



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

R 596722

K
K. SRINIVAS
S.V.L.No.26/98, R.No.11/2007
CITY CIVIL COURT
SECUNDERABAD

8774 Date 23/03/2009
Sold to A. Venkatesh
to. D/o. A. A. Reddy
Whom Nil. Gini. Estates

PARTNERSHIP DEED

This Deed of Partnership is made and executed on this the 1st day of April 2009 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 aged about 39 years who is authorized to enter into an partnership business under a Board Resolution passed in a meeting held on 01.04.2009 (hereinafter called the "FIRST PARTNER").
2. Shri. Gaurang Mody S/o. Shri. Jayantilal Mody aged 42 years, Occupation: Business, residing at Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Secunderabad - 500 003 (hereinafter called "SECOND PARTNER").
3. M/s. Modi & Modi Financial Services Pvt Ltd a company incorporated under the Companies Act 1956, and having its Registered office at 183/184, Modi Mansion, R. P. Road, Secunderabad - 500 003 represented by its Director Shri. Nirav Modi S/o. Shri. Pramod Modi aged about 35 years who is authorized to enter into an partnership business under a Board Resolution passed in a meeting held on 01.04.2009 (hereinafter called the "THIRD PARTNER").
4. Shri. Sharad J. Kadakia S/o. Late. Shri. Jayantilal M. Kadakia aged 50 years, Occupation: Business, residing at 5-2-223, Gokuldas Building, 3rd Floor, Distillery Road, Secunderabad - 500 003 (hereinafter called "FOURTH PARTNER").

For MODI HOUSING PVT. LTD.

Soham Modi
Director

Gaurang Mody

3/ For Modi & Modi Financial Services Pvt. Ltd.

Nirav Modi
DIRECTOR

Sharad J. Kadakia

Sharad J. Kadakia
Y RJK



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

R 596724

8776
 Date 23/03/2009
 Sold to G. Venkatesh
 G.A. Rao
 No. & Co. W/o
 Nilgiri Estates

K. SRINIVAS
 S.V.L.No.26/98, R.No.11/2007
 CITY CIVIL COURT
 SECUNDERABAD

-2-

5. Shri. Rajesh J. Kadakia S/o. Late. Shri. Jayantilal M. Kadakia aged 54 years, Occupation: Business, residing at 5-2-223, Gokuldas Building, 3rd Floor, Distillery Road, Secunderabad – 500 003 (hereinafter called “FIFTH PARTNER”).


WHEREAS:

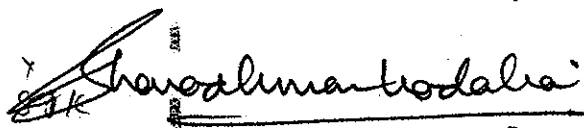
1. The First, Second and Third partners have constituted a partnership firm name and styled as “M/s. Nilgiri Estates” on certain terms and conditions as agreed upon and recited in partnership deed dated 2nd September 2008.
2. The existing partners herein for the purposes of business to be run more efficiently and smoothly and to meet funds requirement for the partnership business have expressed their intention to admit two more partners namely a) Shri. Sharad J. Kadakia (the fourth partner herein) b) Shri. Rajesh J. Kadakia (the fifth partner herein). Shri. Sharad J. Kadakia and Shri. Rajesh J. Kadakia have agreed to join as fourth and fifth partners in the partnership business that of “M/s. Nilgiri Estates”.
3. The FIRST PARTNER and the THIRD PARTNERS are Private Limited Companies and the companies have passed necessary resolutions authorizing Shri. Soham Modi (representing Modi Housing Pvt Ltd) and Shri. Nirav P. Modi (representing Modi & Modi Financial Services Pvt Ltd) to represent the companies and to execute this partnership deed.

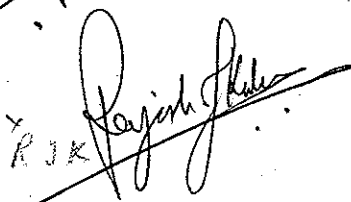
For MODI HOUSING PVT. LTD.

