

# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

**Receipt Number :** 59660605419457f5f078

**Receipt Date :** 01-Nov-2021 01:14:05 pm

**Receipt Amount :** 100/-

**Amount In Words :** One Hundred Rupees Only

**Document Type :** Partnership

**District Name :** EastSinghbhum

**Stamp Duty Paid By :** MS S G SAI LAXMI

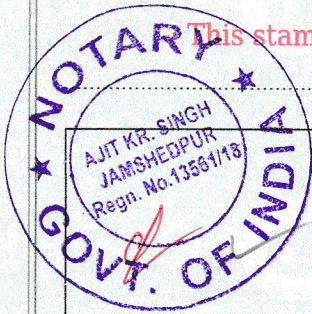
**Purpose of stamp duty paid :** RECONSTITUTION OF PARTNERSHIP

**First Party Name :** MS S G SAI LAXMI

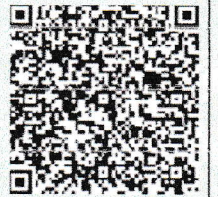
**Second Party Name :** NA

**GRN Number :** 2108213353

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



*[Handwritten signatures]*



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।

*[Handwritten signature]*  
AJIT KR. SINGH  
NOTARY PUBLIC  
No-13561/18.

RECONSTITUTE DEED OF PARTNERSHIP

*[Handwritten signatures in blue ink: one illegible signature, 'Seema Ghosh', and another illegible signature]*

THIS RECONSTITUTE DEED OF PARTNERSHIP IS MADE ON THIS DAY OF 6<sup>th</sup> DAY OF NOVEMBER 2021 AT JAMSHEDPUR, BY AND BETWEEN:

SRI SHYAMSUNDER GHOSH, Son of Late Sudhir Chandra Ghosh by faith Hindu by nationality Indian by Occupation Business, Resident of Anil Sur Path, "E" Road, Holding No. 13, Uliyan, P.O. & P.S: Kadma, Town-Jamshedpur, Dist- East Singhbhum, State-Jharkhand, hereinafter called the FIRST PARTNER (Which expression shall mean and include his legal heirs, executors, administrators and assigns) of the FIRST PART.

AND

MRS. SEEMA GHOSH, Wife of Shyamsunder Ghosh, by faith Hindu, by Nationality Indian, by Occupation Business, Residence of Anil Sur Path, "E"-Road, Holding No.13, Uliyan, P.O. & P.S. - Kadma, Town- Jamshedpur, Dist.- East Singhbhum, State-Jharkhand, hereinafter called the SECOND PARTNER (Which Expression shall mean and include his legal executors, administrators and assigns) of the SECOND PART.

AND

MR. HIMANSHU GHOSH, Son of Shyamsunder Ghosh, by faith Hindu, by Nationality Indian, by Occupation Business, Residence of Anil Sur Path, "E"-Road, Holding No.13, Uliyan, P.O. & P.S. - Kadma, Town- Jamshedpur, Dist.- East Singhbhum, State-Jharkhand, hereinafter called the THIRD PARTNER (Which Expression shall mean and include his legal executors, administrators and assigns) of the THIRD PART.

NATURE OF DEED: RECONSTITUTED DEED OF PARTNERSHIP

Whereas The FIRST PARTNER Mr Shyamsunder Ghosh and the SECOND PARTNER Mrs Seema Ghosh were carrying a business on partnership basis under the name and style of M/s S. G. SAILAXMI, PAN: ACBFS2259N, by virtue of of the PARTNERSHIP DEED dated 27<sup>th</sup> January, 2021.

And whereas the SECOND PARTNER due to her busy schedule voluntarily wants to retire from the firm, hence this deed.



*[Handwritten signature in red ink]*  
AJIT KR. SINGH  
NOTARY PUBLIC  
Regn. No. 13561/18.  
Govt. of India  
East Singhbhum

*First Partner*  
*Secma Ghosh*  
*Third Partner*

And whereas in order to reduce the burden and responsibility of the business and to expand and/or develop the business, the said FIRST PARTNER has agreed to admit the said THIRD PARTNER Mr. HIMANSHU GHOSH who is well conversant of the business, as partner in the said partnership business of M/s S. G. SAI LAXMI, and all the partners have agreed in the said mater.

AND WHEREAS in view of admission of the said new partner in the said partnership firm, it is necessary to reconstitute the Partnership Deed afresh and accordingly to avoid all dispute, misunderstanding, legal complication, if any, between them and/or their respective legal heirs or persons claiming through them, the parties hereto thought it prudent and necessary to put into writing the terms and conditions agreed upon them.

**NOW THEREFORE THIS RECONSTITUTED DEED OF PARTNERSHIP WITNESSTH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:**

1. That the Partnership shall be deemed to have commenced with effect from 06/11/2021, shall be governed by the terms and conditions given in this Reconstituted Deed of Partnership
2. That the name and style of the Partnership under which the partnership business will continue to run, shall be M/s S. G. SAILAXMI
3. That the Principal place of business of partnership shall be at E/13, Anil Sup Path, Uliyan, PO & PS-Kadma, Town-Jamshedpur, in the state of Jharkhand. However, the partners with their mutual consent may start branch branches at such place or places and and under such name and style as may be mutually agreed upon by them from time to time.
4. That the principle business of partnership shall be all type of Civil and Mechanical Construction Work, any other contract job including work of builder and real Estate developer. However, it will open for the partnership firm to carry on any other business with mutual consent.
5. That the profit and loss (if any) of the partnership shall be divided and borne by the partners in the ratio mentioned below:-

