

తెలంగాణ తెలంగాణా TELANGANA

S.No. 3232 Date:31-01-2017

Sold to: RAMESH

S/o.: NARASING RAO

For Whom: MODI REALTY (GAGILLAPUR) LLP

G 744180

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court, West
Marredpally, Sec'bad.
Mobile: 9849355156

**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 1st day of March 2017, by and between the following Partners:

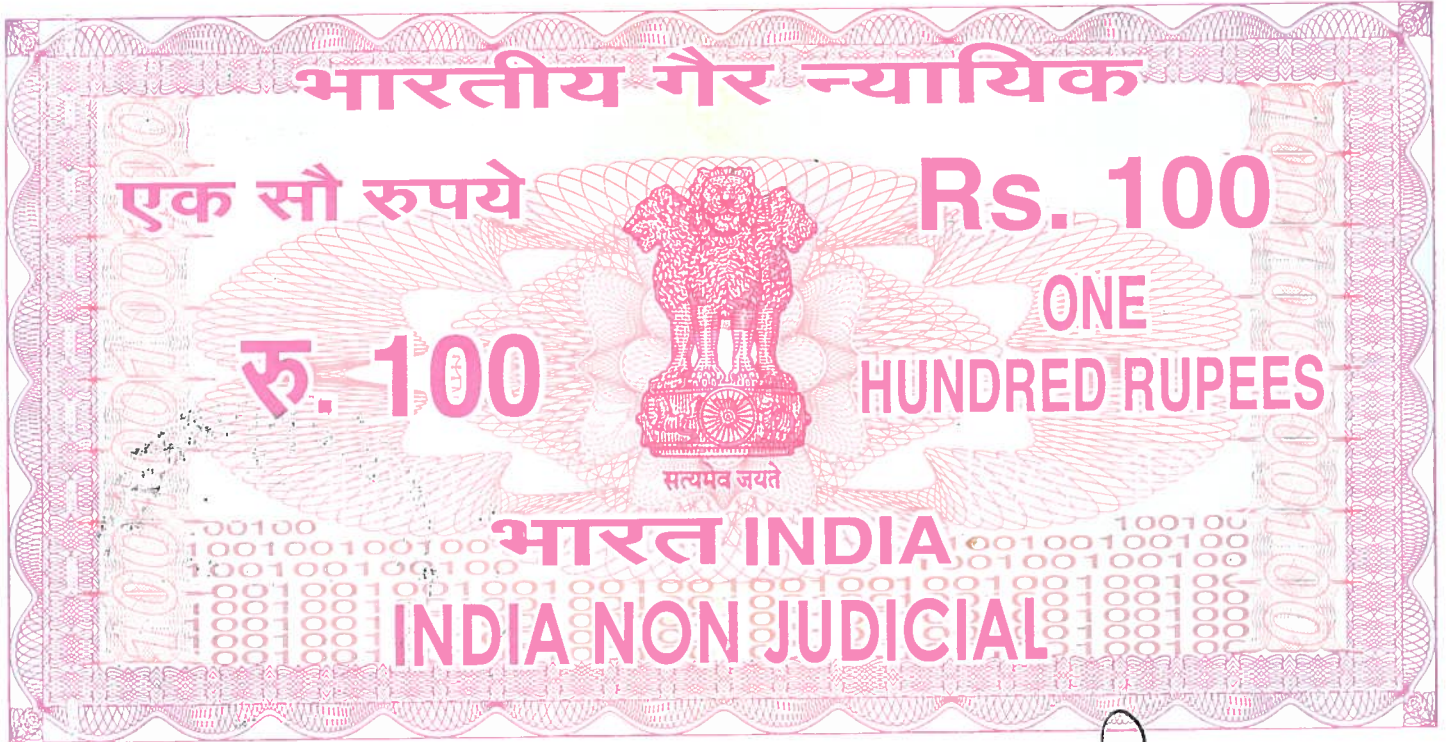
M/s Modi Housing Private Limited, incorporated on 31st December, 2002 having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad-500 003, Telangana, represented by its Director Shri. Soham Modi aged about 47 years, resident of Plot No.280, Road No.25, Jubilee hills, Hyderabad-500 034, (Telangana) India hereinafter referred to as **THE PARTY OF FIRST PART (CONTINUING PARTNER)**.

AND

1. **Mr. Ashish P. Modi** S/o. Late. Shri. Pramod Modi aged 48 years, Occupation: Business, resident of 1-8-165, P. G. Road, Secunderabad – 500 003, Telangana, India hereinafter referred to as **THE PARTY OF SECOND PART**.
2. **B. Anand Kumar** S/o. B.N. Ramulu, aged 48 years, resident of Plot No.869, Defence Colony, Sainikpuri, Secunderabad – 500 094, Telangana, India hereinafter referred to as **THE PARTY OF THIRD PART**.

For MODI HOUSING PVT. LTD.

