



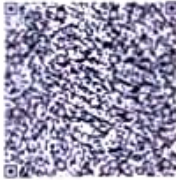
INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Mathura
SUMIT CHATURVEDI
ACC ID-UP14104004
MATHURA

Certificate No.	: IN-UP32017320641762V
Certificate Issued Date	: 10-Feb-2023 03:59 PM
Account Reference	: NEWIMPACC (SV)/ up14104004/ MATHURA/ UP-MTH
Unique Doc. Reference	: SUBIN-UPUP1410400457983589746964V
Purchased by	: OM BUILDCOM
Description of Document	: Article 46 Patnership
Property Description	: NA
Consideration Price (Rs.)	
First Party	: OM BUILDCOM
Second Party	: RAGHAV AGRAWAL
Stamp Duty Paid By	: OM BUILDCOM
Stamp Duty Amount(Rs.)	: 750 (Seven Hundred And Fifty only)



Please write or type below this line

PARTNERSHIP DEED

(RECONSTITUTION OF PARTNERSHIP FIRM ON 11th FEBURARY, 2023)

THIS RECONSTITUTION DEED OF PARTNERSHIP executed at Mathura on this 11th Day of February, 2023 among:-

Mr. Raghav Agrawal (PAN: DCZPA8898E) S/o Sh. Ram Agrawal R/o H.No.- 1349, Shahganj Darwaja, Plot No. 13/14, Jayshree Coloney, Mashani Chowk, Mathura, Uttar Pradesh-281001.

(Herein after referred as party of the first part, Continuing Partner).

AND

Mr. Pradeep Kumar Agrawal (PAN: ADPPA9596D) S/o Sh. Bhikki Lal Agrawal R/o H.No.- 343, Jugal Ghat, Badbala Mohalla, Vrindavan, Mathura, Uttar Pradesh-281121.

(Herein after referred as party of the Second part, Admitting Partner)

Joy Ji
For OM BUILDCOM

Pradeep Ji
For OM BUILDCOM

K K Ji
For OM BUILDCOM

0031219771
Om Vati Ji
For OM BUILDCOM

Statutory Agent
Partner

Partner

Partner

Partner

For more information visit the website at www.statestamp.com or use the State Stamp Mobile App. The details concerning the procedure on the terms of the certificate are available on the website / Mobile App. The details of the stamp duty are available on the website / Mobile App. The details of the stamp duty are available on the website / Mobile App.

AND

Mr. Krishan Kumar Chobiya (PAN: AIKPC0965C) S/o Sh. Ram Naresh Gautam R/o H.No.- 40, Sector-4, Shri Radha Puram Estate, Ganeshra, Mathura, Uttar Pradesh-281004.

(Herein after referred as party of the third part, Admitting Partner)

AND

Mrs. Omvati Agrawal (PAN: ABHPA1194R) W/o Late Sh. Uma Shanker Agrawal R/o H.No.- 1349, Shahganj Darwaja, Plot No. 13/14, Jayshree Coloney, Mashani Chowk, Mathura, Uttar Pradesh-281001.

(Herein after referred as party of the Fourth part, Retiring Partner).

WHEREAS Parties no. 1 and 4 to this deed were carrying on the business under the name and style of **M/s. Om Buildcom vide Partnership Deed dated 01st October 2020** and now Parties No. 4 has decided to retire himself from the partnership firm.

THEREFORE ALL THE PARTIES TO THIS DEED have considered it expedient to reduce into writing the terms and conditions on which the partnership business shall be carried on.

NOW THEREFORE THE DEED OF PARTNERSHIP cum Retirement WITNESSETH as under:-

That this deed of reconstituted partnership shall be demand to have come in force on and from 11th day of February 2023.

1. The business of the partnership shall be carried on under the name of style of "**M/s. Om Buildcom**" The Partners may by mutual consent change the said name or carry on business by any other name or names.
2. The Office of the Partnership shall be at Om Paradise, Sarswati Kund, Masani Link Road, Mathura, Uttar Pradesh – 281003. The partners may be mutual consent carry on the business at such other place or places as may from time to time be mutually agreed upon by and between the partners in writing.
3. That the main business of the partnership firm shall be continued to purchase, sell, develop, construct, build, acquire, take on lease, hire, let-out or otherwise deal in lands, buildings, shop, godowns, houses, offices, markets, colonies or any kind of immovable properties. However, all the parties to this deed may extend or change their business or carry on any other business or businesses as they may mutually decide from time to time.

