

ಆಂಥ್ರ್ಯವೆಕ್ आन्य प्रदेश ANDHRA PRADESH

S.N. 4220 , Date: 18/12/2013, Rs. 100/-Sold to: L.RAMACHARYULU S/O L.RAGHAVENDRA RAO SECUNDERABAD. For Whom: MODI ESTATES.,

PARTNERSHIP DEED

9AH 017677

'yala 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

THIS DEED OF PARTNERSHIP is made and executed at Secunderabad on this the 19th day of December 2013 by and between:

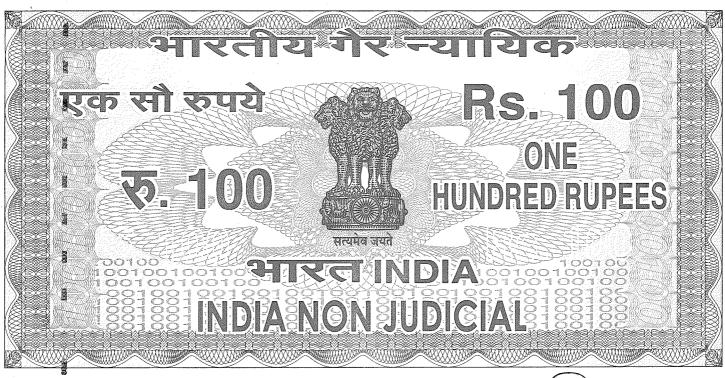
- 1 Shri. Soham Modi S/o. Shri. Satish Modi aged 44 years Occupation: Business, resident of Plot No. 280, Road No.25, Jubilee Hills, Hyderabad - 500 034 (Hereinafter called the FIRST PARTNER).
- M/s. Modi Properties & Investments Pvt Ltd a company incorporated under Companies Act, 1956 having its registered office at 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003 represented by its Managing Director Shri. Soham Modi S/o. Shri. Satish Modi (Hereinafter Called the SECOND PARTNER).
- 3. Shri. Gaurang Mody S/o. Shri. Jayantilal Mody aged 47 years, Occupation: Business, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad - 500 016 (Hereinafter called the THIRD PARTNER)

AND

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 "FOURTH PARTNER").

Managing Director,

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S.No 422 , Date: 18/12/2013, Rs. 100/-Sold to: L.RAMACHARYULU S/O L.RAGHAVENDRA RAO For Whom: MODI ESTATES., SECUNDERABAD. Maryala Kumar
Licensed Stamp Vendor
Licence No.15-16-033/2012
2-181, Ponnal (V),
Shamirpet (M), R.R. Dist.

5. 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 "FIFTH PARTNER").

WHEREAS:

A. Shri. Soham Modi, M/s. Modi Properties & Investments Pvt Ltd (represented its Managing Director Shri. Soham Modi) and Shri. Gaurang Mody were carrying on partnership business 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 and Retirement Deeds dated 15.01.2002, 01.04.2006.

- B. The First, Second and Third Partners herein have for the purposes of business to be run more efficiently and smoothly and to meet funds requirement for the partnership business have expressed their intension and agreed to admit two new partners namely Shri. Ketan C. Parekh and Shri. Sudhir S. Mehta as new partners.
- C. Shri. Ketan C. Parekh and Shri. Sudhir U. Mehta have agreed to join as fourth and fifth partners in the partnership business that of "M/s. Modi Estates."
- D. 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.

For Modi Properties & Invegnents Pvt. Law.

Managing Director:

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S.鄭o 人 22 % , Date: 18/12/2013, Rs. 100/-

Sold to: L.RAMACHARYULU S/O L.RAGHAVENDRA RAO SECUNDERABAD.

For Whom: MODI ESTATES.,

-3-

AH 017679 a*fy*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

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.

The new partnership shall be effective from 19th December 2013.

The Principal Office of the partnership firm shall be at 5-4-187/3 &4, II 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.

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.

The partners hereto shall contribute the capital required for the partnership business in their 5. Profit/Loss sharing ratio as given herein or in any other ratio as may be decided mutually from time to time.

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Managing Director



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S.阗o 人名名 , Date: 18/12/2013, Rs. 100/-Sold to: L.RAMACHARYULU S/O L.RAGHAVENDRA RAO Fd Whom: MODI ESTATES., SECUNDERABAD.

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Licensed Stamp Vendor Licence No.15-16-033/2012 2-181, Ponnel (V), Shamirpet (M), R.R. Dist. Pin Code:500 078. Cell.No.9010570113

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 Fifth Partner (Shri. Sudhir 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 & Department (HMWS & SB), Income Tax, Central Excise Dept, Commercial Tax Departments, etc., in connection with the business of the firm.

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 by the Managing Partner (i.e., Shri. Sudhir U. Mehta) and it has been mutually agreed by the partners that the selling rate and the terms and conditions of sale in the course business shall be determined solely by the Managing Partner (i.e., Shri. Sudhir. U. Mehta).