Director



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S.No. 3233 Date:31-01-2017

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For Whom: MODI REALTY (GAGILLAPUR) LLP

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3. N. Kiran Kumar S/o. N. Mahusudhan Reddy, aged 44 years, resident of Plot No.275, Venkateshwaranagar Colony, Moula-Ali, Hyderabad – 500 040, Telangana, India hereinafter referred to as **THE PARTY OF FOURTH PART (NEWLY ADMITTED PARTNERS)**

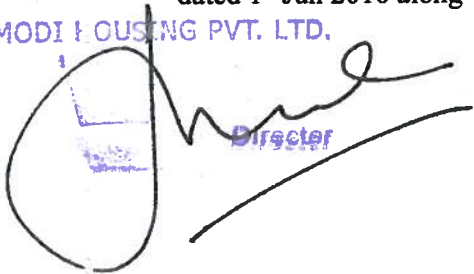
RETIRING PARTNER:

Mr. Nirav P. Modi S/o. Late Shri. Pramod Modi aged 42 years, Occupation: Business, resident of 1-8-165, P. G. Road, Secunderabad – 500 003 (Hereinafter referred to as **RETIRING PARTNER**).

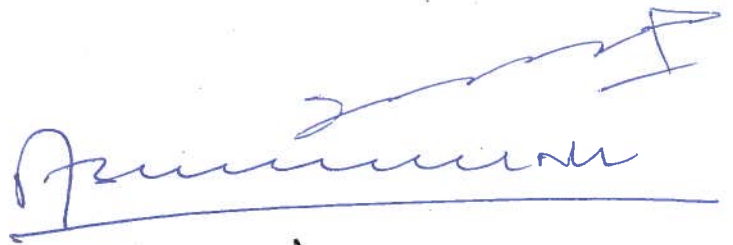
WHEREAS:


A. The party of the FIRST PART, M/s. Modi Housing Private Ltd, was carrying on the business under the name and style of Modi Realty (Gagillapur) LLP governed by a LLP agreement dated 1st Jun 2016 along with Mr. Nirav P. Modi (the retiring partner herein).

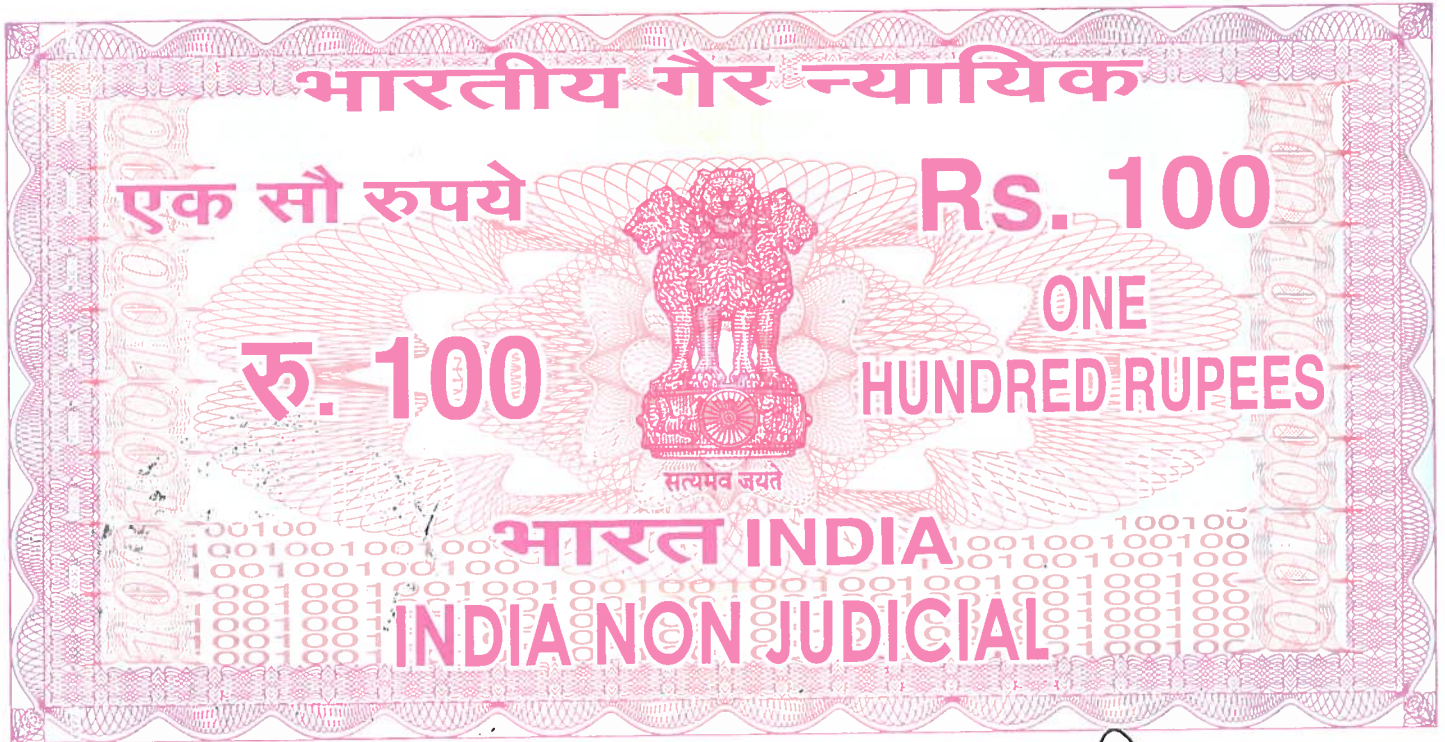
For MODI HOUSING PVT. LTD.


