100Rs.

S.No. 3/425 Date 16/8/2002 Rs. 100/- 37295

Name Mahender

S/o.D/o.W/o. Mallesh

For Whom Mehta & Modi Homes

PARTNERSHIP DEED

This Deed of Partnership is made and executed on the 20th day of August 2002 by and between:

1. **Sri SURESH U. MEHTA** S/o. Late Sri Uttamlal Mehta aged about 53 Years, Occupation: Business, R/o. 21, Bapubagh Colony, Secunderabad 500 003:

   (Hereinafter called the "FIRST PARTNER")

2. **Sri DEEPAK U. MEHTA** S/o. Late Sri Uttamlal Mehta, aged about 48 Years, Occupation: Business, R/o. 83, Jeera, Secunderabad 500 003.

   (Hereinafter called the "SECOND PARTNER")

3. **Sri BHAVESH MEHTA** S/o. Late Sri Vasant Mehta, aged about 32 Years, Occupation: Business, R/o. Uttam Towers, D. V. Colony, Secunderabad 500 003.

   (Hereinafter called the "THIRD PARTNER")

4. **MODI PROPERTIES AND INVESTMENTS PVT. LTD.**, a company incorporated under the Companies Act 1956, and having its registered office at 5-4-187/3 & 4, Soham Mansion, III Floor, M. G. Rd., Secunderabad represented by its Managing Director Sri. Soham Modi S/o. Sri Satish Modi aged about 32 years

   (Hereinafter called the "FOURTH PARTNER")

1) 2) 3) For Modi Properties & Investments Pvt. Ltd.

Managing Director

100Rs.

S.No. 31426 Date 16/8/2002 Rs. 100/- 37296

Name Mahender

S/o,D/o,W/o. Mallesh

For Whom Mehta & Modi Homes

-2-

WHEREAS

1. Modi Properties & Investments Pvt. Limited has identified a Plot of Land situated at Cherlapally, R. R. District, Hyderabad for the purposes of its development.

2. Modi Properties & Investments Pvt. Limited for the purposes of business of development of above referred Plot of Land has invited First Partner, Second Partner and Third Partner to join in Partnership.

3. The parties hereto have agreed and joined together to do the business of real estate developers, managers, underwriters, retailers etc. under the name and style of M/s. MEHTA AND MODI HOMES.

4. The said Partners herein are desirous of reducing the terms and conditions of the said Partnership in writing, therefore this Deed of Partnership is executed by the said partners on the following terms and conditions:

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

1. The name of the Partnership Firm shall be M/s. MEHTA AND MODI HOMES or any other name the majority of partners may mutually decide.

2. Partnership shall be with effect from 20th August 2002.

3. The principal place of business of the partnership shall be at premises of the Fourth Partner i.e. at 5-4- 187/3 & 4, III 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.

1) 2) 3)

For Modi Properties & Investments Pvt. Ltd

Managing Director

S.No. 3427 Date 16/8/2002 Rs 10001 - 37297

Name Mahender

S/o.D/o.W/o. Mallesh

For Whom Mehta & Modi Homes

4. The nature of the business of the firm shall be to do the business of real estate developers, managers, underwriters and retailers and in particular to develop the Plot of Land situated at Cherlapally, R. R. District. and/or any such other business (s) that may be mutually agreed upon.

5. The capital required for the partnership business shall be contributed by the parties hereto in their Profit/Loss sharing ratio as given herein.

6. Credit balances appearing in the accounts of partners shall carry interest at the rate of 12% per annum (or at such other higher rate as may be allowed under the Income-tax Act). In the event there being a debit balance in the account of any partner his account will be charged interest at the rate of 12% per annum (or at such other rate as may be allowed on the credit balance under the Income-tax Act). The Interest shall be credited/debited to the partners account on the last date of the accounting period of the firm. However no interest shall be credited/debited for the first period of accounting ending on 31.03.2003.

7. The partnership may borrow money from outside for the partnership business including borrowals from the banks and financial institutions and such borrowals shall be made with the consent of all the partners or the authorized partners.