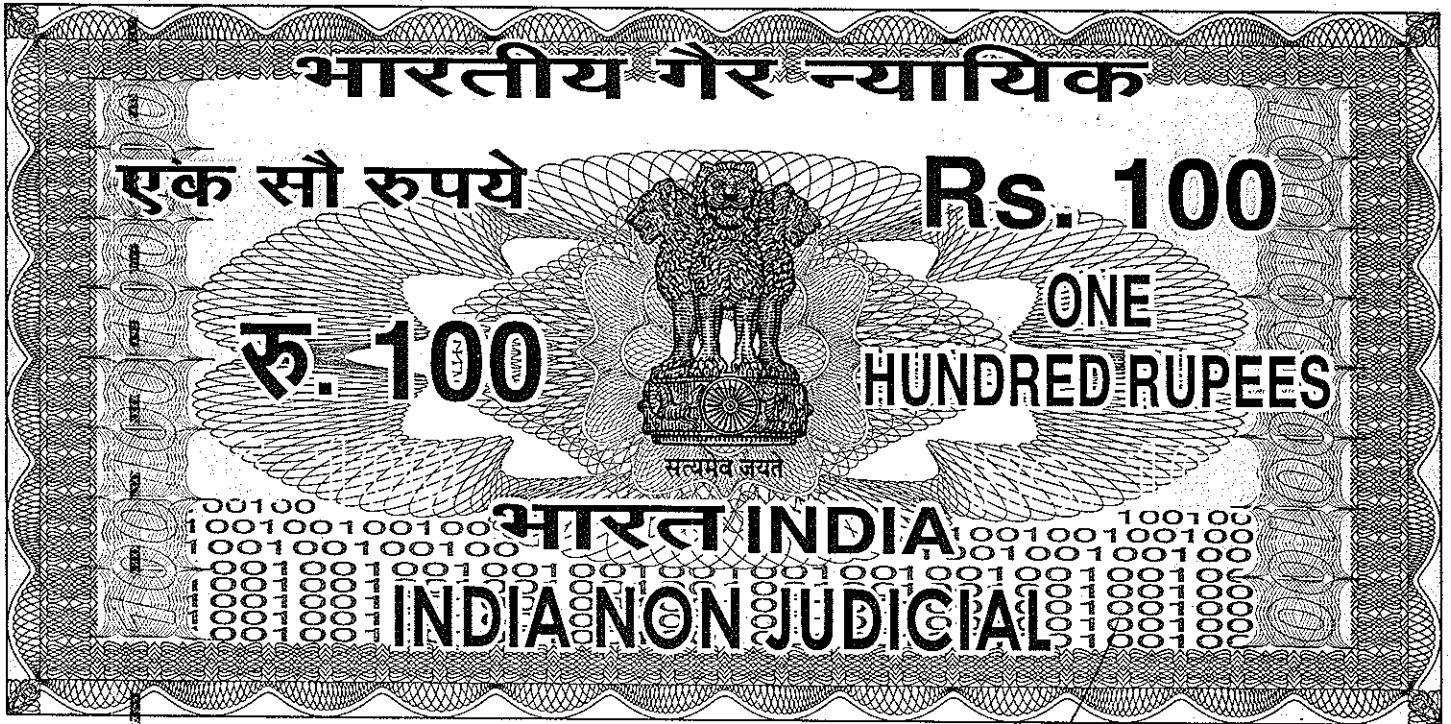

 Director

For Modi & Modi Financial Services Pvt. Ltd.


 DIRECTOR


 Sharad J. Kadakia


 Rajesh J. Kadakia



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

R 596725

8777 23/03/2009
to C. Venkatesh
D/o. W/o. G.A. Rao
Whom Nilgiri Estates

K. SRINIVAS
S.V.L.No.26/98, R.No.11/2007
CITY CIVIL COURT
SECUNDERABAD

-3-

4. The said partners hereto have agreed on certain terms and conditions governing the partnership business and the relations inter-se and are desirous of recording the same into writing.

