## PARTNERSHIP DEED

This deed of partnership is made on this ninteenth day of January Two Thousand one between :-

1. Praveen Chandra Deogharia, S/O Subodh Chandra Deogharia, resident of 63, New A.G. Colony, Kadru, Ranchi. Hereinafter called the Partner of First Part.

and

2. Sunil Kumar Sinch S/O Rajeswar Dayal Singh resident of Sukhdeo Nagar, Ratu Road, Ranchi. Hereinafter called the Partner of second part.

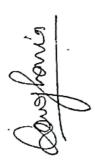
Whereas the aforesaid partners desired to carry on business in partnership of Civil Construction, Real estate Business under the name and style of EDEN HOMES, and whereas it was thought expendient to reduce into writing the terms and conditions of this indenture under which the partnership is and shall be carried on.

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Now this indenture of partnership witnesseth and hereto mutually convent and agreed as follows :- .

- 1. That the business of the partnership firm is and shall be carried on under the name and style of EDEN HOMES .
- That the business of the partnership shall be deemed to have commenced on and from 19th day of January, 2001.
- That the Registered Office of the firm is shall be at 63, New A.G.Colony, Kadru, Ranchi. But it can shifted from one place to another place as may be mutually agreed upon by the aforesaid partners if it shall be more convenient.
- That with the consent of all the partner new branch or branches may be opened either under the existing name and style of the firm for the time being or under any other name as may be agreed by the aforesaid partners .
- 5. That the business of the partnership is and shall be of Civil Construction and Real Estate Business or any other business as mutually agreed by the partners from time to time .
- That the partnership business is and shall be partnership at will . Any partner may retire after giving 3 ( Three ) months notice in writing .
- 7. That all the partners may carry on any business in their individual capacity which the firm is doing or entitled to carry on as per clause-5 of the deed .

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- That the capital of the firm is and shall be provided by the aforesaid partners as and when required and it shall be credited in the books of account in their capital account, and partners shall be paid interest subject to maximum @ 18% on capital or as per the rate allowable under the Income Tax Act, 1961 from time to time .
- That day to day business of partnership shall be 9. carried out by Praveen Chandra Deogharia and Sunil Kumar Singh and for their services that following amount shall be paid to them as remuneration .
  - (a) On first Rs.75,000/- of Book Profit or in case of Loss as defined under the Income Tax Act, 1961 from time to time.
    - Rs. 25000/-(1) Praveen Chandra Deogharia
    - Rs. 25000/-(2) Sunil Kumar Singh

Or

- 45% of the (1) Praveen Chandra Deogharia ... Book Profit
- 45% of the Sunil Kumar Singh (2) Book Profit

Whichever is more

- (b) On the next Rs.75,000/- of Book Profit:
  - 30% of the (1) Prave n Chandra Deogharia ... Book Profit
  - 30% of the (2) Sunil Kumar Singh Book Profit

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(c) On balance of Book Profit :

- (1) Praveen Chandra Deogharia ... 20% of the Book Profit
- (2) Sunil Kumar Singh ... 20% of the Book Profit

That after paying or adjusting the interest on capital as per clause 8 above and remunération as per clause 9 above that balance of profit or loss shall be divided or borne by the aforesaid partners as following :

- (1) Praveen Chandra Deogharia
- (2) Sunil Kumar Singh ... 50%
- That the aforesaid partners heall have the right to 10. submit tenders, sign agreements, work orders, submit bills, and issue receipts, make correspondence etc. individually and the payment received by the partners shall be deposited in the firms account.
- 11. That the original partnership deed and books of account is and shall be kept in the principal place of business and all the partners shall have the right to access to them .
- That the bills, invoice, cash memo etc, in the name of 12. the firm may be submitted to the firms customers under the signature of any of the partner and acknowledgement of the receipts of money goods etc. granted by any of the aforesaid partners shall be binding on the firm .
- The Bank Account shall be opened with one or more 13. Banks and the same will be operated under the Joint signature of both the partners aforesaid .

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- That the usual books of accounts is and shall be 14. maintained by the firm .
- That in the event of death of any of the aforesaid 15. partners his heir, successors or legal representative may be admitted into partnership if they so wish and competent otherwise, incase of decline the firm may be dissolved . .

- That with consent between the aforesaid partners 16. loan may be raised for the purpose of the partnership. All the partners shall be liable for the repayment of the same.
- That the accounting year of the partnership shall begin 17. on 1st April and close on 31st March every year. the first accounting year shall close on 31st March, 2001.

18. That the dispute, doubts between aforesaid partners shall be referred to an arbitration in accordance with the Arbitration Act, 1940 .

That the Provisions not provided herein the provisions of Indian Partnership Act, 1932 as amended from time to time shall apply .

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In witness where of the partners to these presents have set and subscribed their respective hands on the date mentioned above signed, sealed and delivered at Ranchi on the date mention above in the presence of witnesses .

WITNESSES :

1. Girit brasel

( First Partner )

Praveen Chandra Deogharia

( Second Partner ) Sunil Kumar Singh