8. The First Partner and Fourth Partner either themselves and/or through their authorised representatives shall be the Managing Partners of the said firm and they will be overall incharge for smooth running of the firm, and either the first partner or the fourth partner are authorized to sign applications, required as per rules and regulations regarding sanctions from all competent authorities like Municipal Corporation of Hyderabad

1) 2) 3)

For Modi Properties & Investments Pvt. Ltd

Managing Director

Electricity Department, Water and Drainage Department, Income Tax Departments and other Department regarding the activities of the firm.

9. It is further very clearly agreed and understood that all Agreements of Sale, Sale Deed and other conveyance deeds that are required to be executed in the course of business shall be jointly executed and registered by either any one of Mr. Suresh U. Mehta or Mr. Deepak U. Mehta or Sri Bhavesh Mehta and/or their authorised representative on the one part and the Fourth Partner on the other part.

10. The Fourth Partner Modi Properties & Investments Pvt. Limited shall be entitled for Rs. 40,000/- (Rupees Forty Thousand Only) per month towards reimbursement of various infrastructure, personal and other utilities provided and used by the partnership firm till the project is over subject to a maximum period of 3 years. The first such payment shall commence from the month in which sanction from HUDA for the project is obtained.

11. The Profit & Loss of the firm shall be shared and borne amongst the partners as under:

a)	First Partner	16.66%
b)	Second Partner	16.67%
c)	Third Partner	16.67%
d)	Fourth Partner	50%

12. 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 that 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.

13. The said firm shall open a Bank account in any Nationalized Bank, Scheduled Bank or Co-Operative Bank which shall be operated either by Mr. Suresh U. Mehta or Mr. Deepak U. Mehta or Sri Bhavesh Mehta on the one part and fourth partner on the other part jointly 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.

14. It has been mutually agreed that none of the partners without the written consent of all the other partners shall :
   a) Assign or charge his share in the assets of the firm or
   b) Lend money belonging to the firm or
   c) Except in the ordinary course of the business, dispose of by pledge, sale or otherwise, the assets of the firm or
   d) Release or compound any debt or claim owing to the firm or
   e) Execute any deed or stand surety for any person or act in any other manner whereby the property of the firm maybe liable.

15. 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.

For Modi Properties & Investments Pvt. Ltd

Managing Director

1)

2)

3)

16. 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 jointly by any one of the First Partner, Second Partner or Third Partner on the one part and the Fourth Partner on the other part..

17. The Partnership shall be at WILL.

18. 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.

19. 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 whom he is inducted as a partner.

20. 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 representative 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.

21. 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 business of the firm shall be carried out by the remaining partners.

22. The terms and conditions of this deed may be amended or cancelled and fresh terms and conditions may be introduced with mutual consent of all the partners in writing without recourse to a fresh deed of partnership.

23. 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 above, in the presence of the following witnesses:

WITNESS:

1. (SANJAY MEHRA)

