

RECONSTITUTION DEED

THIS INDENTURE is made on this 30th day of June 2023, BETWEEN

Shri Ashok S/o Vedprakash Agarwal (PAN:AEXPA9197F) (Adhar:9100 2144 6083) (DOB:08/10/1969) R/o Plot No.23, Adarsh Gruh Nirman Society, Gajanan Mandir Road, Wadgaon, Chandrapur 442401 hereinafter referred to as "Continuing Partner-1" or Party No.1

Smt Kavita W/o Snyamsunder Mittal (PAN:APHPM0838A) (Adhar:4070 6175 9317) (DOB:23/05/1980) R/o Plot No.27, Bhavnath Society, Laxmi Nagar, Wadgaon Road, Chandrapur 442401 hereinafter referred to as "Continuing Partner-2" or Party No.2

Shri Ranjeet Singh S/o Tarlochan Singh Chhabda (PAN:AGHPC2039E) (Adhar: 8485 1769 2003) (DOB:05/05/1981) R/o Plot No.88, Bramhakumari Ishwari Vidyalaya, Choti Masjit, Ward No.1, Chandrapur 442401, hereinafter referred to as "Continuing Partner-3" or Party No.3

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, दरलाधा प्रकार

3) दरल नाँवणी फरणार आहेत काय ? होय/नाही

8) भिळकंतीवे थोडप्रयात वर्णन

4) मुद्रांक विकत र णान्याचे नाव व सही

६) हरते असल्यास त्यांचे नाव, पता व सही

७) दुसन्या पक्षकाराचे नाव

८) मुद्रांक शुल्क रक्कम

मुद्रांक विकेता, ला.क्र.९०/१९९२, कोड क्र. ४६०१०४४
जिल्ह्यधिकारी परिसर, त.कार्यालय, नागपूर(शहर)

ज्या कारणासाठी ज्यांनी मुद्रांक खरेबी केला त्यांनी त्यांच कारणासाठी मृद्रांक खरेबी रस्यापासून ६ महिन्यात वापरणे गंधरणात्म आहे.

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Shri Nilesh S/o Marotrao Upare (PAN:AAKPU5102H) (Adhar:7065 2727 7068) (DOB:25/02/1978) R/o Plot No.29, Sneha Nagar, Gajanan Maharaj Mandir Road, Chandrapur 442401 hereinafter referred to as "Retiring Partner" or Party No.4

Shri Nitin S/o Marotrao Upare (PAN:AAOPU6035F) (Adhar: 2700 4008 0485) (DOB:05/07/1980) R/o Plot No.29, Sneha Nagar, Gajanan Maharaj Mandir Road, Chandrapur 442401 hereinafter referred to as "Incoming Partner" or Party No.5

All collectively known as Partners which term unless repugnant to the context shall mean and include their respective heirs, successors, nominees, executors, administrators, assignees and legal representatives witnessed.

WHEREAS the Party No.1 to 4 named above were carrying on the partnership business under the name and style of **M/s Shree Amarnath Developers** with its principal place of business at Plot No.107, House No.1186, Third Floor, CTO Staff Co-operative housing Society, Vivekanand Nagar, Nagpur 440015 vide Deed of Partnership executed on 23rd day of July, 2020 (herein after be called as "Original Partnership Deed") and further reconstituted on 05th day of May, 2021.

WHEREAS Shir Nitin Upare referred above as Incoming Partner have expressed his desire to join the firm as Partners and have actually joined the firm as partners with effect from the date of this indenture i.e 30th day of June 2023; and the Retiring Partner Shri Nilesh Upare have express his desire to retire from the firm and have actually retired as partner from the firm effecting from the date of this indenture i.e 30th day of June 2023; making over all the assets and liabilities of the partnership firm to the Continuing & Incoming partner/s from the date of this indenture i.e 30th day of June 2023. The Continuing & Incoming partner/s have decided to continue and carry on the said partnership as a going concern;

AND WHEREAS the Party No.1 to 4 in exercise of the powers, admit the said Shri Nitin Upare as a partner in consideration of their agreeing to abide by the terms of the Original Partnership Deed and further Reconstituted Deed.

