

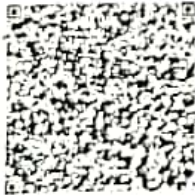


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Jharkhand

e-Stamp

Certificate No. : IN-JH30461540699917S
 Certificate Issued Date : 24-Jul-2020 02:25 PM
 Account Reference : NONACC (SV) JH9005104/ JAMSHEDPUR/ JH-ES
 Unique Doc. Reference : SUBIN-JHJH900510445920888775595S
 Purchased by : SIDDHI INFRA
 Description of Document : Article 46 Partnership
 Property Description : PARTNERSHIP DEED
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SIDDHI INFRA
 Second Party : NA
 Stamp Duty Paid By : SIDDHI INFRA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



1.8.20

Princed Magalia

RECONSTITUTED DEED OF PARTNERSHIP

This Reconstituted Deed of partnership is executed on the 1st day of August, 2020

between SIDDHI INFRA

T. Khosla

Partner

Identified by me and signed
Put L.T.I. in my presence

ADVOCATE
JAMSHEDPUR

RS 0002237214

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at 'www.shoestamp.com'. Any discrepancy in the details on this Certificate and as

JSB NIRMAN PRIVATE LTD.
Shashan Gubhujee
Managing Director

Shri Govind Nagella, son of Late Kalidas Nagella, aged about 50 years, resident of R-Road, Bistupur, Jamshedpur - 831001, hereinafter referred to as party of First Part.

And

Shri Anil Agarwal, son of Shri Mahabir Prasad Agarwal, aged about 47 years, resident of 57 A, Air Base Colony, Kadma, Jamshedpur - 831005, hereinafter referred to as party of Second Part.

And

Smt. Tara Khowala, wife of Shri Sushil Kumar Khowala, aged about 47 years, resident of A-60, Air Base Colony, Kadma, Jamshedpur - 831005, hereinafter referred to as party of Third Part.

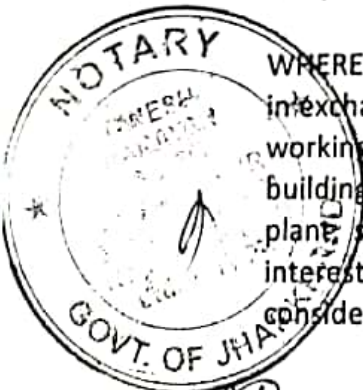
And

M/s JSB Nirman Pvt. Ltd. (PAN NO. AACCI5706F), a company incorporated under the Indian Companies Act (CIN - U45200JH2011PTC014719), having its registered office at 72, 2nd Floor, New Baradwari, Sakchi, Jamshedpur - 831001, represented by its Director Mr. Bhaskar Mukherjee (DIN : 03427229), son of Late Atul Krishna Mukherjee, resident of 3/1, Dublin, Aastha Hi-Tech City, Sonari, Jamshedpur, East Singhbhum - 831011, hereinafter referred to as party of Fourth 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 all the above Parties are carrying on the business of partnership in the name and style of "SIDDHI INFRA" (hereinafter called as the Firm) at Back Wing, Annapurna Market, R - Road, Bistupur, Jamshedpur-831001, under the Deed of Partnership executed on 1st Day of October, 2011 and duly reconstituted on 02nd Day of April 2018

WHEREAS the existing nature of business of the Firm is to purchase, sell, develop, take in exchange, or on lease, hire or otherwise acquire, whether for investment or sale, or working the same, any real or personal estate including lands, mines, business, building, factories, mills, houses, cottages, shops, depots, warehouses, machinery, plant, stock in trade, mineral rights, concessions, privileges, licences, easement or interest in or with respect to any property whatsoever for the purpose of the Firm in consideration for a gross-sum or rent or partly in one way and partly in the other or



1.8.20

T. Khowala

Approved

Govind Nagella

Known to me and sign before me

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Advocate Jamshedpur

JSB NIRMAN PRIVATE LTD.
Bhaskar Mukherjee
Managing Director.

for any other consideration and to carry on business as proprietors of flats & buildings and to let on lease or otherwise apartments therein or to carry on the business of builders, contractors, dealers in and manufacturers prefabricated and precast houses, buildings and erections and materials in connection therewith or incidental thereto and to carry on any other business that is customarily, usually and conveniently carried on therewith.