2. G. KANAKARAO

FIRST PARTNER

SECOND PARTNER

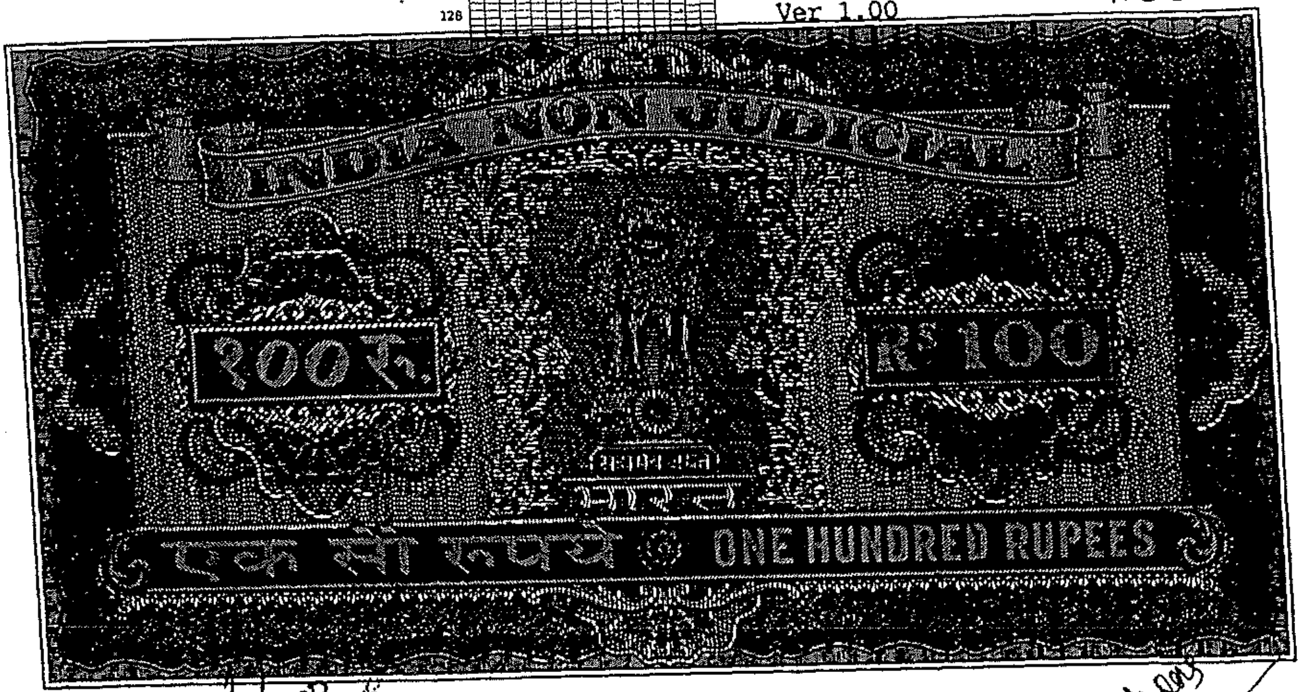
THIRD PARTNER

FOURTH PARTNER

For Modi Properties & Investments Pvt. Ltd.

Managing Director

Ver 1.00 100Rs.



No 55575 Date 21/6/2003 Rs.
Name ...... Mahender
S/o. D/o. W/o. ...... Mallesh
For Whom Mehta Mody Homes

40827 AP 231Z

K. Srinivas
S.V.L. No 26/98, R. No. 32/2001
CITY CIVIL COURT
SECUNDERABAD

SUPPLEMENTARY DEED OF PARTNERSHIP

This **Supplementary Deed of Partnership** is made and executed on this the 21st day of June 2003 at Secunderabad by and between:-

1. Sri Suresh U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 53 years, Occupation Business, R/o. Uttam Towers, D. V. Colony, Secunderabad – 500 003. (Hereinafter called the "FIRST PARTNER")

2. Sri Deepak U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 48 years, Occupation: Business, R/o. 83, Jeera, Secunderabad – 500 003 (Hereinafter called the "SECOND PARTNER")

3. Sri Bhavesh Mehta, S/o. Late Sri Vasant Mehta, aged about 32 years, Occupation: Business, R/o. Uttam Towers, D. V. Colony, Secunderabad – 500 003. (Hereinafter called the "THIRD PARTNER")

AND

4. 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, III floor, M. G. Road, Secunderabad, represented by its Managing Director, Sri Soham Modi, S/o. Sri Satish Modi, aged about 32 years. (Hereinafter called the "FOURTH PARTNER")

For Modi Properties & Investments Pvt. Ltd.

Managing Director

WHEREAS:

1. The above parties have constituted a partnership firm styled as **M/s. Mehta & Modi Homes** on certain terms and conditions as agreed upon and recited in Partnership Deed dated 20.08.2002

2. The partnership has been effective from 20.08.2002.

3. The parties hereto have agreed to modify Clause No. 6 of the above referred Partnership Deed with respect to interest on capital accounts of the partners. The partners hereto have agreed that their capital accounts shall bear no interest w.e.f. 20.08.2002.

4. The parties hereto are desirous of reducing into writing the modification of Clause No.6 with respect to interest on capital accounts.

NOW THEREFORE THIS SUPPLEMENTARY DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:-

1. That Clause No. 6 of Partnership Deed dated 20.08.2002 providing for interest on partners capital account at 12% per annum shall stand deleted w.e.f. 20.08.2002.

