

NOTARY  
DHANBAD



## Government of Jharkhand

### Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : c5ebe4f0fa205832de78

Receipt Date : 19-Oct-2023 06:56:04 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Dhanbad

Stamp Duty Paid By : VINDHYAVASINI DEVELOPERS

Purpose of stamp duty paid : RECONSTITUTION FOR PARTNERSHIP DEED

First Party Name : VINDHYAVASINI DEVELOPERS

Second Party Name : AS APPLICABLE

GRN Number : 2319834034

-: 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 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 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।



1 NOV 2023

5 No. / 4. Date

① mittunjay Tiwary ② Saharsh Mrshee ③ Pushpa Tiwari ④ Ravi Kumar

RECONSTITUTION OF PARTNERSHIP DEED

This deed of partnership made and executed on this 29<sup>th</sup> day of October 2023 at Dhanbad Jharkhand.

**Between**

- (1) **Mritunjay Tiwary** S/O Prabhu Nath Tiwary, residing at Q. No-I 8 Koyalanchal City Dhanbad Jharkhand Pin code- 826004. Hereinafter referred to as the First Party and Continuing Partner.
- (2) **Saharsh Mishra**, S/o Santosh Kumar Mishra, residing at C/10 GOVT Quarters IHE MG Road Budge South 24 Parganas West Bengal Pin- 700137. Hereinafter referred to as the Second Party/ Retiring partner.
- (3) **Pushpa Tiwari**, D/o Satyabrat Pandey, residing at Q. No.- NF 9 Tata Officer Colony Dhanbad Jharkhand Pin- 828103. Hereinafter referred to as Third Party/ Retiring partner
- (4) **Ravi Kumar**, S/o Sripati Singh, residing at c/o- Sripati Singh Near anil talkies, parasia, Dhanbad Jharkhand- 828301. Hereinafter referred to as Fourth Party and Incoming Partner

(The terms first, second, third and fourth parties shall wherever the context to request means and include their respective heirs, legal representatives, administrators, executors and assigns) of each part shall witnesses:

WHEREAS the First parties, Second Party and Third Party herein have been carrying on business as partners of the firm under the name and style of **M/S Vindhyavasini Developers** Vide Partnership Deed date **10-Nov-2022**.

Whereas The parties 2 and 3 herein have expressed their desire to retire from the partnership firm from 26<sup>th</sup> day of October 2023 and the fourth party herein as



① Mritunjay Tiwary  
② Saharsh Mishra  
③ Pushpa Tiwari  
④ Ravi Kumar

offered to come in as a partner to continue the business of **M/S Vindhyavasini Developers**. Upon the parties 2 and 3 herein offering to retire from the firm the accounts of the firm have been drawn.

AND WHEREAS accordingly, accounts have been made up of the assets subject to the debts and liabilities and of the profits earned till the said date and Whereas the Second Party and Third Party has not lent any substantial amount/capital of money to the firm. Hence, Nil amount of rupees is found to be due and payable to the Retiring Partner In lieu of his share.

And Whereas The parties 1 and 4 herein have decided to continue the business in the same products in which the firm was dealing and to take over the liabilities of the firm, all the assets together with goodwill and name. Hence this re-constitution deed

**HENCE THIS RE-CONSTITUTION DEED SHALL WITNESS AS FOLLOWS:**

1. **Name of the Firm:** That the partnership business has been and shall continue to be carried on under the name and style of **M/S Vindhyavasini Developers**.
2. **Place:** The principal office of the Partnership will be located at C/o- Mritunjay Tiwary, Q. No.- 18 Koyalanchal City Nawadih Dhanbad Jharkhand Pin- 826004 or at such places as the Partners shall determine from time to time.
3. **Business:** The business of the Partnership shall be engage in the Business Activity of Real Estate which includes the site preparation, design plan, construction, marketing, or sales of residential or commercial buildings. And to engage in any or all other activities as may be necessary, related, or incidental to carry on the Real Estate business of the Partnership as provided herein.



① Mritunjay Tiwary  
② Saharsh Mishra  
③ Pushpa Tiwari  
④ Ravi Kumar

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4. **DURATION OF PARTNERSHIP:** The duration of partnership will be AT WILL. However, it shall not be dissolved for at least five years or with the consent of all continuing partners.

5. **CAPITAL:** The Capital of the PARTNERSHIP shall be Rs 2,50,000/- (Two Lakh Fifty Thousand only) which will be contributed by the partners as under:

S. No	Name of Partner	Capital Contribution (Rs.)
1	Mritunjay Tiwary	Rs. 2,00,000/-
2	Ravi Kumar	Rs. 50,000/-

6. **PROFIT SHARING RATIO-** 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:

S. No	Name of Partner	Share in Profit Percentage
1	Mritunjay Tiwary	80%
2	Ravi Kumar	20%

7. **BANK ACCOUNT:** The firm shall have in its name such Bank Accounts as may be necessary with any Bank, whether schedule, Co-Operative or Nationalized Bank and the Bank Accounts shall be operated by the partner who are authorized by general power of attorney.

8. **MANAGEMENT:** Mritunjay Tiwary the first party herein shall be the managing partner of the firm he shall carry on day-to-day affairs of the firm in the best interest of the partners with the assistance of the other partner. Matters relating to line of business, finances, place of business, salaries,



① Ravi Kumar  
② Mritunjay Tiwary  
③ Saharsh Mishra  
④ Poojya Tiwari

appointments etc., shall be decided from time to time by the managing partner.

