

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SUKHDHAM PROPERTIES



06/05/2011

Permanent Account Number

ACAFS9334B

06012012

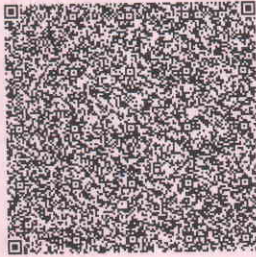


सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Jharkhand**

**e-Stamp**

**Certificate No.** : IN-JH08950422097267Q  
**Certificate Issued Date** : 02-Apr-2018 11:37 AM  
**Account Reference** : SHCIL (FI)/ jhshcil01/ DHANBAD/ JH-DB  
**Unique Doc. Reference** : SUBIN-JHJHSHCIL0112647956550369Q  
**Purchased by** : SUKHDHAM PROPERTIES  
**Description of Document** : Article 5 Agreement or memorandum of an Agreement  
**Property Description** : N A  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : SUKHDHAM PROPERTIES  
**Second Party** : AS APPLICABLE  
**Stamp Duty Paid By** : SUKHDHAM PROPERTIES  
**Stamp Duty Amount(Rs.)** : 100  
(One Hundred only)



**DEED OF RECONSTITUTION**

Please write or type below this line

This Deed of reconstitution is made on this the 1<sup>st</sup> day of April 2018 (First day Day of March, Two Thousand Eighteen) by and between:

1. **Sri Manoj Modi**, S/o Sri Sanwar Prasad Modi, Aged about 38 Years, by Faith - Hindu, by Occupation - Business, residing at Flat No.502, Sukhdham Heights, Behind Ray Talkies, Bank More, Dhanbad, P.O - Dhanbad and P.S. - Bank More, District- Dhanbad in the state of Jharkhand hereinafter called and referred to as Party of the First Part or **continuing party** (which expression shall unless excluded by repugnant to the context shall always be deemed to mean and include his heirs, executors, assigns, administrators and legal representatives etc.) AND

Seema modi  
x Dohane.

0001778683

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

2. **Smt. Seema Modi**, D/o – Late Mahaveer Prasad Bansal, Aged about 34 years, by Faith – Hindu, by Occupation – Business, residing at Flat No. 502, Sukhdham Heights, Behind Ray Talkies, Bank More, Dhanbad, P.O – Dhanbad and P.S. – Bank More, District- Dhanbad in the state of Jharkhand hereinafter called and referred to as Party of the Second Part or the **retiring party** (which expression shall unless excluded by or repugnant to the context shall always be deemed to mean and include her heirs, executors, assigns, administrators and legal representatives etc.) AND
3. **Sri Nilesh Kumar Dokania**, S/o Sri Naresh Kumar Dokania, Aged about 31 Years, by Faith – Hindu, by Occupation – Business, residing at Dokania Bhawan, Katras Road, Matkuria, Dhanbad, P.O – Dhanbad and P.S. – Bank More, District- Dhanbad in the state of Jharkhand hereinafter called and referred to as Party of the Third Part or **newly appointed party** (which expression shall unless excluded by repugnant to the context shall always be deemed to mean and include his heirs, executors, assigns, administrators and legal representatives etc.) AND

**WHEREAS** first party and second party have been doing the business of Building Construction under the Name & Style of "M/S Sukhdham Properties" having it's office at O-409, City Centre, Luby Circular Road, P.O. – Dhanbad & P.S. Dhanbad, District – Dhanbad, under a Deed of Partnership dated 6<sup>th</sup> May 2011 AND

**Whereas** due to some personal reasons the party of second part expressed her desire to retire from the said partnership firm and party of the third part expressed his desire to join the firm in place of the retiring party and willing to continue the business of construction under the Name & Style of "M/S Sukhdham Properties".

**Whereas** the parties hereto thought is expedient, advisory and necessary to embody all the agreed terms & conditions in a formally drawn instrument.

