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LEELA G. CHIMALGI

STAMP VENDOR No 02/2006

5-4-76/A, Cellar, Raniguni SECUNDERABAD-500 003

THIS PARTNERSHIP DEED is made and executed at Secunderabad on 30th day of October \$2006 by and between:

- 1. SRI B. ANAND KUMAR, SON OF B. N. RAMULU, aged about 39 years, residing at H. No. 10. Venkateshwara Nagar, Moula -Ali, Hyderabad - 40, (hereinafter referred to as FIRST PARTNER
- 2. SRI NAREDDY KIRAN KUMAR, SON OF MADHUSUDHAN REDDY, aged about 34 years, residing at Plot No. 275, Venakateshwara Nagar, Meerpet, Moula -Ali, Hyderabad-40, (hereinafter referred to as SECOND PARTNER
- § 3. SRI. M. KANTHA RAO, SON OF M. LAXMAN RAO, aged about 38 years, residing at Plot No. 152, Vivekanada Nagar Colony, Kukatpally, Hyderabad. (hereinafter referred to as THIRD PARTNER).
- § 4. SRI. VALUVA RAMESH, SON OF BALESHWARAIAH, aged about 37 years, residing at 40-280, Jawahar Nagar East, Moulali, Hyderabad, (hereinafter referred to as FOURTH PARTNER).

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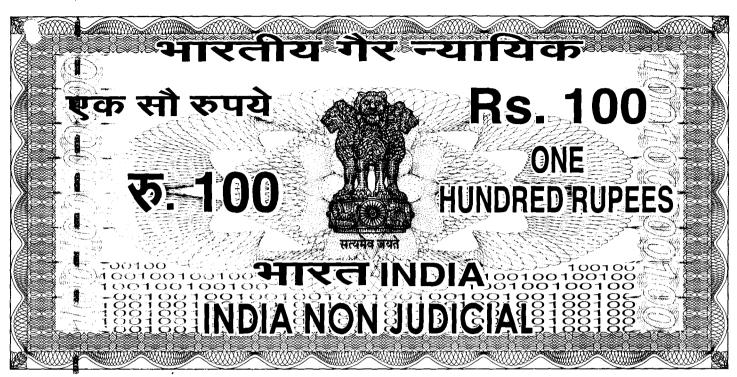
SRINIVAS
No. 26/98, R.No. 39/200.
City Civil Court,
SECUNDERABAD

WHEREAS:

- 1. Shri B. Anand Kumar, Shri Nareddy Kiran Kumar and Shri M. Kantha Rao along with one Shri K. Kantha Reddy were carrying on partnership business under the name and style of M/s. Bhargavi Developers under a partnership and their relations inter-se and terms of conditions of partnership business were governed and evidenced in a Partnership deed dated 30th July, 2004.
- 2. Shri K. Kantha Reddy has retired from the above named partnership firm w.e.f 30.10.2006 under a deed of Retirement Deed dated 30th day October, 2006.
- 3. Shri B. Anand Kumar, Shri Nareddy Kiran Kumar and Shri M. Kantha Rao have agreed to take Shri Valuva Ramesh as partner (the fourth partner herein) to continue the partnership business as a going concern by taking over all the assets and liabilities.
- 4. The parties hereto have agreed to certain terms and conditions governing the partnership business and the relations inter-se and are desirous of recording the same into writing

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LEELA G. CHIMALGI

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No 02/2006

5-4-76/A, Cellar, Renigun FECUNDERABAD-500 003 ED WITNESSETH AS FOLLOWS:

. The business of the firm shall be carried on in the style of "BHARGAVI DEVELOPERS".

- 1. This partnership has commenced from ____.10.2006.
- The Principal Office of the firm shall be at G-2, Kalyan Enclave, Kamalanagar, ECIL, Hyderabad 500 062. The firm may do business at such other places as the partners may decide.
- 4. The nature of the business of the firm shall be to do the business of real estate developers, managers, underwriters, retailers, advisors etc., and/or any such other business (s) that may be mutually agreed upon.
- The parties hereto shall contribute the capital by mutual agreement from time to time and such capital shall be eligible for interest at the rate of 12% per annum or at such other rate as may be prescribed under the Income Tax Act.
- 6. The partnership may borrow money from outside for the partnership business including borrowals from the banks and financial institutions and such borrowals shall be made with the consent of all the partners.