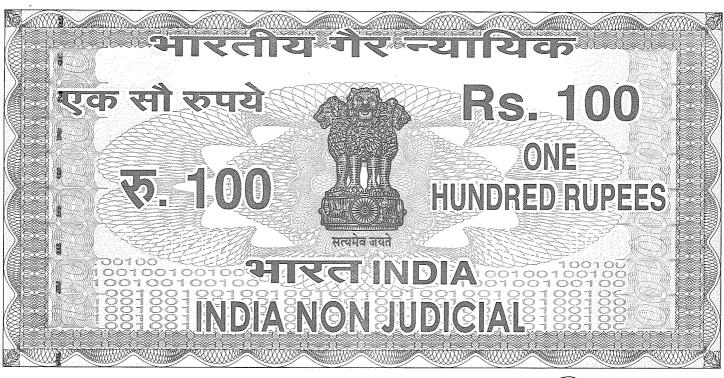
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For Modi Properties & Investments Pvt. Lit.

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, Date: 18/12/2013, Rs. 100/-S.No A & L., Date: 18/12/2013, Rs. 100/-Sold to: L.RAMACHARYULU S/O L.RAGHAVENDRA RAO For Whom: MODI ESTATES., SECUNDERABAD.

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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:

- Shri. Soham Modi

- 10%

Second Partner - M/s. Modi Properties & Investments Pvt Ltd c) Third Partner - Shri. Gaurang Mody

- 05% - 05%

d) Fourth Partner - Shri. Ketan C. Parekh

- 40%

e) Fifth Partner - Shri. Sudhir U. Mehta

- 40%

- 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 Incoming Partners Shri. Sudhir U. Mehta and Shri. Ketan C. Parekh 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
 - Assign or charge his share in the assets of the firm. a)

Lend money belonging to the firm.

c) Except in the ordinary course of the business, dispose of by pledge, sale or otherwise, the 26.5

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.

For Modi Properties & Investments Pvt. Lin inaging Director

- 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.
- 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.
- 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:

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Modi Properties & Investments Pvt Ltd

Dombelovela

(Soham Modi) Managing Director) (Second Partner)

Soham Modi (First Partner)

(Gaurang Mody (Third Partner)

C. Parekh) (Fourth Partner)

(Sudhir U. Mehta) (Fifth Partner)

PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE **PHOTOGRAPH BLACK & WHITE**

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

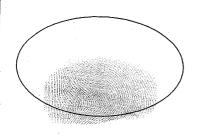


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- 1. SHRI. SOHAM MODI S/O. SHRI. SATISH MODI R/O. PLOT NO. 280 **ROAD NO.25** JUBILEE HILLS HYDERABAD - 500 034.
- 2. M/S. MODI PROPERTIES & INVESTMENTS PVT LTD HAVING ITS REGISTERED OFFICE AT 5-4-187/3 &4, II FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003 REP. BY ITS MANAGING DIRECTOR SHRI. SOHAM MODI S/O. SHRI. SATISH MODI

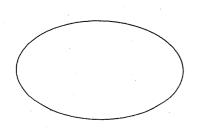


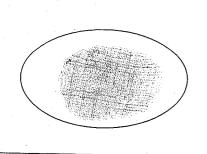
PHOTO BLACK & WHITE 3. SHRI. GAURANG MODY S/O. SHRI. JAYANTILAL MODY R/O. FLAT NO. 105 SAPPHIRE APARTMENTS CHIKOTI GARDENS, BEGUMPET HYDERABAD - 500 016.





INCOMING PARTNERS:

1. SHRI. KETAN C. PAREKH S/O. LATE. CHANDRAKANTH M. PAREKH R/O. H. NO. 30, LUXURA GREENS OPP: KENDRIYA VIDYALAYA **NEW BOWENPALLY** SECUNDERABAD - 500 011.





2. SHRI SUDHIR U. MEHTA S/O. LATE UTTAMLAL MEHTA **R/O. PLOT NO. 21 GROUND FLOOR BAPU BAGH COLONY** P. G. ROAD SECUNDERABAD - 500 003.

SIGNATURE OF WITNESSES:

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For Modi Properties & Investments Pvt. Ltd-

Managing Director,

SIGNATURE OF EXECUTANTS

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FORM – V

[Vide rule of 4 of A.P.Partnership (Registration of Firms) Rules. 1951]

NOTICE OF CHANGE IN THE CONSTITUTION OF FIRM OR OF THE DISSOLUTION OF THE FIRM

Presented or forwarded to the Registration of Firms for filling by Firm No. 874/2003 Under sect on 63(1) of the Indian Partnership Act, 1932, notice is hereby give that (1). The Constitution of the Firm M/s. MODI ESTATES been altered as follows:

Name and full address of incoming partner and date of his joining the firm	Name and full address of the outgoing partner and date of his ceasing to the partner
1. SHRI. KETAN C. PAREKH S/O. LATE. CHANDRAKANTH M. PAREKH R/O. H. NO. 30, LUXURA GREENS OPP: KENDRIYA VIDYALAYA NEW BOWENPALLY SECUNDERABAD – 500 011.	
2. SHRI SUDHIR U. MEHTA S/O. LATE UTTAMLAL MEHTA R/O. PLOT NO. 21 GROUND FLOOR BAPU BAGH COLONY P. G. ROAD SECUNDERABAD – 500 003.	
Incoming Partners:	

Existing Partners:

For Modi Properties & Invey

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Maneging Sirector

Station: Sec-bad

Date:

Signature of the incoming, continuing or outgoing partner or of

his specially authorised agent

(2). The firm M/s. MODI ESTATES has been with effect from the 19th December 2013

Incoming Partners:

Ketan

Station: Sec-bad

Date:

Existing Partners:

For Modi Prop

3.

Signature of the person who was a partner immediately before

the dissolution or of his specially authorised agent