

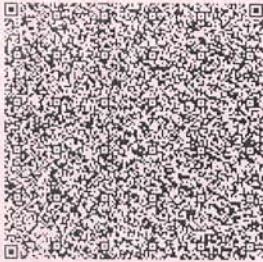


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Jharkhand

## e-Stamp

Certificate No. : IN-JH13311587588282Q  
 Certificate Issued Date : 18-Dec-2018 04:00 PM  
 Account Reference : SHCIL (FI)/ jhshcil01/ BISTUPUR/ JH-ES  
 Unique Doc. Reference : SUBIN-JHJHSHCIL0117556342041022Q  
 Purchased by : ESTAMP JAMSHEDPUR  
 Description of Document : Article 46 Partnership  
 Property Description : PARTNERSHIP DEED  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : KAMINI KAUSHAL CONSTRUCTION  
 Second Party : NA  
 Stamp Duty Paid By : KAMINI KAUSHAL CONSTRUCTION  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Pratibha Patil L.T.I.  
 in my presence  
 Advocate  
 Date: .....

*Kamini Kaushal*

.....Please write or type below this line.....

### RECONSTITUTED PARTNERSHIP DEED

This **RECONSTITUTED DEED OF PARTNERSHIP** is executed on **22<sup>nd</sup> Day of December, 2018** among:

- SHRI KAUSHAL KUMAR SINGH:** S/o Shri P.N.Singh, aged about 56 years, PAN: AIMPS9627D, Indian Inhabitant, by occupation business, presently residing at Block No. 16, C.H. Area, East Bistupur, Jamshedpur, Dist. East Singhbhum, Jharkhand PIN- 831001, hereinafter called and referred to as the "FIRST PARTY".

**TQ 0007825867**  
Continuing Partner

AND

*Sri-Singh*

Statutory Alert:

The authenticity of this Stamp Certificate should be verified at [www.shcilestamp.com](http://www.shcilestamp.com). Any discrepancy in the details on this Certificate and as displayed on the website renders it invalid.

The responsibility of checking the legitimacy is on the users of the certificate.

In case of any discrepancy please inform the Competent Authority.

  
(1)

Kamini Kaushal

  
(2)

(2)

Signed / Put L.I. in my presence  
22.12.18  
Advocate  
gate:.....

2) **SHRIMATI KAMINI KAUSHAL:** D/o Shri P.P. Singh , and W/o Shri K.K. Singh aged about 50 years, PAN: AHWPK4028R, Indian Inhabitant, by occupation business and housewife ,presently residing at Block No. 16, C.H. Area , East Bistupur , Jamshedpur, Dist . East Singhbhum , Jharkhand PIN- 831001,hereinafter called and referred to as the “SECOND PARTY”

**Continuing Partner**

**AND**

3) **MR. SUNDER SINGH:** S/o Kaushal Kumar Singh , aged about 24 years, PAN: ERVPS9317A, residing at Block No. 16, C.H. Area , East Bistupur , Jamshedpur, Dist . East Singhbhum , Jharkhand PIN- 831001, hereinafter called and referred to as the “THIRD PARTY”.

**Incoming Partner**

**WHEREAS** the parties no. 1& 2 have been carrying on Partnership business of Civil construction as Developer, Builder and Promoter and other Civil jobs under the name and style of M/s. “**KAMINI KAUSHAL CONSTRUCTION**” pursuant to the deed of partnership executed on 03.09.2002 .



**AND WHEREAS** the Party NO. 1 and Party No. 2 decided to introduce Party No. 3 to enter in partnership business with them and carry on the same business as Partners under the same name and style of M/s. “**KAMINI KAUSHAL CONSTRUCTION**” with effect from 22<sup>nd</sup> day of December , 2018.

**AND WHEREAS** the third Party hereof agreed to the proposal and Terms of the partnership, join the business as partner and from 22<sup>nd</sup> December ,2018.

**AND WHEREAS** the parties hereto, as to avoid all litigations or misunderstandings, if any among the parties in respect of the partnership business, have voluntarily agreed to execute a proper deed of 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 DEED OF PARTNERSHIP INCLUDING ALL ITS TERMS WITNESSETH AS FOLLOWS:-



  
  
  
(3)

1. This reconstituted Partnership Deed shall commence and deemed to have commenced partnership with effect from 22<sup>nd</sup> day of December , 2018 and the earlier partnership deed executed on 3<sup>rd</sup> day of September 2002 shall stand revoked and cancelled.

#### NAME & PLACE OF BUSINESS

2. (i) That the name and style of the business under which the partnership shall be carried on is M/S **"KAMINI KAUSHAL CONSTRUCTION"**.

- (ii) That the registered office of the firm shall at 13 , 2<sup>nd</sup> Floor, Kamani Centre , Bistupur , Jamshedpur- I , and it's Branch/ Site Office shall be at Dhanbad, it is decided that the firm may open one or more branch or branches for the smooth and expedient functioning of the business .

#### NATURE OF BUSINESS

3. That the parties will carry on the business of Civil Construction as Developer , Builder and Promoter and other Civil jobs , which may be agreed upon by partners by mutual consent.

#### COMMENCEMENT

4. That the parties shall be deemed to be partners of the said firm and business with effect from 22<sup>nd</sup> day of December, 2018.

