



తెలంగాణ తెలంగాణ TELANGANA

V. Phani
AH 732009

Sl.No.2856 Date:20-09-2021, Rs.100/-
Sold To. **K. Gopi Krishna**
S/o. K. Vishnu Murthy R/o. Hyd
For whom: MODI CONSULTANCY SERVICES

Smt. V. PHANI RAJA KUMAR
Licenced Stamp Vendor
Licence No: 16-07-02 of 2013
Ren. Lic. No: 16-07-32/2019
H.No: 5-2-425, Risala Abdulla Lane,
M.J. Market, Hyderabad.
Ph. No. 9392692411

RETIREMENT CUM PARTNERSHIP DEED

This Deed of Retirement cum Partnership is made and executed at Secunderabad on this 28th October 2021 by and between:

1. Mr. Soham Modi S/o. Late Mr.. Satish Modi aged 51 years, Occupation: Business , resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad — 500 034 (Hereinafter referred to as The First Party).

The First Party is hereinafter also referred to as the Continuing Partner.

2. Mrs. Tejal Modi, W/o. Soham Modi, aged 50 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad — 500 034 (Hereinafter referred to as The Second Party).

3. M/s Modi Properties Private Limited, incorporated under the provisions of the Companies Act, bearing CIN: U65993TG1994PTC017795 incorporated on 8th June,1991 having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad-500 003, Telangana, represented by its authorised representative Mr. Kanaka Rao (Hereinafter referred to as Third Partner).

For SUMMIT HOUSING LLP

Page 1 of 12

For Modi Properties Pvt. Ltd.,

Authorised Signatory

For MODI HOUSING PVT. LTD.

Director



తెలంగాణ తెలంగాణ TELANGANA

AG 118509

SL. No. 25554 Date: 26-10-2021, Rupees: 100/-
Sold to: K. Gopi Krishna
S/o. K. Vishnu Murthy, R/o. Hyd.
For whom: Modi Consultancy Services.

KODALI RADHIKA
Licensed Stamp Vendor Lic No. 7/10, 16/7/04/ 19-21
G6, Kubera Towers, Narayanaguda, Hyderabad-29.
Cell: 9866378260, 9440090826

4. M/s Modi Housing Private Limited, incorporated under the provisions of the Companies Act, bearing CIN: U45200TG2002PTC040192 incorporated on 31st December, 2002 having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad -500 003, Telangana, represented by its Director Mr. Gaurang Jayantilal Mody, (Hereinafter referred to as Fourth Partner)

The Second Party, third Party and Fourth Party are hereinafter collectively referred to as the Newly Admitted Partners.

RETIRING PARTNERS:

5. M/s. Summit Housing LLP, a limited liability partnership firm having its registered office at 5-4-187/3 & 4, Soham Mansion, II Floor, M. G. Road, Secunderabad 500003, represented by its Partner Mrs. Tejal Soham Modi, (Hereinafter referred to as Fifth Party).

The Fifth Party is hereinafter referred to as the Retiring Partner.

The term First, Second, third Fourth and the Fifth Party shall unless repugnant to the context or meaning thereof, be deemed to mean and include its respective successors, nominees and permitted assignees.

The term First, Second, third Fourth and the Fifth Party shall be hereinafter collectively referred to as Partners or Parties.

For Modi Properties Pvt. Ltd

For MODI HOUSING PVT. LTD.

Authorised Signato

For SUMMIT HOUSING LLP

Page 2 of 12

Director

Retiring Partner



తెలంగాణ తెలంగాణ TELANGANA

AG 118510

SL. No. 25555 Date: 26-10-2021, Rupees: 100/-
Sold to: K. Gopi Krishna
S/o. K. Vishnu Murthy, R/o. Hyd.
For whom: Modi Consultancy Services.

