



उत्तर प्रदेश UTTAR PRADESH

EU 100245

AMENDMENT TO THE PARTNERSHIP DEED

This amendment deed of partnership executed 1st day of October, 2019 at Jhansi by and between.

1- Shri Vinod Kumar Soni aged 60 years s/o Shri Babu Lal Soni r/o 37/1 Civil Lines, Jhansi
----- hereinafter called the first

2- Shri Shiva Soni aged 29 years s/o Vinod Kumar Soni r/o 37/1 Civil Lines, Jhansi
-----Hearinafter called the Second Party,

3- Smt Geeta Soni aged 58 years w/o Shri Vinod Kumar Soni r/o 37/1, civil line, Jhansi
(U.P.) -----Hearinafter called The Third Party,

(The expression 'party' also referred to as partner) Includes and means his/her heirs, successors, assignees, administrators and legal representatives.)

WHEARES the parties 1 to 3 here to are carrying on on the business of land development & Colonization and real estate under the name and style of **M/s OM SHANTI DEVELOPERS** at OM Shanti Apartment Rasbahar colony Jhansi. (U.P.) w.e.f. 01.04.2010 Upon the terms and conditions contained in the reconstituted partnership deed dated 14.12.11 as modified by the reconstitution deed dated 11.11.2012 & amended on 07.02.2013 and further reconstituted on 31.03.2019 & 01.04.2019 . w.e.f. 01.04.2019 The partners has decided to carry business in the Name of M/s OM SHANTI DEVELOPERS- Ras Bahar. Now, WHEREAS the Executants to the all party to this deed have been carrying on the business of land development & Colonization and real estate under the name and style of M/s OM SHANTI DEVELOPERS at OM Shanti Apartment Rasbahar colony Jhansi. (U.P.) Upon the terms and conditions contained in the reconstituted partnership deed dated 01.10.2019. AND WHEREAS and the firm has amended trade name and style Vide Para no.12 of Partnership Deed dated 01.04.2019, The partners may with mutual consent amend or

Vinod

Shiva

Geeta Soni

Vinod

भारतीय गैर न्यायिक
भारत INDIA

₹. 500

FIVE



NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AB 961433

PARTNERSHIP DEED

This deed of partnership executed 1st day of April, 2019 at Jhansi by and between.

1- Shri Vinod Kumar Soni aged 60 years s/o Shri Babu Lal Sonil r/o 37/1 Civil Lines, Jhansi

----- hereinafter called the first

2- Shri Shiva Soni aged 29 years s/o Vinod Kumar Soni r/o 37/1 Civil Lines, Jhansi

-----Hearinafter called the Second Party,

3- Smt Geeta Soni aged 58 years w/o Shri Vinod Kumar Soni r/o 37/1, civil line, Jhansi (U.P.)

----Hearinafter called The Third Party,

(The expression 'party' also referred to as partner) Includes and means his/her heirs, successors, assignees, administrators and legal representatives.)

WHEREAS the parties 1 to 2 here to are carrying on on the business of land development & Colonization and real estate under the name and style of M/s OM SHANTI DEVELOPERS – RASBAHAR , at om Shanti Apartment Rasbahar colony Jhansi. (U.P.) w.e.f. 01.04.2010 Upon the terms and conditions contained in the reconstituted partnership deed dated 31.03.19.

WHEREAS the Executants to the all party to this deed have been carrying on the business of land development & Colonization and real estate under the name and style of M/s OM SHANTI DEVELOPERS – RASBAHAR , at om Shanti Apartment Rasbahar colony Jhansi. (U.P.) w.e.f. 01.04.2010, Upon the terms and conditions contained in the constituted partnership deed dated 31.03.2019.



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EK 504756

AND WHEREAS the Third Party to this deed here to has expressed his desire to join the firm from the date of this deed, and the partners of the firm as on date have agreed to admit him as a partner of the firm. The Third Party is hereby admitted as a partner of the firm w. e. f. 01.04.2019. Also Third party have agreed to contribute amount as and when required as his capital .

