



తెలంగాణ తెలంగాణ TELANGANA

Sl.No.2851 Date:20-09-2021, Rs.100/-

Sold To. **K. Gopi Krishna**

S/o. K. Vishnu Murthy R/o. Hyd

For whom: MODI REALTY LG MALAKPET LLP.

V. Phani
AH 732004
Smt. V. PHANI RAJA KUMARI
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 ADMISSION DEED OF
LIMITED LIABILITY PARTNERSHIP

This Retirement cum Admission Deed of Limited Liability Partnership (LLP) is made and executed at Hyderabad on this the 08th day of October, 2021 by and between:

1. M/s Modi Properties Private Limited, incorporated under the provisions of the Companies Act 1956, bearing CIN U65993TG1994PTC017795 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 Managing Director Mr. Soham Satish Modi, (Hereinafter referred to as the First Party).

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

2. Mr. Bhavesh Vasant Mehta S/o. Mr. Vasant Uttamlal Mehta, aged 50 years, Occupation: Business, resident of #2-3-577/301, Uttam Towers, D V Colony, Minister Road, Secunderabad – 500 003, Telangana, (Hereinafter referred to as the Second Party).
3. Mr. Mehul Vasant Mehta S/o. Mr. Vasant Uttamlal Mehta, aged 44 years, Occupation: Business, resident of #Plot No.21, 1st Floor, Bapubagh Colony, KIMS, P G Road, Secunderabad – 500 003, Telangana, (Hereinafter referred as The Third Party).

For Modi Properties Pvt. Ltd.
Managing Director

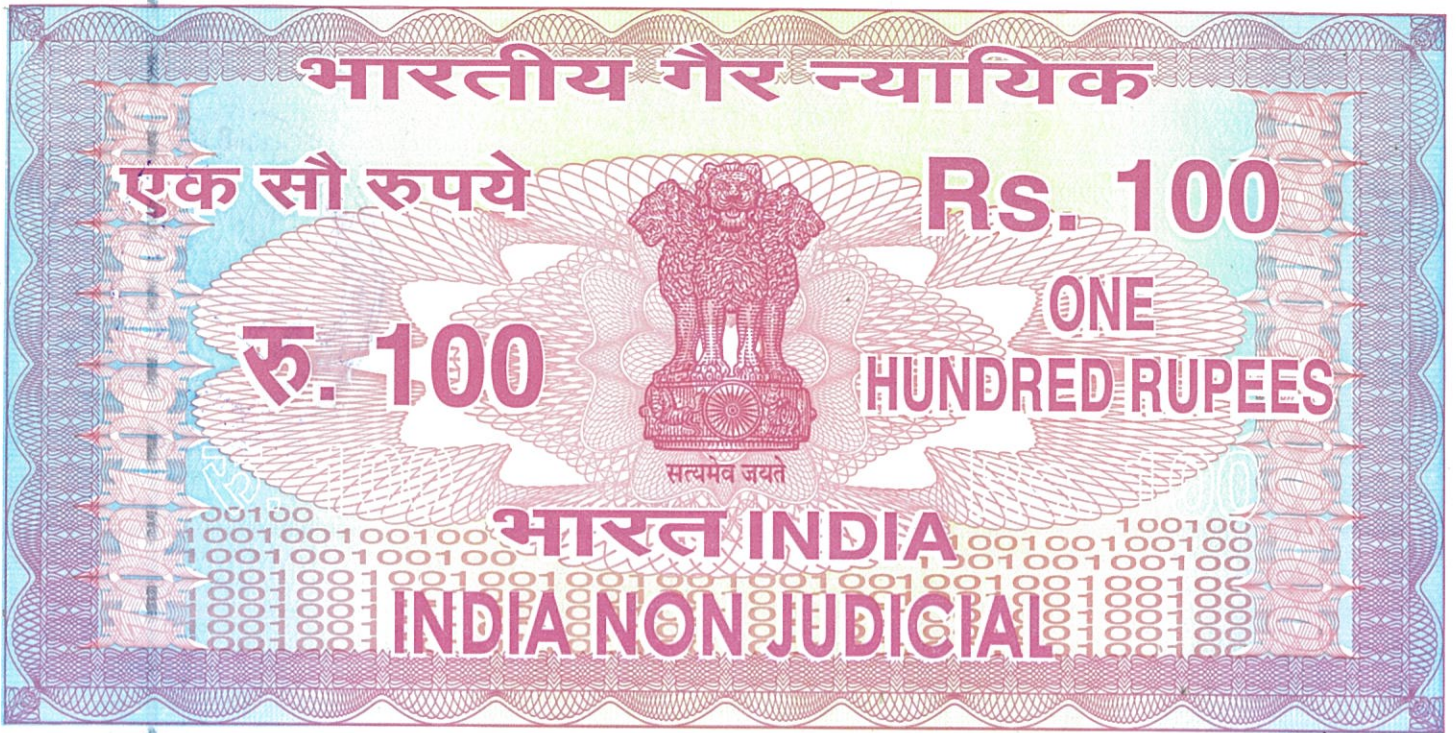
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For MODI HOUSING PVT. LTD.

