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TV 120



सत्यमेव जयते

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Government of Jharkhand

e-Stamp

Certificate No.	: IN-JH06947277865614Q
Certificate Issued Date	: 02-Apr-2018 10:28 AM
Account Reference	: SHCIL (FI) Jhshcil01/ BISTUPUR/ JH-ES
Unique Doc. Reference	: SUBIN-JHJHSHCIL0112645929269472Q
Purchased by	: SUFI REALCON
Description of Document	: Article 46 Partnership
Property Description	: RECONSTITUTION OF PARTNERSHIP DEED
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SUFI REALCON
Second Party	: NA
Stamp Duty Paid By	: SUFI REALCON
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

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



Shambhu Prasad

Prasad Akhtar

Jitendra Kumar

Prasad Akhtar

9/4/18

TQ 0002193625

Statutory Alert:

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Shamsher Khan
9/4/18

Firoz Akhtar
9/4/18

Shamsher Khan
9/4/18



Shamsher Khan
9/4/18



Sheep Kamat Dagit
Advocate

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9/14



Firoz Akhtar
9/4/18



Sheep Kamat Dagit
Advocate

Shamsher Khan
9/4/18

Firoz Akhtar
9/4/18

Shamsher Khan
9/4/18

Firoz Akhtar
9/4/18

9/4/18

1. श्री अर्जीव दाता: भारतीय गणराज्य-उत्तरप्रदेश
बिहार, 1000 की अनुसूची
10, हा. 10... के अर्जीव
राज्य-उत्तरप्रदेश के राज्य-उत्तरप्रदेश
जिस पर गणराज्य-उत्तरप्रदेश के अर्जीव

RE-CONSTITUTED DEED OF PARTNERSHIP

THIS RE-CONSTITUTED DEED OF PARTNERSHIP MADE AT JAMSHEDPUR,
ON THIS THE 9th DAY OF APRIL' 2018, BETWEEN:

Muhammad
9/4/18

SHAMSHER KHAN, son of Mohammad Sikander Khan, by faith Muslim, by occupation Business, Nationality Indian, resident of House No.12, Road No.12, Azadnagar, P.S. Mango, Town Jamshedpur, District Singhbhum East, State of Jharkhand, hereinafter referred to as the **FIRST PARTY/Continuing Partner** of the **FIRST PART**, (PAN - DFPPK4747R and UID No.5876 9642 4295);

Sheep Kamat Dagit
DD 2000
9/4/18

A N D

2) FIROZ AKHTAR, son of Nasim Akhtar, by faith Muslim, by occupation Business, Nationality Indian, resident of Bandhugora, Kopali, behind Al-Kabir Polytechnic, P.S. Chandil, District Seraikella-Kharsawan, State of Jharkhand, hereinafter referred to as the **SECOND PARTY/ Continuing Partner** of the **SECOND PART**, (PAN - BSXPA0645R and UID No.2671 4629 1349);

Sheep Kamat Dagit
9/4/18



Mid Akhlaq



Deepal Kumar Dagit
Advocate



Amir Zai



Deepal Kumar Dagit
Advocate

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A N D

Shamsher Khan

Amir Akhtar

Mid Akhlaq

Amir Zai

9-4-18

3) MOHAMMAD AKHLAQUE, son of Late Razzaque, by faith Muslim, by by occupation Business, Nationality Indian, resident of House No.4, Cross Road No.7/C, Mustafa Kholi, Zakirnagar, P.O. & P.S. Azadnagar, Mango, Town Jamshedpur, District Singhbhum East, State of Jharkhand, hereinafter referred to as the THIRD PARTY/ Continuing Partner of the THIRD PART, (PAN - ALSPA2582N and UID No.6476 2114 7257);

A N D

4) TAUQEED AKHTAR SURI ZAI, son of Late A. S. Suri Zai, by faith Muslim, by occupation Business, Nationality Indian, at present residing at Flat No.24, "B" Block, Hindustan Tower, Old Purulia Road, P.O. & P.S. Azadnagar, Mango, Town Jamshedpur, District Singhbhum East, State of Jharkhand, hereinafter referred to as the FOURTH PARTY/ Outgoing Partner of the FOURTH PART, (PAN - AOZPS9891J and UID No.2650 8036 4493);

