

Denomination: 100

K. PRABHAKAR REDDY S/O. KIP. REDDY

R/O. HYD.

For William

M/S. B & C ESTATES R/O. SECBAD.

Sub Registrar

Ex. Officio Stamp Vendor

SRO: Uppal

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is made and executed at Secunderabad on this the 15th day of May 2013 by and between:

1. M/s. Green Space Properties Hyderabad Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its registered office at 1-2-593/38, Plot No. 175, St. No. 4, Lane no. 6, Domalguda, Hyderabad represented by its Director, Smt. U. Ramadevi, W/o. Shri U. Pradeep Kumar, aged 44 years, who is authorized to enter into a partnership business under a board resolution passed in a board meeting held on 13th May 2013. (Hereinafter called the "FIRST PARTNER").

Shri Chanda Srinivas Rao, S/o. Shri Parameshwar, aged about 46 years, R/o. of plot no. 266, New Vasavi Nagar, Kakaguda, Secunderabad - 500003. (Hereinafter called the

For Greenspace Properties Hyderabad Pvt. Ltd.

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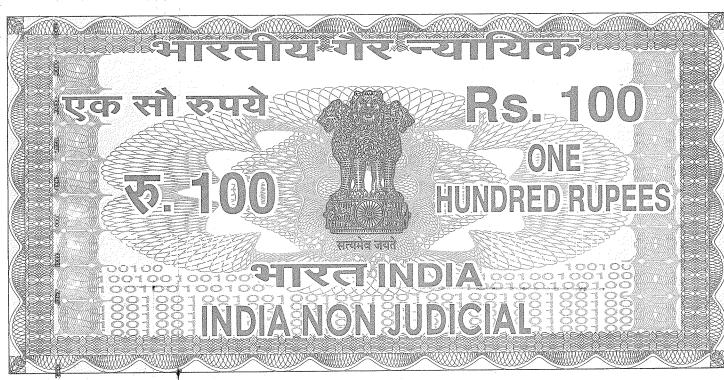
Director

Ryrvi: M. Mehla k. Anwadha.

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BA 578860

Date:07/05/2013, 11:49 AM

Purchased By: K. PRABHAKAR REDDY S/O. K.P. REDDY R/O. HYD.

For Whom

B& C ESTATES

R/O. SECBAD.

Senal No. 7,618

Denomination: 100

Sub Registrar Ex. Officio Stamp Vendor

SRO: Uppal AND

3. Shri. K. V. Subba Reddy S/o. Shri. K. Chandra Sekhar Reddy aged about 43 years, Occupation: Business, resident of Flat No. 502, Vasavi Homes, Street No.1, Uma Nagar, Kundanbagh, Hyderabad (Hereinafter called the "THIRD PARTNER") "

4. Sri Bhavesh Mehta, S/o. Late Sri Vasant Mehta, aged about 41 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad – 500 003 (Hereinafter called the "FOURTH PARTNER").

5. Shri Mehul V. Mehta, S/o. Shri Vasanth U. Mehta, aged about 37 years, Occupation: Business, resident of Plot No. 21, 1st Floor, Bapu Bagh Colony, P. G. Road, Secunderabad – 500 003 (Hereinafter called the "FIFTH PARTNER").

6. Smt. Purvi M. Mehta W/o. Shri. Mehul V. Mehta aged 34 years, Occupation: Business, resident of Plot No. 21, 1st Floor, Bapu Bagh Colony, P. G. Road, Secunderabad – 500

resident of Plot No. 21, 1 Floor, Bapti Bagn Cold (Mereinafter called the "SIXTH PARTNER") (See a space Properties Hyderabad Pvt. Ltd.

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Director

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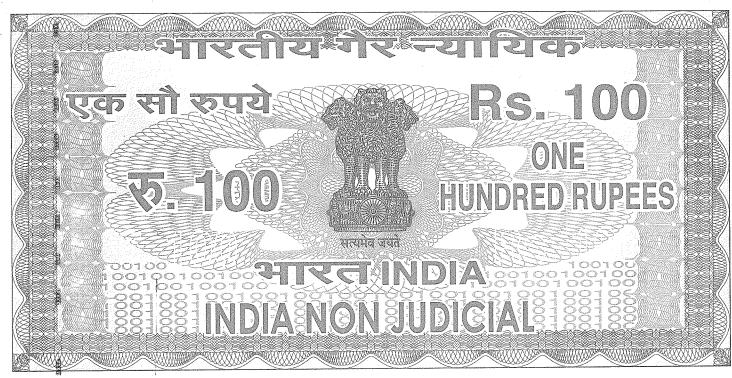
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For Modi Properties & Investments Pvt

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Managing Director



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BA 578861

Date:07/05/2013, 11:50 AM Purchased By: K. PRABHAKAR REDDY S/O. K.P. REDDY

R/O. HYD.