KODALI RADHIKA
Licensed Stamp Vendor Lic No. 7/10, 16/7/04/ 19-21
G6, Kubera Towers, Narayanaaguda, Hyderabad-29.
Cell: 9866378260, 9440090826

- A. Whereas the continuing Partner and Retiring Partner are carrying on business of real estate development under the name and style of Modi Consultancy Services, bearing FRN no. 1106 of 2013, having its registered office at 5-4-187/3 & 4, Soham Mansion, II Floor, M. G. Road, Secunderabad 500003, Telangana, government by Partnership Deed agreement dated 11th July, 2016.
- B. The Retiring Partners have expressed their desire to retire form the Firm and the Continuing Partner have agreed to continue with the business of the Firm with the Newly Admitted Partner on the terms and conditions given herein and mutually agreed between the parties herein, w.e.f: 28th October, 2021.
- C. The Parties herein have agreed to draw up accounts of the Firm as on this day and the capital balance standing in the books of the Firm of the Retiring Partners as on this day, shall be paid to the Retiring Partners within 60 days.
- D. The Retiring Partners shall hereinafter have no right, title, claim or interest of whatsoever nature on the Firm or the Continuing Partners except the capital balance standing to the credit of the Retiring Partners as given above.
- E. The Parties are hereby recorded in writing the understating between them.

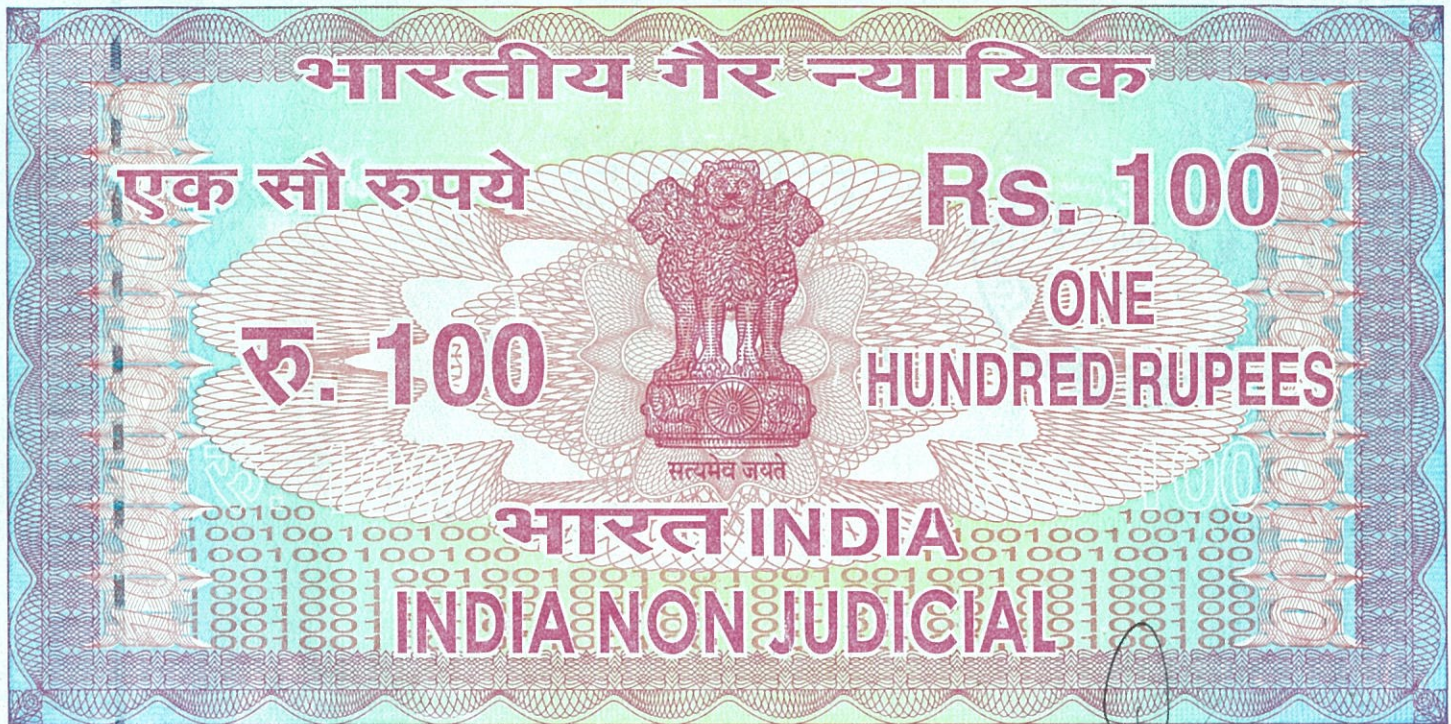
For SUMMIT HOUSING LLP

Designated Partner

For Modi Properties Pvt. L

Authorised Signa

For MODI HOUSING PVT. LTD.



