

తెలంగాణ తెలంగాణ TELANGANA

567116

Date: 29/03/2015, 01:01 PM

Serial No: 3476

Denomination: 100

Purchased By:  
L. RAMACHARYULU

S/O LATE L. RAGHAVENDRA RAO  
S/O - IVL

For Whom  
NILGIRI STATES

Sub Registrar  
Ex. Office Stamp Vendor  
SRO: Chikkadpally

**PARTNERSHIP DEED**

This **PARTNERSHIP DEED** is made and executed at Secunderabad on this the 31<sup>st</sup> 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")
2. **Shri. Gaurang Mody** S/o. Shri. Jayantilal Mody aged 46 years, Occupation: Business, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardnes, Begumpet, Hyderabad - 500 016 (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").

For MODI HOUSING PVT. LTD.

For Modi And Modi Financial Services Pvt. Ltd.

For JMKGEC Realtors Pvt. Ltd.

For SDNMKJ Realty Pvt. Ltd.

Director

Director

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

తెలంగాణ తెలంగాణ TELANGANA

567117

Date: 24/03/2016, 01:05 PM

Serial No: 3477

Denomination: 100

Purchased By:

L. RAMACHARYULU

S/O LATE L. RAGHAVENDRA RAO

R/O HYD

For Whom

NILGIRI ESTATES

Sub Registrar

-2- Ex. Officio Stamp Vendor  
SRO, Chikkadpally

4. M/s. SDNMKJ Realty Pvt Ltd a company incorporated under the Companies Act 1956, and having its registered office at 5-2-223, Gokul 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 ( hereinafter called "FOURTH PARTHER").
5. M/s. JMKGEC Realtors Pvt Ltd a company incorporated under the Companies Act 1956, and having its registered office at 5-2-223, Gokul 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 ( hereinafter called "FIFTH PARTHER").

AND

6. 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 called "SIXTH PARTNER").

For MODI HOUSING PVT. LTD.

Director

For Modi And Modi Financial Services Pvt. Ltd.

Director

For JMKGEC Realtors Pvt. Ltd.

For SDNMKJ Realty Pvt. Ltd.

Director

Director

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

తెలంగాణ తెలంగాణ TELANGANA

567118

Date: 24/03/2015, 01:06 PM

Serial No: 3473

Denomination: 100

Purchased By:  
L.RAMACHARYULU

S/O LATE L.RAGHAVA MOHA RAO  
R/O HYD

For Whom  
NILGIRI ESTATES

Sub Registrar  
Ex. Office Stamp Vendor  
SRO, Chikkadpally

-3-

**WHEREAS:**

A. M/s. Modi Housing Pvt Ltd (represented by its Director Shri. Soham Modi), Shri. Gaurang Mody, M/s. Modi & Modi Financial Services Pvt Ltd (represented by its Director Shri. Nirav P. Modi), SDNMKJ Realty Pvt Ltd (represented by its Director Shri. Rajesh J. Kadakia) and JMKGEC Realtors Pvt Ltd (represented by its Director Shri. Sharad J. Kadakia) were carrying on partnership business under the name and style of "M/s. Nilgiri Estates" and their relations inter-se were and terms and conditions of partnership business were governed and evidenced by in the Partnership Deed dated 02.09.2008 and 01.04.2010.

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.

For MODI HOUSING PVT. LTD.

For Modi And Modi Financial Services Pvt. Ltd.

