

తెలంగాణ తెలంగాణా TELANGANA

S. No. 15235 Date 09/12/2016 Rs 100/-
TO: L.RAMA CHARYULU
S/O: LATE.L.RAGHA VENDRA RAO
FOR WHOM: SUMMIT BUILDERS
R/O:HYD

The Addressed / Lto
Rep By Pratiksha / Lto
LIC No 1609-925 of 2014. City 600000. Hyderabad.
Secunderabad, Telangana State. Phone No. 070-2780816

PARTNERSHIP CUM RETIREMENT DEED

This Partnership Cum Retirement Deed is made and executed at Secunderabad on this the 1st day of January 2017 by and between:

M/s. Modi Properties Pvt. Ltd (formerly known as 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 47 years, Occupation: Business.

(Hereinafter called the "Continuing Partner").

AND

Shri. Soham Modi S/o. Shri. Satish Modi aged 47 years, Occupation: Business resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad.

(Hereinafter referred to as "Incoming Partner").

For Modi Properties & Investments Pvt. Ltd.

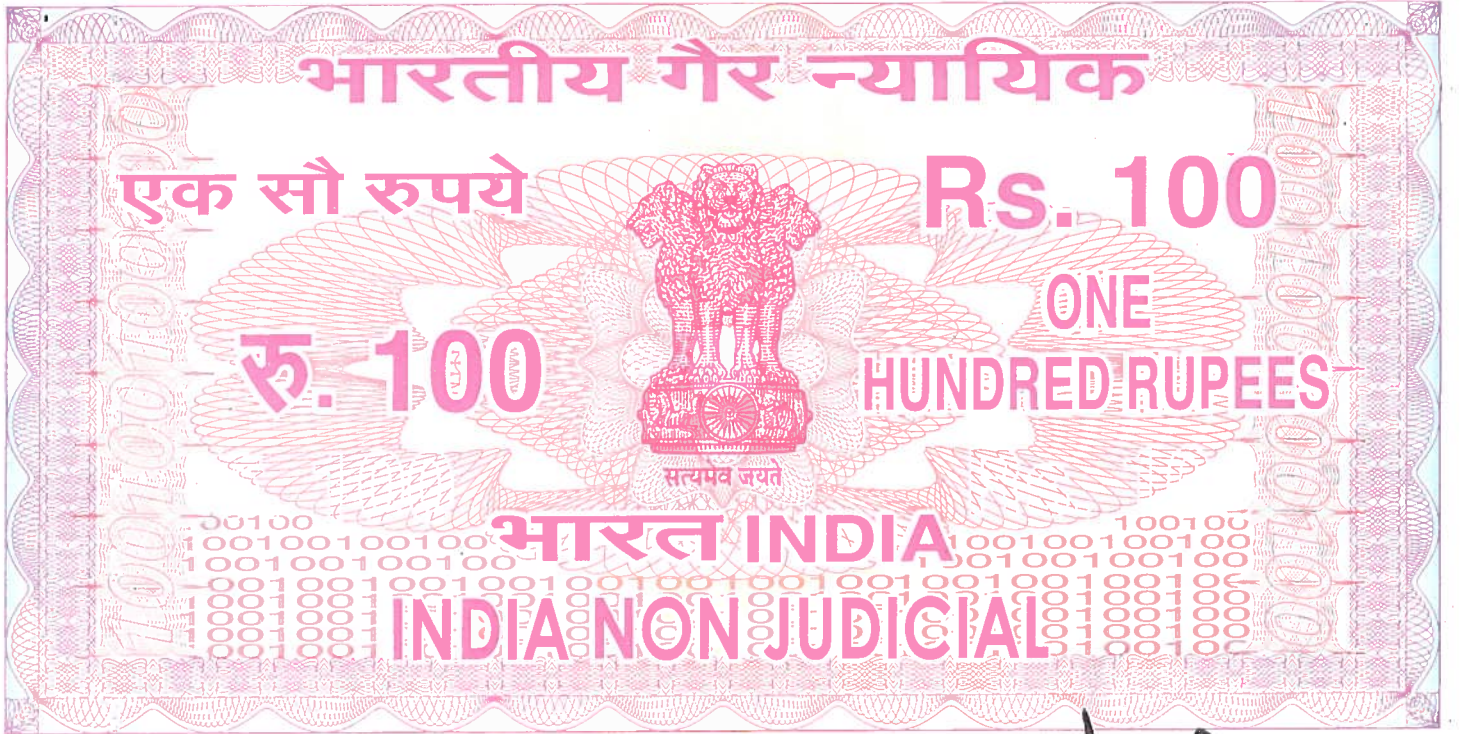
Managing Director

[Signature]
K. R. S. K. S. K. S.


