



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 3ec820ab3d3451746ccb

Receipt Date : 03-Aug-2023 06:26:04 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Ranchi

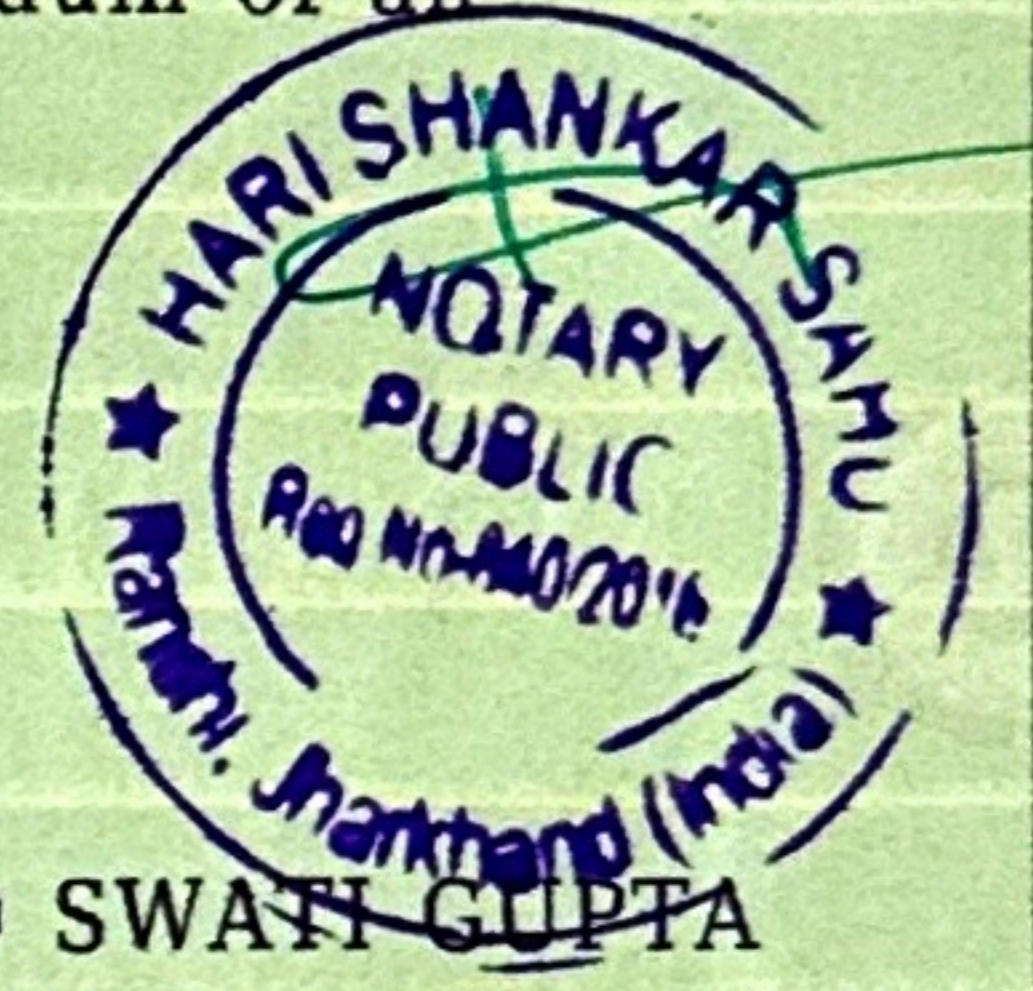
Stamp Duty Paid By : SWASTIK BUILDERS

Purpose of stamp duty paid : PARTNERSHIP DEED

First Party Name : SWASTIK BUILDERS

Second Party Name : SHARWAN KUMAR AND SWATI GUPTA

GRN Number : 2318589889



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

Sharwan Kumar

Swati Gupta

Pawan Kumar Samu



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। पुनः प्रिन्ट कृत, 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।



4 AUG 2023

Supplied Under Notaries Act-1956  
Notaries Rules 1956 by Govt. of  
Jharkhand Ranchi (India)

# **DEED OF RECONSTITUTION OF PARTNERSHIP**

THIS DEED OF PARTNERSHIP is being executed on 03<sup>rd</sup> Day of August, 2023

BETWEEN

(1) **Mr. Sharwan Kumar**, Individual, s/o Shri Lal Babu Sah, resident of Sunder Vihar, Tiril, Kokar, P.O.-Bariatu, P.S.-Sadar, Ranchi-834009 Jharkhand, having PAN: BAQPK3716E & AADHAAR NO. 411672625906 hereinafter referred to as the party of the FIRST PART; (which expression shall mean and include his legal heirs, executors, administrators and assigns)

AND

(2) **Miss Swati Gupta**, Individual, d/o Shri Dilip Kumar, resident of 832, Near Kali Asthan, Sunder Vihar Tiril, Road Kokar, P.O.-Bariatu, P.S.-Sadar, Ranchi-834009, Jharkhand, having PAN: DQBPG2339L & AADHAAR NO. 219558481092 hereinafter referred to as the party of the SECOND PART; (which expression shall mean and include her legal heirs, executors, administrators and assigns)

WITNESS that WHEREAS the firm has been carrying on the Business in partnership in the Name & style of "SWASTIK BUILDERS" vide partnership deed dated 26<sup>th</sup> Day of August, 2015.

