



తెలంగాణ తెలంగాణ TELANGANA

Srinivas BC 540823

Tran Id: 240506195257607644
Date: 06 MAY 2024, 07:55 PM
Purchased By:
Y ANJIAH
S/o Y LINGAIAH
R/o HYDERABAD
For Whom
VIGYAN NACHRAM LLP

DUSA SRINIVAS RAO
LICENSED STAMP VENDOR
Lic. No. 23/98
Ren.No. 23/23
12-11-696, WARASIGUDA,
SECUNDERABAD
Ph 9247420863

RETIREMENT CUM ADMISSION DEED OF
LIMITED LIABILITY PARTNERSHIP

This Retirement Cum Admission Deed of Limited Liability Partnership is made and executed at Hyderabad on this the 12th day of August 2024, by and among the following Partners:

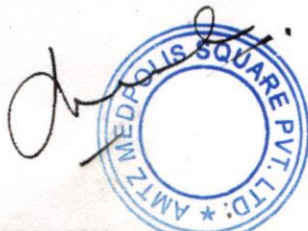
1. M/s AMTZ Medpolis Square Private Limited, incorporated under the provisions of the Companies Act 2013, bearing CIN: U45309TG2022PTC165875 incorporated on 23rd August 2022 having its Registered Office at 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G. Road Secunderabad-500003, represented by its Director Mr. Soham Satish Modi (DPIN: 00522546) (hereinafter referred to as the party of the First Part).

AND

2. M/s Haritah Global Private Limited (Previously JMK GEC Realtors Private Limited), incorporated under the provisions of the Companies Act 1956, bearing CIN: U70100TG2010PTC067673 incorporated on 25th March 2010 having its Registered Office at 5-2-223, Gokul Distillery Road, Secunderabad-500003, Telangana, represented by its Director Mrs. Tejal Modi (DPIN: 06983437) (hereinafter referred to as the party of the Second Part).

The Parties of the First and Second Part are hereinafter referred to as the Newly Admitted Partners.

[Signature]





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RETIRING PARTNER:

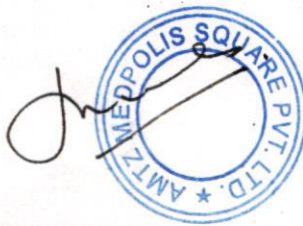
3. Mr. Waseem Akhtar Sayed S/o Mr. Iqbal Sayed Pasha, aged about 42 years, resident of J M Road, Handa Katta, Bijapur, Karnataka -586104 (hereinafter referred to as the Party of the Third Part)
4. M/s Modi Properties Private Limited, incorporated under the provisions of the Companies Act, bearing CIN: U65993TG1994PTC017795 incorporated on 28th June, 1994 having its office at 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G. Road Secunderabad-500003, represented by its Director Mr. Gaurang Jayantilal Mody (hereinafter referred to as the Party of the Fourth Part)

The Party of the Third and Fourth Part are hereinafter referred to as the Retiring Partners.

WHEREAS:

- A. The Retiring Partners were carrying on the business under the name and style of VIGYAN NACHARAM LLP (LLPIN: ACA-5989) governed by a LLP Agreement dated 19th April, 2023.

[Signature]





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D. Srinivas BC 540825

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B. The Retiring Partners expressed their desire to retire from the LLP, and the Newly Admitted Partners have consented to become partners, and it is mutually agreed by and among the parties herein that the Retiring Partners should retire from the said LLP w.e.f closing business hours on 12th August 2024.

