

# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 73f0e01dd9b2d0212875

Receipt Date : 24-Jan-2022 02:03:55 pm

Receipt Amount : 10/-

Amount In Words : Ten Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : EastSinghbhum

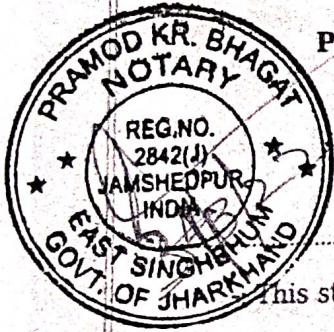
Stamp Duty Paid By : NIRMAN SAI

Purpose of stamp duty paid : AGREEMENT

First Party Name : NIRMAN SAI

Second Party Name : NA

GRN Number : 2209493410



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

Signed / Put L.T.1  
in my Presence  
Date: 23.1.22  
Advocate

### RECONSTITUTED DEED OF PARTNERSHIP

This deed of partnership is made to day the 31<sup>st</sup> day of March 2022



Cont..p/2

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

For NIRMAN SAI For NIRMAN SAI For NIRMAN SAI For NIRMAN SAI  
Partner's Partner's Partner's Partner's

-:2:-

**BETWEEN**

Signed / Put L.T. in my presence  
Date

1. **Shiv Kumar Bhakt**, Son of Shri Fulena Bhakt, by faith Hindu, by occupation Business, residing at Chandrawati Nagar, NH-33, Dimna, Mango, Jamshedpur, District: East Singhbhum hereinafter referred to as **FIRST PARTY**
2. **Shyam Singh**, Son of Late Tapeswar Singh, by faith Hindu, by occupation Business residing at Hillview Colony, Dimna, Mango, Jamshedpur, District: East Singhbhum hereinafter referred to as **SECOND PARTY**.
3. **Kamlakant Ojha**, Son of Late Muni Ojha, by faith Hindu, by occupation Business residing at Paras Nagar, Dimna Road, Mango, Jamshedpur, District: East Singhbhum hereinafter referred to as **THIRD PARTY**.

**AND**

4. **Satender Singh**, Son of Late K.P. Singh, by faith Hindu, by occupation Business residing at Road No.3, Sankosai, Dimna Road, Mango, Jamshedpur, District: East Singhbhum hereinafter referred to as **FOURTH PARTY/RETIRING PARTNER**.

The terms first, second, third and fourth parties shall wherever the context to request mean and include their respective heirs, legal representatives, administrators, executors and assigns) of the each Party.

Cont.p/3

For NIRMAL SAI

For NIRMAL SAI

For NIRMAL SAI

For NIRMAL SAI

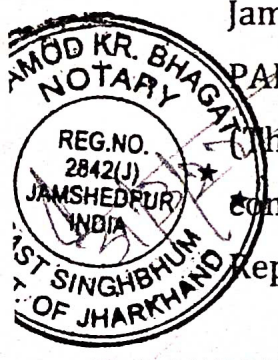
*[Signature]*  
Partner's

*[Signature]*  
Partner's

*[Signature]*  
Partner's

Partner's

*[Signature]*



Signed /  
in my  
presence  
Date . . . . .

**WITNESSETH AS FOLLOWS**

WHEREAS Originally the First, Second, Third & Fourth Parties were carrying on business of Real Estate Promoters & Developers under the name and style of **M/S. NIRMAN SAI** Jamshedpur by virtue of Deed of Partnership dated No. 6574/1061 Dated 16<sup>th</sup> December, 2015.

And whereas Shree. Satender Singh, the Fourth Party hereof due to his other engagements expressed his desire to retire from the said partnership with effect from **01.04.2022** and other partners have agreed to the Retiring Partner shall be paid the balance standing in his Capital Accounts on the date of Retirement as his full and final settlement and shall hereby assign, release and transfer all his share, right, title and interest in the said firm to the continuing partners and will not be liable for any debts and liabilities including tax liabilities of the said Firm from the date of his Retirement.

Whereas the Parties to this Indenture are now desirous to constitute the Partnership Firm on the following terms & conditions:

**1. EFFECTIVE DATE**

That the Reconstituted Partnership shall always be deemed to have commenced from the 1st day of April 2022 for all intents and purposes.

**2. NAME & STYLE**

The partnership shall continue to be carried on in the name and style of **M/S NIRMAN SAI.**

**Cont..p/4**

For NIRMAN SAI

For NIRMAN SAI

For NIRMAN SAI

For NIRMAN SAI

Partner's

Partner's

Partner's

Partner's



*[Handwritten signature]*

Signed / Put L.T. in my Presence  
Advocate  
Date

-:4:-

**3. PLACE OF BUSINESS**

The Principal place of the partnership business shall continue to be situated at Shop No. 3&4, Sai Residency, Baliguma, Dimna, P.O & P.S-MGM, Mango, Jamshedpur, District: East Singhbhum Pin Code-831018 or at such other place or places, as shall be agreed to by the partners from time to time.