For Whom **B& C ESTATES** R/O. SECBAD.

Serial No. 7,619

Ex. Officio Stamp Vendor SRO: Uppal

Denomination: 100

Shri. Karike. Nageshwar Rao S/o. Late. Shri. Balraj aged 61 years, Occupation: Business, resident of 6-6-78/A, Devi Complex, Kavadiguda, Secunderabad – 500 080 (Hereinafter called the "SEVENTH PARTNER").

Smt. Karike Nirmala Devi W/o. Shri. Karike. Nageshwar Rao aged 53 years, Occupation: Housewife, resident of 6-6-78/A, Devi Complex, Kavadiguda, Secunderabad - 500 080 (Hereinafter called the "EIGHTH PARTNER").

Shri. Karike. Ashok S/o. Late. Shri. Balraj aged 60 years, Occupation: Business, resident of 6-6-71/3, Devi Complex, Kavadiguda, Secunderabad – 500 080 (Hereinafter called the "NINTH PARTNER").

10. Smt. Karike. Anuradha W/o. Shri. Karike. Ashok aged 60 years, Occupation: Housewife, resident of 6-6-71/3, Devi Complex, Kavadiguda, Secunderabad - 500 080 (Hereinafter

called the "TENTH PARTNER").

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Directar

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For Most Properties & investigents Pvt. Ltd.

Managing Director)





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Denomination: 100 BA 578862

Purchased By: K. PRABHAKAR REDDY S/O. K.P. REDDY R/O. HYD.

For Wham **B&C** ESTATES R/O. SECBAD.

Ex. Officio Stamp Vendor SRO: Uppal

11. 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 43 years who is authorized to enter into a partnership business under a board resolution passed in a board meeting held on 13th May 2013 (Hereinafter called the "ELEVENTH PARTNER").

WHEREAS:

A. M/s. Green Space Properties Hyderabad Pvt. Ltd., represented by its Director, Smt. U. Ramadevi and Shri Chanda Srinivas Rao along with Mrs. K. Sridevi, Sri Sudhir Mehta, Shri Soham Modi and Shri. Yerram Vijay Kumar were carrying on partnership business under the name and style of M/s. B & C Estates and their relations inter-se were and terms and conditions of partnership business were governed and evidenced by in the Partnership Deed dated 21.08.2006, Partnership Deed dated 28.08.2006, Supplementary Deed of Partnership dated 19.01.2007, Retirement deed dated 20.12.2007, Partnership Deed dated 20.12.2007, Partnership deed dated 03.05.2008 and Retirement Deed dated

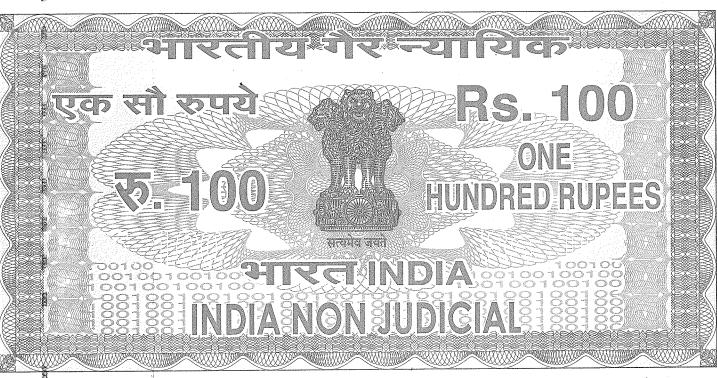
For Greenspace Properties HyoehMay 20:13:td.

Director

For Modi Properties & Investments PVL La

Managing Director

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Date:07/05/2013, 11:50 AM Purchased By: K. PRABHAKAR REDDY

S/O. K.P. REDDY R/OF HYD.

For Whom B& C ESTATES R/O. SECBAD.

Serial No. 7.621

Denomination: 100

Sub Registrar Ex. Officio Stamp Vendor ⁵BRO: Uppal

B. Mrs. K. Sridevi, Sri Sudhir Mehta, Shri Soham Modi and Yerram Vijay Kumar have retired from the above named partnership firm w.e.f. 31st March, 2013 under a deed of Retirement Deed dated 15th May 2013.