Shamsher Khan

Firoz Akhtar

Mohammad Akhlaque

Fauzi Zai

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NATURE OF DEED : RE-CONSTITUTED DEED OF PARTNERSHIP

WHEREAS, by the execution of a Registered Reconstituted Deed of Partnership, vide Deed No.IV-14, Sl. No.139, dated 11th day of January, 2018, registered at District Sub-Registry Office, Jamshedpur, the parties of the **first part to fourth part** had running a Partnership Firm under the name & style "**SUFI REALCON**", with the principal place of business at Flat No.24, "B" Block, Hindustan Tower, Old Purulia Road, P.O. & P.S. Azadnagar, Mango, Town Jamshedpur, District Singhbhum East, State of Jharkhand, w.e.f. 11th day of January, 2018 and so far the said parties have been carrying on the business as intended under the name & style of the said firm and the said partnership was a Partnership at Will;

AND WHEREAS, the parties of the **fourth part Tauqeed Akhtar Suri Zai**, for some time in the past, finding it extremely difficult and inconvenient to invest requisite time for his partnership business due to his other engagements and several other personal commitments and necessities and as such the parties of the **fourth part Tauqeed Akhtar Suri Zai**, proposed to retire from the said partnership "**SUFI REALCON**" and voluntarily expressed his such intentions through individual notice addressed to the office of the partnership, the partnership being a Partnership at Will and after the expiry of the prescribed period, his such notice not being withdrawn, his such resignation from the partnership have been accepted by the partnership firm;

AND WHEREAS, with the resignation/ retirement of the parties of the **fourth part** above referred, the partnership firm shall not dissolve instead shall continue and the parties of the **first part Shamsher Khan, second part Firoz Akhtar and third part Mr. Mohammad Akhlaque**, intends to continue the partnership business so commenced between the partners;

AND WHEREAS, all the accounts of the out going partner i.e. parties of the **fourth part Tauqeed Akhtar Suri Zai**, have been settled at rest and all his dues have

Shamsher Khan

Aro3 Akhtar

D.D. Akhtar

Amir Saif

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been paid and cleared off by the partnership and which have been duly accepted by the **out going partner Tauqeed Akhtar Suri Zal**. All the assets belonging to the firm "**SUFI REALCON**" shall remain the assets of the firm and the **out going partner Tauqeed Akhtar Suri Zal** does not have any claim of right, title, interest and possession and further in future undertakes not to claim any right over the assets of the firm.

AND WHEREAS, the partnership firm "**SUFI REALCON**" shall on and from the date of execution of this Deed continue to be a firm between the parties of the **first part, second part and third part**.

AND WHEREAS, the parties of the **first part, second part and third part** hereto are desirous of recording terms and conditions on which they have agreed to carry on business in partnership in the firm of "**SUFI REALCON**", with the principal place of business and office at Flat No.24, "B" Block, Hindustan Tower, Old Purulia Road, P.O. & P.S. Azadnagar, Mango, Town Jamshedpur, District Singhbhum East, State of Jharkhand.

NOW THIS DEED WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO that they have become parties upon the terms and conditions recorded herein namely:-

- 1) That partnership firm shall carry the business in all areas of business and commence.
- 2) That the Principal place and office of the business of the partnership shall be situated at Flat No.24, "B" Block, Hindustan Tower, Old Purulia Road, P.O. & P.S. Azadnagar, Mango, Town Jamshedpur, District Singhbhum East, State of Jharkhand
- 3) The duration of the partnership shall be at WILL determinable by One calendar month previous notice in writing by any partner to the other partner.

