

# **Government of Jharkhand**

# Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: ed7df3585441b71150db

Receipt Date: 21-Jul-2022 01:43:54 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Partnership

District Name: EastSinghbhum

Stamp Duty Paid By: S R Enterprises

Purpose of stamp duty paid: Reconstitution Deed of Partnership

First Party Name: S R Enterprises

Second Party Name: NIL

GRN Number: 2212283596

erean be verified in the jharnibandhan site through receipt number :-

HONOR CALL



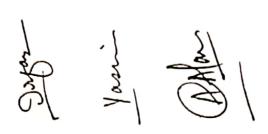
This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। प्रें निन्द कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु क्रिपयोग होते मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

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# **Government of Jharkhand**

# e-Stamp Receipt Number: ed7df3585441b71150db

## RECONSTITUTION DEED OF PARTERNERSHIP

This Reconstitution Deed of Partnership is made and executed on this the 21st Day of July 2022 at Jamshedpur.

### By & Between

Mr. MD. IRFAN ALI son of Shri. Md. Shamsul Haque, By Faith Muslim, By Nationality Indian, By Occupation Business, Resident of Holding No-36451, Road no-13 B, Jawaharnagar, Mango, PO Mango & PS Mango, Town Jamshedpur District East Singhbhum and State Jharkhand. Having PAN card number AINPA7968A, issued by Income Tax department and Aadhaar No 291424431727 issued by Unique Identification Authority of Indian Hereinafter known as the First Partner/Party (which expression shall unless excluded by and repugnant to the context must mean and include his legal heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the First Part.

#### AND

Mrs. YASMIN SULTANA, wife of Md. Irfan Ali, Faith Muslim, By Nationality Indian, By Occupation Business, Resident of 4/1, Awas Plaza Office Post Road, Mango, PO Mango & PS Mango, Town Jamshedpur District East Singhbhum and State Jharkhand. Having PAN card number DZBPS9804R, issued by Income Tax department and Aadhaar No 317063965966 issued by Unique Identification Authority of India. Hereinafter known as the Second Partner/Party (which expression shall unless excluded by and repugnant to the context must mean and include his legal heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the Second Part.

### AND

Mr. MD. AFTAB ALAM son of Shri. M M Ansari, By Faith Muslim, By Nationality Indian, By Occupation Business, Resident of Santaram Path, Beside Green Vatika, Lakshya Apartment, Chepapul, Azadnagar, PO Azadnagar & PS Azadnagar, Town Jamshedpur District East Singhbhum and State Jharkhand. Having PAN card number AMDPA3910G, issued by Income Tax department and Aadhaar No 583495382031 issued by Unique Identification Authority of India. Hereinafter known as the New Partner / Third party (which expression shall unless excluded by and repugnant to the context must mean and include his legal heirs, successors, legal representatives, nominees and assigns) of the Third Part.





WHEREAS the First Partner and His Father namely Shri. Md. Shamsul Haque were carrying on business in Partnership Firm, in the name and style M/S S.R. Enterprise under the Deed of Partnership executed on 1st Day of April 2015 and entered into by and between the First Partner and His Father namely Shri. Md. Shamsul Haque.

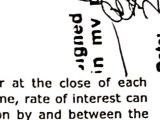
WHEREAS Shri. Md. Shamsul Haque father of the First Partner retired from the Partnership and the Second Partner of this indenture was introduced as new Partner and the Partnership was reconstituted on 4<sup>th</sup> Day of October 2020 and all the Parties involved Reconstituted the Partnership by executing a Reconstitution Deed of Partnership. The said Partnership Firm was then registered with the Registrar of Firms Ranchi having Registration number 40/2021 and the date of registration is 29<sup>th</sup> Day of January 2021, Registration Application no 4738 dated 20<sup>th</sup> January 2021

WHEREAS the First and Second Partner now want to introduce the third Partner and all the Partners mentioned above mutually decided to reduce into writing the terms and conditions of the partnership to give effect to the said transaction.

