

ఆంధ్రప్రదేశ్ల్ आन्ध प्रदेश ANDHRA PRADESH

SI.No. 7607 Dt: 25-05-2013

Name: MAHENDER

S/8: MALLESH

Fol Whom: Modi Trading Corporation

A. DINESH

AY 207326

LICENSED STAMP VENDOR
L.No.15-07-041/2007
RL.No.15-07-015/2013
H.No.7-65/3, Shankar Nagar,
Peerjadiguda (V), Ghatkesar (M),
R.R. Dist. PIN-500 039.
Celf.No:9052571732

PARTNERSHIP DEED

This Deed of Partnership is made and executed on the 25th day of May, 2013 by and between:

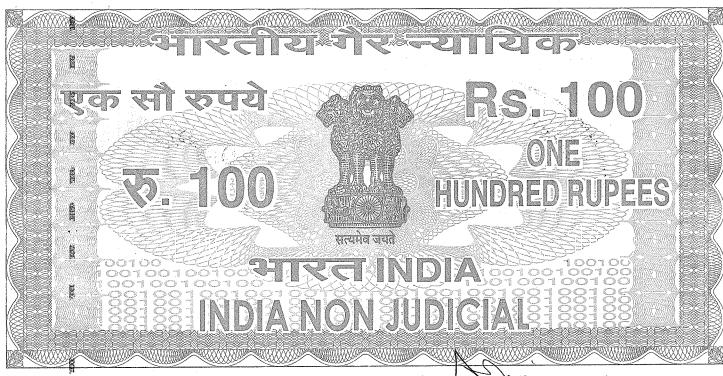
- 1. **Shri. Gaurang Mody** S/o. Shri. Jayantilal Mody aged 45 years, Occupation: Business, resident of Flat No.105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad 500 016 (hereinafter called the "FIRST PARTNER")
- 2. Mrs. Ajeeta Mody, W/o. Shri. Gaurang Mody aged 40 years, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad 500 016 (hereinafter called "SECOND PARTNER")

WHEREAS

- 1. The parties hereto are desirous of doing the business that of real estate developers, managers, advisors, underwriters, retailers, promoters of group housing scheme, etc., in partnership.
- 2. The parties hereto have agreed and joined together to do the business under the name and style of M/s. Mody Trading Corporation.
- 3. The said Partners herein are desirous of reducing the terms and conditions of the said Partnership in writing, therefore this Deed of Partnership is executed by the said partners on the following terms and conditions:

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SI.No. 7648 Dt: 25-05-2013

Name : <u>MAHENDER</u>

Sh: MALLESH

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Fer Whom: Modi Trading Corporation

LICENSED STAMP VENDOR L.No.15-07-041/2007 RLNo.15-07-015/2013 207327

H.No.7-65/3, Shankar Nagar, Peerjadiguda (V), Ghatkesar (M), R.R. Dist. PIM-500 039.

Ceil.No:9052571732

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

- 1. The name of the Partnership Firm shall be M/s. Mody Trading Corporation or any other name partners may mutually decide.
- 2. Partnership shall be with effect from 25th May, 2013.
- 3. The principal place of business of the partnership shall be at 5-4-187/3&4, Second floor, Soham Mansion, M.G. Road, Secunderabad- 500 003 and the same may be changed to any other place or places mutually agreed upon by the partners.
- 4. The nature of the business of the firm shall be to do the business of trading of constructed related material or any such other business (s) that may be mutually agreed upon.
- 5. The parties hereto in their Profit/Loss sharing ratio as given herein shall contribute the capital required for the partnership business or in any other ratio as may be decided mutually from time to time.
- 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 in writing.

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207328

Name: MAHENDER

SA: **MALLESH**

For Whom: Modi Trading Corporation

A. DINESH LICENSED STAMP VENDOR L.No.15-07-041/2007 RLNo.15-67-015/2013 H.No.7-65/3, Shankar Nagas, Peerjadiguda (V), Ghatkesar (N), R.R. Dist. PIN-500 039. Cell.No;9052571732

- 7. The FIRST PARTNER (Mr. Gaurang Mody) shall be the Managing Partner overall in charge for smooth running of the firm, and authorized to take decisions in connection with the business of the firm
- 8. The deeds that are required to be executed in the course of business shall be executed by the First 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 First Partner (Mr. Gaurang Mody).
- 9. The Profit & Loss of the firm shall be shared and borne between the partners as under:
 - a) First Partner

95%

b) Second Partner

5%

- 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 to the profit and loss account 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 shall open a bank account with any Bank which shall be operated by any one of the partners viz., Gaurang Mody or Ajeeta Mody 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.

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9750 Dt: 25-05-2013

Name: MAHENDER

S/B: MALLESH

For Whom: Modi Trading Corporation

LICENSED STAMP VENDOR L.No.15-07-041/2007 RL.No.15-07-015/2013 H.No.7-65/3, Shankar Nagar, Peerjedigude (V), Ghatkesar (M), R.R. Dist. PIN-500 039. Cell.No:9052571732

- 12. It has been mutually agreed that none of the partners without the written consent of other bartner 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.
- 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.
- 14. The Partnership shall be at WILL.

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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.

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Sl.No. 260 Dt: 25-05-2013

Name: <u>MAHENDER</u>

SD: MALLESH

L.No.15-07-041/2007 RL.No.15-07-015/2013 H.No.7-65/3, Shankar Nagar, Peerjadiguda (V), Ghatkesar (M), R.R. Dist. PIN-500 039. Ceff.No:9052571732

Fer Whom: Modi Trading Corporation

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- 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.
- 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. 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 becourse to a fresh deed of partnership.

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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:

M. Z. And Myspako 1. 2.

SECOND PARTNER