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Property Description

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SUBIN-CGCGSHCIL0122379567204994S

RAMLOCHAN KASHYAP

Article 46 Partnership

FOR PARTNERSHIP DEED

0

(Zero)

SHRI SAI BUILDCON

SOHIL AGRAWAL S O NAND KISHOR AGRAWAL

SOHIL AGRAWAL S O NAND KISHOR AGRAWAL

5,000

(Five Thousand only)







DEED OF RECONSTITUTION OF PARTNERSHIP

THIS INDENTURE made on 09th day of July, in the year 2020. BETWEEN

1. Mr. SOHIL AGRAWAL, S/O of Mr. NANDKISHOR AGRAWAL, aged bout 30 years, Residing at A-1 PARIJAT EXTENSION, NEHRU NAGAR BILASPUR

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Shri Sai Buildcon

Partner

CHHATTISGARH, hereinafter referred to as the "Party of the First Part referred to as continuing partners"

- 2. Mr. HARPAL CHHABDA, S/O of Mr. KISHAN CHAND CHHABDA, aged about 43 years, Residing at H.N. 133, LAL BAHADUR SHASTRI WARD, WARD NO 7, NAGAR PANCHAYAT, BODRI, BILASPUR CHHATTISGARH, hereinafter referred to as the "Party of the Second Part referred to as new partner",
- 3. Mr. ISHWAR PRASAD YADAV, S/O of Mr. RAM GOPAL YADAV, aged about 44 years, Residing at GHURU, POST- TIFRA GHURU, BILASPUR CHHATTISGARH, hereinafter referred to as the "Party of the Third Part referred to as new partner",
 - 4. Mr. VIJAY AGRAWAL, S/O of Mr. L.R. AGRAWAL, aged about 46 years, Residing at B-4,R-5 JAIN MANDIR MARG, KRANTI NAGAR, BILASPUR CHHATTISGARH, hereinafter referred to as the "Party of the Fourth Part party hereinafter referred to as Retiring Partner",
 - 5. Mr. YASHWANT MISHRA, S/O of Mr. GHANSHYAM PRASAD MISHRA, aged about 32 years, Residing at HOUSE NO 63, WARD 1, SARDAR VALLABH BHAI PATEL, BODARI BILASPUR, CHHATTISGARH hereinafter referred to as the "Party of the Fifth Part party hereinafter referred to as Retiring Partner",

AND

WHEREAS the above mentioned party carrying on business of plotting of land in partnership in name of "M/s SHRI SAI BUILDCON" and the firm is carrying on the siness since the day of 27th Aug 2019.

AND

WHEREAS the said Mr. YASHWANT MISHRA, S/O of Mr. GHANSHYAM PRASAD MISHRA, has been retired from the partnership w.e.f 09-07-2020 after taking his entire share in the firm profit, capital and interest thereon and relinquished his entire claim relating to the said partnership.

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WHEREAS the said Mr. VIJAY AGRAWAL, S/O of Mr. L.R. AGRAWAL, has been retired from the partnership w.e.f 09-07-2020 after taking his entire share in the firm profit, capital and interest thereon and relinquished his entire claim relating to the said partnership.

AND

WHEREAS the said Mr. HARPAL CHHABDA, S/O of Mr. KISHAN CHAND CHHABDA, has been admitted in the partnership w.e.f 09-07-2020. From the date hereof, the said new partner shall be a partner with the partners subject to the terms and conditions of the said partnership deed except in so far as the same are varied by this agreement.

AND

WHEREAS the said Mr. ISHWAR PRASAD YADAV, S/O of Mr. RAM GOPAL YADAV, has been admitted in the partnership w.e.f 09-07-2020. From the date hereof, the said new partner shall be a partner with the partners subject to the terms and conditions of the said partnership deed except in so far as the same are varied by this agreement.

WHEREAS the existing partner (party no.1) have changed the constitution of firm w.e.f. 09-07-2020 after retiring two partner and admitting two partner also nullified to original deed and revised deed executed by them before the date 09-07-2020.

And

Principal place of Business has been change from S-9, 3rd Floor Br Gwalani Chamber Vypar nar Bilaspur Chhattisgarh to A-1 PARIJAT EXTENSION, NEHRU NAGAR BILASPUR, CHHATTISGARH.

