

తెలంగాణ तेलंगाना TELANGANA

Date:04-07-2017 s.No. 16210 Sold to: S/o.W/o.D/o. For Whom:

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

PARTNERSHIP DEED

This **Deed of Partnership** is made and executed at Secunderabad on this the 4th day of July 2017 by and between:

- 1. 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 (PARTY OF THE FIRST PART)
- 2. 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 (PARTY OF THE SECOND PART)

(Hereinafter jointly referred to as Continuing Partners).

AND

1. M/s. Modi Properties Pvt Ltd (Formerly known as 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 represented by its Director Shri. Gaurang Mody S/o. Shri. Jayantilal Mody (PARTY OF THE THIRD PART)

2. Shri. Soham Modi S/o. Late Shri. Satish Modi aged 47 years Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad - 500 034 (PARTY OF THE FOURTH PART) For MODI PROPERTIES

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Date:04-07-2017 S.No. 16211 Sold to: S/o.W/A-D/or For Whom:

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- 3. Shri. Anand S. Mehta S/o. Shri. Suresh U. Mehta aged 39 years Occupation: Business, resident of H. No. 10-10-32, A Block, Flat No. 701, Welkin Park, Begumpet, Hyderabad - 500 016 (PARTY OF THE FIFTH PART)
- 4. Shri. Hari S. Mehta S/o. Shri. Suresh U. Mehta aged 35 years Occupation: Business, resident of Flat No. 402, Uttam Towers, D. V. Colony, Minister Road, Secunderabad - 500 003 (PARTY OF THE SIXTH PART)

(Hereinafter collectively referred to as Incoming Partners).

WHEREAS:

A. Shri. Ketan C. Parekh and Shri. Sudhir U. Mehta were doing business in partnership under the name and style of 'M/s. Modi Estates" since 01.02.2014 and their relations inter-se were governed by Partnership Deeds dated 13.05.1996,, 15.01.2002, 01.04.2006,19.12.2013, 31.01.2014. Supplementary Deed of Partnership deed dated 19.08.2009 and Retirement Deeds dated 15.01.2002, 01.04.2006, 31.01.2014. For MODI PRO

Director



తెలంగాణ तेलंगाना TELANGANA

For Whom:

Date:04-07-2017 S.No. 16212 S/o.W/Q-D/o.

-3-

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

- B. The party of the First part and the party of the Second part 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 four (4) more new partners namely M/s. Modi Properties Pvt Ltd (represented by its Director Mr. Gaurang Mody) (party of the Third Part herein), Shri. Soham Modi (party of the Fourth Part herein), Shri. Anand S. Mehta (party of the Fifth Part herein) and Shri. Hari S. Mehta (party of the Sixth Part herein) as new partners with effect from 1st July 2017.
- C. The Continuing Partners along with the new Partners i.e., party of the THIRD PART, party of the FOURTH PART, party of the FIFTH PART and party of the SIXTH PART 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.
- D. The continuing Partners along with the newly admitted partner shall be entitled to all its properties, assets, credits, goodwill and all profits and benefits thereof and remains severally and jointly responsible for its past and future liabilities and losses, if any.

E. The said parties hereto are desirous of recording the terms and conditions of this Partnership cum Retirement deed agreed upon into writing. For MODI PROP



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Date:04-07-2017 S.No. 16213

Sold to:

S/o.W/o.D/o.

For Whom:

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

NOW THEREFORE THIS PARTNERSHIP DEED WITNESSETH AS FOLLWS:

- 1. That M/s. Modi Properties Pvt Ltd (represented by its Director Mr. Gaurang Mody), Shri. Soham Modi, Shri. Anand S. Mehta and Shri. Hari S. Mehta hereby admit as new partners in the partnership firm M/s. Modi Estates with effect from 1st July 2017.
- The business of the partnership firm shall continue to be carried in the name and style as "Modi Estates" or any other name partners may mutually decide.
- 3. The re-constituted Partnership firm with the incoming partners shall be effective from 1st July 2017.

4. The changed address of the Principal Office is 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 For MODI PROPERTIES PATE mutually agreed upon by the partners.