[Signature]

[Signature]

[Signature]



తెలంగాణ తేలంగానా TELANGANA

 F 313815

S. No. 15236 Date 09/12/2016 Rs 100/-
TO: L.RAMA CHARYULU
S/O: LATE.L.RAGHA VENDRA RAO
FOR WHOM: SUMMIT BUILDERS
R/O:HYD

The Andhra Pradesh Mutual Aid Cooperative Society Ltd
Rep. By Prahlad Patil, Licensed Stamp Vendor
LIC.No. 1609-025 of 2014 City Civil Court Premises
Secunderabad, Telangana State Phone No: 040-27608166

-2-

AND

1. **Syed Mahmood Kamran Mehdi** S/o. Shri. Syed Mehdi aged 24 years, Occupation: Student, resident of 1-5-16/2/1, Zamistanpur, Musheerabad, Hyderabad – 500 020
2. **Syed Mehdi** S/o. Shri. Syed Mahmood, aged 57 years, Occupation: Business, resident of 1-5-16/2/1, Zamistanpur, Musheerabad, Hyderabad – 500 020
3. **Syed Furqan Mehdi** S/o. Shri. Syed Mehdi aged 20 years, Occupation: Student, resident of 1-5-16/2/1, Zamistanpur, Musheerabad, Hyderabad – 500 020

(Hereinafter collectively referred to as “Retiring Partners”).

WHEREAS:

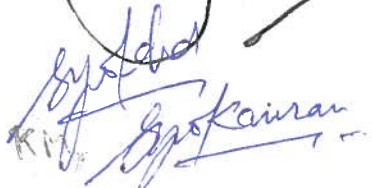
A. M/s. Modi Properties Pvt. Ltd, Syed Mahmood Kamran Mehdi, Syed Mehdi and Syed Furqan Mehdi were doing in partnership business under the name and style of ‘M/s. Summit Builders’ since 11.10.2014 and their relations inter-se were governed by Partnership Deeds dated 01.04.2004 and 29.08.2012, 11.10.2014, Retirement deed dated 11.10.2014 and Partnership Cum Retirement Deed dated 01.01.2014.

For Modi Properties & Investments Pvt. Ltd.

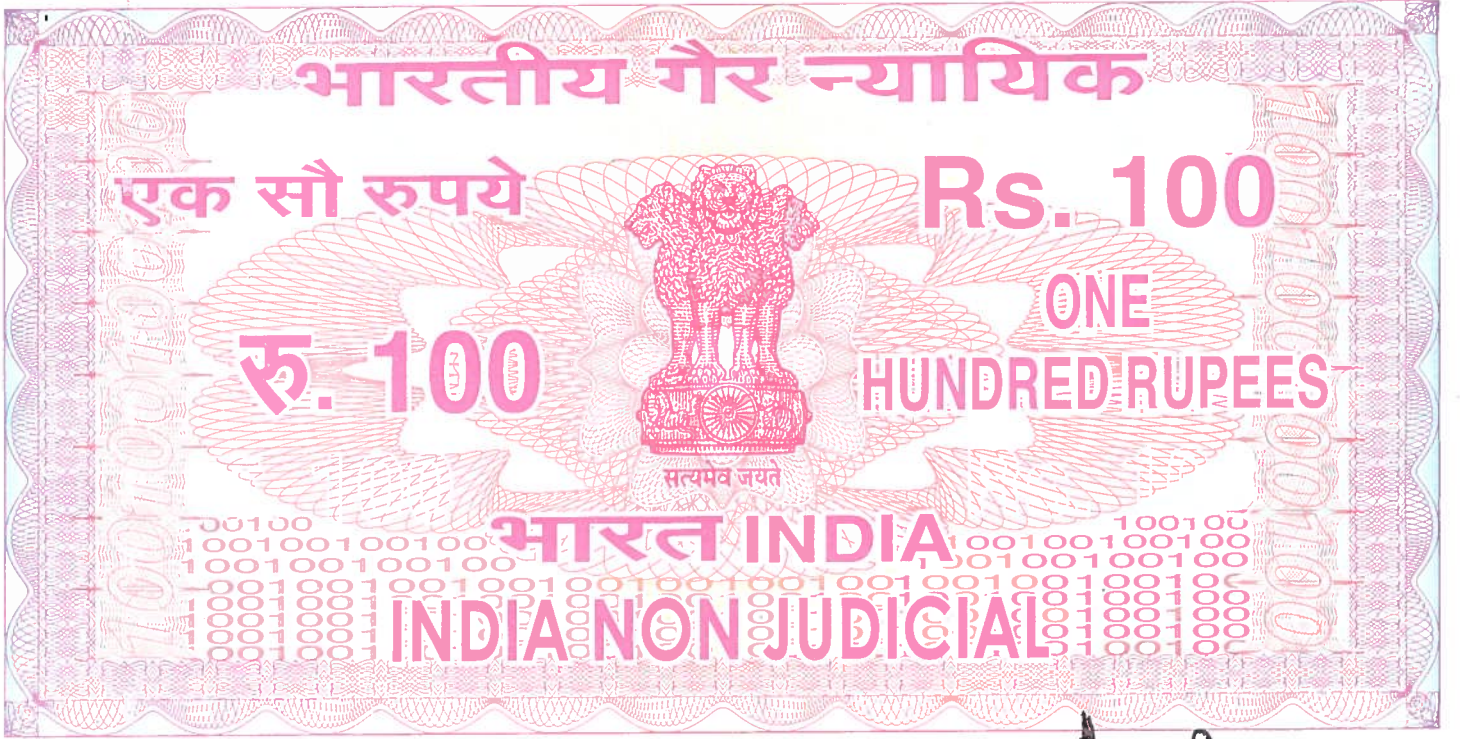

Managing Director












తెలంగాణ తేలంగానా TELANGANA

S. No. 15237 Date 09/12/2016 Rs 100/-
TO: L.RAMA CHARYULU
S/O: LATE.L.RAGHA VENDRA RAO
FOR WHOM: SUMMIT BUILDERS
R/O:HYD

 F 313816

Rep. By Summit Builders
LIC.No. 1509-025 of 2014 City Court Hyderabad.
Secunderabad, Telangana State Phone No. 040-27806165