Director


Director








తెలంగాణ తెలంగాణ TELANGANA

S.No. 3234 Date:31-01-2017

Sold to: RAMESH

S/o.: NARASING RAO

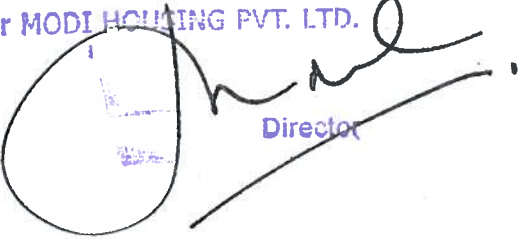
For Whom: MODI REALTY (GAGILLAPUR) LLP


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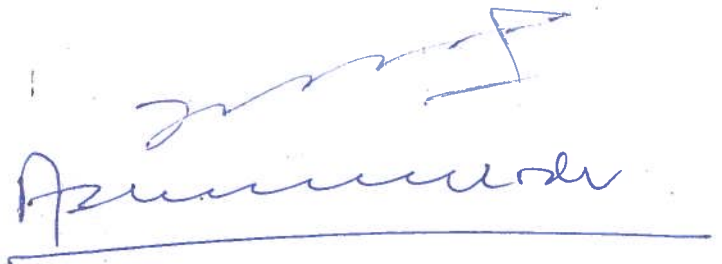
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- B. AND WHEREAS, the Retiring Partner expressed his desire to retire from the LLP and it was mutually agreed by and between the parties thereto that the Retiring Partner should retire from the said LLP from 1st March 2017. The Continuing Partner along with the Newly admitted partners have decided to continue the business under the same name and style of MODI REALTY (GAGILLAPUR) LLP with effect from 1st March 2017.
- C. The RETIRING PARTNER do hereby relinquish all his rights and interest in the LLP and the continuing Partner along with the Newly Admitted Partners shall be entitled to all its properties, assets, credits, goodwill and all profits and benefits thereof and remains jointly responsible for its past and future liabilities and losses, if any. However the Retiring Partner shall have the right to the balance standing to his credit as on the date of retirement which shall be paid to him within a period of three months from the date of execution of this deed failing which the LLP shall pay him interest @ 15 % per annum till the liability is discharged.
- D. 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.

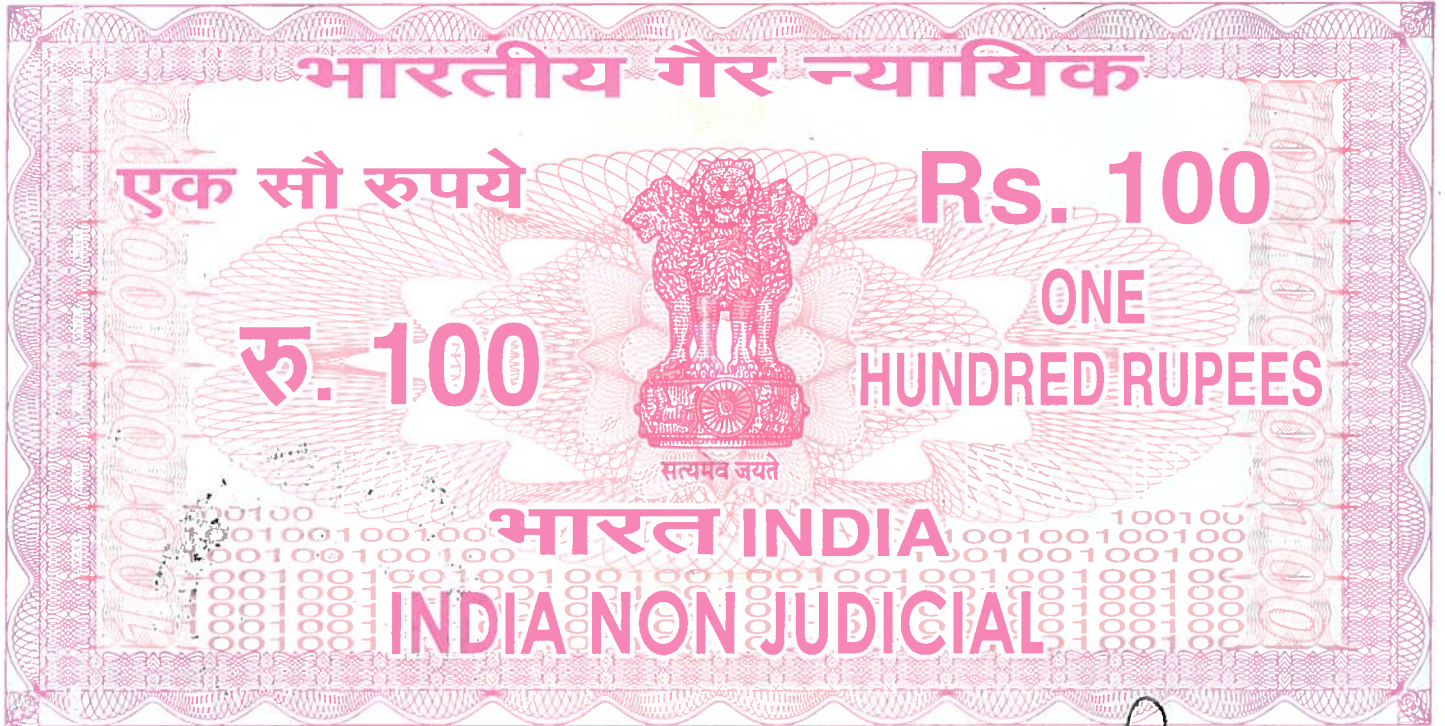
For MODI HOUSING PVT. LTD.


