

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

**AAKFR4531M**



नाम/Name

**RADHA SOAMI DEVELOPERS**

निगमन / गठन की तारीख

Date of Incorporation/Formation

**27/08/2007**



झारखण्ड JHARKHAND

422784

DEED OF PARTNERSHIP

R. P. MAHATO  
NOTARY  
DHANBAD

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 27<sup>TH</sup> DAY OF AUGUST TWO THOUSAND SEVEN AT DHANBAD BETWEEN

(1) Sri Parshuram Singh s/o Late Sri Kapil Deo Narain Singh, by faith Hindu by occupation business, resident of 202, Ambika Apartment, Saraidhela, Dhanbad Pin-828127, hereinafter called and referred to as the ONE PART,

AND

(2) Sri Rajessh Singh s/o Sri Parshuram Singh, by faith Hindu, by occupation business, resident of 202, Ambika Apartment, Saraidhela, Dhanbad Pin-828127, hereinafter called and referred to as the SECOND PART,

WHERE hereafter the above parties of the FIRST AND SECOND Part have jointly been referred to as partners or parties and individually as party or partner, and shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns.



For Radha Soami Developers

Partner

For Radha Soami Developers

Partner

WHEREAS the parties above-named on 27<sup>th</sup> Day of August'2007 have agree and consented to carry on the business of trading and dealing of properties, land and developers of land, properties, malls, buildings etc. for Sale under the name & style of 'RADHA SOAMI DEVELOPERS' having Office at Radha Soami Arcade, Saraidhela, Dhanbad Pin-828127, (Jharkhand). The firm will do all such things which are necessary, incidental, ancillary and otherwise conducive to the attainment of the aforesaid subject.

AND WHEREAS, in order to safeguard their respective right, title and interest against any misunderstandings and disputes that may arise in future they have agreed to execute a formal instrument of partnership containing the terms and conditions under which the business will be carried on.

NOW THIS DEED OF PARTNERSHIP WITNESSTH AND PARTIES HERETO MUTUALLY AS THEREUNDER :

1. That the partnership business will be carried on under the name and style of 'RADHA SOAMI DEVELOPERS' and / or under such other name and style as may be agreed upon by the partners.
2. That the partnership business has commenced and will be deemed to have been commenced on and from 27<sup>th</sup> Day of August'2007 and will be treated as Partnership at Will.
3. That the main business of the partnership firm will be to pursue Business of trading, dealing of properties, land and developers of land, properties, malls, buildings etc. in the state of Jharkhand and other states. The firm will do all such things which are necessary, incidental, ancillary and otherwise conducive to the attainment of the aforesaid subject. The Partners, however, may do any other business as may mutually be agreed upon between them form time to time.
4. That the partnership business shall be carried on in the name and style of 'RADHA SOAMI DEVELOPERS' (hereinafter referred to as firm) having its Head Office at Radha Soami Arcade, Saraidhela, Dhanbad Pin-828127, (Jharkhand). However place can be shifted or open new branch or close the branches can be started at any other place or places as may decided from time to time as per the requirement of the business.
5. That whatever amount of capital is and will be necessary for carrying on the business of the partnership will be contributed or withdrawn by the parties in the manner convenient to them with consent of the parties only. They may also arrange for loans from banks & financial institution on such terms as may be decided by them from time to time.



For Radha Soami Developers  
Partner

For Radha Soami Developers  
Partner

6. That if the firm remains in profit, simple interest @ 12% per annum on the capital invested by the partners hereto shall be paid to them subject to availability of profit before paying interests & remuneration to partners. However, the partners may alter, change, vary, increase or reduce the rate of interest as may be decided amongst them form time to time.
7. That all the partners shall be working partners and shall be paid remuneration for the services rendered by them for the purposes of business of the firm which will be directly related to the book profit of the firm in the following manner.
- |   |   |
|---|---|
| a) On first Rs.50000/- of The Book Profit or in case of a loss. | Up to the amt. Of Book profit<br>Or in case of a Loss NIL             |
| b) From 50001/- to 75000/- of the of Book Profit                | Rs.50000/- or at the rate of 90% the Book Profit, which ever is more. |
| c) On the next Rs.75000/- of the Book Profit.                   | at the rate 60% of the Book Profit.                                   |
| d) On the balance of the Book Profit                            | at the rate of 40% of the Book Profit.                                |

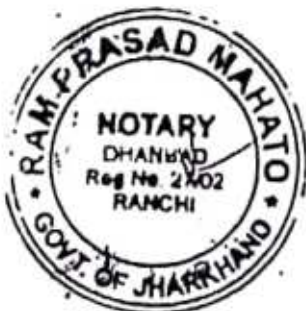
For the purpose of calculation of remuneration the book profit shall be computed as defined in explanation 3 to section 40 (b) of the Income-Tax Act, 1961.

That the remuneration payable to the partners in the above manner shall be divided amongst them in equal proportions.

However, the partner may alter, change, vary or modify the system of calculation of remuneration as may be decided amongst them form time to time.