## NOW THIS INDENTURE IS WITNESSETH AS FOLLOWS:

- 1. That the Partners referred above shall carry on the business of Sale and Purchase of land, Plotting of Sub-Plots, Development and Construction of Commercial and Residential multi Storied buildings, Bungalows, Duplexes, Triplexes etc. and Marketing of real estate in any state of India, as they mutually decided from time to time in the PARTNERSHIP FIRM under the name and style of M/S S.R. Enterprises, the full form of S. R is Shamsul and Ruksana, hereinafter referred to as the FIRM M/S S.R. Enterprises, having its registered office at Shop No 13, Situated at Awas Plaza JISI Business Center Old Plot no 64, Old Khata No 5, New Plot No 2599, New Khata No 11, Ward No 10, M.N.A. C Thana No 1642, Mouza Mango, Post Office Road, Mango, PO Mango & PS Mango, Town Jamshedpur District East Singhbhum and State Jharkhand, But by their mutual written consent they may start and carry on any other business or businesses under any other name or names at any other places.
  - 2. That the business of the PARTNERSHIP shall be deemed to have commenced from 1<sup>st</sup> Day of April 2015. This Reconstitution Deed of Partnership shall be deemed to be executed on 1<sup>st</sup> Day of April 2022
  - 3. That the necessary capital as well as further funds required in future for the purpose of partnership business shall be contributed by the all the partners or as may be mutually agreed upon by and between the partners from time to time. Interest at the rate of 12 percent per annum or as may be prescribed under Section 40 (b) of the Income Tax Act, 1961 or any other applicable provisions as may be in force under the Income assessment of partnership firm for the relevant accounting period shall be payable to the Parties on account standing to the credited to the account of the Partners. Such interest shall be





calculated and credited to the account of each partner at the close of each accounting Year. However, in case of loss or lower income, rate of interest can be nil or lower than 12 percent as may be agreed upon by and between the parties from time to time. Any interest claim by the partners will be by mutual written consent.

- 4. That all the PARTNERS referred above shall be Working partner and shall attend diligently to the business of the partnership and carry on the same for the greatest advantage of the Firm.
- 5. That all the WORKING PARTNERS may receive remuneration w.e.f. 1<sup>st</sup> Day of April 2022, for the work of the FIRM as may be agreed mutually from time to time between the Parties in accordance with the provisions of the Income Tax Laws as well as business necessities and other factors. The parties shall be entitled to increase or reduce the above remuneration as may be agreed upon from time to time by and between the parties.
- 6. That all business expenses shall be borne by the FIRM.
- 7. That the regular accounts books shall be kept in due course of business in which entries shall be faithfully recorded for all the transactions enter into by the firm and such books shall be closed on 31<sup>st</sup> March every year or/on any other convenient or auspicious day as may be mutually agreed upon between the parties hereto from time to time.
- 8. That on closing the account books in the aforesaid manner, a regular profit & Loss Account shall be prepared and a balance sheet shall be drawn up.
- 9. That the profits or Losses, as the case may be, of the partnership business shall be divided among the partners as under:

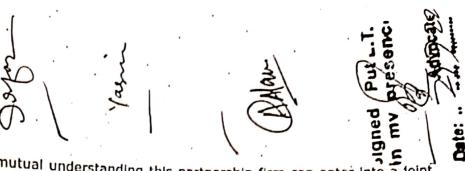
Name of Partner	% Share of Profit & Loss
Mr. MD. IRFAN ALI	25%
Mrs. YASMIN SULTANA	55%
Mr. MD. AFTAB ALAM	20%

10. That each partner will act as an agent of the other and all the partners will have ownership in the assets and properties of the firm as per their proportion and should also be liable equally for debts of the firm. Be it be noted that individually the partners are indulged in their separate business, so their individual assets and liabilities will not be indulged in this partnership and the previous assets and liabilities of the partners will not be included in this partnership.