-3-

- B. Syed Mahmood Kamran Mehdi, Syed Mehdi and Syed Furquan Mehdi the Retiring Partners herein have expressed their desire to retire from the said partnership business w.e.f. 31st December 2016.
- C. The Continuing Partner 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 its intension and agreed to admit a new partner namely Shri. Soham Modi (the Incoming Partner herein).
- D. Shri. Soham Modi (the Incoming Partner herein) who is desirous of joining the business along with the Continuing Partners and to which Syed Mahmood Kamran Mehdi, Syed Mehdi and Syed Furquan Mehdi the Retiring Partners herein have expressed their no objection of whatsoever nature.
- E. M/s. Modi Properties Pvt. Ltd. (represented by its Managing Director, Shri Soham Modi) and Shri. Soham Modi the Continuing and Incoming Partners herein have decided to continue the business of the firm and have agreed to take over all the assets and liabilities of the firm as a going concern.

For Modi Properties & Investments Pvt. Ltd.

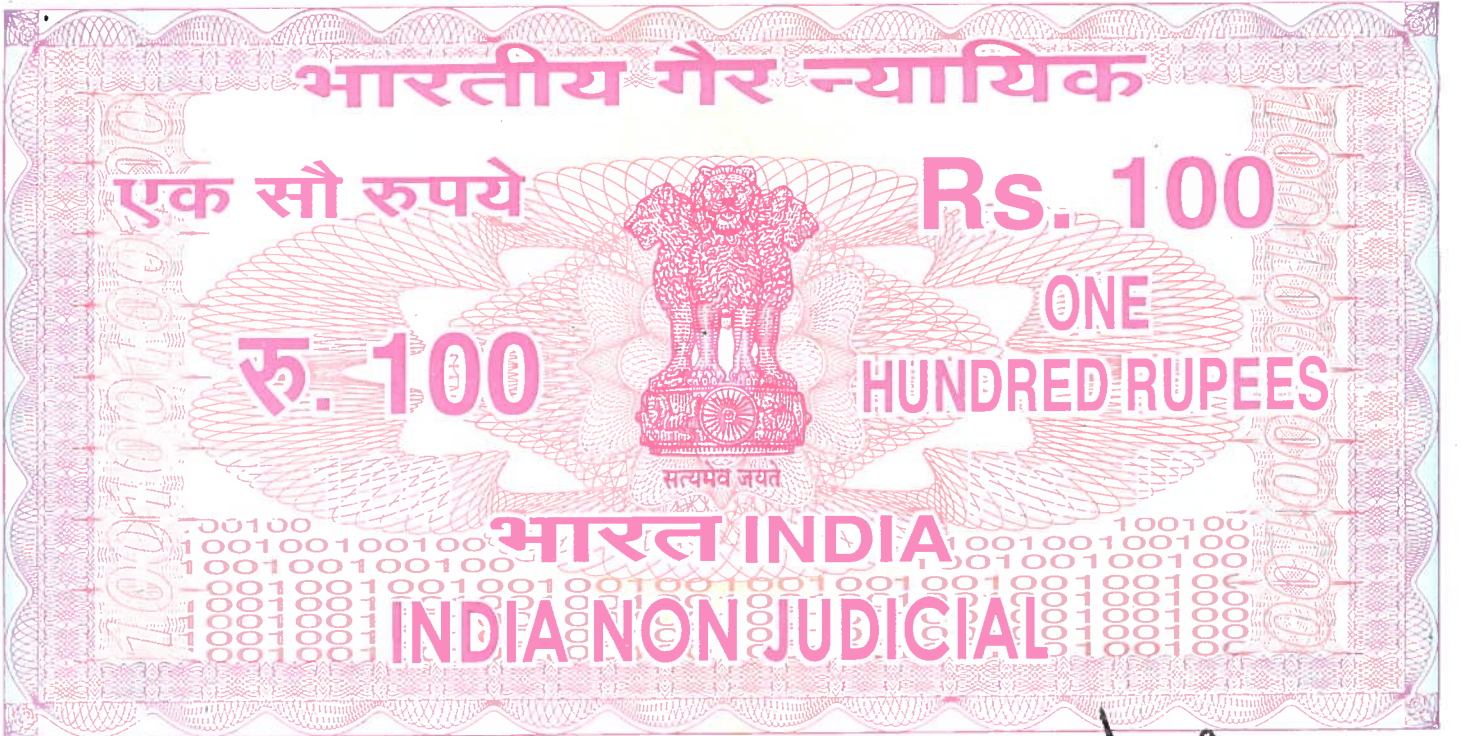

Managing Director











తెలంగాణ తెలంగాణా TELANGANA

S. No 15238 Date 09/12/2016 Rs 100/-
TO: L.RAMA CHARYULU
S/O: LATE.L.RAGHA VENDRA RAO
FOR WHOM: SUMMIT BUILDERS
R/O:HYD

F 313817
Rep. By Public Provident Fund, Hyderabad
LIC No. 1609-025 of 2011 City, UTMCL, Hyderabad
Secunderabad, Telangana State Phone No. 040-2780816

-4-

F. The parties hereto are desirous of recording the terms and conditions of this partnership cum retirement deed agreed upon into writing.

