



INDIA NON JUDICIAL



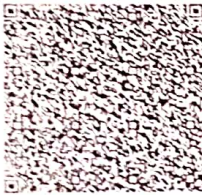
Government of Uttar Pradesh

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e-Stamp

PRABHA SHARMA
License No. 81210
Acc ID : UP14342604
VRINDAVAN (MATHURA)

Certificate No. : IN-UP88583755824458W
 Certificate Issued Date : 04-Dec-2024 01:34 PM
 Account Reference : NEWIMPACC (SV)/ up14342604/ MATHURA SADAR/ UP-MTH
 Unique Doc. Reference : SUBIN-UPUP1434260474024900057160W
 Purchased by : OM BUILDCOM PARTNER PRADEEP KUMAR AGRAWAL
 Description of Document : Article 46 Patnership
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : OM BUILDCOM PARTNER PRADEEP KUMAR AGRAWAL
 Second Party : Not Applicable
 Stamp Duty Paid By : OM BUILDCOM PARTNER PRADEEP KUMAR AGRAWAL
 Stamp Duty Amount(Rs.) : 750
 (Seven Hundred And Fifty only)



Please write or type below this line

PARTNERSHIP AMENDMENT DEED

This **DEED OF PARTNERSHIP AMENDMENT** is made on this 4th Day of December 2024 between:

- Shri Pradeep Kumar Agrawal (PAN: ADPPA9596D)** - Individual,
S/O Late Shri Bhikkilal Agrawal,
R/O 343, Jugal Ghat, Badwala Mohalla, Vrindaban - 281121, Dist. Mathura, Uttar Pradesh, India
(Hereinafter referred to as the First Party)



Handwritten signatures and initials in blue ink.

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Statutory Alert

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And

2. **Smt. Pushpa Rani (PAN: BFIPR9605E)** - Individual,
W/O Shri Pradeep Kumar Agrawal,
R/O 343, Jugal Ghat, Badwala Mohalla, Vrindaban - 281121, Dist. Mathura, Uttar
Pradesh, India
(Hereinafter referred to as the Second Party)

And

3. **Shri Krishan Kumar Chobiya (PAN: AXJPA7849E)** - Individual,
S/O Shri Ram Naresh Gautam,
R/O 40, Sector 4, Shri Radha Puram Estate, Ganeshara, Mathura - 281004,
Uttar Pradesh, India
(Hereinafter referred to as the Third Party)

And

4. **Shri Raghav Agrawal (PAN - DCZPA8898E)** - Individual
S/O Shri Ram Agrawal
R/O H. No. 1349, Shahganj Darwaja, Plot No. 13/14, Jayshree Colony, Masani
Chowk, Mathura – 281001, Uttar Pradesh, India
(Hereinafter referred to as the Fourth Party)

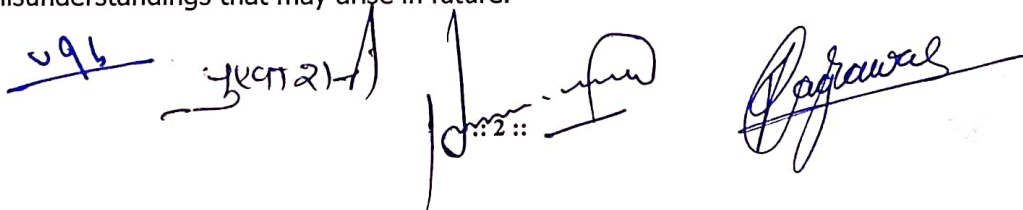
WHEREAS, the expression of all the parties shall include their legal heirs, nominees, next of kin, successors, administrators, etc.

AND WHEREAS the Fourth Party of this deed, Shri Raghav Agrawal, and another partner, Smt. Omvati Agrawal were carrying on the business of developing lands, constructing buildings & apartments for residential/commercial purposes, entering into agreements with other parties/firms/companies for construction and collaboration and doing all other related business of real estate under the name and style of **M/S Om Buildcom (PAN: AAHFO1951D)** with effect from 1st October 2020 vide partnership deed dated 01/10/2020 executed by and between them on that day.

AND WHEREAS a Partnership Reconstitution Deed executed on 11/02/2023, by which Smt. Omvati Agrawal retired from the partnership firm and the First party and the Third party entered into the partnership firm vide partnership deed dated 11/02/2023 and Second party entered into the partnership firm vide partnership reconstitution deed dated 08/04/2024.

NOW WHEREAS, aforesaid the First, Second, Third, and Fourth parties of this deed will carry on the business of purchase and sale of lands, colonizers, developers, builders, contractors, traders, and commercial complex singly, jointly, or in partnership with any person or body corporate and agent of all kinds of lands, properties and civil materials or any other business mutually decided by the partners and the said parties desire to record in writing the terms and conditions upon which they have agreed upon under the name and style of **M/S Om Buildcom**. The Firm can carry on any other business at any other place with the consent of all the partners.