Joy
For OM BUILDCOM
Agrawal
Partner

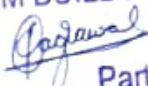
Pradeep
For OM BUILDCOM
vgs
Partner

K.K.
For OM BUILDCOM
Partner

omvati
For OM BUILDCOM
Omvati Agrawal
Partner


4. That the Capital of partnership firm shall be contributed and / or arranged by all the partners in such manner and to such extent as may be agreed upon or amongst them from time to time and such further capital whenever contributed by them or either of them shall be a loan to the partnership firm.
5. The contribution of the piece of land by the parties shall be treated as their respective capital contribution to the partnership business and the property of the firm will include all property and rights and interests in property brought into the stock of the firm by the partners as capital contribution, or acquired, by purchase or otherwise, by or for the firm, or for the purposes and in the course of business of the firm.
6. Capital Contribution shall carry interest at 12% (Twelve Percent) per annum or such other rate as may mutually be agreed upon by the parties hereto from time to time. The partners hereto shall be entitled to draw out in advance, against their drawing accounts of such sums from time to time as may be mutually agreed upon and on taking account for the year, the excess, if any, drawn by any partner over his share of the profits shall be refunded to the firm within a period of 1 Month or be treated as loan to him which shall carry interest at 12% (Twelve Percent) per annum or any other rate mutually agreed upon.
7. That the First, Second and Third parties of the firm shall actively engage in conducting the affairs of the business of the firm as working partners. It is hereby agreed that in consideration of being the working partners of the firm, the first, second, and third partners of the firm shall be entitled to take remuneration as may be prescribed U/S 40 (b) (v) of the Income Tax Act, 1961 or any other applicable provisions as may be force in the Income Tax Assessment of the partnership firm for assessment period shall be payable to the partners and which presently shall be calculated in the following manner:

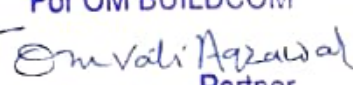
a.	On the first Rs. 300000 of the Book-Profit or in case of a loss	Rs. 150000 or at the rate of 90% of the Book-Profit, whichever is more.
b.	On the balance of the Book-Profit	At the rate of 60% of the Book-Profit

For OM BUILDCOM

 Partner

For OM BUILDCOM

 Partner

For OM BUILDCOM

 Partner

For OM BUILDCOM

 Partner

8. The partnership business and its day to day activities shall be carried on by the partners jointly in consultation with each other
9. That the credit balances of Smt. Omwati Agrawal (the retired partner) in her capital account as on the date of reconstitution will be paid by firm.
10. That the retiring partners shall not be responsible for any acts and things done by the firms on or after the date of reconstitution.
11. That the continuing partners alongwith incoming partners shall take over the firm on and from the date of reconstitution by taking all the assets and liabilities of the firm on book value and shall continue the business as a going concern.
12. The value of registration (if any) and goodwill has been taken to be Nil.
13. The partnership is a partnership at WILL.
14. The partnership monies and security for moneys as and when received shall be sent and deposited in the partnership business account.
15. Each partner shall keep each other informed of the day to day development in the said partnership business.
16. None of the partners shall be entitled to assign its right, title and interest and partnership business either by way of assignment, sale or otherwise.
17. The net profits of the partnership after payment of all income-tax and other taxes, interest on loan, advances and other outgoing, and subject to the creation and maintenance of reserves or other funds shall be divided in following proportion:-

Raghav Agrawal-37.5%, Pradeep Kumar Agrawal- 37.5% and Krishan Kumar Chobiya -25%
18. The loss of the partnership firm shall be paid and borne by the partners in their profit sharing ratio.
19. All outgoing and expenses of the Partnership firm interest on loans, salaries and all losses shall be payable first out of the profit next out of the capital contributed by each of the partners.
20. The usual books of account of the partnership shall be regularly kept and posted up at the place of the business of the partnership. Each partner shall have free access to the books of account at all reasonable times and shall be at liberty to inspect the same and other documents of the partnership and to take copies thereof and extracts therefrom.

