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PARTNERSHIP DEED

This Deed of Partnership is executed at Hyderabad on this the 21st day of June 2007 by and between:-

- Smt. P. Usha Sree, W/o. P. Surya Prakash, aged 42 years R/o. Municipal No. 12-2-417/36, Sharada Nagar, Kulsumpura Post, Hyderabad 500067 which expression shall mean and include their respective legal heirs, successors in interest, nominee or nominees, assignees etc.
- Sri V. S. Murthy, S/o. V. L. Narasimham, aged 70 years R/o. 2-2-18/18/4/31, Baghamberpet, Hyderabad 500013 which expression shall mean and include their respective legal heirs, successors in interest, nominee or nominees, assignees

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- 3) Sri T. Radha Krishna, S/o. Late Dr. T. Radha Krishna, aged 48 years R/o. Municipal No. 12-2-417/34 & 35, Sharada Nagar, Kulsumpura Post, Hyderabad 500067 which expression shall mean and include their respective legal heirs, successors in interest, nominee or nominees, assignces etc.
- 4) Sri Murali Mukkamala, S/o. M. Umamaheswara Rao aged 50 years R/o. H. No. 301, Jyothi Sowbhagya Apartments, Plot No. 61, Shantinagar, Hyderabad 500028 which expression shall mean and include their respective legal heirs, successors in interest, nominee or nominees, assignees etc.

WHEREAS the Parties hereto have agreed to start in Partnership a Promotional and Developmental Business in Real Estate situated at Survey Nos. 142 to 153 in Gagillapur Village, Quthbullapur Mandal, R. R. District on its own including Construction of Residential Complexes, Commercial Complexes etc.

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AND WHEREAS the parties desire that the Terms and Conditions so agreed upon hetween them be reduced into writing in order to avoid any doubts, disputes or ambiguities thereabout in future.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

 The Partnership shall be deemed to have commenced business from 21st Day of June 2007.

The Partnership Business shall be carried on under the Firm Name and Style of "UshaSree HOMES".

3. The Partnership Business shall be carried on at its principal place at at H. No. 301, Jyothi Sowbhagya Apartments, Plot No. 61, Shantinagar, Hyderabad – 500028, or any other premises in addition to or in substitution of the aforesaid premises to which the parties hereto may mutually agree from time to time.

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4. The business of the Partnership shall be that of Construction of Independent Houses / Row Houses / Residential / Commercial Complexes / Units in the Plots of Land situated at Survey Nos. 142 to 153 in Gagillapur Village, Quthbullapur Mandal, R. R. District which the parties hereto mutually agree to carry on.

5. The Partnership shall be a Partnership "AT WILL" and which shall be dissolved immediately after completion of this particular venture of Construction of Independent Houses / Row Houses / Commercial Complexes / Units situated at Survey Nos. 142 to 153 in Gagillapur Village, Quthbullapur Mandal, R. R. District.

6. Sri M. Murali on behalf of the Partnership Firm, has been authorized to enter into a Development cum Irrevocable General Power of Attorney Agreements with the Land Owners.

7. Capital of the Firm shall be such sum or sums as may be found credited in the Accounts of the Partners from time to time for which each Partner has contributed a sum of Rs. 1,000 on this day as initial Capital.

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8. Further funds for the Business may be contributed from time to time by the Partners according to the requirements of the Business.

9. It is specifically agreed between the parties hereto that any further funds, if required, for the purposes of the Firm, it shall be borrowed by Smt. P. Usha Sree, on behalf of the Firm, M/s. UshaSree HOMES from the Banks, Bankers and Financial Institutions or Commercial banks or from outsiders at a reasonable rate of interest which shall be charged to the Profit and Loss Account of the firm, with the express knowledge of the Partners.

10. The Capital 7 Funds contributed for the Business by the Partners shall carry Interest @ 12% per anum.

11. Smt. P. Usha Sree has agreed to work in the Partnership Firm as the Working Partner or appoint any of his Nominee or Nominees to render necessary services for the Business, whose decision in all matters of Construction and Sale of the Flats in the areas of Development shall be final and in consideration of which she is being remunerated for her services rendered, in addition to the share in Profits / Losses to which she is entitled to. The remuneration payable to the aforesaid

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working partner viz., Smt P. Usha Sree or her nominee or nominees will not exceed Rs. 6,00,000/- per anum as mutually agreed between the Partners.

12. The remuneration payable to the working partner or her nominee or nominees may be drawn by her either monthly or at such other intervals depending upon the discretion of the party who is entitled to the remuneration.