#### DURATION

5. That the partnership shall be at WILL and shall continue with the mutual consent of all the parties until dissolved.

#### CAPITAL & PROFIT SHARING RATIO

6. (a) That the partners shall contribute and invest capital as per their convenience and requirement of the firm. All expenses and required finance for carrying the business shall be invested by the parties as per their Profit and Loss Ratio or the same may be raised from any financial institution, other parties or their self investment .

(4)

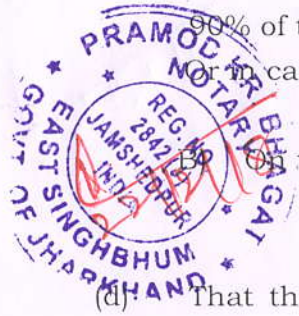
Kamini Kaushal  
Smt-Singh

(b) The individual Partner may invest capital in excess of his/her Profit And Loss Ratio in the business, for which such partner or partners shall be entitled to get "Interest on Capital" from the firm. The capital of the partners shall carry the simple interest @ 12% per annum or as may be mutually agreed upon.

(c) That all the partners shall be entitles to get salary/remuneration against his / her services, in the business and firm as per provision of Income Tax Act ,ore specifically defined U/s 40 (b) of the said act , on computation of Book Profit In their profit sharing ratio .

The remuneration payable to parties aforesaid shall be calculated at the percentage of the book profit for each accounting year in the following manner : -

A) On the first Rs. 3,00,000 of the book profit	Rs.1,50,000 or at the rate of
90% of the book profit	whichever is more
or in case of a Loss	
On the balance of the book profit	60% of the book Profit



(d) That the partners shall distribute the profit and bear the loss in the ratio herein below mentioned:

<u>Sl. No</u>	<u>Partner</u>	<u>Share in Profits and Losses</u>
i.	SHRI KAUSHAL KUMAR SINGH	33 $\frac{1}{3}$ %
ii.	SHRIMATI KAMINI KAUSHAL	33 $\frac{1}{3}$ %
iii.	MR. SUNDER SINGH	33 $\frac{1}{3}$ %

And shall be credited in their respective accounts at the end of the year, at the time of finalization of accounts.

**BANK ACCOUNT**

7. That the firm may open one or more account or accounts in any nationalized and Non - nationalized Bank or Banks in India, and such account or accounts of the firm shall be operated by partners jointly or severally.

(5)

~~Signature~~

Kamini Kaushal

Sri-Sri

### DUTIES AND MANAGEMENT

8. For the following given clause and formalities 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> party are responsible either jointly or severally :

- a. 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.
- b. That the 1<sup>st</sup> party Shri Kaushal Kumar Singh , will act as Managing Partner in respect of and/or for and on behalf of the firm and business of partnership.
- c. That all employees, agents and workmen for the business shall be engaged by and dismissed with joint consent of all the partners or anyone acting through for and on behalf of the firm.
- d. That all the partners shall be fair and diligent for the business and shall work best for the interest and benefit of the firm.
- e. That all the partners, jointly or severally, shall collect all cheques, cash, draft and payments from all customer/s or any amount payable to the firm by any party and will deposit such amount or amounts with the existing account or accounts of the firm.

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.

- g. That if any partner shall be desirous of selling his/her share in the partnership, he/she shall sell it to the other partner at a fair valuation.
- h. That the new partner or partners may be admitted in the Partnership, on the terms and conditions mutually agreed upon by the existing partners and also by the incoming partner or partners.

### BOOKS OF ACCOUNTS

9. That the books of account of the firm shall be maintained according to English Financial year commencing from 1<sup>st</sup> April and the books of account shall be closed on the forth coming 31<sup>st</sup> March and the balance sheet, shall be prepared for the relevant financial year.



**RETIREMENT**

10. (a) That if any of the partner wants to retire from the business he/she shall state his/her intention to do so by giving 30 days prior notice to the existing partner/party.

(b) 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 admitting his/her share in the said business.

**ARBITRATION**

11. In case any differences arising out of the business, the same may be settled by the parties mutually.

**PARTNERSHIP**

12. (i) That the firm upon dissolution may be wound up as per provisions of the partnership act, time being enforced or as may be amended from time to time.

(ii) That all the terms and conditions of the partnership business shall be governed according to the terms and conditions laid down in the Indian Partnership Act, 1932.

**IN WITNESSES WHERE OF** the parties /partners have hereunto set their respective hands today at Jamshedpur on 22<sup>nd</sup> December , 2018.

**WITNESSES**

✓ 1. *Mihir Kumar Singh*

✓ 2. *Ashok Kumar Singh*

**SIGNATURES**

✓ *[Signature]*  
PARTY NO. 1.

✓ *Kamini Kaushal*  
PARTY NO. 2.

✓ *Sri-Singh*  
PARTY NO. 3.

Attested the signatures of the Exec. Lant/E... contents, who signed/ Put L.T.I., in my Presence of Sri. *B.N. Singh* Advocate District Court, Jamshedpur and also Identified by him.

*[Signature]*  
22/12/18  
Pramod Kr. Bhagat  
NOTARY  
E.Singhbhum, JSR

Signed / Put L.T.I. in my presence  
*[Signature]*  
Advocate

✓ Date:.....

