

### INDIA NON JUDICIAL

# Government of Jharkhand

## e-Stamp

#### Certificate No.

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SUBIN-JHJH900480421555203068115R

**BALAJEE SHAKTI CONSTRUCTION** 

Article 46 Partnership

PARTNERSHIP DEED

(Zero)

**BALAJEE SHAKTI CONSTRUCTION** 

**BALAJEE SHAKTI CONSTRUCTION** 

(One Hundred only)

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3) Brown Kumas OTK) 19
4) Rakesh Kumas
5) Sulchdo Sinjh
6) Amit Klimard

7 0 MAY 2019



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### DEED OF PARTNERSHIP

This Deed of partnership is executed on the  $7^{th}$  Day of May, Two Thousand and

#### Between

Mr. Arun Kumar, son of late R C Mahato, resident of House No-77B, Block, Upper 1) Sonari, Jamshedpur-831011. (Hereinafter referred to as the 00026705 Arst Part)

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DENTIFIED BY ME

ALAJEE SHAKTI CONSTRUCTION

And

Mr. Vijay Kumar Gupta, son of Late Gajanand Gupta, resident of Shop No-04, Gajraj Singh Building, Baridih, P.S. Sidgora, Jamshedpur, Jharkhand. (Hereinafter referred to as the party of the Second Part)

And

Mr. Binod Kumar, Son of Late Laxmi Narayan, resident of C/160, B Block, Dispensary Road, Sonari, Jamshedpur, Jharkhand. (Hereinafter referred to as the barty of the Third Part)

And

Rakesh Kumar, Son of Arun Kumar Srivastva, resident of 17/2/4, Road No-Adityapur, Jamshedpur, Jharkhand. (Hereinafter referred to as the party of the Fourth Part)

And

Mr. Sukhdeo Singh, Son of Late Ram Naresh Singh, resident of Holding No-1990, Jhabri Basti, Near Sonari Thana, Jamshedpur, Jharkhand. (Hereinafter referred to as the party of the Fifth Part)

And

Mr. Amit Khirwal, Son of Niranjan Khirwal, resident of Holding No-223, Near Sadar Post Office, Mahulsai, Chaibasa, West Singhbhum, Jharkhand. (Hereinafter referred to as the party of the Sixth Part)

WHEREAS all the above parties are collectively referred to as Partners and are deemed to include wherever the context so admits, their respective heirs and legal representatives and assigns.

WHEREAS the Parties had decided to carry on the business of Real Estate, Construction, Civil Contractor & Infrastructure Developer, in partnership, under the firm name of "Balajee Shakti Construction", having its office at Holding No-36, Near Post Office, North layout, Sonari, Jamshedpur-831011, Jharkhand

AND WHEREAS with a view to avoid any misunderstanding in future, all the parties hereto decided to record their terms & conditions in writing.

NOW THIS DEED WITNESSETH AS FOLLOWS

# 1. Partnership Business and name of the Firm:

The partnership Business shall be carried on under the name & style of **Balajee Shakti Construction.** 

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### 2.

Place of Business of the Partnership Firm:

The Principal Place of business of the partnership firm shall be at Holding No-36.

Near Post Office, North layout, Sonari, Jamshedpur-831011, Jharkhand a)

The Firm may also open other branch (es) and office (s) at such other place or b) places as the partners may from time to time decide.

#### Commencement of this Partnership Deed: 3.

That the partnership business shall deemed to be commenced with effect from 7th day of May 2019 and continue for the period at the will of the partners and it shall e terminated as provided here-in-after.

### Object of Partnership Business:

Parties had decided to carry on the business of Real Estate, Construction, Civil Contractor & Infrastructure Developer.

The scope of partnership business may by mutual consent be altered or extended to any other business.

#### Capital and Interest:

The partners to this deed shall contribute towards the capital as and when required as mutually decided and contributing partner shall get simple interest on the capital to the extent maximum of @ 12% per annum.

All the partners aforesaid except party of the sixth part (being a silent partner) are working partners and in consideration of their service to the business of the partnership firm all of them collectively will be entitled to a remuneration maximum to the extent as follows:-

On the first Rs. 3,00,000/- of the a) book - profit, or in case of a loss.

Rs. 150,000/- or at rate of 90 per cent of the book - profit, whichever is more.

On the balance of the book-profit b)

at the rate of 60 per cent;

#### 7. **Duration of Partnership:**

The duration of partnership shall be at will.

It is however, agreed that in the event of death or retirement of any partner the provision contained here-in-after shall apply.