THAT ALL the parties hereto being the parties of the First , Second and third Part have agreed to carry on business of PLOTTING OF LAND & other allied work related with the business. In Partnership with each other on the terms and conditions contained herein, and the parties hereto have desired to put in writing the terms and conditions of their said partnership.

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NOW THIS INDENTURE WITNESSETH and it is hereby covenanted and finalized by and between the parties as follows:

- 1. The Partnership business shall be carried on under the name and style of "M/s SHRI SAI BUILDCON" or any other name or names that may be agreed upon by and between the partners from time to time.
- 2. That the partners aforesaid shall engage in the Business of **PLOTTING OF LAND** and on other matters which they are entitled to carry on as partners in a firm.
- 3. The principal place of business of the partnership shall be at A-1 PARIJAT EXTENSION, NEHRU NAGAR BILASPUR, CHHATTISGARH, or such place as may be mutually agreed to upon by the partners from time to time. The partners have agreed that branch/es may be opened at any other place on their mutual consent and the same may be closed as and when the partners mutually agree to from time to time.
- 4. The period of partnership shall be At Will. A partner desirous of terminating the partnership shall have to give to the other partner's notice of 3 months in writing.
- 5. (i) That the capital required for the purpose of the partnership business shall be contributed by the partners in such manner as may be mutually agreed upon by and between the partners from time to time.
 - (ii) That the amount outstanding to the credit of the partners account shall bear simple interest @ 12% per annum which shall be credited to the account of the partners at the end of the year.
 - (iii) The rate of interest to the partners may be changed at such other rates as may be prescribed by the Income tax act or as may be agreed upon by the partners hereto from time to time.

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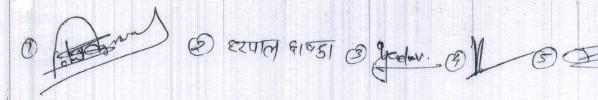
- 6. (I) That the all the parties are agreed to devote their full time, energy and attention to the firm's business and to look after working of the firm's business and shall be actively engaged in the working of the firm. In consideration thereof they shall be remunerated for the services rendered in addition to the share in profit and interest on capital.
 - (II) That the overall remuneration payable to all the working partners shall be worked out at the percentage of Book Profit at the yearend as follows:-

(a)	On first Rs. 3,00,000 of book	Rs. 1,50,000 or at the rate of the 90% of
	profit	the book profit, whichever is more
(b)	On the balance of the book profit	at the rate of 60%

The book Profit for this purpose shall be calculated as per explanation 3 of section 40(b) of the Income Tax Act, 1961 or any other applicable provision as may being force in Income tax Act.

Further in the event of loss or inadequacy of book profit the aggregate amount of remunerations paid or payable shall be restricted to book profit of the firm or that the partners may vary the quantum of Remuneration as may be agreed between the Partners from time to time.

- (III) That the amount of remuneration payable to the working partners as calculated above shall be allowed as salary to the working partners in their profit sharing ratio.
- (IV) That the rates of remuneration payable to the working partners may be revised to such other rates as may be prescribed by the Income tax act or as may be agreed by the partners from time to time.



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7. (a) That the net profit or losses arising out of the firm's business after allowing partners remuneration and interest to the partners shall be shared :-

TOTAL			100.00%
(III)	Mr.ISHWAR PRASAD YADAV	THIRD PARTNER	33.33%
(II)	Mr. HARPAL CHHABDA	SECOND PARTNER	33.33%
[I]	Mr. SOHIL AGRAWAL	FIRST PARTNER	33.34%

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

- (b) That all the expenses relating to the payment of interest, remuneration etc. paid or credited to the partners shall be debited to profit and loss account of the firm and taken into consideration in arriving at the net divisible profit or loss amongst the partners.
- 8. Bank accounts and other accounts shall be opened in the name of the partnership firm and the same shall be operated by either Sohil Agrawal or Ishwar Prasad Yadav. No partner shall raise any loan on the strength of the credit of the partnership firm except when the same is required for the purposes of the business of the partnership firm. Any loan raised in contravention of the above shall be borne by the person raising the loan personally.
- 9. That any partner are entitled and duly authorized to represent the firm before any local authority, State Govt., Central Govt., or any other authority and to enter any kind of contract or other undertaking and to sign agreements, receipts, payment, transfers, conveyances on behalf of the firm and interest of the firm.

10. That this partnership firm shall not be responsible for any other business done by any of the partner in their own name and /or on his individual account.