9. **FURTHER INVESTMENT:** In case of necessity the partners have agreed to invest money for effectively running the Firm. Such additional investment shall be treated as loan and such lending partner will be entitled to 10% p.a. Simal Interest on such amount.
10. In case of death, insolvency, lunacy or retirement of any one of the partners of the firm, the firm shall not automatically get dissolved. The surviving partner will be entitled to continue the firm either by taking new partners or without inducting anybody.
11. **BORROWINGS:** The partners may, by mutual consent, borrow the funds from any bank, society, co-operative Bank, financial institution or individuals for the purpose of running the business and in such cases all the partners will jointly and severally be responsible for the repayment of loans or credit facilities availed by the firm.
12. **REMUNERATION:** The partners will be entitled to draw a sum which is allowable under the provisions of Income Tax Act, 1961 for the services rendered by them to the firm and the same shall be subject to revision by mutual consent depending on the financial position of the firm. However, if the firm is not in a position to repay the loan or instalments top the creditors from out of the income of the firm the partners will not draw their salaries.
13. The partners will not be entitled to withdraw the capital contributed by them till such time the loans contracted by the firm is fully discharged.



① Mr. Jitendra Jitendra  
② Mr. Anand Mishra  
③ Mr. Pooja Pooja  
④ Mr. Ravi Kumar

14. The Books of Accounts of the firm shall be maintained by the managing partner with the assistance of such staff, employees or agent as may be appointed by the firm. The managing partner will be entitled to sign all the bills, vouchers and other papers required to signed in daily transaction to carry on smooth business.
15. Agree all partners, that all the partners will devote their whole time and attention to the business of the partnership and no partner shall without the consent of the other partners engage directly or indirectly in the similar nature of business that of the partnership deed herein above mention.
16. No partner shall contract any loan individually or incur liability without written concurrence of the other partner and if any such commitment is made contrary to the above only such partner making commitment will answer the same.
17. **APPOINTMENTS:** All appointments of consultants, staff, employees, agents, dealers, tax consultants, auditors, advocates etc., shall be made by mutual consultation between the partners.
18. The Managing partner shall maintain proper books of accounts regularly and the same shall be kept in its registered office or at the site office which shall be made available for inspection by the other partner at all times. The accounts books so maintained by the firm shall be got audited every year by qualified auditors.
19. **FINANCIAL YEAR:** The financial year of the firm shall be from 1<sup>st</sup> April of each year ending with 31<sup>st</sup> March of succeeding year.



1) writingjay Jivary  
2) Sahansh Mishra  
3) Shobha  
4) Pooja

20. No partner will be entitled to retire from the firm without giving at least one month notice in advance, to the other and without obtaining prior permission from the Bank or financial institution with whom the firm will have transactions.
21. No. partner will be entitled to transfer, assign or charge his/ her interest or share in the firm to a third party without prior consent of the other partner and also without prior permission of the Bank.
22. Since third parties herein have retired from the firm w.e.f. today, have drawn up the accounts till date and that the retiring partners have no dispute or claim either against the firm or the continuing partners.
23. The firm shall sue and be sued in the name of the firm only and managing partner shall represent the firm in such matters before the courts of law by signing such papers as may be required to be signed and verified for being presented in the courts, arbitrators or such other authority.
24. The properties acquired and transactions carried on by the firm shall be in the name of the firm and all assets, liabilities goodwill etc., that have been acquired as on date will continue to be the assets of the firm.
25. The partners shall sincerely do their respective jobs which is necessary in the best interest of the firm so as to run the same smoothly and profitably to the best advantage of all the partners.
26. In respect of all the matters for which there is no specific clause provided herein, the parties herein, will be governed by provisions of the Indian partnership Act 1932 and any amendments thereto from time to time.

Kari Jayaram

Pooja

Indira

Deborah Mishra

Maitunjeey Tiwary



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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THEIR RESPECTIVE HANDS TO THIS PARTNERSHIP DEED ON THE DATE AND PLACE MENTIONED HEREINABOVE IN PRESENCE OF THE FOLLOWING WITNESSES:

**WITNESSES:**

1. Vikash Sinha  
S/O Ramlakha Porasad  
Thana- Barhi, Dudhpanice  
Hazaribag - Pin- 825405

2. Satyajit Roy  
S/O Nepal Chandra Roy  
P.O- Barstora  
P.S. - Chandankiyari  
Nutanidih, Bokaro  
Jharkhand Pin - 828134

Authorised  
u/s 8 (1) (e) of Notaries Act  
252 (Act No 52 of 1952)



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14/11/23

Mritunjay Tiwary

**First Partner**

Mritunjay Tiwary

(Continuing Partner)

Saharsh Mishra

**Second Partner**

Saharsh Mishra

(Retiring partner)

Pushpa Tiwari

**Third Partner**

Pushpa Tiwari

(Retiring partner)

Ravi Kumar

**Fourth Partner**

Ravi Kumar

(Incoming Partner)

Sudarshan Singh

14/11/23

Sudarshan Singh  
Advocate  
S.D.O. Court, Dhanbad  
E.N. 1869/91