13. Regular Books of Accounts shall be maintained by the Partnership Firm and such Accounts shall be closed on 31st March of every year to ascertain the profits or losses of the Business. Such Books of Accounts shall not be removed from the place of Business without the consent of the other Partner. Each partner shall have free access to accounts at all times and shall be at liberty to make such copies as the partners may think fit. The Partners shall sign the Statement of Accounts prepared for its correctness every month.

14. The net profit or loss of the Partnership Business as per the Accounts maintained after deduction of all expenses relating to the Business of the Partnership including Rent, Salaries and other Establishment Expenses etc., as well as Interest and Remuneration payable to the Partners in accordance with this deed of Partnership, shall be divided and distributed among with the Partners on the close of the Accounting Year in the following proportion:

S.No.	Name of the Partner	Share of Profit / Loss
1.	Smt. P. Usha Srce	70%
2.	Sri V. S. Murthy	10%
3.	Sri T. Radha Krishna	10%
3. 4.	Sri M. Murali	10%

- 15. That none of the Partners without the written consent of the other partner shall
 - a. Assign, Mortgage or Charge his / her share in the Firms Assets or Profits.
 - b. Lend Money belonging to the Firm except in the ordinary course of Business or dispose of by pledge, sale or otherwise any part of the partnership property or profits.
- 16. That each Partner has entered into this Partnership in their individual capacity and
 - Carry on the business of the firm to the greatest common advantage.
 - b. Be just and faithful to the other Partner or Partners and shall render true and proper accounts and full information affecting the Business to the other Partner.
 - c. Pay his or her separate and private debts and shall indemnify other Partner or Partnership and the Partnership Assets against all proceedings, claims or demands in respect thereof.
 - d. Not utilize the Assets of the Firm for their Personal Benefits.
- 17. That the Bank Account or Accounts, Current / Savings Bank, Overdrafts, Fixed Deposits or any account shall be opened in the name of the Firm in Bank of Maharashtra, Khairatabad Branch, Hyderabad and the said account (s) shall be opened and operated by Smt. P. Usha Sree and / or Sri V. S. Murthy, on behalf of the Firm.

18. The Partnership shall not be dissolved on the Death or Retirement of any Partner and the Firm shall continue as a going concern with the remaining Partners with or without the legal heirs of the deceased partner till completion of the Business as per Clause 5 above.

19. In the event of death or retirement of any partner, no value shall be placed on the Goodwill of the Business as Partnership Asset and he will be only entitled to the balances standing in their account as increased or decreased by profits or losses respectively upto the date of death or retirement.

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- 20. The Partners shall be entitled to modify the above terms relating to share of profits / losses, remuneration, interest etc., payable to the Partners or in regard to continuance of the Partnership by executing a supplementary deed and any such deed when executed shall have effect unless otherwise provided, from the 1st day of accounting period in which such supplementary deed is executed and same shall form part of this Deed of Partnership.
- 21. In case of any dispute or difference between the parties hereto relating to any matter of partnership business shall be referred to an Arbitrator or Arbitrators and his or their award in the matter shall be acceptable to the parties hereto.
- 22. The provisions of Indian Partnership Act 1932 shall apply to this Firm except in so far as the provisions specifically mentioned above.
- 23. All or any of the provisions contained above shall be amended, modified, altered or cancelled as mutually agreed upon by parties hereto.

IN WITNESS whereof the parties have hereunto set their hands on the day, month and year mentioned herein above.

Witnesses:

Signed and Executed By

P. Luc Luc P. USHA SREE

T. RADHA KRISHNA

M. MURALI



Dated the_





ఆంధ్రప్రదేశ్ ప్రభుత్వము GOVERNMENT OF ANDHRA PRADESH

భర్ము లిజస్ట్రేషను స్వీకృత్ ACKNOWLEDGEMENT OF REGISTRATION OF FIRM

1932 భారత భాగస్వామ్య చట్టపు 58(1)వ విభాగముద్వారా నిర్ణయించబడిన వివరణ అందినట్లు ఆంధ్రప్రదేశ్ ఫర్ముల రిజిష్టారు ఇందుమూలముగా తెలుపుచున్నారు.

The Registrar of Firms, Andhra Pradesh hereby acknowledges the receipt of the statement prescribed by section 58(1) of the Indian Partnership Act. 1932.

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సంవత్సరపు	సంఖ్య గల ఫరు	్మగా రిజిష్టరులో నమోదు చేయబడినది.
The statement has been j	filed and the name of th	e firm "M/B.USHA SREE
HOMES" SHANT	HI NAGAR HYDERABA	J
has been entered in the 1	register of Firms as No	2279 of 2007 at
Hyderabad (A.P.)		
హైదరాబాదు (ఆం.స్ర.) Hyderabad (A.P.)	TY STATE OF FULL	ပုံ ပိုင်္က နယ်ပွဲစဲ ဝိချည်းထ REGISTRAR OF FIPMS
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