### Drawings:

- The partners may make drawings from their respective capital from time to time. a)
- Any drawings from the capital account by the partners will be as per mutually b) decided by themselves.
- Share in the Profit & Loss in the firm: 9. That the profits of the firm shall be shared between the partners as follows:-

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	Name of Partners	Share of Profit
1) ~	Party of the First Part	8.33%
2)	Party of the Second Part	25.00%
3)	Party of the Third Part	25.00%
4)	Party of the Fourth Part	8.33%
NOTARY	Party of the Fifth Part	8.34%
The state of the s	Party of the Sixth Part	25.00%
SANSHEDPURO.	Bank Account:	
COURT (JULY 2542) 2018	The bankers of the partnership shall be such	h Bank or Banks as the pa

Regd. No. 13542/2018

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bankers of the partnership shall be such Bank or Banks as the partners may Sgree upon time to time and all the Bank Account shall be operated upon by all the partners jointly or severally unless otherwise agreed upon by and between the bartners.

The Bank Account of the firm can also be operated upon by any other authorized person in a manner as may be mutually decided by the partners.

New Bank Account(s) can be opened with the consent of all partners.

#### **Accounts and Accounting Year:**

- The accounts of the firm's business shall be maintained at the office of the firm, a) regularly and in proper manner and they will have a right to inspect the same and take extracts there from, as they considers necessary.
- At the end of each accounting year which shall be closed on 31st March every b) year and statement of Profit & Loss Account a Balance sheet shall be drawn for the year.
- The first accounting year after coming into force of this partnership deed shall be c) closed on 31st March 2020.
- The annual accounts may, at the discretion of the partners be audited by a d) Chartered Accountant or a firm of Chartered Accountants.

#### 12. Additional Finance required by firm:

That if required, the firm shall be entitled to take loan from any bank, financial institution or from any other corporation, persons on such terms & condition and for such periods as the partners may mutually agree upon.

#### 13. Admission of New Partner(s):

The partners may by mutual consent and on such terms and conditions as may mutually be agreed upon, take new partner or partners in the said partnership business. After admission of new partners shall have all the rights and obligations of the partners.

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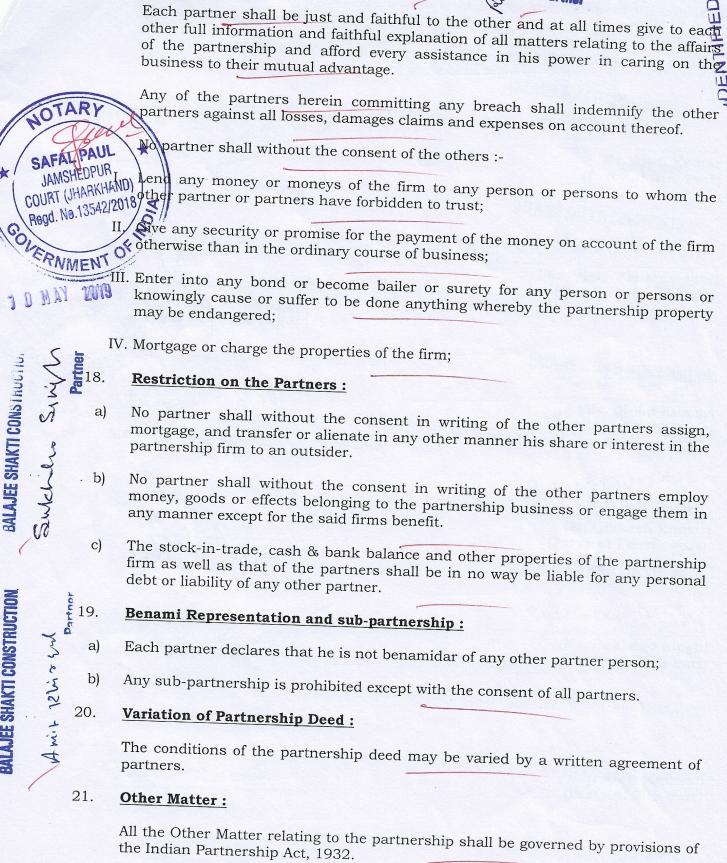
the partnership firm.

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Every partner has a right to act on behalf of the business.

Every partner is bound to attend diligently to his duties.

Every partner shall have the right to express his opinion regarding the affairs of



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22.

**Arbitration:** 

Good Faith:

referred to Arbitration in accordance with the provisions of Arbitration & -6-

Any dispute or differences arising regarding interpretation of this Deed shall be

Conciliation Act, 1996, since Amended. All proceedings either under the Arbitration Act or otherwise, shall be subject to the jurisdiction of the courts of Kolkata only.