తెలంగాణ తెలంగాణ TELANGANA

AG 118511

SL. No. 25556 Date: 26-10-2021, Rupees: 100/-
Sold to: K. Gopi Krishna
S/o. K. Vishnu Murthy, R/o. Hyd.
For whom: Modi Consultancy Services.

KODALI RADHIKA
Licensed Stamp Vendor Lic No. 7/10, 16/7/04/ 19-21
G6, Kubera Towers, Narayanaguda, Hyderabad-29.
Cell: 9866378260, 9440090826

F. It is hereby agreed and declared by the Parties herein as follows:

1. Name and Registered Office:

- a. The name of the Partnership Firm shall be Modi Consultancy Services. The registered office of the Firm shall be at 5-4-187/3 & 4, Soham Mansion, II Floor, M. G. Road, Secunderabad – 500 003, Telangana, India.

2. Incorporation of Partnership Firm:

- a. The Parties hereto have incorporated Modi Consultancy Services under Firm Registration Number 1106 of 2013 with the Registrar of Firms, Hyderabad District.

3. Nature of Business:

- a. Main objects: The business of the Firm shall be as given below and/or such other business(s) that may be agreed by the Partners from time to time.
- Buy & sell immovable property.
 - Develop immovable property into plots, residential complex, houses, commercial complex, shops, office complex, lab spaces, factory, layouts, farmhouses, industrial buildings, speciality buildings, etc.
 - To buy, sell, renovate, equip such property with furniture, fixtures, equipment, etc.
 - Take on lease or lease immovable property.

For Modi Properties Pvt. Ltd.

For SUMMIT HOUSING LLP

Page 4 of 12

Designated Partner

Authorised Signat

For MODI HOUSING PVT. LTD.

Director



తెలంగాణ తెలంగాణ TELANGANA

AG 118512

SL. No. 25557 Date: 26-10-2021, Rupees: 100/-
Sold to: K. Gopi Krishna
S/o. K. Vishnu Murthy, R/o. Hyd.
For whom: Modi Consultancy Services.

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Licensed Stamp Vendor Lic No. 7/10, 16/7/04/ 19-21
G6, Kubera Towers, Narayanaguda, Hyderabad-29.
Cell: 9866378260, 9440090826

- v. Invest into companies, firms and other such entities related to and engaged in real estate and real estate development business.
- vi. Borrow or lend funds related to real estate business.
- vii. Take up construction contracts.
- viii. Provide consultancy, brokerage etc., related to construction and real estate businesses.
- ix. Any other activity related to real estate business.
- x. Act as property managers, agents, brokers, underwriters, consultants, etc

b. Incidental or ancillary objects: To attain the main objects of the Firm the business of the 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 Joint Venture or any other arrangement for sharing of profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, Firm 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.

For Modi Properties Pvt

For MODI HOUSING PVT. LTD.

For SUMMIT HOUSING LLP

Page 5 of 12

Director

Designated Partner

Authorised Signatory

- 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 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 Partners 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 others including through agents, sub-contractors, trustees or otherwise.

4. Partnership at WILL:

- a. The Firm shall be At Will. Any of the Partner herein who intends to retire must give 30 days' notice to the other partners and the share of retiring partner will stand distributed among the continuing partners.

5. Contribution:

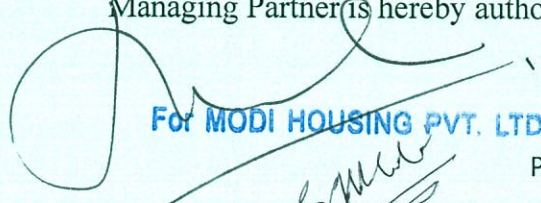
- a. The Partners shall contribute capital to the Firm in proportion to their business stake in the Firm. However, the Partners from time to time on mutual agreement may bring in capital or withdraw capital as they deem fit and proper as may be required for the business of the Firm.
- b. The Partners shall not be entitled to any interest on the capital standing to their credit in the accounts of the Firm.
- c. The Firm may further borrow monies from the Partners, individuals, banks and financial institutions, etc. at such interest rate agreed by the Partners and such borrowals for the operations of the Firm shall be binding on the Firm.

