

မေဝနြုံ့ချိန် <mark>आ-થ प्रदेश ANDHRA PRADESH</mark> ေး 29-08-2012 Serial No ေ 11,306 Denomin

AV 238913

Purchased By : K PRABHANAR REDDY

S/O N P REDDY R/O HYD Sub Registrar
Ex.Officio Stamp Vendor
S.R.O.VALLABNAGAR

For Whom :

PARTNERSHIP DEED

Denomination :

M/S SUMMIT BUILDERS

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This **PARTNERSHIP DEED** is made and executed at Secunderabad on this the 29th day of August 2012 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, II Floor, Soham Mansion, M. G. Road, Secunderabad 500 003 represented by its Managing Director Shri. Soham Modi S/o. Shri. Satish Modi aged 42 years Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad 500 034 (hereinafter called "FIRST PARTNER").
- 2. **Shri. Gaurang Mody** S/o. Shri. Jayantilal Mody aged 42 years, Occupation: Business, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Secunderabad 500 016 (hereinafter called "SECOND PARTNER")

AND

3. **Syed Mahmood Kamran Mehdi** S/o. Shri. Syed Mehdi aged 20 years, Occupation: Student, resident of 1-5-16/2/1, Zamistanpur, Musheerabad, Hyderabad — 500 020 (hereinafter called "THIRD PARTNER")

For Modi Properties & Investments Pvt. Lid.

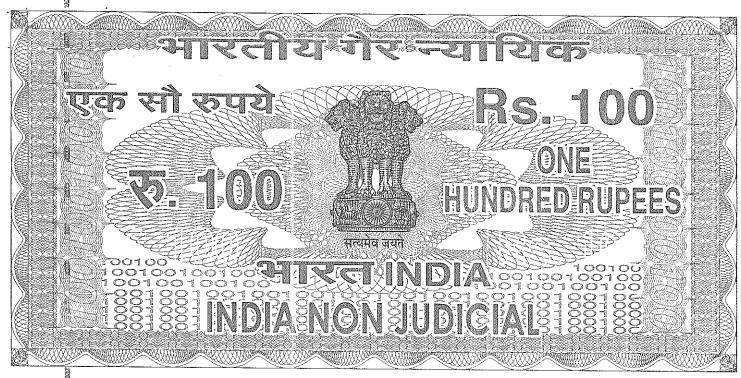
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Managing Director

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AV 238914

Firchased by : K PRABHYYAR REDDY

s/o k p Reddy R/o hyd , Sub Registrar
Ex.Officio Stamp Vendor
5.R.O. VALLABNAGAR

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Denomination :

For Whom : M/S SUMMET BUILDERS

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WHEREAS:

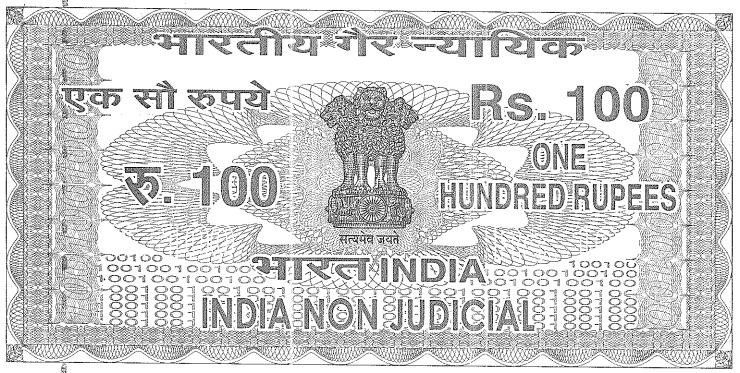
- A. M/s. Modi Properties & Investments Pvt Ltd and Shri. Gaurang Mody were carrying on partnership business under the name and style of **M/s. Summit Builders** and their relations inter-se were and terms and conditions of partnership business were governed and evidenced by in the partnership deed dated 1st April 2004.
- B. M/s. Modi Properties & Investments Pvt Ltd (First Partner herein) and Shri. Gaurang Mody (Second Partner herein) hereto are desirous of undertaking new construction projects of group housing scheme and they need finances for the same.
- C. The existing partners have expressed their intention to admit a new partner viz., Syed Mahmood Kamran Mehdi and have agreed to join as a third partner in the partnership business that of "Summit Builders".
- D. The said Partners hereto have agreed on certain terms and conditions governing the Partnership business and the relations inter-se and are desirous of reducing into writing the same into writing.

For Modi Properties & Investments Pvt Lid.

Managing Director

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AV 238915

1-08-2012 Serial No : Furchased By :

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R/O HYD

For Whom :

M/S SUMMIT BUILDERS

Sub Registrar

Ex.Officio Stamp Vendor S.R.O. VALLABNAGAR

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SEC-BAD NOW THEREFORE THIS PARTNERSHIP DEED WITNESSETH AS FOLLOWS:

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

2. This new partnership shall be with effect from 1st April 2012.

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 developers, managers, underwriters, retailers, advisors etc., and/or any such other business (s) that may be mutually agreed upon.

5. The Partnership 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.

For Modi Properties & Intestments Pyblid.

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आन्ध्र प्रदेश ANDHRA PRADESH Denomination :

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Purchased By : PRAZE**L**KAR REDDY S/O K P REDDY

R/O HYD

For Whom : M/S SUMMET BUILDERS

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6. The Partnership may borrow money from outside for the partnership business including borrowals from the banks and financial institutions and such borrowals shall be made with the consent of all the partners in writing.

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- 7. The FIRST PARTNER represented by Mr. Soham Modi duly authorized by the company shall be the Managing Partner overall in charge for smooth running of the firm and is authorized to apply and obtain necessary sanctions/permissions from all concerned authorities like HMDA, GHMC, A. P. Transco (Electricity Department), Water and Drainage Department (HMWS & SB), Income Tax Departments etc., in connection with business of the firm.
- 8. Documents such as Agreements of Sale, Sale Deeds, Conveyance Deeds, Construction Agreements, General & Specific Power of Attorney etc., that are required to be executed and registered in the course of business shall be executed by the first partner (represented by Mr. Soham Modi). 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 First Partner (represented by Mr. Soham Modi).

For Modi Proporties & nvestments Avvi. Lid

Managing Director

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AV 238917

Purchased by : K PRABEAKAR REDDY S/O K P REDDY R/O HYD,

For Whom : M/S SUMMIT BUILDERS SEC-BAD.

Sub Registrar

Ex.Officio Stamp Vendor
S.R.O. VALLABNAGAR

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Denomination :

- 9. The Profit & Loss of the firm shall be shared and borne between the partners as under:
 - a. First Partner (Modi Properties & Investments Pvt Ltd

30% (Thirty Percent) 50% (Fifty Percent)

b. Second Partner (Shri. Gaurang Mody)c. Third Partner (Syed Mahmood Kamran Mehdi)

20% (Twenty Percent)

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 by the first partner (represented by Mr. 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.

For Modi Properties & Investments Ovi. Lin

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- 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.
- 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 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.

For Modi Properties Investments Byt. Ltd.

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:

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2 James

For Modi Properties & Investments Pvt. Ltc.

FIRST PARTNER Director

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SECOND PARTNER

THIRD PARTNER