NOW WHEREAS, aforesaid the First, Second, Third, and Fourth parties of this deed hereby agree that the profit-sharing ratios and other terms and conditions upon which they have decided to carry on their partnership business with effect from the 4th day of December 2024 be reduced to writing to do away with avoidable disputes and misunderstandings that may arise in future.


The bottom of the document features four handwritten signatures. From left to right: a signature starting with '096', a signature that appears to be 'yashwanth', a signature that appears to be 'Raghav', and a signature that appears to be 'Agrawal'. A red circular stamp is overlaid on the signatures, containing the text 'Om Buildcom' and '13/14'.

AND WHEREAS, aforesaid the First, Second, Third, and Fourth parties of this deed are desirous to have written indenture of partnership reconstitution therein the various terms & conditions of partnership reconstitution as settled between them to avoid any possible confusion/dispute in the future.

NOW THIS PARTNERSHIP AMENDMENT DEED WITNESSES AS FOLLOWS:

1. That aforesaid the First, Second, Third, and Fourth parties of this deed shall work Jointly in partnership for carrying on the business of purchase and sale of lands, colonizers, developers, builders, contractors, traders, commercial complex singly, jointly, or in partnership with any person or body corporate and agent of all kinds of lands, properties and civil materials and to do all other related business. The Firm can carry on any other business at any other place/places with the consent of all the partners.
2. That the business shall be carried on under the name & style of **M/S Om Buildcom**.
3. That the head office & the principal place of business of the firm shall be at **Shri Vrinda Orchids, Joint-Sunrakh Road, Vrindavan-281406, Dist. Mathura, Uttar Pradesh, India**. The firm can carry on its business at any other place/ places with the consent of all the partners.
4. That the further funds required for the business shall be contributed or arranged by the First, Second, Third, and Fourth parties of this deed as may be mutually agreed upon by and between the partners from time to time. Interest @ 12% Per Annum or as may be prescribed U/S 40(b)(iv) of the Income Tax Act, 1961 or any other applicable provisions as may be forced in the Income Tax Assessment of the partnership firm for assessment period shall be payable to the partners on the amount standing to the Credit Balance of the Capital Account of the respective partner. In case of a loss in any financial year, the interest on partners' capital may be reduced to a lower rate or may be reduced to NIL. Such interest shall be calculated and credited to the accounts of each partner at the close of the accounting year.

5. That the First party to this deed owned three plots of land, details as under -

<u>Date</u>	<u>Document No.</u>	<u>Khata No.</u>	<u>Khasra No.</u>	<u>Area Hact.</u>	<u>Amount Rs.</u>
30.08.2019	12468	332	372	0.6565	86,66,000.00
31.12.2021	22444	491	368	0.8135	1,07,38,000.00
01.05.2015	6648	1025	369	0.877	1,15,80,000.00
17.06.2015	9917	1041	375	0.314	41,45,000.00
TOTAL				2.661	3,51,29,000.00

in which the First party has absolute rights. Now the First party transfers his entire rights in the aforementioned plots of land to the partnership firm as his capital contribution. Henceforth the First party gives up all its rights in the aforesaid plots of land in favour of the firm as of now as its capital contributions in the said firm at the considerations mentioned below and the aforesaid plot of land is included in the stock-in-trade of the said partnership firm as of now, and no individual right of the First Party in aforesaid plots of land remain as of now. Hence the total value of the aforesaid plots of land to the partnership firm as stock in trade is Rs. 3,51,29,000/- (Rupees Three Crores Fifty One Lacs Twenty Nine Thousands Only) and the capital accounts of the First party is credited by Rs. 3,51,29,000/- (Rupees Three Crores Fifty One Lacs Twenty Nine Thousands Only) in the books of the firm accordingly.

6. That the Fourth party to this deed owned some plots of land, details as under -

<u>Date</u>	<u>Document No.</u>	<u>Khata No.</u>	<u>Khasra No.</u>	<u>Area Hact.</u>
02.03.2023	4470	182	343	0.45
02.03.2022	4161	182	343	0.477
02.03.2023	4468	35	348	0.244
TOTAL				1.171

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in which the Fourth party has absolute rights. Now the Fourth party transfers his entire rights in the aforementioned plots of land to the partnership firm as his capital contribution. Henceforth the Fourth party gives up all its rights in the aforesaid plots of land in favour of the firm as of now as its capital contributions in the said firm at the considerations mentioned below and the aforesaid plots of land are included in the stock-in-trade of the said partnership firm as of now, and no individual right of the Fourth Party in aforesaid plots of land remain as of now. Hence the total value of aforesaid plots of land to the partnership firm as stock in trade is Rs. 1,54,57,000/- (Rupees One Crore Fifty-Four Lacs Fifty-Seven Thousand Only) and the capital accounts of the Fourth party is credited by Rs. 1,54,57,000/- (Rupees One Crore Fifty-Four Lacs Fifty-Seven Thousand Only) in the books of the firm accordingly.