Director



తెలంగాణ తెలంగాణ TELANGANA

Sl.No.2852 Date:20-09-2021, Rs.100/-
Sold To. **K. Gopi Krishna**
S/o. K. Vishnu Murthy R/o. Hyd
For whom: MODI REALTY LG MALAKPET LLP.

V. Phani
AH 732005

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

4. Mr. Arjun Mehta S/o. Mr. Bhavesh Mehta, aged 26 years, Occupation: Business, resident of #2-3-577/301, Uttam Towers, D V Colony, Minister Road, Secunderabad – 500 003, Telangana, (Hereinafter referred as The Fourth Party).

The Second Party, Third Party and Fourth Party are (Hereinafter jointly referred to as Newly Admitted Partners).

RETIRING PARTNERS:

5. M/s Modi Housing Private Limited, incorporated under the provisions of the Companies Act 1956, 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. Mr. Gaurang Jayantilal Mody, (Hereinafter referred to as the Fifth Party).

The Fifth Party is hereinafter also 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.

For Modi Properties Pvt. Ltd.
Managing Director

AB Malhotra

Director

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For MODI HOUSING PVT. LTD.
Director



తెలంగాణ తెలంగాణ TELANGANA

Sl.No.3004 Date:05-10-2021, Rs.100/-
Sold To. **K. Gopi Krishna**
S/o. K. Vishnu Murthy R/o. Hyd
For whom: Modi Realty LG Malakpet LLP

N. Phani
AH 732157
Smt. V. PHANI RAJA KUMARI
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

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

- A. Whereas the Continuing Partners and Retiring Partners are carrying on business of real estate development under the name and style of Modi Realty LG Malakpet LLP, bearing LLP Id no. AAY-3923, having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad-500 003, Telangana, governed by LLP agreement dated 06th September, 2021.
- B. The Retiring Partners have expressed their desire to retire from the LLP and the Continuing Partner have agreed to continue with the business of the LLP with the Newly Admitted Partner on the terms and conditions given herein and mutually agreed between the Parties herein.
- C. The Parties herein have agreed to draw up accounts of the LLP as on this day and the capital balance standing in the books of the LLP of the Retiring Partners as on this day, shall be paid to the Retiring Partners within 60 days.

For Modi Properties Pvt. Ltd.

Managing Director

ABrahma

[Signature]

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For MODI HOUSING PVT. LTD.
[Signature]
Director



తెలంగాణ తెలంగాణ TELANGANA

Sl.No.3005 Date:05-10-2021, Rs.100/-
Sold To, **K. Gopi Krishna**
S/o. K. Vishnu Murthy R/o. Hyd
For whom: Modi Realty LG Malakpet LLP

V Phani
AH 732158
Smt. V. PHANI RAJA KUMARI
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

D. The Retiring Partners shall hereinafter have no right, title, claim or interest of whatsoever nature on the LLP 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 understanding between them.

