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## PARTNERSHIP DEED

This Deed of Partnership is made on this 04th day of September, 2018 by and between:-

- 1. **SHAKHAMURI AMARLINGESHWAR RAO**, S/o. Late Challaiah, aged 47 years, R/o H.No. 1-7-953, Ekashila Housing Society, Hunter Road, Hanamkonda, Warangal Urban district, hereinafter called the 1st partner
- 2. **SHAKHAMURI PADMAJA**, W/o. Amarlingeshwar Rao, aged 43 years, R/o H.No. 1-7-953, Ekashila Housing Society, Hunter Road, Hanamkonda, Warangal Urban District, hereinafter called the 2nd partner

Whereas the two partners named above have formed into a partnership as on 04.09.2018 to carry on business in purchase, sale of land and plots, development of land and plots, Construction of Apartments & Houses under the name and style of **PRAGATHI DEVELOPERS**, with office at H. No. 1-7-953, Ekashila Housing Society, Hunter Road, Hanamkonda, Warangal Urban District.

Whereas the two partners named above have decided to reduce to writing the terms and conditions of partnership orally agreed upon lest there might be any misunderstandings among them in future.

## NOW THIS DEED OF PARTNERSHIP WITNESSETH AND HEREBY DECLARES AS UNDER:-

- 1. The name of the partnership shall be **PRAGATHI DEVELOPERS**.
- The place of business shall be at 1-7-953, Ekashila Housing Society, Hunter Road, Hanamkonda, Warangal Urban District, and at such other place/s as the partners may decide from time to time.
- 3. The objects of the partnership shall be to do business in purchase, sale of land and plots, Development of land and plots, Construction of Apartments & Houses and / or to do such other business/es as the partners may decide from time to time.
- 4. The partnership has come into existence as and from 04.09.2018.
- 5. The capital required for the partnership shall be contributed by all the partners in mutually agreed ratios.

1. J - AM -

2. s. padmaja

6. The partners shall have the following shares in the profits and losses of the partnership business (including profits and losses of a capital nature)

S.No. Name of the partner share in Profits & Losses

S.No. Name of the partner

S. Amarlingeshwar Rao
S. Padmaja

Total

Share in Profits & Los

75%

25%

Total

- 7. The divisible profits or losses in the business shall be credited or debited to the accounts of the partners in accordance with the shares mentioned above.
- 8. The accounts of the partnership shall be maintained in the manner usual for similar business and they may be looked into by all the partners at any time during business hours.
- The divisible profits or losses shall be arrived at after providing for interest on capitals
  of partners and remuneration payable to the working partners as hereinafter mentioned
  along with other business expenditure.
- The accounts of the partnership shall be closed to profit and loss account as on March every year.
- 11 (a) The partners shall be eligible for interest at the rate of 12% p.a. or at the maximum rate that may be notified u/s 40(b) of the Income tax Act, 1961, or any other applicable provision that may come into force from time to time in this regard on the balances standing to their credit. The partner having any debit balance shall pay to the partnership interest at the above rate.
  - (b) The partners are at liberty to increase or reduce the above rate of interest from time to time.
  - (c) The interest and remuneration credited to the accounts of the partners shall be treated as further contribution of capital and shall be eligible for interest at the above rate in the subsequent year.
- 12. All the partners shall consult with each other in respect of all important matters relating to the partnership business.

1. AML

2. S. Padmoja

- 13. The first partner shall be the managing partner actively engaged in the day-to-day conduct of the partnership business and is authorized to sign / execute all the papers, documents, correspondence, purchase, sales, etc. on behalf of the partnership firm. He is empowered to do all or anything in the interest of the partnership firm for furthering the partnership business.
  - 14. Both the partners shall be working partners of the partnership and shall be entitled to remuneration as follows:

(a) On the first Rs. 3,00,000/- of the book profit or in case of a loss

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

(b) on the balance of the book profit

at the rate of 60%

- 15. The above annual remuneration payable to the above partners shall be calculated at the time of finalization of the accounts of the partnership and shall be credited to the accounts of the above partners as on the last day of the accounting period.
- 16. The partners by mutual consent shall be entitled to increase or reduce the above remuneration.
- 17. The partners may withdraw amounts from the partnership which shall be treated as having been withdrawn from out of interest on capital, remuneration and share of profit accrued to them during the year.
- 18. The partners are at liberty to obtain loans from banks, financial institutions and others for the smooth conduct of the partnership business and for this purpose they are authorised collectively to assign, hypothecate or mortgage their right, title and interest in or to the movable and immovable properties of the partnership business with any banking or other financial institution. All such loans shall be credited in the books of the partnership and all the partners shall be jointly and severally responsible for the discharge of all such loans.
- 19. One or more accounts with one or more banks may be opened in the name of the partnership firm. Such account/s shall be operated with the individual signature of 1st partner named above.
- 20. The partners may create any reserve/s to meet any unforeseen future contingencies or liabilities, the quantum of which shall be decided by the partners from time to time.
- 21. The term of the partnership shall be "AT WILL".

1 Ant

2. S. Padmaja

- In any matter not provided for in this deed, the general provisions relating to the Law of partnership as applicable to Telangana shall apply.
- 23. Any additions, deletions, alterations or modifications to the terms and conditions now agreed upon shall be reduced to writing on a stamp paper which shall form part and parcel of this original deed of partnership taking effect from the date mentioned therein.

This deed of partnership is executed with free will and true consent of all the partners and in witnesseth whereof we, the two partners named above have affixed our signatures hereunder on this 04th day of September, 2018.

## **SIGNATURE OF WITNESSES:**

1. Bijkushoz 2. M. Satyandrayana

1. J. Ann 2. S. Padmoja