WEHERAS party of the fourth part was enjoying the share of profit of 50% and was not in a position to introduce the required capital in proportion to its profit sharing ratio. Hence the party of the fourth part has agreed to reduce its share of profit to 25%.

WHEREAS all the parties hereby decided to rearrange the share of profit of all the parties to 25% each as given in clause no -9 hereunder.

WHEREAS all the Parties hereby decided to carry on the existing business of the firm in the name and style of "SIDDHI INFRA", having its office at Back wing, Annapurna market, R - Road, Bistupur, Jamshedpur-831001. It will be open to the firm to carry on any other business activities with mutual consent of all the partners.

AND WHEREAS existing partners may by mutual consent and on such terms and conditions as may be mutually agreed upon, take new partner(s) in the said partnership business.

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

1. Partnership Business and name of the Firm:

The partnership Business shall be carried on under the name & style of SIDDHI INFRA.

Place of Business of the Partnership Firm:

- a) The Principal Place of business of the partnership firm shall be at Back wing, Annapurna market, R - Road, Bistupur, Jamshedpur-831001.
- b) The Firm may also open other branch(es) and office(s) at such other place or places as the partners may decide from time to time.

T. Khowala

Approved

Cumel K. Nargalia

Known to me and sign before me

Advocate, Jamshedpur

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JSB NIRMAN PRIVATE LTD.

Shastri Jitkumar
Managing Director

3. Commencement of this Partnership Deed:

That this reconstituted partnership shall be deemed to be effective from 1st day of April, 2018 and continue for the period at the will of the partners and it shall be terminated as provided here-in-after.

4. Object of Partnership Business:

The principal business of the partnership firm shall be of carrying on the business of purchase, sell, develop, take in exchange, or on lease, hire or otherwise acquire, whether for investment or sale, or working the same, any real or personal estate including land, mines, business, building, factories, mills, houses, cottages, shops, depots, warehouses, machinery, plant, stock in trade, mineral rights, concessions, privileges, licences, easement or interest in or with respect to any property whatsoever for the purpose of the Firm in consideration for a gross sum or rent or partly in one way and partly in the other or for any other consideration and to carry on business as proprietors of flats & buildings and to let on lease or otherwise apartments therein or to carry on the business of builders, contractors, dealers in and manufacturers prefabricated and precast houses, buildings and erections and materials in connection therewith or incidental thereto and to carry on any other business that is customarily, usually and conveniently carried on therewith, in partnership.

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

5. 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.

Any advance paid by the Fourth Party to the owners / vendors of the plot of land at Ghatsila, P.S.-Musabani, in the district of East Singhbhum, alongwith any incidental expenses incurred in connection with the said plot till 31.03.2018, will be treated as their initial contribution towards the capital in the firm. Such amount incurred shall be agreed upon among the partners mutually, and on the basis of submission of proof to the satisfaction of all partners.



18/4/18

T. Khowala
[Signature]

[Signature]

Known to me and sign before me

Advocate, Jamshedpur

JSE HIRMAN PRIVATE LTD.
[Signature]
Managing Director.

10. Bank Account:

- a) The bankers of the partnership shall be such Bank or Banks as the partners may agree 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 partners.
- b) 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.
- c) New Bank Account(s) can be opened with the consent of all partners.

