



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : fa9f5076e0b3cb3183ce

Receipt Date : 28-Jun-2022 03:03:40 pm

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Ranchi

Stamp Duty Paid By : ILIKA PROMOTERS AND DEVELOPERS
LLP

Purpose of stamp duty paid : PARTNERSHIP AGREEMENT

First Party Name : ILIKA PROMOTERS AND DEVELOPERS
LLP

Second Party Name : PANCHWATI PROMOTERS PVT LTD AND
OTHERS

GRN Number : 2211897041

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



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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।

ILIKA PROMOTERS & DEVELOPERS LLP

Dhansh Adhikari

For BHALOTIA AUTO PRODUCTS PVT. LTD.

Arun Kumar

Director

For, Panchwati Promoters Pvt. Ltd.

अलोक कुमार शर्मा

Director

Partner

RECONSTITUTION OF PARTNERSHIP DEED

THIS DEED OF RECONSTITUTION OF PARTNERSHIP is made and entered into at Ranchi on this the 28th June, 2022

AMONGST

1. **M/s ILIKA PROMOTERS & DEVELOPERS LLP**(PAN:**AAIFI5478C**, **LLPIN: ABB-5166**), a LLP incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at C/o Santosh Kumar Jain, Big Shop, Gel Church Complex, Ranchi, Jharkhand - 834001 represented by its Designated Partner, Sri Akash Adukia (hereinafter referred to as FIRST PART/LEAD PARTNER which expression shall, unless repugnant to the context include its successors and permitted assigns);
2. **M/s PANCHWATI PROMOTERS PVT. LTD.** (PAN : **AADCP5863C**) ,a Company incorporated under the Companies Act, 1956 and having its registered office at 401 'A' 4th Floor, Panchwati Plaza, Kutchery Road, P.S. Kotwali, Dist. Ranchi, Jharkhand -834001 , represented by its Director Sri Alok Kumar Sarawgi (hereinafter referred to as SECOND PART which expression shall , unless repugnant to the context include its successors and permitted assigns) ; and
3. **M/s BHALOTIA AUTO PRODUCTS PVT. LTD.** (PAN:**AAACB6680N**),a Company incorporated under the Companies Act, 1956and having its registered office at Muneshwari Bhawan Contractors Area, Bistupur, Jamshedpur , Jharkhand- 831001 represented by its Director Sri Abhishek Bhalotia (hereinafter referred to as THIRD PART which expression shall , unless repugnant to the context include its successors and permitted assigns) .

M/s Ilika Promoters & Developers, a Partnership Firm, M/s Panchwati Promoters P Ltd and M/s Bhalotia Auto Products P Ltd have formed a Partnership Firm named **Big Realtors JV** on 31.12.2020. The partnership firm was successful in getting allotment of plots in the Ranchi Smart City of the Ranchi Smart City Corporation Limited.

For BHALOTIA AUTO PRODUCTS PVT. LTD.

Amrinder Singh

Director

For, Panchwati Promoters Pvt. Ltd.

अलोक कुमार सरावगी
Director

ILIKA PROMOTERS & DEVELOPERS LLP

Akash Adukia

Partner

On being informed that since Ilika Promoters & Developers one of the partner in the Big Realtors JV, being a partnership firm cannot be a partner in another partnership firm not being a separate legal entity, hence Ilika Promoters & Developers have been converted into Limited Liability Partnership w.e.f 28.06.2022 with the same partners and same profit-sharing ratio.

Due to a change in the constitution of Ilika Promoters & Developers from partnership firm to Limited Liability Partnership, it became necessary to make an amendment in the earlier partnership deed with effect from 28th June 2022.

Now, therefore in consideration of the mutual covenants, terms and conditions and understandings as set forth herein, the Parties hereto agree as follows:

1. The name and style of this partnership shall be "**BIG REALTORSJV**" with the parties hereto as partners thereof and the business of the firm shall be located at **2A GEL Church Complex, Main Road, Ranchi-834001** in the district of Ranchi, Jharkhand State as the Head Office of the firm and/or at any other place or places with Ranchi as the principal place of business until otherwise decided by the parties hereto.
2. This reconstituted partnership has commenced and shall be deemed to have commenced on and from 28th June 2022 and the duration of this Partnership shall be AT WILL.
3. Any branch or branches may be opened at any place or places under such name or names as the parties hereto mutually agree upon from time to time.
4. The business of the partnership (hereinafter referred to as Firm) shall be purchase and sale of lands and immovable properties of all kinds and descriptions anywhere in India. The firm may engage itself in any other business also as may be mutually agreed upon amongst the Parties from time to time.

