Ref. No.: ..... **Date:** .....

To,

MOU

Om Shri Radhakrushna Business Developers

Versus

Profit Partner/ Sleeping Partner/ Mr./ Mrs.

1, 2, 3 .....

.....

And

And All Others

Details of the Second Party

Aadhar Card Number:- .....

PAN Card Number:- .....

Bank Details:- .....

.....

Postal Address:- .....

.....

.....

Personal Phone Number:- .....

Optional Phone Number:- .....

Email ID:- .....

Nominee:- .....

Personal Phone Number:- .....

Optional Phone Number:- .....

Email ID:- .....

First Party -- Om Shri Radhakrushna Business Developers, which is registered in Uttarakhand. Its address is -- 78/148, Tilak Road, Near Sai Mandir, Dehradun -- 248001, and it has a branch office in Gujarat at Ahmedabad -- FF-5, Century Bazaar Complex, C.N. Circle, Near Centro Mall, Ambawadi, Ahmedabad -- 380006, Gujarat. Patel Narendrakumar Bhulabhai is its Director, and is hereinafter referred to as the Chief Partner.

Second Party -- Profit Partner/ Sleeping Partner/ Mr./ Mrs.

1, 2, 3, ...

.....

Address:- .....

.....

.....

The First Party has a project currently running under the name **Bombay to Badrinath**, which is a pilot project of Gau Samman Trust to honour and serve a total of 12 lakh cows from 8 states, to be completed within five years. It has been entrusted for this purpose to Om Shri Radhakrushna Business Developers. Its concept designer and project manager is Narendrabhai, who is managing it.

The Second Party is investing their funds in this Bombay -- to -- Badrinath project. The following points have been mutually agreed upon between them, which are acceptable to both parties, and shall remain so in future as well.

1. The role of Profit Partner/ Sleeping Partner by the Second Party is acceptable, and they are a partner only in profit. **They have nothing to do with any loss**.

2. The Second Party shall receive the first **18%** annual profit of the total forthcoming profit, in advance on a quarterly basis, which shall be received as an advance **within ten days from the date of investment** for seven (**7**) years. And after completion of the seven-year term, the invested principal shall be received back in full.

3. As part of the security, the First Party has issued a post-dated cheque for the invested amount, which has been received by the Second Party. And after completion of the seven-year term, they can deposit it into their own bank account and receive the money back.

4A. The First Party shall deposit the three-month advance profit into the bank account provided by the Second Party, and that too within the first ten days of every quarter. And if the First Party commits any default in doing so, the full amount shall be refunded on the eleventh day, which the First Party has accepted. The Second Party guarantees to remain in this project for 7 years. **Before that, they shall not be entitled to demand a refund of their money.**

OR

4B. The Second Party agrees to take their profit / interest at the end of 7 years, and therefore shall not take quarterly profit. In exchange, for every Rs. 1,00,000/- (one lakh) invested, they shall accept an additional Rs. 50,000/- (fifty thousand); that is, at maturity they shall receive a total of Rs. 2,76,000/- (two lakh seventy-six thousand) in exchange for every Rs. 1,00,000/- invested.

5. The First Party guarantees to provide regular advance profit, and **guarantees to also refund the entire amount upon completion of the seven-year term**.

6. The Second Party shall remain in the role of Sleeping Partner in profit only for a period of seven years. After completion of the seven-year term, they shall automatically separate from the partnership. **After receiving their principal back, the Second Party shall have no right of any kind**.

7. All administrative decisions of the First Party are acceptable to the Second Party, and **the Second Party shall not be entitled to interfere in them in any way**.

8. The First Party has the full right to admit new partners, retire old ones, or remove anyone from the partnership. By refunding the amount invested by a partner midway, **the First Party also has the special right to remove them from the partnership**.

9. **After the Sleeping Partner / Profit Partner receives the first 18% of profit, the First Party alone shall have the right over whatever balance profit remains, and over all movable and immovable assets of the company. The Second Party shall not be entitled to create any interference whatsoever in this, and has no right to do so. And they shall not be entitled to pursue any court proceedings in this regard.**

10. In unavoidable circumstances such as war, a disease like COVID, natural calamities like earthquakes, or a curfew or shutdown declared for more than one month by the bank or the Central or State Government, no share of profit shall be payable for that period, and profit shall resume once work restarts. And both parties mutually agree to calculate the term by adding that period.

11. By the Second Party, as of today, date ....., day ....., via Cheque No./RTGS/NEFT/G Pay/Electronic Transfer, Rs. ..... (in words Rs. .....) has been / is to be received.

12. As part of the security, a security cheque number ..... has been received. **The First Party does not accept cash amount under any circumstances.**

The above terms are agreed and accepted by both parties, and shall be binding on all their heirs and nominees.

Name of First Party:-

.....

Signature:- .....

Name of Second Party:-

.....

Signature:- .....

Date:- .....