Director

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తెలంగాణ తెలంగాణా TELANGANA

S.No. **3235** Date:**31-01-2017**

Sold to: **RAMESH**

S/o.: **NARASING RAO**

For Whom: **MODI REALTY (GAGILLAPUR) LLP**

 **G 744183**

K.SATISH KUMAR
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NOW THIS INDENTURE WITNESSETH that it is hereby agreed and declare by and among the parties hereto as follows:-

1. Name and Registered Office :

The name of the LLP shall be **Modi Realty (Gagillapur) LLP** and Office of the LLP shall be at 5-4-187/3 & 4, Soham Mansion, II Floor, M.G. Road, Secunderabad – 500 003 (Telangana) India or at such other place or places as the Partners hereto may agree upon from time to time.

2. Incorporation of LLP:

The Designated Partners shall submit all such documents and pay all such fees as shall be necessary for the Retirement cum admission of Partners of the LLP with Ministry of Corporate Affairs.

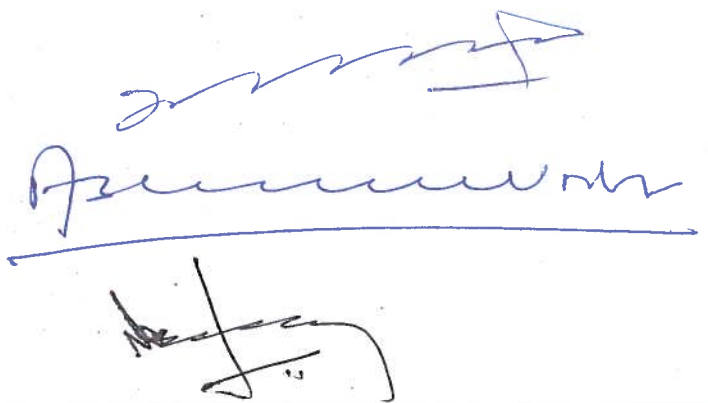
3. Commencement of Business:

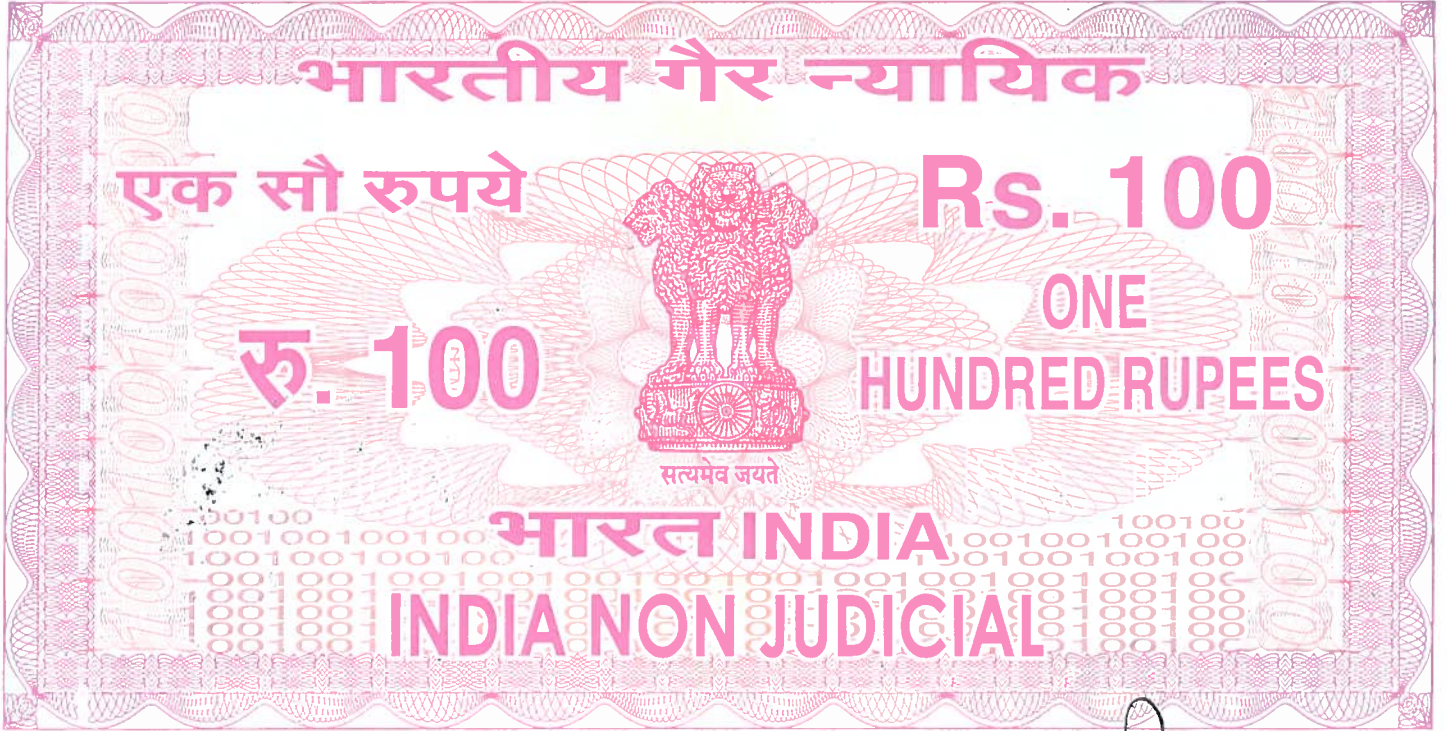
The amended LLP after admission and retirement shall commence with effect from 1st March 2017.

For MODI REALTY PVT. LTD.


Director







తెలంగాణ తెలంగాణ TELANGANA

S.No. 3236 Date:31-01-2017

Sold to: RAMESH

S/o.: NARASING RAO

For Whom: MODI REALTY (GAGILLAPUR) LLP

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G 744184

K.SATISH KUMAR

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R.No.16-05-029/2015

Plot No.227, Opp.Back Gate

of City Civil Court,

West Marredpally, Sec'bad.

Mobile: 9849355156

4. 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.
- Buy & sell immovable property.
 - Develop immovable property into plots, residential complex, houses, commercial complex, shops, office complex, etc.
 - Take on lease or lease immovable property
 - Invest into companies, firms, LLPs and other such entities related to and engaged in real estate and real estate development business.
 - Borrow or lend funds related to real estate business.
 - Take up construction contracts.
 - Provide consultancy, brokerage etc., related to construction and real estate businesses.
 - Any other activity related to real estate business.
 - Act as property managers, agents, brokers, under writers, consultants, etc.

- b. Incidental or ancillary objects: To attain the main objects of the LLP the business of the LLP shall include:

- To acquire and undertake the whole or any other part of the business, which the LLP is authorized to carry on.

For MODI HOUSING PVT. LTD.

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- ii. To enter into Partnership or any other arrangement for sharing of profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, firm, LLP or Company carrying on or engaged in or about to carry on or engage in, or any business or transaction capable of being conducted so as to directly or indirectly benefit this LLP.
- 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.

5. LLP at WILL:

The LLP shall be AT WILL. The death or retirement of any Designated Partner shall not "IPSO-FACTO" dissolve the LLP. The remaining 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 Designates 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.

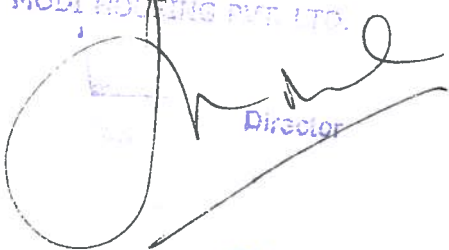
6. Designated Partners:

M/s. Modi Housing Pvt Ltd (Party of the First Part herein), Shri. Ashish P. Modi (Party of the Second Part herein) and Shri. B. Anand Kumar (Party of the Third Part herein) of this agreement will be the Designated Partners of the LLP. The First Party shall be represented by its Director Mr. Soham Modi.