Now therefore this deed witnessed as under

1. **FIRM:-** The partnership business shall be conducted and carried on in the name and style of M/s OM SHANTI DEVELOPERS- RASBAHAR.

2. **PRINCIPAL PLACE:-** The principal of business of the partnership firm shall be at at OM SHANTI APARTMENT RASBAHAR colony Jhansi. (U.P.) the partners shall be at liberty to open any branch or branches at any other place or places.

3. **COMMENCEMENT & DURATION:-** The term of re- constituted firm shall be deemed to have been commenced with effect from 01.04.2019. the duration of the firm shall be at will of the partner.

4. **OBJECT:-** The Primary business of the firm shall be that of land development & colonization and real estate developers.

5. **SHARE:** After accounting for all expenses relating to the business of the partnership including rent, salaries and other establishment expense as well as interest and remuneration payable to the partners. The net profit/loss of the partnership firm as per the accounts maintained by the firm shall be divided and distributed amongst the partners on the close of the accounting year ending on the 31st March of each calendar year in following proportion.



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EK 504757

Profit & Loss remaining after deduction of above, profit or loss as the case may be will be distributed as follows:

1	Shri Vinod Kumar Soni	30 %
2	Smt. Geeta Soni	20 %
3	Shri Shiva Soni	50 %

6.1 **CAPITAL/INTEREST** Necessary capital as well as further fund required for the purpose of the partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and between the partners from time to time. Each partner shall be entitled to interest on balance in his capital account at the rate of 12% per annum, or such other rate as may be specified in the previous of Income-tax Act, 1961 in force in the relevant previous year. It is clarified that unless the aggregate of withdrawals made by any partner after set - off in respect of interest, salary and share of close of the year, he/she shall not be taken to have effected withdrawals from out of credit balance in his " Capital account " However in the case of loss or lower income rate of interest can be NIL or lower than 12% as may be agreed to by and between the partners from time to time.

6.2 **MINUS CAPITAL BALANCE:** It is also agreed and clarified that in case any one of the partners effects abnormal withdrawals, which act is not objected to by the other partners and the capital account of such partner from into a debit balance. He/she will not be under obligation to pay any stipulated interest to the firm on such overdrawn amount, unless of course the relevant withdrawals as arranged through specified interest bearing loans thereby resulting in under inflation of expenditure in the hands of the firm. In the later circumstance, the partner of the firm shall be entitled to determine and calculate the interest outgoing attributable to the extra withdrawals by such partner(s) and claim reimbursement from the concerned partner(s) by debiting the amount so determined to his capital account/current account in the book of the firm..



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EK 504758

6.3 The partners shall be entitled to increase or reduce the above remuneration. The parties hereto may also agree to revise the mode of calculating the above said remuneration as may be agreed to and between the partners from time to time.

6.4 **REMUNERATION:-** The second parties to this deed has agreed to keep themselves actively engaged in conducting of the affairs the business of the partnership firm as working partners. It is hereby agreed that in consideration of the above said parties working in the partnership they shall be entitled to the following remuneration as under..

1. Shri Shiva Soni. Rs. 2,00,000/- P.M.

Shri Shiva Soni is engaged in conducting the affairs of the business of the partnership firm as working partner. It is hereby agreed that in consideration of the said party working in the partnership he shall be entitled to remuneration of Rs 2,00,000 per month.

7.1 **ACCOUNTING OF INTEREST/REMUNERATION:-** Though principally the interest and remuneration due to each partner will accrue day to day with commencement of the accounting year, yet it is agreed that the interest and salary due to each partner may be calculated and paid or credited to his account only once on ascertainment of "book profit" after the close of the Financial Year, except, earlier in the event of retirement/death of a partner, change in the constitution or dissolution of partnership. The partners shall, however, have the option to pay or credit such interim amounts towards interest and/or salary as the case may be at such intervals as may be deemed expedient and the sum so paid or credited on his account shall be adjusted against the final figure determined on finalization of accounts after the accounting period. The entries of Interest and salary to partners made in the book shall be deemed to have been authorized by and done under this deed.

