



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: f6dd3c5f6c4b047ccae7

Receipt Date: 25-May-2022 01:12:03 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Partnership

District Name: Dhanbad

Stamp Duty Paid By: RAJESH KUMAR AND OTHERS

Purpose of stamp duty paid: PARTNERSHIP DEED

First Party Name: HITECH CONSTRUCTIONS

Second Party Name: RAJESH KUMAR AND OTHERS

GRN Number: 2211378418

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

Angesh kumar Om Dockash Enverence



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। पुन: प्रिन्ट कर अथुवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय अभिजित्स र १९९ औं भारा 62 अन्तर्गत दण्डनीय अपराभ है।

RECONSTITUTED PARTNERSHIP DEED

That earlier a partnership deed was executed on 09/06/2020 amongst the five partner/land owner namely (1) Anita Singh (2) Rajesh Kumar (3) Chhaya Singh (4) Amendra Kumar Singh and (5) Om Prakash Srivastav in the name and style of HI-TECH CONSTRUCTIONS registered office situated at Karmik Nagar Saraidhela Dhanbad and Branch Office Near Royal Bazar Nowadih Dhanbad.

That, subsequently the two partners namely (1) Anita Singh & Chhaya Singh retired from the partnership firm namely **HI-TECH CONSTRUCTIONS** on 06.05.2022 for their person reason Date of retirement.

That, the rest three partners of the firm decided to continue the business of the partnership firm.

HENCE THIS RECONSTITUTED PARTNERSHIP DEED IS MADE ON 25th DAY OF MAY 2022 BY & BETWEEN THE REMAINING PARTNERS.

 Sri Rajesh Kumar S/o Ramuchit Prasad, by faith- Hindu, by caste-Sonar, by occupation-Business, resident of Qtr. No. C/250, Near Devi Mandir, Bhuli, P.S- Bank More, Dist- Dhanbad

....FIRST PART

 Sri Amrendra Kumar Singh S/o Lt. Basudeo Singh, by faith- Hindu, by caste Rajput, by occupation- Business, resident of Qtr. No. A/367, Bhuli Nagar, P.S- Bank More, Dist- Dhanbad

....SECOND PART

Sri Om Prakash Srivastva S/o Vijay Shankar Lal, by faith- Hindu, by caste- Kayastha, by occupation- Business, resident of Qtr. No. A/239, Bhuli Nagar, P.S- Bank More, Dist- Dhanbad

....THIRD/OTHER PART

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3.

AND all the collectively herein called and referred to as the continuing Partners of the Other Part.

1. The expression above parties hereinabove unless repugnant to the context or meaning their of shall include & always deem to have include their respective heir, executor, administrator, and/or permits assigns & all the parties hereinabove together shall be referred to as the partners.

That, the business of the partnership shall have effect of & from 06/05/2022 and at will.

That, the business of the partnership shall be carried on under name & style of **M/s HI-TECH CONSTRUCTIONS** as from the 25/05/2022 having its registered office at Karmik Nagar Dhanbad and Branch Office at Nawadih Near Royal Bazar, P.O- B. Polytechnic, P.S & Dist- Dhanbad (Jharkhand).

- 4. That, the partner's business of the firm shall be development of land & construction the multistoried building and sell out the flat of such building, and any other business as decide on mutual consent.
- 5. That, all the three parties shall be the working partners of the firm and they shall look after day to day business and they shall be contributed capital by all the partners and same shall be reflected in the books of account. The parties shall also get interest @ 12% per annum of their capital, interest may be changed on mutual consent of the partners.

That, all the three partners shall be working partners of the firm and they shall look after day to day business affairs of the firm.

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a. First Party	33.34%
b. Second Party	33.33%
c Third Party	33.33%

That, the net profit & loss after paying interest and salary to the partners shall be divided amongst the partners in the following ratio.

a.	First Party	33.34%
а.		

b. Second Party 33.33%

c. Third Party 33.33%

That, at the end of every 31st March an account of the partnership business shall be taken and profit/loss, if any shall be distributed amongst the partners according to their respective shares.

- 9. That, from the date of execution of this partnership deed all the partners open the A/c in the name of Partnership Firm.
- 10. That, the proper books of accounts shall be maintained and the partners shall be at liberty to check, inspect, copy out the same during the usual business hours.
- 11. That, the all parties shall be entitled to draw out of the partnership business any sum of sums of money as may be mutually agreed amongst the parties and such sums to be accounted for on each succeeding settlement of the account and division of the profits of the partnership and any excess of drawing found on each settlement shall be refunded.

