### ಆಂಧ್ರ್ಯವೆई आन्ध्र प्रदेश ANDHRA PRADESH

S.No: 21, , Date: 30/1/2014, Rs.100/-Sold to: L. RAMACHARYULU S/O, LATE, L. RAGHAVENDAR RAO Miaryala Kumar
Licensed Stamp Vendor
Licence No.15-16-033/2012
2-181, Ponnal (V),
Shamirpet (M), R.R. Dist.
Pin Code:500 078. Cell.No.9010570113

### PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is made and executed at Secunderabad on this the 31st day of January 2014 by and between:

Shri. Ketan C. Parekh S/o. Shri. Chandrakanth M. Parekh aged 44 years Occupation: Business, resident of H. No. 30, Luxura Greens, Opp. Kendriya Vidyalaya, New Bowenpally, Secunderabad – 500 011. (Hereinafter called the "FIRST PARTNER").

#### AND

Shri Sudhir U. Mehta, S/o. Late Shri. Uttamlal Mehta, aged about 57 years, Occupation: Business, resident of Plot No. 21, Ground Floor, Bapubagh Colony, P. G. Road, Secunderabad – 500 003 (Hereinafter called the "SECOND PARTNER").

#### WHEREAS:

For Whom: MODI ESTATES

A. Shri. Ketan C. Parekh and Shri. Sudhir U. Mehta were carrying on partnership business along with Shri. Soham Modi, M/s. Modi Properties & Investments Pvt Ltd and Shri. Gaurang Mody under the name and style of "M/s. Modi Estates" since 13.05.1996 and their relations inter-se and terms and conditions of partnership business were governed and evidenced by in the Partnership/Supplementary Partnership Deeds dated 13.05.1996, 15.01.2002, 01.04.2006, 19.08.2009, 19.12.2013 and Retirement Deeds dated 15.01.2002, 01.04.2006, 31.01.2014.

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S.No: 2-12, Date:30/1/2014, Rs.100/-Sold to: L. RAMACHARYULU S/O, LATE, L. RAGHAVENDAR RAO FOF Whom: MODI ESTATES

AH 017838

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B. Shri. Soham Modi, M/s. Modi Properties & Investments Pvt Ltd (represented by its Managing Director Shri. Soham Modi) and Shri. Gurang Mody have retired from the above named partnership firm w.e.f.31<sup>st</sup> January 2014 under a deed of Retirement dated 31.01.2014.

<sup>8</sup>C. The partners have agreed on certain terms and conditions to govern the partnership business and the relations inter-se and are desirous of reducing the same into writing.

#### NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

- 1. The business of the partnership firm shall be carried in the name and style as "Modi Estates" or any other name partners may mutually decide.
- 2. This new partnership shall be effective from 1st February 2014.
- 3. The Principal Office of the partnership firm shall be at Plot No.8, Road No.5, Nacharam Industrial Estate, C/o. Dilpreet Tubes, Hyderabad 500 067 and the same may be changed to any other place or places mutually agreed upon by the partners.
- 4. The nature of business of the firm shall be to do the business of real estate developers, builders, managers, underwriters, retailers, advisors etc., and/or any such other business that may be mutually agreed upon.

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### ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

S.No: 2/3, Date:30/1/2014, Rs.100/-

Sold to: L. RAMACHARYULU S/O, LATE, L. RAGHAVENDAR RAO

For Whom: MODI ESTATES

AH 017839

Maryala Kumar

Licensed Stamp Vendor

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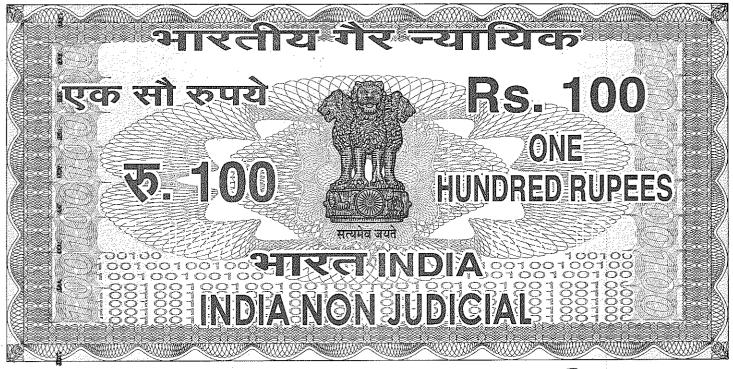
Pin Code:500 078. Cell.No.9010570113