11. Accounts and Accounting Year:

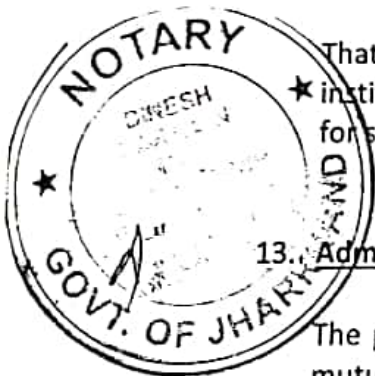
- a) The accounts of the firm's business shall be maintained at the office of the firm, regularly and in proper manner and they will have a right to inspect the same and take extracts there from, as they consider necessary.
- b) At the end of each accounting year which shall be closed on 31st March every year and statement of Profit & Loss Account a Balance sheet shall be drawn for the year.
- c) The annual accounts may, at the discretion of the partners be audited by a 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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T. Ishwala

Agreed

Prinatal Nagalia

Known to me and sign before me

Advocate Jamshedpur

14. Retirement of Partner:

- A. If any one of the partners is desirous of retiring from the business, he may, with two months prior written notice to other partner, do so, and in that event, the continuing partner may call upon any other to join as partner in the firm, or the partnership will be dissolved.
- a) The business of the firm and the firm shall not be dissolved but be carried on in the same name by the remaining partners;
 - b) The retiring partner shall not be eligible for any payment for goodwill;
 - c) The profit or loss upto the date of retirement shall be credited or debited to his account, either on the basis of account upto that date, if made by the partners, or pro-rata basis (period wise) accounting to the annual accounts of the year in which the retirement has taken place;
 - d) The credit balance standing in the account of the retiring partner shall be converted into a loan carrying interest @12% per annum and repayable within three months or such longer time as may be mutually agreed upon;
 - e) The retiring partner shall cease to have any right as a partner;
 - f) In the event of retirement, the ratio for sharing profit / loss of the remaining partners shall be determined by them.
- B. If the number of remaining partners is reduced to one, the business of the partnership firm shall not, as far as possible, be dissolved and be carried on by the partner not intending to retire. In that event he shall take over all assets and liabilities of the business and shall settle the account of the partner intending to retire and the provision of sub- Clause (A) shall mutatis mutandis apply.

15. Death or Insolvency of partner:

In the event of death and/or insolvency of any partner, the business shall not be dissolved. And the business shall be carried on by the remaining partners along with the legal heir of the deceased partner.



1850

T. Khowala

Answard

Praveen K. Nagaria

Known to me and sign before me

Advocate Jamshedpur

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JSB NIRMAN PRIVATE LTD.

Shashan Jankhyje
Managing Director

- b) In case the heir is unwilling to become a partner or is not available otherwise for this purpose, the share of the deceased in the profit or loss shall be divided between the then remaining partners in a mutually agreed ratio.
- c) The provisions applicable to retirement of partners shall mutatis mutandis apply in the event of death or insolvency of partners.

16. Conduct of Business:

- a) Every partner has a right to take part in the conduct of the business.
- b) Every partner shall have the right to express his opinion regarding the affairs of the partnership firm.
- c) Every partner has the right to act on behalf of the business.
- d) Every partner is bound to attend diligently to his duties.

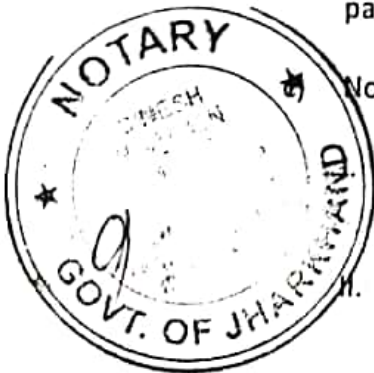
17. Good Faith:

- a) Each partner shall be just and faithful to the other and at all times give to each other full information and faithful explanation of all matters relating to the affairs of the partnership and afford every assistance in his power in carrying on the business to their mutual advantage.
- b) Any of the partners herein committing any breach shall indemnify the other partners against all losses, damages claims and expenses on account thereof.

No partner shall without the consent of the others:-

Lend any money or moneys of the firm to any person or persons to whom the other partner or partners have forbidden to trust;

Give any security or promise for the payment of the money on account of the firm otherwise than in the ordinary course of business;



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T. Khosla

(Signature)

(Signature)

Known to me and sign before me:

Advocate Jamshedpur

6. All the partners aforesaid 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:

- a) On the first Rs. 3,00,000/- of the book-profit, or in case of a loss. Rs. 1,50,000/- or at rate of 90 per cent of the book-profit, whichever is more.
- b) On the balance of the book-profit 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.