2. That other terms and conditions as contained in Partnership Deed dated 20.08.2002 shall continue to be in force.

In witnesses whereof the partners hereto have signed and executed this Supplementary Partnership Deed with their free will and consent on the date, month and year mentioned herein above, in the presence of the following witnesses:

FIRST PARTNER

WITNESSES:

1. G. KONDALARAO

2.

SECOND PARTNER

THIRD PARTNER

For Modi Properties & Investments Pvt. Ltd.

Managing Director

FOURTH PARTNER

50 Rs.

S. No. 673 Date 10/11/04 Rs. 50
Sold to Mehta & Modi homes
S/o. .... Sec-bad
For Whom self

LEELA G. CHIMALGI
STAMP VENDOR
L. No. 14 ... 003
5-4-... ...gunj
SECUNDERABAD - 500 003.

SUPPLIMENTARY PARTNERSHIP DEED

This Supplementary Partnership Deed is made and executed on this 1st day of December 2004 at Secunderabad by and between:

1. Sri Suresh U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 53 years, Occupation Business, R/o. Uttam Towers, D. V. Colony, Secunderabad – 500 003. (Hereinafter called the "FIRST PARTNER").

2. Sri Deepak U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 48 years, Occupation: Business, R/o. 83, Jeera, Secunderabad – 500 003 (Hereinafter called the "SECOND PARTNER").

3. Sri Bhavesh Mehta, S/o. Late Sri Vasant Mehta, aged about 32 years, Occupation: Business, R/o. Uttam Towers, D. V. Colony, Secunderabad – 500 003. (Hereinafter called the "THIRD PARTNER").

AND

4. 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, III floor, M. G. Road, Secunderabad, represented by its Managing Director, Sri Soham Modi, S/o. Sri Satish Modi, aged about 34 years, Occupation: Business. (Hereinafter called the "FOURTH PARTNER")

1. 2.

3.

4. For Modi Properties & Investments Pvt. Ltd.

Managing Director

50 Rs.

S. No. 5954 Date 10/11/04 Rs. 50
Sold to Mehta & Modi Homes
S/o
For Whom Self Sec-bad

LEELA G. CHIMALGI
STAMP VENDOR
L No: ... /2003.
5-4-76/...
SECUNDERABAD - 500 003.

WHEREAS:

1. The above parties have constituted a partnership firm styled as 'M/S. MEHTA & MODI HOMES' on certain terms and conditions as agreed upon and it is recited in Partnership Deed dated 20.08.2002 and in Supplementary Deed of Partnership dated 21st June 2003.

2. The partnership has been effective from 20th August 2002.

3. The partnership is formed to do the business of Real Estate Developers, Managers, Underwriters and Retailers and in particular to develop the plot of land situated at Cherlapally, R. R. District.

4. The fourth partner M/s. Modi Properties & Investments Pvt. Ltd., in accordance with clause 10 of Partnership Deed dated 20th August 2002 is entitled for Rs. 40,000/- (Rupees forty thousand only) per month towards reimbursement of various infrastructure, personal and other utilities provided and used by the partnership firm for a maximum period of 3 years, commencing from the month in which sanction from HUDA for the project is obtained.

5. The necessary final approvals from HUDA is yet to be received and the parties hereto have decided to modify the above referred clause no. 10, whereby no amount is payable to the fourth partner M/s. Modi Properties & Investments Pvt. Ltd.

6. The parties hereto have therefore have agreed to delete clause no. 10 of partnership deed dated 20th August 2002 with effect from 1st December 2004.

7. The parties hereto are desirous of recording into writing the deletion of clause no. 10 of Partnership Deed dated 20th August 2002.

1. 2.

3. 4. For Modi Properties & Investments Pvt. Ltd.

Managing Director

NOW THEREFORE THIS SUPPLEMENTARY PARTNERSHIP DEED WITNESSETH AS FOLLOWS:

1. That clause no. 10 of Partnership Deed dated 20th August 2002 providing for monthly payment of Rs. 40,000/- to fourth partner viz., M/s. Modi Properties & Investments Pvt. Ltd., stands deleted with effect from 1st December 2004.