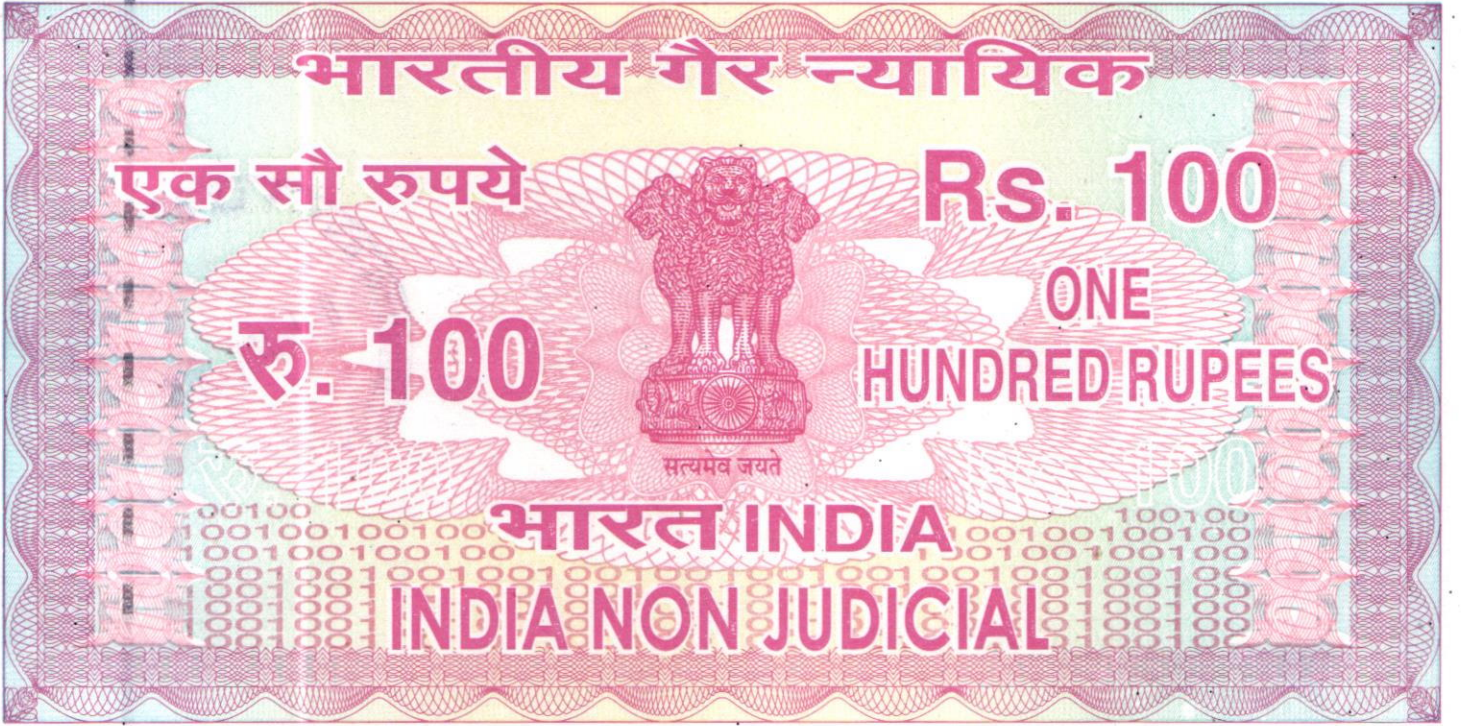
C. The Retiring Partners hereby relinquish all their rights and interests in the LLP and the Newly Admitted Partners shall be entitled to all its properties, assets, credits, goodwill and all profits and benefits thereof and remain jointly responsible for its past and future liabilities and losses, if any.

However, the Retiring Partners shall have the right to the balance standing to their credit as on the date of retirement which shall be paid to them within a period of three months from the date of execution of this deed, failing which the LLP shall pay him interest @ 12% per annum till the liability is discharged.

D. The Newly Admitted Partners hereto are desirous of continuing the business of real estate developers, managers, advisors, underwriters, retailers, promoters of group housing scheme, etc., under this LLP.

[Signature]





తెలంగాణ తెలంగాణ TELANGANA

Srinivas BC 540826

Tran Id: 240506195257607644
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Purchased By:
Y ANJIAIAH
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R/o HYDERABAD
For Whom
VIGYAN NACHRAM LLP

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SECUNDERABAD
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E. And whereas, the parties hereto are desirous of reducing to writing and recording here under the terms and conditions so mutually agreed upon among them.

