



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : b3d84c26abeade309a08

Receipt Date : 25-Jul-2022 03:02:49 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Hazaribag

Stamp Duty Paid By : ARVIND KUMAR SINHA

Purpose of stamp duty paid : PARTNERSHIP DEED

First Party Name : ARVIND KUMAR SINHA

Second Party Name : VISHWAJEET KUMAR

GRN Number : 2212348426

MD. ISLAM
NOTARY
274 HIRAG JHARKHAND



29850 23MP
Section 3 (1) (a) of the
Stamp Act 63 of 1952
(1) of the notaries rules 1952

This stamp paper can be verified in the jharnibandhan site through receipt number :-

JK 19032

DEED OF PARTNERSHIP RE-CONSTITUTION BY AND BETWEEN
UPNESH KUMAR SINHA, ARVIND KUMAR SINHA, DHIRENDRA
KUMAR AND VISHWAJEET KUMAR EXECUTED ON THIS 1ST
DAY OF OCTOBER '2022 FOR SAI AAKASH DEVELOPER,
DIPUGARHA, HAZARIBAG-825301, JHARKHAND



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

SAI AAKASH DEVELOPER

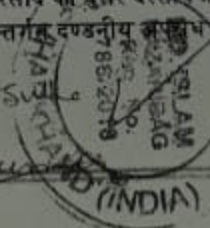
इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Upnesh Kumar Sinha

Arvind Kumar Sinha

Dhirendra Kumar Sinha

VishwaJeet Kumar



DEED OF PARTNERSHIP - RECONSTITUTION

THIS DEED of Partnership is reconstituted for admission of a new partner on this the 1st day of October '2022 by and between:

1. Shri **Upnesh Kumar Sinha** son of Late Harihar Prasad resident of At – Shiv Mandir Road, Near Irrigation Colony, Dipugarha, PS. Korrah, Dist : Hazaribag - 825301, Jharkhand, India by Profession Business, [PAN : ACEPS3173Q] (Hereinafter to be called the First Party);

2. Shri **Arvind Kumar Sinha** son of Late Dr. Jawahar Lal resident of At - 401, Deolok Apartment, Road No. 3E, New Patliputra Colony, PS. Patliputra, Patna - 800001, Bihar, India by Profession Business [PAN : AJPPS7756P] (Hereinafter to be called the Second Party);

3. Shri **Dhirendra Kumar** son of Shri Girish Chandra Prasad, resident of At - Nalanda Colony, Bariatu, & PS : Bariatu, Dist : Ranchi - 834001, Jharkhand, India by Profession Business [PAN : AJPPK8873M] (Hereinafter to be called the Third Party);
AND

4. Shri **Vishwajeet Kumar** son of Shri Satyakishor Mehta, resident of At – Near Tower, Barka Khurd, PO & PS. Ichak, Dist. Hazaribagh – 825402, Jharkhand, India by Profession Business [PAN : EQVVK3332N] (Hereinafter to be called the Fourth Party);

THAT the expression parties here to shall unless repugnant to the context mean and include heirs, successors, executors, administrators and legal heirs of the parts.

Upnesh Kumar Sinha

Dhirendra Kumar

Arvind Kumar Sinha

Vishwajeet Kumar

WHEREAS the parties of the 1st, 2nd and 3rd part are carrying on business in partnership in the name of **SAI AAKASH DEVELOPER** registered with the Registrar of Firms, Jharkhand vide Registration No. 130/2015 dated 28/07/2015 as from the day of incorporation under and by virtue of the deed of partnership dated the 27th day of April 2014 entered into between them

AND WHEREAS the existing partners now desire to admit the new partner as an additional partner in the said partnership and the new partner is also willing to join the said partnership on the terms hereinafter provided.

AND WHEREAS the present book value of their shares in capital contribution of the existing partners and in the assets of the partnership firm as period ended on 30.09.2022 which the new partner has agreed to accept.

AND WHEREAS the parties to this deed were desirous of carrying on business of builders and developers of Land, Building, Apartment, Road including Civil, Electrical, Engineering, Earthwork, Erection, Fabrication, Cutting, Filling, Transporting, Construction Works etc. Central Government or Semi-Government Department or Government Undertaking Department or under Private concerns, Public and Private Limited Companies, etc. and General Order Supplies of various goods and products but were unable to do the same individually for want of sufficient capital and supervisory hand.



SAI AAKASH DEVELOPER

Anirudh Kumar Singh

Upnesh Kumar Singh

Prakranta Kumar

Vishvajit Kumar

And WHEREAS on being approached by each other, all the parties respectively agreed to admit a new partner and devote their time in the said line of business.

And WHEREAS as a result of their agreement, they entered into a partnership for reconstitution of the firm for carrying on the business, under the name and style of **SAI AAKASH DEVELOPER** with its principal place of business At - Shiv Mandir Road, Near Irrigation Colony, Dipugarha, Dist : Hazaribag - 825301, Jharkhand, India on the terms and conditions incorporated in the Partnership Deed executed on 01.10.2022.

AND FURTHER WHEREAS the parties to this deed have been carrying on the above said business in partnership on the terms and conditions orally and mutually agreed amongst them as aforesaid;

NOW, THEREFORE THIS DEED WITNESSETH as under, incorporating the aforesaid terms and conditions of the partnership:

1. That the partnership business shall be carried on under the name and style of **SAI AAKASH DEVELOPER** with its principal place of business At - Shiv Mandir Road, Near Irrigation Colony, Dipugarha, Dist : Hazaribag - 825301, Jharkhand, India. The parties by mutual consent may carry on business at such other place or places, in such other name or names and of such other nature or natures, as they may deem fit and proper from time to time.