AND WHEREAS this partnership is a continuing of the partnership firm run under the Original Partnership Deed dated 23rd day of July 2020, further reconstituted on 05th day of May, 2021, along with the changes in certain terms and conditions of the partnership as appearing in this Indenture.

NOW THIS INDENTURE WITNESS and the parties hereto agree as follows:-

- 1) THAT the Parties hereto shall, as form the date hereto, be partners subject in all respect to the conditions, stipulations and provisions of the aforesaid Original Deed of Partnership dated 23rd day of July 2020 and further Reconstituted Deed as on 05th day of May, 2021, so far as applicable and except as varied by this Reconstitution Deed.
- THAT the firm name shall continue to be M/s Shree Amarnath Developers.

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- 3) THAT the principal place of business shall continue at Plot No.107, House No.1186, Third Floor, CTO Staff Co-operative housing Society, Vivekanand Nagar, Nagpur 440015 or at such other place as shall be found more convenient and agreed upon between the partners. The branch offices shall be opened as may be decided by the partners from time to time.
- 4) THAT the Reconstitution Deed shall be deemed to have COMMENCED on and from 30th day of June 2023.
- 5) THAT the business of the firm shall continue be to do mainly the Developers & Builders, colonizer, layouting, ploting, conversion of agricultural land to non-agricultural land, broking and all other related activities and/or any other activity that they may agree with mutual consent of all the partners at any future date.
- 6) THAT the partnership is AT WILL.
- 7) THAT all the partner will be treated as working partners and would be responsible for smooth running of the business of the firm. To avoid any misunderstanding among the partners in day to day working of the firm it is been decided among the partners, that Party No.1, Shri Ashok Agrawal, shall engage himself actively in conducting the day to day affairs of the partnership business and will be solely responsible for all the affairs of the partnership business. Other partners will act only in exceptional circumstances and as per business need, if any.
- 8) All the partners of the firm shall be working partners, however in order to facilitate execution of various documents and its registration, all the partners have unanimously decided and authorized Party No.1 Shri Ashok Agrawal, one of the Partner of firm to sign, receive, execute, deliver, accept all the deed and documents for and on behalf of partnership firm and also to represent partnership firm in various forum, proceedings & statutory authorities etc. The statement and explanation of Party No.1 will be binding on Partnership firm. All the documents executed by party No.1 shall be treated as the documents executed and registered by the firm.
- 9) THAT the profit sharing ratio of the parties hereto shall be as below:

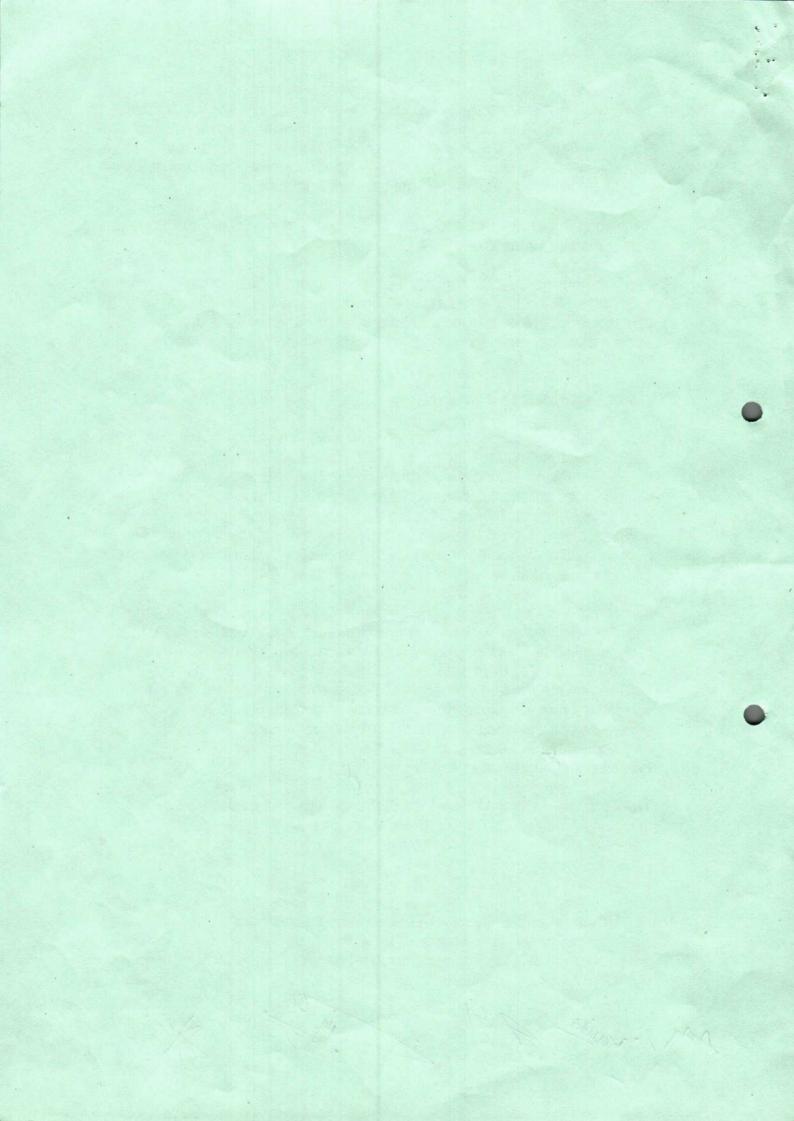
Party No.1 10.00% Party No.2 30.00% Party No.3 30.00% Party No.5 30.00%

10)A) THAT it is agreed that all the Continuing Partners and Incoming Partner shall act as working partners who shall engage themselves actively in conducting the affairs of the partnership business, as the circumstances and business need may require.

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- B) THAT the remuneration payable to working partners shall be in profit sharing proportion. The same is to be calculated at such percentage of BOOK PROFIT OR INCOME as are prescribed in Income Tax Act 1961 or any other applicable Act/provisions as may be in force for Income Tax assessment of the partnership firm for the relevant accounting period. The remuneration payable to the working partners as above shall be credited to their respective accounts at the close of the accounting period on ascertainment of book profit.
- 11)THAT the Incoming Partners hereto shall contribute Rs.10000.00 each towards fixed capital of the firm and shall further contribute such sums of money towards the capital of the partnership as may be mutually agreed upon and such contribution shall carry interest @ 12.00% per annum, unless otherwise mutually decided by the parties hereto. No such entitlement of the interest can be carried forward to any subsequent year. In case of lower profit or loss to the firm, no interest shall be paid to the partner.
- 12)THAT the partners here to may open cash credit, overdraft, saving or current account with any bank in the name of the firm and that the account will be operated jointly by Party No.1 & any one from Party No.2,3 & 5. Further, partner may approach any bank or financial institution for raising the loan for smooth running of the business. The loan may be in the form of working Capital, Term Loan & non fund based limits such as Bank Guarantee, L/C's etc.

IN WITNESS WHEREOF

The partners hereto have set and subscribed their respective hands, on this instrument of partnership deed, on the day, month and year as aforementioned.

Name	Party No.	Signatures
Shri Ashok Agarwal	1	son 1.
Smt Kavita Mittal	2	Konta
Shri Ranjeet Singh Chhabda	3	771.
Shri Nilesh Upare	4	M
Shri Nitin Upare	5	Aut.

In the presence of

: Aniket Ramteke 1. Name

: Ramteke Signature

: DRTPR7025F PAN

Mobile

Address Hear Buddh vihar

Naypur

2. Name

Signature

PAN

Mobile

Address

: souday? society, Balpande