



सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No. : IN-JH18241035622908R
 Certificate Issued Date : 26-Jun-2019 02:09 PM
 Account Reference : SHCIL (FI)/ jhshcil01/ BOKARO/ JH-BK
 Unique Doc. Reference : SUBIN-JHJHSHCIL0124208018118011R
 Purchased by : DISTRICT COURT
 Description of Document : Article 46 Partnership
 Property Description : PARTNERSHIP DEED
 Consideration Price (Rs.) : 100
 (One Hundred only)
 First Party : AMBUJ MANDAL
 Second Party : RAJEEV RANJAN AND OTHERS
 Stamp Duty Paid By : RAJEEV RANJAN AND OTHERS
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

राजेश कुमार

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Sl. No. 965
 Date. 27/06/2019
 B.D.B.A No. 16012

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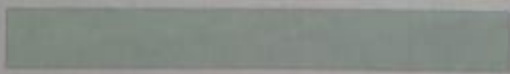
RECONSTITUTION OF DEED OF PARTNERSHIP

BY AND BETWEEN

- 1. AMBUJ MANDAL FIRST PART
- 2. RAJ KUMAR MANDAL SECOND PART
- 3. RAJEEV RANJAN THIRD PART



SIR 0001870867 Page 1 of 7



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SL. No. 965
Date 27/06/2019
B.D.B.A No. 16012

RECONSTITUTION OF DEED OF PARTNERSHIP

THIS INSTRUMENT OF AGREEMENT FOR PARTNERSHIP is made on this 26th Day of June, 2019 (TWO THOUSAND NINETEEN)

BY AND BETWEEN

1. AMBUJ MANDAL S/o Sri Ruplal Mandal aged about 39 years, having AADHAR No. 9591 5086 4501, by faith Hindu, by occupation Business, Resident of Chira Chas, Near Hari Mandir, P.O. & P.S. Chas, District Bokaro (Jharkhand), PIN-827013, hereinafter referred to as PARTY OF THE FIRST PART (Which expression shall unless excluded by or inconsistent with or repugnant to the context include his heirs, executors, legal representatives, successors, assigns etc.)
2. RAJ KUMAR MANDAL S/o Sri Sita Ram Mandal aged about 40 years, having AADHAR No. 2458 1374 5081, by faith Hindu, by occupation Business, Resident of Chira Chas, P.O. & P.S. Chas, District Bokaro (Jharkhand), PIN-827013, hereinafter referred to as PARTY OF THE SECOND PART (Which expression shall unless excluded by or inconsistent with or repugnant to the context include his heirs, executors, legal representatives, successors, assigns etc.)
3. RAJEEV RANJAN S/o Sri Gopal Prasad Singh aged about 38 years, having AADHAR No. 5649 3957 7345, by faith Hindu, by occupation Business, Resident of Basant Vihar, Chira Chas, P.O. & P.S. Chas, District Bokaro (Jharkhand), PIN-827013, hereinafter referred to as PARTY OF THE THIRD PART (Which expression shall unless excluded by or inconsistent with or repugnant to the context include his heirs, executors, legal representatives, successors, assigns etc.)

AND

WHEREAS, a Deed of Partnership was executed by and between First Part and the Second Part on 10/07/2018 for commencement of Real Estate business (Developer and Promoter of Apartments and Plots) under the name & style of "M/s MANDAL CONSTRUCTIONS".



Page 2 of 7

2019-8-20 13:47

AND

WHEREAS, both the First Part and the Second Part have decided to extend their business and as such both the parties were in need of business partner for investment in their existing business "M/s MANDAL CONSTRUCTIONS"

AND

WHEREAS, both the First Part and the Second Part approached the Third Part and mutually gave the Third Part proposal to become their business partner and to invest required capital in their existing business.

AND

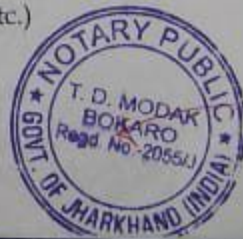
WHEREAS, the Third Part agreed to the proposal of the First Part and the Second Part to become their third partner to the existing business Real Estate business (Developer and Promoter of Apartments and Plots), "M/s MANDAL CONSTRUCTIONS" and even agreed to invest required capital in the said business.

AND

WHEREAS, to avoid any future complications and disputes, all the three parties mutually agreed to reduce in writing the terms & conditions of partnership.