8. That the financial year will be the accounting year of the firm. At the end of each accounting year, the profit or loss will be determined after providing for all the outgoing expenses and such net profit or loss of the firm will be divided amongst the partners in the following proportions :-

- |                         |      |
|-------------------------|------|
| (1) Sri Parshuram Singh | 50 % |
| (2) Sri Rajesh Singh    | 50 % |



For Radha Soami Developers  
*[Signature]*  
Partner

For Radha Soami Developers  
*[Signature]*  
Partner

9. That the Books of Accounts of the partnership business shall be kept and maintained at the principal place of business and the same shall be kept regularly posted up. As the end of each accounting year on 31<sup>st</sup> March of every year, an account shall be taken up of all Assets and Liabilities of the partnership and a balance sheet and profit & loss statement shall be prepared. The profit or loss as determined at the end of each accounting year shall be distributed between the partners in proportion to their respective share as laid down in clause 8. Each partner shall have free access to books of accounts at all reasonable times and shall be at liberty to take such extracts there from, as he may think fit.
10. That the parties hereto shall be entitled to draw such sums of money out of the business for their personal and private purposes as may mutually be agreed upon by and between the partners only.
11. That the Bank Account / Accounts may be operated by the partners jointly or severally by the parties only. The parties hereto may jointly open and operate jointly or severally Bank Account in any Bank or Banks in the name of firm and to draw, endorse and negotiate cheques, bill of exchange and other negotiable instruments in the name of the firm and also to give valid discharge for payment received of behalf of the firm.
12. That all the important decisions will be taken by the parties by mutual consent, whereas in the case of crisis the decisions of all the parties shall prevail.
13. That none of the partners in case of any dispute amongst them shall be entitled to lockup the business premises of the partnership and shall not be entitled to close the business or freeze the Bank Account of the partnership. In case any of the partners does so, he shall be liable and responsible for his such activities.
14. That the parties hereto shall carry on business of the firm to the greatest common advantage, be just and faithful to each other and render true and correct accounts and full information of all things affecting the firm or any of the partners. The parties shall be held responsible for all the acts, deeds, workings & operations of the business and shall indemnify the firm and keep it and the assets of the firm harmless, protected and free from and against any legal proceedings, attachment etc.
15. That the parties hereto shall pay their individual debts, punctually and regularly and shall indemnify the firm and keep it and the assets of the firm harmless, protected and free from and against any legal proceedings, attachment etc. in respect of their individual debts.



For Radha Soami Developers

*P. Aneli*

Partner

For Radha Soami Developers

*Signature*

Partner

16. That no partner will during the continuance of the partnership do any of the following except with the written consent of the other partner :-
- Apply the partnership fund in speculative transactions ;
  - Acknowledge a debt so as to extend the period of limitation against the firm;
  - Admit a liability against the firm;
  - Assign, mortgage, transfer or shell his share in the partnership firm,
17. That if in the best interest of the firm, admission of a new partner or partners be deemed advisable, the parties hereto may admit any partner or partners, on the terms and conditions as may then be agreed upon between the existing partners and incoming partner or partners.
18. That in case of any partner wants to retire for the business he can do so by giving three months notice to other partner or partners of his intention to do so and in that event the remaining partner or partners shall be entitled to carry on the business in the same name & style.
19. That in case of demise, god forbid, of any of the partner, his legal heir or heirs shall be included in place of the deceased partner and in that event the partnership will be deemed to have been re-constituted if -so -facts.
20. That the parties hereto shall always be at liberty to change, alter or modify any of the terms, conditions and covenants of this partnership with their mutual consent in writing.
21. That in the event of any dispute, difference or question arising between the parties hereto on the meaning, scope or interpretation of any of the terms and conditions of this Deed or on any matter or thing arising out of it or touching or concerning this deed at any time, shall be settled by reference to arbitrator to be appointed by all the parties hereto by mutual consent and the decision given by the arbitrator shall be final binding upon the parties hereto.



For Radha Soami Developers  
*[Signature]*  
Partner

For Radha Soami Developers  
*[Signature]*  
Partner

22. That in all matter not provided for in this partnership Deed, the provisions of the Indian Partnership Act, 1932 as amended for time to time shall apply.

IN WITNESS WHEREOF THE PARTIES HERETO WHILE IN THEIR SOUND HEALTH AND PERFECT MIND AFTER DUE CONSIDERATION AND OUT OF THEIR OWN FREE WILL AND CONSENT DO HEREUNTO SET AND SUBSCRIBE THEIR RESPECTIVE HANDS ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

WITNESSES

1. Mahesh Prasad.

2.

SIGNATURES  
For Radha Soami Developers

1. [Signature]  
1<sup>st</sup> Party Partner

For Radha Soami Developers  
2. [Signature]  
2<sup>nd</sup> Party Partner



2.1.08  
NOTARY  
DHANBAD

Authorised :  
u/s 8 (e), of Notarised Act  
1952 Act No. 41 (1962)