AND WHEREAS Mr. Pawan Kumar Sah because of some other engagements is not able to continue as a partner in the firm and is retiring from partnership to which all the other partners have consented.

AND WHEREAS party no. 2 has been appointed as a new partner in the firm with effect from 03<sup>rd</sup> Day of August, 2023, to which all the other partners have consented.

\* This deed contains 7 (seven) pages serially numbered and there is no correction in any page of this indenture.

AND WHEREAS the parties deem it proper to reduce all the terms and conditions in which they have agreed to work in partnership, to writing by means of his Deed of Reconstitution of Partnership.

Authorized Under Notaries Act-1956  
Notaries Rules 1956 by Govt. of  
Jharkhand, Ranchi (India)

4 AUG 2023

Sharwan Kumar

Swati Gupta

Pawan Kumar Sah



AND WHEREAS the parties have deemed it expedient to reduce into writing and are desirous of recording the terms and conditions governing their relations *interse*.

NOW, THEREFORE, THE DEED OF PARTNERSHIP WITNESSETH AS UNDER:

1. That Mr. Pawan Kumar Sah is retiring from the partnership firm with effect from **03<sup>rd</sup> Day of August, 2023**.
2. The retiring partner shall be entitled to the amount standing to the credit in his capital account in the firm's book as on **03<sup>rd</sup> Day of August, 2023**.
3. That the amount payable as stated in the clause no. 2 shall be paid to Mr. Pawan Kumar Sah as per his instruction and he shall not be entitled to any interest on his outstanding credit balance till such amount is fully paid.
4. That the retiring partner i.e. Mr. Pawan Kumar Sah have no right, title claim or interest whatsoever on the assets, title, future benefits, advantages or profit of the said Partnership firm. The continuing and the future partner shall become full owner of the above partnership firm and shall be entitled to continue to be partners without dissolving the firm.
5. That no value has been assigned to the goodwill of the firm to which all the parties have mutually agreed upon and accordingly Mr. Pawan Kumar Sah, has consented and hence shall not be entitled to claim any amount towards the same.
6. That the retiring partner i.e. Mr. Pawan Kumar Sah shall not henceforth represent the partnership firm before any person, company, government department or any other artificial judicial person.
7. That the retiring partner shall not be liable towards any liability arising on or after the above mentioned date however he shall be jointly and severally liable with the party no. 1 & 2, so far as any statutory or any other financial liability which relates to the period from the date of last reconstitution i.e. **12<sup>th</sup> September, 2017** upto the date of retirement from the firm i.e. **03<sup>rd</sup> Day of August, 2023**.
8. The existing partner hereby admit the new partner as a partner along with the existing partners of the said firm carried on or in the name of "SWASTIK BUILDERS" as from the **03<sup>rd</sup> Day of August, 2023**.

