

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 77efaaa011b7c809359d

Receipt Date: 16-Apr-2024 07:06:35 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Partnership

District Name: Ranchi

Stamp Duty Paid By: MS SHRADHA BUILDERS

Purpose of stamp duty paid: PARTNERSHIP DEED

First Party Name: MS SHRADHA BUILDERS

Second Party Name: TANUJA DEVI

GRN Number: 2401676625

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



2 O APR 2024

Authorized under Nationes Activities
and Notaries Rules 1956 Gove of India



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 भेर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुन: प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रिमीद के इसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की क्षेत्र के अन्तुर्गत दुण्डनीय अपराध है।

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DEED OF PARTNERSHIP

This DEED OF PARTNERSHIP (RECONSTITUTED) is made at Ranchi on this 15th Day of April, 2024 vide non-Judicial Stamp Paper GRN Number 2401676625

BETWEEN

Shri Deepak Kumar, son of Shri Dineshwar Prasad aged about 60 years by faith Hindu, resident of Ashokpuri, Bijay Path, Pandra, Ratu Road, Hehal, Ranchi, Jharkhand- 834005 having PAN-AAYPK2175Q Aadhar no- 346162014003 hereinafter called and referred to as the FIRST PARTY.

AND

Manzar Ali, Son of Mojib Ali, aged about 19 years by faith Muslim, resident of 19, Near Masjid Moholla, Kanke, Pithoriya, Chandewe, Ranchi, Jharkhand- 835217, having PAN – CTLPA8462J Aadhar no- 221686655835 hereinafter called and referred to as the SECOND PARTY,

AND

Smt Tanuja Devi Daughter of Shri Birendra Kumar by faith Hindu, resident of "Shakuntala Kutir," New Ashok Puri, Panchsheel Nagar, Pandra, Ratu Road, Ranchi, Jharkhand- 834005 having PAN- ACAPD6298D Aadhar no- 333879415765, hereinafter called and referred to as the THIRD PARTY

WHEREAS

- The First party along with the second party were carrying the business under name & style
 M/s Shradha Builders engaged in the business of construction and development of buildings,
 trading and marketing of goods, education related services vide their partnership deed dated
 03rd October, 2023
- 2. And, the parties hereto of the Third Part have expressed their desire to join as partner with effect from 15th day of April, 2024
- And, the parties hereto of the First and Second parts have agreed to admit the parties hereto
 of the Third part as partners w.e.f. 15th day of April, 2024
- 4. And, parties hereto of the Second part have expressed their desire to retire from the said partnership firm to be carried by the First and Third party (hereinafter referred to as "continuing partners") of otherwise as the Continuing Partners may deem fit, with effect from 15th day of April, 2024

And, have decided to carry on business in partnership on certain terms and conditions as are thereinafter contained.

ND WHEREAS the parties have deemed it expedient to reduce into writing and are desirous

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of recording the terms and conditions governing their relations interest.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

- 1. This agreement is supplemental to the deed of partnership dated 03rd October, 2023
- 2. The old partners shall be liable for the debts, liabilities and obligations of the old partnership and they shall indemnify and keep indemnified the new partner and also all the assets and rights of the partnership firm against such debts, liabilities and obligations and against all proceedings, costs, claims and expenses in respect thereof.
- 3. The Retiring partner does hereby retire and shall be deemed to have retired from the said partnership between hereto and carried on as the name of M/s Shradha Builders as from the 15th day of April, 2024
- 4. It is declared that except as hereinafter provided the Retiring Partner shall not have and he hereby releases all his share, right, title and interest in the business, of the said partnership, its assets including goodwill, all licenses and permits held by the said Firm, its outstanding dues and receivables and outstanding contracts, that the same shall belong to the continuing partners alone.
- 5. The Continuing Partners agree to pay all the debts and liabilities of the said Firm and to Indemnify and keep Indemnified the Retiring Partner against all such debts and liabilities and all loss, costs, charges and expenses that the Retiring Partner may Incur or suffer on account thereof.
- 6. The Retiring Partner confirms that as a result of accounts being taken all due and payable to him in lieu of his share, right, title and interest in the said partnership business including its assets and goodwill has been settled and he has no other claim against the Continuing Partners in respect of the said Firm.
- 7. The Retiring Partner agrees and undertakes that he will not use the name of the Firm.
- 8. For the sake of convenience, the Retiring Partner appoints the Continuing Partners jointly and severally as his attorneys with authority or power to take legal action and to do all other acts and things necessary to recover the debts and liabilities due to the Firm In respect of the transactions or business done up to now.
- 9. The Retiring Partner agrees and undertakes to execute any document or papers as may be required to give complete effect to his retirement from the said partnership.
- 10. The income tax payable by the Firm will be paid by the Continuing Partners and the Retiring Partner will pay the income tax on his income and other moneys received from the Firm.
- 11. From the date hereof, the said new partner shall be a partner with the partner's subject to the terms and conditions of the said partnership deed except in so far as the same are varied by this agreement

