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Md. Gulam Ahmed Aziz LICENCED STAMP VENDOR L.No.17-02-006/1996 R.No.17-02-042/2014 Gaiwel Dist. Medak-502 278. Ph:9440085172

### **RE-CONSTITUTION DEED**

This Deed of Re-constitution is made and executed at Hyderabad on this the 25th day of August 2015 by and between:

1. 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, II Floor, M. G. Road, Secunderabad, represented by its Managing Director, Sri Soham Modi, S/o. Sri Satish Modi, aged about 45 years, Occupation: Business who is authorized to enter into a partnership business under a board resolution passed in a board meeting held on 25th August 2015 (Hereinafter called the "FIRST PARTNER")

### AND

Mrs. Ajeeta Mody, W/o. Shri. Gaurang Mody aged about 44 years, Occupation: Business, R/o. Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Secunderabad – 500 016 (Hereinafter called the "SECOND PARTNER")

For Mod-Proserties & Investments Pvt. Ltd.

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Managing Director

भारतीय गेर न्यायिक एक सो रुपये Rs. 100 ONE HUNDRED RUPES Hada बको HUNDRED RUPES HADIA NON JUDICIAL

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SING 7277 van 24/0 sf2015 100-Sold 10. M. malla Reddy S/0 D/0 W/0 Ram. Reddy For Whom. Silver oak Reguling on thyd Md. Gulam Ahmed Aziz
LICENCED STAMF VENDOR
L.No.17-02-006/1996 R.No.17-02-042/2014
Gajwel Dist. Medak-502 278. Ph:9440085172

#### WHEREAS:

- 1. M/s. Modi Properties & Investments Pvt Ltd and Smt. Ajeeta Mody were carrying on partnership business under the name and style of **M/s. Mehta & Modi Homes** and their relations inter-se and terms and conditions of partnership business were governed and evidenced by in the Partnership Deeds dated 20.08.2002, 15.05.2013, Supplementary Deed of Partnerships dated 21.06.2003, 01.12.2004, Retirement Deed dated 15.05.2013 and Retirement Cum Partnership Deed dated 29.10.2013.
- 2. Whereas the Partners have decided to change the name of the partnership firm to Silver Oak Realty in place of Mehta & Modi Homes.
- 3. The Partners hereto are desirous of continuing the business that of real estate developers, managers, advisors, underwriters, retailers, promoters of group housing scheme, etc., in partnership.
- 4. The Partners hereto have agreed and joined together to do the business under the name and style of M/s. Silver Oak Realty.
- 5. 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:

For Modi-Properties & Investments)Pvt. Ltd.

Managing Director

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Md. Gulam Ahmed Aziz LICENCED STAMP VENDOR L.No.17-02-006/1996 R.No.17-02-042/2014 Gajwel Dist. Medak-502 278. Ph:9440085172

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

- 1. The name of the Partnership Firm shall henceforth be SILVER OAK REALTY or any other name partners may mutually decide.
- 2. Partnership shall be with effect from 1st September 2015.
- 3. The principal place of business of the partnership 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 the business of the firm shall be to do the business of real estate developers, managers, advisors, underwriters, retailers, promoters of group housing scheme, etc or any such other business (s) that may be mutually agreed upon.
- 5. The Partners 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. That the partnership shall be entitled to hypothecate, mortgage, create charge on or otherwise encumber the assets of the firm or any part thereof 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 Pvt. Ltd.

Managing Director



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Md. Gulam Ahmed Aziz LICENCED STAMP VENDOR L.No.17-02-006/1996 R.No.17-02-042/2014 Gajwel Dist. Medak-502 278. Ph:9440085172

- The First Partner (represented by its Managing Director Shri. 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 local and statutory authorities like HMDA, GHMC, DTCP, Electricity Board (TSSPDCL), Water Board (HMWS&SB), Income Tax Department, Central Excise Department, Commercial Tax Department, Service tax Department 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 by the Managing Partner (i.e., Modi Properties & Investments Pvt Ltd represented by its Managing Director Shri. Soham Modi). 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., First Partner (represented by its Managing Director Mr. Soham Modi).
- The Profit & Loss of the firm shall be shared and borne between the partners as under:

First Partner (Modi Properties & Investments Private Limited

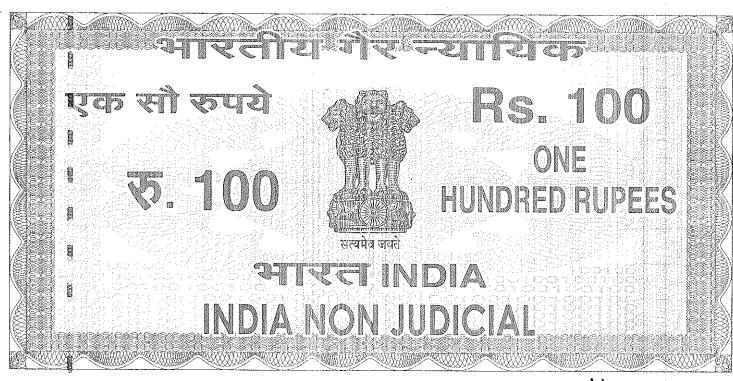
95% (Ninety Five Per cent)

Second Partner (Mrs. Ajeeta Mody)

05% (Five Per cent)

& Investments Pyt. Lld For Modi Fropertite Memaging Director

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Md. Gulam Ahmed Aziz LICENCED STAMF VENDOR L.No.17-02-006/1996 R.No.17-02-042/201 Gajwel Dist. Medak-502 278. Ph:944008517

- 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's bank accounts shall be operated any one partner i.e., either by the First Partner M/s. Modi Properties & Investments Pvt Ltd represented by its Managing Director Shri. Soham Modi) or by Smt. 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.
- 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.
  - 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.

For Modi Properties Novestments Pyl. Ltd.

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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.
- 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:

2. M. SATAPRALASH)

Por Modi Properties & investments Pvt. Lik.

Managing Director

FIRST PARTNER

SECOND PARTNER