Now this Deed of restructuring witnessed as follows:

- 1) That in pursuance of the said agreement and consideration herein contained, the retiring partner hereby retire and/or deemed to have retired from said partnership known as "M/S Sukhdham Properties" on and from 31.03.2018 and the business of the said partnership shall be carried on by the continuing party and the newly appointed partner hereafter in the Name & Style of "**M/s Sukhdham Properties**"

- 2) That the continuing parties shall have every right to carry on the business under the name & style of "**M/S Sukhdham Properties**" in the partnership manner for their own benefit and on their own account and the retiring partner shall have no claim, or concern, or connection what-so-ever with the business carried on hereafter by continuing partner under the said name & style or otherwise.
- 3) That any deposit or security of the firm in any description, name, account etc. with any individual firm or company or electricity department or Government bodies and Government undertaking for or in connection with the business of the firm or otherwise shall be the assets and properties of the continuing party and the retiring partner shall execute and perform all such acts, deeds, matters and things and also execute and register all documents, writing and assurance that may be necessary for the purposes of giving effect thereto.
- 4) That books of accounts and papers relating to the said partnership firm of "**M/S Sukhdham Properties**" shall remain in possession of the continuing party.
- 5) That the continuing party hereby agreed and undertakes to pay and discharged all the liabilities such as bank loan, sales tax, electricity bill, out-standings against the firm in respect of the said partnership business and shall keep the retiring partner their legal heirs and representatives indemnified for all times to come against any claim or demand of any nature what-so-ever which may be made against the retiring partner in respect of the said liabilities of the partnership firm, that is to say that the retiring partner shall not be liable for any liabilities of the partnership firm of any kind or any nature what-so-ever Save and Except of Income tax assessed in the individual capacity.
- 6) That the continuing party has agreed to refund the amount lying at the credit of the retiring partner as soon as possible but preferably within four month and in case of delay beyond the said date, the out-standing amount if there be any shall bear applicable interest.
- 7) That the retiring partner undertake to Co-operate and assist the Continuing party to help him realize the debts of the firm and in all other matters relating to the firm.
- 8) That the retiring partner herein authorized the continuing party in respect of all rights, title and interest in the entire assets of the said partnership business.

*R. Dehane*



*Seema modi*

- 9) That the continuing party is hereby authorized by the retiring partner to use all licenses rights, title and interest in the business to recover any out-standing dues or security or deposit made by the Partnership firm on their behalf.
- 10) That the retiring partner hereby declare and confirm that he has not contracted any loan and borrowed by money or incurred any liability what-so-ever on account of the said partnership firm and in the event of any such loan being found to be contracted or money borrowed or liability incurred by the retiring partner, the retiring partner shall be liable or responsible to pay and meet the same and the continuing party shall not be liable in any manner what-so-ever.
- 11) That the accounts of all the assets and liabilities of the partnership have been taken and final profit and loss accounts as well as final balance sheet till 31.03.2018 has been prepared and signed after mutually assessing the stocks, securities, goodwill, actionable claims and all other assets, movable or immovable of the said firm till 31.03.2018
- 12) That the retiring partner have retired from the partnership on and from 01.04.2018 and they shall have in no manner any right, interest, title possession what-so-ever in upon or over the assets properties, business, goodwill or other accounts what-so-ever of the partnership.
- 13) That this original deed shall remain with the continuing party and copy shall remain with retiring partner and they shall be bound to produce the same as and when required.
- 14) That the continuing party shall have full right benefit and use the all leases licenses, permits quota or any kind of the partnership.
- 15) That all other terms conditions will remain unchanged and will continue as per the partnership deed dated 06/05/2011.
- 16) That the sharing of the profit & loss will remain same between the continuing partner and newly appointed partner and will be as follows;
- |                      |     |
|----------------------|-----|
| Manoj Modi           | 50% |
| Nilesh Kumar Dokania | 50% |
- 17) That in the event of any disputes, difference or question arising between the parties hereto on the scope, meaning or interpretation of this deed or on any of the terms &

*N. Dokania*

*Seema modi*

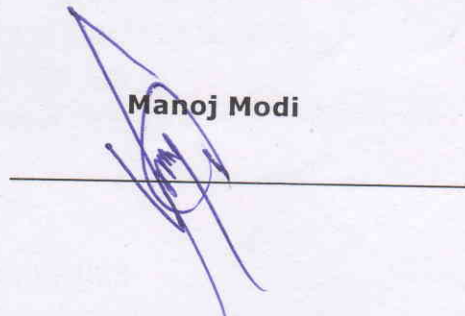


conditions, or covenants thereof or on any matter thing or question arising out of or touching or connecting with this deed at any time shall be referred to the arbitrators, one to be appointed by the retiring partner and one by the continuing party and the decision or award given by the Arbitrator/Umpire shall be final and binding upon the parties. All such references to the arbitrators shall be accordingly to the Arbitration act 1940.