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

1. The business of the Partnership Firm shall be carried in the name and style as "M/s. Nilgiri Estates" or any other name partners may mutually decide.
2. Partnership shall be with effect from 2nd September 2008.
3. The principal place of business of the partnership 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.
4. The nature of the business of the firm shall be to do the business of real estate developers, managers, underwriters, retailers, advisors, promoters of group housing scheme 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 or in any other ratio as may be decided mutually from time to time.

For MODI HOUSING PVT. LTD.

3 For Modi & Modi Financial Services Pvt. Ltd.

Director

DIRECTOR



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

23/09/2009
R 491243

Sl No. 8780 - 23/09/2009
 Sold to: G. Venkatesh
 S/o. D/o. W/o. G.A. Rao
 For Whom: Nilgiri Estates

K. SRINIVAS
 S.V.L.No.26/98, R.No.11/2007
 CITY CIVIL COURT
 SECUNDERABAD

-4-

6. The partnership may borrow money from outside for the partnership business including borrowals from the banks and financial institutions.
7. The FIRST PARTNER represented by its Director Shri. Soham Modi shall be the Managing Partner overall in charge for smooth running of the firm, and he shall be authorized to apply and obtain necessary sanctions from all concerned authorities like HUDA/Greater Hyderabad Municipal Corporation (GHMC), A. P. Transco (Electricity Department), Water and Drainage Department (HMWS &SB), Income Tax Departments, Commercial Tax Departments etc., in connection with the business of the firm.
8. Documents such as Agreements of Sale, Sale Deeds, General & Specific Power of Attorneys, Construction Agreements, Development Agreements, and other contracts and conveyance deeds that are required to be executed and registered in the course of business shall be executed by the Managing Partner represented by 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 of business shall be determined solely by the Managing Partner represented by Mr. Soham Modi.
9. The Profit & Loss of the firm shall be shared and borne between the partners as under:

1. First Partner (Modi Housing Pvt Ltd)	- 36.5% (Thirty six and half percent)
2. Second Partner (Gaurang Mody)	- 1.0% (One percent)
3. Third Partner (Modi & Modi Financial Services Pvt Ltd)	- 37.5% (Thirty seven and half percent)
4. Fourth Partner (Sharad J. Kadakia)	- 12.5% (Twelve and Half percent)
5. Fifth Partner (Rajesh J. Kadakia)	- 12.5% (Twelve and half percent)

FOR MODI HOUSING PVT. LTD.

Director

Sharad J. Kadakia
 Rajesh J. Kadakia

Soham Modi

N. P. M. Chandrababu



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

R 491242

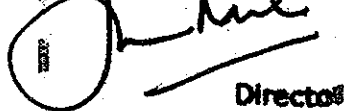
Sl No... ౧౨౩౪... Date... 23/03/2009... 100
 Sold to G. Venkatesh...
 S/o. D/o. P/o. G. A. Rao...
 For Whom... A. V. Srinivas Estate.

K. SRINIVAS
 S.V.L.No.26/98, R.No.11/2007
 CITY CIVIL COURT
 SECUNDERABAD

-5-

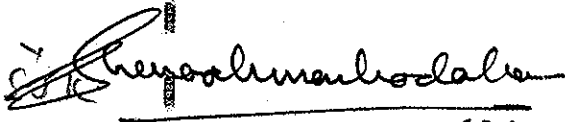
10. The regular books of accounts shall be maintained by the partners herein recording the day to day transactions and such books shall be closed to the profit and loss account on 31st March of every year. On the date the statement of assets and liabilities shall be drawn up and net profit and loss shall be determined and divided as per ratios mentioned above.
11. The bank accounts of the firm shall be operated by any one of the following partners viz a) Modi Housing Pvt Ltd represented by Soham Modi duly authorized by the Company OR b) Modi & Modi Financial Services Pvt Ltd represented by Nirav Modi duly authorized by the Company 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. Further the Managing Partner represented by Shri. Soham Modi shall be authorized to deposit title deeds of the properties of the firm as mortgage or otherwise for borrowals made by the firm for the purposes of business of the partnership firm
12. It has been mutually agreed that none of the partners without the written consent of other partner shall:
- Assign or charge his share in the assets of the firm.
 - Lend money belonging to the firm.
 - Except in the ordinary course of the business, dispose of by pledge, sale or otherwise, the assets of the firm.
 - Release or compound any debt or claim owing to the firm.
 - Execute any deed or stand surety for any person or act in any other manner whereby the property of the firm may be liable.