Upnesh Kumar Sinha

Arvind Kumar Sinha

Pratibha Kumar Sinha

Kishor Jyoti Kumar

2. That the existing partners hereby admit Shri Vishwajeet Kumar, party of the fourth part as a new partner alongwith the existing partners of the said firm carried on or in the name of **SAI AAKASH DEVELOPER** as from the 1st day of October '2022.
3. That the partnership business shall be business of builders and developers of Land, Building, Apartment, Road including Civil, Electrical, Engineering, Earthwork, Erection, Fabrication, Cutting, Filling, Transporting, Construction Works etc. Central Government or Semi-Government Department or Government Undertaking Department or under Private concerns, Public and Private Limited Companies, etc. and General Order Supplies of various goods and products etc., the nature, line and scope of the partnership business may be altered, extended or restricted from time to time as mutually agreed upon between the parties.
4. That the Capital of the partnership business shall be contributed by all the parties in such manner as may be mutually agreed between the parties from time to time according to the needs of the business.
5. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same.



Umesh Kumar Singh

Anil Kumar Singh

Arundhanee Kumar

Vishwajeet Kumar

6. That the books of account shall be closed on 31st day of March each year. The net profit or loss after deducting all expenses, interest, remuneration, and outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.
7. That the bank account or accounts have been and shall be maintained in the name of the firm and shall be operated by any two parties to this deed and in such a manner as may be mutually decided by the partners in the future.
8. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed amongst the partners in the following proportion:

Sl. No.	Name of Party	Share in profits
1.	Shri Upnesh Kumar Sinha	25.00%
2.	Shri Arvind Kumar Sinha	25.00%
3.	Shri Dharendra Kumar	25.00%
4.	Shri Vishwajeet Kumar	25.00%

The losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion.

Upnesh Kumar Sinha

SAI AAKASH DEVELOPER

Arvind Kumar Sinha

Dharendra Kumar

Vishwajeet Kumar



9. That interest at the rate of 12% per annum or as may be prescribed under section 40(b)(iv) of the Income-tax Act, 1961 or any other applicable provisions as may be in force in the income-tax assessment of the partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partner's capital account on the amount standing to the credit of the account of the partners.

Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time.

10. That the parties of all the part have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm. The said partner shall be working partner. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partner, shall be entitled to a remuneration. Each partner is entitled for a remuneration of Rs. 25,000.00 (Rupees Twenty Thousand) per month.



Upnesh Kumar Sinha

SAI AAKASH DEVELOPER

Arvind Kumar Sinha

Ominderdev Kumar

Vishwajeet Kumar

In the case of loss or inadequate profit, the remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 of the Income-tax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year or less than the fixed remuneration. Such amount of remuneration shall be distributed between the said working partners in the profit and loss sharing ratio.

The remuneration payable to the working partner or partners shall be paid or credited to their capital accounts at the rate or rates as may be agreed by and between the partners and the amount of remuneration can be increased, reduced or altered in such manner as may be mutually agreed between the parties from time to time according to the needs of the business.

11. That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.
12. That the partnership has been and shall be a partnership at will.

That in the case of difference of opinion on any question regarding business, the opinion of the majority will be final and binding on all the partners.



Upnesh Kumar Singh

Arvind Kumar Singh

SAI AAKASH DEVELOPER

Divyanshu Kumar

Vishwajeet Kumar

14. That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between themselves.
15. That if the partners deem proper and, in their interest, for smooth running and development of the business, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.
16. All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheques) shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.
17. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary



Upnesh Kumar Sinker

Anand Kumar Sinker

Chidambaram Kumar

Kishore Kumar

deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

18. That the partners, by mutual consent, are entitled to take loan from the Government institutions, bank or private parties on behalf of the firm, for the development and smooth running of the partnership business. .
 19. That the partners or any of the partner, by mutual consent, are entitled to execute any agreement or deed or affidavit on behalf of the firm, for the development and smooth running of the partnership business.
 20. That any partner may retire from the partnership business after giving 30 days prior notice of his or her intention to retire. The retiring partner will be paid off his/her capital standing in his/her name on the date of retirement. If the firm does not pay his/her capital on the date of retirement it will also be liable to pay interest to the retiring party @ 12% per annum from the date of retirement.
- That the partnership business shall not stand dissolved with death of any partner but shall be carried on by the surviving partners and next legal heir(s) or legal representative(s) of the deceased partners.



Upnesh Kumar Siro

Anand Kumar Siro

SAI AAKASH DEVELOPER

Pradeep Kumar

Vishwajeet Kumar

22. That for the matters not provided for above, the provisions of Indian Partnership Act, 1932, as amended from time to time, shall apply.
23. That the change in the constitution of the said firm made by this agreement will be notified or registered under the Partnership Act, and Income Tax Act, as per the legal requirements thereof.

IN WITNESS WHEREOF the parties to this deed have set their hands on the day and year first above written and in the presence of:

Executants :

⇒ First Party Upnesh Kumar Sinha

⇒ Second Party Anand Kumar Sinha

⇒ Third Party Anand Kumar Sinha

⇒ Fourth Party Vishwajeet Kumar



WITNESSES :-

1. Somnath Bediya
Add - Sikidiri Ranch
2. Kuldeep Ram
Add - Rahiya Ichale Hazaribagh

Identified the deponent who has signed this in my presence

Vishwajeet Kumar
23/11/2020