

# INDIA NON JUDICIAL

## **Government of Jharkhand**

#### e-Stamp

ertificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

**Description of Document** 

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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SHCIL (FI)/ jhshcil01/ BISTUPUR/ JH-ES

SUBIN-JHJHSHCIL01048380480803390

BAIDU KARMA

Article 46 Partnership

RECONSTITUTION OF PARTNERSHIP DEED

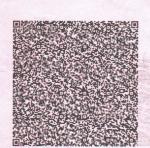
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SUN CONSTRUCTION

SUN CONSTRUCTION

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(One Hundred only)



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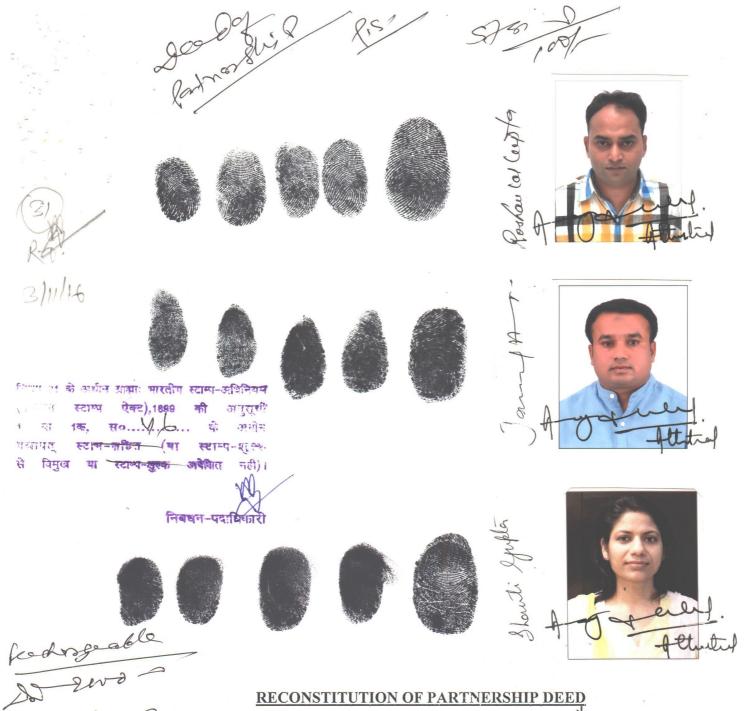


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#### Statutory Alert:

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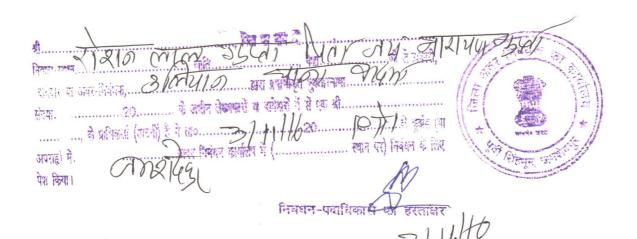
RECONSTITUTION OF PARTNERSHIP DEED

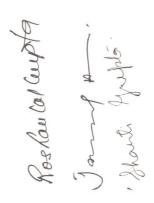
This Reconstitution of Partnership Deed is made on this the 13", day of www. 2016, at Jamshedpur.

#### BY AND BETWEEN

1) Mr. ROSHAN LAL GUPTA, son of Sri Jai Narayan Gupta, By Faith Hindu, By Caste Kayastha, By Nationality Indian, By Occupation Business, Resident of Flat No. 3442, 4th Floor, Vijaya Heritage, 6th Phase, Kadma, Uliyan, Marine Drive Road, P.S. Kadma, Town Jamshedpur, District East Singhbhum, and State Jharkhand. Hereinafter known as the First Party / Continuing Partner (which expression shall unless excluded by and / or repugnant to the context must mean and include his legal heirs, successors, administrators, executors, legal representatives, nominees, and assigns) of the First Part.