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

1. Name and Registered Office:

a) The name of the LLP shall be Modi Realty LG Malakpet LLP. The registered office of the LLP shall be at 5-4-187/3 & 4, Soham Mansion, II Floor, M. G. Road, Secunderabad – 500 003, Telangana, India.

2. Incorporation of LLP:

a) The Parties hereto have incorporated Modi Realty LG Malakpet LLP by way of Incorporation Certificate under LLP Identification No. (LLPIN) – AAY-3923 with the Registrar of Companies, Hyderabad (ROC).

For Modi Properties Pvt. Ltd.
Managing Director

AB malika

For MODI HOUSING PVT. LTD.
Director



తెలంగాణ తెలంగాణ TELANGANA

Sl.No.2855 Date:20-09-2021, Rs.100/-
Sold To. **K. Gopi Krishna**
S/o. K. Vishnu Murthy R/o. Hyd
For whom: MODI REALTY LG MALAKPET LLP.

V. Phani
AH 732008
Smt. V. PHANI RAJA KUMARI
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

3. Nature of Business:

- a) Main objects: The business of the LLP 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.
 - Invest into companies, firms, LLPs and other such entities related to and engaged in real estate and real estate development business.
 - Borrow or lend funds related to real estate business.
 - Take up construction contracts.
 - Provide consultancy, brokerage etc., related to construction and real estate businesses.
 - Any other activity related to real estate business.
 - Act as property managers, agents, brokers, underwriters, consultants, etc.

For Modi Properties Pvt. Ltd.
Managing Director
[Signature]

[Signature]

[Signature]

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For MODI HOUSING PVT. LTD.
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[Signature]

b) Incidental or ancillary objects: To attain the main objects of the LLP the business of the LLP shall include:

- i. To acquire and undertake the whole or any other part of the business, which the LLP 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 LLP.
- iii. To employ or otherwise acquire technical experts, engineers, mechanics, foremen, skilled and unskilled labour for any of the purpose or business of the LLP.
- iv. To pay, satisfy or compromise any claims made against the LLP.
- v. To advance and lend moneys upon such securities or without securities therefore as may be thought proper in connection with the LLP's business, and to invest the LLP's money not immediately required in such manner as may from time to time be determined by the Partners of the LLP.
- vi. To dispose off the whole of the undertaking of the LLP 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. LLP at WILL:

- a) The LLP shall be At Will. The death or retirement of any Partner shall not ipso-facto dissolve the LLP. The remaining of Partners shall be at liberty to continue the business as a going concern either by themselves or with any other person or persons as Partners. It is further agreed by the Partners that the retiring Partners shall not have any right to any particular asset of the LLP. However, they shall have the right to the balance standing to the credit of their account. The retiring Partners shall not cause any hindrances for the peaceful continuance of business by the remaining Partners.

5. Designated Partners:

- a) The Designated Partners of the LLP shall be:
 - i. First Party.
 - ii. Fourth Party.

6. Capital & Finance:

- a) The Capital of the LLP shall be Rs. 1,00,000/- (Rupees One Lakh only) which shall be contributed by the Partners in the following manner.

For Modi Properties Pvt. Ltd.
Managing Director

A. Brachta

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For MODI HOUSING PVT. LTD.
Director

Partner	Percentage	Capital Amount Rs.
First Party	50%	Rs. 50,000
Second Party	12.5%	Rs. 12,500
Third Party	25%	Rs. 25,000
Fourth Party	12.5%	Rs. 12,500
Total	100%	Rs. 1,00,000

b) Any further contributions, if required by the LLP shall be brought in by the Partners with the consent of all the Partners from time to time. The Partners shall not be entitled to any interest on the capital standing to their credit in the accounts of the LLP.

c) The LLP 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 LLP shall be binding on the LLP.

7. Accounting of Financial results:

a) The revenue expenditure of the LLP like statutory liabilities, interest, administrative expenses, etc. shall be met from the revenue of the LLP.