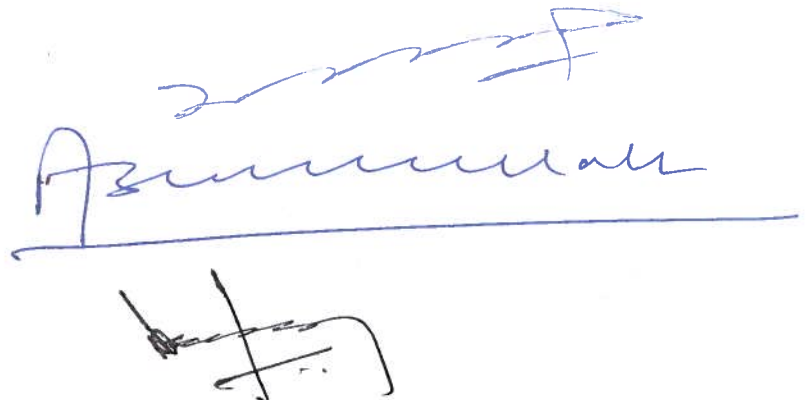

7. Capital:

- a) The Capital of the LLP shall be such sum or sums of money as may be required for running the LLP business and contributed by the Designated Partners as may be agreed upon among them from time to time and credited to their respective accounts. However the capital of LLP would be Rs.1,00,000/- (Rupees One Lakh only).

For MODI HOUSING PVT. LTD.


Director

Ashish P. Modi

Sl. No.	Name of the Partner	Percentage %	Capital Amount Rs.
i.	Modi Housing Private Ltd Party of the First Part	30%	Rs. 30,000
ii.	Mr. Ashish P. Modi Party of the Second Part	30%	Rs. 30,000
iii.	Mr. B. Anana Kumar Party of the Third Part	20%	Rs. 20,000
iv.	Mr. N. Kiran Kumar Party of the Fourth Part	20%	Rs. 20,000
Total		100%	Rs. 1,00,000

- b) 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 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.
- c) 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 borrowals for the operations of the LLP shall be binding on the LLP.

8. Accounting of Financial Results:

All outgoings 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 is ascertained on closing the accounts at the close of each year.

The Designated Partners shall ensure 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.

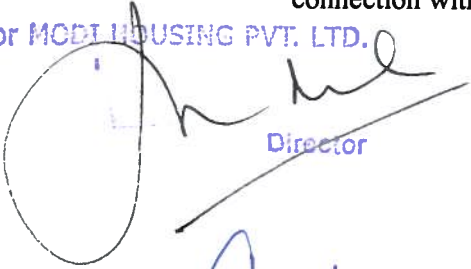
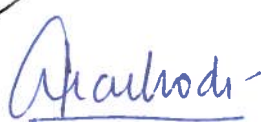
The accounts of the LLP shall be closed on 31st March of every year when a Profit & Loss Account and Balance sheet of the LLP shall be audited in accordance with all relevant Statements of the LLP in such format and manner as may be required by the relevant authorities of the LLP.



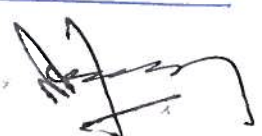
9. Management:

It is agreed by and amongst the parties hereto that the party of the first part (represented by its Director Mr. Soham Modi) of the LLP shall be the **Managing Partner** and he shall devote his time and attention in the conduct of the affairs of the LLP as the circumstance and business needs may require. They have agreed for the following:

- a) The Managing Partner is authorized, to execute and sign agreements, deeds etc., in connection with the normal course of business.
- b) The Managing Partner is authorized to raise loans on mortgages, pledge or promissory note either from Banks or from private parties as and when required in connection with the normal course of business.

For MODI HOUSING PVT. LTD.


Director


- c) The Managing Partner is authorized 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.

10. 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 maybe mutually agreed from time to time.

11. 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 Partners in accordance with these clauses of the deed of LLP shall be divided and distributed amongst the Partners on the close of the accounting year in the following ratio:

Sl. No	Name of the Partner	Business Stake (%)	Profit (%)	Loss (%)
i.	Modi Housing Pvt Ltd., First Part	30%	30%	30%
ii.	Ashish. P. Modi - Second Part	30%	30%	30%
iii.	B. Anand Kumar – Third Part	20%	20%	20%
iv.	N. Kiran Kumar – Fourth Part	20%	20%	20%
Total		100%	100%	100%

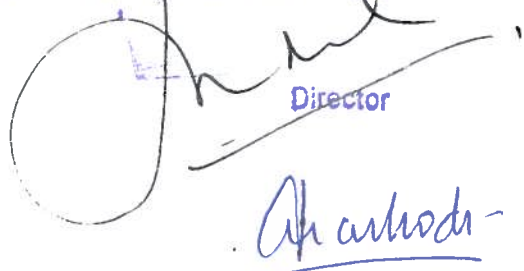
12. Business Conduct:

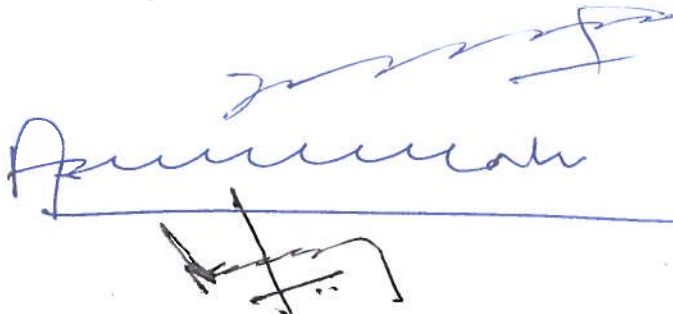
- a) Each Designated Partner shall be just and faithful to the other Partner in all transactions relating to the business of the LLP and shall give a true and correct account of the same to other Designated Partner when and so often as the same be reasonably required.
- b) Each Designated Partner shall 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.