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The FIRST PARTNER Mr. B. Anand Kumar shall be the Managing Partner overall in charge for smooth running of the firm, and is authorized to apply and obtain necessary sanctions from all concerned authorities like HUDA, Municipality/Municipal Corporation of Hyderabad, A. P. Transco (Electricity Department), Water and Drainage Department (HMWS &SB), Income Tax Departments etc., in connection with the business of the firm.

The Agreements of Sale, Sale Deeds and other conveyance deeds that are required to be executed and registered in the course of business shall be executed by the Managing Partner It has been mutually agreed by the partners that the selling rate and the terms and conditions of sale in the course of business shall be determined solely by the Managing Partner.

The profits and losses of the firm shall be shared by the partners as under:

 1.
 B. Anand Kumar
 27%

 2.
 Narreddy Kiran Kumar
 20%

 3.
 M. Kanta Rao
 37%

 4.
 Valuva Ramesh
 16%

 Total
 100%

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No 02/2006

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10. All the partners are working partners and the following partners are entitled to remuneration as under:

Mr. B. Anand Kumar i)

Rs. 5,000/- p.m.

ii) Mr. N. Kiran Kumar Rs. 5,000/- p.m.

Mr. M. Kanta Rao iii)

Rs. 5,000/- p.m.

Mr. Valuva Ramesh iv)

Rs. 5,000/- p.m.

11. The regular books of accounts shall be maintained recording the day to day transactions and such books shall be closed to the profit and loss account on 31st March of every year. On that date the statement of assets and liabilities shall be drawn up and net profit and loss shall be determined and divided as per ratios mentioned above.

12. The Firm's Bank Accounts shall be operated by Mr. Anand Kumar jointly with any one of the three Partners i.e., Mr. N. Kiran Kumar, Mr. M. Kanta Rao and Mr. Valuva Ramesh and such accounts shall be operated to effect deposits and withdrawals by way of Cheques, Demand Drafts, Letters.

- 13. It has been mutually agreed that none of the partners without the written consent of other partner shall:
 - a) assign or charge his share in the assets of the firm.
 - b) lend money belonging to the firm.
 - c) except in the ordinary course of the business, dispose of by pledge, sale or otherwise, the assets of the firm.
 - d) release or compound any debt or claim owing to the firm.
 - e) execute any deed or stand surety for any person or act in any other manner whereby the property of the firm may be liable.
- 14. That each Partner shall at all times pay, discharge his separate and private debts whether future or present and always keep the partnership property and/or other partner free from all actions, claims, costs, proceedings and demands of whatsoever nature.
- 15. The partnership shall be at WILL.
- 16. Any of the Partner herein who intends to retire, must give one month notice to the other partners and the share of retiring partner will stand distributed among the continuing partners.
- 17. The Partnership shall not be dissolved on the death/retirement/insolvency of a partner and the estate of the deceased/outgoing/insolvent partners is not liable for any act of the firm after his death/retirement/insolvency. The legal representatives or heirs of the deceased partners shall not be entitled to interfere in the management of the affairs of the partnership but he/they shall be entitled to inspect the account books etc., for the purpose of ascertaining the share therein.
- 18. In case of death of any partner of the firm, the legal heirs of the said partners shall be offered and admitted to the partnership in the place of the deceased partner on the same terms and conditions. Further, in case the heir or heirs decide not to accept the offer to become the partner/partners, the remaining partners shall carry out the business of the firm.
- 19. In case of retirement the outgoing partners shall not carry out business similar to the business of the firm under the name and style which is similar to that of this firm for a period of five years from the date of retirement.
- 20. The Firm shall not admit any new partner without the consent of the existing partners.
- 21. The terms and conditions of this deed may be amended or cancelled and fresh terms and conditions may be introduced with mutual consent of all the partners in writing without recourse to a fresh deed of partnership.
- 22. All questions, doubts, or disputes between the partners in respect of the partnership or regarding the interpretation or enforcement of this deed shall be referred to the arbitration of a commonly agreed person and in case that is not possible, to a person agreed to by the disputing parties and on failure of such agreement to a panel of arbitrators upon which each disputing party nominates one arbitrator. The decision of the arbitrators shall be final and binding on all parties.

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23. For all other matters on which this deed does not contain any specific clause, the provisions of Indian Partnership Act will apply.

IN WITNESS WHEREOF, the partners hereto have signed and executed this partnership deed with their free will and consent on the date, month and year mentioned herein above, in the presence of the following witnesses:

WITNESSESS:

1.

FIRST PARTNER

2. SECOND PARTNER

3. THIRD PARTNER

4. FOURTH PARTNER