Rs. 100 HUNDRED RUPEES सत्यमेव जयते भारत INDIA INDIA NON JUDICIAL 567105

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Date (24/04/2016) 12:40 PM

Archessi By: RAMACHARYULU

SYO LATE L.RAGHAVENDRA RAO

A O HYD

Por Whom
NODI S MODI CONSTRUCTIONS

Serial No. 3,465

Ex. Officio Stamp Vendor SRO: Chikkadeally

Denomination: 100

This PARTNERSHIP DEED is made and executed at Secunderabad on this the 31st day of March 2015 by and between:

- 1. M/s. Modi Housing 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 Director Shri. Soham Modi S/o. Shri. Satish Modi (hereinafter called "FIRST PARTNER")
- Shri. Ashish P. Modi S/o. Late Shri. Pramod Chandra Modi aged 45 years, Occupation: Business, resident of 1-8-165, Prenderghast Road, Secunderabad - 500 003 (hereinafter called "SECOND PARTNER').
- 3. M/s. Modi & Modi Financial Services Pvt Ltd a company incorporated under the Companies Act 1956 having its registered office at 5-3-372, Rashtrapathi Road, Secunderabad - 500 003 represented by its Director Shri. Nirav P. Modi S/o. Late Shri. Pramod Chandra Modi (hereinafter called "THIRD PARTNER").

Shri. Nirav P. Modi S/o. Late Shri. Pramod Chandra Modi aged 41 years, Occupation: Business, resident of 1-8-165, Prenderghast Road, Secunderabad - 500 003 (hereinafter For Modi And Apoll Financial Services PVL LDD called "FOURTH PARTNER'). railiodi

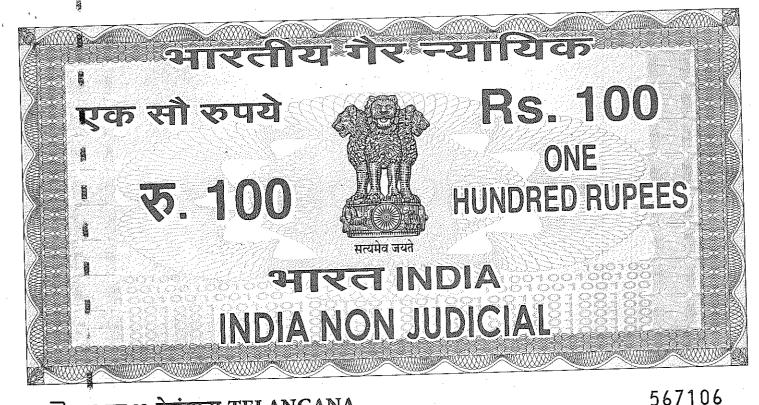
FOI MODI HOUSING PVT. LTD.

Mector

Director.

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For Whom WHEREAS : DELOTED AD

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Sub Registrar Ex. emisia beans venus: SRO: Chikkadpally

A. M/s. Modi Housing Pvt Ltd (represented by its Director Shri. Soham Modi), Shri. Ahsish P. Modi and M/s. Modi & Modi Financial Services Pvt Ltd (represented by its Director Shri. Nirav P. Modi) were carrying on partnership business under the name and style of "M/s. Modi & Modi Constructions" and their relations inter-se were and terms and conditions of partnership business were governed and evidenced by in the Partnership Deeds dated 27.02.2004, 01.10.2014 and Retirement deed dated 1st October 2014.

B. Whereas M/s. Modi & Modi Financial Services Pvt. Ltd., was formerly known as M/s. Modi & Modi Real Estates Pvt. Ltd., and the name of the company was changed by taking necessary approvals from registrar of companies. The approval of name change was granted by Department of Company Affairs, New Delhi vide SRN A14431431 dated 14.06.2007. Earlier partnership deed was executed by M/s. Modi & Modi Real Estate Pvt. Ltd., and has now been changed to M/s. Modi & Modi Financial Services Pvt. Ltd., in this deed.

C. The First, Second and Third partners herein have for the purposes of business to be run more efficiently and smoothly and to meet funds requirement for the partnership business have expressed their intension and agreed to admit one more new partner namely Shri. Nirav P. Modi as a new partner.

D. Shri. Nirav P. Modi have agreed to join as fourth partner in the partnership business that of "M/s. Modi & Modi Constructions."

For MODI HOUSING PVT. LTC.

Disector

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For Mod And Mod Financial Services Pvt. Line

Director





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Denomination: 100 Serial No. 3,467

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For Whom MODI & MODI CONSTRUCTIONS

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E. The partners have agreed on certain terms and conditions to govern the partnership business and the relations inter-se and are desirous of reducing the same into writing.

NOW THEREFORE THIS PARTNERSHIP DEED WITNESSETH AS FOLLOWS:

- The business of the firm shall be carried in the name and style as "Modi & Modi Constructions".
- The Partnership has been effective from 1st April 2015.
- The Principal Office of the firm shall be at 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003 and the same may be changed to any other place or places mutually agreed upon by the partners.
- 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.

