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S.NO: 6/78 DATE: 07/04/2017 RS:100/-

TO: L RAMACHARYULU

S/O: LAE L RAGHAVENDRA RAO FOR WHOM: GULMOHAR RESIDENCY

R/O: HYD

PARTNERSHIP DEED

The Advocates' Co-op Society Rep.By.Prahlad Patil, Licenced stamp Vendor, Lic.No. 1609-025 of 2014. Renewal License No 16-07-040/2017 City Civil Court Premises, Secunderabad, Telangana State, Phone No:040-27808165.

This Deed of Partnership is made and executed at Secunderabad on this the 8th day of April 2017 by and between:

1. Shri. Ratan N. Mulani S/o. Late Shri. Nathumal R. Mulani aged 61 years Occupation: Business, resident of II Floor, Indra Villa, Plot No. 30-31, Suryanagar Colony, Inside Kaushalya Estate, Karkhana, Secunderabad - 500 009 (hereinafter called the "FIRST PARTNER")

2. Shri. Pradeep N. Mulani Late Shri. Nathumal R. Mulani aged 56 years Occupation: Business, resident of III Floor, Indra Villa, Plot No. 30-31, Suryanagar Colony, Inside Kaushalya Estate, Karkhana, Secunderabad - 500 009 (hereinafter called the "SECOND PARTNER")

Shri. Mehul V. Mehta S/o. Late Shri. Vasanth U. Mehta aged 40 years, Occupation: Business, resident of Plot No. 21, 1st Floor, Bapubagh Colony, Prendergast Road, Secunderabad - 500 003 (hereinafter called the "THIRD PARTNER")

Shri. Jayesh P. Mulani S/o. Shri. Pradeep N. Mulani aged 25 years, Occupation: Business, resident of III Floor, Indra Villa, Plot No. 30-31, Suryanagar Colony, Inside Kaushalya Estate, Karkhana, Secunderabad - 500 009 (hereinafter called the "FOURTH PARTNER")

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S.NO: 6179 DATE : 07/04/2017 RS:100/-

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R/O: HYD

5. Shri. Ketan C. Parekh S/o. Shri. Chandrakanth M. Parekh aged 47 years Occupation: Business, resident of H. No. 30, Luxura Greens, Opp: Kendriya Vigyalaya, New Bowenpally, Secunderabad – 500 011 (hereinafter called the "FIFTH PARTNER")

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6. Shri. Manish Sanghvi S/o. Dr. Upendra Sanghvi aged 47 years, Occupation: Business, resident of H. No. 801, Bajaj Society, Bajaj Road, Vile Parle (West), Mumbai - 400 056 (hereinafter called the "SIXTH PARTNER")

7. Shri Sudhir U. Mehta S/o. Late Shri. Uttamlal Mehta, aged about 60 years, Occupation: Business, resident of Plot No. 21, Ground Floor, Bapu Bagh Colony, P. G. Road, Secunderabad – 500 003 (hereinafter called the "SEVENTH PARTNER")

8. Shri. Karna S. Mehta S/o. Shri Sudhir U. Mehta aged about 26 years, Occupation: Student, resident of Plot No. 21, Ground Floor, Bapu Bagh Colony, P. G. Road, Secunderabad - 500 003 (hereinafter called the "EIGTH PARTNER")

Shri. Rahul. B. Mehta S/o. Late Shri Bharat U. Mehta, aged about 36 years, Occupation: Business, resident of Uttam Towers, 4th Floor, D. V. Colony, Minister Road, Secunderabad – 500,003 (hereinafter called the "NINTH PARTNER")

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10. Shri. Tejas D. Mehta, S/o. Shri. Deepak U. Mehta, aged about 39 years, Occupation: Business, resident of Flat No. 601, A Block, Amsri Central Court, Opp: Rail Nilayam, Secunderabad - 500 003 (hereinafter called the "TENTH PARTNER")

11. Shri. Hardik D. Mehta, S/o. Shri. Deepak U. Mehta, aged about 36 years, Occupation: Business, resident of Flat No. 401, 4th Floor, Maheshwari Residency, D. V. Colony, Minister Road, Secunderabad - 500 003 (hereinafter called the "ELEVENTH PARTNER").

AND

12. Shri. Sumeet B. Mulani S/o. Late Shri. Bassar N. Mulani aged 35 years, Occupation: Business, resident of I Floor, Indra Villa, Plot No. 30-31, Suryanagar Colony, Inside Kaushalya Estate, Karkhana, Secunderabad - 500 009 (hereinafter called the "TWELFTH PARTNER")

WHEREAS:

A. Shri. Ratan N. Mulani, Shri. Pradeep N. Mulani, Shri. Jayesh P. Mulani, Shri. Ketan C. Parekh, Shri Sudhir U. Mehta, Shri. Karna S. Mehta, Shri. Tejas D. Mehta, Shri. Hardik D. Mehta were doing in partnership business along with Late Shri. Bassar N. Mulani under the name and style of 'M/s. Gulmohar Residency' since 01.03.2014 and their relations inter-se were governed by Partnership Deeds dated 19.11.2005, 01.12.2005, 15.04.2008, 05.03.2014, and Retirement Deeds dated 15.04.2008 and 05.03.2014