NOW THEREFORE THIS PARTNERSHIP CUM RETIREMENT DEED WITNESSETH AS UNDER :

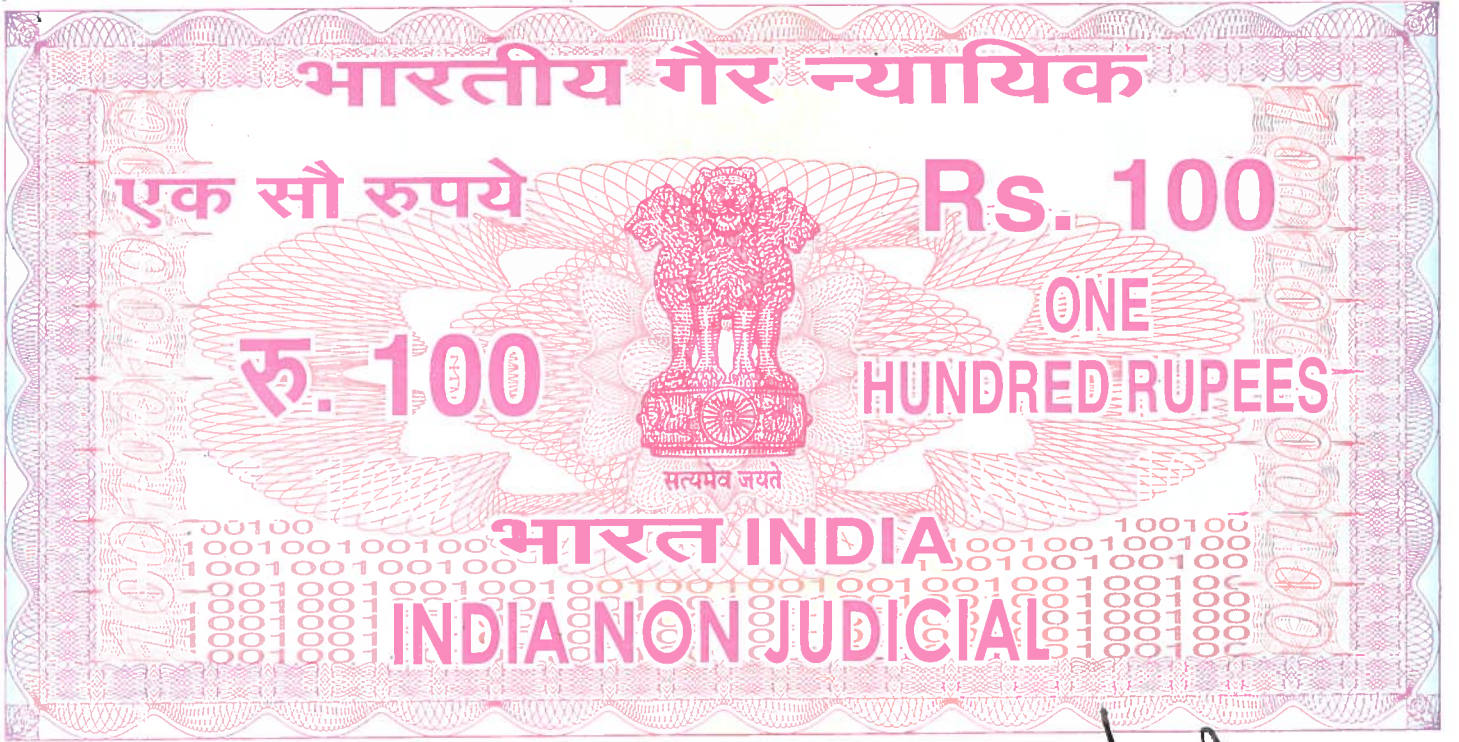
1. That Syed Mahmood Kamran Mehdi, Syed Mehdii and Syed Furquan Mehdi the Retiring Partners herein, hereby retire from the partnership business/firm M/s. Summit Builders w. e. f. 31st December 2016.
2. That the Continuing Partner and the Incoming Partner have taken over the balance assets and liabilities of the above named Firm as a going concern.
3. The accounts of the firm are drawn up till the date of retirement and confirmed by all the parties hereto and there are no dues payable to the outgoing partners.
4. That the Retiring Partners hereby declares that they have withdrawn all their rights from tangible and intangible assets of the firm.

For Mod. Properties & Investments Pvt. Ltd.