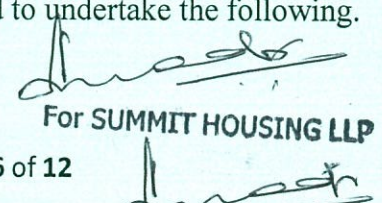
6. Accounting of Financial results:

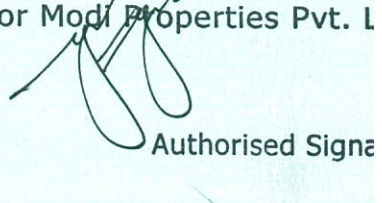
- a. The revenue expenditure of the Firm like statutory liabilities, interest, administrative expenses, etc. shall be met from the revenue of the Firm.
- b. Books of accounts, balance sheet and profit & loss account shall be drawn up, at least once a year at the close of each Financial year i.e., 31st of March.
- c. The accounts of the Firm shall be maintained at its registered office.
- d. All Partners shall be entitled to inspect the accounts of Firm at all times.
- e. The accounts of the Firm shall be maintained and audited in accordance with norms/rules specified by relevant statutory enactments from time to time.

7. Management:

- a. The First Party shall be the Managing Partner of the Firm. The Managing Partner shall be responsible for the day-to-day operations of the Firm in an effective manner. Further, the Managing Partner is hereby authorised to undertake the following. For Modi Properties Pvt. L


For MODI HOUSING PVT. LTD.


For SUMMIT HOUSING LLP


Authorised Signa

- b. To execute and sign agreements, documents, applications, appeals, deeds, including agreement of constructions, agreement of sale, sale deeds, exchange deeds, release deeds, relinquishment deeds, etc., that are incidental to the business of the Firm.
- c. To raise loans from banks, financial institutions or from private parties as and when required in connection with normal course of business. For the said purpose, to execute mortgage deed, deposit of title deeds, to pledge or hypothecate assets of the Firm and execute such other documents / deeds / agreements as may be required for raising fund requirements of the Firm
- d. To appoint and do performance assessment of staff, workers, labourers, service providers, etc. to carry on the activities of the Firm and fix their remuneration.
- e. To buy, sell or enter and into contracts for purchase of material and services that are incidental to the business of the Firm.
- f. To buy, sell, construct, develop the immovable and movable properties of the Firm.
- g. To execute/sign/file statements, petitions, applications, declarations, affidavits, claims, undertakings, promissory notes, etc. and appear before any statutory or quasi authority, court of law, tribunal, govt. department, etc. that are incidental to the business of the Firm.
- h. The Partners may by way of a resolution authorise or nominate any Partner or employee of the Firm to execute /sign agreements, documents, applications, appeals, deeds, etc. and appear before any authority/court on behalf of the Managing Partner or Firm.

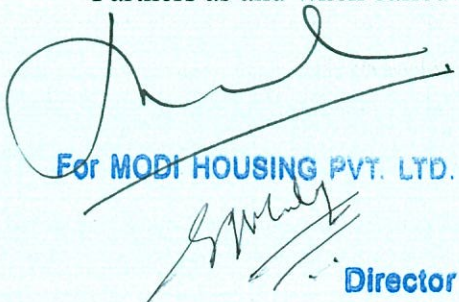
8. Business Stakes (Share) and Sharing of Profit and Losses:

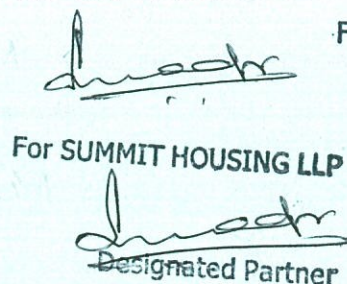
- a. The net profit and loss of the Firm business after deducting interest, if any and remuneration payable to the Partners shall be divided and distributed amongst the Partners at the close of each accounting year in the following ratio:

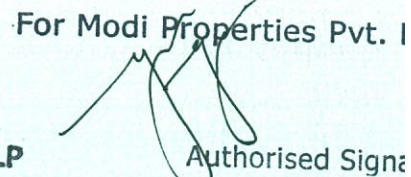
S. No	Name of the Partner	Business Stake (%)	Profit (%)	Loss (%)
1.	First Party	26	26	26
2	Second Party	26	26	26
3	Third Party	24	24	24
4	Fourth Party	24	24	24
Total		100%	100%	100%

9. Business Conduct:

- a. The Partners shall be faithful to the other Partners in all transactions relating to the business of the Firm. They shall give a true and correct account of the same to other Partners as and when called for.


