



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

P 445819

S.No. 11440 Date 29/03/2010 Rs. 100  
Sold to Venkatesh  
S/o. B/o. Who Q. A. Rao  
For Whom Niraj's Estates

K. SATISH KUMAR  
SVL.No.13/2000 R.No.16/2009  
5-2-30, Premavathipet (V),  
Rajendranagar (M), R.R. Dist.

**PARTNERSHIP DEED**

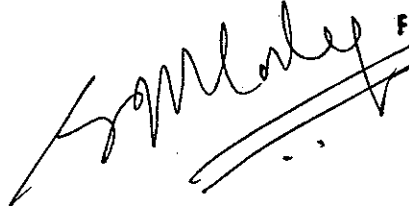
This Deed of Partnership is made and executed on this the 1<sup>st</sup> day of April 2010 by and between:

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 40 years (hereinafter called the "**FIRST PARTNER**").
2. **Shri. Gaurang Mody S/o. Shri. Jayantilal Mody** aged 43 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 (hereinafter called the "**THIRD PARTNER**").

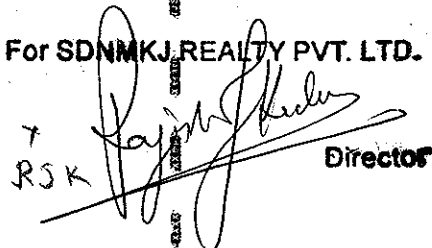
For MODI HOUSING PVT. LTD.

  
Director

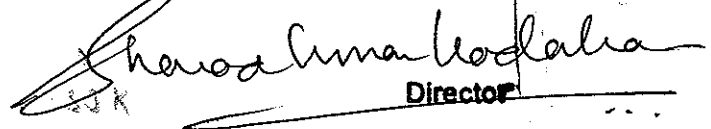
For Modi & Modi Financial Services Pvt. Ltd.

  
Director

For SDNMKJ REALTY PVT. LTD.

  
Director

For JMK GEC REALTORS PVT. LTD.

  
Director



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 114/1 Date 29/02/2010 Rs. 100  
 Sold to Venkatesh  
 S/o. B/o. W/o. C. A. Rao  
 For Whom Nilgiri Estates -2

*Satish Kumar* P 445820

**K. SATISH KUMAR**  
 SVL.No.13/2000 R.No.16/2009  
 5-2-30, Premavathipet (V),  
 Rajendranagar (M), R.R. Dist.

4. M/s. SDN MKJ Realty Pvt Ltd a company incorporated under the Companies Act 1956, and having its Registered office at 5-2-223, Gokuldas Building, 3<sup>rd</sup> Floor, Distillery Road, Secunderabad – 500 003 represented by its Director Shri. Rajesh J. Kadakia S/o. Late. Shri. Jayantilal M. Kadakia aged 54 years who is authorized to enter into an partnership business under a Board Resolution passed in a meeting held on 01.04.2010 (hereinafter called “FOURTH PARTNER”).
5. M/s. JMK GEC Realtors Pvt Ltd a company incorporated under the Companies Act 1956, and having its Registered office at 5-2-223, Gokuldas Building, 3<sup>rd</sup> Floor, Distillery Road, Secunderabad – 500 003 represented by its Director Shri. Sharad. J. Kadakia S/o. Late. Shri. Jayantilal M. Kadakia aged 50 years who is authorized to enter into an partnership business under a Board Resolution passed in a meeting held on 01.04.2010 (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 2<sup>nd</sup> September 2008.

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

*[Signature]*

For Modi & Modi Financial Services Pvt. Ltd.  
*[Signature]*  
 DIRECTOR

For SDN MKJ REALTY PVT. LTD.  
 RJK  
*[Signature]*  
 Director

For JMK GEC REALTORS PVT. LTD.  
*[Signature]*  
 Director



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 114142 Date 29/03/2016  
 Sold to Venkatesh  
 S/o G. A. Rao  
 For Whom Nilgiri Estates