7. That the Third party to this deed owned some plots of land, details as under -

<u>Date</u>	<u>Document No.</u>	<u>Khata No.</u>	<u>Khasra No.</u>	<u>Area Hact.</u>
18.11.2022	23417 ✓	00980 ✓	361 ✓	0.36625 ✓
11.06.2024	14240 ✓	00151 ✓	372 ✓	0.30325 ✓
30.05.2022	10486 ✓	00671 ✓	362 ✓	0.134 ✓
01.05.2015	6647 ✓	332 ✓	372 ✓	0.6565 ✓
11.06.2024	16538 ✓	00151 ✓	372 ✓	0.32825 ✓
29.04.2022	8211 ✓	151 ✓	372 ✓	0.32825 ✓
02.09.2019	12570 ✓	00332 ✓	372 ✓	0.32825 ✓
TOTAL				2.44475

in which the Third party has absolute rights. Now the Third party transfers his entire rights in the aforementioned plots of land to the partnership firm as his capital contribution. Henceforth the Third party gives up all its rights in the aforesaid plots of land in favour of the firm as of now as its capital contributions in the said firm at the considerations mentioned below and the aforesaid plots of land are included in the stock-in-trade of the said partnership firm as of now, and no individual right of the Third Party in aforesaid plots of land remain as of now. Hence the total value of aforesaid plots of land to the partnership firm as stock in trade is Rs. 3,22,71,000/- (Rupees Three Crores Twenty-Two Lacs Seventy-One Thousand Only) and the capital accounts of the Third party is credited by Rs. 3,22,71,000/- (Rupees Three Crores Twenty-Two Lacs Seventy-One Thousand Only) in the books of the firm accordingly.

8. That the new profit and losses of the business shall be shared by the partners in the following proportions:

First Party	25%
Second Party	24%
Third Party	21%
Fourth Party	30%

9. The First, Second, Third, and Fourth parties of this deed shall actively engage in conducting the affairs of the firm's business as working partners. It is hereby agreed that in consideration of being the working partners of the firm, the First, Second, Third, and Fourth parties 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:

- On the first Rs. 6,00,000/- of the Book-Profit or in case of a loss Rs. 3,00,000/- or at the rate of 90% of the Book-Profit, whichever is more.
- On the balance of the Book-Profit At the rate of 60% of the Book-Profit



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Such remuneration shall be calculated and credited to the accounts of the First, Second, Third, and Fourth parties in their profit-sharing ratio at the close of the accounting year.

10. That a bank account/accounts in the name of the firm shall be opened in bank/banks, which shall be operated jointly by one party out of the First Party and Second Party and one party out of the Third Party and Fourth Party.
11. That all the sale and purchase deeds of the lands/plots shall be executed jointly by one party out of the First Party and Second Party and one party out of the Third Party and Fourth Party.
12. That all other documents shall be executed jointly by one party out of the First Party and Second Party and one party out of the Third Party and Fourth Party.
13. That the accounting year of the firm shall be from 1st April to 31st March every year. Profit/Loss of the firm shall be determined on 31st March of every year and the respective share of the Profit/Loss shall be credited/debited in the capital accounts of the partners at the year-end.
14. That duration of partnership shall be up to the date of mutually agreed by the partners but the partnership firm can not be dissolved before the completion of the project namely "Shri Vrinda Orchids" and its extension or phases.
15. That proper books of accounts of the partnership firm shall be maintained and every partner of the firm will have a right to see the books of accounts of the firm.
16. That the First, Second, Third, and Fourth parties of this deed may borrow funds for the business of the firm in the name of partnership from any person, bank, firm, company, cooperative society, no-banking financial institution, government, or semi-government organization or body on such terms and conditions and at such rate of interest as may be mutually agreed upon between all the partners. If any liability arises in the future, all the partners of the firm shall be liable to that liability mutually or personally.
17. That none of the partners, without the written consent of all the other partners shall:
 - (a) Assign, mortgage or charge his/her share in the assets of the firm.
 - (b) Lend money belonging to the firm.
 - (c) Except in the ordinary course of the business, dispose of by pledge, sale or otherwise any partnership property or profits.
18. That the First, Second, Third, and Fourth parties of this deed have entered into this partnership in their individual capacity.
19. That in the case of dissolution of the firm or retirement of any partner from the firm, all the assets and liabilities of the firm shall be valued at the market value at that time.
20. That in case of death of any party to this deed, the partnership firm shall not dissolve, instead the same shall be carried on by taking legal heirs of the deceased into partnership.
21. That in case of any dispute arising among the parties to this deed; the disputed matters shall be solved by the arbitration. The decision of the arbitrator shall be binding to all the parties to this deed.