Managing Director

[Signature]
[Signature]

[Signature]
[Signature]



తెలంగాణ తెలంగాణ TELANGANA

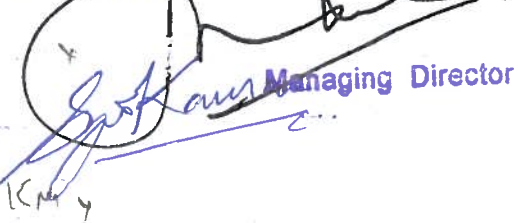
S. No 15239 Date 09/12/2016 Rs 100/-
TO: L.RAMA CHARYULU
S/O: LATE.L.RAGHA VENDRA RAO
FOR WHOM: SUMMIT BUILDERS
R/O:HYD

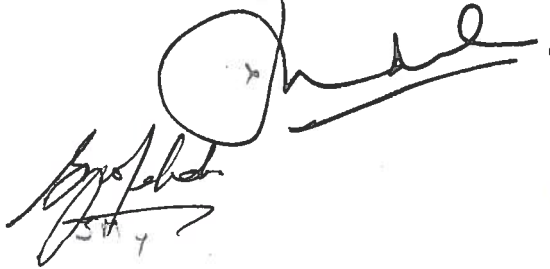
F 313818
Rep. By: Printed Paper, L. Rama Charyulu
LIC No. 1609-025 of 2014 City Circle, Hyderabad, Telangana
Secunderabad, Telangana State Phone No: 040-27806165

-5-

5. That the Retiring Partners shall not object to the Continuing Partner and Incoming Partner carrying on the same business under the name and style of M/s. Summit Builders either by themselves or in partnership with others.
6. That the Continuing Partner/Incoming Partner and the reconstituted firm shall keep indemnified the Retiring Partners from any liabilities or claims from any third party, financial institutions, statutory authorities, government bodies, courts etc., that may be in existence or may arise on a future date or may be with respect to any past dealings/transactions by the firm. Specially the retiring partners shall be indemnified by the Continuing Partners against statutory liabilities like PF, ESI, Income Tax, VAT, Service Tax etc., that may be due or become due including penalties, interest etc.,
7. That the Continuing Partner/Incoming Partner and the reconstituted firm shall keep the Retiring Partners indemnified against all statutory and other liabilities that may arise from the date of forming the firm and upto such time the firm continues to be in business.
8. That the Continuing Partner/Incoming Partner and the reconstituted firm shall keep the Retiring Partners indemnified against any costs or consequences including penal action by any authority that may arise as a result of the activities of the firm including any development activity taken up by the firm.

For Modi Properties & Investments Pvt. Ltd.


Managing Director




FM

9. The business of the partnership firm shall continue to be carried in the name and style as ""Summit Builders"" or any other name partners may mutually decide.
10. The reconstituted Partnership shall be effective from 1st January 2017.
11. The Principal Office of the firm shall continue to 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.
12. 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.
13. The Continuing Partner and the incoming partner hereto shall contribute the capital required for the partnership business in their Profit/Loss sharing ratio as given hereunder or in any other ratio as may be decided mutually from time to time.
14. 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.
15. The Continuing Partner M/s. Modi Properties Pvt Ltd (represented by its Managing Director Shri. Soham Modi) shall be the Managing Partner and over all in charge 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, Central Excise Dept, Commercial Tax Departments, etc., in connection with the business of the firm.
16. The Continuing Partner and the Incoming Partner 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 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 (represented by its Managing Director Mr. Soham Modi).
17. The Profit & Loss of the firm shall be shared and borne between the partners as under:

- | | |
|-----------------------------------|-----------------------|
| 1. M/s. Modi Properties Pvt. Ltd. | 50% (Fifty Per cent). |
| 2. Shri. Soham Modi | 50% (Fifty Per cent) |

For Modi Properties & Investments Pvt. Ltd.

Managing Director


Soham Modi


Shri. Soham Modi


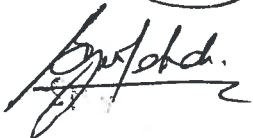

Shri. Soham Modi

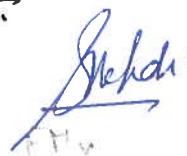
18. The regular books of accounts shall be maintained by the partners herein recording the day to day transactions and such books shall be closed on 31st March of every year. On the date the statement of assets and liabilities shall be drawn up and net profit and loss shall be determined and divided as per ratios mentioned above.
19. The firm's bank accounts shall be operated by the Managing Partner i.e., M/s. Modi Properties Pvt Ltd (represented by its Managing Director Shri. Soham Modi) 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.
20. 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.
21. 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.
22. The partnership shall be at WILL.
23. 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.
24. 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.
25. 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.
26. 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.

For Modi Properties & Investments Pvt. Ltd.

Managing Director

KM. 