12. That the office of the business will continue to be at Ashok Puri, Vijaypath, Pandra, PO-Hehal, Ratu Road, Ranchi, Jharkhand- 834005

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13. That the continuing partners, hereto, shall share the Profit and/or Loss in the following proportions:

FIRST PARTY:

50%

THIRD PARTY:

50%

14. That all the continuing partners shall be the working partners and shall be entitled to remuneration as follows:

(i) On first Rs 3Lakh of Book Profit/ loss

Rs 1,50,000/- or 90% of the book profit,

whichever is higher

(ii) On the balance of the Book Profit

60% of the Book Profit

However, the total amount of remuneration shall not exceed the amount allowable as per the Provisions of Section 40(b)(v) of the Income Tax Act, 1961.

That the continuing partners, hereto, shall share the remuneration in the following proportion:

FIRST PARTY:

50%

THIRD PARTY:

50%

- 15. That all kinds of liabilities including Credit given to any parties will be responsibility of both the FIRST and THIRD PARTY.
- 16. That the accounts of the partnership shall be properly and regularly maintained and shall be open to inspection of the continuing partners or their authorized representatives, who shall be at the liberty to make such extracts there from as they may think fit and proper.
- 17. That all the Bank accounts of the firm will be operated by any of the continuing partners
- 18. That the day to day regular operations including sales, purchases, cash management and all other operating part will be carried out by any of the continuing partners.
- 19. That both continuing partners shall be entitled to draw their remuneration only after the end of the relevant accounting period. However, nothing herein contained shall preclude any of the continuing partners from withdrawing any amount as advance against the amount standing to their capital and/ or current and/ or loan account or against anticipated share of profit for the relevant accounting year in such manner as may be decided.
- 20. That neither of the continuing partners shall transfer their interest and share in the partnership to an outsider or hypothecate, mortgage or alienate the same without the consent of the other continuing partner obtained previously in writing.
- 21. That no partner in case of dispute among themselves be entitled to lock up the business premises or go down and thereby freeze the bank account of the firm or close the business. The business under which such circumstances will be carried on by the partner(s) and the

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GRN NO- 2401676625

dispute will forth- with be referred to arbitration of ARBITRATORS constituted according to the provisions of the Indian Arbitration Act, 1940 as amended from time to time. The award of such arbitration shall be final, conclusive and binding on all the partners on the point or points referred to.

- 22. That any dispute or differences that may arise out of the continuing partners hereto relating to the partnership business, the same shall be mutually settled or may be referred to a person or persons mutually agreed to as arbitrators and the decision of the said arbitrators shall be final and binding on the continuing partners and shall not be challenged in court of law.
- 23. That save in so far as the terms and conditions of the partnership are specifically provided herein, the terms and conditions will be governed by the provisions of the Indian Partnership Act, 1932, as amended from time to time.
- 24. That the firm may take other business depending on the availability of funds, scope and opportunity with the written consent of all the continuing partners.
- 25. That the terms and conditions laid down herein may be altered, added or amended by mutual agreement among the partners as and when it feels necessary.
- 26. That the first and the third party will contribute an equal amount of capital based on the requirement of business. In case of death of either continuing partner, their legal heirs shall be eligible to receive the share of partnership. Each party will deposit the capital amount in the current account of firm M/s Shradha Builders, Ratu Road, Ranchi which shall be opened post commencement of business and shall be utilized for all major business operations:

IN WITNESS WHEREOF the parties hereto have affixed their signatures these presents, the day and year first mentioned above.

Witnesses

Kalceah Kumar

Framod ormon S/o Mahesh organ Signature of the parties:

First party:

Deepak Kumar

Dupar Kumar

Second party:

Manzar Ali

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Third party:

Tanuja Devi

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Signature Attested