Now This Indenture witnesseth that it is hereby agreed and declared by and among the parties hereto as follows: -

1. Name and Registered Office:

The name of the LLP shall be "VIGYAN NACHARAM LLP" and office of the LLP shall be at 5-4-187/3 and 4, Soham Mansion, 2nd Floor M.G. Road Secunderabad-500003, Telangana or at such other place or places as the Partners hereto may agree upon time to time.

2. Commencement of Business:

The amended LLP after admission and retirement shall commence with effect from 12th August 2024.

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.

[Signatures]
[Circular Stamp: AMTZ MEDPOLIS SQUARE PVT. LTD. SEC'BAD]
[Circular Stamp: HARTAH SEC'BAD LTD.]
[Circular Stamp: MODI SEC'BAD PVT. LTD.]

- 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 such of 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 LLP 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.

4. LLP at WILL:

The LLP shall be at will. The death or retirement of any Designated Partner shall not "ISPO-FACTO" dissolve the LLP. The remaining of Designated Partners shall be at liberty to continue the business as a going concern either by themselves or with any other person or persons as Designated Partner or Designated Partners. It is further agreed amongst the Designated Partners that the retiring Designated Partner or Designated Partners shall not have any right to any particular asset of the LLP. However, he shall have the right to the balance standing to the credit of his account. The retiring Designated Partner shall not cause any hindrances for the peaceful continuance of business by the remaining Designated Partners.

5. Designated Partners:

The Party of the First Part (AMTZ Medpolis Square Private Limited) and the Party of the Second Part (Haritah Global Private Limited) of this agreement shall be Designated Partners of the LLP. The party of the First Party shall be represented by its Director Mr. Soham Satish Modi and the party of the Second Part shall be represented by its Director Mrs. Tejal Modi for this purpose.

6. Capital & Finance:

- a. The Capital of the LLP shall be Rs. 1,00,000/- (Rupees One Lakh only).
- b. 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 proportions.

Name of the Partner	Percentage	Capital Amount Rs.
1. AMTZ Medpolis Square Pvt. Ltd. - Party of the First Part	20%	Rs. 20,000/-
2. Haritah Global Private Limited - Party of the Second Part	80%	Rs. 80,000/-
Total	100%	Rs.1,00,000/-

- c. The Partners hereto have also agreed to subscribe additional capital in the same ratio or any other ratio as may be agreed upon above by all the Partners. At the

Page 6 of 12

RETIREMENT CUM ADMISSION DEED OF VIGYAN NACHARAM LLP Dated 12.08.2024

time of increase of capital the additional capital of the Partners may be adjusted against the increased capital and necessary modifications carried out after due compliance of the provisions under the Limited Liability Partnership Act 2008.

- d. The LLP may further borrow monies from the Partners, individuals, banks and financial institutions and the like at such interest rate, as authorized by the majority of the Partners and all such borrowings for the operations of the LLP shall be binding on the LLP.

7. Accounting of Financial results:

- a. All outgoing and expenses incidental and relating to the LLP business such as establishment charges, rents, rates and taxes (including LLP's Income Tax) etc., shall be met out of the revenue of the LLP before the net result ascertained on closing the accounts at the close of the each year.
- b. The Designated Partners shall ensure that the Accounts in respect of the business of the LLP are kept at the Registered office or any other location as the Designated Partners may from time to time determined and the shall be open to inspection by the Designated Partners all times.
- c. The accounts of the LLP shall be closed 31st March of every year when a profit & loss account and Balance sheet of the LLP shall be audited in accordance with all relevant statements of the LLP in such format and manner as may be required by the relevant authorities of the LLP.