For MODI HOUSING PVT. LTD.
Director


For SUMMIT HOUSING LLP
Designated Partner


For Modi Properties Pvt. L
Authorised Signa

- b. The Partners shall upon every reasonable request provide all information related to the business of the Firm to the other Partners.

10. Bank Account:

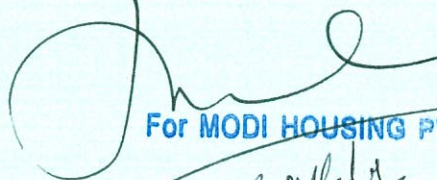
- a. The Bank account of the Firm (i.e., authorised signatories) shall be operated by any one of the Partner of the Firm either by the First Party, the Continuing Partners (Mr. Soham Modi) or by the any of the Newly admitted partners along with the First Party. All Partners, in writing, may from time to time change the authorised signatories/operation of bank account upon mutual agreement.

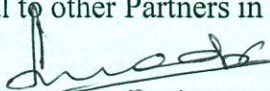
11. Meetings:

- a. The Partners shall meet at least once every six months to discuss the business of the Firm. A meeting of the Partners shall be conducted every year to adopt and approve the audited financial statement and solvency of Firm.
- b. Any Partners shall be entitled to call for a meeting of all the Partners with 7 days advance notice in writing.
- c. The Partners may participate in such meetings by means of video conference or telephone or similar communication facility.
- d. Two Partners present in person shall constitute the quorum for every meeting.
- e. Each Partners shall have one vote in respect of every resolution placed before Firm No proxy is allowed.
- f. All decisions that are fundamental to the structure of the Firm and/or the business shall require unanimous resolution of all the Partners.
- g. The following acts, matters or things always require a unanimous decision of all the Partners.
- i. Borrowing any sum in excess of the capital of the Firm.
 - ii. Giving a Guarantee.
 - iii. Increasing the capital of the Firm.
 - iv. Changing, altering or otherwise amending the nature of the business.
 - v. Introducing into the Firm a new Partner (effecting profit sharing salaried or otherwise);
 - vi. Amending any clause of this Agreement.
 - vii. A change in the name or trademark of the Firm business.
 - viii. The expulsion of any Partners of the Firm.
 - ix. A decision to wind up the Firm.
- h. Any matter that is not fundamental to the business of the Firm and/or the matters as listed above shall be decided by a simple majority of the Partners or two third percentages of the Partners.

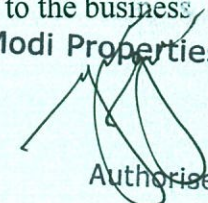
12. Good Faith (Duties):

- a. All Partners shall be just and faithful to other Partners in matters relating to the business of the Firm.


For MODI HOUSING PVT. LTD.


For SUMMIT HOUSING LLP


Designated Partner


For Modi Properties Pvt. Ltd.
Authorized Signat

Page 8 of 12

Director

- b. The Partners shall endeavour to manage the day-to-day business of the Firm in good faith and dedicate sufficient time for the business of Firm;
- c. The Partners shall behave in a proper and responsible manner.
- d. The Partners shall conduct themselves in accordance with this Deed and as per the Indian Partnership Act 1932 and
- e. The Partners shall use their knowledge and expertise for the benefit of the Firm.

13. Rights of Managing Partner:

- a. Mr. Soham Modi, The First Party herein shall be the Managing Partner of the Firm.
- b. Managing Partner can induct a new Partner in the business with the consent of the other existing Partners by majority with mutually agreed investment by the new Partner. Similarly Managing Partner will reconstitute contribution of all the Partners before introducing the new Partner.
- c. Managing Partner will be responsible for taking all strategic decisions viz., appointments, fixation of staff salary and wages, selling price / rates, major decisions related to the business development, transactions with suppliers, vendors and principal.

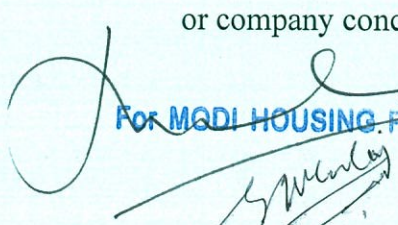
14. Rights of Partners:

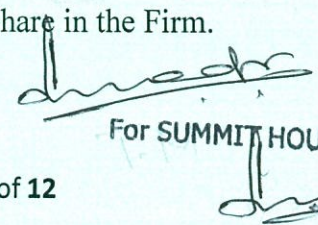
- a. All the Partners hereto shall have the rights, title and interest in all the assets and properties in the said Firm in the proportion of their capital.
- b. Every Partner has a right to have access to and to inspect and copy any books of accounts of the Firm.
- c. Each Party shall be entitled to carry on their own, separate and independent business and other Partners of the Firm shall have no objection to it. The Parties herein shall not use the name of the Firm to carry on their business.