13. Bank Account:

The LLP Bank accounts shall be operated jointly by two partners. The first such joint partner shall be either the Party of the First Part (Modi Housing Pvt Ltd represented by its Director Shri. Soham Modi) OR the Party of Second Part (Shri. Ashish P. Modi) AND the second such joint partner shall be Party of the Third Part (Shri. B. Anand Kumar) OR Party of the Fourth Part (N. Kiran Kumar) or subject to any instructions as may be given to the bankers from time to time by the LLP under the signatures of all the partners. They are hereby authorized severally to operate upon the bank account or accounts whether in credit or overdrawn for and on behalf of the LLP. They are further authorized either to arrange for the credits facilities, overdrafts, loans and other borrowings either with or without security from individuals, firms, companies, or any Financial Institutions

For MODI HOUSING PVT. LTD.


Director
Ashish P. Modi


B. Anand Kumar

14. Meetings:

- a. 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 Partners/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.
- b. The Designated Partners/Managers may participate in a meeting of the board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.
- c. 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.
- d. Two Designated Partners present in person shall constitute the quorum for every meeting.
- e. 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.
- f. 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.

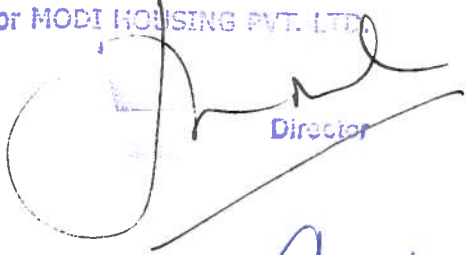
Any matter that is not fundamental to the business of the LLP and/or the matters as listed above shall be decided by a simple majority of the Partners or two third percentages of the Partners.

15. Good Faith (Duties):

Each Designated Partner shall at all times:

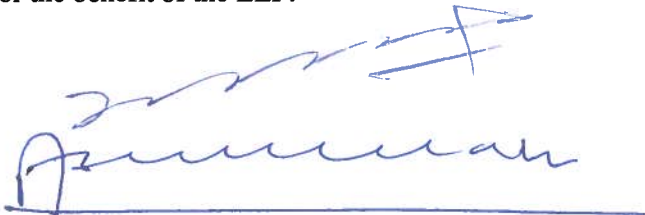
- a. Be just and faithful to the other designated Partners in all matters relating to the LLP and keep inform them of all facts and give explanation on all matters relating thereto;
- b. Devote his or her full time and attention to the business of the LLP and use his or her best effort and endeavors 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.

For MODI HOUSING PVT. LTD.



Director

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16. Rights of Managing Partner:

- a. Modi Housing Private Limited represented by its Director Mr. Soham Modi, the Designated Partner herein shall be the Managing Partner of the LLP.
- b. Managing Partner can induct a new 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. If the performance and conduct of a Partner is not found satisfactory or not contributing towards reducing the wasted or increasing the profitability, managing Partner will have the rights of removing the defaulting Partner from the business. In such case the LLP will refund the outgoing Partner's investment along with apportioned profit or deducting the operational loss, if any.
- 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.

17. Rights of Partners:

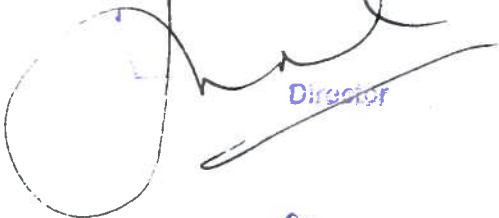
- a. All the Partners hereto shall have the rights, title and interest in all the assets and properties in the said LLP in the proportion of their Capital.
- b. Every Partner has a right to have access to and to inspect and copy any books of the LLP.
- c. Each of the parties hereto shall be entitled 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.

18. Limitation on Partners:


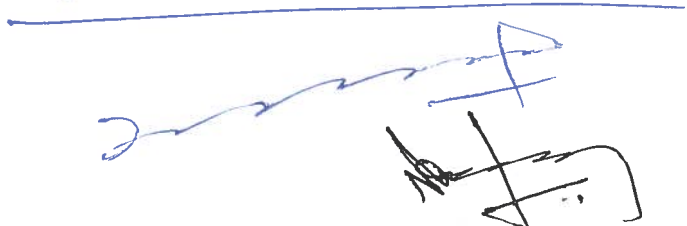
No Partner without the consent in writing of the Managing Partner:

- a. Engage directly or indirectly in any business other than that of the LLP or accept any office or appointments, in addition to the existing one which the Partners are already undertaking before the formation of this LLP and of which all the Partners having knowledge of such activity of each other;
- b. Engage or dismiss (except for gross misconduct) the employee of the LLP;
- c. 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;
- d. Compromise or discharge any debt due to the LLP;
- e. Give any guarantee on behalf of the LLP;
- f. Give any security or promise for the payment of the money on account of the LLP except in the ordinary course of the business;
- g. 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.