#### **AND**

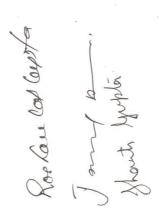
2) JAWED AKHTAR, son of Azimuddin, By Religion Islam (Muslim), By Caste Sayed, By Nationality Indian, By Occupation Business, Resident of Cross Road No. 6 'C', H. No. 14, Azadnagar, P.O. & P.S. Mango, Town Jamshedpur, District East Singhbhum, and State Jharkhand. Hereinafter known as the Second Party / Continuing Partner (which expression shall unless excluded by and / or repugnant to the context must mean and include his legal heirs, successors, administrators, legal representatives, executors, nominees, and assigns) of the Second Part.

#### AND

3) Mrs. SHANTI GUPTA, wife of Mr. Roshan Lal Gupta, By Faith Hindu, By Nationality Indian, By Occupation Business, Resident of Flat No. 3442, 4<sup>th</sup> Floor, Vijaya Heritage, 6<sup>th</sup> Phase, Kadma, Uliyan, Marine Drive Road, P.S. Kadma, Town Jamshedpur, District East Singhbhum, and State Jharkhand. Hereinafter known as the Third Party / New Partner (which expression shall unless excluded by and / or repugnant to the context must mean and include her legal heirs, successors, legal representatives, administrators, executors, nominees, and assigns) of the Third Part.

#### WITNESSETH AS FOLLOWS:

WHEREAS, the Partnership Firm "SUN CONSTRUCTION", having its Office at Shop No UG – 5, Heaven's Palace, Phase II, Road No. 15, Jawaharnagar, P.S. Mango, Town Jamshedpur, District East Singhbhum, and State Jharkhand, is effective from 13<sup>th</sup> July, 2012, and registered on the same day by virtue of Deed of Partnership No. IV – 897, Serial No. 4501, Dt: 13.07.2012, registered at the District Sub Registry Office, Jamshedpur, to carry on the business of building construction, development of multi storied building etc., and also to carry any other business which the Partners mutually agreed upon, but, one of the Partner namely: Mr. Anup Choudhary, has taken voluntary retirement from the Partnership Firm after taking

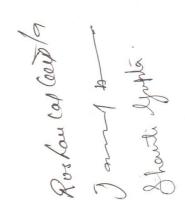


his full and final settlement from the firm, by virtue of Deed of Reconstitution of Partnership IV – 377, Serial No. 1580, Volume No. 17, Book IV, Pages 445 to 468, Dt: 14.03.2014, registered at the District Sub Registry Office, Jamshedpur.

AND WHEREAS, now the continuing Partner/s namely: Roshan Lal Gupta & Jawed Akhtar, has decided to run the partnership firm from New Office Address being in Shop / Unit No. G, 3<sup>rd</sup> Floor, R. R. Square, Main Road Bistupur, P.O. & P.S. Bistupur, Town Jamshedpur, Pin 831001, District East Singhbhum, and State Jharkhand, and they have introduce one New Partner namely: Shanti Gupta, for 25% share of profit and loss in the firm, hence, to avoid all or any kind of future legal complications or misunderstandings all the parties to this indenture has agreed to get this indenture registered on the following terms and conditions.

#### This Reconstitution of Partnership Deed witnesseth as follows:

- That, this Reconstitution of Partnership Deed is getting executed today in which the Third / New Partner: Mrs. Shanti Gupta (is introducing capital and taking 25% share of the firm), with the consent of the present / continuing partners namely: Roshan Lal Gupta & Jawed Akhtar, the Partner/s have taken their individual decisions and they have taken it on their own free will and consent and without any undue influence or pressure created by any other person.
- 2) That, the Partnership business will continue its business with the name and style of "SUN CONSTRUCTION", having, its Office at Shop / Unit No. G, 3<sup>rd</sup> Floor, R. R. Square, Main Road Bistupur, P.O. & P.S. Bistupur, Town Jamshedpur, Pin 831001, District East Singhbhum, and State Jharkhand. The partner/s may with mutual consent be able to open any new branch office or godown etc. at such other places as it may deem fit for the business of the firm.
- 3) That, the Investment of Partners and their profit and loss sharing ratios mentioned below:



Capital Invested	Name of the Partner	Profit and Loss Ratio
50%	Roshan Lal Gupta (First Partner)	50%
25%	Jawed Akhtar (Second Partner)	25%
25%	Shanti Gupta (Third Partner)	25%

In case additional capital is required, the existing partners will arrange the same by borrowing from banks, financial institutions, or from family & friends on such terms and conditions as the partners may deem fit & proper.

- 4) That, the partnership business will focus on all types of job related to Real Estate, Civil Construction as Developer / Builder, and the partner/s may adopt any such business as they may agreed upon and thinks best and suitable for the firm.
- 5) That, the continuing partner/s shall attend diligently to the business of the firm and carry on the same for the greatest advantage of the firm. The Partner/s rendering services to the firm, having regard to the prevailing current rates of remuneration per month would be entitled to draw salary at the following rates which for the time being is mutually agreed upon and considered as matching returns against their services rendered to the firm.

The remuneration shall be subject to the following condition:

On the First Rs. 3,00,000/- of such profits before charging partners' remuneration: 90% of such profits or Rs. 1,50,000/- whichever is higher.

On the balance such profits before charging partners' remuneration: 60%.

That, it is decided between the partner/s mutually that prior to commencing of this partnership if the above named partner/s has other business or partnership firm in which they or any one is a partner then that partnership firm or business will not constitute / forms any part of this partnership deed.



- That, the proper books of accounts of the firm will be maintained according to the nature and size of the business. The books of accounts must be kept in the office of the firm except for genuine purpose for producing the same before any concerned authority. The accounting year of the firm will be same as the financial year i.e. April to March. And the partners shall be entitled to access the books of the firm related to accounts or any other books.
- 8) That, the bank account of the firm can be operated individually by the First Partner namely: Mr. Roshan Lal Gupta, or jointly by any two partner/s and they can operate the bank account individually or jointly, however, money can be deposited to the Bank account of the firm by any person or party or firm by any modes or forms, but, withdrawal can also be done individually by Roshan Lal Gupta.
- 9) That, each partner will act as agent of the other partner and the partner/s and they will have ownership in the assets and properties of the firm as per their ratios agreed upon, and should also be liable equally for the debts of the firm.
- 10) That, on the death or lunacy of any partner the firm will continue its operation by including the legal heirs and successors of the partner but if the legal heirs of that partner refused to join then any new partner can join with the consent of the continuing partners and the legal heir of that partner must get the share of the deceased partner, and it must be returned to the legal heirs and successors after adjustment of accounts.
- 11) That, all the partner/s will work sincerely and efficiently for the profits of the firm and the partners must be loyal to each other, and in case of any dispute arising amongst the partner/s, and if the partner/s fail to settle it amicably, then arbitration will be preferred and the decision and award of arbitrator/s will be final and binding on all partner/s.

That, the terms and conditions shall be in accordance with the Indian 12) Partnership Act of 1932, or any statutory modification thereof. And all the partners will abide by the terms and conditions of this Deed of Partnership. The legal heirs and successors of all the above named parties will be bound by the terms and conditions of this indenture.

In witness whereof both the partners put their respective signatures on this Deed of Partnership at Jamshedpur, on this the 03<sup>rd</sup> day of Nov. 2016.

Read over and explained the contents of this indenture to the parties by me, who found it to be true and correct: 4. Muly.

Roshautal Ceuples

1. Anjit Mondal So Tapen Muly Signature of First Partner 810-131, Language Red, Edelli, 7m-1.

2. Tollieber Signature of Second Partner

Signature of Third / New Partner 3.

