



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

**Receipt Number :** 15feb45996f0d18c41a5

**Receipt Date :** 20-Mar-2024 10:08:40 am

**Receipt Amount :** 100/-

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

**Document Type :** Partnership

**District Name :** EastSinghbhum

**Stamp Duty Paid By :** GANPATI PROMOTERS AND DEVELOPERS

**Purpose of stamp duty paid :** RECONSTITUTED DEED OF PARTNERSHIP

**First Party Name :** GANPATI PROMOTERS AND DEVELOPERS

**Second Party Name :** NA

**GRN Number :** 2401249894

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



known to me

L. K. Baidya  
Advocate  
No. 92040/10061  
8708095154



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 दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

*[Handwritten signatures and marks]*

*Shikha Modi*

*Ashwini*

*Kamlakar Mishra*

*2*

Known to me

L. K. Baharwal  
Advocate  
M.No. 9204013651  
8709095154

## RECONSTITUTED DEED OF PARTNERSHIP

THIS RECONSTITUTED DEED OF PARTNERSHIP IS MADE ON THIS THE 20TH DAY OF MARCH, 2024 AT JAMSHEDPUR;

### AMONGST :

**SHAILESH KUMAR MODI**, son of Shri Gobardhan Das Modi by faith Hindu, by nationality Indian, by occupation Business, resident of H.No. 179, A. Laxmi Bhawan, Rohini Road, Near Hanuman Mandir, Semariya, Deoghar, P.S. Jasidih, in town Jasidih, District Deoghar - State of Jharkhand, Pin Code - 814142, presently residing at Boston 6/2, Aastha Hi-Tech City, Sonari, P.O. & P.S. Sonari, town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin Code - 831011, hereinafter called the FIRST PARTNER/FIRST PARTY/CONTINUING PARTNER of the FIRST PART;

### A N D

**AVITOSH KUMAR PARIDA**, son of Shri Bhabagrahi Parida, by faith Hindu, by nationality Indian, by occupation Business, resident of E/488, A. Block, Sonari East, P.S. Sonari, in town Jamshedpur - District East Singhbhum, State of Jharkhand, Pin Code - 831011, hereinafter called the SECOND PARTY/ RETIRING PARTNER of the SECOND PART;

### A N D

**KAMLAKAR MISHRA**, son of Shri Ishta Narayan Mishra by faith Hindu, by nationality Indian, by occupation Business, resident of Flat No. A\5\P8, Kamdhenu Apartment, Block A, Marine Drive Road, Kadma, P.S. Kadma, in town Jamshedpur, District East Singhbhum,



*[Handwritten signatures in blue ink]*  
Aulandh  
Kamalan Feisho  
3  
Amit

KNOWN TO ME  
*[Handwritten signature]*  
L. K. B. ...  
M. No. 2844/2024/1631  
8709095154

State of Jharkhand, Pin Code - 831005 hereinafter called the THIRD PARTNER/THIRD PARTY/CONTINUING PARTNER of the THIRD PART;

AND

**BHABAGRAHI PARIDA**, son of Late U.N. Parida, by faith Hindu, by nationality Indian, by occupation Business, resident of E/488, A. Block, Sonari East, P.S. Sonari, in town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin Code - 831011, hereinafter called the FOURTH PARTNER/FOURTH PARTY/CONTINUING PARTNER of the FOURTH PART;

NATURE OF DEED: RECONSTITUTED DEED OF PARTNERSHIP

**WHEREAS** the first, second and the third parties hereto have started and/or carried on business of promoter and developer, real estate, all type of civil construction & fabrication in Partnership under the name and style of **GANPATI PROMOTERS & DEVELOPERS**, with effect from 15.01.2020 and registered their said partnership firm under the provisions of Indian Partnership Act, 1932 vide Certificate of Registration of Firm No. 309/2020 (issued under Application No. 4441 dated 02.09.2020) dated 20.10.2020 issued by Registrar of Firms, Jharkhand, Ranchi;

**AND WHEREAS** in the meantime said second party hereof namely Avitosh Kumar Parida because of his personal reasons has expressed his desire to retire from the said partnership firm by virtue of Letter dated 19.01.2024 and thereby also requested to assign his father namely Bhabagrahi Parida (i.e. the fourth partner hereof) as a *financing partner* in the partnership firm in his place to which all the parties hereto agreed;



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M.No. 9209033651  
8709095154

**AND WHEREAS** in view of the said retirement of Avitosh Kumar Parida (i.e. the second party hereof) and joining of the fourth party namely Bhabagrahi Parida it has been agreed between them that the said FIRST, THIRD & FOURTH party/partners will continue the business of the firm hereinafter collectively referred to as the "Continuing partners" and the Second party hereof namely Avitosh Kumar Parida hereinafter referred to as the RETIRING PARTNER to retire from the business of the firm with effect from 31.03.2024;

**AND WHEREAS** it has been further agreed that the retiring partner shall retire from all liabilities of the existing business of the Partnership but shall keep on protecting the interest of the firm and shall not have any rights, privileges and interest in respect of the goodwill, assets and customers of the firm and shall protect the continuing partners in smooth running of the business;

**AND WHEREAS** the retiring partner hereby further agreed not to do any act or deed which will harm the continuing partners in any way in smooth running of the business.