C. The First and Second Partners 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 nine more new partners namely Shri. K. V. Subba Reddy (Third Partner herein), Sri Bhavesh Mehta (Fourth Partner herein), Shri Mehul V. Mehta (Fifth Partner herein), Smt. Purvi M. Mehta (Sixth Partner herein), Shri. Karike Nageshwar Rao (Seventh Partner herein), Smt. Karike. Nirmala Devi (Eighth Partner herein) Shri. Karike Ashok (Ninth Partner herein) Smt. Karike Anuradha (Tenth Partner herein) and M/s. Modi Properties & Investments Pvt. Ltd (Eleventh Partner herein) as new partners.

For Greenspace Properties Hyderabad Pvt. Ltd.

STATE OF

Director

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6 C. Anyradha. For Modi Properties & Investments Pvt. Ltd.

Managing Director

- D. Shri, K.V.Subba Reddy, Shri Bhavesh Mehta, Shri Mehul V. Mehta, Smt. Purvi M. Mehta, Shri. Karike Nageshwar Rao, Smt. Karike. Nirmala Devi, Shri. Karike Ashok, Smt. Karike Anuradha and M/s. Modi Properties & Investments Pvt. Ltd., have agreed to join as Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh partners in the partnership business that of M/s. B & C Estates.
- E. The partners have agreed on certain terms and conditions to govern the partnership business and the relations inter-se and are desirous of reducing the same into writing.

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

- 1. The business of the partnership firm shall be carried in the name and style as "B & C Estates" or any other name partners may mutually decide.
- 2. The Partnership shall be effective from 1st April 2013.
- 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 estate developers, builders, managers, underwriters, retailers, advisors etc., and/or any such other business (s) that may be mutually agreed upon.
- 5. The 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.
- 6. That the partnership shall be entitled to hypothecate, mortgage, create charge on or otherwise encumber the assets of the firm or any part there of 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 in favour of the banks and financial institutions on such terms and conditions as may be mutually agreed upon by all the partners.

7. The Eleventh Partner (M/s. Modi Properties & Investments Pvt. Ltd 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 authorities like HMDA, 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

Far Greenspace Properties Hyderabad Pvt. Ltd.

Director

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Managing Director

- 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 jointly by two partners. The first such joint partner shall be either second partner (Mr. Chandra Srinivas Rao) OR the third partner (Shri. K. V. Subba Reddy) AND the second such joint partner shall be either Fourth Partner (Bhavesh Mehta) OR Fifth Partner Mehul V. Mehta OR the Eleventh Partner (M/s. 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 of business shall be determined solely by the Managing Partner (i.e., (M/s. Modi Properties & Investments Pvt. Ltd represented by its Managing Director Shri. Soham Modi).
- 9. The Profit & Loss of the firm shall be shared and borne between the partners as under:

a) First Partner -**Greenspace Properties** Hyderabad Pvt Ltd - 05% (Five Per cent) Second Partner -Chanda Srinivas Rao - 11% (Eleven Per cent) b) - K. V. Subba Reddy - 14% (Fourteen Per cent) Third Partner Fourth Partner - Bhavesh Mehta -12.5% (Twelve and Half Per cent) Fifth Partner -Mehul V. Mehta -06.25% (Six point two five per cent) e) f) Sixth Partner - Smt. Purvi M. Mehta - 06.25 % (Six point two five per cent) - 05% (Five Per cent) Seventh Partner - K. Nageshwar Rao - Smt. Nirmala Devi Eigth Partner - 05% (Five Per cent) i) Ninth Partner - K. Ashok - 05% (Five Five Per cent) Tenth Partner - Smt. K. Anuradha - 05% (Five Per cent) j) Eleventh Partner -M/s. Modi Properties & Investments Pvt. Ltd - 25% (Twenty Five Per cent)

- 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 jointly by two partners. The first such joint partner shall be either the second partner (Mr. Chandra Srinivas Rao) OR the third partner (Shri. K. V. Subba Reddy) AND the second such joint partner shall be either the Fourth Partner (Bhavesh Mehta) OR the Fifth Partner (Mehul V. Mehta) OR the Eleventh partner (M/s. Modi Properties & Investments 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.

Greenspace Properties Hyderabad Pvl. Lid.

V. Rama Devi Director

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Managing Director)

- 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 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 conditions may be introduced with mutual conditions.		
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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 shower in hyderabad presence of the following witnesses: A Lambusin-Ran Director SECOND TH PARTNER svi. M. Mehta K Nogebhuer Dar EIGHTH PARTNER