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S.No. <u>16214</u> <u>Date:04-07-2017</u>

Sold to:

S/O.W/O.D/O. Cate Naking Pas

For Whom: Modi Distates

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

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5. The nature of business:

- a. The main nature of business of the Partnership Firm shall be as given below and/or such other business(s) that may be agreed by the Partners from time to time.
 - (i) Buy & sell immovable property.
 - (ii) Develop immovable property into plots, residential complex, independent houses, individual residential bungalows, commercial complex, shops, office complex, etc.
 - (iii) Take on lease or lease immovable property
 - (iv) Invest into companies, firms, LLPs and other such entities related to and engaged in real estate and real estate development business.
 - (v) Borrow or lend funds related to real estate business.
 - (vi) Take up construction contracts.
 - (vii) Provide consultancy, brokerage etc., related to construction and real estate businesses.
 - (viii) Any other activity related to real estate business.

(ix) Act as property managers, agents, brokers, under writers, consultants, etc.

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- b. The incidental or ancillary nature of the partnership firm shall include:
 - i. To acquire and undertake the whole or any other part of the business, which the firm is authorized to carry on.
- ii. To enter into Partnership or any other arrangement for sharing of profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, firm, LLP or Company carrying on or engaged in or about to carry on or engage in, or any business or transaction capable of being conducted so as to directly or indirectly benefit this firm.
- iii. To employ or otherwise acquire technical experts, engineers, mechanics, foremen, skilled and unskilled labour for any of the purpose or business of the firm.
- iv. To pay, satisfy or compromise any claims made against the firm.
- v. To advance and lend moneys upon such securities or without securities therefore as may be thought proper in connection with the firm's business, and to invest such of the firm's money not immediately required in such manner as may from time to time be determined by the Partners of the firm.
- vi. To dispose off the whole of the undertaking of the firm or any part thereof for such consideration as the firm may think fit.
- vii. To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors, or otherwise and either alone or in conjunction with other and either by so through agents, sub-contractors, trustees or otherwise.
- 6. 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.
- 7. 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.
- 8. M/s. Modi Properties Pvt Ltd represented by its Managing Director Shri. Soham Modi (the Incoming 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.
- 9. 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., 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 (i.e., Modi Properties Pvt Ltd represented by its Managing Director Shri. Soham Modi).

Director

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

i. M/s. Modi Properties Pvt Ltd
 ii. Shri. Soham Modi
 iii. Shri. Anand S. Mehta
 iv. Shri. Hari S. Mehta
 v. Ketan C. Parekh
 vi. Sudhir U. Mehta

- 25% (Twenty Five Per cent)
- 20% (Twenty Five Per cent)
- 20% (Twenty Per cent)
- 05% (Five Per cent)
- 05% (Five Per cent)

- 11. 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.
- 12. The firm's bank accounts shall be operated jointly by two partners. The First such joint partner shall be either the Third Partner (M/s. Modi Properties Pvt Ltd represented by its Managing Director Shri. Soham Modi) OR Fourth Partner (Shri. Soham Modi) AND second such joint partner shall be either the Fifth Partner (Shri. Anand Mehta) OR the Sixth Partner (Shri. Hari S. Mehta) 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.
- 13. 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.
- 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.

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Directo

- 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.

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

Witnesses:

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Shri. Ketan C. Parekh. Mehta

Shri. Sudhir U. Mehta

(Continuing Partners)

1. M/s. Modi Properties Pvt Ltd

For MODI PROPERTIE

Gaurang Modification (Director)

Shri. Soham Modi

3. Shri. Anand S. Mehta

4. Shri. Hari S. Mehta

(Incoming Partners)

FORM NO. II

[Vide rule 3 of A. P. Partnership (Registration o Firms) Rules, 1951]

STATEMENT OF ALTERNATION IN THE NAME OF THE FIRM OR IN THE LOCATION OF THE PRINCIPAL PALCE OF BUSINESS

Presented or forwarded to the Registrar of Firms for filing by Firm No. 874 / 2003
We, the Undersigned being the Partners of the Firm M/s. MODI ESATES
here by supply the following particulars pursuant to section 60(1) of the Indian Partnership Act, 1932:

NAME OF FIRM

Previous Name	New Name

PRINCIPAL PLACE OF BUSINESS

Previous Place	New Place
Plot No.8, Road No.5	5-4-187/3 &4, 2 nd Floor
Nacharam Industrical Estate	Soham Mansion, M. G. Road,
C/o. Dilpreet Tubes, Hyderabad.	Secunderabad – 500 003

Mr. Ketan C. Parekh, Son of Mr. Chandrakanth M. Parekh, aged 47 years of Hindu religion, do hereby declare that the above statement is true and correct to the best of my knowledge and belief