Director

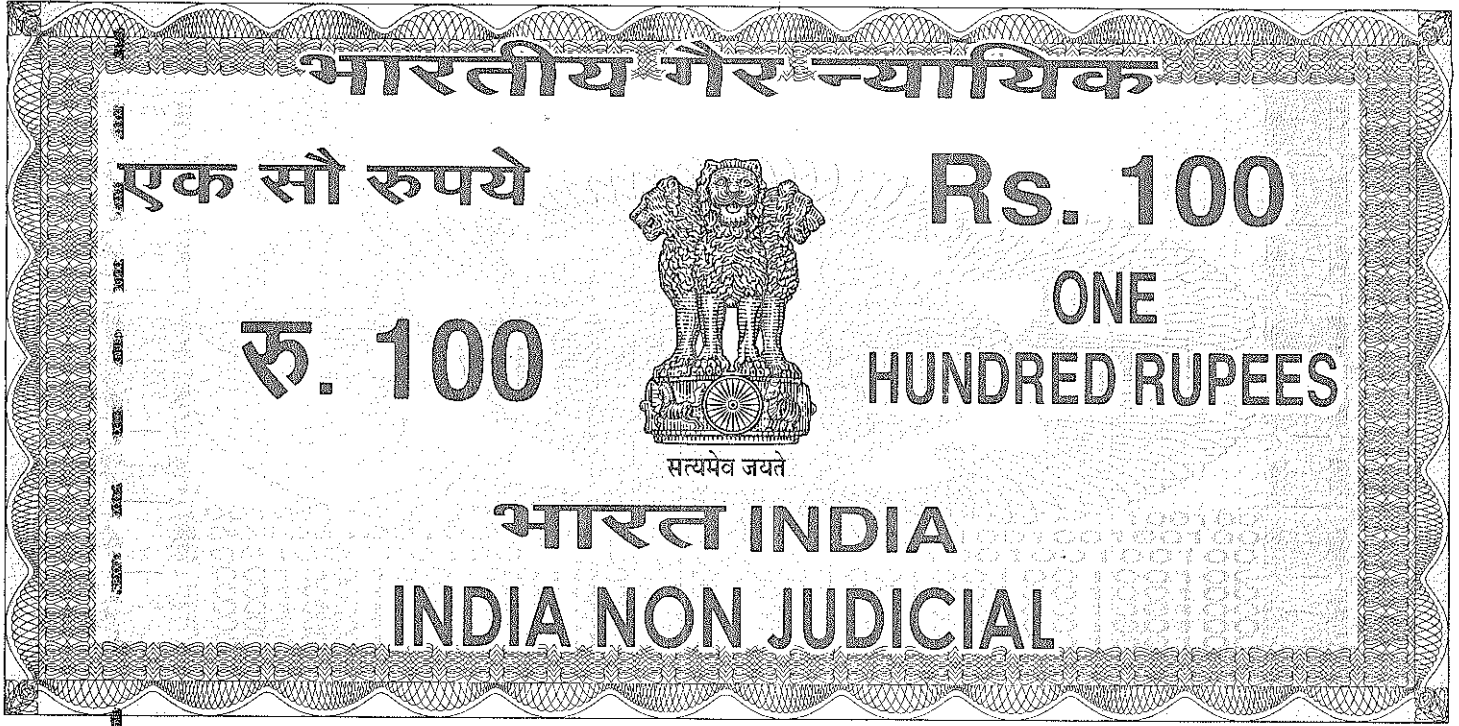
Director

For JMKGEC Realtors Pvt. Ltd.

For SDNMKJ Realty Pvt. Ltd.

Director

Director



తెలంగాణ తేలంగానా TELANGANA

567119

Date: 24/05/2015, 01:06 PM

Serial No. 3479

Denomination: 100

Purchased By:

L.RAMACHARYULU

S/O LATE L.RAGHAVENDRA RAO

R/O HYD

For Whom

NILGIRI ESTATES

Sub Registrar  
EX. OFFICE STAMP VENUE

4 SRO. Chikkadpally

- C. The First, Second, Third, Fourth and Fifth 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 Sixth partner in the partnership business that of "M/s. Nilgiri Estates."
- 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:**

1. The business of the firm shall be carried in the name and style as "Nilgiri Estates".
2. The Partnership has been effective from 1<sup>st</sup> April 2015.
3. 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.

For MODI HOUSING PVT. LTD.

Director

For Modi And Modi Financial Services Pvt. Ltd.