**AND WHEREAS** all the amounts lying in the capital account (including interest amount) of the second party/retiring partner namely Mr. Avitosh Kumar Parida will be transferred in the capital account of the fourth partner/continuing partner Mr. Bhabagrahi Parida and all those amounts will be treated as his capital investment in the firm;

**AND WHEREAS** the parties hereto of the FIRST, THIRD AND FOURTH PART have agreed to continue the business of the firm and are desirous of reducing the terms and conditions in writing and have voluntarily agreed to execute a proper Reconstituted Deed of



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L. K. Baidya  
Advocate  
M. No. 9204073651  
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partnership dealing with their right, title, interest, claim, investment, business policy, Banking operation, management and other affairs of the business and as to how the said business to be carried out in an efficient manner;

NOW THIS RECONSTITUTED DEED OF PARTNERSHIP INCLUDING ALL ITS TERMS AND CONDITIONS WITNESSETH AS FOLLOWS:

1. That the name and style of the business under which the partnership is being carried and/or shall be carried as **GANPATI PROMOTERS & DEVELOPERS**.

2. That the parties are and shall be deemed to be partners of the firm and business with effect from today 01.04.2024.

3. That the partnership shall be at WILL and shall continue with the mutual consent of the partners hereto until dissolve. The terms of the partnership may be modified, altered or added from time to time as may be mutually agreed upon.

4. That the new office of the partnership shall be at:

“Room No. 7, Second floor, “MEGHDEEP”, Holding No. 5, Line No. 2, S B Shop Area, Bistupur in town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin Code – 831001”

And the same may be shifted to any other place or places as may be agreed by the parties mutually. The parties may open any branch or branches of the firm in anywhere in India.

5. That the profit or losses of partnership shall be divided between and by all the parties in the following ratio:



*Dilip Kumar Singh*  
*Arunima*  
*Kamalakrishna*  
*6*  
*Aradhana*

Known to me  
  
 K. Bahadur Singh  
 Advocate  
 M.No. 924  
 870909984

FIRST PARTNER	.....	50%
THIRD PARTNER	.....	25%
FOURTH PARTNER	.....	25%

6. That all finance, including required capital, day to day expenses, other expenses, that may be incurred for carrying the business shall be invested and borne by the parties/partners as mutually agreed upon. The individual partner may invest capital in excess of his P.L Ratio in the business for which such partner or partners shall be entitled to get 'Interest on Capital' from the partnership firm.

Interest at the rate of 12% per annum or such lower rate as may be prescribed by Section (40b) of the Income Tax Act, 1956 or any amendment thereof which may be in force in the relevant financial year shall be payable to the partners on the capital standing to the credit of the Partners Capital Account of each partners at the close of the accounting year.





7. That the partners may be allowed withdrawals out of the partnership fund for such sums from time to time as may be mutually agreed upon and all such sums so withdrawn shall be debited to their respective capital account.

8. That all the Partners will actively manage and conduct the affairs of the firm and shall be entitled to remuneration as follows:

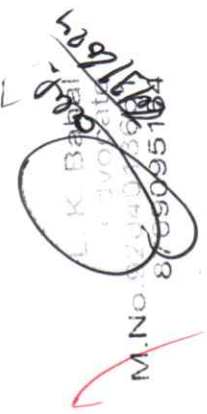
<u>Book Profit</u>	<u>Remuneration</u>
Up to Rs 300000/-	Rs 150000 or 90% of book profit whichever is more.
On Balance of Profit	60% of book profit.

The above remuneration should not exceed the limit prescribed u/s 40(b) of the Income Tax Act, 1961 including amendments from time



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 M.No. 22140/2006  
 8/05/05/11

to time. It has also been agreed by the partners to restrict or vary the total amount of remuneration or its distribution if mutually agreed by all the partners.

9. That the firm may open one or more bank account or accounts in any Nationalized or Non nationalized bank or banks in India and such account or accounts shall be operated by joint signatures of First partner and any one out of the third and fourth partner as decided by all the partners of the firm. The account may also be operated by any agent or attorney of the firm as decided by the partners and indicated in the instructions to the bank given by the firm from time to time.

10. That the business of the partnership shall be of promoter and developer, real estate, all type of civil construction & fabrication and/or any other business that may suit to them.

