

ಆಂಧ್ರ್ರವೆ§ आन्ध्र प्रदेश ANDHRA PRADESH

Licensed Stamp Vendor
Licensed Stamp Vendor
LNo. 15-27-005/2016, R.I. No. 15-27-001/2013
RZO. H. No. 8-5-52/1, Karmanghat (V),
Saroormgar (M), R.R. Dist-500 079.

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PARTNER SHIP DEED

THES DEED OF PARTNERSHIP IS MADE AND EXECUTED ON THIS THE 8th DAY OF APRIL 2013 BY AND BETWEEN:

Sri. Thammisetty Subrahmanyam S/o Sri. T. Subbaiah aged about 32 years, Occ: Business, R/o Plot No. 53, Road No. 10/B, H.No. 2-4-681, New Nagole, Nagole, Hyderabad-68, party of the first part, hereinafter referred to as the FIRST PARTNER and which term shall mean and include all her legal heirs, representatives, administrators and assigns.

AND

Smt. T Shiva Kumari W/o Sri. T. Subrahmanyam aged about 28 years, Occ: Business, R/o Plot No. 53, Road No. 10/B, H.No. 2-4-681, New Nagole, Nagole, Hyderabad-68,

party of the second part, hereinafter referred to as the SECOND PARTNER and which term shall mean and include all his legal heirs, representatives, administrators and assigns.

WHEREAS the parties of the first and second parts referred to above have joined together and expressed their desire to form into a partnership with an intention to carry on the business of Constructions, Developers, Builders and Civil Contractors and other related activities under the name and style of "HARIKA CONSTRUCTIONS & DEVELOPERS", under certain terms and conditions mutually agreed among themselves.

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AND WHEREAS, they are desirous of reducing the terms and conditions of the partnership into writing in order to avoid future misunderstandings and disputes if any.

NG W THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:

- 1. The name of the partnership shall be "HARIKA CONSTRUCTIONS & DEVELOPERS".
- 2. The place of business of the partnership shall be at Plot No. 53, Road No. 10/B, H.No. 2-4-681, New Nagole, Nagole, Hyderabad-68, and / or at any other place or places as mutually agreed among the partners from time to time.
- 3. The partnership shall be "AT WILL".
- The nature of the business of the partnership shall be that of the running of the aforesaid business and or any other business or businesses as may mutually be decided from time to time among the partners.
- The partnership shall open account or accounts with any bank or banks in the name of the firm and the same shall be operated by the part of the first partner as mutually decided by them from time to time.

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- 6. That Partnership shall be entitled to hypothecate, mortgage or pledge in the Business of the partnership business for any arrangement of cash credit, overdraft of loan accounts and to arrange for bill discounting, bill purchases etc., with any bank or banks or any other parties on such terms and conditions as may be mutually agreed upon amongst the parties and that all security and documents shall be signed by the part of the first partner.
- 7. The accounting year of the firm shall be the financial year ending with 31st March of every year.
- (a) The capital required for purpose of partnership business shall be contributed or arranged by the partners in such manner and at such times, as mutually agreed upon and further;
- (b) Interest at a rate not exceeding 12% per annum or such other rates as may be mutually agreed to shall be payable to the partners on the amount standing to the credit of the capital account of the partners.
- (c) The partners shall be at liberty to increase or reduce the above rate of interest from time to time in the case of any loss or less than minimum profits.

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Part of the First partner shall be the Managing partner and as they have agreed to actively devote their time and attention to the business of partnership, it is hereby agreed that in consideration of this agreement to actively devote their time and attention to the business of partnership they shall be entitled to draw yearly remuneration as under and which is more clearly defined under section 40 b (v) under the Income Tax Act.:-

(i) The yearly remuneration payable to the first partner shall be calculated as a percentage of the book profits for each accounting year in the following manner and the same shall be subject to a maximum remuneration of Rs. 50,000 per month each.

i. If the book profit is negative

Rs. 1,50,000

ii. If the book profit is positive;On the first Rs. 3.00 lakhs of book profit

Rs. 1,50,000 or 90% of the book profit whichever is more.

On the balance of the book profit

60% of the book profit.

(ii) For the purpose of the above calculation the book profit shall be calculated on the basis of book profits as shown by the book and computed as provided in section 28 to 44D (Chapter IV-D) of the Income Tax Act without deducting the remuneration paid or payable to the partner for the relevant accounting year.

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- 10. The partners shall be entitled to modify the above terms relating to remuneration, interest etc, payable to the partners by executing a supplementary deed and such deed when executed, shall have effect, unless otherwise provided, from the first day of the accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.
- 11. The proper book of accounts as are usual in the similar line of activities shall be maintained by the firm and shall be open for inspection by any partner at any reasonable time. The books of Accounts shall be kept maintained at the business premises or at any other place if the partners so decide in this regard.
- 2. That the net profit or loss as per the books of accounts of the firm after deduction of all expenses of the business as well as interest and remuneration payable / paid to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners shall be decided and distributed among the partners equally.
- 13. That every partner shall have the right to retire from the partnership business during the continuance of the partnership and he/she can exercise this right by giving three calendar months prior notice to the other partner.
- That no partner shall without the previous consent in writing of the other partner, assign, transfer or mortgage his/her share or interest in the partnership or introduce any other person as partner with him therein.

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- 15. In case of any dispute among the partners, the same shall be referred to an arbitrator or arbitrators and where the arbitrators are more than one, there shall be an umpire whose decision shall be binding on the parties hereto. For this purpose, the provisions of Indian Arbitration Act shall apply.
- 16. In all the others matters not touched by these presents the provisions of the Indian Partnership Act, 1932 shall apply.

IN WITNESS WHEREOF THE AFOREMENTIONED PARTIES HAVE SET THEIR RESPECTIVE HANDS TO THIS INSTRUMENT OF PARTNERSHIP ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE.

WITNESSES:-

1. Kisomalas 2. Charan

SIGNATURES OF THE PARTNERS

1. T. Subrahmanyam

2. T. Shiva Kumari