NOW THIS INDENTURE OF AGREEMENT WITNESSETH and the parties mutually agreed as follows:-

1. That the business of partnership shall be deemed to have commenced with effect from 10th Day of July 2018.
2. That the partnership business shall be continued to be carried on under the name & style of "M/s MANDAL CONSTRUCTIONS" at Chira Chas, Chas Dist. Bokaro, Jharkhand or at such place or places as may be decided within the State of Jharkhand or other states.
3. That the business of partnership shall be that of Real Estate i.e. Developer and Promoter (constructing and developing apartment and selling out land plots and etc.)



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4. The partners shall contribute to the capital of the firm as per requirement for smooth functioning of the business. The partners shall contribute such sum of money as capital as may be mutually agreed by and between the partners. Such capital shall carry interest @ 12% p.a. In case of insufficient profit, the rate of interest will be reduced & in case of loss no interest will be paid.
5. That the partners shall be authorized to draw a remuneration of Rs. 40,000.00 per month in respect of each financial year.
6. That all the parties shall function as active Partner and shall actively engage himself in conducting the affairs of the business.
7. That the partners agree to get share of profit from the firm which shall be worked out each year as under :

At the end of each financial year the amount of share payable to the partners shall be as under:-

Ambuj Mandal	(First Part)	:	34%
Raj Kumar Mandal	(Second Part)	:	33%
Rajeev Ranjan	(Third Part)	:	33%

That the Parties shall withdraw in the manner mentioned above if the firm earns profit.

If the firm incurs loss the parties shall bear loss in the manner mentioned herein above.

8. The firm may borrow, from time to time from persons, firms, companies or bank such money as may be required for the purpose of the business as deposited or loan at an agree rate of interest.
9. That the firm shall have a Bank Account of the firm with such Bank or Banks as the parties agree upon from time to time and shall be operated by all the three parties.



13. At the end of every 31st March, Books of Accounts shall be taken up and all assets and liabilities and accounts shall be made up and the Balance Sheet and Profit & Loss account shall be prepared by such professional and shall be signed by each of the partners. Such account when signed shall be binding on partners. Unless some manifest error is discovered within three months after signing thereof in which case such error shall be rectified. Provided that if any of the partners refuses to sign the Balance Sheet and the Profit & Loss account without assigning any reason for such refusal, copy of the Balance Sheet and the Profit & Loss account shall be deemed to be signed by him on the day of such posting.

14. Any partner may retire from the partnership by giving to the other partner notice in writing of not less than one month of his intention to do so. The partnership shall not necessarily be wound up on the retirement of any partner, but may be continued by admission of new partner (s) with all assets and liabilities of the firm being continued as if no change has taken place. The retiring partner shall pay the firm the amount, if any, due from him or shall be paid any amount, if any, due to him. The value of goodwill shall not be taken into consideration while calculating the above amount.

15. The partnership business shall not necessarily be wound-up on the death of any partner but may be continued by surviving partners by taking any one of heirs of the deceased partner with him on the same term and conditions and benefits as the deceased partner enjoyed. In case the heir of the deceased partners is unwilling to become partners in the business, the same may be continued by the surviving partner with all assets and liabilities of the firm and the amount standing to the credit of the firm and the amount standing to the credit of the deceased partners, if any, shall be paid to his heir or legal representative and in settling the account of the deceased partners the value of goodwill shall not be taken into consideration.



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16. Notwithstanding anything stated or provided herein, the parties shall have full power and discretion to modify, alter or vary the terms and conditions of the partnership deed in any manner whatsoever they think fit, by mutual consent which shall be reduced to writing and be signed by all the partners and thereupon the said writing shall become appendage of the deed.

17. That, if any dispute arises between the parties, the same shall be resolved as per the provisions of law of land and shall be subject to Bokaro Civil Court only.

In witness whereof all the three parties i.e. First Part, Second Part and the Third Part being fully satisfied with the terms and conditions have put their signature on the day, month and year first above mentioned in the presence of witnesses.

WITNESSES:

1. Aantem Kumar

Executed and signed by the "FIRST PART"

अम्बुज मंडल

(AMBUJ MANDAL)

2. अजीवन दास

Executed and signed by the

"SECOND PART"

राज कुमार मंडल

(RAJ KUMAR MANDAL)

Executed and signed by the

"THIRD PART"

राज ईव रंजन

(RAJ EEV RANJAN)



On Identification by the Advocate
Sri/Smt. K. N. S. S. S. S.
Attested the Signatures & Thumb
Impression

27/06/2019
(R.N. Jha A-14)

T. D. Modak
NOTARY PUBLIC
Bokaro (Jharkhand)
Regd. No.-2055/J