4 AUG 2023



*Shrawan*

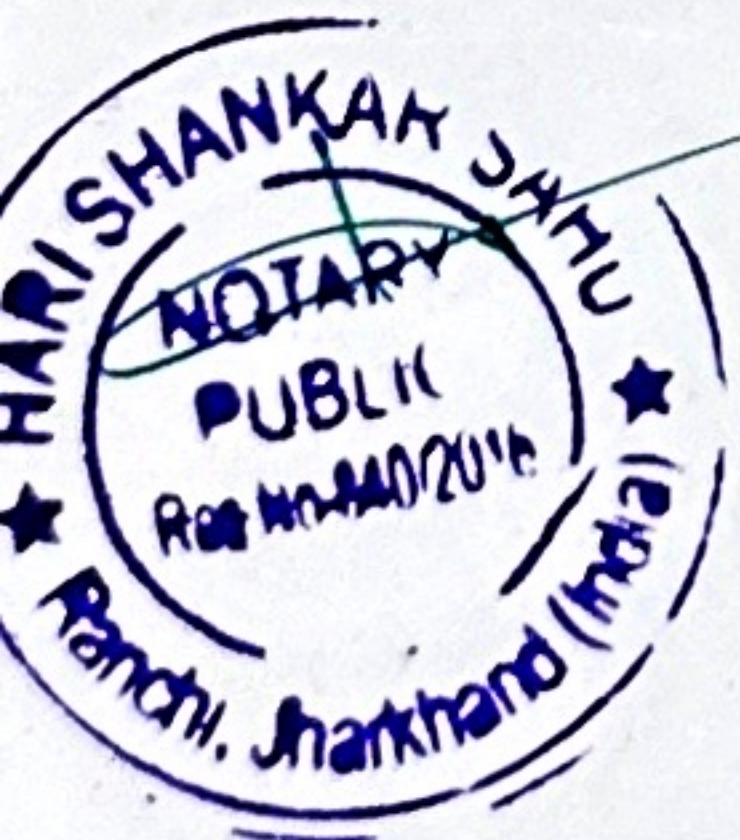
*Shwati gupta*

Page 2 of 7

*Pawan Kumar Sah*

9. That the business of the partnership shall be carried on under the name and style of the firm of Partnership shall be "SWASTIK BUILDERS", which may be changed from time to time with the mutual consent of both the parties to this deed.
10. That the reconstituted partnership firm shall be deemed to have commenced business on and from 03<sup>rd</sup> Day of August 2023.
11. That the parties hereto shall work jointly in partnership for carrying on the below mentioned business:
- Builders,
  - Real Estate Developers,
  - Contract Works,
  - and/or such other business which the partners shall mutually determine from time to time.
12. That the principal place of partnership business shall continue to be at Sundar Vihar, Tiril, Kokar, P.O.-Bariatu, P.S.-Sadar, Ranchi-834009(JHARKHAND), and/or any other place if they desire from time to time.
13. That the capital of Partnership business as and when considered being necessary and expedient for the purpose of carrying on business, shall be contributed by the partners in the proportions as may be mutually agreed upon.
14. That the Profit and Losses of the business shall be shared by the partners in the following proportion:
- |                          |     |
|--------------------------|-----|
| Party of the First Part  | 50% |
| Party of the Second Part | 50% |
15. That at the end of each accounting year on closing of accounts, simple interest @ 12% p.a. or such other rate as may be mutually agreed upon from time to time but subject to the limit laid down u/s 40(b) of the Income-tax Act, 1961 remaining in force from time to time shall be payable on the amount standing to the credit of the Capital Account each partner on first day of the accounting year.
16. That both the partners of the firm shall be the working partners and shall actively engage them in conducting the affairs of the business of the partnership firm.

4 AUG 2023



*Shri...*

*Shweta gupta*

*Tawar K. Sen*

17. That the partners shall be entitled to receive remuneration to be divided equally among them on the Book profit (i.e. Net Profit as reduced by Interest on Capital) and calculated in the manner stated herein under:

- (i) On the first ₹ 3,00,000/- of the book profit or in case of a loss- ₹ 1,50,000/- or at the rate of 90% of the book profit, whichever is more.
- (ii) On the balance of the book profits at the rate of 60%

That the commission allowable will be restricted to an amount so however, that the aggregate of salary and commission does not exceed the deduction allowable u/s 40(b) of the Income-tax Act, 1961 and rules made there under remaining in force from time to time.

That each partner shall draw such amount as may be decided mutually from time to time and according to the availability of funds.

18. That the partnership business of the firm shall be managed and conducted jointly by both the parties hereto with joint responsibility. That each party hereto shall in the conduct of the business of the firm act as constituted attorney of the other party hereto.

19. That both the partners shall have full authority to represent and act on behalf of the partnership in Court, Revenue Office, Income-tax Office, or any other office/s whether in original, appellate or revisionary stage and in Government, Semi-Government or Private offices, firm, Company, Bank, Association, Institution, Department etc.

20. That the partners may raise loan(s), secured or unsecured, from any person(s), firm(s), Bank(s), Company and from such other agencies and in like manner grant loan(s) as the parties hereto mutually decide under their signatures from time to time.

21. That a bank account or accounts in the name of the firm shall be opened which shall be operated by the partner's either/or severally or jointly or subject to any instruction(s) as may be given to the bankers from time to time by the firm under the signatures of the parties hereto.

22. That all the accounts of this partnership, its assets and liabilities and its profits and losses shall be taken on the 31<sup>st</sup> March each year or any other date as mutually deemed convenient to the parties hereto.

Shwati gupta

Page 4 of 7

Pawan K. Sahu

Shrawan K.

4 AUG 2023



23. That the regular books of accounts shall be maintained which shall be kept at the registered office of the business and would be open to inspection at all reasonable times to both partners or their authorized representatives.