IN WITNESS WHEREOF the parties hereto have signed this partnership deed on this day above written in presence of witness as follows:

BALAJEE SHAKTI CONSTRUCTION WITNESS 3. Deevan (1) Amleus Mr. Apun Kumar (Party of first Part) BALAJEE SHAKTI CONSTRUCTION JANSHEDPUR JANSHEDPUR COURT (JHARNER JONES) Hir Susta JAMSHEDY ZAND) & Kishon Diman JOHN (JHARRICA) & B'Block Somari ROSD, NO. 13562128/ Charleson road-Dai (Mr. Vijay Kumar Gupta) (Party of second Part) Sonani Kennan paela (Mr. Binod Kumar) (Party of Third Part) DALAJEE SHAKII CONSTRUCTION (4) \_ Rakesh kurrar A) Happy Tappy Partner (Mr. Rakesh Kumar) (Party of Fourth Part) JALAJEE SHAKTI CONSTRUCTION 5)\_ Smerolio Sim (5) \_ Sn Rangel. (Mr. Sukhdeo Singh) (Party of Fifth Part) JALAJEE SHAKTI CONSTRUCTION 6) \_ Amit Klinoml Contillast (0 (Mr. Amit Khirwal) (Party of Sith Part)

PARTY IS IDENTIFIED
BY L. V. Prasad.
ADVOCATE JAMSHEDPUR

NOTARY SAFAL PAUL JAMSHEDPUR COURT (JHARKHAND)

- 7

TO MAY 2019

IDENTIFIED BY ME
ADVOCATE
10.5.2019



# INDIA NON JUDICIAL

## **Government of Jharkhand**

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Description of Document

**Property Description** 

Consideration Price (Rs.)

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Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-JH26008546729257S

01-Feb-2020 03:36 PM

NONACC (SV)/jh9005204/JAMSHEDPUR/JH-ES

SUBIN-JHJH900520437697621383167S

BALAJEE SHAKTI CONSTRUCTION

Article 46 Partnership

RE CONSTITUTED DEED OF PARTNERSHIP DEED

(Zero)

**BALAJEE SHAKTI CONSTRUCTION** 

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**BALAJEE SHAKTI CONSTRUCTION** 

(One Hundred only)





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Amit 12 his word Africano, stassika Khiswal Ressect Kunnete RE-CONSTITUTED DEED OF PARTNERSHIP DEED SWELD SIV

This RE-CONSTITUTED DEED OF PARTNERSHIP is executed on the ...... Day of February , 2020 at Jamshedpur, BY AND BETWEEN,

SR 0005534798

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- In case of any discrepancy please inform the Competent Authority

Amit Rhishil

stanka khimal

**Partner** 

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BALAJEE SHAKTI CONSTRUCTION

SRI ARUN KUMAR , S/o Late R.C. Mahato 1. Hindu, by nationality Indian, by occupation faith Business, Resident of House No 77, B- Block, Upper Sonari, within P.S: Sonari, Town Jamshedpur, District East Singhbhum-Pin No 831011 [UID No 4359 2052 3779] hereinafter referred to as the "FIRST PARTY"/ Existing Partner No 1 [which expression shall, unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, legal representatives and assigns.]

**AND** 

SRI VIJAY KUMAR GUPTA , S/o Late Gajanand 2. Gupta , , by faith Hindu,by nationality Indian, by occupation Business, , resident of Shop No 4, Gajraj P.S:-Sidgora Baridih, Town:-Building, Singh Jamshedpur , District :- Singhbhum, hereinafter referred to as the "SECOND PARTY"/ Existing PARTNER No 2 [which expression shall, unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, legal representatives and assigns.]

AND

SRI BINOD KUMAR, S/o. Late Laxmi Narayan , , by faith Hindu, by nationality Indian, by occupation resident of Holding No C-160, B-Block ,Dispensary Road, P.O. & P.S:- Sonari Jamshedpur, District Singhbhum[East] , hereinafter referred to as the "THIRD PARTY"/ Existing PARTNER No 3 [which expression shall, unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, legal representatives

and assigns.]

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Amit Khrad **Partner** 

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danka Khingal **Partner** 

And

SRI RAKESH KUMAR, S/o Arun Kumar Srivastava, by faith Hindu, by nationality Indian, by occupation Business, Resident of Qtr. No 17/2/4, Road No 3, Adityapur-1, Adityapur, P.O. District Seraikella-Kharsawan-831013, Jharkhand, hereinafter referred to as the "FOURTH PARTY"/ Existing PARTNER No 4 [which expression shall, unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, legal representatives and assigns.]

#### AND

SUKHDEO SINGH, S/o Late Ram Naresh 5. SRI by faith Hindu, by nationality Indian, by occupation Business, Resident of House No 1990, Jhabri Basti, Sonari, Near Sonari Thana, Jamshedpur -831011, Jharkhand hereinafter referred to as the "FIFTH PARTY"/ Existing PARTNER No 5 [which expression shall, unless excluded by or repugnant to the context be deemed to mean and include his legal heirs. successors, legal representatives and assigns.]

