



This deed of partnership is made on this the 14th day of April Two Thousand and Twelve (14/04/2012).
झारखण्ड JHARKHAND UZAA 846175

Among

1. **Sri Alok Kumar Jha** s/o **Sri Shubh Chandra Jha** Residing at flat no G2 , Sumitra Apartment A-Block , Polytechnic Road , Dhanbad-826001, Jharkhand. By caste Hindu by occupation Businessman (hereinafter referred to as the Party of the first PART).
2. **Sri Anil kumar singh** s/o **Sri J N Singh**, residing at garden house, at: dhaiya, po:ism, Dhanbad, jharkhand. 826004. by caste Hindu, by occupation businessmen (hereinafter referred to as the Party of the second PART).
3. **Sri Sanjay Singh**, s/o **Sri Nagendra Singh** at A-104 , Sumitra Apartment, polytechnic Road, Jharoodih, Dhanbad jharkhand. Pin8:26001. by caste Hindu, by occupation businessmen (hereinafter referred to as the Party of the third PART).

for kumar

for Sanjay Singh

Where the parties of the First Part , Second Part and Third Part have agreed to carry on the business in the partnership w.e.f. 14/04/2012 under the name & style of "M/S Realtech Devlopers" Registered Office at Suraj Complex,Bartand , Dhanbad ,Pin- 826001. (Jharkhand)..

Where the parties of the First part, Second Part and Third part have agreed to carry on Business of promoter, developer, builder whether commercial or residential or any other type of construction. and or otherwise & also to do business of civil work in any other department, and all other field in construction , developers, promoter which is not mentioned here.

Further educational services, vocational services, running a educational institute, tutorial classes, coaching classes, further to do the business of agriculture, horticulture, Sericulture, florite, agro industry ,trading and to do any other business as mutually decided by the partners & which the partners think beneficial for the purpose of the partnership.

Business Condition of partnership are spirited and reduced in writing hereunder :-

NOW THIS DEED WITNESSETH AS UNDER:

1. **TYPE:** carry on Business of promoter, developer, builder whether commercial or residential or any other type of construction. and or otherwise & also to do business of civil work in any other department, and all other field in construction , developers, promoter which is not mentioned here.

Further educational services, vocational services, running a educational institute, tutorial classes, coaching classes, further to do the business of agriculture, horticulture, Sericulture, florite, agro industry ,trading and to do any other business as mutually decided by the partners & which the partners think beneficial for the purpose of the partnership.

2. **PLACE of BUSINESS :** The Partnership and the business shall be carried out throughout India.

3. **Separate Tenancy Agreement For Hiring premises/space will Be Entered in Between The Partnership Firm And The Aforementioned Land Lady /Land Lord.**

4. **DURATION:** The duration of this partnership shall be "at will" and w.e.f. 14/04/2012 it shall continue till the partner's desire.

Ator Kumar

 Santosh Singh

5. **ACCOUNTING YEAR:** The accounting year of the partnership shall be on March ending or financial year basis. This shall begin on 1st day of April and end on 31st day of March next year However the First Accounting year will start from 14.04.2012 and end 31.03.2013.
6. **RATIO:** A profit & loss account at the end of the accounting year shall be drawn after crediting all income and debiting the entire expenses incidental to and incurred for the purpose of partnership business and loss incidental to the business. Any profit or loss arising in the accounting year shall be shared/borne by the partners in the following Ratios:


Sl. No.	Name of Partner	Share of profit/loss
1.	Sri.ALOK KUMAR JHA	50%
2.	Sri. ANIL KUMAR	25%
3.	Sri. SANJAY SINGH	25%

Note; This partnership share ratio restricted only for Ankur Vihar project ,it may be change in future with mutual consent of the partners for any other projects.

7. **CAPITAL:** Each partner shall contribute such capital as may be required for the partnership business from time to time by mutual agreement and according to the share hold and convenience.
8. **BORROWINGS:** Should any further funds be required over and above the capital brought in by the partners the same can be borrowed from Private Individuals, financial Institutions, Banks or other persons. Any interest on such funds borrowed for the purposes for the partnership business shall be treated as the expenditure of the partnership.
9. **CURRENT ACCOUNT:** The further finance, which will be given by the partners, will be credited to partner's capital account similarly any amount which will be withdrawn by the partners will be debited to the said capital account. The interests on loan, remuneration to working partners will also be credited to the said account. The shares of profit/loss will be credited/debited to the said accounts.
10. **INTEREST THAT** the partners will be entitled to simple interest as mutually agreed but shall not exceeding @18% per annum. The rate of interest may be varied from time to time or may not pay to the said accounts.