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 LLP shall be maintained at its registered office.

d) All Partners shall be entitled to inspect the accounts of LLP at all times.

e) The accounts of the LLP shall be maintained and audited in accordance with norms/rules specified by relevant statutory enactments from time to time.

8. Working Partners and Remuneration:

a) The Designated Partners shall keep themselves actively engaged in conducting the affairs of the business of LLP. The Designated Partners shall be entitled to remuneration as may be mutually agreed by all the Partners from time to time.

9. Management:

a) The First Party shall be the Managing Partner of the LLP. The Managing Partner shall be responsible for the day-to-day operations of the LLP in an effective manner. Further, the Managing Partner is hereby authorised to undertake the following.

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 LLP.

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

For Modi Properties Pvt. Ltd.
Managing Director

AB Malik

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For MODI HOUSING PVT. LTD.
Director

execute mortgage deed, deposit of title deeds, to pledge or hypothecate assets of the LLP and execute such other documents / deeds / agreements as may be required for for raising fund requirements of the LLP

- d) To appoint and do performance assessment of staff, workers, labourers, service providers, etc. to carry on the activities of the LLP 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 LLP.
- f) To buy, sell, construct, develop the immovable and movable properties of the LLP.
- 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 LLP.
- h) The Designated Partners may by way of a resolution authorise or nominate any Partner or employee of the LLP to execute /sign agreements, documents, applications, appeals, deeds, etc. and appear before any authority/court on behalf of the Managing Partner or LLP.

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

- a) The net profit and loss of the LLP business after deducting interest, if any and remuneration payable to the Designated 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	50.0%	50.0%	50.0%
2	Second Party	12.5%	12.5%	12.5%
3.	Third Party	25.0%	25.0%	25.0%
4.	Fourth Party	12.5%	12.5%	12.5%
Total		100.0%	100.0%	100.0%

11. Business Conduct:

- a) The Designated Partners shall be faithful to the other Partners in all transactions relating to the business of the LLP. They shall give a true and correct account of the same to other Partners as and when called for.
- b) The Designated Partners shall upon every reasonable request provide all information related to the business of the LLP to the other Partners.

For Modi Properties Pvt. Ltd.
Managing Director

AB maha

For Modi Housing Pvt. Ltd.

For MODI HOUSING PVT. LTD.
Director

12. Bank Account:

- a) The Bank account of the LLP (i.e., authorised signatories) shall be operated jointly by both the Designated Partners. All Partners, in writing, may from time to time change the authorised signatories/operation of bank account upon mutual agreement.

13. Meetings:

- a) The Designated Partners shall meet at least once every six months to discuss the business of the LLP. A meeting of the Designated Partners shall be conducted every year to adopt and approve the audited financial statement and solvency of LLP.
- 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 Designated 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 LLP. No proxy is allowed.
- f) All decisions that are fundamental to the structure of the LLP 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 LLP.
 - ii. Giving a Guarantee.
 - iii. Increasing the capital of the LLP.
 - iv. Changing, altering or otherwise amending the nature of the business.
 - v. Introducing into the LLP 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 LLP business.
 - viii. The expulsion of any Partners of the LLP.
 - ix. A decision to wind up the LLP.
- h) Any matter that is not fundamental to the business of the LLP and/or the matters as listed above shall be decided by a simple majority of the Partners or two third percentages of the Partners.

14. Good Faith (Duties):

- a) All Partners shall be just and faithful to other Partners in matters relating to the business of the LLP.
- b) The Designated Partners shall endeavour to manage the day-to-day business of the LLP in good faith and dedicate sufficient time for the business of LLP;
- c) The Partners shall behave in a proper and responsible manner.

For Modi Properties Pvt. Ltd.
Managing Director

AB Malik

For MODI HOUSING PVT. LTD.

Director

- d) The Partners shall conduct themselves in accordance with this agreement and as per the LLP Act 2008 and
- e) The Partners shall use their knowledge and expertise for the benefit of the LLP.