2. That other terms and conditions as contained in Partnership Deed dated 20th August 2002 and in Supplementary Partnership Deed dated 21st June 2003 shall continue to be enforce.

In witnesses whereof the partners hereto have singed and executed this Supplementary Partnership Deed with their free will and consent on the date, month and year mentioned herein above, in the presence of the following witnesses:

WITNESSES:

1. G. Sravankumar

2. M.V. Ramana Murthy.

FIRST PARTNER

SECOND PARTNER

THIRD PARTNER

For Modi Properties & Investments Pvt. Ltd.

FOURTH PARTNER

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

BA 578456

Date:29/04/2013, 02:12 PM Serial No: 7,043 Denomination: 100

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

For Whom
M/S. MEHTA & MODI HOMES
R/O. SECBAD.

Sub Registrar
Ex. Officio Stamp Vendor
SRO Uppal

RETIREMENT DEED

This Deed of Retirement is made and executed at Secunderabad on this the 15th day of May 2013 by and between:

1. Shri Deepak U. Mehta, S/o. Late Shri Uttamlal Mehta, aged about 58 years, Occupation: Business, R/o. 83, Jeera, Secunderabad – 500 003.

2. 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, Shri Soham Modi, S/o. Shri Satish Modi, aged about 43 years who is authorized to retire from the partnership business under a board resolution passed in a board meeting held on 14th May 2013 (hereinafter jointly referred to as Continuing Partners).

AND

1. Shri Suresh U. Mehta, S/o. Late Shri Uttamlal Mehta, aged about 63 years, Occupation Business, R/o. Flat No. 402, 4th Floor, Uttam Towers, D. V. Colony, Minister Road, Secunderabad – 500 003.

1

For Modi Properties & Investments Pvt. Ltd.

2

Managing Director

3

4

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH BA 578457

Date: 29/04/2013, 02:12 PM Serial No: 7,044 Denomination: 100

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

For Whom
M/S. MEHTA & MODI HOMES
R/O. SECBAD.

Sub Registrar
Ex. Officio Stamp Vendor
SRO Uppal

2. Shri Bhayesh Mehta, S/o. Late Shri Vasant Mehta, aged about 42 years, Occupation: Business, R/o. Flat No. 301, Third Floor, Uttam Towers, D. V. Colony, Secunderabad – 500 003 (hereinafter jointly referred to as Retiring Partners).

WHEREAS:

1. The above named parties were doing in partnership firm under the name and style of 'M/s. Mehta & Modi Homes' since 20.08.2002 and relations inter-se were governed by Supplementary Partnership Deeds dated 21st June 2003 and 1st December, 2004.

2. Shri Suresh U. Mehta and Shri Bhavesh Mehta, the retiring partners herein have expressed their desire to retire from the said partnership firm w.e.f 31st March 2013.

For Modi Properties & Investments Pvt. Ltd.

2

Managing Director

3

4

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH BA 578458

Date:29/04/2013, 02:12 PM Serial No: 7,045 Denomination: 100

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

For Whom
M/S. MEHTA & MODI HOMES
R/O. SECBAD.

Sub Registrar
Ex. Officio Stamp Vendor
SRO: Uppal

3. The other partners Shri Deepak U. Mehta and M/s. Modi Properties & Investments Pvt. Ltd.(Represented by its Managing Director, Shri Soham Modi) the continuing partners herein have decided to continue the business of the firm and have agreed to take over all the assets and liabilities of the firm.

4. The continuing partners for the purposes of continuing the business of the firm have identified two persons Shri. Sudhir U Mehta and Shri Meet Mehta who are desirous of joining the business along with the continuing partners and to which Shri Suresh U. Mehta and Shri Bhavesh Mehta the retiring partners herein have expressed their no objection of whatsoever nature.

1

For Modi Properties & Investments Pvt. Ltd.

2

Managing Director

3

4

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH BA 578459

Date:29/04/2013, 02:13 PM Serial No: 7,046 Denomination: 100

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

For Whom
M/S. MEHTA & MODI HOMES
R/O. SECBAD.

