



175601

### PARTNERSHIP DEED

This Deed of partnership executed on 1st day of Feb Two thousand five between :

01. Shri Pranav Pradhan S/o. Late Shri Devendra Pradhan aged about 28 years R/o. E-3/75, Arera Colony, Bhopal (M.P.) (hereinafter called the party of first part).
02. Shri Shivnav Pradhan S/o. Shri Shailendra Pradhan aged about 27 years R/o. Pradhan Niwas Ahmad Pur Kalan Hoshangabad Road, Bhopal - 462026 (M.P.) (hereinafter called the party of Second part).
03. Shri Abhinav Pradhan S/o. Late Shri Devenendra Pradhan aged about 30 years R/o. E-3/75 Arera Colony, Bhopal (hereinafter called the party of Third Part).

For Pradhan Homes

For Pradhan Homes

For Pradhan Homes

PARTNER

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04. Shri Shailendra Pradhan S/o. Late Shri P.D. Pradhan aged about 56 years R/o. Pradhan Niwas Ahmad Pur Kalan Hoshangabad Road, Bhopal - 462026 (M.P.) (hereinafter called the party of Fourth part).

WHEREAS above named parties have decided to commence business of Civil Contractors, Builders and Developers, Colonizers Etc. Under the name and style of M/s. Pradhan Homes and thought it fit to reduce in writing the terms and conditions of partnership as under :

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS :**

01. That the deed of partnership shall take effect on and from 1st Feb. 2005.

PRADHAN HOMES  
PRADHAN HOMES  
PARTNER

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PARTNER

PRADHAN HOMES  
PARTNER

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02. That the business of partnership shall be carried on under the name and style of M/s. Pradhan Homes in State of Madhya Pradesh with its principle place of business at Bhopal and it shall be open to the parties hereto undertake other kind of business or to carry the firm business at other place(s) as they may decide mutually from time to time.

03. That the business of partnership shall be :
- To carry on the business of Civil Contractor, Builders and Developers, colonizers, suppliers of all a kind of building material, Road, Contractor and engage themselves in all kind of construction activities.
  - To carry on any other business or profession which the partners mutually agreed upon.

PRADHAN HOMES

PRADHAN HOMES

PARTNER

PRADHAN HOMES

PRADHAN HOMES

PARTNER

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PRADHAN HOMES

PARTNER

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04. That the capital of the firm shall be contributed by each partner as mutually agreed upon between them.
05. Interest to partners :

It is agreed by and between parties hereto that simple interest at the rate of 12% p.a. or at such other rate as may be mutually agreed upon shall be payable by partnership on the amount standing to the credit of capital , Current, Loan Account of the partners from date of execution of this deed.

If there is any debit balance in the account of any partner interest at the same rate shall be payable by him.

PRADHAN HOMES  
Beethon  
PARTNER

PRADHAN H...  
PARTNER

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PARTNER  
PRADHAN H...  
PARTNER

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06. Remuneration of Partners

That it is agreed by and between the parties hereto that party of first, second, third and fourth part shall be working partner and shall devote their time and attention in the conduct of the affairs of the partnership business, as the circumstances and business needs may require. The 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
ii. On the book profit exceeding Rs. 75,000/- 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. 75,000/-
iii. On the book profit exceeding Rs. 1,50,000/- for the year	The amount as calculated as per clause (i) and (ii) above plus 40% of the excess over Rs. 1,50,000/-.

PRADHAN HOMES  
Partner

PRADHAN HOMES  
Partner

PRADHAN HOMES  
Partner

PRADHAN HOMES  
Partner





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Explanation :- For the purposes of this clause the expression Book Profit shall mean the Book Profit as defined in Sec. 40 (b) of income Tax Act, 1961 or any statutory modification or re-enactment thereof for the time being in force.

The remuneration calculated above shall be divided amongst all working partners as under:

i.	Shri Pranav Pradhan	25%
ii.	Shri Shivnav Pradhan	25%
iii.	Shri Abhinav Pradhan	25%
iv.	Shri Shailendra Pradhan	25%

The remuneration payable to the working partner as calculated above shall be credited to his account on ascertainment of the Book Profit.

PRADHAN HOMES  
PARTNER

PRADHAN HOMES

PARTNER

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PARTNER

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07. The partners shall be entitled to modify and add the terms relating to interest and remuneration payable to partners or any other terms which partners may mutually decide by executing, a supplementary deed or by recording in minutes book signed by all the partners, any such deed or recording when executed/recorded shall have a effect unless otherwise provided, from the first day of accounting year in which such supplementary deed or recording is executed/recorded and the same shall from part of this deed of partnership.

08. That Net Profit/Loss after deducting all expenses, interest and remuneration payable to partners shall be shared among the partners as follows :

Party of first part	25%
Party of Second party	25%
Party of Third Part	25%
Party of Fourth part	25%

PRADHAN HOMES  
PARTNER

PRADHAN HOMES  
PARTNER

PRADHAN HOMES  
PARTNER

PRADHAN HOMES  
PARTNER

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09. That the proper books of account shall be kept and maintained under the supervision of all the partners and all the partners shall at all reasonable hours be entitled to have access there to as also to take such extracts there from as may deem fit.
10. That the Bank account in the name of firm shall be operated by the joint signature of the any of the two partners.
11. That if any partner during the continuance of this partnership die his legal heir or heirs shall have the option to come in as partner in place of deceased partner.

PRADHAN HOMES  
*Rachon*  
 PARTNER

PRADHAN HOMES  
*[Signature]*  
 PARTNER

PRADHAN HOMES  
*[Signature]*  
 PARTNER  
 PRADHAN HC  
*[Signature]*  
 PARTNER

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12. That financial year shall be the accounting year of the firm. As soon as convenient thereafter the accounts of the firm shall be made up, the profit or losses of the firm for the year shall be ascertained and same shall respective shared as mentioned in clause 8 above.
13. That the duration of this partnership shall be AT WILL.
14. That none of the parties of this deed shall pledge assign or transfer her share of interest to anybody else without consent of all the rest of the partners.
15. That the firm or other partners shall not be responsible for the personal debts of any of the partners.
16. That the major decision in respect of conduct of partnership business shall be taken by the mutual consent of the partners.

PRADHAN HOMES

*Pradhan*  
PARTNER

*Pradhan*  
PARTNER

*Pradhan*  
PARTNER

Contd.....10.

*Pradhan*  
PARTNER





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17. In case of difference of opinion or dispute amongst the partners the matter may be referred to the arbitrator as mutually decided by the partners. The decision of arbitrator shall be binding on the partners.

SUBJECT to and without prejudice to forgoing present provisions of Indian partnership Act, 1932 shall be applicable in all matters not expressly provided for.

IN WITNESSES WHEREOF, We the above named parties have set our hands at Bhopal on the day and year first above written.

**WITNESSES :** *Santosh*

1. संतोष उम्र 31  
श्री हिरालाल शाहपुरावादी

2. *Shivaji* जितेंद्र कुमार  
द्विपदी उम्र 30 वर्ष

*Pradhan* पिता श्री. रंजी द्विवेदी  
G/137 2 वेला कामप्लेक्स भरत  
नगर शाहपुरा भोपाल

**EXECUTANTS**

1. Pranav Pradhan

2. Shivanav Pradhan

3. Abhinav Pradhan

4. Shailendra Pradhan