24. That each partner shall:

- (i) Punctually pay and discharge his separate debts and indemnify the other partner and the assets of the firm against the same and all costs, claims and demands in respect thereof.
- (ii) Render proper explanations of all matters relating to the affairs of the partnership and offer every assistance in his powers in carrying on business for mutual advantage of all the partners.
- (iii) Be just and loyal to the firm and to the partners in all transactions relating to the firm and shall at times give to the firm a just and proper explanation and account of the same without any concealment of or suppression of and shall furnish on request a full and correct explanation thereof to the partners.

25. That neither of the parties hereto shall without the consent in writing of the partners be entitled to:

- (i) release or compound any debt, owing to or claim of the partnership except in the usual course of the profession;
- (ii) employ any money, goods or effects of the partnership or pledge the credit thereof except in the usual course of the business and upon the account and for the benefit of the partnership;
- (iii) enter into any bond or become bailor, surety or security with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership attached, extended or taken execution except in the usual course of the profession;
- (iv) divulge the secrets of the firm to any person or persons; and
- (v) assign, mortgage or charge his share in the partnership or any part thereof or make other person or partner therein.

26. That in case of death or retirement of any of the parties hereto the firm shall not be *ipso facto* dissolved. The surviving partner shall carry on the business under the name and style, and the surviving partners shall be liable to pay to the heirs, successors,

14 AUG 2023



Sharwan Jn

Shweta Gupta

Page 5 of 7

Raven K. Sahu

executors, administrators, representatives the credit balance standing in the account of the deceased partner along with his share of profit till the date of his death.

27. That new partner(s) may be taken into partnership business with the consent of both the partners and on such terms and conditions as may be mutually decided by the partners.
28. That any dispute or differences that may arise between the parties hereto relating to the partnership business and which cannot be mutually settled shall be referred to arbitration and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.
29. That notwithstanding anything stated or provided herein the parties shall have full powers and discretion to modify, alter or vary the terms and conditions of the Partnership Deed in any manner think fit by mutual consent, which shall be reduced in writing, shall become appendage and part of this Deed.
30. That the provisions of the Indian Partnership Act, 1932 as are applicable, shall govern the rights and liabilities of the parties hereto in so far as they are not inconsistent with the terms and conditions as contained hereinbefore.
31. That the bank account will be operated by the First party Sharwan Kumar.

*Sharwan Kumar*

*Sheela Gupta*

*Pawan Kumar*

4 AUG 2023



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first hereinabove written.

Witnesses

(MAYANK RAJ)

1. *Mayank Raj*  
.....

(SUBRAT KUMAR RAY)

2. *Subrat K. Ray*  
.....

3. ....

*Sharwan Kumar*

SIGNED DELIVERED by the within named, partner of the first part Mr. Sharwan Kumar.

*Swati Gupta*

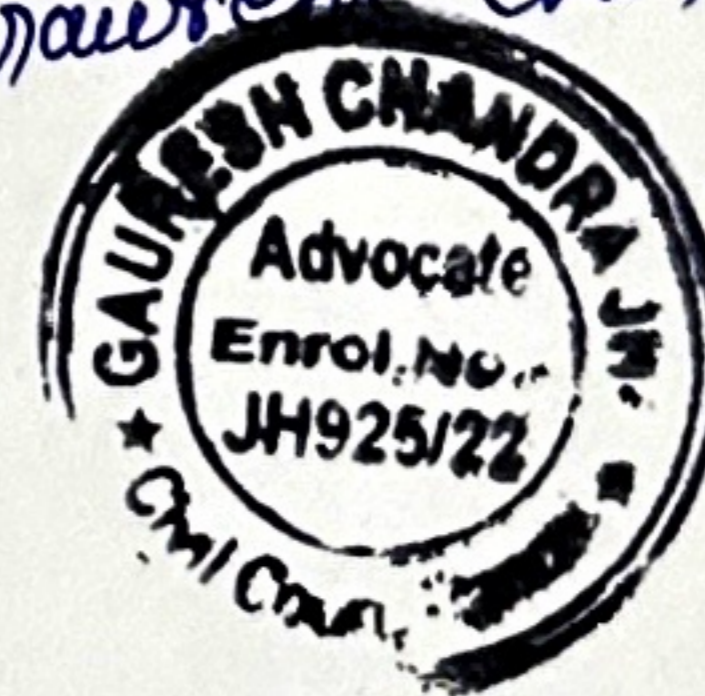
SIGNED DELIVERED by the within named, partner of the second part Miss Swati Gupta.

*Pawan K. Sah*

SIGNED DELIVERED by the within named, retiring partner Mr. Pawan Kumar Sah.

All Identified by me

*Gauresh chandra Jha*



*Adv  
04/08/23*

Signature/ T/RTI attested on identification of lawyer

*04/08/2023*  
NOTARY PUBLIC  
RANCHI