Drafted & Printed by: Old Court Campus, Jamshedpur.

#### Certificate:

It is certified that the finger prints of left hand of each persons whose photograph is affixed in the document have been obtained before/by me.

Enrollment No.-14/2010 (Advocate Jsr. Court)

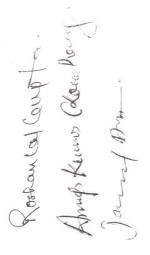
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RECONSTITUTION OF PARTNERSHIP DEED

Jams Jams

This Reconstitution of Partnership Deed is made on this the Juffelday of March, 2014, at Jamshedpur, between:



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1) Mr. ROSHAN LAL GUPTA, son of Sri Jai Narayan Gupta, By Faith Hindu, By Caste Kayastha, By Nationality Indian, By Occupation Business, Resident of Flat No. 3442, 4<sup>th</sup> Floor, Vijaya Heritage, 6<sup>th</sup> Phase, Kadma, Uliyan, Marine Drive Road, P.S. Kadma, Town Jamshedpur, District East Singhbhum, State Jharkhand. Hereinafter known as the First Party / Continuing Partner (which expression shall unless excluded by or repugnant to the context must mean and include his legal heirs, successors, administrators, executors, legal representatives, nominees, and assigns) of the First Part.

#### AND

2) Mr. ANUP CHOUDHARY, son of Sri Ram Krishna Choudhary, By Faith Hindu, By Nationality Indian, By Occupation Business, Resident of 144, Sakchi Market, P.S. Sakchi, Town Jamshedpur, District East Singhbhum, and State Jharkhand. Hereinafter known as the Second Party / Retiring Partner (which expression shall unless excluded by or ripugnant to the context must mean and include his legal heirs, successors, administrators, executors, legal representatives, nominees and assigns) of the Second Part.

#### <u>AND</u>

3) JAWED AKHTAR; son of Azimuddin, By Religion Islam (Muslim), By Caste Sayed, By Nationality Indian, By Occupation Business, Resident of Cross Road No. 6 °C', H. No. 14, Azadnagar, P.S. Mango, Town Jamshedpur. District East Singhbhum, State Jharkhand. Hereinafter known as the Third Party / Continuing Partner (which expression shall unless excluded by or repugnant to the context must mean and include his legal heirs, successors, administrators, executors, nominees, legal representatives, and assigns) of the Third Part.



#### Witnesseth as follows:

WHEREAS, the Partnership Firm "SUN CONSTRUCTION" a Partnership Firm, having its Office at Shop No UG – 5. Heaven's Palace, Phase II, Road No. 15. Jawaharnagar, P.S. Mango, Town Jamshedpur, District East Singhbhum, State Jharkhand, is effective from 13<sup>th</sup> July, 2013, and registered on the same day by virtue of Deed of Partnership No. IV – 897, Serial No. 4501, Dt: 13.07.2013, registered at the District Sub Registry Office, Jamshedpur, to carry on the business of building construction, development of multi storied building etc. and also to carry any other business which the Partners mutually agreed upon, but presently the present Partner No. 2 i.e. Mr. Anup Choudhary, wants to take voluntary retirement from the above mentioned partnership firm after taking his full and final settlement from the firm due to some personal reasons to which the continuing partner namely: Roshan Lal Gupta & Jawed Akhtar agreed, and they are ready to give away his settlement from the firm and to keep the firm in continuance, hence, to avoid all or any kind of future legal complications or misunderstandings all the parties to this indenture has agreed to get this indenture registered on the following terms and conditions.