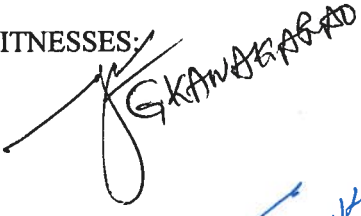
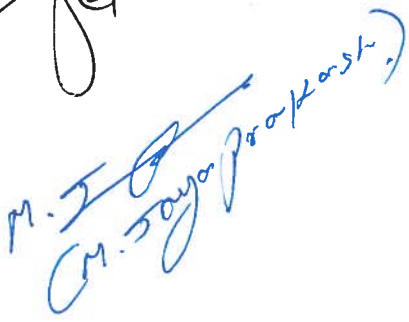


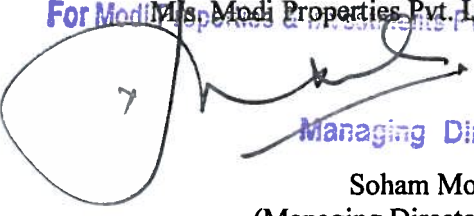
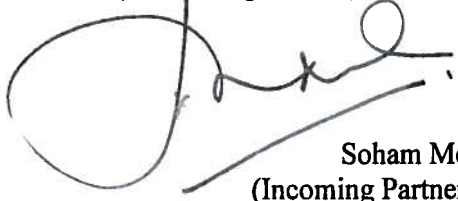
27. The terms and conditions of this deed may be amended or cancelled and fresh terms and conditions may be introduced with mutual consent of all the partners in writing without recourse to a fresh deed of partnership.


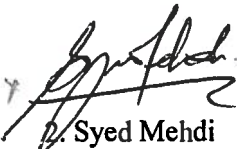

28. For all other matters on which this deed does not contain any specific clause, the provisions of Indian Partnership Act will apply.

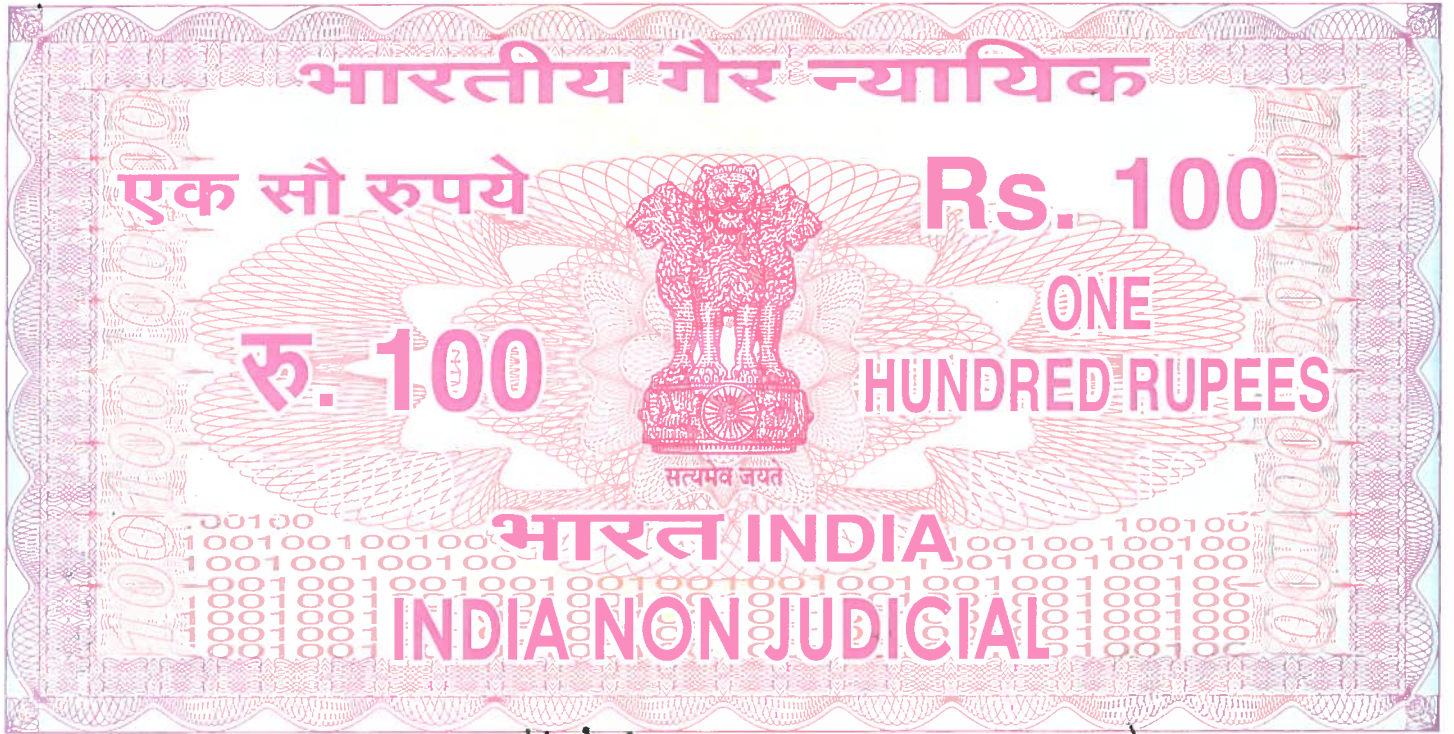
IN WITNESSESS WHEREOF the parties hereto have executed this deed by free will and understanding on the date aforementioned.

WITNESSES:

1. 
2. 

For Modi Properties Pvt. Ltd.