Gute Soni

7.2 CAPITAL ADJUSTMENTS: In case any clerical error in calculation of interest and/or salary payable to the partners happens to occur in a given year, compensatory adjustment may be made in the book of the firm in the year when it comes to notice, and the partners shall have no objection to such corrective measure. In case however the adversely affected partner chooses to waive his/their right for the compensation on its smallness/petty nature, such a step may be dispensed with

8. POWERS, DUTIES & RESTRICTIONS

8.1 Party No 1 -Shri Vinod Kumar Soni, Party No. 2 Shri Shiva Soni & Party No 3-Smt. Geeta Soni authorized to sign individually and severally on behalf of the firm's documents, agreement, bills and other documents concerning the firm, to receive payment, issue receipts and in general to do any other act on behalf of firm which shall be deemed to have been done by all the partners on behalf of the firm.

8.2 Party No 1 Shri Vinod Kumar Soni is authorized to raise loans for the firm from banks, Financial institutions, etc by hypothecating / pledging the firm's assests, by signing, and all such acts done by him shall be deemed to have been done on behalf of the firm and all the partners and would not require any reference / confirmation from other partners

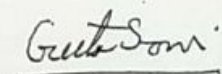
8.3 The partner may extend the business activities to such other field as the partner may mutually and also cover all such commercial ways and means of maximizing income with the investment/utilization of funds and assets available at the disposal of the partnership, as the partner may choose from time to time.

8.4 No partner can sell, mortgage, assign or in any way transfer any property moveable or immoveable of the firm raise loans in the name of the firm for his personal gain or benefits. No partner shall assign or charge his share in the assets of the firm without the specific consent of other partners.

8.5 Each partner shall diligently look after the affairs of the partnership.

8.6 The partners can buy/sell lands on behalf of the firm, in the name of the firm with disclosing that the same is of firm in the documents executed, for the benefit of the firm.

9 BANK OF ACCOUNTS: The bank account of the firm shall be opened in any schedule bank which shall be operated under the of Party No. 1- Shri Vinod Kumar Soni , Party No. 2 Shiva Soni & Party No. 3 Smt. Geeta Soni, individually and severally are authorized to open and operate bank account in the name of the firm with any bank by signing Individually or severally and all such acts done by them shall be deemed to have been done on behalf of the firm and all the partners would not require any reference/confirmation from other partners.

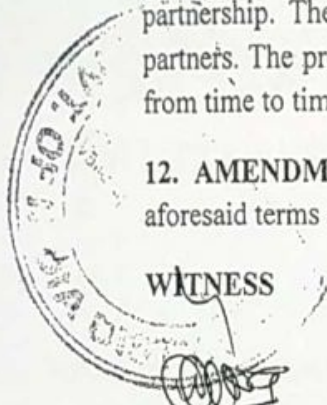


10. **RETIREMENT, DEATH OR INSANITY** NO partner shall be entitled to press for the dissolution of the firm. If at any time Any partner desire to retire from the partnership business then he/she shall be allowed to retire with the consent of the other partners, provided the retiring partner shall be paid his/her capital and accumulated profits if any with the firm but he/she shall not be given anything by way of goodwill and the business shall be continued as a continuing business. In the case of death/insanity of any partner, firm will not be dissolved ipso-facto. It shall be continued by the remaining partners with the legal heir or heirs of the deceased partner, if the legal heir or heirs of the deceased partner do not join the firm legal heir or heirs may give their share to any partner and the firm may be reconstituted as mutually decided by the remaining partners and the business shall be continued as a going concern.

11. **ARBITRATION:-** in case of dispute among the partners relating to his partnership firm arising during the continuation of this partnership or afterwards in regard to interpretation of any of the terms and condition this deed and in general, relating to any matter in regard to his partnership. The sum shall be referred to a sole Arbitrator to be mutually appointed by the partners. The proceedings shall be governed by the provision of the Laws as applicable in India from time to time.

12. **AMENDMENT:-** The partners may with mutual consent amend or delete any of the aforesaid terms and condition or add any other condition as agreed upon.