**4. BUSINESS ACTIVITY**

The parties here to have mutually agreed to carry on primarily the business of Real Estate Promoters & Developers but the nature of the business may be extended, altered or added to as may be mutually agreed upon between the partners hereof from time to time.

**5. DURATION OF PARTNERSHIP**

The duration of the partnership will be at will.

**6. CAPITAL OF THE FIRM**

That the Capital has been contributed by the partners hereof as recorded in the Books of Account maintained by the firm. Further Capital as and when required, the same may be contributed by the partners hereof according to their shareholding or the same may be raised in form of loan from Market, Banks & Financial Institutions. The Partners may be permitted withdrawals from the firm time to time in sums as may be mutually agreed and any amount so withdrawn by any partner for his personal expenses shall be debited to his personal account.

Cont...p/5

For NIRMANS SAI

For NIRMANS SAI

For NIRMANS SAI

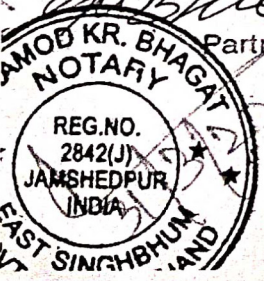
For NIRMANS SAI

*[Signature]*  
Partner's

*[Signature]*  
Partner's

*[Signature]*  
Partner's

*[Signature]*  
Partner's



*[Signature]*

Put L.T. in presence of my Advocate  
Date: .....

**7. PROFIT SHARING RATIO**

The profit or loss of the firm shall be shared among the partners and transferred to Partner's Capital account in the following Ratio.

- 1. Shiv Kumar Bhakt-- 33.33%  
(The First Party hereof)
- 2. Shyam Singh -- 33.33%  
(The Second Party hereof)
- 3. Kamlakant Ojha -- 33.33%  
(The Third Party hereof)

**8. MANAGEMENT**

All the Partners of the firm shall be active partners and will look after all the day to day activities of the firm and shall be paid salary in the Profit sharing ratio of the eligible sum derived u/s 40(b) of the Income Tax Act,1961. The remuneration so computed shall be worked out and credited in the books of account, at the close of the accounting year period. The firm may authorize any partner on behalf of the firm to sign all agreements & contracts, to submit tenders, to submit bills, to receive payments thereof and do all such acts, deeds and things as may be deemed necessary in that connection to which all the partners shall be jointly and severally liable to.

Cont..p/6

For NIRMAL SAI

*[Signature]*  
Partner's

For NIRMAL SAI

*[Signature]*  
Partner's

For NIRMAL SAI

Partner's

For NIRMAL SAI

*[Signature]*  
Partner's

Partner's

*[Signature]*



Signed / Put L.T. in my presence  
Advocate  
Date: .....

**9. INTEREST ON CAPITAL**

That the Partners shall be allowed interest on their capital at the rate of 12% per annum or any other percentage as allowed under the Income Tax Act,1961.

**10. OPERATION OF BANK ACCOUNTS**

The Bank Account already opened or to be opened in the name of the firm at one or more banks, the same shall be operated jointly by any two partners or as by any other mode as declared from time to time to the Bank under the signature of all the partners.

**11. BORROWING**

The written consent of all Partners will be required for the partnership to avail credit facilities from any financial institution.

**12. ACCOUNTS**

The firms shall regularly maintain in the ordinary course of business, true and correct accounts of all its transactions and also of all its assets and liabilities, the property books of account, which shall ordinarily be kept at the firm's place of business. The accounting year shall be the financial year from 1<sup>st</sup> April onwards and the balance sheet shall be properly audited and the same shall be signed by all the Partners. Every Partner shall have access to the books of the firm at all times and shall be entitled to make such copies or extract there from as he may deem fit.

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For NIRMAN SAI

For NIRMAN SAI

For NIRMAN SAI

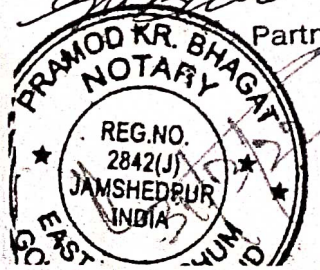
For NIRMAN SAI

*[Signature]*  
Partner's

*Kamla Kant Gna*  
Partner's

*[Signature]*  
Partner's

*Satish Singh*  
Partner's



*[Signature]*

Signed Presence  
Date: 12/12/2019  
[Signature]

13. DUTIES

- (a) Each partner shall-
  - (i) Be just and faithful to other partners in the transactions relating to Partnership business;
  - (ii) Pay his separate debts and indemnify the other partners and assets of the firm against the same and all other proceedings, costs, claims or demands in respect thereof;
  - (iii) Give full information and truthful explanations of all matters relating to the affairs of the partnership to ail the partners at all times.