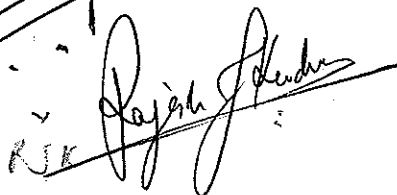
For MODI HOUSING PVT. LTD.


 Director

For Modi & Modi Financial Services Pvt. Ltd.


 DIRECTOR

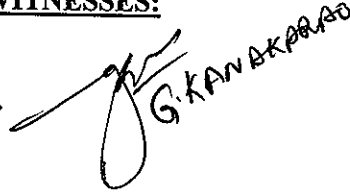




13. That each Partner shall at all times pay, discharge his separate and private debts whether future or present and always keep the partnership property and/or other partner free from all actions, claims, costs, proceedings and demands of whatsoever nature.
14. The Partnership shall be at WILL.
15. 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 the business of the firm.
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.

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. KANAKAPPA
2. A. Sambasivarao
(A. SAMBASIVARAO)

For MODI HOUSING PVT. LTD.

1. 
FIRST PARTNER ^{Director}

2. 
SECOND PARTNER

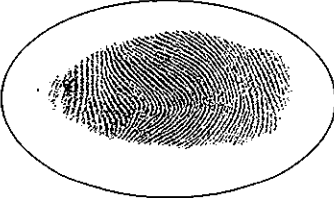

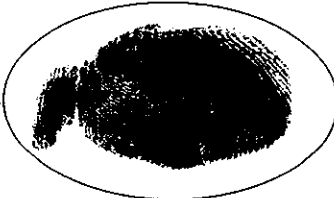
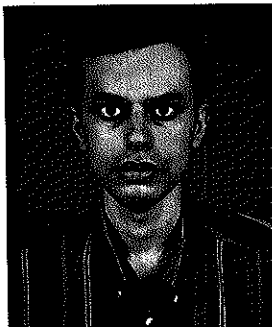

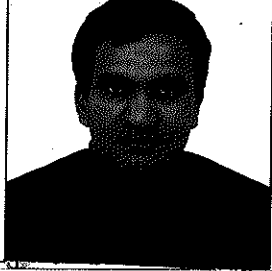


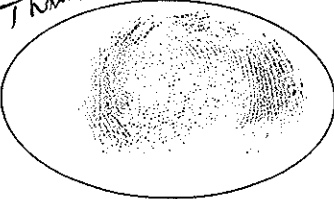
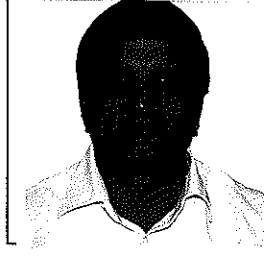
For Modi & Modi Financial Services Pvt. Ltd.