WITNESS



1. Vijay Verma S/o Kashi Ram Verma
913, Khushi Pura, Jhansi UP.

[Signature]
Shri Vinod Kumar Soni 1st party

2. [Signature]
Mst Noj Kumari S/o Lakshmi Lal
Arya - mo - Khushi pura Kori pur, Jhansi

[Signature]
Shri Shiva Soni 2nd party

Geeta Soni
Smt. Geeta Soni 3rd party

Serial No. 928/16
Certified that the foregoing statement was
performed this day at 10/6/17
by Shri Vinod Kumar, Shri Shiva
whom Geeta Soni were
read over and [Signature]
by Shri [Signature]
Received from [Signature]

[Signature]
Notary Public for India
10/6/17



उत्तर प्रदेश UTTAR PRADESH

AA 099683

PARTNERSHIP DEED

This deed of partnership executed 31st day of March, 2019 at Jhansi by and between.

1- Shri Vinod Kumar Soni aged 60 years s/o Shri Babu Lal Sonil r/o 37/1 Civil Lines, Jhansi
-----Hearinafter called the first Party,

2- Shri Sanjay Arora aged 52 years s/o Shri Lt. K.L. Arora r/o 57 D Civil Lines, Sunder Vihar Jhansi
----Hearinafter called the Second Party

3- Smt. Neelam Mishra aged 40 years D/o Shri O.P. Tiwari r/o Flat no. 1 Happy Tower Rattan Lal Nagar, Kanpur.
-----Hearinafter called the Third Party,

4- Shri Shiva Soni aged 29 years s/o Vinod Kumar Soni r/o 37/1 Civil Lines, Jhansi
----Hearinafter called the Fourth Party,

(The expression 'party' also referred to as partner) Includes and means his/her heirs, successors, assignees, administrators and legal representatives.)

WHEREAS the parties 1 to 4 here to are carrying on on the business of land development & Colonization and real estate under the name and style of M/s OM SHANTI DEVELOPERS - RASBAHAR , at om Shanti Apartment RASBAHAR colony Jhansi. (U.P.) w.e.f. 01.04.2010 Upon the terms and conditions contained in the reconstituted partnership deed dated 14.12.11 as modified by the reconstitution deed dated 11.11.2012 & amended on 07.02.2013.



उत्तर प्रदेश UTTAR PRADESH

DN 794313

WHEREAS the Executants to the all party to this deed have been carrying on the business of land development & Colonization and real estate under the name and style of M/s OM SHANTI DEVELOPERS - RASBAHAR , at om Shanti Apartment RASBAHAR colony Jhansi. (U.P.) w.e.f. 01.04.2010, Upon the terms and conditions contained in the constituted partnership deed dated 11.11.2012 & amended on 07.02.2013.

AND WHEREAS the Shri Sanjay Arora & Smt. Neelam Mishra (retiring Partners) who retired from the firm w.e.f. 01/04/2019, The Second & Third party to this deed here to has expressed his desire to retire the firm from the date of this deed, and the remaining partners of the firm as on date have agreed to retire them as a partner of the firm.

Now therefore this deed witnessed as under

- FIRM:-** The partnership business shall be conducted and carried on in the name and style of M/s OM SHANTI DÉVELOPERS- RASBAHAR.
- PRINCIPAL PLACE:-** The principal of business of the partnership firm shall be at at om Shanti Apartment RASBAHAR colony Jhansi. (U.P.) the partners shall be at liberty to open any branch or branches at any other place or places.
- COMMENCEMENT & DURATION:-** The term of re- constituted firm shall be deemed to have been commenced with effect from the end of **31.03.2019**. the duration of the firm shall be at will of the partner.
- OBJECT:-** The Primary business of the firm shall be that of land development & colonization and real estate developers.
- SHARE:** After accounting for all expenses relating to the business of the partnership including rent, salaries and other establishment expense as well as interest and remuneration payable to the partners. The net profit/loss of the partnership firm as per the accounts maintained by the firm shall be divided and distributed amongst the