Sub Registrar
Ex. Officio Stamp Vendor
SRO Uppal

5. The parties hereto are desirous of recording the terms and conditions of retirement and agreed upon into writing.

NOW THEREFORE THIS RETIREMENT DEED WITNESSETH AS UNDER:

1. That Shri Suresh U. Mehta & Shri Bhavesh Mehta, the retiring partners herein, hereby retire from the partnership Firm M/s. Mehta & Modi Homes w. e. f. 31st March, 2013.

2. That the continuing partners have taken over the balance assets and liabilities of the above named Firm as a going concern.

3. The accounts of the Firm are drawn up till the date of retirement and confirmed by all the parties hereto and there are no dues payable to the outgoing partners.

4. That the retiring partners hereby declares that they have withdrawn all their rights from tangible and intangible assests of the firm.

5. That the retiring partners shall not object to the continuing partners carrying on the same business under the name and style of M/s. Mehta & Modi Homes either by themselves or in partnership with others.

For Modi Properties & Investments Pvt. Ltd.

2

Managing Director

3

4

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH BA 578460

Date:29/04/2013, 02:13 PM Serial No: 7,047 Denomination: 100

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

For Whom
M/S. MEHTA & MODI HOMES
R/O. SECBAD.

Sub Registrar
Ex. Officio Stamp Vendor
SRO: Uppal

6. That the continuing partners/the reconstituted Firm hereby covenants that they will meet all the liabilities of the Firm M/s. Mehta & Modi Homes and shall indemnify the retiring partners from all such liabilities, proceedings and costs thereto.

7. The continuing partners hereby indemnify the retiring partners against all statutory and other liabilities that may arise from the date of forming the firm and upto such time the firm continues to be in business.

IN WITNESSESS WHEREOF the parties hereto have executed this deed by free will and understanding on the date aforementioned.

WITNESSES:

1. G. KONDARAO

2.

Shri Deepak Mehta

Shri Suresh U. Mehta

Shri Bhavesh Mehta
(Retiring Partners)

M/s. Modi Properties & Investments Pvt. Ltd.,

Soham Modi
(Continuing Partners)

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

BF 337073

P. LAXMI KANTH REDDY
Licenced Stamp Vendor
S.V.L.No:16-09-082 of 2012
H.No.403, Sai Sunder Tower,
LIC Colony, West Marredpally,
SECUNDERABAD-500 003.
Ph # 9246371455

Sl. No : 3134, Date: 09/10/2013, Rs100/-
Sold to: L.RAMACHARYULU S/o. L.RAGHAVENDRA RAO
For Whom: MEHTA & MODI HOMES, HYDERABAD

RETIREMENT CUM PARTNERSHIP DEED

This Deed of Retirement cum Partnership Deed is made and executed at Secunderabad on this the 28th day of October 2013 by and between:

1. 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 44 years, Occupation: Business.

(Hereinafter called the Continuing Partner).

AND

1. Shri Deepak U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 58 years, Occupation: Business, resident of 83, Jeera, Secunderabad – 500 003.

2. Shri Sudhir U. Mehta, S/o. Late Uttamlal Mehta, aged about 57 years, Occupation: Business, resident of Plot No. 21, Ground Floor, Bapu Bagh Colony, P. G. Road, Secunderabad – 500 003

For Modi Properties & Investments Pvt. Ltd.

Managing Director.

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

Reddy BF 337074

Sl. No : 8135, Date: 09/10/2013, Rs100/-
Sold to: L.RAMACHARYULU S/o. L.RAGHAVENDRA RAO
For Whom: MEHTA & MODI HOMES, HYDERABAD

P. LAXMI KANTH REDDY
Licenced Stamp Vendor
S.V.L.No:16-09-082 of 2012
H.No.403, Sai Sunder Tower,
LIC Colony, West Marredpally,
SECUNDERABAD-500 003.
Ph # 9246371455

3. Shri Meet B. Mehta, S/o. Late Shri Bharat U. Mehta, aged about 36 years, Occupation: Business, resident of Uttam Towers, 4th Floor, D. V. Colony, Minister Road, Secunderabad – 500 003

(Hereinafter collectively referred to as Retiring Partners).