Managing Director
Soham Modi
(Managing Director)
(Continuing Partner)

Soham Modi
(Incoming Partner)

1. 
1. Syed Mahmood Kamran Mehdi
2. 
2. Syed Mehdi
(Retiring Partners)
3. 
3. Syed Furquan Mehdi



21/1/16
తెలంగాణ తెలంగాణ TELANGANA
Sl. No. 11139 Dt. 21/1/16 Rs. 100
SOLD To Syed Mehdi S/o Syed Mahmood
For Whom Syed Mehdi & Shree R101116

E 150429
The Advocates' Co-op. Society
Rep. By. O. Kiran Kumar, Licensed Stamp Vendor,
Lic. No. 15-27- 007/2015,
Ranga Reddy Dist Court Complex,
L.B. Nagar, Ranga Reddy (East) Ph. No. 24037204

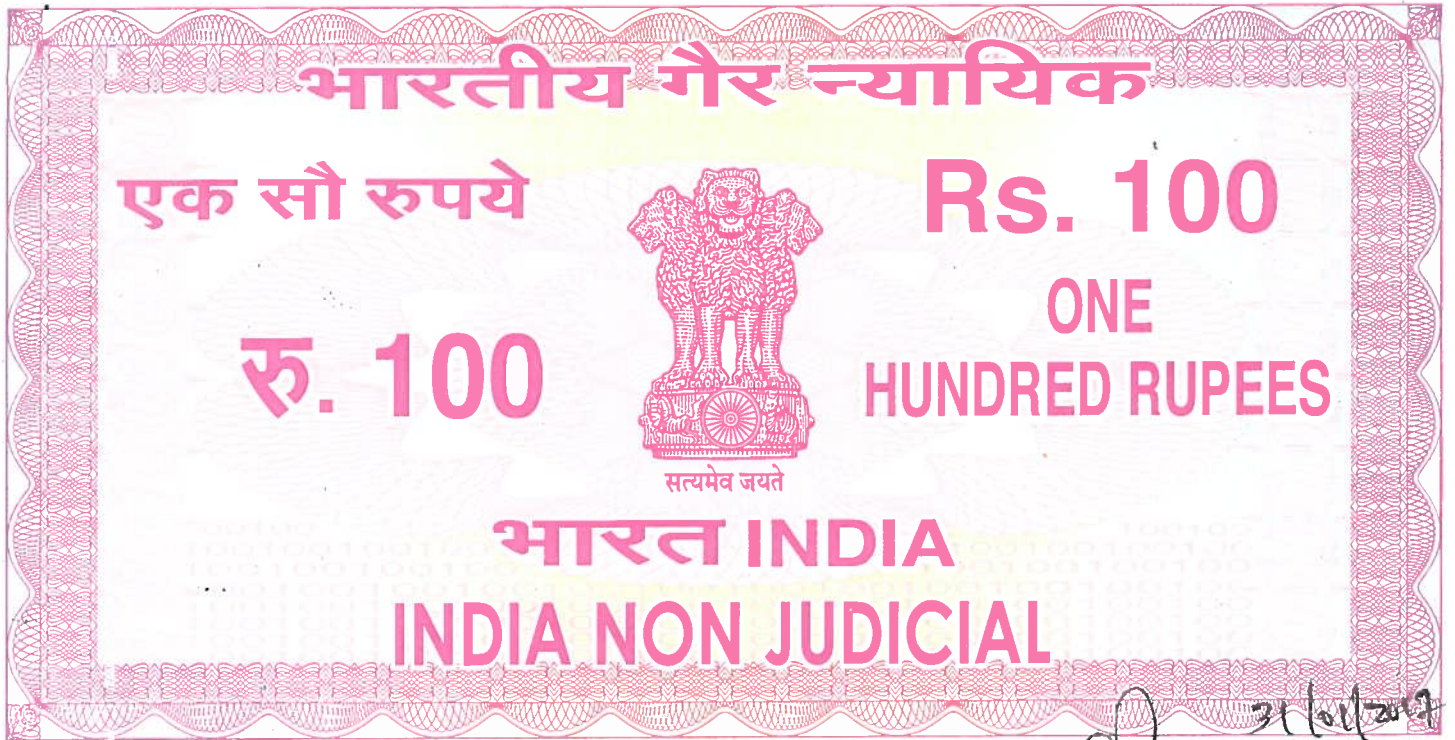
AFFIDAVIT

I Syed Mehdi S/o. Shri. Syed Mahmood, aged 57 years, Occupation: Business, resident of 1-5-16/2/1, Zamistanpur, Musheerabad, Hyderabad – 500 020 do hereby solemnly affirm and confirm with good state of mind and hereby declare on oath as follows:

I am the Retiring Partner of the firm named as M/s. Summit Builders, having its office at 5-4-3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderbad – 500 003, w. e. f., 31st December 2016 under the Partnership Cum Retirement Deed dated 01.01.2017 and on retirement no assets of the firm has been give to the retiring partner.

It was declared on oath with free will and consent without coercion or hesitations with good state of mind on this the 31st January 2017.