3. 
THIRD PARTNER ^{Director}

4. 
FOURTH PARTNER ^{with seal}

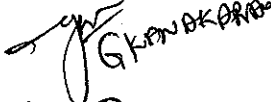
5. 
FIFTH PARTNER

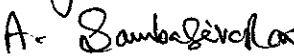
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF
REGISTRATION ACT, 1908.**

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			<p>EXISTING PARTNERS:</p> <p>M/S. MODI HOUSING PVT. LTD., HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M.G. ROAD, SECUNDERABAD -500 003 REP. BY ITS DIRECTOR</p> <p>1. SHRI. SOHAM MODI S/O. SHRI. SATISH MODI</p> <p align="center">GAURANG</p> <p>2. SHRI. GARUNAG MODY W/O. SHRI. JAYANTILAL MODY R/O. FLAT NO. 105 SAPPHIRE APARTMENTS CHIKOTI GARDENS, BEGUMPET HYDERABAD</p> <p>3. M/S. MODI & MODI FINANCIAL SERVICES PVT. LTD., HAVING ITS OFFICE AT 183 / 184 MODI MANSION, R. P. ROAD SECUNDERABAD - 500 003 REP. BY ITS DIRECTOR SHRI. NIRAV MODI S/O. PRAMOD MODI.</p> <p>INCOMING PARTNERS:</p> <p>4. SHRI. SHARAD J. KADAKIA S/O. LATE JAYANTILAL M. KADAKIA R/O. 5-2-223, GOKULDAS BUILDING 3RD FLOOR DISTILLARY ROAD SECUNDERABAD - 5003</p> <p>5. RAJESH J. KADAKIA S/O. LATE JAYANTILAL M. KADAKIA R/O. 5-2-223, GOKULDAS BUILDING 3RD FLOOR, DISTILLERY ROAD SECUNDERABAD - 500 003.</p>
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	<i>Thumb Impression 55K</i> 		
	<i>Thumb Impression 25K</i> 		

For MODI HOUSING PVT. LTD.

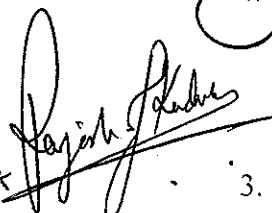
SIGNATURE OF WITNESSES:

1. 
G. Kadakia

2. 
A. Sambasivadas
5RSK

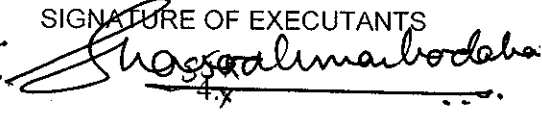
1. 
Director

2. 
G. Mody


Rajesh J. Kadakia

3. X 
N.P.M.

SIGNATURE OF EXECUTANTS


Shashalamba

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. 1722/2008

Under sect on 63(1) of the Indian Partnership Act, 1932, notice is hereby give that

(1). The Constitution of the Firm M/s. NILGIRI ESTATES has been altered as follows:

Name and full address of incoming partner and date of his joining the firm	Name and full address of the outgoing partner and date of his ceasing to the partner
1. MR. SHARAD J. KADAKIA S/O. LATE JAYANTILAL M. KADAKIA R/O. 5-2-223, GOKULDAS BUILDING 3 RD FLOOR, DISTILLERY ROAD SECUNDERABAD - 500 003.	NIL
2. MR. RAJESH J. KADAKIA S/O. LATE JAYANTILAL M. KADAKIA R/O. 5-2-223, GOKULDAS BUILDING 3 RD FLOOR, DISTILLERY ROAD SECUNDERABAD - 500 003.	NIL

1. ~~For MODI HOUSING PVT. LTD.~~ 2. gm *[Signature]* 3. *[Signature]*
 4. *[Signature]* Director 5. RSK *[Signature]* 6. *[Signature]*
 7. *[Signature]* Station: Sec-bad
 Date: _____ Signature of the incoming, continuing or outgoing partner or of his specially authorised agent

(2). The firm M/s. NILGIRI ESTATES has been dissolved with effect from the _____

1. ~~For MODI HOUSING PVT. LTD.~~ 2. gm *[Signature]* 3. *[Signature]*
 4. *[Signature]* Director 5. RSK *[Signature]* 6. *[Signature]*
 7. *[Signature]* Station: Sec-bad
 Date: _____ Signature of the person who was a partner immediately before the dissolution or of his specially authorised agent