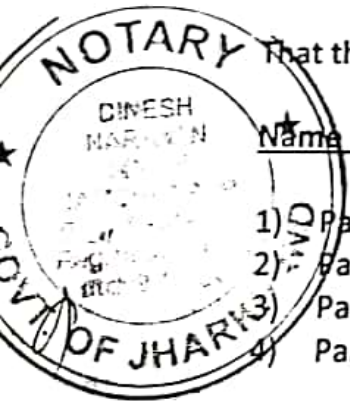
8. Drawings:

- a) The partners may make drawings from their respective capital from time to time.
- b) Any drawings from the capital account by the partners will be as per mutually decided by themselves.

9. Share in the Profit & Loss in the firm:

That the profits of the firm shall be shared between the partners as follows:

<u>Name of Partners</u>	<u>Share of Profit</u>
1) Party of the First Part	25.00%
2) Party of the Second Part	25.00%
3) Party of the Third Part	25.00%
4) Party of the Fourth Part	25.00%



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T. Khawala
[Signature]

[Signature]

Known to me and sign before me

Advocate, Jamshedpur

JSB NIRMAN PRIVATE LTD.
[Signature]
Managing Director.

- III. Enter into any bond or become bailer or surety for any person or persons or knowingly cause or suffer to be done anything whereby the partnership property may be endangered;
- IV. Mortgage or charge the properties of the firm;

18. Restriction on the Partners:

- a) No partner shall without the consent in writing of the other partners assign, mortgage, transfer or alienate in any other manner his share or interest in the partnership firm to an outsider.
- b) No partner shall without the consent in writing of the other partners employ money, goods or effects belonging to the partnership business or engage them in any manner except for the said firms benefit.
- c) The stock-in-trade, cash & bank balance and other properties of the partnership firm as well as that of the partners shall be in no way be liable for any personal debt or liability of any other partner.

19. Benami Representation and sub-partnership:

- a) Each partner declares that he is not benamidar of any other partner person;
- b) Any sub-partnership is prohibited except with the consent of all partners.

★20. Variation of Partnership Deed:

The conditions of the partnership deed may be varied by a written agreement of partners.

Other Matter:

All the Other Matter relating to the partnership shall be governed by provisions of the Indian Partnership Act, 1932.



1.8.20

T. Khosla

A. Khosla

Praveen Kumar

Known to me and sign before me

Advocate, Jamshedpur

22. Arbitration:

Any dispute or differences arising regarding interpretation of this Deed shall be referred to Arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996, since Amended. All proceedings either under the Arbitration Act or otherwise, shall be subject to the jurisdiction of the courts of Jamshedpur only.

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

WITNESS

1) Ashish Agarwal
Flat No. 162, Lifestyle Apartment
Bhutta Basti, Kadma,
Jamshedpur - 831005

2) M. K Agarwal
57, Air Base Colony
Kadma, JSR

3) Vishu Anand
Durgam Bari Road
Rusadih JSR

1) Govind Nagelia
(Govind Nagelia)
(Party of the First Part)

2) Anil Agarwal
(Anil Agarwal)
(Party of the Second Part)

3) T. Khowala
(Tara Khowala)
(Party of the Third Part)
JSB NIRMAN PRIVATE LTD.

4) Shashar Jukhije
Managing Director
(JSB Nirman Pvt. Ltd.)
(Party of the Fourth Part)



4) Dinesh Kumar Singh
Wishu Kauntia
dated 4/5/24/10
Grantam Navlatika Apartment
F-Road, Sonari
Jamshedpur - 831011

Witnessed the Signature of
Executants which Identity shown to me and sign before me
Sri. Dinesh Kumar Singh Advc
Notary Public, Jamshedpur

Dinesh Kumar Singh
NOTARY
JAMSHEDPUR