The partners hereto shall contribute the capital required for the partnership business in their Profit/Loss sharing ratio as given herein or in any other ratio as may be decided mutually from time to time.

NG PVT. LTD

Director

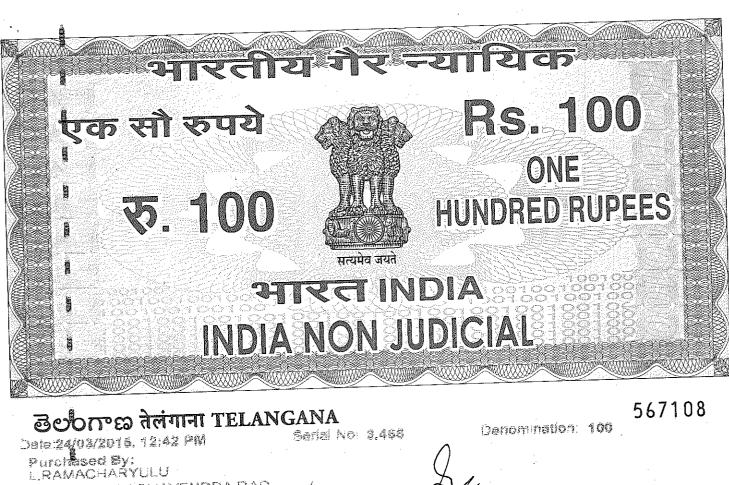
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For Modi And Modi Finanghal Services Pyt. Lit

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S/O LATE L.RAGHAVENDRA RAO RIO HÝD

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6. That the partnership shall be entitled to hypothecate, mortgage, create charge on or otherwise encumber the assets of the firm or any part there of for borrowing any loans either by way of cash credit or overdraft from banks and financial institutions or any other agency either by itself or by any other firm or company and to give guarantee /guarantees infavour of the banks and financial institutions on such terms and conditions as may be mutually agreed upon by all the partners.

The First Partner (represented by its Director Mr. Soham Modi) shall be the Managing Partner and over all incharge for smooth running of the firm and is authorized to apply and obtain necessary sanctions from all concerned authorities like HUDA, GHMC, AP Transco (Electricity Department), Water & Drainage Department (HMWS & SB), Income Tax, Commercial Tax Departments, etc., in connection with the business of the firm.

The Partners hereto have agreed that the Agreements of Sale, Sale Deeds and other conveyance deeds, Construction contracts/agreements, General and Specific Power of Attorneys etc., that are required to be executed and registered in the course of business shall be executed by the First Partner (represented by its 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., First

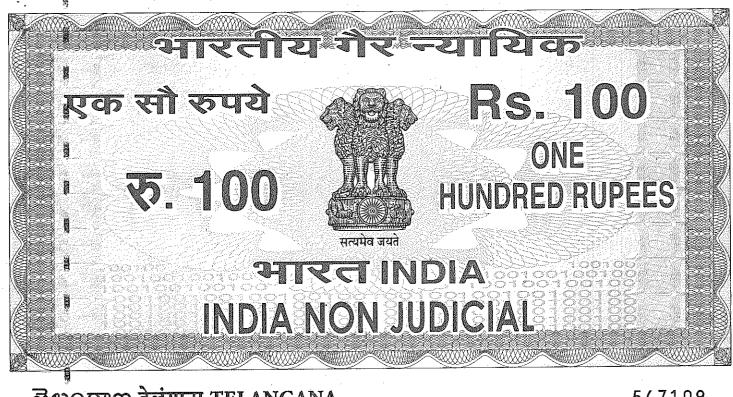
Partner represented by its Director Mr. Soham Modi).

For Mod And Modi Financial Services PVL Little

Directon

Mallodi

MOBI HOUSING PAT. LTD.



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Date 24/0**3**/2016, 12:43 PM PUTCHASSO BY: S/O LATE L.RAGHAVENDRA RAO RIO HYQ

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

a) First Partner (Modi Housing Pvt Ltd)

50% (Fifty per cent)

Denomination: 100

b) Second Partner

(Ashish P. Modi)

05% (Five per cent)

c) Third Partner (Modi & Modi Financial

Services Pvt Ltd)

15% (Fifteen per cent)

d) Fourth Partner

(Nirav P. Modi)

30% (Thirty per cent)

- 10. The regular books of accounts shall be maintained by the partners herein recording the day to day transactions and such books shall be closed to the profit and loss account on 31st March of every year. On the date the statement of assets and liabilities shall be drawn up and net profit and loss shall be determined and divided as per ratios mentioned above.
- 11. The firm's bank accounts shall be operated by any one partner i.e., either by the First Partner (represented by its Director Shri. Soham Modi) OR by the Second Partner (Ashish P. Modi) OR by the Fourth Partner (Shri. Nirav P. Modi) or subject to any instructions as may be given to the bankers from time to time by the firm under the signatures of all the partners.