*[Signature]* P 445821

K. SATISH KUMAR  
 SVL.No.13/2000 R.No.16/2009  
 S-2-30, Premavathipet (V),  
 Rajendranagar (M), R.R. Dist.

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2. The existing partners herein for the purposes of business to 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) SDN MKJ Realty Pvt Ltd (the fourth partner herein) b) JMK GEC Realtors Pvt Ltd (the fifth partner herein). SDN MKJ Realty Pvt Ltd and JMK GEC Realtors Pvt Ltd have agreed to join as fourth and fifth partners in the partnership business that of "M/s. Nilgiri Estates".
3. The FIRST, THIRD, FOURTH and the FIFTH PARTNERS are Private Limited Companies and the companies have passed necessary resolutions authorizing Shri. Soham Modi (representing Modi Housing Pvt Ltd) Shri. Nirav P. Modi (representing Modi & Modi Financial Services Pvt Ltd), Shri. Rajesh J. Kadakia (representing SDN MKJ Realty Pvt Ltd) and Shri. Sharad J. Kadakia (representing JMK GEC Realtors Pvt Ltd) to represent the companies and to execute this partnership deed.
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.

For MODI HOUSING PVT. LTD.

*[Signature]*  
 Director

For Modi & Modi Financial Services Pvt. Ltd.

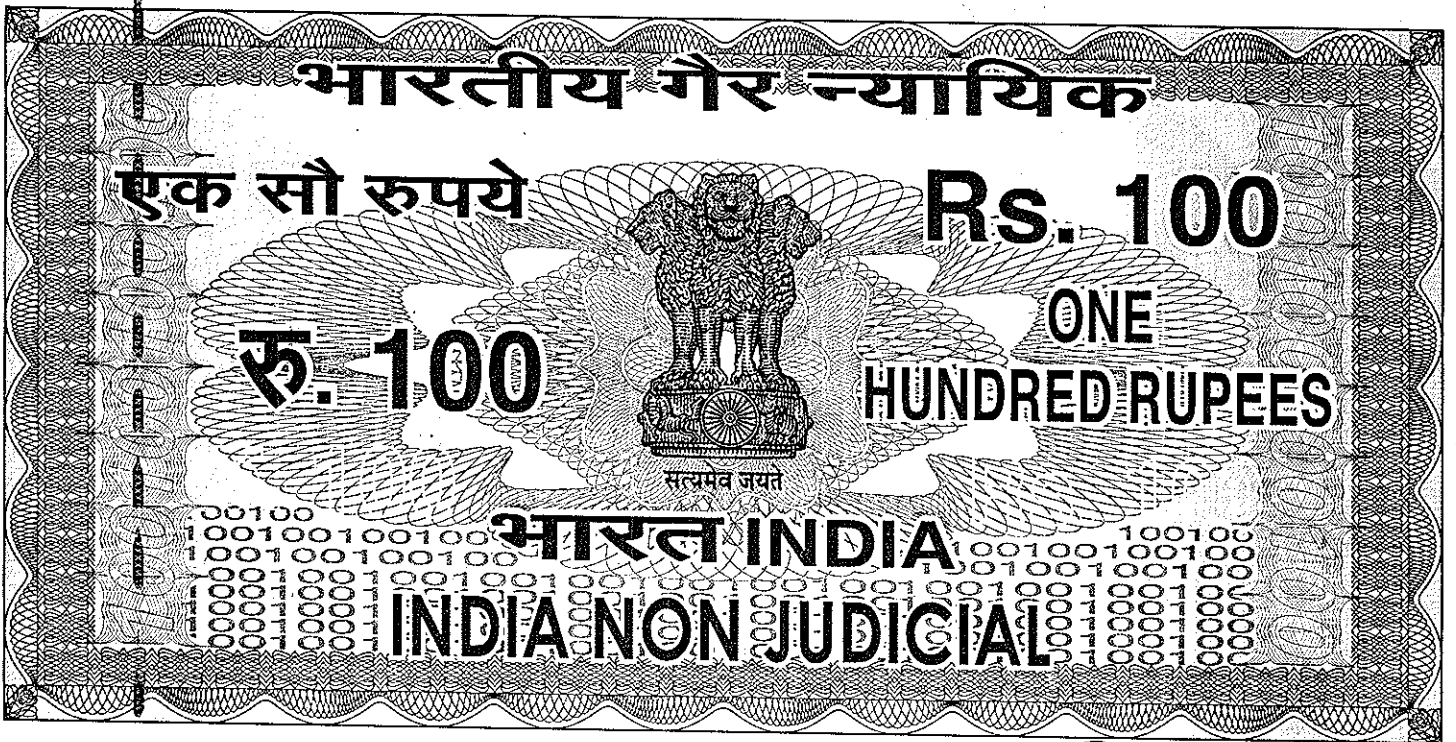
*[Signature]*  
 Director

For SDNMKJ REALTY PVT. LTD.

