



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : f2fbd3b53bbc95c9901c

Receipt Date : 01-Apr-2023 12:14:48 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Ranchi

Stamp Duty Paid By : AAROHAN DEVELOPERS

Purpose of stamp duty paid : RECONSTITUTION OF PARTNERSHIP

First Party Name : PRADEEP KUMAR JAIN

Second Party Name : SHYAM KUMAR AGRAWAL

GRN Number : 2316486934



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Notaries Rules 1956 by Govt. of  
Jharkhand, Ranchi (India)

25 MAY 2023

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



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 any other means is penal offence under section-62 of Indian Stamp Act, 1899

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

NOTARY PUBLIC  
RANCHI

AKHIL PODDAR (HUF)

KARTA

Shyam Kumar Agrawal

UTTAM JAIN (HUF)

KARTA

**PARTNERSHIP DEED**

THIS DEED OF PARTNERSHIP is made on this 01<sup>st</sup> Day of May, 2023.

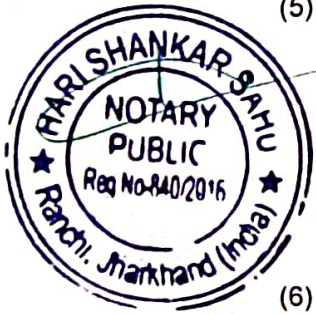
**BETWEEN**

- (1) **Mr. Pradeep Kumar Jain**, Individual, aged 47 years, S/o Mr. Hukmi Chand Jain, Varun Vastralaya, Upper Chutia, PS Chutia, Ranchi – 834001, Jharkhand hereinafter referred to as the party of the FIRST PART; (which expression shall mean and include his legal heirs, executors, administrators and assigns); **PAN: ADJPJ7241F & AADHAAR: 898974420584**
- (2) **Mr. Shyam Kumar Agrawal**, Individual, aged 65 years, S/o Late Rameshwar Prasad Agrawal, Dinbandhu Nagar, Bijulia Talab Road, Ramgarh Cantt, Ramgarh – 829122, Jharkhand hereinafter referred to as the party of the SECOND PART; (which expression shall mean and include his legal heirs, executors, administrators and assigns); **PAN: AOIPA6110P & AADHAAR:442578710865**
- (3) **Mr. Sajjan Kumar Saraf**, Individual, aged 67 years s/o Late Chauthmal Saraf, C-602, Estate Esquire, Chesire Home Road, Behind Surendra Nath School, Dipatoli, Ranchi – 834009; herein referred to as party of THIRD PART; (which expression shall mean and include his legal heirs, executors, administrators and assigns); **PAN: AGKPS1197C & AADHAAR: 481605372058**
- (4) **Mr. Uttam Kumar Jain**, Individual, s/o Mr. Arjun Kumar Jain, Age 42 years, Flat No. 304A, Shivam Apartment, Shivpuri, Kilburn Colony, Hinoo, PO Doranda, Ranchi – 834 002, *Jharkhand* hereinafter referred to as the party of the FOURTH PART; (which expression shall mean and include his legal heirs, executors, administrators and assigns); **PAN: ADSPJ9257B & AADHAAR: 799550691976**
- (5) **Mr. Kapil Poddar**, Individual, s/o Mr. Ramautar Poddar, Age 42 years, Flat No. C3, Orchid Residency, Burdwan Compound, Lalpur, Ranchi – 834 001, Jharkhand hereinafter referred to as the party of the FIFTH PART; (which expression shall mean and include his legal heirs, executors, administrators and assigns); **PAN: AGYPP3196J & AADHAAR: 586581746633**

**AND**

- (6) **Akhil Poddar (HUF)**, through its Karta, Akhil Poddar, s/o Mr. Ramautar Poddar, Age 43 years, Flat No. 4C, Orchid Residency, Burdwan Compound, Lalpur, Ranchi – 834 001,

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*Jain*

*Shyam Kumar Agrawal, Sajjan Kumar Saraf*

UTTAM JAIN (HUF)

*Uttam*

*Karta*

*Kapil*

AKHIL PODDAR (HUF)

*Poddar*

KARTA

Jharkhand hereinafter referred to as the party of the SIXTH PART; (which expression shall mean and include his legal heirs, executors, administrators and assigns); **PAN: AAWHA6922M**

(7) **Uttam Jain (HUF)**, through its karta, Uttam Jain, aged 42 years, S/o Mr. Hukmi Chand Jain, 4B, Sapphire Residency, Block A, Pragati Path, Bahu Bazar, Ranchi – 834001, Jharkhand hereinafter referred to as the party of the SEVENTH PART; (which expression shall mean and include his legal heirs, executors, administrators and assigns); **PAN: AABHU5757K**

**AND WHEREAS** the parties of First, Second, Third, Fourth and Fifth Part of this deed were carrying on the business of Builder, Developer, Real Estate Agents, Civil Construction etc. and other related business in partnership under the firm name and style of **AAROHAN DEVELOPERS** vide partnership deed executed on 03<sup>RD</sup> August, 2020. Now it has been decided to reconstitute the firm by retirement of the first & fifth party and admission of the sixth and seventh party as new partner.