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- B. Shri. Bassar N. Mulani has reached heavenly abode on 28th September 2014. Under the WILL of Late. Shri. Bassar N. Mulani the share in the partnership firm devolved upon his son Shri. Sumeet B. Mulani. Further, clause 18 of partnership deed dated 05.03.2014 provides that in case death of any partner, the legal heir of the demised partner shall be offered and admitted to the partnership in the place of the deceased partner. Accordingly Shri. Sumeet B. Mulani being the legal hier and also that the share in partnership firm got devolved under the WILL of Shri. Bassar N. Mulani, he has been offered partnership by the surviving partners in the place of the deceased Shri. Bassar N. Mulani to which Shri. Sumeet B. Mulani has agreed to. Accordingly Shri. Sumeet B. Mulani has been admitted to the partnership w.e.f 29.09.2014 in the place of deceased partner Late. Shri. Bassar N. Mulani on the same terms and conditions as contained in Deed of Partnership dated 05.03.2014. The formal partnership deed admitting Shri. Sumeet B. Mulani in the place of Late Shri. Bassar N. Mulani has remained to be executed and therefore this Partnership deed is now being executed.
- C. Shri. Ratan N. Mulani, Shri. Pradeep N. Mulani, Shri. Mehul V. Mehta, Shri. Jayesh P. Mulani, Shri. Sumeet B. Mulani, Shri. Ketan C. Parekh, Shri. Manish Shanghvi, Shri Sudhir U. Mehta, Shri. Karna S. Mehta, Shri. Rahul B. Mehta, Shri. Tejas D. Mehta, Shri. Hardik D. Mehta, the Continuing/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.

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S.NO: 6182 DATE : 07/04/2017 RS:100/-

TO: L RAMACHARYULU

S/O: LAE L RAGHAVENDRA RAO

FOR WHOM: GULMOHAR RESIDENCY

R/O: HYPD. The said parties hereto are desirous of recording the terms and conditions of this retirement cum Partnership deed agreed upon into writing.

NOW THEREFORE THIS RETIREMENT CUM PARTNERSHIP DEED WITNESSETH AS FOLLWS:

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- 1. It is hereby confirmed and ratified that Shri. Sumeet B. Mulani is admitted in the partnership in the place of Late Bassar N. Mulani in the firm M/s. Gulmohar Residency w. e. f. 29th September 2014.
- The name of the Partnership Firm shall be "Gulmohar Residency" or any other name partners may mutually decide.
- The business of the partnership firm shall continue to be carried in the name and style as "Gulmohar Residency" or any other name partners may mutually decide.
- 4. The re-constituted Partnership firm shall deemed to be effective from 29th September 2014.

The Principal Office of the firm shall continue to be at Plot No.8, Road No.5, Nacharam Industrial Estate, C/o. Dilpreet Tubes, Hyderabad - 500 067 and the same may be changed to any other place or places mutually agreed upon by the partners.

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- 6. 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.
- 7. The Continuing Partners and the incoming 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.
- 8. 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.
- 9. Shri. Sudhir U. Mehta (the Continuing Partner herein) 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.
- 10. The Continuing Partners and the Incoming 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). 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.
- 11. The Profit & Loss of the firm shall be shared and borne between the partners as under:

. Shri. Ratan N. Mulani (First Partner)

ii. Shri. Pradeep N. Mulani (Second Partner)

iii. Shri. Mehul V. Mehta (Third Partner)

iv. Shri. Jayesh Mulani (Fourth Partner)

v. Shri. Ketan C. Parikh ((Fifth Partner)

vi. Shri. Manish Shanghvi (Sixth Partner)

vii. Shri. Sudhir U. Mehta (Seventh Partner)

viii.Shri. Karna S. Mehta (Eighth Partner)

ix. Shri. Rahul B. Mehta (Ninth Partner)

x. Shri. Tejas D Mehta (Tenth Partner)

xi. Shri. Hardik D. Mehta (Eleventh Partner)

xii. Shri. Sumeet B Mulani (Twelfth Partner)

- 18% (Eighteen Per cent)

- 06.5% (Six and Half Per cent)

- 05% (Five per cent)

- 06.5% (Six and Half Per cent)

- 20% (Twenty Per cent)

- 10% (Ten Per cent)

- 05% (Five Per cent)

- 05% (Five Per cent)
- 05% (Five Per cent)

- 05% (Five Per cent)

- 05% (Five Per cent)

- 09% (Nine Per cent)

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- 12. 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.
- 13. The firm's bank accounts shall be operated jointly by two partners. One of such joint partners shall be either Shri. Sudhir Mehta OR Ketan C. Parekh and second such joint partner shall be either Shri. Ratan N. Mulani OR Shri. Pradeep N. Mulani 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.
- 14. 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.
- 15. 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.
- 16. The Partnership shall be at WILL.
- 17. 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.
- 18. 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.

19. 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.

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- 20. 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.
- 21. 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.
- 22. 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.

4. Shri. Jayesh P. Mulani.

2.

7. Shri Sudhir U. Mehta.

10.Shri. Tejas D. Mehta.

5. Shri. Ketan C. Parekh.

8. Shri. Karna S. Mehta.

11.Shri. Hardik D. Mehta.

1. Shri. Ratan N. Mulani.

2. Shri. Pradeep N. Mulani

3. Mehul V. Mehta

6. Manish Shangvi.

9. Ranul. B. Mehta

12. Shri. Sumeet B. Mulani.