Mr. Sudhir U. Mehta, Son of Late Uttamlal Mehta, aged about 60 years of Hindu religion, do hereby declare that the above statement is true and correct to the best of my knowledge and belief

M/s. Modi Properties Pvt Ltd (Formerly known as Modi Properties & Investments Pvt Ltd) rep by its Director Mr. Gaurang Mody, Son of Jayantilal Mody, aged about 48 years, of Hindu religion, do hereby declare that the above statement is true and correct to the best of my knowledge and belief

FOR MODI PROPE

SignaturDirector

Signature

Mr. Soham Modi, Son of Late Satish Modi, aged about 47 years of Hindu religion, do hereby declare that the above statement is true and correct to the best of my knowledge and belief)

Signature

Shri. Anand S. Mehta S/o. Shri. Suresh U. Mehta aged 39 years Occupation: Business, of Hindu religion, do hereby declare that the above statement is true and correct to the best of my knowledge and belief

Signature

Shri. Hari S. Mehta S/o. Shri. Suresh U. Mehta aged 35 years Occupation: Business of Hindu religion, do hereby declare that the above statement is true and correct to the best of my knowledge and belief

Signature

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. "M/s. MODI ESATES" 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. M/S. MODI PROPERTIES PVT LTD (FORMERLY KNOWN AS MODI PROPERTIES & INVESTMENTS PVT LTD) REP BY ITS DIRECTOR MR. GAURANG MODY S/O. MR. JAYANTILAL MODY R/O. 5-4-187/3 AND 4, 2 ND FLOOR, SOHAM MANSION, M. G. ROAD, SECBAD	
2. MR. SOHAM MODI S/O. LATE SATISH MODI R/O. PLOT NO. 280, ROAD NO.25 JUBILEE HILLS, HYDERABAD 500 034.	
3. MR. ANAND S. MEHTA S/O. MR. SURESH U. MEHTA R/O. 10-10-32, A-BLOCK, FLAT NO. 701 WELKIN PARK, BEGUMPET, HYDERABAD – 500 016.	
4. MR. HARI. S. MEHTA S/O. MR. SURESH U. MEHTA R/O. FLAT NO. 402, UTTAM TOWERS D. V. COLONY, MINISTER ROAD SECUNDERABAD – 500 003.	Ma
1. Words For	MODI BROREWLES BYT. LTD.

(Continuing Partner)

Station: Sec-bad

Date:

Signature of the incoming, continuing or outgoing partner or of

Director

his specially authorised agent

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(2). The firm M/s. MODI ESATES"

has been changes with effect from the

(Continuing Partner)

Station: Sec-bad

Date:

(Incoming Partner)

(Incoming Partner)

Signature of the person who was a partner immediately before

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

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)



POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

CONTINUING PARTNER:

1. SHRI. KETAN C. PAREKH S/O. SHRI. CHANDRAKANTH M. PAREKH R/O. H. NO. 30, LUXURA GREENS **NEW BOWENPALLY SECUNDERABAD**

NAME & PERMANENT

2. SHRI. SUDHIR U. MEHTA S/O. LATE UTTAMLAL MEHTA R/O. PLOT NO. 21, GROUND FLOOR **BAPUBAGH COLONY** P. G. ROAD, SECUNDERABAD



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INCOMING PARTNERS:

- 1. M/S. MODI PROPERTIES PVT LTD (FORMERLY KNOWN AS **MODI PROPERTIES & INVESTMENTS** PVT LTD) REP BY ITS DIRECTOR MR. GAURANG MODY S/O. MR. JAYANTILAL MODY R/O. 5-4-187/3 AND 4, 2ND FLOOR, SOHAM MANSION, M. G. ROAD, SECBAD
- 2. MR. SOHAM MODI S/O. LATE SATISH MODI R/O. PLOT NO. 280, ROAD NO.25 JUBILEE HILLS HYDERABAD 500 034.
- 3. MR. ANAND S. MEHTA S/O. MR. SURESH U. MEHTA R/O. 10-10-32, A-BLOCK, FLAT NO. 701 WELKIN PARK BEGUMPET, HYDERABAD - 500 016.
- 4. MR. HARI. S. MEHTA S/O. MR. SURESH U. MEHTA R/O. FLAT NO. 402, UTTAM TOWERS D. V. COLONY MINISTER ROAD SECUNDERABAD - 500 003. PVT. LTD.











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