For OM BUILDCOM

 Partner

For OM BUILDCOM

 Partner

For OM BUILDCOM

 Partner

For OM BUILDCOM

 Partner

21. The business of the partnership shall be carried on by the partners with mutual consent and consultation.
22. All legal papers in all Government department, Like; NAGAR NIGAM, MVDA, RERA, INCOMETAX, GST, UPPCL/DVVNL, FIRE, POLUTION, LABOUR, NHAI, PWD etc. or any other private department on behalf of the partnership shall be signed, endorsed, accepted or executed by any partners. The documents so executed shall be binding on all partners and also on firm.
23. The Banking account or accounts of partnership shall be in the name of the firm. All such account or accounts shall be operated in all respect by all three partners jointly. The transactions so executed shall be binding on all partners and also on firm.
24. That any Purchase deed, Agreement to purchase and any document ancillary/related to purchase shall be executed by signature of any one partner and Sale deed and Agreement to sale and any document ancillary/related to sale shall be executed by signature of all three partners. Deeds / agreement so executed with the signature of any partner shall be binding on all partners and also on firm.
25. Any of the parties hereto may arrange loan or overdraft from bank or banks for the business of the firm. All such cheques, hundies, bill or exchange and negotiable instruments on behalf of the firm may be drawn endorsed or otherwise dealt with by all three partners.
26. All the partners shall be entitled to withdraw such sum as may be mutually agreed upon between the partners, subject to availability of surplus funds. All such sums so withdrawn shall be debited in the respective account in the books of the partnership and shall be adjusted at the time of taking annual account of the partners.
27. The accounting year of the partnership shall be from 1st of April of every calendar year up to the day of 31st of March of each following year or such other period as the partners may from time to time agreed upon.
28. The accounts of the partnership shall be prepared and profit and Loss Ascertained at the close of each accounting year when a Balance sheet shall be prepared. After such Balance Sheet and/or Final accounts being duly signed by the partners the same shall not be challenged except for typographical or mathematical mistakes.
29. Any of the partners may retire from the partnership at any time. Upon such retirement the retiring partner shall be paid the amount standing in its capital account. No such retiring partner shall be entitled to any other payment whatsoever.
30. The partnership shall not determine on the retirement of any partner or in the case of dissolution or winding up of any of the partner. In case of winding up or dissolution of any partner or retirement of any partner the partnership business shall be carried on by the continuing partners.

For OM BUILDCOM

 Partner

For OM BUILDCOM

 Partner

For OM BUILDCOM

 Partner

For OM BUILDCOM

 Partner

31. Each partner shall

- a) Punctually pay and discharge his separate debts and engagements and indemnify the other partners and the partnership assets against the same and all actions, proceedings, costs, claims and demand in respect thereof.
- b) Be just and faithfully to the other partners in all transactions relating to the partnership.
- c) At all times give to the other or others of them true information and faithful explanations of all matters relating to the partnership within his knowledge and afford every assistance in his power to carry on the business for their mutual advantage.

Neither party shall without the written consent of the other:

- I. Release or compound any debt owing or claims of the partnership except in the usual course of business.
- II. Employ any money, goods or effects of the partnership or pledge the credit thereof except in the usual course of business and upon the account or for the benefit of the partnership.
- III. Assign, mortgage or pledge his share or interest in the partnership or any part thereof or make any other person as a partner herein.
- IV. Enter into any bond or become bail, surety or security with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized attached or extended or taken into execution.


In the event of any dispute or difference arising between partners at any time in respect of the partnership account or any matter relating to or concerning the partnership business of the interpretation of these present, the same shall be resolved by reference to an arbitrator according to the Indian Arbitration and conciliation act, 1996 shall apply.

That any of the terms may be waived, varied, altered or modified by mutual consent expressed in writing.


For OM BUILDCOM


Partner

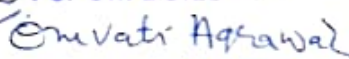
For OM BUILDCOM


Partner

For OM BUILDCOM


Partner

For OM BUILDCOM


Partner

That all matters not specifically mentioned here-in-before shall be covered by the Indian Partnerships Act, 1932 and any statutory modification thereof which may be in force from time to time.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and the year first above written.

SIGNED SEALED AND DELIVERED By The

PARTIES WITNESSES:

PARTNERS:-

Raghav Agrawal

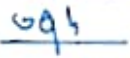
(Party of the First Part)

For OM BUILDCOM

Partner

Pradeep Kumar Agrawal

(Party of the Second Part)

For OM BUILDCOM

Partner

Krishan Kumar Chobiya

(Party of the third Part)

For OM BUILDCOM

Partner

Omvati Agrawal

(Party of the fourth Part)

For OM BUILDCOM

Partner

Witness:

1. Sig.: 

Sig.:

Name: MAHESH CHANDRA LAVANIYA

Name: MINTU SHARMA

Address: Teachers colony, Maholi Road
Mathura

Address: Shri Krishna Jammathan
Katra Keshavdev, Mathura

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