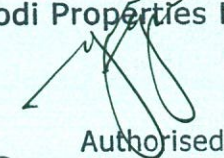
15. Limitation on Partners:

- a. No Partner without the consent in writing of the Managing Partner:
 - i. Engage or dismiss (except for gross misconduct) the employee of the Firm.
 - ii. Employ any of the assets of the Firm and repay its creditors otherwise than in the ordinary course of the business for the benefit of the Firm.
 - iii. Compromise or discharge any debt due to the Firm.
 - iv. Give any guarantee on behalf of the Firm.
 - v. Give any security or promise for the payment of the money on account of the Firm except in the ordinary course of the business.
 - vi. Draw, accept or endorse any bill of exchange or promissory note on the account of the Firm except in the ordinary course of the business.
 - vii. Buy or contract for any goods, services or property on behalf of the Firm involving an aggregate sum of more than Rs. 5000/-.
 - viii. Assign, mortgage or change his or her stake / share in the asset and/or profit of the Firm or enter into Partnership or any other arrangement with any other person, and or company concerning his or her share in the Firm.

For Modi Properties Pvt. Ltd


For MODI HOUSING PVT. LTD.
Director


For SUMMIT HOUSING LLP
Designated Partner


Authorised Signatory

ix. Draw any amount on any account of the Firm which is not in accordance with the then current mandate in respect of that account.

x. Lend any of the Firm moneys or give credits to person or persons whom the other Partners have previously in writing forbidden him to trust.

xi. Any amount paid or spent by any Partner shall be substantiated by proper bill with signatures of the receipt.

b. Any Partner in breach of the limitations imposed by this clause shall indemnify and keep the other Partners indemnified from all losses, damages, liabilities, proceedings, costs and expenses arising directly or indirectly out of such breach (without prejudice of any power of the other members to expel him or her by reason of such breach).

16. Expulsion of Defaulting Partner:

a. Partner may be expelled by other Partners from the Firm, if he:

i. Commits an act of bankruptcy or adjudicated bankrupt.

ii. Commits a grave breach or persistent breaches of this agreement.

iii. Fails to pay any money owing by him to the Firm within one month as required in writing by the Managing Partner to do so; or

iv. Is guilty of any act which is likely to have a serious adverse effect upon the Firm.

17. Consequences of Retirement on Expulsion/Death:

On the death, retirement or expulsion of a member the following procedure is to be adopted.

a. Accounts are to be prepared up to the date of death, retirement or expulsion and the same accounting principles shall be applied on termination as in preparation of the annual accounts.

b. The retiring member or expelled member or his or her estate, as the case may be, shall not have any right to any particular asset of the Firm. However, he or she shall have the right to the balance standing to the credit of his account, either in capital or current account, that has been arrived as stated in 6(a) above.

c. Such amount as referred in 6(b) above will be paid to the retiring Partner within 6 months from the retirement date. However, this period may be adjusted depending upon the circumstances and as decide by the Managing Partner of the Firm.

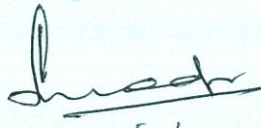
d. In case of expulsion of a Partner for material breach, the continuing Partners has right to sue the expelled Partner for such breach.

e. The outgoing Partner shall remain responsible for his or her share of income tax on profits and for any liability or claim which might arise after his or her departure and which is due to some fault on his or her part.



For MODI HOUSING PVT. LTD.

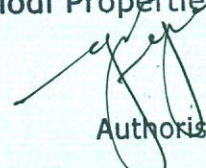
Director



For SUMMIT HOUSING LLP

Designated Partner

For Modi Properties Pvt. Ltd.,



Authorized Signatory

18. Confidentiality:

- a. Every Partner, and any other person employed in the business of the Firm shall observe strict secrecy respecting all process of manufacture, trade secrets and all transaction of the Firm and in all matters relating thereto and shall pledge himself or herself not to reveal any of the matters which may come to his or her knowledge in the discharge of his or her duties except when required to do so by the Managing Partner or by a Court of Law and to the extent so far may be necessary in order to comply with any of the provisions in these presents.