# THIS RECONSTITUTION OF PARTNERSHIP DEED WITNESSETH AS FOLLOWS:

- 1) That, this Reconstitution of Partnership Deed is getting executed today in which the Second Partner: Mr. Anup Choudhary (taking Voluntary Retirement), with the consent of the present / continuing partners namely: Roshan Lal Gupta & Jawed Akhtar, the Partners have taken their individual decisions and they have taken it on their own free will and consent and without any undue influence or pressure created by any other person.
- 2) That, the Partnership business will continue its business with the name and style of "SUN CONSTRUCTION", having its Office at Shop No UG 5, Heaven's Palace, Phase II, Road No. 15, Jawaharnagar, P.S. Mango, Town Jamshedpur, District East Singhbhum, State Jharkhand. The partners may with mutual consent be able to open any new branch office or godown etc. at such other places as it may deem fit for the business of the firm.



3) That, the Investment of Partners and their profit and loss sharing ratios mentioned below:

Capital Invested	Name of the Partner	Profit	and Loss Ratio
75%	Mr. Roshan Lal Gupta (First / Continuing Pa	artner)	75%
Nil	Mr. Anup Choudhary (Second / Retiring Par	tner)	0%
25%	Jawed Akhtar (Third / Continuing Partner)		25%

In case additional capital is required, the existing partners will arrange the same by borrowing from banks, financial institutions, or from family & friends on such terms and conditions as the partners may deem fit & proper.

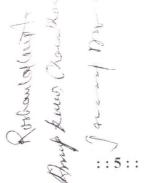
- That, the partnership business will focus on all types of job related to Real Estate, Civil Construction as Developer / Builder and the partners may adopt any such business as they may agreed upon and thinks best and suitable for the firm.
  - That, the continuing partners shall attend diligently to the business of the firm and carry on the same for the greatest advantage of the firm. The Partners rendering services to the firm, having regard to the prevailing current rates of remuneration per month would be entitled to draw salary at the following rates which for the time being is mutually agreed upon and considered as matching returns against their services rendered to the firm.

The remuneration shall be subject to the following condition:

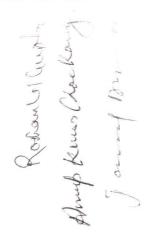
On the First Rs. 3,00,000/- of such profits before charging partners' remuneration: 90% of such profits or Rs. 1,50,000/- whichever is higher.

On the balance such profits before charging partners' remuneration: 60%.

6) That, it is also decided between the partners mutually that prior to commencing of this partnership if the above named partners has other business or partnership firm in which they or any one is a partner then that partnership firm or business will not constitute / forms any part of this partnership deed.



- 7) That, the proper books of accounts of the firm will be maintained according to the nature and size of the business. The books of accounts must be kept in the office of the firm except for genuine purpose for producing the same before any concerned authority. The accounting year of the firm will be same as the financial year i.e. April to March. And the partners shall be entitled to access the books of the firm related to accounts or any other books.
- 8) That, the bank account of the firm can be operated individually by the First Partner namely: Mr. Roshan Lal Gupta, or jointly by two continuing partners and they can operate the bank account individually or jointly, however, money can be deposited to the Bank account of the firm by any person or party or firm by any modes or forms but withdrawal can be done individually by the First Partner: Roshan Lal Gupta or with joint Signatures of Roshan Lal Gupta and Jawed Akhtar.
- 9) That, each partner will act as agent of the other partner and the partners will have ownership in the assets and properties of the firm as per their ratios agreed upon, and should also be liable equally for the debts of the firm.
- That, on the death or lunacy of any partner the firm will continue its operation by including the legal heirs and successors of the partner but if the legal heirs of that partner refused to join then any new partner can join with the consent of the continuing partners and the legal heir of that partner must get the share of the deceased partner, and it must be returned to the legal heirs and successors after adjustment of accounts.
- That, all the partners will work sincerely and efficiently for the profits of the firm and the partners must be loyal to each other. And in case of any dispute arising amongst the partners and the partners fail to settle amicably, then arbitration will be preferred and the decision and award of arbitrator/s will be final and binding on all partners.
- 12) That, the terms and conditions shall be in accordance with the Indian Partnership Act of 1932, or any statutory modification thereof. And all the partners will abide by the terms and conditions of this Deed of Partnership. The legal heirs and successors of all the above named parties will be bound by the terms and conditions of this indenture.