AND

1. Mrs. Ajeeta Mody, W/o. Shri. Gaurang Mody aged about 42 years, Occupation: Business, R/o. Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Secunderabad – 500 016.

(Hereinafter referred to as Incoming Partner).

WHEREAS:

A. M/s. Modi Properties & Investments Pvt. Ltd, Shri. Deepak U. Mehta, Shri. Sudhir U. Mehta and Shri. Met B. Mehta were doing in partnership business under the name and style of 'M/s. Mehta & Modi Homes' since 20.08.2002 and their relations inter-se were governed by Partnership Deeds /Supplementary Partnership Deeds dated 20.08.2002, 21.06.2003, 01.12.2004, 15.05.2013 and Retirement deed dated 15.05.2013.

For Modi Properties & Investments Pvt. Ltd.

Managing Director.

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

Reddy BF 337075

P. LAXMI KANTH REDDY
Licenced Stamp Vendor
S.V.L.No:16-09-082 of 2012
H.No.403, Sai Sunder Tower,
LIC Colony, West Marredpally,
SECUNDERABAD-500 003.
Ph # 9246371455

Sl. No : 3136, Date: 09/10/2013, Rs100/-
Sold to: L.RAMACHARYULU S/o. L.RAGHAVENDRA RAO
For Whom: MEHTA & MODI HOMES, HYDERABAD

B. The Continuing Partner for the purposes of continuing Shri. Deepak U. Mehta, Shri. Sudhir U. Mehta and Shri. Meet B. Mehta the Retiring Partners herein have expressed their desire to retire from the said partnership firm w.e.f. 30th September 2013.

C. The Continuing Partner herein has for the purposes of business to be run more efficiently and smoothly and to meet funds requirement for the partnership business has expressed its intension and agreed to admit a new partner namely Mrs. Ajeeta Mody (the Incoming Partner herein).

D. the business of the firm has invited Smt. Ajeeta Mody, the Incoming Partner herein, who is desirous of joining the business along with the Continuing Partner and to which Shri Sudhir U. Mehta, Shri Deepak U. Mehta and Meet B. Mehta the Retiring Partners herein have expressed their no objection of whatsoever nature.

E. M/s. Modi Properties & Investments Pvt. Ltd. (Represented by its Managing Director, Shri Soham Modi) and Mrs. Ajeeta Mody the Continuing/Incoming Partners herein have decided to continue the business of the firm and have agreed to take over all the assets and liabilities of the firm as a going concern.

For Modi Properties & Investments Pvt. Ltd.

Managing Director

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

BF 337076

Sl. No : 3137, Date: 09/10/2013, Rs100/-
Sold to: L.RAMACHARYULU S/o. L.RAGHAVENDRA RAO
For Whom: MEHTA & MODI HOMES, HYDERABAD

P. LAXMI KANTH REDDY
Licenced Stamp Vendor
S.V.L.No:16-09-082 of 2012
H.No.403, Sai Sunder Tower,
LIC Colony, West Marredpally,
SECUNDERABAD-500 003.
Ph # 9246371455

E. The parties hereto are desirous of recording the terms and conditions of this retirement cum admission deed agreed upon into writing.

NOW THEREFORE THIS RETIREMENT CUM PARTNERSHIP DEED WITNESSETH AS UNDER:

1. That Shri Sudhir U. Mehta, Shri Deepak U. Mehta and Shri. Meet B. Mehta, the Retiring Partners herein, hereby retire from the partnership firm M/s. Mehta & Modi Homes w. e. f. 30th September 2013.

2. That the Continuing Partner and the Incoming Partner have taken over the balance assets and liabilities of the above named Firm as a going concern.

3. The accounts of the firm are drawn up till the date of retirement and confirmed by all the parties hereto and there are no dues payable to the outgoing partners.

4. That the Retiring Partners hereby declares that they have withdrawn all their rights from tangible and intangible assests of the firm.

For Modi Properties & Investments Pvt. Ltd.

