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S.No.<u>18232</u> Date:25-09-2014

L.RAMACHARYULU

LATE <u>L.RAGHAVENDRA RAO</u>

PARAMOUNT BUILDERS

BM 780267

CH.SHRAVANI LICENSED STAMP VENDOR LIC.No.15-31-029/2013, House on P.No.21, W.S.Colony,

R.R.Dist-501512. Ph:7842562342

PARTNERSHIP DEED

This PARTNERSHIP DEED is made and executed at Secunderabad on this the 1st October 2014 by and between:

- M/s. Modi Properties & Investments Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its Registered office at 5-4-187/3 & 4, Soham Mansion, III Floor, M.G. Road, Secunderabad – 500 003 represented by its Managing Director Shri. Soham Modi S/o. Shri. Satish Modi aged about 44 years (hereinafter called "FIRST PARTNER).
- Smt. Snehlata Gangwal, W/o. Shri S. K. Gangwal, aged 67 years, Occupation: Housewife, resident of Plot No. 1211, Road No. 60, Jubilee Hills, Hyderabad - 500 034 (hereinafter called "SECOND PARTNER).
- 3. Shri Samit Gangwal, S/o. Shri S. K. Gangwal, aged 42 years, Occupation: Business, resident of Plot No. 1211, Road No. 60, Jubilee Hills, Hyderabad – 500 034 (hereinafter called "THIRD PARTNER).
- 4. Shri Naren Bakshi, S/o. Shri Tarachand Bakshi, aged 71 years, Occupation: Business, resident of D-98, Yashoda Path, Shamnagar, Jaipur- 302 019, Rajasthan presently residing at @ 765, Grapevine Terrace, Fremont, CA, USA - 94539 (hereinafter called "FOURTH PARTNER").

For Modi Proferties & Investments Pvt. Ltd

-Managing Director

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S.No. 18233 Date: 25-09-2014

Sold to: L.RAMACHARYULU

S/o. LATE L.RAGHAVENDRA RAO

For Whom: PARAMOUNT BUILDERS

WHEREAS:

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BM 780268

CH. SHRAVANI

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A. M/s. Modi Properties & Investments Pvt Ltd (represented by its Managing Director Shri. Soham Modi), Smt. Snehlatha Gangwal, Shri Samit Gangwal, Shri Naren Bakshi along with Shri. Gaurang Mody were carrying on partnership business under the name and style of "M/s. Paramount Builders" and their relations inter-se were and terms and conditions of partnership business were governed and evidenced by in the Partnership Deeds dated 29th July 2004 and 10th April 2006 and a Retirement deed dated 1st October 2014.

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- B. Shri. Gaurang Mody have retired from the above named partnership firm w.e.f. 1st October 2014 under a deed of Retirement Deed dated 1st October 2014.
- 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 PARTNERSHIP DEED WITNESSETH AS FOLLOWS:

1. The business of the firm shall be carried in the name and style as "Paramount Builders".

2. The Partnership has been effective from 1st October 2014.

For Modi Properties & Investments Pvl. Ltd.

Managing Director

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S.No. 18234 Date: 25-09-2014

Sold to: L.RAMACHARYULU
S/o. LATE L.RAGHAVENDRA RAO

For Waom: PARAMOUNT BUILDERS

BM 780269

CH.SHRAVANI

LICENSED STAMP VENDOR LIC.No.15-31-029/2013, House on P.No.21, W.S.Colony, R.R.Dist-501512. Ph:7842562342

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3. The Principal Office of the 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.

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 (s) that may be mutually agreed upon.

5. 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 infavour of the banks and financial institutions on such terms and conditions as may be mutually agreed upon by all the partners.

For Modi Properties & Investments Pyt. Ltd.

Managing Director

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S.No. 18225 Date:25-09-2014

sold to: L.RAMACHARYULU

S/o. LATE L.RAGHAVENDRA RAO

For Whom: PARAMOUNT BUILDERS

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BM 780260

CH.SHRAVANI

LICENSED STAMP VENDOR LIC.No.15-31-029/2013, House on P.No.21, W.S.Colony, R.R.Dist-501512. Ph:7842562342

7. The First Partner (represented by its Managing Director Mr. Soham Modi) 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 HUDA, GHMC, AP Transco (Electricity Department), Water & Drainage Department (HMWS & SB), Income Tax, 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 two partners. The First such joint partner shall be FIRST PARTNER (M/s. Modi Properties & Investments Pvt. Ltd represented by its Managing Director Shri. Soham Modi) and the such second joint partner shall be either of SECOND to FOURTH PARTNERS. 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 (i.e., M/s. Modi Properties & Investments Pvt. Ltd represented by its Managing Director Shri. Soham Modi).

For Modi Properties

Managing Director

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Date:25-09-2014 S.No. 18224

L.RAMACHARYULU

L.RAGHAVENDRA RAO

For Whom: PARAMOUNT BUILDERS

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

a) First Partner

b) Second Partner

c) Third Partner

d) Fourth Partner

50% (Fifty per cent)

12.5% (Twelve and Half per cent)

12.5% (Twelve and Half per cent)

25% (Twenty Five per cent)

Total

100%

10. The regular books of accounts shall be maintained by the First partner only 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's bank accounts shall be operated jointly by two partners. The First such joint partner shall be the FIRST PARTNER (M/s. Modi Properties & Investments Pvt Ltd represented by its Managing Director Shri. Soham Modi) and the Second such joint partner shall be either of SECOND to FOURTH 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 partners shall:

a) Assign or charge his share in the assets of the firm.

b) Lend money belonging to the firm.

For Modi Properties & Investments Pat. Ltd.

Managing Director

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CH.SHRAVANI

LICENSED STAMP VENDOR

LIC.No.15-31-029/2013, House on P.No.21, W.S.Colony,

R.R.Dist-501512. Ph:7842562342

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- 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. The First Partner being the Managing Partner, shall be responsible for following construction standards and for complying with all applicable Laws of the firm and also filing returns /documents to the Taxation Authorities.
- 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 three months notice to the other partners and the share of retiring partner will stand distributed among the continuing partners.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.

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

For Modi Properties & Investments PVILLID

Managing Director

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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:

3.KANAKARASO

For Modi Properties & investigents Pvt. Ltd.

Moneging Director FIRST PARTNER

THIRD PARTNER