19. Indemnification:

- a. All Partners shall punctually pay and discharge their present and future debts incurred in their individual capacity and other businesses not related to this Firm and shall at all times keep indemnified other Partners and the assets of this Firm against all actions, proceedings, claims and demands on account of such debts.

20. Court of Affairs:

- a. The Partners hereto are authorised to appear before any court of Law, Judges, Magistrate, Collectors, Corporation of Hyderabad or other cities where the business has branches, Government Authorities and connected Departments, Police official, Income-Tax authorities and the other officer or officers of central or State Governments for and on behalf of the Firm either individually or jointly.

21. Drawings:

- a. The Partners shall draw such sum or sums from the Firm as may be mutually agreed subject to the compliance of the provisions of the Limited Liability Partnership Act 2008.

22. Dissolution:

- a. The Firm can be wound up with the consent of all the Partners and subject to the compliance of the provisions of Limited Liability Partnership Act 2008 and relevant amendments thereof from time to time.

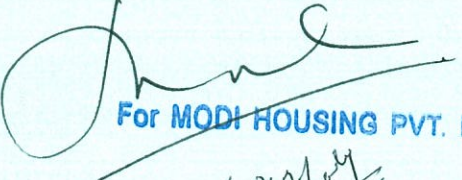
23. Arbitration:

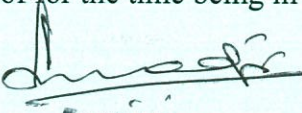
- a. In the case of any dispute or differences amongst the Partners, the same shall be resolved by way of Arbitration by a sole arbitrator mutually appointed by the Partners, failing which by a Court of competent jurisdiction at Hyderabad, under the provisions of the Indian Arbitration and Conciliation Act, 1996.

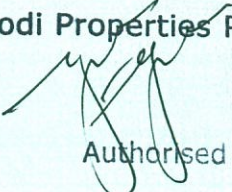
24. The Firm Act, 2008:

- a. In all matters, the Firm shall be governed by The Limited Liability Partnership Act, 2008 or any statutory modification thereof for the time being in force.

For Modi Properties Pvt. Ltd.


For MODI HOUSING PVT. LTD.
Director

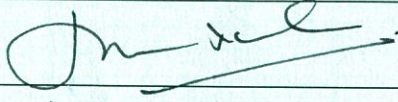
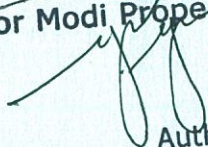
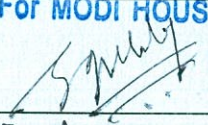

For SUMMIT HOUSING LLP
Designated Partner

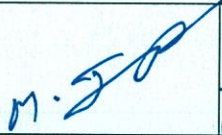
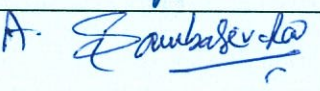

Authorised Signatory

25. Amendments:

- a. Any of the above terms may be varied, altered, amended, substituted, added or deleted by mutual consent of all the Partners in writing and the same shall be incorporated in a supplementary agreement which shall form part of this Firm agreement.

In witness whereof the Partners hereto have set their respective hands on this the day of month and year herein mentioned above.

Mr. Soham Satish Modi (Continuing Partner)	
Mrs. Tejal Soham Modi (Newly Admitted Partner)	
M/s. Modi Properties Private Limited, Represented by its authorised representative Mr. Kanaka Rao (Newly Admitted Partner) Partner	 For Modi Properties Pvt. Ltd., Authorised Signatory
M/s. Modi Housing Private Limited Represented by its Director Mr. Gaurang Modi (Newly Admitted Partner)	 For MODI HOUSING PVT. LTD. Director
SUMMIT HOUSING LLP Represented by Mrs. Tejal Soham Modi (Retiring Partner)	 For SUMMIT HOUSING LLP Designated Partner

Witness 1.: Name: Address:	 M. JAYAPRAKASH 3-4-63/13/C1, Arvind Nagar Ramanthapur, HYD-13
Witness 2:  Name: Address:	C-108, GULMOHAR GARDENS, MALAPUR, HYDERABAD - 500 076.

For SUMMIT HOUSING LLP



Designated Partner