7.

- That, the Bank Account or Accounts already opened or to be 12. opened hereafter shall be in the name of firm and shall be operated upon by both the parties hereto either jointly or severally or by their constituted attorney.
- That, it has been decided amongst the part partners that they shall have to open & close and operate Banking Account jointly 13. for above said work in the same of the firm and draw, endorse and negotiate cheques, bill of exchange and other negotiable instruments in the name of the firm and also to give valid discharge on payment received on behalf of the firm either from Government Department or other constants of the firm.
 - That, all the parties shall indemnify the firm for any loss caused to it by his fraud or lawful neglect in the ordinary conduct of the business of the firm.
- That, the firm shall indemnify all or any one of the partner in respect to payment made and liabilities caused by him/them on 15. behalf of the firm.
 - In the ordinary and proper conduct of business. i.
 - In doing such acts in any emergency for the purpose of protecting the firm from any loss, as would be done by ii. person of an ordinary prudence in his own case.
- That, the parties shall have power to:
 - Compromise, settle or relinquish any claim or portion of claim by the firm.

Submit tenders on behalf of the firm receive cheques in payment of bills and grant receipts therefore in Govt. Deptt. Page **4** of **7** of the Private Sectors.

16. a.

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17. That, if in the best interest of the firm, admission of a new partner be deemed advisable, the partners serve their rights by mutual agreement to admit one or more partner/partners in the firm on such terms and conditions as they may then be agreed mutually by the amongst the sitting partners and the incoming partner or partners.

That, during the continuance of this partnership no partner shall without the consent of the other partners.

- i. Enter into a bond or become surety for any persons in his respective capacity on behalf of the firm except in the ordinary course.
- ii. Withdraw any suit or proceeding to the firm to any outsider.
- iii. Admit any liability in a suit or proceeding to the firm to the outsider.
- iv. Land and money belonging to the firm to any outsider.
- v. Relinquish or compromising any claim or a portion of any claim by the firm.
- vi. Take a lease of or acuire immovable property on behalf of the firm.
- vii. Transfer immovable property belonging to the firm.
- viii. Acknowledge any debt due from the firm so as to extend the period of limitation for instituting legal proceeding against the firm.
- ix. Submit a dispute relating to the business of the firm to the arbitration.

That, in case of death of any partner or partners the partnership business shall not stand dissolved and the heir or heirs of the deceased partner/partners shall be deemed to the heirs of the pring 15 121 125 25 The find his high for and

deceased partner/partners on and from the date of death of such partner/partners and partnership shall stand reconstituted ipso facto.

20. That, in the event of any partner desiring to retire from the partnership business.

They shall give to other partners three month's notice in writing whereupon the proper and amicable adjustment and settlement of accounts may be made in presence of partners and the retiring partner.

- 21. That, the firm shall be dissolved with consent of all the partners for any reason whatsoever.
- 22. That, after dissolution of the firm the partners shall cause a full and accurate inventory to be prepared of the affairs of the partnership taking into account all the assets of the firm including good will and also al liabilities, if any.

That, at any time within 30 days of the taking of the decision by the partners to dissolve the partnership any partners or partners may elect to take the business of the firm including all assets, liabilities as well as goodwill at a value determined on the mutual consent of the partners and in such event he of they shall make payment to the other partners of their shares capital along with shares in the profit of the firm or the share of value and goodwill so determined on the mutual consent of the parties.

That, in all matters not specifically mentioned herein the relationship of the partners shall be govened by the provision of the Indian Partnership Act, 1932.

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That, all disputes and questions in connection with partnership of 25. this deed arising amongst the partners or between any one of them and the legal representatives of the other of others or between their respective legal representatives and whether during of after the partnership dispute shall be referred to the arbitration of two arbitrators one appointed by each party of this partnership deed and the decision of the arbitrators shall be final and binding on all the partners and their representatives.

WITNESSES WHEREOF THE PARTIES HERETO PUT THEIR RESPECTIVE SIGNATURE ON THIS DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :-

2.

3.

1. Signature of The First Party

2. Signature of the Second Party

3. Signature of the Third Party