For BHALOTIA AUTO PRODUCTS PVT. LTD.

Ammy Bhasia

Director

For, Panchwati Promoters Pvt. Ltd.

अलोक कुमार शर्मा

Director

ILIKA PROMOTERS & DEVELOPERS LLP

Charan Adhikari

Partner

5. The capital required for the businesses of the firm shall be contributed and /or procured or arranged by the parties hereto from time to time in accordance with their mutual decision without reference to their share in the partnership.
6. The capital or any other amount invested by the PARTIES or any of them in and for the Partnership businesses shall not carry any interest. However, in case the Partners, mutually agree to charge interest on the capital or such other amounts, the rate of interest shall be 12% per annum or the limit fixed under the Income Tax Act, 1961, as prevailing at the relevant time. Such interest shall be simple interest which shall be calculated and credited to their respective account at the close of the accounting period. Such interest payment shall be business expenditure debitable to the Profit & Loss Account of the Firm before arriving at the divisible Profit/Loss.

Provided however that the parties hereto may by mutual consent increase or reduce the rate of interest or may not charge any interest in case of inadequacy of the total income of the partnership firm.

7. The PARTIES shall share the Profits and/ or Losses in and from the Partnership business as under:-
- a) M/s. ILIKA PROMOTERS & DEVELOPERS LLP (FIRST PARTY) 60%
- b) M/s. PANCHWATI PROMOTERS PVT. LTD. (SECOND PARTY) 20%
- c) M/s. BHALOTIA AUTO PRODUCTS PVT. LTD. (THIRD PARTY) 20%
8. The usual and necessary books of account for the partnership business shall be maintained and entries of all transactions relating to the business of the firm shall be made therein. The said books of account and all letters, papers and documents belonging to the firm shall be kept at the principal place of business of the firm or at such other place as may be decided by the parties hereto and shall at all times be open for inspection by any of the parties hereto.

For BHALOTIA AUTO PRODUCTS PVT. LTD.

Anurag Kumar

— Director

For, Panchwati Promoters Pvt. Ltd.

अनिल कुमार अटावती

Director

ILIKA PROMOTERS & DEVELOPERS LLP

Sham Adurki

Partner

9. The parties hereto may withdraw from time to time such sum or sums of money from the partnership and in such manner as may be agreed upon by them.
10. The Partnership firm shall keep and maintain its accounts according to the financial year. The accounts of the Partnership shall be made upto and adjusted on 31st March of every financial year during the continuance of the Partnership Firm.
11. The Managing Director or any other authorized representative of First Part, Second Part & Third Part will represent his company on the Firm and for all practical purposes he will be considered as the partner of this partnership.
12. The Designated Partner or any other authorized representative of First Part will represent his company on the Firm and for all practical purposes he will be considered as the partner of this partnership
13. The partnership business of the firm shall be managed and conducted by the Parties hereto with joint responsibility. Each of the party hereto shall in the conduct of the business of the firm act as constituted attorney of the other party hereto.
14. The Party of the First Part hereto will be entitled to change the constitution of its partnership by taking additional partner or partners in place of those retiring from the partnership or by reason of death or insolvency of any partner. But such change will be notified to the other Party hereto from time to time.
15. The expression Party of the First Part will therefore mean and include the partner or partners for the time being of that partnership. But no change in the constitution of the party of the First Part will affect the terms and conditions of this Deed.

For BHALOTIA AUTO PRODUCTS PVT. LTD.

Anurag Sharma

Director

For, Panchwati Promoters Pvt. Ltd.

अनुराग कुमार शर्मा
Director

ILIKA PROMOTERS & DEVELOPERS LLP

Sham Adurki

Partner

16. It is agreed that M/s. Ilika Promoters & Developers LLP through its partner Sri Akash Adukia shall be the LEAD PARTNER (Partner in charge) and will look after the day-to-day operation of partnership firm.

17. The Parties shall open in the name of the Firm one or more accounts either current, overdraft or cash credit with one or more banks as may be agreed upon by the Parties and the account or accounts will be operated under the signature of any of the parties hereto or by any other person if duly authorized by all the parties hereto in that behalf.