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- 11. That partnership firm shall not have any such assets as goodwill and no partner shall claim Goodwill as assets in any event such as retirement or dissolution of the firm.
- 12. Proper books of accounts and records of the business of the partnership firm shall be kept at the principal place of business of the partnership. The partners shall have free and full access to inspect and examine the books of accounts and other records of the partnership firm and obtain a copy of the same whenever thought fit.
- 13. That the Books of Accounts shall be closed on 31st March of Each year generally or at any interval as may be decide by the partners when the profit or loss shall be ascertained and shared amongst the partners as per share mentioned above.
- 14. That the Rent of the properties that might be used by the partnership and all rates, assessment taxes and the wages and Remuneration of all Persons including Partners and all other money to become due to on account of the said BUSINESS and generally all costs, charges and expenses, interest on Capital and on amount borrowed and losses and charges of damages which shall be incurred in or about the BUSINESS of Partnership or in any way relating thereto and all other out goings in respect of the said BUSINESS shall be said out of the funds of the partnership and shall be charged to accounts as Expenses.
- 15. That the Books, Furniture's, office Equipments and Other Conveyances, Licenses and Privileges purchased or acquired out of partnership funds or otherwise shall belong to the Firm .The goodwill of the partnership firm all other rights, titles and interests shall belong to the partnership firm only.
- 16. The partners shall in good faith develop the businesses of the partnership firm and shall be just and honest in transactions relating to the business of the partnership firm. Each partner shall at all time give to the other partner just and faithful account of the same without any concealment and shall also upon reasonable request furnish to the other full and correct explanations thereof.

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- 17. (a) Upon death or retirement of any partner, the partner-ship firm shall not be dissolved and it shall be continued by the Surviving Partner. In the event of death, it will be open to the surviving partners whether to admit the legal heir/s as partners or not to the partnership.
 - (b) In the event of retirement or death or insolvency as the case may be, accounts of the partnership firm shall be made up and profits or losses shall be ascertained up to the date of retirement or death or insolvency as the case may be and the amount due to the retiring or to the deceased partner or to the insolvent partner shall be ascertained and be paid to the retiring partner or legal heir/s of the deceased partner or the assignee or receiver of the insolvent partner as the case may be. In case any amount is found due from the partner, the same shall be forthwith recovered in accordance with the provisions of law.
- 18. (a) Each partner shall be responsible and liable for his personal debts and liabilities which shall be discharged by him personally and he shall keep the other partner and the firm indemnified to that respect.
 - (b) Each partner shall indemnify the partnership firm as well as the other partner for loss caused to it or him as the case may be by his fraud or breach of authority in the conduct of the business of the partnership firm.
 - (c) Each partner shall have its own interest on his Personal Assets and the other Partner shall have no Interest in the Personal Assets belonging to the partner.
- 19. During the continuance of the partnership or at any time thereafter, any dispute or difference relating to the partnership or its business which may arise between the partners or their respective heirs, the same shall be decided in accordance with the provisions of the Indian Arbitration and Reconciliation Act, 1996 as amended from time to time. The award of the arbitrator shall be final and binding on the partners and their legal representatives.
- 20. The partners may add, alter, amend the provisions of this partnership deed from time to time in any manner they mutually agree to and such additions, alterations and amendments shall be recorded in writing and signed and accepted by all the partners in which occurrence they shall be operative as if they were the terms of this partnership deed.

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- 21. Save and except as provided in this partnership deed, the partnership shall be governed by the provisions of the Indian Partnership Act, 1932.
- 22. This agreement shall be subject to the jurisdiction of the Chhattisgarh High Court.

IN WITNESS WHEREOF, the parties hereto under set and subscribed their hands this day, month and year mentioned hereinabove.

WITNESS 1. Revolution Kashof / Hamilton la	Signatures of the Partners
School -	(SOHIL AGRAWAL) FIRST PARTNER
2. Shand Jadaer	2. ११पाल वा 951
Steer)	(HARPAL CHHABDA) NEW PARTNER 3
	(ISHWAR PRASAD YADAV) NEW PARTNER
	4
	(VIJAY AGRAWAL) RETIRING PARTNER
	5.
A STARK	(YASHWANT MISHRA) RETIRING PARTNER

* Smt Sunita Thakur *

* Smt Sunita Thakur *

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Notary
BILASPUR
C.G. 14/11
Dt -15-4-2015

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