8. Management:

It is agreed by and amongst the parties hereto that the Party of the First Part M/s AMTZ Medpolis Square Private Limited (represented by Mr. Soham Satish Modi) of the LLP shall be the Managing Partner and she shall devote his time and attention in the conduct of the affairs of the LLP as the circumstances and business needs may require. They have agreed for the following:

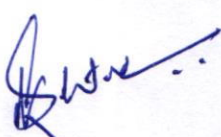
- a. The Party of the First Part, the Managing Partner, is authorised, to execute and sign agreements, deed etc., in connection with the normal course of business.
- b. The Party of the First Part is authorised to raise loans on mortgages, pledge or promissory note either from banks or from private parties as and when required in connection with normal course of business.
- c. The Party of the First Part is authorised to take services of and appoint any experienced personnel as chief executive to carry on the day-to-day activities of the business including the above referred activities and fix their remuneration on behalf of the LLP.

9. Working Partners and Remuneration:

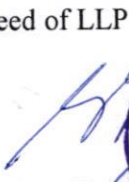
All the Designated Partners have agreed to keep themselves actively engaged in conducting the affairs of the business of LLP as working Partners. All the Designated Partners have agreed that they shall be entitled to remuneration as may be mutually agreed from time to time.

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

The net profit and loss of the LLP business after deducting interest and remuneration payable to the working Partner in accordance with these clauses of the deed of LLP shall







Page 7 of 12
RETIREMENT CUM ADMISSION DEED OF VIGYAN NACHARAM LLP

be divided and distributed amongst the Partners on the close of all the accounting year in the following ratio:

S. No.	Name of the Partner	Business Stake (%)	Profit (%)	Loss (%)
1.	AMTZ Medpolis Square Pvt. Ltd. - Party of the First Part	20%	20%	20%
2.	Haritah Global Pvt. Ltd. - Party of the Second Part	80%	80%	80%
Total		100%	100%	100%

11. Business Conduct:

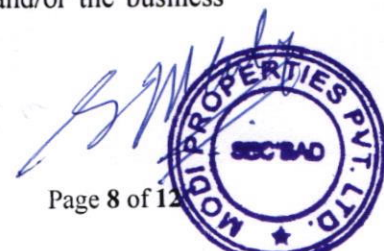
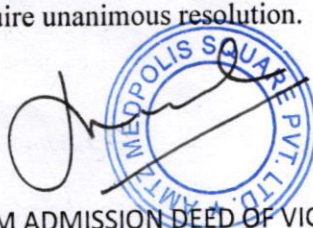
- Each Designated Partner shall be just faithful to the other Partner in all transactions relating to the business of the LLP and shall give a true and correct account of the same to other Designated Partner when and so often as the same be reasonably required.
- Each Designated Partner shall upon every reasonable request, inform the other Designated Partner of all letters, accounts, writings and other things which shall come to his hands or knowledge concerning the business of the LLP.

12. Bank Account:

- The bank account of the LLP shall be operated by any one of the two Designated Partners. All Partners, in writing, may from time to time change the authorised signatories/operation of bank account upon mutual agreement.

13. Meetings:

- All the Designated Partners shall meet once in every quarter of the financial year of 12 months to discuss about the business plan, budget and other important matters related to business. A general meeting shall be conducted every year to adopt and approve the audited financial statement and solvency of LLP. The date, time, place and agenda of the meeting can be decided and intimated to all the Designated Partners by the Managing Partner, in whatever way he deems fit. However, a meeting can be called by any Designated Partner by giving notice to other Designated Partners of seven days time.
- The Designated Partners/Managers may participate in a meeting of the board by means of tele-conference, telephone or similar communications equipment by means of which all persons participating in the meeting can see or hear each other and such participation shall constitute presence in person at such meeting.
- Annual business plan and budget shall be made in consultation with all the Partners of LLP and once this is agreed individual Designated Partners shall work towards achievement of the same within the approved budget.
- Two Designated Partners present in person shall constitute the quorum for every meeting.
- The Designated Partners shall be entitled to right to vote in respect of every resolution placed before LLP and their voting rights shall be one vote for their Partnership in the LLP. No proxy is allowed.
- All decisions that are fundamental to the structure of the LLP and/or the business shall require unanimous resolution.