Managing Director

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

BF 337072

P. LAXMI KANTH REDDY
Licenced Stamp Vendor
S.V.L.No:16-09-082 of 2012
H.No.403, Sai Sunder Tower,
LIC Colony, West Marredpally,
SECUNDERABAD-500 003.
Ph # 9246371455

Sl. No : 3133, Date: 09/10/2013, Rs100/-
Sold to: L.RAMACHARYULU S/o. L.RAGHAVENDRA RAO
For Whom: MEHTA & MODI HOMES, HYDERABAD

5. That the Retiring Partners shall not object to the Continuing Partner and Incoming Partner carrying on the same business under the name and style of M/s. Mehta & Modi Homes either by themselves or in partnership with others.

6. That the Continuing Partner/Incoming Partner and the reconstituted firm shall keep indemnified the Retiring Partners from any liabilities or claims from any third party, financial institutions, statutory authorities, government bodies, courts etc., that may be in existence or may arise on a future date or may be with respect to any past dealings/transactions by the firm. Specially the retiring partners shall be indemnified by the Continuing Partners against statutory liabilities like PF, ESI, Income Tax, VAT, Service Tax etc., that may be due or become due including penalties, interest etc.,

7. That the Continuing Partner/Incoming Partner and the reconstituted firm shall keep the Retiring Partners indemnified against all statutory and other liabilities that may arise from the date of forming the firm and upto such time the firm continues to be in business.

8. That the Continuing Partner/Incoming Partner and the reconstituted firm shall keep the Retiring Partners indemnified against any costs or consequences including penal action by any authority that may arise as a result of the activities of the firm including any development activity taken up by the firm.

For Modi Properties & Investments Pvt. Ltd.

Managing Director

9. The business of the partnership firm shall continue to be carried in the name and style as ""Mehta & Modi Homes" or any other name partners may mutually decide.

10. The reconstituted Partnership shall be effective from 1st October 2013.

11. The Principal Office of the firm shall continue to 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.

12. 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.

13. The Continuing Partner and the incoming partner 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.

14. That the partnership shall be entitled to hypothecate, mortgage, create charge on or otherwise encumber the assets of the firm or any part thereof 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 infavour of the banks and financial institutions on such terms and conditions as may be mutually agreed upon by all the partners.

15. The Continuing Partner (represented by its Managing Director Shri. Soham Modi) shall be the Managing Partner and over all in charge for smooth running of the firm and is authorized to apply and obtain necessary sanctions from all concerned authorities like HUDA, 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.

16. The Continuing Partner and the Incoming Partner 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 by the Managing Partner (i.e., 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 business shall be determined solely by the Managing Partner i.e., the Continuing Partner (represented by its Managing Director Mr. Soham Modi).

17. The Profit & Loss of the firm shall be shared and borne between the partners as under:

i.	Continuing Partner (M/s. Modi Properties & Investments Pvt. Ltd.)	95%
ii.	Incoming Partner (Mrs. Ajeeta Mody)	05%

18. The regular books of accounts shall be maintained by the partners herein recording the day to day transactions and such books shall be closed 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.

19. The firm's bank accounts shall be operated any one partner i.e., either by the Continuing Partner M/s. Modi Properties & Investments Pvt Ltd (represented by its Managing Director Shri. Soham Modi) or by the Incoming Partner Mrs. Ajeeta Mody or subject to any instructions as may be given to the bankers from time to time by the firm under the signatures of all the partners.

For Modi Properties & Investments Pvt. Ltd.

Managing Director

20. 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.

21. 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.

22. The Partnership shall be at WILL.

23. 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.

24. 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.

25. 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.

26. 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.

27. The terms and conditions of this deed may be amended or cancelled and fresh terms and conditions may be introduced with mutual consent of all the partners in writing without recourse to a fresh deed of partnership.

28. For all other matters on which this deed does not contain any specific clause, the provisions of Indian Partnership Act will apply.

IN WITNESSESS WHEREOF the parties hereto have executed this deed by free will and understanding on the date aforementioned.

WITNESSES:

1. G.K.AWTKARAO

2. (C.RAMASWARYULU)

M/s. Modi Properties & Investments Pvt. Ltd.,

Soham Modi
(Managing Director)
(Continuing Partner)

Deepak Mehta

Sudhir U. Mehta
(Retiring Partners)

Meet. B. Mehta

Mrs. Ajeeta Mody
(Incoming Partner)