No partner shall without the consent of the other partners-

- (i) Engage in any other business directly or indirectly.
- (ii) Lend money or give credit of the goods of the firm to whom the other partners have previously forbidden him to trust.
- (iii) Mortgage, charge or assign his share in the assets or profits of the firm.
- (iv) Draw, accept or indorse any bill of exchange or promissory note On account of the firm.
- (iv) Engage, remove or dismiss any apprentice, employee or agent of the firm.
- (vi) Give any security or promise for the payment of money on account of the firm except in the ordinary course of business.

For NIRMAL SAI

[Signature]  
Partner's

For NIRMAL SAI

Partner's

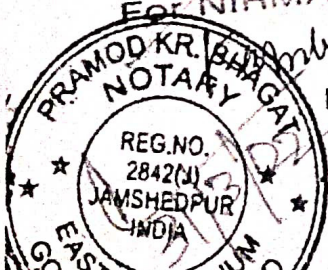
For NIRMAL SAI

[Signature]  
Partner's

Cont..p/8

For NIRMAL SAI

[Signature]  
Partner's



Put L.T. in presence of my Advocate

**14. RETIREMENT**

If any partner shall at anytime during the subsistence of the partnership be desirous of retiring from the firm, it shall be competent from his to do so, provided he shall give at least three calendar month notice of his intention of doing so. In such an event, an account shall be drawn up to the date of retirement and the dues of the retiring partner shall be paid within three months from the date of his retirement. The firm can admit any new partner or partners with the mutual consent of all the partners in writing.

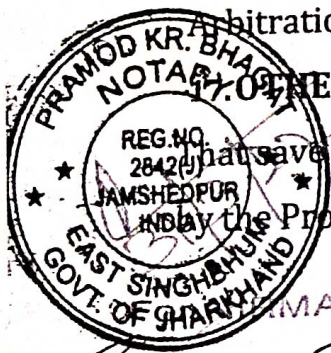
**15. DEATH OF PARTNER**

In the event of the death of any partners, one of the legal representatives of the deceased partner shall become the partner of the firm in the rights and obligations of the deceased partner and in the event the legal representative show their denial to join the firm, they shall be paid the balance as arrived in the case of retirement in clause 12 of this deed.

**16. ARBITRATION**

Whenever there by any difference of opinion or any dispute between the partners the partners shall refer the same to an arbitration of one person. The decision of the arbitration so nominated shall be final and binding on all partners, such arbitration proceedings shall be governed by Indian Arbitration Act, which is in force.

Notwithstanding as herein provided, the partnership shall be governed in all respects by the provisions of the Indian Partnership Act, 1932.



17. OTHERS

Cont..p/9

*[Signature]*  
Partner's

For NIRMAL SAI  
*[Signature]*  
Partner's

For NIRMAL SAI  
*[Signature]*  
Partner's

For NIRMAL SAI  
*[Signature]*  
Partner's

*[Signature]*



Put L.T.I.  
Signed  
Presence  
in my  
Advocate

In witness whereof, we the First, Second, Third & Fourth Party to this deed of partnership hereof set out respective hands on this Day, Month and the Year abovementioned in presence of:

**PART NAME**

**SIGNATURE**

✓ 1. (Shiv Kumar Bhakt)  
(first Party)

For NIRMAL SAI  
✓ *[Signature]*  
Partner's

✓ 2. (Shyam Singh)  
(Second Party)

For NIRMAL SAI  
✓ *[Signature]*  
Partner's  
For NIRMAL SAI  
✓ *[Signature]*

✓ 3. (Kamlakant Ojha)  
(Third Party)

Partner's

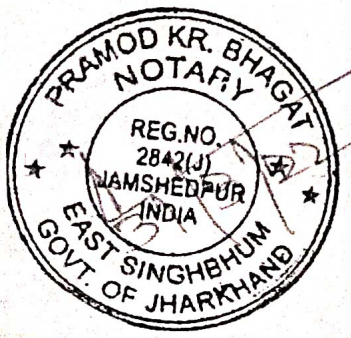
✓ 4. (Satender Singh)  
(Fourth Party/Retiring Partner)

For NIRMAL SAI  
✓ *[Signature]*  
Partner's

✓ WITNESS ONE

WITNESS TWO

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



*[Signature]*  
31/12/22  
Pramod Kr. Bhagat  
NOTARY  
E. Singhbhum, JSP