- 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 Designated Partner (effecting profit sharing salaried or otherwise);
 - vi. Amending any clause of this Agreement;
 - vii. A change in the name of the trade mark 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):

Each Designated Partner shall at all time:

- a. Be just and faithful to the other Designated Partners in all matters relating to the LLP and keep inform them of all facts and give explanation on all matters relating thereto;
- b. Devote his or her time and attention to the business of the LLP and use his or her best effort and endeavours to carry it on the business of the LLP;
- c. Behave himself or herself in a proper and responsible manner
- d. Conduct himself or herself in accordance with the requirement of this agreement, any statutory Act like LLP Act 2008 etc., as appropriate and
- e. Use his or her best knowledge for the benefit of the LLP.

15. Rights of Managing Partner:

- a. AMTZ Medpolis Square Private Limited represented by its Director Mr. Soham Satish Modi, the Designated Partner herein shall be the Managing Partner of the LLP.
- b. Managing Partner can induct a new Partner/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 of all the Partners before introducing the new Partner.
- c. Managing Partner can remove an existing partners/Designated Partner with the consent of all the Partners.
- d. 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 principle.

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 the LLP.
- c. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other Partners and the LLP shall have no objection

thereto and moreover he shall not uses the name of the LLP to carry on the said 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 nay 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;
 - 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 others Partners have previously in writing forbidden him to trust.
 - xi. Any amount paid or spent by any employee 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:

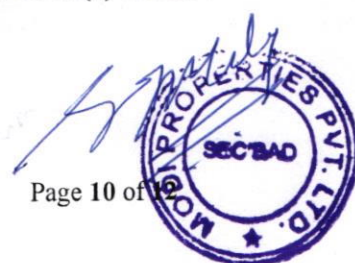
Partner may be expelled by other Partners from the LLP, if he:

- i. Commits an act of bankruptcy or adjudicated bankrupt; or
- 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; or

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 17(a) above.



- c. Such amount as referred in 17(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 remains 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:

Every Partner, Manager, Officer, Servants, Accountants of the LLP or 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 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:

The Designated Partner shall punctually pay and discharge his present and future separate debts and engagements and shall at all times keep indemnified the other Designated Partner or Partners and his/their representatives and property of the LLP against the same and all actions, proceedings, claims and demanding in respect thereto.

22. Court of Affairs:

The Designated Partners hereto hereby are authorised to appear before all courts 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:

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:

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:

In the case of any dispute of differences amongst the Designated Partners, the same shall be resolved by Arbitration in which the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof for the time being in force shall apply.

RETIREMENT CUM ADMISSION DEED OF VIGYAN NACHARAM LLP

Page 11 of 12

26. The LLP Act, 2008:

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.

27. Amendments:

Any of the above terms may be varied, altered, amended, substituted, added or deleted by mutual consent of the Designated Partners in writing and the same shall be incorporated on separate paper which shall form part of this LLP deed.

In Witness Whereof the partners hereto have set their respective hands on this 12th day of August 2024.

WITNESSES:

1.

[Handwritten signature]
1-1-364/18/A/001
Jyoti K. Modi
Hyderabad

Signature of the Newly Admitted Partners

[Handwritten signature]
(AMTZ Medpolis Square Private Limited)
Represented by Soham Satish Modi,
Designated Partner
(Party of the First Part)

2.

[Handwritten signature]
Nave Kumar
1-1-187/194, T.R. 160
ATC XMRD, Hyd.

[Handwritten signature]
(Haritah Global Private Limited)
Represented by Tejal Modi
Designated Partner
(Party of the Second Part)

Signature of the Retiring Partner

[Handwritten signature]
(Waseem Akhtar Sayed)
Retiring Partner
(Party of the Third Part)

[Handwritten signature]
(Modi Properties Private Ltd,
Represented by Gaurang Jayantilal Modi
Retiring Partner
(Party of the Fourth Part)