Y RJK  
*[Signature]*  
 Director

For JMK GEC REALTORS PVT. LTD.

*[Signature]*  
 Director



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 1443 Date 29/03/2010 Rs. 100  
 Sold to Neelcatesh  
 S/a. D/o. W/o G. A. Rao  
 For Whom Nilgiri Estates

P 445822  
 K. SATISH KUMAR  
 SVL.No.13/2000 R.No.16/2009  
 5-2-30, Premavathipet (V),  
 Rajendranagar (M), R.R. Dist.

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**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. This partnership shall be with effect from 1<sup>st</sup> April 2010.
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.  
  
 Director

For Modi & Modi Financial Services Pvt. Ltd.  
 (M.M.V.)  
  
 DIRECTOR

For SDNMSKJ REALTY PVT. LTD.  
 X  
 RJK  
  
 Director

For JMK GEC REALTORS PVT. LTD.  
  
 Director



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

P 445823

S.No. 111111 Date 29/03/2010 Rs. 100  
 Sold to Nandakrishna  
 S/o. R/o. V/o. G. A. Rao  
 For Whom M/s. G. A. Rao Estates

*K. Satish Kumar*  
**K. SATISH KUMAR**  
 SVL.No.13/2000 R.No.16/2009  
 5-2-30, Premayathipet (V),  
 Rajendranagar (W), R.R. Dist.

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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.

For MODI HOUSING PVT. LTD.

*Soham Modi*  
 Director

For Modi & Modi Financial Services Pvt. Ltd.

*A. S. Sridhar*  
 Director

For SDNMKJ REALTY PVT. LTD.

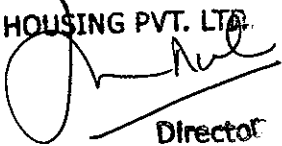
RJK *Rajesh Kumar*  
 Director

For JMK GEC REALTORS PVT. LTD.

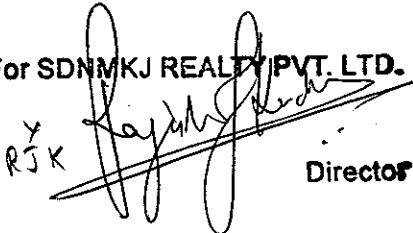
*Shri. Soham Modi*  
 Director

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 (SDN MJK Realty Pvt Ltd)- 12.5% (Twelve and Half percent)
  5. Fifth Partner (JMK GEC Realtors Pvt Ltd) - 12.5% (Twelve and half percent)
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:
  - 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.

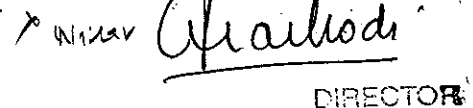
For MODI HOUSING PVT. LTD.

  
Director

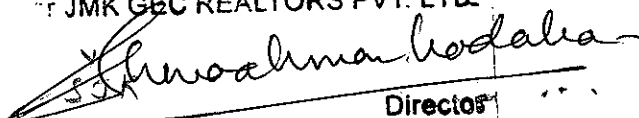
For SDNMKJ REALTY PVT. LTD.

  
RJK  
Director

For Modi & Modi Financial Services Pvt. Ltd.

  
Nirav  
DIRECTOR


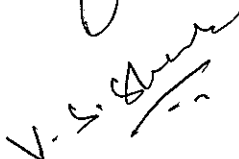
For JMK GEC REALTORS PVT. LTD.

  
Shri. Soham Modi  
Director

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.K. ...
2.  V.S. ...

For MODI HOUSING PVT. LTD.

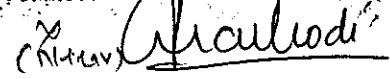
  
Director

FIRST PARTNER



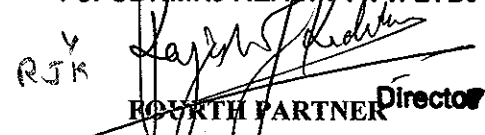
SECOND PARTNER

For Modi & Modi Financial Services Pvt. Ltd.

  
(Director)

THIRD PARTNER DIRECTOR

For SDNMKJ REALTY PVT. LTD.

  
RJK

FOURTH PARTNER Director

For JMK GEC REALTORS PVT. LTD.

  
FIFTH PARTNER Director