LTI 01/02/2024	01/02/2024
	West Bengal, India, PIN:- 70	0023 Sex: Ma	le, By Caste: Hindu,	Occupation: Business, Citizen of:
	West Bengal, India, PIN:- 70	0023 Sex: Ma ed by UIDAI, S	le, By Caste: Hindu, Status :Individual, Ex	Occupation: Business, Citizen of: xecuted by: Self, Date of Execution:
2	West Bengal, India, PIN:- 70 India, Aadhaar No Not Provid 01/02/2024	0023 Sex: Ma ed by UIDAI, S	le, By Caste: Hindu, Status :Individual, Ex	Occupation: Business, Citizen of: xecuted by: Self, Date of Execution:
2	West Bengal, India, PIN:- 70 India, Aadhaar No Not Provid 01/02/2024 , Admitted by: Self, Date of	0023 Sex: Ma ed by UIDAI, S Admission: 01,	le, By Caste: Hindu, Status :Individual, Ex /02/2024 ,Place : O	xecuted by: Self, Date of Execution: office

12/1/1/L, Beliaghata Road, City:- , P.O:- Beleghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700015 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI, Status : Individual, Executed by: Self, Date of Execution:

, Admitted by: Self, Date of Admission: 01/02/2024 ,Place: Office

### **Buyer Details:**

1	Name	Photo	Finger Print	Signature
	Mr Anup Kumar Shaw (Presentant ) Son of Mr Raghunath Shaw Executed by: Self, Date of Execution: 01/02/2024 , Admitted by: Self, Date of Admission: 01/02/2024 ,Place : Office		Captured	June our
		01/02/2024	01/02/2024	01/02/2024

Citizen of: India, Aadhaar No Not Provided by UIDAI, Status : Individual, Executed by: Self, Date of

Execution: 01/02/2024

Admitted by: Seif, Date of Admission: 01/02/2024 ,Place: Office

#### Identifier Details:

Name	Photo	Finger Print	Signature
Bulu Halder Daughter of Mr Amal Chandra Halder Alipore Police Court, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	mak.	Captured	Bue wido
	01/02/2024	01/02/2024	01/02/2024

Endorsement For Deed Number: IV - 160300099 / 2024

#### On 01-02-2024

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 11:59 hrs on 01-02-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Anup Kumar Shaw ,Claimant.

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

Execution is admitted on 01/02/2024 by 1. Mr Subhas Das, Son of Mr Raju Das, 3, Pitambar Sarkar Lane, P.O: Khidderpore, Thana: Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by Profession Business, 2. Mr Ramesh Shaw, Son of Mr Jamuna Shaw, 12/1/1/L, Beliaghata Road, P.O: Beleghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700015, by caste Hindu, by Profession Business, 3. Mr Anup Kumar Shaw, Son of Mr Raghunath Shaw, 3, Gopal Doctor Road, P.O: Khidderpore, Thana; Wattgunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700023, by caste Hindu, by Profession Business

Indetified by Bulu Halder, , , Daughter of Mr Amal Chandra Halder, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 42,539.00/- (A(1) = Rs 42,539.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 42,539/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/12/2023 12:00AM with Govt. Ref. No: 192023240318964031 on 17-12-2023, Amount Rs: 42,539/-, Bank: CANARA BANK ( CNRB0000344), Ref. No. GRIPS2023121706291 on 17-12-2023, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 2,12,695/- and Stamp Duty paid by Stamp Rs 150,00/-, by online = Rs 2,12,545/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 35936, Amount: Rs.100.00/-, Date of Purchase: 24/08/2023, Vendor name: S B Das

2. Stamp: Type: Impressed, Serial no 35937, Amount: Rs.50.00/-, Date of Purchase: 24/08/2023, Vendor name: S B

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/12/2023 12:00AM with Govt. Ref. No: 192023240318964031 on 17-12-2023, Amount Rs: 2,12,545/-, Bank: CANARA BANK ( CNRB0000344), Ref. No. GRIPS2023121706291 on 17-12-2023, Head of Account 0030-02-103-003-02

ON THE SHOP OF THE

Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV Volume number 1603-2024, Page from 2094 to 2114 being No 160300099 for the year 2024.



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Digitally signed by MD IYARAFIUN GAZI Date: 2024.02.06 14:10:20 +05:30 Reason: Digital Signing of Deed.

(Md Iyarafiun Gazi) 06/02/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.