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AP 932685

RETIREMENT FROM PARTNERSHIP

This deed of retirement from partnership executed this 14th day of December 2011 at Jhansi between,

1. Vinod Kumar Soni aged about 50 years s/o Lt. Shri B. L. Soni r/o 37/1 Civil Lines, JHANSI;
Ravindra Singh aged about 30 years s/o Shri S S Singh r/o 240/4A, Civil Lines, JHANSI;
Aman Madaan aged about 29 years s/o Shri Awtar Singh r/o 452/2A, C. P. Mission Compound, JHANSI;
Sanjay Arora aged about 44 years s/o Lt. Shri K L. Arora r/o 57 D Civil Lines, Sunder Vihar JHANSI;
Neelam Mishra aged about 33 years d/o Shri O P Tiwari r/o Flat No 01, Happy Tower Rattan Lal Nagar, KANPUR and
Brij Lal aged about 67 years s/o Shri Khubi Lal r/o 24, Kushi pura, JHANSI hereinafter called the Executant of the First part AND
2. Ashish Hazela aged about 39 years s/o Lt P K Happy and permanent resident of 886, officers Colony Jhansi, hereinafter called the Executant of the Second Part.

(The term and expression 'executant' include and mean his/her heir, successors, assignees, administrators and legal representatives).

[Handwritten signatures of the parties]



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AP 932689

WHEREAS the executants to this deed were carrying on business in partnership under the name & style of M/S Om Shanti Developers with principal place of business at 886, Officers Colony, Jhansi under the partnership deed executed on 01.3.2011.

WHEREAS the Executant of the second part expressed his desire to retire from the said firm, as such with mutual consent of the executants, the Executant of second part have retired w.e.f. 14.12.2011 (hereinafter referred as "Retirement date"), on the terms and conditions specified hereinafter.

Whereas this deed is being executed to confirm the terms of retirement, so there may not be any misunderstanding in future.

Now this deed witnesses as under :-

1. That the Executant of the second part stands retired from the firm M/S Om Shanti Developers having its principal place of business at 886, Officers Colony, Jhansi w.e.f. 14.12.2011, the Retirement date.
2. That each of the said executants has assured the other and warrants that except as recorded in the books and papers of the partnership, each of them has not received, collected or discharged or compromised any claim, demand or other credit due or to become due to the partnership or contracted or otherwise incurred any liability, debt or obligation that may now or hereafter, directly or indirectly, charge or affect the partnership or any of its property. That the share of profits upto the retirement date has been credited to the executant of second part.
3. The business of the firm with all the assets and liabilities as standing on the

[Handwritten signatures of the parties involved in the deed]



उत्तर प्रदेश UTTAR PRADESH

PARTNERSHIP DEED

C 951168

This deed of partnership executed this 21st day of April 2010 at Jhansi by and between:

1. Shri Vinod Soni aged about 50 years s/o Shri Lt. B. L. Soni r/o 37/1 Civil Lines, JHANSI hereinafter called the,

.....First Party,

2. Shri Ashish Hajela aged about 38 years S/o Lt. P K Happy r/o, 886, Officers Colony, JHANSI hereinafter called the,

.....Second Party,

3. Shri Ravindra Singh aged about 30 years s/o Shri S S Singh r/o 240/4A, Civil Lines, JHANSI hereinafter called the,

.....Third Party,

4. Shri Aman Madaan aged about 27 years s/o Shri Awtar Singh r/o 452/2A, C. P. Mission Compound, JHANSI hereinafter called the,

..... Fourth Party,

5. Smt Rashmi Pachoriya aged about 41 years d/o Late Shri Moti Lal r/o 45, Near B I C College, JHANSI hereinafter called the,

..... Fifth Party,

(The expression 'party' (also referred to as partner) include and mean his/her heirs, successors, assignees, administrators and legal representatives)

WHEREAS the parties No 1 to 4 to this deed have been carrying on business of Real Estate in partnership under the name and style of M/s OM SHANTI DEVELOPERS, since 01.04.2010 and have now decided to join hands with party No 5 to this deed and to carry on the business as a going concern by reconstituting the said firm