Shamsher Khan

Firoz Akhtar

Mohd. Akhlaq

Amir Zeb

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- 4) The death or retirement or expulsion or insolvency of any partner shall not dissolve the partnership as to the other partners.
- 5) The partnership shall be carried on in the name and style of "SUFi REALCON" and the main line of business of the partnership shall be to continue to act as Civil Construction, Construction of Flats, Real Estate, working as Promoters & Developers of land, Building & Plots etc.. and such other business as the partners may decide from time to time. The partnership firm may embark upon any other line or lines of business by mutual consent of the parties hereof from time to time.
- 6) The parties hereto shall contribute from time to time such amounts by way of capital as may be deemed necessary or expedient for efficiently carrying on business of the partnership, in proportion to their profit sharing ratios mentioned in clause 7.
- 7) It is agreed by and between the parties hereto that all the partners shall be the working partner and shall devote their time and attention for the conduct of the affairs of the partnership. It is further agreed by and between the parties that all the parties shall be solely authorized to represent the firm, execute all documents and bind the firm by all their actions.
- 8) The net profits of the partnership firm as per the accounts maintained by the partnership after deduction of all expenses of the partnership including but without limitation to rent, salaries and other establishment expenses as well as interest including interest in accordance with this deed of partnership or any supplementary deed as may be executed by the partners shall be divided among the partners in the following shares and proportions:
- | | |
|---|----------|
| 1 st Partner- SHAMSHER KHAN | : 33.33% |
| 2 nd Partner- FIROZ AKHTAR | : 33.33% |
| 3 rd Partner - MOHAMMAD AKHLAQUE | : 33.33% |

Shamsher Khan

Riaz Akhtar

J. H. Khan

Amir Zaid

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The loss of the partnership firm, if any, including loss of capital suffered in any year shall be apportioned in the above ratio.

- 9) The books of account of the firm shall be from 1st April of the relevant year and shall be closed on 31st March of the following year and a trading, profit and loss A/c., balance Sheet shall prepared for the relevant financial year and copies of such final accounts shall be given to each partner.
- 10) The Banking account of the partnership business/firm shall be open in any Nationalized Bank or in any Private as may be required and decided by all the partners, provided all the bank accounts shall be operated by **any two partners with seal**, on behalf of the partnership firm.
- 11) The taxes, duties, repairs, installation, expenses and outgoings in respect of the partnership business shall be paid out of partnership fund.
- 12) That the partnership shall be deemed to be continuing on the admission of fresh partner/partners provided it is as per terms and conditions of this partnership deed and is approved by all the partners. The partnership created hereby is partnership at will.
- 13) That all the partners shall be just fair and faithful to each other and shall diligently put their efforts with sincerity for the best interest and prosperity of the business.
- 14) All the matters relating to the business shall be decided by mutual consent of both the partners.
- 15) That in case of dispute arising between the partners relating to the affairs of the business, the dispute shall be referred to Arbitrator appointed mutually by the partners and shall be according to Indian Arbitration Act.

Shamsher Khan

Prof. Akhtar

M.H. Akhtar

Amir Beg

24.10

16) That all the partners have entered into this Partnership business in their own will without any fraud, coercion, mis-representation or undue influence from any body and all the terms and conditions of the business shall be governed according to the provisions of Indian Partnership Act for which provisions have not been laid down by the parties.

17) That the partnership shall not dissolve by the death of any of the partners, but the same may be continue with the legal heir or the nominee of the deceased admitted to the partnership in the rights and liabilities of the deceased.

18) That any of the partners of this firm could not take any loan from the Bank, Co-operative Society, Private Bank etc. personally in any manner, if so, he will be taken, action by the other partners, but the firm may take loan from any financial institution or person as per requirement of the firm.

19) That in all matters the court of **Jamshedpur** shall have alone be its Jurisdiction.

20) The terms first party, second party and third party used in this deed of partnership shall mean and include their respective legal heirs, successors etc. unless the same are repugnant to the context.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands on the Deed on the day, month and year first hereinabove written.

Read over and explained the contents of this Deed to the executants and they have admitted all the contents to be true and correct.

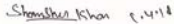
24.10
Advocate

WITNESSES:

1. 

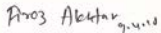
2. 

SIGNATURE OF THE PARTIES



SHAMSHER KHAN

First party and Continuing Partner



FIROZ AKHTAR

Second party and Continuing Partner



MOHAMMAD AKHLAQUE

Third party and Continuing Partner



TAUQEED AKHTAR SURI ZAI

Fourth party and Outgoing Partner

Shamsher Jethan

Puro3 Akhtar

Mohd. Aslam

Amir Gaur

Typed by:

Amir Gaur
Jsr. Court.

Drafted by:

Amir Gaur
Advocate 7-4-18

Certified that the fingerprints of the left hand of each person, whose photograph is affixed in the document, have been obtained by me or before me.

[A long, thin, wavy vertical line, likely a signature or a placeholder for a signature.]

Amir Gaur
Advocate 7-4-18