

## ම්පවු तेलंगाना TELANGANA

SINO 2589 Date 20/04/18 1: 1001-508 to M. Danines 5/0 W/a.D. Krishmamwithy Hyd For Whom Sahithi Builders SET RAMOJU SHOBHA

LICENCED STAMP VENDOR
LNo.15-27-26/2014, RLNo.15-27-017/2017
7234, Block No.9, Jumpinya Mahanagas,
Mearpet, R.R.Dist. Cell: 7589046282

#### PARTNERSHIP DEED

This Deed of Partnership is made and executed on this 10 to day of May, 2018.

By and between:-

- SRI.M.SRINIVAS RAO S/O. KRISHNA MURTHY, aged about 46 years, Occu: Business R/o. Plot No.121, Vasavi Colony, Ashtalaxmi Temple South Road, Kothapet, Saroornagar, Hyderabad.
- 2) SRI. K.SHIVA SHANKAR S/O. LAXMI NARSAIAH, aged about 39 years, Occu: Business, R/o. H.No.3-11-246, Flat No.103, Sairam Heavens, SIRIS Road, L.B.Nagar, Hyderabad-500074.

[Hereinafter called the PARTNERS OF THE FIRM, which expression wherever it occurs herein and the context so admits shall mean and include their heirs, executors, administrators, successors, legal representatives, and assignees.]

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LIGENCED STAMP VENDOR

LNa.15-27-25/2014 R.L.Na.15-27-917/2017

9234, Block No. J. Janeschys Mahanagar,
Meerpet, R.R.Dist, Cell: 7569046282

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WHEREAS the partners 1 & 2 are carrying on business in civil construction works such as construction of multistoried buildings, residential and commercial complexes and having wide reputation in this field.

WHEREAS all the partners agreed to join with another and hereto have deemed if expedient to reduce the terms and conditions in to writing and are desirous of record the terms and conditions governing their relations inters.

NOW IT IS HEREBY AGREED AND BY AND BETWEEN PARTNERS HERE TO THAT THEY HAVE BECOME PARTNERS AND JOINED IN PARTNERSHIP UPON THE TERMS AND CONDITIONS HERE AFTER EXPRESSED.

### NOW THIS DEED WITNESSETH AS UNDER:-

### 1. NAME AND NATURE OF BUSINESS:-

The partnership business shall be that of construction of multistoried buildings, complexes, residential apartments and all types of constructions works and it shall be carried on in the name and style of "M/S. SAHITHI BUILDERS".

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SINO 2591 Date 2010/12 Rs 1001-Sold to M. Striniuas S/O.W/0.0/0 & Wichmamwithy Hyd or Whom Sahithi Builders SRI RAMOJU SHOBHA

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No.15-27-26-2914, R.L.No.15-27-017/2017
234, Block No.9 Jacops va Mahanagas, recepet, R.R.Dist. Cell: 7569046282

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### 2. COMMENCEMENT:-

#### 3. BUSINESS VENTURE AND PLACE:-

The business ventures or places shall be carried at any where may decide by all the partners.

#### 4. BUSINESS CARRYING PLACE:-

The partnership business shall be carried on at Plot No.40, A-Type, HUDA COLONY, Kothapet, Hyderabad or at such other place or places as all the partners may decide from time to time.

#### 5. DURATION:-

The duration of the partnership business shall be continuing for the period at the will of all the partners.

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Shoble 270297 SRI RAMOJU SHOBHA

LNo.15-27-26/2814, 8.L No.15-27-017/2017 9234, Block No.9, Januarriya Mahanagar, Meerpet, R.R.Dist, Coll. 7569046282

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#### 6. CAPITAL:-

The capital of the partnership business as and when considered to be necessary and expedient for the purpose of carrying on business of partnership shall be contributed by the partners shall be divided as,

I. SRI. M. SRINIVAS

-54% of the capital amount

2. SRI.K.SHIVA SHANKAR

-46% of the capital amount

TOTAL

100% of the capital amount

SHARE:- The profit and / or loss of the partnership business after the
payment of all expenses or other outgoing including the capital profit and / or
loss if any of the partnership firm shall be divided as,

1. SRI. M. SRINIVAS

-54% of the capital amount

2. SRI.K.SHIVA SHANKAR

-46% of the capital amount

TOTAL

100% of the capital amount

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SI NO 2592 Date 20/04/15 Rs 100/-

Sold to M- Stiniuas

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# SRI RAMOJU SHOBHA

No.15-27-26/2011, R.I. No.15-27-017/2017 1234, Block No. 9, Janaportya Mahanagas,

- 8. BORROWINGS:- The partners of the firm may barrow from time to time after taking consent from the other partners from persons, firms, companies, banks, such money as may be required for the purpose of the business work at the maximum rate of interest 24% per annum.
- ACCOUNTS:- The books of accounts of the partnership business shall be kept in the safe custody of the partner 1[one] AND 2(two).
- 10. FINAL ACCOUNTS:- At the end of the each and every business venture an account will be taken of all the assets and liabilities and of all the profits and losses of the partnership for the year and the same shall be entered in the books of the accounts which shall be signed by all the partners.
- SALARY AND BONUS:-The partners one and two of the firm will be allowed salary @Rs.20,000/-[Rupees Twenty Thousand Only] per month.