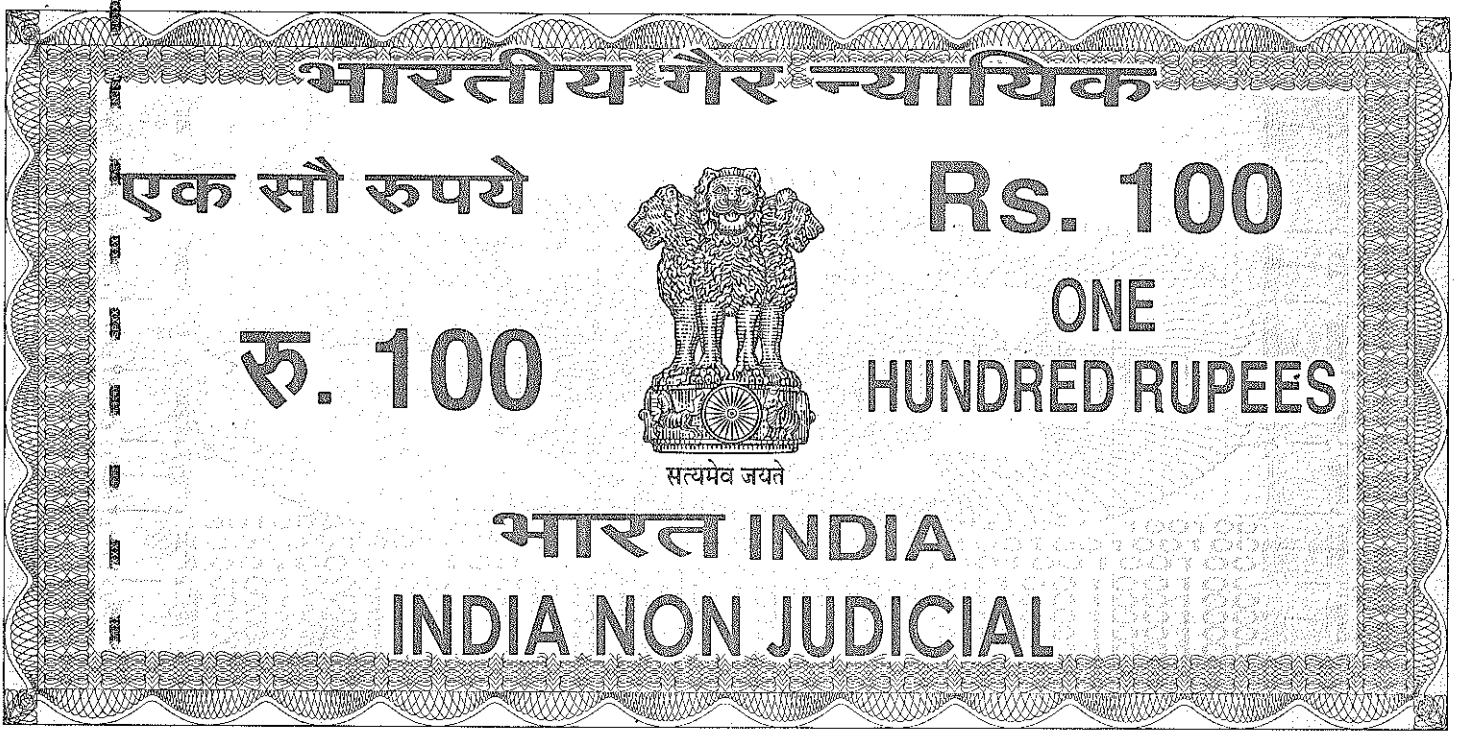
Director

For JMKGEC Realtors Pvt. Ltd.

For SDNMKJ Realty Pvt. Ltd.

Director

Director



తెలంగాణ తెలంగాణా TELANGANA

567120

Date: 24/03/2015, 01:07 PM

Serial No: 3,430

Denomination: 100

Purchased By:  
L RAMACHARYULU

S/O LATE L RAGHAVENDRA RAO  
R/O HYD

For Whom  
NILGIRI ESTATES

-5-

Sub Registrar  
Ex. Officio Stamp Vendor  
SRO: Chikkedpally

4. 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.
5. 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.
6. That the partnership shall be entitled to hypothecate, mortgage, create charge on or otherwise encumber the assets of the firm or any part thereof 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.
7. 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.