In Witnesses Whereof the parties hereto have executed these presents the day, month and year first above written with sound mind and body and upon undertaking its legal imports.

SIGNATURE OF CONTINUING PARTY

**Manoj Modi**



SIGNATURE OF RETIRING PARTNER

**Seema Modi**



SIGNATURE OF NEWLY APPOINTED PARTNER

**Nilesh Kumar Dokania**



WITNESSES

1)

2)

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50

भारत



सत्यमेव जयते

INDIA

FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

झारखण्ड JHARKHAND

A 329610

**DEED OF PARTNERSHIP**

THIS INDENTURE OF PARTNERSHIP is made on this 6<sup>th</sup> day of May 2011 by and between Sri Manoj Modi, S/O Sri Sanwar Prasad Modi by faith - Hindu by occupation - business resident of Sukhdham Heights, Behind Ray Talkies, Bank More, Dhanbad P.S. Bank More District - Dhanbad, Jharkhand - 826001 hereinafter called **the party of the FIRST PART**

AND

Sri Seema Modi, W/O Sri Manoj Modi by faith - Hindu by occupation - business resident of Sukhdham Heights, Behind Ray Talkies, Bank More, Dhanbad P.S. Bank More District - Dhanbad, Jharkhand - 826001 hereinafter called **the party of the SECOND PART** (the expression unless excluded by or repugnant to the context be deemed to include the respective heirs, executors, administrators, representatives and assignees of the respective parts in case of each party mentioned hereinabove.)

For Sukhdham Properties

Partner

For Sukhdham Properties

Seema Modi

Partner

WHEREAS the parties of the First Part & Second Part were interested in carrying on business of construction of residential & commercial multistoried complexes & other related fields.

AND WHEREAS the parties of the first part & second part want to pool their individual expertise to carry the business in co-partnership.

WHEREAS as agreed in between the parties hereto and in order to avoid any further disputes and differences in between themselves, it was mutually agreed to execute a Deed of partnership, incorporating therein all the terms and conditions so mutually agreed and being worked.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Parties hereto agree to carry on the business hereinafter mentioned, in partnership, on the terms and conditions herein set out, in the name and style of **M/S Sukhdham Properties** at O-409, Citi Centre, Luby Circular Road, P.O. & P.S. Dhanbad.
2. The partnership shall commence from the 6<sup>th</sup> day of May 2011 and the period of the partnership shall be 'at will'.
3. The nature of the partnership business shall be Construction of commercial and residential complexes, developing of land & building & other related activities having office at O-409, Citi Centre, Luby Circular Road, P.O. & P.S. Dhanbad. But the partners shall always be at liberty to embark upon any other line of trade or activities as may be mutually agreed in between the partners from time to time.
4. The party of the each part shall contribute towards the initial capital of the Firm a sum of Rs. 10,000/- (Rupees ten thousand) only. Further amount required shall be contributed by the partners as capital or loan from time to time according to the necessity of the partnership business as far as in profit sharing ratio and will carry interest at the rate of 12% per annum or at such rate as may be allowed under the Income Tax Act and the same will be credited to their respective accounts. No interest on capital shall be allowed in case of loss. In case of insufficient profit for any accounting year the interest allowable on the capital of the partners shall be proportionately reduce according to available profit



provide there is mutual consent of the partners to this effect.

5. In case of further necessity of finance, partners may by mutual consent and on such terms and conditions as may be mutually agreed upon, may arrange for and take loan or loans from any outsider, Bank or Bankers or any third party either after hypothecating the rolling stocks or after extending such other security of surety as may be found convenient to them.
6. That, First party shall be working partner and will be entitled to monthly remuneration not exceeding

In case of book profit is positive-	
On first Rs.3.00 lac of Book Profit	Rs.150,000 or 90% of Book Profit, whichever is higher
On Balance of Book Profit	60% of Book Profit

7. That, each of the partners will be entitled to draw such monthly amount for his personal expenses as may be mutually agreed to and such amount will be debited to his account with the Firm and included in his share of profits.
8. The net profits and losses of the firm will be shared by the partners hereto in following ratio:

Manoj Modi	50%
Seema Modi	50%

Net Profits will mean the gross profits earned in such year less the expenses of the management of the business including the rent of the premises of the firm, the outgoings in respect of salaries and wages of the staff, commission paid to others, and all other expenses incurred in connection with the business allowable as deduction under the Income Tax Act.