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In witness whereof both the partners put their respective signatures on this Deed of Partnership at Jamshedpur, on this the 19th day of Marel, 2014

Roshan Cal Celept

READ AND FOUND CORRECT

Witnesses:

Drafted & Printed by:

Advocate

Roshantel Coupts.

Signature of First / Continuing Partner

Anny Kenner Charley

Signature of Second / Retiring Partner

James Of Third / Continuing Partner

Certificate:

It is certified that the finger prints of left hand of each persons whose photograph is affixed in the document have been obtained before/by me.

(Advocate Jsr. Court)

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER





KUMAR CHOWDHARY ANUP

पिता का नाम /FATHER'S NAME KRISHNA CHOWDHARY RAM

जन्म तिथि /DATE OF BIRTH

05-08-1969

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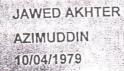
COMMISSIONER OF INCOME-TAX, RANCH

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## आयकर विमाग INCOMETAX DEPARTMENT



भारत सरकार GOVT. OF INDIA



Permanent Account Number
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Signature

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रथाई लेखा संख्या /PERMANENT ACCOUNT NUMBER ABHPG7294A





नाम /NAME ROSHAN LAL GUPTA

पिता का नाम /FATHER'S NAME JAINARAYAN GUPTA

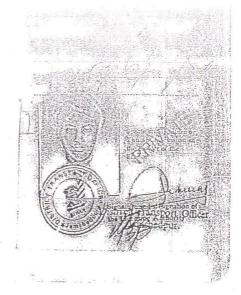
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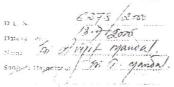
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हरताक्षर /SIGNATURE

आयकर आयुक्त, रांची ROHLON RAL GULPTE. COMMISSIONER OF INCOME-TAX, RANCHI.

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1	FIRST PARTY	Roshan Lal Gupt	ta Jai Narayan Gu	upta Business	General				6th Ph	th Floor, Vijaya ase, Kadma, Jsr
2	Party	Anup Choudhary	Ram Krishna Choudhary	Business	General			Jsr		ket, P.S - Sakchi,
3	Party	Jawed Akhtar	Azimuddin		General			Azadnaga	ar, P.S	H.No - 14, - Mango, Jsr
4	Identifier	Avijit Mandal	Tapan Mandal		General			Jsr Court		
	Witness1	Avijit Mandal	Tapan Mandal		General	-	-	Jsr Court		
5	-		R.Yadav	Service	General			Jsr Court		
5	Witness2	J.Yadav								
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## निबंधन विभाग, झारखंड जमशेदप्र

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Serial Deed No./Year :1580/377/2014

Deed Type: Partnership

	Party Details	Photo	Thumb
in the second se	Roshan Lal Gupta Father/Husband Name:Jai Narayan Gupta (FIRST PARTY) Flat No - 3442, 4th Floor, Vijaya Geritage, 6th Phase, Kadma, Uliyan, Kadma, Jsr		Thumb
2	Anup Choudhary Father/Husband Name:Ram Krishna Choudhary (Party) 144, Sakchi Market, P.S - Sakchi, Jsr		
3	Jawed Akhtar Father/Husband Name: Azimuddin (Party) Cr. Rd. No - 6 C, H. No - 14, Azadnagar, P.S - Mango, Jsr		A PHO
4	Avijit Mandal Father/Husband Name:Tapan Mandal (Identifier) Jsr Court	20	
5	Avijit Mandal Father/Husband Name:Tapan Mandal (Witness1) Jsr Court	X	×
6	J.Yadav Father/Husband Name:R.Yadav (Witness2) Jsr Court	×	X

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Registering Officer

Signature of Operator