11. That all papers, documents of the business including tender, quotation, bills, vouchers, challans etc. shall be signed and placed by any partner for and on behalf of the firm.

12. That all employees, agents and workmen for the business shall be engaged by and dismissed with joint consent of the partners or any acting partner, through and for and on behalf of the firm.

13. That all the partners shall be fair and diligent for business and shall work best for the business and interest and benefit of the firm.

14. That all the partners jointly or severally shall collect all cheques, cash, drafts, and payments from all customers or any amount payable to the firm deposit such amount or amounts with the existing account or accounts of the firm.



*[Handwritten signatures: Anil Kumar Singh, Anurag, Kamalakar, Gishu]*

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M.No. 8709095154

15. That the firm shall maintain proper and regular account with all vouchers, receipts, sureties, papers etc. and such papers and documents shall be kept in the office of the partnership firm.

16. That the Books of account of the firm shall be maintained according to English financial year commencing from 1st. April and the Books of account shall be closed on the forth coming 31st. March and the balance sheet shall be prepared accordingly for the relevant financial year. Books of accounts shall be maintained at the office of the Partnership and each party shall have access there to inspection and taking necessary extracts there from.

17. That no partner shall singly raise any loan for the business of the said firm, nor shall do anything otherwise or adverse by which the firm may be involved in financial loss or damage or incident or implicate in any proceeding.

18. Each partner has entered into this partnership in the individual capacity and shall

- a) Carry on the business of the firm to the greatest common advantage.
- b) Be just and faithful to the other partners or their legal representative and
- c) Pay his separate and private debts relating to his separate business (es) and shall indemnify the other partners and the partnership assets against all proceedings, claims or demand in respect thereof.

19. That if any of the partners want to retire from the business he shall state his intention to do so by giving 60 days prior notice to the





*[Handwritten signatures: Dilip Kumar, Anamika, Kamalakar Mishra, and another signature]*

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existing partner/s. His/her account will be settled as per the balance outstanding in the capital account and after making necessary adjustment for profit/ losses which shall be due as on the date of his/their retirement.

20. The parties hereto are authorized to raise loans from banks or other financial institution with consent wherever deemed expedient for the purpose of the business and the said loan will be used only for the benefit of the firm and no such amount is to be used for personal benefits.

21. All notice required to be given to each partner have under, shall be deemed to be duly served if addressed to such partners at the office of the firm and sent by registered post.

22. That it is worth to mention here that said FOURTH PARTNER/FOURTH PARTY/CONTINUING PARTNER namely BHABAGRAHI PARIDA has joined this partnership firm only as financing partner and accordingly he will have no liability to act as a working partner in the said partnership firm.

23. That in the event of death of any partner the firm will not be dissolved but shall continue with the legal heirs of the deceased partner/s admitting his share in the said business.

24. That the firm upon dissolution may be wound up as per provisions of the partnership Act, time being in force or as may be amended from time to time.

25. That in case of any dispute between the partners either in connection with the interpretation of this deed or any matter connected with the partnership shall be referred to the arbitration



under " The Arbitration Act, 1996" then enforce and the decision shall be final and binding on all the partners.

26. That if in future the parties hereto will decide so, they may change/amend their "profit and loss sharing ratio" (defined in Para 5 of this deed) alongwith "interest on capital" (defined in Sub Para 6 of this deed) for any ongoing project and/or forth coming project as they will think fit and proper by executing separate document/s in this regard, which document/s will be treated as part of this indenture.

27. That all the terms and conditions of the partnership shall be governed in accordance with the terms and conditions laid down in the Indian Partnership Act, 1932.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS AND SIGNATURES ON THIS THE DAY, MONTH, YEAR AND PLACE FIRST MENTIONED ABOVE AT THE OUTSET.

WITNESSES:



Attested the Signature of the Executant/Executants who signed Put L.T.I. in my Presence of Sri. Advocate District Court, Jamsheedpur and also identified by him.

1. Mahan Kumar Jha  
S/o - Pradip Kumar Jha  
Shastri Nagar B. No. 4  
Chhatma JSR-5

*[Signature]*  
SIGNATURE OF THE FIRST PARTNER/FIRST PARTY/CONTINUING PARTNER.

2. Anand Kr. D. Datta  
S/o - Animesh Ch Datta  
Kusum Nagar, KADMA  
JSR-5

*[Signature]*  
SIGNATURE OF THE SECOND PARTY/RETIRING PARTNER.

*[Signature]*  
SIGNATURE OF THE THIRD PARTNER/THIRD PARTY/CONTINUING PARTNER.

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*[Signature]*  
Advocate  
M.No. 9204013651  
8709095154

*[Signature]*  
SIGNATURE OF THE FOURTH PARTNER/FOURTH PARTY/CONTINUING PARTNER