9. The accounting year of the Firm will be from 1<sup>st</sup> April to 31<sup>st</sup> March of each Christian calendar year.
10. At the end of each accounting year an account of the business carried on in that year will be made and a statement of accounts, namely, a Balance Sheet and Profit and Loss Account will be prepared and signed by the partners, If necessary or required by law the accounts will be got audited by a Chartered Accountant.

11. The books of account and all other record of the firm will be always kept at the office of the firm and will be open for inspection by any of the partners hereto at any time.
12. The partners shall open one or more accounts either current or overdraft or cash credit with one or more banks as may be agreed upon by the partners and the account or accounts will be operated under the signature of any of the partner.
13. That each partner is further authorized to appoint and authorize any counsel, attorney or any other person to defend or prosecute or file suits, appeals and applications for and on behalf of the firm in the manner necessary and advantageous to the firm.
14. That, all the working staff such as clerks, peons, accountants, cashiers, salesmen and others will be appointed by the joint consent of the parties, and their wages and salaries and other emoluments will fixed by mutual consent.
15. That none of the partners in case of any dispute among them shall be entitled to lock up the business premises, factory, godown or office of the partnership and shall not be entitled to close the business or freeze the bank accounts of the partnership firm. In case any of the partners does so, he shall be liable and responsible for his activities.
16. That Each of the partners shall:-
  - (a) participate and attend to the business of the firm to the greatest common advantage of the Firm.
  - (b) Be just and faithful to the other.
  - (c) Render true accounts and full information of all moneys and dealings affecting the Firm to the other.
  - (d) Indemnify the firm for or against any loss caused to it by his willful negligence of fraud in conduct of the business.
  - (e) Attend to the business of the firm diligently and actively.
  - (f) Not withdraw any amount for his own benefit or use as remuneration or otherwise without the consent of the others.
  - (g) Be entitled to be indemnified by the firm in respect of payment made and liabilities

incurred by him, (i) in the usual and proper course of business of the firm and (ii) in doing any act for protecting the firm from loss in emergency.

17. That any party hereto shall not, without the consent of the other:-

- (a) submit any dispute with any other person to arbitration or compromise or relinquish any claim of the firm.
- (b) Withdraw any suit or legal proceedings filed by the Firm.
- (c) Admit any liability of the firm.
- (d) Acquire or dispose of any immovable or movable property, except the stock in trade in the ordinary course of business.
- (e) Enter into partnership or other business unilaterally with any other person.
- (f) Assign or transfer his share or any interest in the Firm.
- (g) Admit any person as a partner of the Firm.
- (h) Borrow any moneys for or in the name of the Firm, or create any security or charge on the assets of the Firm.
- (i) Enter into any contracts except contracts in the regular course of business of the Firm.
- (j) Stand as guarantor or surety for any person, in the name of the Firm or for and on behalf of the firm.

18. That if any party hereto desires to retire from the Firm or to dissolve the Firm he shall give to the other at least one month's previous notice to that effect and on the expiration of the notice period the Firm shall stand dissolved.

19. That the partners hereto shall always be at liberty to change alter, delete and modify any of the terms, conditions and covenants of this partnership by mutual consent in writing or by resolutions by supplementary deed or otherwise and such resolutions, writings or deeds shall be deemed to be part and parcel of this deed.

20. That if any dispute or difference shall arise between the parties hereto touching the business of the firm of interpretation of any provision hereof or otherwise, howsoever relating to the Firm and its business the same shall be referred to arbitration of a common arbitrator if agreed upon, failing which to two arbitrators one to be appointed by each party to the dispute.


21. That the provisions of Indian Partnership Act shall apply so far as they have not being expressly varied in this deed.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

**WITNESSESS:**

1.

For Sukhdham Properties

  
\_\_\_\_\_  
First Party Partner

2.

For Sukhdham Properties  
Seema Modi

\_\_\_\_\_  
Second Party Partner