For MODI HOUSING PVT. LTD.


Director

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- h. Buy or contract for any goods, services or property on behalf of the LLP involving an aggregate sum of more than Rs. 5,000/-;
- i. Assign, mortgage or charge his or her share/stake 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;
- j. Draw any amount on any account of the LLP which is not in accordance with the then current mandate in respect of that account;
- k. Lend any of the LLP moneys or give credits to person or persons whom the other Partners have previously in writing forbidden him to trust;
- l. Any amount paid or spent by any employee shall be substantiated by proper bill with signatures of the recipient.

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).

19. Expulsion of Defaulting Partner:

- A Partner may be expelled by the other Partners from the LLP, if he:
- a. Is unable to attend the business or perform his or her duties as a Partner by whatever reason for a continuous period of three months; or
 - b. Commits an act of bankruptcy or adjudicated bankrupt; or
 - c. Commits a grave breach or persistent breaches of this agreement; or
 - d. 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
 - e. Fails to attend the meetings consequently for two meetings without a reasonable cause; or
 - f. Is guilty of any act which is likely to have a serious adverse effect upon the LLP; or
 - g. Absents himself or herself from the duty without reasonable cause and without the consent of the Managing Partner for more than forty five days.

20. 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 on 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;

For MODI HOUSING PVT. LTD.

Director

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- 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.

21. 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 as may be necessary in order to comply with any of the provisions in these presents.

22. Indemnification:

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

23. Court of Affairs:

The Designated Partners hereto and hereby are authorized to appear before all courts of Law, Judges, Magistrates, Collectors, Corporation of Hyderabad or other cities where the business has branches, Government Authorities and connected Departments, Police officials, 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.

24. Drawings:

The Partners shall draw such sum or sums from LLP as may be mutually agreed subject to the compliance of provisions of the Limited Liability Partnership Act 2008 and relevant amendments thereof from time to time.

25. Dissolution:

The LLP can be wound up with the consent of all the Partners and subject to compliance of the provisions of Limited Liability Partnership Act, 2008, and relevant amendments thereof from time to time.

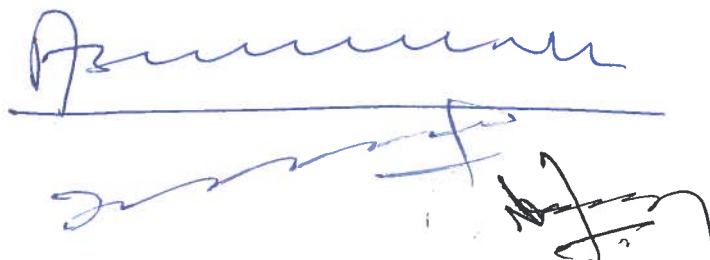
26. Arbitration:

In the case of any dispute of differences amongst the Partners/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.

For MODI HOMES PVT. LTD.

Director

Anandhi-



27. The LLP Act, 2008:

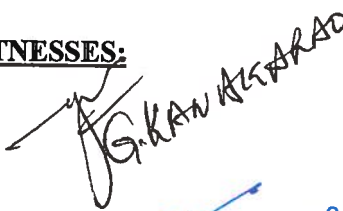
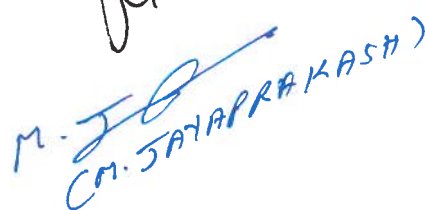
In all the matters, the LLP shall be governed by THE LIMITED LIABILITY PARTNERSHIP ACT, 2008 or any statutory modification thereof for the time being in force.

28. Amendments:


Any of the above terms may be varied, altered, amended, substituted, added or deleted by mutual consent of the 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 THIS 1ST MARCH 2017.


WITNESSES:

1. 
G. KANAKARAO
2. 
M. J. S. M. S. JAYAPRAKASH


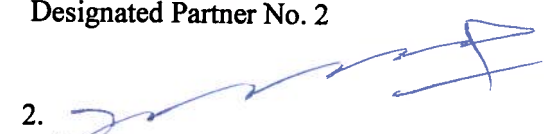

**SIGNATURE OF THE
RETIRING PARTNER**


(Nirav P. Modi)

**SIGNATURE OF THE
CONTINUING PARTNER**


For MODI HOUSING PVT. LTD.
Director
1. (Modi Housing Private Ltd)
Represented by Soham Modi
Designated Partner No.1

**SIGNATURES OF THE
NEWLY ADMITTED PARTNERS.**

1. 
(Ashish P. Modi)
Designated Partner No. 2
2. 
(B. Anand Kumar)
Designated Partner No. 3
3. 
(N. Kiran Kumar)