SM x 
DEPONENT



తెలంగాణ తెలంగాణ TELANGANA

S.No. **2941** Date: **31-01-2017**

Sold to: Syed Mahmood Kamran Mehdi

S/o. W/o. D/o. Syed Mehdi

For Whom: Self & others

 31/01/2017
G 744109

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

AFFIDAVIT

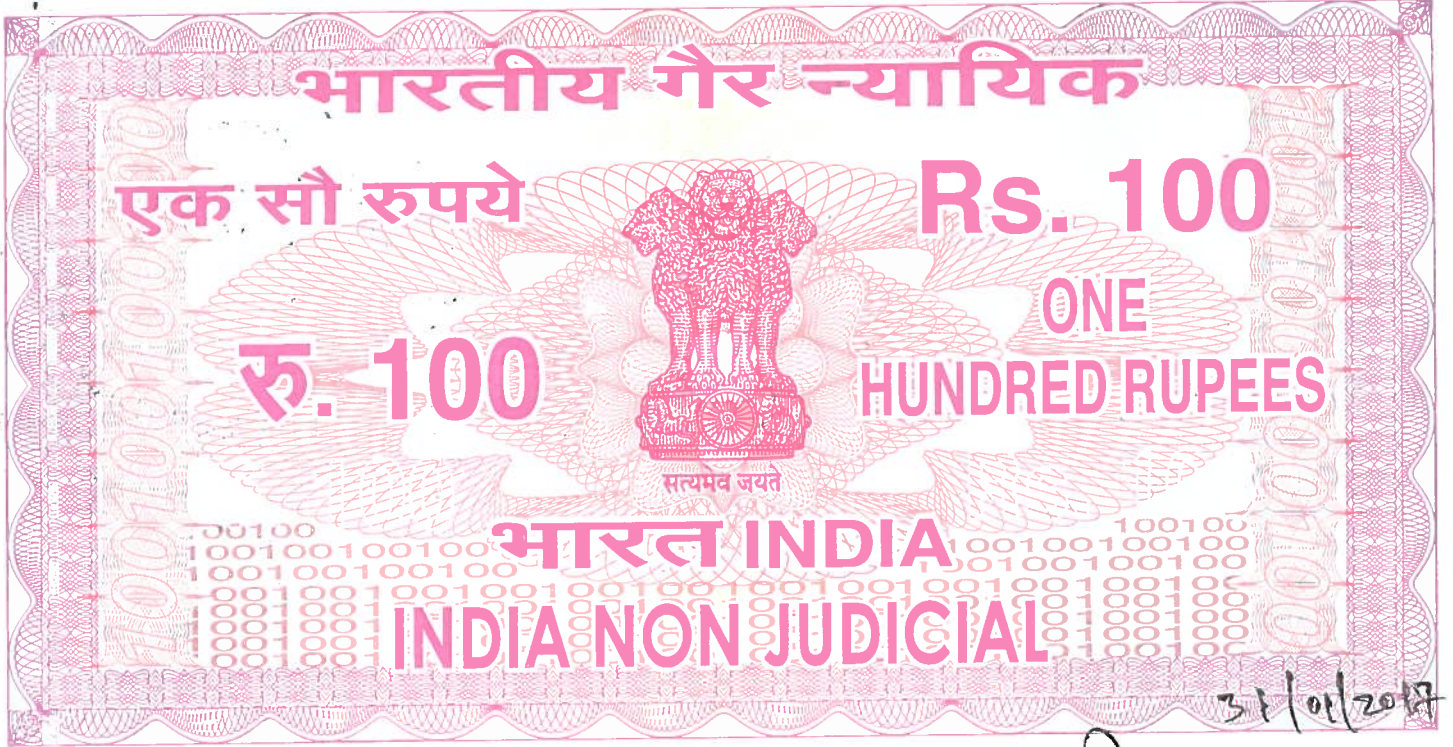
I **Syed Mahmood Kamran Mehdi** S/o. Shri. Syed Mehdi aged 24 years, Occupation: Student, resident of 1-5-16/2/1, Zamistanpur, Musheerabad, Hyderabad – 500 020 do hereby solemnly affirm and confirm with good state of mind and hereby declare on oath as follows:

I am the Retiring Partner of the firm named as M/s. Summit Builders, having its office at 5-4-3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderbad – 500 003, w. e. f., 31st December 2016 under the Partnership Cum Retirement Deed dated 01.01.2017 and on retirement no assets of the firm has been give to the retiring partner.

It was declared on oath with free will and consent without coercion or hesitations with good state of mind on this the 31st January 2017.

K.M. 

DEPONENT



తెలంగాణ తెలంగాణ TELANGANA

S.No. **2942** Date: **31-01-2017**

Sold to: Syed Furqan Mehdi

S/o. W/o. D/o. Syed Mehdi

For Whom: Self & others

G 744110

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

AFFIDAVIT

I **Syed Furqan Mehdi** S/o. Shri. Syed Mehdi aged 20 years, Occupation: Student, resident of 1-5-16/2/1, Zamistanpur, Musheerabad, Hyderabad – 500 020 do hereby solemnly affirm and confirm with good state of mind and hereby declare on oath as follows:

I am the Retiring Partner of the firm named as M/s. Summit Builders, having its office at 5-4-3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderbad – 500 003, w. e. f., 31st December 2016 under the Partnership Cum Retirement Deed dated 01.01.2017 and on retirement no assets of the firm has been give to the retiring partner.

It was declared on oath with free will and consent without coercion or hesitations with good state of mind on this the 31st January 2017.

F.M. X

DEPONENT