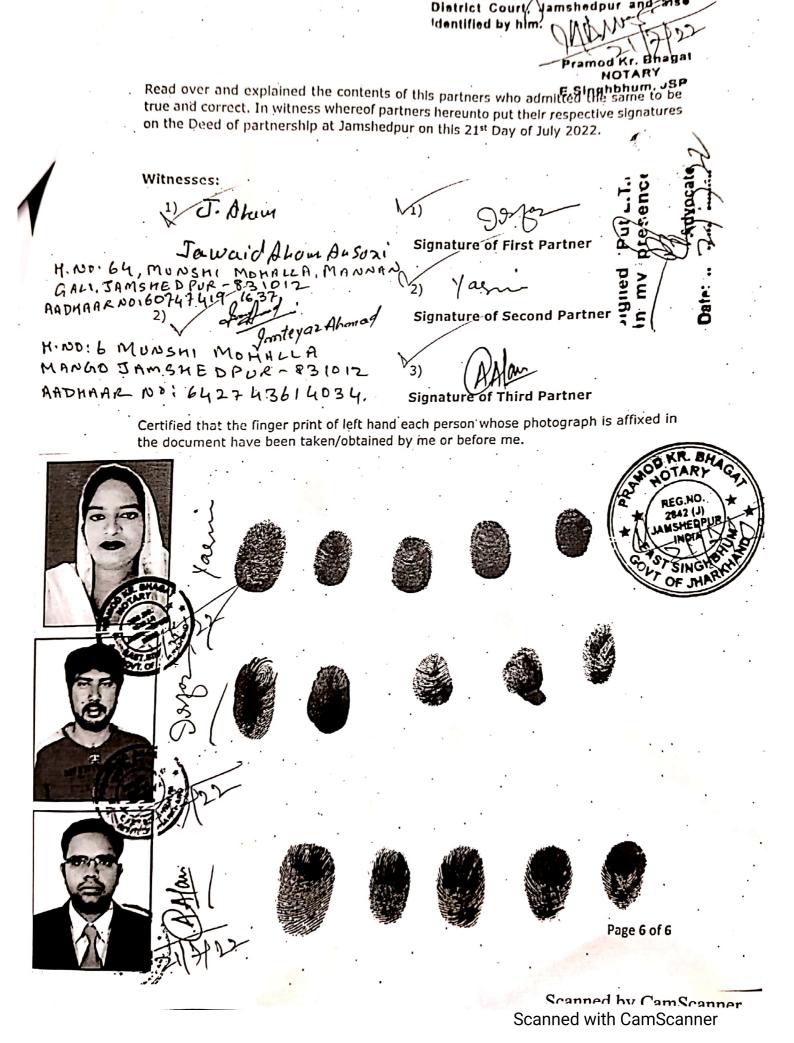




- 11. That Each Partner Shall
  - a) Diligently attend the business of Partnership and devote his necessary time and attention thereto.
  - b) Punctually pay his separate debts and indemnify the other partner and the assets of the firm against the same and all expenses thereof.
  - c) Upon every reasonable request inform the other Partner of all letters, accounts, writings and such other things which shall come to her/his hands or knowledge concerning the business of the Partnership.
- 12. That neither Partner shall without the written consent of the other
  - a) Lend money or deliver goods on credit to any person or persons without the written consent of the other partner.
  - b) Raise or advance any loan in the name of or on behalf of the firm.
  - c) Assign, charge or transfer her/his shares in assets or profits of the firm
- 13. That the duration of the PARTNERSHIP shall be "AT WILL" or subject to Clause '15'.
- 14. That any partner may retire from partnership after giving a notice to the other partner (s) of not less than three months in writing to the other partner (s) but none shall leave the firm until or unless all pending commitments are carried out, liabilities are paid off, assets are realized and accounts are rendered fully and settled finally to the entire satisfaction of each of the parties hereto.
- 15. That on the death or lunacy of any one of the partners legal heirs can continue the operations of this partnership firm or else they can take their share and the other partner will continue the business by as per his will.
- 16. That any partner can be expelled with the majority decision and the said expulsion should be conveyed in writing and the reasonable time be given to the expelled partner for being heard in the matter.
- 17. That the expelled partner or partners cannot file dissolution suit for dissolution of the firm.
- 18. That no Partner shall be entitled to file suit seeking dissolution of the firm.
- 19. That the partners of this firm can be Director of a companies or partners in other partnership firms also but the liabilities of any other Companies or Firms cannot be claimed from this firm's assets and this firm will only be liable for the work done by this particular firm.



- 20. That, upon mutual understanding this partnership firm can enter into a joint venture or partnership with any other company or partnership firm or any individual.
- 21. That, upon mutual understanding, each partner or his duly authorized agent shail have free access to the account books of the partnership and shall entitled to take copies or extracts from any or all such books and records of the partnership Business.
- 22. That, no partner shall have the right to sell, mortgage or transfer his share of interest in the FIRM to anyone else except to his heir or heir of any one of the existing partners or to their heir(s). In the event of heir (s) selling his/her share to anyone else the existing partners shall have a right or pre emotion in respect of such share (s) sold.
- 23. That, no partner shall do any act or thing whereby FIRM property may be prejudicially affected.
- 24. That, the terms of the partnership Deed may be altered, added to or cancelled by the written consent of the partners to this DEED.
- 25. That, the partners can open the bank account of the firm, in any bank and shall be operated by the partners jointly or individually, as the case may be or mutually agreed in writing, money can be deposited to the account from any person or party or firm by any modes or forms.
- 26. That, the partners shall not take any loan from any person/Finance Company, bank or any other Govt. /Pvt. Department in any case on the name of the firm, without the written consent of each other.
- 27. That, in the case of any dispute arising of this DEED between the parties of this DEED; it shall be decided by Arbitration and Conciliation Act.
- 28. That, the other terms and conditions shall be in accordance with the Indian partnership Act 1932 or any statutory modification thereof. And the partners along with their respective legal heirs and successor will abide by the terms and conditions of this Deed of Partnership. Jamshedpur Court will have jurisdiction in all the matters arising out of this Indenture.
- 29. The deed is executed in Triplicate having e-stamp paper receipt no 9a61a98eab11552e787a, ed7df3585441b71150db, and 7394f0839e0c58b3aa5f



Attested the signatures of the Executant/Executants, who Signed/Put L.T.I.,(in my Presence of Sri.)