-3-

- The partners hereto shall contribute the capital required for the partnership business in their Profit/Loss sharing ratio as given herein or in any other ratio as may be decided mutually from time to time.
- 6. That the partnership shall be entitled to hypothecate, mortgage, create charge on or otherwise encumber the assets of the firm or any part there of for borrowing any loans either by way of cash credit or overdraft from banks and financial institutions or any other agency either by itself or by any other firm or company and to give guarantee / guarantees in favour of the banks and financial institutions on such terms and conditions as may be mutually agreed upon by all the partners.
- The Second Partner (Shri. Sudhir U. Mehta) shall be the Managing Partner and over all incharge for smooth running of the firm and is authorized to apply and obtain necessary sanctions from all concerned authorities like HMDA, GHMC, AP Transco (Electricity Department), Water & Drainage Department (HMWS & SB), Income Tax, Central Excise Dept, Commercial Tax Departments, etc., in connection with the business of the firm.
- 8. The Partners hereto have agreed that the Agreements of Sale, Sale Deeds and other conveyance deeds, construction contracts/agreements, General and Specific Power of Attorneys etc. that are required to be executed and registered in the course of business shall be executed jointly by both the partners.

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X.S.M Jungh



## ಆಂಧ್ರವದೆ है आन्ध्र प्रदेश ANDHRA PRADESH

S.No: 214 , Date:30/1/2014, Rs.100/-

Sold to: L. RAMACHARYULU S/O, LATE, L. RAGHAVENDAR RAO

For Whom: MODI ESTATES

AH 017840 r√ala Kumar Licensed Stamp Vendor Licence No.15-16-033/2012 2-181, Ponnal (V). Shamirpet (M), R.R. Dist. Pin Code:500 078. Cell.No.9010570113

The Profit & Loss of the firm shall be shared and borne between the partners as under:

a) First Partner

- Shri. Ketan C. Parekh

- 50% (Fifty Per cent)

b) Second Partner

- Shri, Sudhir U. Mehta

- 50% (Fifty Per cent)

- 10. The regular books of accounts shall be maintained by the partners herein recording the day to day transactions and such books shall be closed on 31st March of every year. On the 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.
- 11. The firm's bank accounts shall be operated jointly by both the partners or subject to any instructions as may be given to the bankers from time to time by the firm under the signatures of all the partners.
- 12. 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.

Release or compound any debt or claim owing to the firm. d)

Execute any deed or stand surety for any person or act in any other manner whereby the property of the firm may be liable.

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S.No: 215, Date:30/1/2014, Rs.100/-

Sold to: L. RAMACHARYULU S/O, LATE, L. RAGHAVENDAR RAO

For Whom: MODI ESTATES

Maryala Kumar
Licensed Stamp Vendor
Licence No.15-16-033/2012
2-181, Ponnal (V),
Shamirpet (M), P. S.

Shamirpet (M), R.R. Dist. Pin Code:500 078. Cell.No.9010570113

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13. 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.

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14. The Partnership shall be at WILL.

15. Any of the Partner herein who intends to retire, must give three months notice to the other partners and the share of retiring partner will stand distributed among the continuing partners.

16. With the mutual consent of all the partners, new partners can be admitted in partnership and such new partners will share their percentage of profit and loss through which he is inducted as a partner.

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.

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- 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 on the business of the firm and the share of such outgoing partner shall be settled to their legal heirs.
- 19. 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.
- 20. 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:

WITNESSES:

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(Sudhir U. Mehta) (Second Partner)

(Ketan C. Parekh) (First Partner)