**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 the name and style of the firm of Partnership shall be **M/s AAROHAN DEVELOPERS**, which may be changed from time to time with the mutual consent of all the parties to this deed.
2. That the partnership firm shall be deemed to have commenced business on and from **3<sup>rd</sup> August, 2020**.
3. That the partnership firm reconstituted shall be deemed to have commenced business on and from **25<sup>th</sup> April, 2023**.
4. That the parties hereto shall work jointly in partnership for carrying on the business of Builder, Developer, Real Estate Agents, Civil Construction & other related business or any other business if they desire from time to time.

That the partnership business shall be carried on at **Office No. 502, Mangal Tower, Old H.B. Road, Kantatoli, Ranchi – 834 001, (Jharkhand)** and/or any other place if they desire from time to time.

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*Jain*

*Shyam Kuar Agrewala Sajjan Kumar Saraf*

*[Signature]*

UTTAM JAIN (HUF)

*[Signature]*  
KARTA

*[Signature]*

*[Signature]*  
KARTA

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Chhattisgarh (India)

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6. 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.

7. That the Profit and Losses of the business shall be shared by the partners in the following proportion:

Party of the Second Part – Shyam Kumar Agarwal	16½ %
Party of the Third Part - Sajjan Kumar Saraf	16½ %
Party of the Fourth Part - Uttam Kumar Jain	16½ %
Party of the Sixth Part – Akhil Poddar (HUF)	25 %
Party of the Seventh Part – Uttam Jain (HUF)	25 %

8. 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.

9. That the partners of Second, third and fourth part of the firm shall be the working partners and shall actively engage them in conducting the affairs of the business of the partnership firm. It has further been agreed by and between the parties that working partner shall be entitled to aggregate remuneration of Rs. 150000/- per annum to be divided among partners in Profit Sharing Ratio as stated in Point No. 7 of this deed.

10. That the partners shall be entitled to receive commission to be divided equally among them on the net profit (i.e. Book Profit as reduced by Interest on Capital and Salary payable to partners as above) and calculated in the manner stated herein under:

(i) On the first 300000/- of the net profit	90%
(ii) On the balance of the net profit	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.



Jain

Shyam Kumar Agarwal  
Karta

Sajjan Kumar Saraf  
UTTAM JAIN (HUF)  
Karta

Uttam Jain

Akhil Poddar  
Karta

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11. That the partnership business of the firm shall be managed and conducted jointly by all 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.
12. That all 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.
13. 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.
14. That a bank account or accounts in the name of the firm shall be opened which shall be operated by the partner's jointly or severally or subject to any other instruction(s) as may be given to the bankers from time to time by the firm under the signatures of the parties hereto.
15. 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.
16. 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 all partners or their authorized representatives.
17. That each partner shall:
  - (i) Punctually pay and discharge his separate debts and indemnify the other partners 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.



*Kai*

*Shyam Kumar Agarwal*

UTTAM JAIN (HUF)

*Sudha*

*M*  
KARTA

AKHIL PODDAR (HUF)

*Akhil*  
KARTA

18. 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 business;
- (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 business;
- (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.

19. That in case of death or retirement of any of the parties hereto the firm shall not be *ipsofacto* dissolved. In case of death the legal heirs/successors/representatives of the deceased partners shall be admitted on the place of deceased partner.

20. In case of retirement, the surviving partner shall carry on the business under the name and style, and the surviving partners shall be liable to pay to the retiring partner the credit balance standing in the account of the retiring partner along with his share of profit till the date of his retirement.

21. That new partner(s) may be taken into partnership business with the consent of all the partners and on such terms and conditions as may be mutually decided by the partners.

22. 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.

23. 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.

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*Pani* Shyam Kees Agrawal

*Sajjan Kumar Jaiswal*

UTTAM JAIN (HUF)

*Uttam*

*[Signature]*  
KARTA

AKHIL PODDAR (HUF)

*[Signature]*  
KARTA

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24. 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.

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

Witnesses

1. ....

*Jain*

SIGNED DELIVERED by the within named, partner of the first part Pradeep Kumar Jain (retiring partner)

*Shyam Kumar Agrawal*  
SIGNED DELIVERED by the within named, partner of the second part Shyam Kumar Agrawal

*Sajjan Kumar Saraf*  
SIGNED DELIVERED by the within named, partner of the third part Sajjan Kumar Saraf

*Uttam*  
SIGNED DELIVERED by the within named, partner of the fourth part Uttam Kumar Jain

*Kapil Poddar*  
SIGNED DELIVERED by the within named, partner of the fifth part Kapil Poddar (retiring partner)

AKHIL Poddar (HUF)

SIGNED DELIVERED by the within named, partner of the Sixth part Akhil Poddar HUF (Incoming partner)

UTTAM JAIN (HUF)

SIGNED DELIVERED by the within named, partner of the Seventh part Uttam Jain HUF (Incoming partner)

*zdbj*  
*M. S. Jaiswal*  
25.05.2023  
Signature/LT/RT attested on identification of lawyer

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Chhattisgarh (India)

25 MAY 2023



NOTARY PUBLIC RANCHI

*Shyam Kumar Agrawal*