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## 12. STIPULATIONS: EACH PARTNER SHALL:

 Punctually pay his separate debts and indemnify the other partner and the assets of the firm against the same and all expenses of account thereof.

Forthwith pay all money, cheque and negotiable instruments received him on account of the venture into the bank account of the firm.

 Render proper explanations of all matters relating to the affairs of the partnership and offer every assistance in his powers in carrying on business for mutual advantage of all the partners.

4. Be just and loyal to the firm and to the partner in all transactions relating to the venture and shall at times give to the venture a just and proper explanation and account of the same without any concealment of or suppression of and shall furnish on request a full and correct explanation.

- 13. BANK ACCOUNTS: The Bank Account of the partnership business shall be with any such nationalized bank or banks as all the partners may from time to time, agree upon the same shall be operated JOINTLY by the aforesaid partner one SRI. M.SRINIVAS and two K.SHIVA SHANKAR here to as mutually agreed upon.
- 14. <u>STIPULATIONS:-</u> No individual partner of the venture shall without the consent in writing of the partner be entitled to:
  - A] Admit any liability in a suit or proceedings against the venture.
  - B] Compromise or relinquish any claim or portion of a claim by the venture.
  - Cl Transfer immovable property belonging to the firm.
  - Lend to any outsider any money belonging to the firm.
  - Take a lease or acquire immovable property on behalf of the venture.
  - F] Appoint any employee in or dismiss any employee of the venture.
  - G] Operate bank account on behalf of the venture in his own name.
  - H] Have dealings or give credit on behalf of the venture to any person or business house that other partner has decided not to deal with and trust.
  - Assign, mortgage, or charge his share of interest in the venture wholly or in part to any outside.
  - J] That the any partner who purchases any material or materials for partnership business shall purchase the same with the consent and knowledge of the other partners.
  - K] That no partner shall without previous consent in writing of the other partner assign, transfer, or mortgage the share or interest to in the partnership or introduce any person as a partner with him therein except that any person may introduce a son or grandson in to the firm and assign the whole or any part his share.

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Any partner coming any breach of any of the foregoing stipulations indemnify the venture and / or other partner from all losses and expenses respect.

- 15 NOTICE: Any notice hereby authorized to be given to any of the partners sufficiently given by leaving the same addressed to him at the venture or by sending the same by registered post to his unusual or last known address.
- 16 <u>DISSOLUTION</u>: On dissolution of the partnership a full and general account shall be taken of all money, debts, and assets that belonging or due to the partnership including capital, such account shall be made up within reasonable time and the amount payable to each partner shall be paid to him.
- ARBITRATION:- If any disputes arise between the partners hereto in respect of the conduct of the business of partnership of enforcement of any of the terms and conditions of the deed in respect of any other matter caused to things whatsoever to here in otherwise provided for adjudication to the Arbitration Act, 1940 or any statutory amendment or modification of re-enactment thereon for the time being in force whose decision shall be binding on the parties and their legal representatives.
- 18 ALTERATIONS [OR] ADDITIONS OF ANY CLAUSE OF THIS PARTNERSHIP DEED:- Not withstanding anything stated or provided herein the partners shall have full pop were and discretion to modify after or vary the terms and conditions of the partnership deed in any manner think fit by mutual consent which shall be reduced to writing shall become appendage and part of this deed.

#### 19 GENERAL:-

- A] Indian partnership Act shall govern that in all respects additional than those provided from here in this partnership.
- B] That the simple interest @24% per annum on such excess capital contribution or deposits or advances shall be credited to his personal account on the last day of completion of business before division of profits is made and such excess capital contribution or deposits shall be debited on the partnership business which shall be payable on demand with interest due upon the date of the demand.
- C] That all the partners shall take active part in the carrying on the business venture and each partner shall act for the common benefit.
- D] That the death, lunacy, insolvency of retirement of any partners shall not dissolve the partner and shall not dissolve the partnership business and that the remaining partners shall be carrying on the same to the greatest common advantage.
- E] If any of the partner willing to retire from the partnership venture suddenly or middle of the business, the simple interest @30% per annum shall be calculate on his capital from the date of investment to retirement date and release him at any time.
- F] That all the dispute and questioning in connection of the partnership or between the partners or one of them and the legal representatives and where during the continuation of the partnership or at any afterwards shall be referred to the arbitration.

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- G] That the any partner who purchases any material or materials for partnership business shall purchase the same with the consent and knowledge of the other partner.
- H] That no partner shall without previous consent in writing of the other partner assign, transfer, or mortgage the share or interest to in the partnership or introduce any person as a partner with him therein except that any person may introduce a son or grandson in to the firm and assign the whole or any part his share.

IN WITNESS WHEREOF the parties hereto hereunto set and subscribed their respective hands and day and year first herein above written.

#### WITNESSES:-

(H-NO-3-11-412/103 LB Nagew-Hyd-74)

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K.VENKAT REDDY \$10 Gopal Roddy 19-120/1. Vlasavi Nagar-Nakrekul 9866228298. I. (M.SRINIVAS RAO)

2. R. Shire gunter

[K.SHIVA SHANKAR]