



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH.  
 13/2/2004  
 S. No. *10220* Rs. *10220*  
 Sold to *M. Anwar Modil Constructions*  
 S/o.....  
 For Whom..... *Self*

00AA 170921  
*L. G. Chimalgi*  
**LEELA G. CHIMALGI**  
 STAMP VENDOR  
 L No: 13/97 R No: 1/2003  
 5-4-76/A. Cellar, Ranigunj  
 SECUNDERABAD - 500 003.

**PARTNERSHIP DEED**

This Partnership deed is made and executed on this the 27<sup>th</sup> day of February 2004 by and between:

**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, III Floor, M.G. Road, Secunderabad represented by its Director Shri. Soham Modi S/o. Shri. Satish Modi aged about 34 years (hereinafter called the "FIRST PARTNER")

**Shri. Ashish P. Modi** S/o. Shri Pramod Modi aged 35 years Occupation: Business, resident of 1-8-165, Prenderghast Road, Secunderabad- 500 003 (hereinafter called "SECOND PARTNER")

**Modi & Modi Real Estates Pvt. Ltd.**, a company incorporated under the Companies Act 1956, and having its Registered office at 5-3-372, R.P. Road, Secunderabad represented by its Director Shri. Nirav Modi S/o. Shri. Pramod Modi aged about 29 years (hereinafter called the "THIRD PARTNER")

**Shri. Gaurang Mody** S/o. Shri Jayantilal Mody aged 36 years, Occupation: Business, resident of Flat No.105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad - 500 016 (hereinafter called "FOURTH PARTNER").

For MODI HOUSING PVT. LTD.

*Soham Modi*  
 DIRECTOR  
 For Modi & Modi Real Estates Private Limited  
*Nirav Modi*  
 Director

*Ashish P. Modi*  
*Gaurang Mody*



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH  
 13/2/2004  
 S. No. 13/2/2004 Date ..... Rs. 100/-  
 Sold to...modi am Modi Constructions  
 S/o.....  
 For Whom ..... Self.....

00AA 170922  
 L-G. Chimalgi  
**LEELA G. CHIMALGI**  
 STAMP VENDOR  
 L No: 13/97, R No: 1/2003  
 5-4-76/A Cellar, Ranigunj  
 SECUNDERABAD - 500 003

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**WHEREAS**

1. The parties hereto are desirous of doing the business that of real estate developers, managers, Advisors, underwriters, retailers, promoters of group housing scheme etc., in partnership.
2. The parties hereto have agreed and joined together to do the business under the name and style of **M/s. MODI & MODI CONSTRUCTIONS.**
3. The **FIRST PARTNER** and **THIRD PARTNER** are Private Limited Companies and the respective companies have passed necessary resolutions authorizing Shri. Soham Modi and Shri. Nirav Modi to represent the respective companies and to execute this partnership deed.
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. MODI & MODI CONSTRUCTIONS** or any other name the majority of partners may mutually decide.
2. Partnership shall be with effect from 27<sup>th</sup> February 2004.

For MODI HOUSING PVT LTD.  
*[Signature]*  
**DIRECTOR**

For Modi & Modi Real Estates Private Limited  
*[Signature]*  
**Director**

*[Signature]*  
*[Signature]*



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

13/2/2004

00AA 170920

L.G. Chimalgi

**LEELA G. CHIMALGI**  
STAMP VENDOR

L No: 13/97 R No: 1/2003  
5-4-76/A, C-llar, Ranigunj  
SECUNDERABAD - 500 003.

S. No. 439  
Sold to...modi and modi  
S/o...  
For Whom... Self

L.G.C. Chimalgi  
Stamp Vendor  
Self

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3. The principal place of business of the partnership shall be 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.
4. The nature of the business of the firm shall be to do the business of real estate developers, managers, underwriters, retailers, advisors etc., and/or any such other business (s) that may be mutually agreed upon.
5. The parties hereto in their Profit/Loss sharing ratio as given herein shall contribute the capital required for the partnership business.
6. 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.
7. The FIRST PARTNER represented by Mr. Soham Modi and the THIRD PARTNER represented by Mr. Nirav Modi or any other person(s) duly authorized by the company shall be the Managing Partner(s) overall in charge for smooth running of the firm, and either of them is authorized to apply and obtain necessary sanctions from all concerned authorities like Municipal Corporation of Hyderabad, Electricity Department, Water and Drainage Department, Income Tax Departments etc., in connection with the business of the firm.

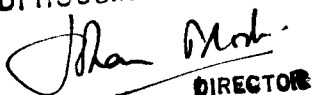
For MODI HOUSING PVT. LTD.  
*Soham Modi*  
DIRECTOR  
For Modi & Modi Real Estates Private Limited  
*Nirav Modi*  
Director

*Asensullary*  
*S. Modi*

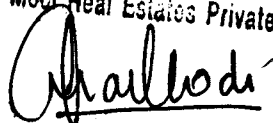
8. The SECOND PARTNER and the FOURTH PARTNER namely Shri. Ashih Modi and Shri. Gaurang Mody shall be a sleeping partner of the firm.
9. The Agreements of Sale, Sale Deed and other conveyance deeds that are required to be executed and registered in the course of business shall be executed either by the FIRST PARTNER or by the THIRD PARTNER through their duly authorized representative. 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 solely by the FIRST PARTNER.
10. The Profit & Loss of the firm shall be shared and borne amongst the partners as under:

a) First Partner	45%
b) Second Partner	05%
c) Third Partner	45%
d) Fourth Partner	05%
11. 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.
12. The firm shall open a bank account with any Bank which shall be operated either by Mr. Soham Modi or Mr. Nirav 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.
13. 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.
  - 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.
14. 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.
15. The Partnership shall be at WILL.
16. 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.
17. 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.

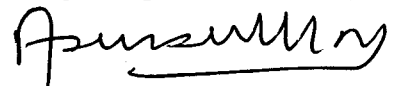
For MODI HOUSING PVT. LTD.

  
DIRECTOR

For Modi & Modi Real Estates Private Limited



Director



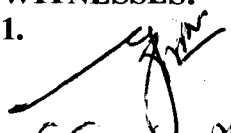


18. The Partnership shall not be dissolved on the death/retirement/insolvency of a partner and the estate of the deceased/outgoing/insolvent partners is not liable for any act of the firm after his death/retirement/insolvency. The legal representatives or heirs of the deceased partners shall not be entitled 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.
19. 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 the business of the firm.
20. 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.
21. For all other matters on which this deed does not contain any specific clause, the provisions of Indian Partnership Act will apply.

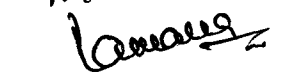
IN WITNESS WHEREOF, the partners hereto have signed and executed this partnership deed with their free will and consent on the date, month and year mentioned herein above, in the presence of the following witnesses:

**WITNESSES:**

1.

  
(G. K. Srinivas)  
S/o. G. S. B. Srinivas  
1-8-488 Chikkadepally  
Hyderabad-500020.

2.

  
(M. V. RAMANA MURTHY)  
S/o. M. B. K. Seshadray,  
H.No. 12-1-508/11/1,  
Laxminagar colony, Lalapet,  
Sec. Bad. - 500017.

For MODI HOUSING PVT. LTD.

  
DIRECTOR  
FIRST PARTNER

  
For Modi & Modi Real Estate Private Limited  
SECOND PARTNER

  
THIRD PARTNER Director

  
FOURTH PARTNER