Alok Kumar Jha

 Anil Kumar

 Sanjay Singh 3

11. **REMUNERATION & COMMISSION THAT** all the partners will be working partners will be entitled to salary and commission and bonus (Collectively called as "remuneration") as stated herein under:

a. The total Remuneration payable to the working partners shall be worked out as under :

i. In case of loss or book profit up to Rs. 75,000 for the year. (Rs. 50,000 or 90% of the book profit whichever is higher, but in no case it will be more than the amount of book profit itself).

ii. On the book profit exceeding Rs. 75000 but not exceeding Rs. 1,50,000 for the year.

The amount as calculated as per clause (i) above plus 60% of the excess over Rs. 75000.

iii. On the book profit exceeding Rs. 1,50,000 for the year.

(The amount as calculated as per clauses (i) and (ii) above plus 40% of the excess over Rs. 1,50,000).

Explanation: For the purposes of this clause the expression "Book Profit" shall mean the "Book Profit" as defined in S.40 (b) of Income-tax Act, 1961 or any statutory modification or re-enactment there of for the time being in force.

Such total remuneration shall be paid to the working partners in equal ratio.

The remuneration payable to the working partners as above shall be credited to their respective account on ascertainment of books profit.

b. That the remuneration so paid or credited shall not exceed the limit provided in the I.T.Act, 1961 and rules made there under from time to time. Therefore necessary adjustment shall be made in the remuneration calculated as above.

The rate of remuneration will be varied from time to time by mutual consent of the partners.

12. **DRAWINGS:** All working partner shall draw such amount as may be decided mutually from time to time and according to the availability of funds.

13. **BANK ACCOUNTS:** The Bank account in the name of the partnership shall be opened with any bank as the partners may decide mutually. The joint signatures of any two partners out of all partners shall operate the account.

Joshi Ramkrishna

Amal

Ranjay Singh 4

14. **ACCOUNTS:** Proper books of accounts as required by the law shall be kept at the principal place of the business. Each partner shall have the right to inspect such books during the working hours of the firm and shall be entitled to have copies there from.
15. **ADMISSION:** Any new partner and partners may be admitted to the partnership by unanimous consent of all the partners. No partners shall assign his/her share in the partnership to any other persons without the consent of other partners.
16. **DUTY:** Each partner shall remain faithful and honest in regard to the transaction of the partnership and rendering the account of the business. The duty assigned to each partners shall be discharged to the best advantage of the partnership. No partner shall act in a manner which is detrimental to the interest of the partnership.
17. **RESTRICTIVE CONVENANTS:** No partner shall, without the consent of the other partners obtained in writing for that purpose, do any of the following acts: -
- a. Engage, while he is a partner, or be directly, or indirectly concerned, in any business other than that of and competing with the business of firm:
 - b. Engage or dismiss agents, clerks or other servants for or the firm:
 - c. Lend any money or deliver any good belonging to the firm:
 - d. Release or compound any dept or claim owing to the firm:
 - e. Guarantee the payment or discharge of any such sum, or claim;
 - f. Execute any deed or stands surety for any person or act in any other manner whereby the property of the firm may be liable;
 - g. Make any payment for or acknowledge any liability of the firm;
 - h. Transfer his interest in the firm by mortgage, sale or otherwise, or introduce, or attempt to introduce any person into the firm as an apprentice or otherwise.
18. **RETIREMENT:** If any partner is desirous of retiring from the firm a one month notice/written notice of his intention shall be required to be given to the other partners. The partner shall retire only after setting accounts with partnership and other partners. The retiring partners shall be paid the credit balance of his capital account including amount of his share of profit till the date of retirement as per availability of fund maximum one year.

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Ranjit Singh

19. **DEATH:** In case of the death of any partners the amount of his capital & profit till the date of death shall be paid to his legal heirs as per availability of fund maximum one year & till that time it will carry interest @12% p.a.,

20. **DISSOLUTION:** one month notice is required upon retirement or death of any partner the partnership shall not be automatically dissolved or come to an end but it may be continued by the remaining partners upon such terms as they may mutually decide on such event. However if any partners desirous of dissolution of firm have to give one month's notice of his intention to do so subjected however, to the completion of work in hand taken by the firm.


21. **ARBITRATION:**Should any difference of opinion or dispute arise amongst the parties to these presents on any matter the same shall be resolved by reference to an arbitrator according to the Indian Arbitration Act.


The above terms & condition of the partnership are agreed upon by each parties to these presents by its own free will without anybody's force, and they are binding on all of us/our legal heirs, executors, assignees.

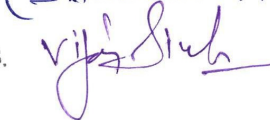
IN WITNESS WHEREOF the parties to these presents have put their respective hands to day on the day month and year first herein above written.

22. **SIGNING AUTHORITY:** Out of the three partners any two are authorized to sign all the necessary documents on behalf of the company.

WITNESSES:

1. 
(ARON KR. SINGH)

2. 
(SANDEEP MALLIK)

3. 


SIGNATURE OF THE FIRST PARTY


SIGNATURE OF THE SECOND PARTY


SIGNATURE OF THE THIRD PARTY