<u>NAME OF THE PARTNER</u>	<u>PROFIT/LOSS SHARING RATIO</u>
1) SRI SHYAMSUNDER GHOSH	: 50%
2) SRI HIMASHU GHOSH	: 50%

-2-

  
AJIT KR. SINGH  
NOTARY PUBLIC  
Regn. No.-13561/18,  
Govt. of India  
JSR. East Singhbhum

6. That the capital required for the business of the partnership shall be brought in by the partners in such shares and such proportions and in manner in all respect as may be agreed to between them, from time to time without reference to their shares in the partnership. The capital of the partners shall carry the simple interest @ 12% per Annum. The partners shall be at liberty to increase or reduce the above rate of interest from time to time as per mutual consent. The capital may also be raised with the mutual consent of all the partners on loan from the market on usual conditions.
7. That all the partners will be working partners and will be actively engaged in conduction the affairs of the business of the firm. All the partners shall be entitled to yearly remuneration as under:

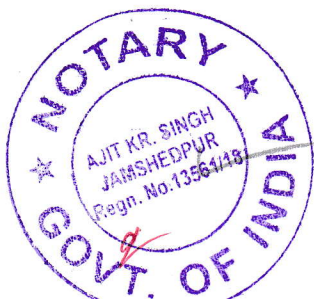
<u>NAME OF THE PARTNERS</u>	<u>SHARING RATIO</u>
1) SRI SHYAM SUNDAR GHOSH	50%
2) SRI HIMASHU GHOSH	50%

**FUNCTION OF THE PARTNERS:-**

No. 1 Sri Shyamsunder Ghosh: Will be the whole sole Managing Partner of the Firm and will take all possible care for carrying the day to day activities of the firm.

No 2 Sri Himanshu Ghosh: Will only look after the legal activities of the Firm and to prepare all papers and documents of the Firm.

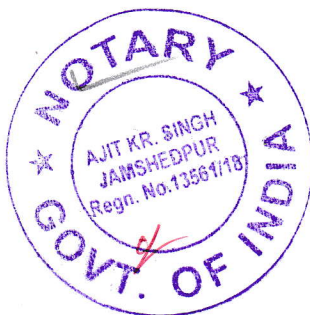
8. The Remuneration so payable shall be calculated at the percentage of the book profit for each accounting year in the following manner:-
  - a) In case of book profit upto Rs. 3,00,000/- 90% of book profit or Rs. 1,50,000/-  
Whichever is more.
  - b) On balance book profit above 3,00,000/- Rs. 1,50,000/- plus 60% of book profit
9. That all the existing and /or new Bank Account/s of the firm shall be operated by the FIRST PARTNER SHRI SHYAMSUNDAR GHOSH only.
10. That the partners hereto are authorized to raise loan/s from bank/s or other financial institutions wherever deemed expedient for the purpose of the business and the said loan will be used only for the benefit of the firm and and no such amount is to be used for the personal benefit.



01/11/21  
**AJIT KR. SINGH**  
 NOTARY PUBLIC  
 Regn. No. -13561/18.  
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*[Signature]*  
 Seema Ghosh

11. That the death, retirement, insolvency or incapacity by law of any partner/s shall not dissolve the partnership firm.
12. That the books of accounts of the partnership shall be closed on 31<sup>st</sup> March of every year, when the books of account shall be duly balanced and profit and loss shall be divided as the case may Be to the partner's respective capital account.
13. That each of the partners hereof shall be sincere and faithful to each other and disclose all the things and papers coming to their hands of knowledge concerning to the partnership business to the other partners.
14. That the first partner shall be an agent of the partnership firm and shall have right to file the tenders, quotations, make bills, and sign valid money receipts and all other documents concerning the partnership.
15. That the proper books of accounts and other necessary records in respect of the partnership business shall be maintained at the office of the partnership and each party shall have access thereto for inspection and taking necessary extracts therefrom.
16. That the duration of the partnership firm shall be "AT WILL" but in case any partner/s desire/s to retire from the partnership, he shall be liberty to do so by giving at least three months notice in writing to the other partners.
17. That in case the dispute between the partners either in connection with the interpitation of this Deed or any other matter concerned with partnership shall be referred to arbitration under the Indian Arbitration and conciliation Act 1996, then in force and the decision shall be final and binding all the partners.
18. That the same is so far stated herein the partnership shall be governed by the provisions of Indian Partnership Act 1932.
19. That the partners may be mutual consent add, alter and/or delete any of the terms and conditions for the benefit and development of the partnership.



6/11/21  
AJIT KR. SINGH  
NOTARY PUBLIC  
Regn. No.-13561/18,  
Govt. of India  
JSR, East Singhbhum

— [Signature]  
— Seema Ghosh  
— [Signature]

IN WITNESS WHEREOF the partners of third Deed have signed this indenture, on this day, month, year and the place first mentioned above at the outset.


Witness: -

1. 

(Sri Shyamsunder Ghosh)



Signature of the First Partner

2.   
Chanchal Sarma

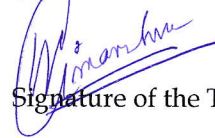
(Smt Seema Ghosh)



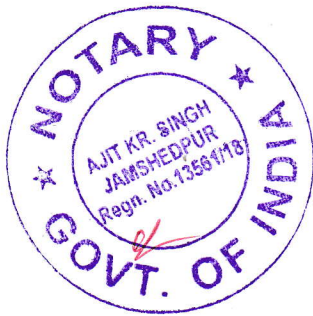
Signature of the Second Party

3.

(Sri Himashu Ghosh)



Signature of the Third Partner



  
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NOTARY PUBLIC  
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