AND

SRI AMIT KHIRWAL, S/o Sri Niranjan Khirwal ,by faith Hindu, by nationality Indian, by occupation Business, Resident of H. No 223, Near Sadar Post Office , Mahulsai, Chaibasa, West Singhbhum, Jharkhand-833201, hereinafter referred to as the "SIXTH PARTY"/ OUTGOING PARTNER [which expression shall, unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, legal representatives and assigns.]

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7. SMT SARIKA KHIRWAL, w/o Sri Vedant Khirwal ,by faith Hindu, by nationality Indian, by occupation Business, Resident of 147, Sadar Bazar, Chaibasa, West Singhbhum, Pin 833201, Jharkhand . hereinafter referred to as the INCOMING PARTNER [SILENT PARTNER] [which expression shall, unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, legal representatives and assigns.]

WHEREAS the parties towards this Deed have jointly & Severally formed this partnership business in the name any style of "M/S BALAJEE SHAKTI CONSTRUCTION" having its OFFICE AT H. No 36, Near Post Office, North Layout, Sonari, P.O. & P.S: Sonari, Town:-Jamshedpur-11, District:-East Singhbhum as per the executed and Notarised on dated 07/05/2019

**AND WHEREAS,** After the formation of the said partnership firm , one Immovable landed property being purchased by in the name of the firm with joint signature of all the partners under Registered Sale Deed No 2019/JSR/3966/BK1/3642 date 31/08/2019 .with respect to the land area [details ] and the same has got mutated in the name of the firm under Mutation case No 1319/R-27/2019-2020 dated 20.12.2019 before the Circle Officer at Jamshedpur under order dated 20.12.2019 and since mutation , the firm is paying the Ground rent for the same to the Superior Landlord the state of Jharkhand, through by C.O. Jamshedpur .

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Signed / Put L.T.I. In my Presence

Advecate Date: /4/2/20

SALAJEE SHAKTI CONSTRUCTION

ANGEL SHAKTI CONSTRUCTION

SALAJEE SHAKTI CONSTRUCTION

Partner

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Partner

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RELEGY KUNTAR

AND WHEREAS, during the continuation of the said partnership bound, some discrepancies' crop up between the Sixth partner Amit Khirwal with other Five partners and for which the said Sixth partner Amit Khirwal has withdraw himself from the firm as partner and agreed to out from the firm and for which the said Sixth partner Amit Khirwal has given Two month's prior notice to the firm and also to other existing partners regarding his willingness to withdrawn from the firm as OUTGOING PARTNER AND agreed to take his share of settlement amount from firm as full and final settlement and declared that he shall not claim any title, interest, benefit from the firm in near future.

AND WHEREAS, on receipt of the written notice, the existing partners of the firm has decided the said matter in joint meeting held on dated 31/01/2020 and permit the sixth partner Amit Khirwal to withdraw himself as partner of the firm and declared him as OUT GOING PARTNER and on the said meeting, it has also held that one new partner namely **SMT SARIKA KHIRWAL**, w/o Sri Vedant Khirwal shall be introduced as new INCOMING PARTNER of the firm with same ration of capital investment and profit sharing ratio as other existing partners has in the said partnership deed.

AND WHEREAS, after the execution of this Re-constituted Deed of Partnership, the signaturing authority of the firm shall be devolved upon the Existing partners with new Incoming partners only and this Re-constituted deed shall be used for rectification of Pan Card as well as GST Registration certificate and any other purposes where the interest of the firm involved.



Signed / Put L.T.I. /6
In my Presence

Advecate 2 8

IN WITNESS WHEREOF the parties herein have hereunto set their respective signatures on the day, month and year first herein above written.

WITNESSES	SIGNATURE EXISTING PARTIES	OF THE	
1 Vall Krise	EXISTING PARTNE  ALAJEE SHAKTI CONSTRUCTION		
	1. History	'BALAJEE SHAKTI CONSTRUCTION	L
/2	Suche Sylvanian  2014 SHAKTI CONSTRUCTION	Partner	· .
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	Partner  BALAJEE SHAKTI CONSTRUCTION	Ratoch Kurnak Partner	r
	4  Amit Rhirent  Partner	BALAJEE SHAKTI CUNSTRUCTION	
		Partner	
	Amit Khirturd		
	SIGNATURE OF OUTGOIN	G PARTNER	
	danka khimal		
	SIGNATURE OF INCOMIN	NG PARTNER	

> Pramod Kr. Bhagat NOTARY E.Singhbhum, JSR

Signed / Put L.T.I.

Advecate 20 Date:../.4/2/20