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- 12. It has been mutually agreed that none of the partners without the written consent of other partner shall:
 - a) Assign or charge his share in the assets of the firm.
 - b) Lend money belonging to the firm.
 - c) Except in the ordinary course of the business, dispose of by pledge, sale or otherwise, the assets of the firm.
 - d) Release or compound any debt or claim owing to the firm.
 - e) Execute any deed or stand surety for any person or act in any other manner whereby the property of the firm may be liable.
- 13. That each Partner shall at all times pay, discharge his separate and private debts whether future or present and always keep the partnership property and/or other partner free from all actions, claims, costs, proceedings and demands of whatsoever nature.
- 14. The Partnership shall be at WILL.
- 15. Any of the Partner herein who intends to retire, must give three months notice to the other partners and the share of retiring partner will stand distributed among the continuing partners.
- 16. With the mutual consent of all the partners, new partners can be admitted in partnership and such new partners will share their percentage of profit and loss through which he is inducted as a partner.
- 17. The Partnership shall not be dissolved on the death/retirement/insolvency of a partner and the estate of the deceased/outgoing/insolvent partners is not liable for any act of the firm after his death/retirement/insolvency. The legal representatives or heirs of the deceased partners shall not be entitled to interfere in the management of the affairs of the partnership but he/they shall be entitled to inspect the account books etc., for the purpose of ascertaining the share therein.
- 18. In case of death of any partner of the firm, the legal heirs of the said partners shall be offered and admitted to the partnership in the place of the deceased partner on the same terms and conditions. Further, in case the heir or heirs decide not to accept the offer to become the partner/partners, the remaining partners shall carry out on the business of the firm and the share of such outgoing partner shall be settled to their legal heirs.
- 19. The terms and conditions of this deed may be 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.

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

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For Mod And Mod! Financial Services PVt. Link

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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:

WITNESSES:

1. Kanagh

SECOND PARTNER

For Modil And Modil Financial Services Pvt. Ltd.

FOURTH PARTNER

FORM - V

[Vide rule of 4 of A.P.Partnership (Registration of Firms) Rules. 1951]

NOTICE OF CHANGE IN THE CONSTITUTION OF FIRM OR OF THE DISSOLUTION OF THE FIRM

Presented or forwarded to the Registration of Firms for filling by Firm No.540 of 2004 Under sect on 63(1) of the Indian Partnership Act, 1932, notice is hereby give that

(1). The Constitution of the Firm M/s. MODI & MODI CONSTRUCTIONS been altered as follows:

| name and full address of incoming parts and date of his joining the firm | Name and full address of the outgoing partner and date of his ceasing to the partner |
|--|--|
| MR. NIRAV P MODI S/O. LATE PRAMOD CHANDRA MODI R/O. 1-8-165 PENDERGHAT ROAD SECUNDERABAD – 500 003 | NIL |

1. Danses 2 A.M.
For Modi And Modi Financial Services Pvt. Ltd.

3. W. authodi
Director

4. Marliodi

Station: Sec-bad

Date:

Signature of the incoming, continuing or outgoing partner or of his specially authorised agent

(2). The firm M/s. MODI & MODI CONSTRUCTIONS has been dissolved with effect from the _____

For Modi And Modi Financial Services Pvt. Ltd.

Mrectos

4. Stalloch

Station: Sec-bad

Date:

Signature of the person who was a partner immediately before the dissolution or of his specially authorised agent

PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB) PASSPORT SIZE PHOTOGRAPH BLACK & WHITE NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

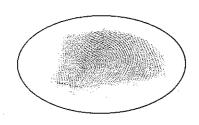


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EXISTING PARTNER:

1. M/S.MODI HOUSING PVT LTD, HAVING ITS OFFICE AT 5-4-187/3 & 4, 2ND FLOOR SOHAM MANSION, M. G. ROAD SECUNDERABAD, REP BY ITS DIRCTOR MR. SOHAM MODI S/O. MR. SATISH MODI

PHOTO BLACK & WHITE 2. MR. ASHISH P. MODI S/O. LATE PRAMOD CHANDRA MODI R/O. 1-8-165 PENDERGHAT ROAD SECUNDERABAD – 500 003

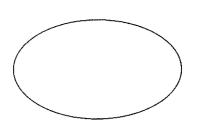


PHOTO BLACK & WHITE 3. M/S. MODI & MODI FINANCIAL SERVICES PVT LTD., HAVING ITS OFFICE AT 5-3-372, RASHTRAPATHI ROAD SECUNDERABAD, REP BY ITS DIRECTOR MR. NIRAV P MODI S/O. LATE PRAMOD CHANDRA MODI

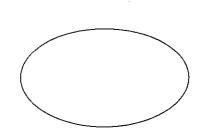


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INCOMING PARTNER:

MR. NIRAV P MODI S/O. LATE PRAMOD CHANDRA MODI R/O. 1-8-165 PENDERGHAT ROAD SECUNDERABAD -- 500 003

SIGNATURE OF WITNESSES:

1.

2.

L. Rowell

Por MODI HOUSING PVT. LTD.

SIGNATURE OF EXISTING PARTNER

For Modi And Modi Financial Services PVt. Ltd.

M (Mallodi

Director

SIGNATURE OF THE INCOMING PARTNER

* N.M. Arailrodi-