15. Rights of Managing Partner:

- a) Mr. Soham Modi, Representing M/s Modi Housing Private Limited, the Designated Partner herein shall be the Managing Partner of the LLP.
- b) Managing Partner can induct a new Designated 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.

16. Rights of Partners:

- a) All the Partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP 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 LLP.
- c) Each Party shall be entitled to carry on their own, separate and independent business and other Partners of the LLP shall have no objection to it. The Parties herein shall not use the name of the LLP to carry on their business.

17. 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 LLP
 - ii. Employ any of the assets of the LLP and repay its creditors otherwise than in the ordinary course of the business for the benefit of the LLP.
 - iii. Compromise or discharge any debt due to the LLP.
 - iv. Give any guarantee on behalf of the LLP.
 - v. Give any security or promise for the payment of the money on account of the LLP 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 LLP except in the ordinary course of the business.
 - vii. Buy or contract for any goods, services or property on behalf of the LLP 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 LLP or enter into Partnership or any other arrangement with any other person and or company concerning his or her share in the LLP.

For Modi Properties Pvt. Ltd.
Managing Director

ABMehra

For MODI HOUSING PVT. LTD.
Director
Page 10 of 13

- ix. Draw any amount on any account of the LLP which is not in accordance with the then current mandate in respect of that account.
 - x. Lend any of the LLP 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).

18. Expulsion of Defaulting Partner:

- a) Partner may be expelled by other Partners from the LLP, 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 LLP 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 LLP.

19. 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 LLP. However, he or she shall have the right to the balance standing to the credit of his account, either in capital, current and loan account, that has been arrived as stated in 7(a) above.
- c) Such amount as referred in 7(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 LLP.
- 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.

20. Confidentiality:

- a) Every Partner, and any other person employed in the business of the LLP shall observe strict secrecy respecting all process of manufacture, trade secrets and all transaction of the LLP and in all matters relating thereto and shall pledge himself or

For Modi Properties Pvt. Ltd.

 Managing Director

AB Mehta




Page 13 of 13
 For MODI HOUSING PVT. LTD.

 Director

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.

21. 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 LLP and shall at all times keep indemnified other Partners and the assets of this LLP against all actions, proceedings, claims and demands on account of such debts.

22. Court of Affairs:

- a) The Designated 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 LLP either individually or jointly.

23. Drawings:

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

24. Dissolution:

- a) The LLP 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.

25. 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.

26. The LLP Act, 2008:

- a) In all matters, the LLP 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.
Managing Director

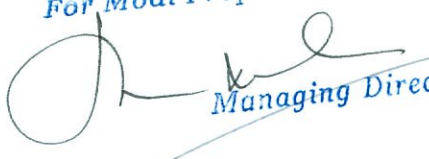
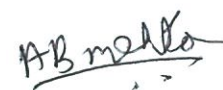
AB mehta

For MODI HOUSING PVT. LTD.
Director

27. 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 LLP agreement.

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

M/s. Modi Properties Private Limited (Continuing Partner) Represented by its Managing Director Mr. Soham Satish Modi: Designated Partner	<i>For Modi Properties Pvt. Ltd.</i>  <i>Managing Director</i>
Mr. Bhavesh Vasant Mehta (Newly Admitted Partner) Partner	
Mr. Mehul Vasant Mehta (Newly Admitted Partner) Partner	
Mr. Arjun Bhavesh Mehta (Newly Admitted Partner) Designated Partner	
Modi Housing Private Limited (Represented by its Director Mr. Gaurang Jayantilal Mody) Retiring Partner	<i>For MODI HOUSING PVT. LTD.</i>  <i>Director</i>

Witness 1: Name: M JAYAPRAKASH Address: #3-4-63/13/C1, Aravinda Nagar, Ramanthapur, Hyderabad - 500 013	
Witness 2: Name: A. SAMBASIVA RAO Address: C-108, GULMOHAR GARDENS, MALLAPUR HYDERABAD - 500 076.	