For MODI HOUSING PVT LTD.

Director

For Modi And Modi Financial Services Pvt. Ltd.

Director

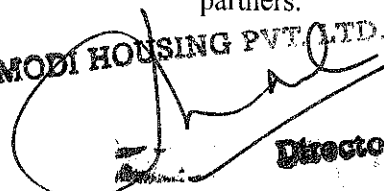
For JMKGEC Realtors Pvt. Ltd.

Director

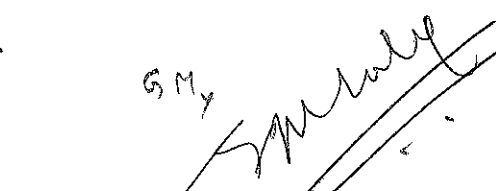
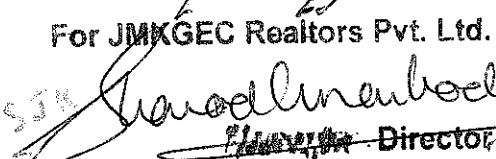
For SDNMKJ Realty Pvt. Ltd.


Director

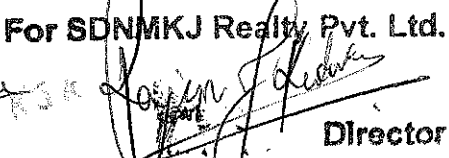
8. The Partners hereto have agreed that the Agreements of Sale, Sale Deeds and other conveyance deeds, Construction contracts/agreements, General and Specific Power of Attorneys etc., that are required to be executed and registered in the course of business shall be executed by the First Partner (represented 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).
9. The Profit & Loss of the firm shall be shared and borne between the partners as under:
- |  |                                      |
|--|--------------------------------------|
| a) First Partner (Modi Housing Pvt Ltd)          | 36.5% (Thirty six and half per cent) |
| b) Second Partner (Gurang Mody)                  | 01% (One per cent)                   |
| c) Third Partner (Modi & Modi Financial Pvt Ltd) | 17.5% (Seventeen and half per cent)  |
| d) Fourth Partner (SDNMKJ Realty Pvt Ltd)        | 12.5% (Twelve and half per cent)     |
| e) Fifth Partner (JMKGEC Realtors Pvt Ltd)       | 12.5% (Twelve and half per cent)     |
| f) Sixth Partner (Nirav Modi)                    | 20% (Twenty 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 either by the First Partner (represented by its Director Shri. Soham Modi) or by the Sixth Partner (Shri. Nirav P. Modi) 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.
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.
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.

For MODI HOUSING PVT. LTD.  
  
Director

N.M. 

G.M.   
For JMKGEC Realtors Pvt. Ltd.  
  
Director


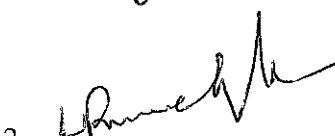
For Modi And Modi Financial Services Pvt. Ltd.  
N.M.   
Director


For SDNMKJ Realty Pvt. Ltd.  
  
Director


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.


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:

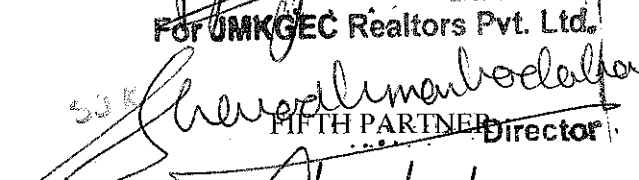
1.  G. K. Anand
2.  Anand


  
For MODI HOUSING PVT. LTD.  
Director  
FIRST PARTNER

 G.M.  
SECOND PARTNER  
For Modi And Modi Financial Services Pvt. Ltd.

 N.M.  
THIRD PARTNER Director  
For SDNMK.J. Realty Pvt. Ltd.

 R.S.K.  
FOURTH PARTNER Director  
For UMKGEC Realtors Pvt. Ltd.

 S.S.S.  
FIFTH PARTNER Director  
Cherpalmanbodala

 N.M.  
SIXTH PARTNER