18. The firm is entitled to borrow money from banks or financial institutions or raise funds from the market for carrying on the business of the partnership firm on such Terms and conditions which are beneficial to the partnership firm after the partners unanimously agree to do so and the same shall be binding upon all the partners. However, no partner shall raise any loan in the name of the partnership for his/its personal use and in case he/it does so none shall be responsible for the repayments and interest thereon if any.

19. No person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his/its prior consent to act as Partner of the "**BIG REALTORS JV**".

The profit sharing ratio of the incoming partner will be decided as and when any person will come as a new partner in "**BIG REALTORS JV**".

20. The partnership will be a partnership at will and any of the Parties may retire from the Partnership by giving three months' prior notice in writing to the other partner of its intention to do so and the remaining partners shall continue to be partners of the firm. Such notice, however, will not be necessary if any of the Parties retires with the consent of the other Parties.

- 21.The insolvency or dissolution of the Party of the First Part. will not dissolve the Firm but such party will cease to be a partner hereof and shall be deemed to have retired from the Firm.
- 22.The insolvency or winding up of the Party of the Second Part or Third Part (voluntarily or by order of the Court) will not dissolve the Firm but such party will cease to be a partner hereof and shall be deemed to have retired from the Firm.
- 23.On retirement of any Party, the other Parties shall pay the amount found due to the retiring Party from the firm after the adjustment of his/its share of Profit or Loss in the partnership business upto the date of his/its retirement within a period of three months from the date of the retirement. No amount of goodwill shall be paid to the retiring partner. In case, the continuing Parties are unable to pay the same, and they may keep the money as a loan on the terms to be mutually agreed amongst them.
- 24.The firm may be dissolved by mutual consent. Any partner may give the other partner not less than two calendar months' notice in writing of his/its intention to determine the partnership and in such an event if the other partners desire to continue the business of the Firm, he will be entitled to do so and the notice of the dissolution so given by the partner will be considered as a notice of his retirement as per clause 20 above.
- 25.Each partner shall be just and faithful to the other and shall render true accounts and full information of all things concerning or affecting the firm to the other partner or his legal representative.
- 26.Each partner shall pay its separate and private debts and indemnify the other partner and partnership assets against all proceedings, claims or demands in respect thereof.

For BHALOTIA AUTO PRODUCTS PVT. LTD.

Anand Sharma

Director

For, Panchwati Promoters Pvt. Ltd.

अलोक कुमार शर्मा

Director

ILIKA PROMOTERS & DEVELOPERS LLP

akash Adulki

Partner

27.No partner shall without the consent of the other—

- (i) assign or mortgage its interest or share in the firm;
- (ii) Dispose of by way of loan, pledge, sale or otherwise, any part or whole of the partnership property.

28.All the matters which have not been specifically provided for herein will be guided and decided by the provisions of the Indian Partnership Act, 1932.

29.The parties hereto may by mutual consent add, alter, vary or modify any of the terms of the partnership business.

30.Nothing in this Deed shall be constrained to prevent or disable any party hereto to carry on any business in terms of it Memorandum of Association/ LLP Deed except the business of the partnership and no partner shall be entitled to have any right or concern with the other business and internal management of the other.

31.All the disputes or differences arising out of it and connected with the Partnership shall be referred to sole Arbitrator as the parties may mutually agree, in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996.

For BHALOTIA AUTO PRODUCTS PVT. LTD.

Anurag Kumar

Director

For, Panchwati Promoters Pvt. Ltd.

अनुराग कुमार मलिक

Director

ILIKA PROMOTERS & DEVELOPERS LLP

Charshika

Partner

IN WITNESS WHEREOF, the Parties hereto have executed these presents on the day, month and year hereinabove written.

Signed and Delivered
In the presence of:

ILIKA PROMOTERS & DEVELOPERS LLP

Charan Adarshi

Partner

Signature for and on behalf of the
Party of the First Part by its Partners

Nitesh Singh
1. NITESH KUMAR SINGH
S/o Late Pramod Singh,
Oberiya Road Halkia

For, Panchwati Promoters Pvt. Ltd.

अलोक कुमार सहाय
Director

2. *Sitesh Bhardwaj*
SITESH BHARDWAJ
S/O. S.K. Dubey
Batu Road, Panchi

Signature of the Second Party

For BHALOTIA AUTO PRODUCTS PVT. LTD.

Anurag Bhardwaj

Director

Signature of the Third Party