



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 17996 Date 2/9/08 Rs. 100/-

Sold Rs. M. Pra. Neen Bapu

For Whom Nilgitha Estates

Su

LEELA G CHIMALGI
STAMP VENDOR
Licence No. 0/2006
5-4-76/A, Cellar Ranigunj,
SECUNDERABAD-500 003.

PARTNERSHIP DEED

This Deed of Partnership is made and executed on this the 2nd day of September 2008 by and between:

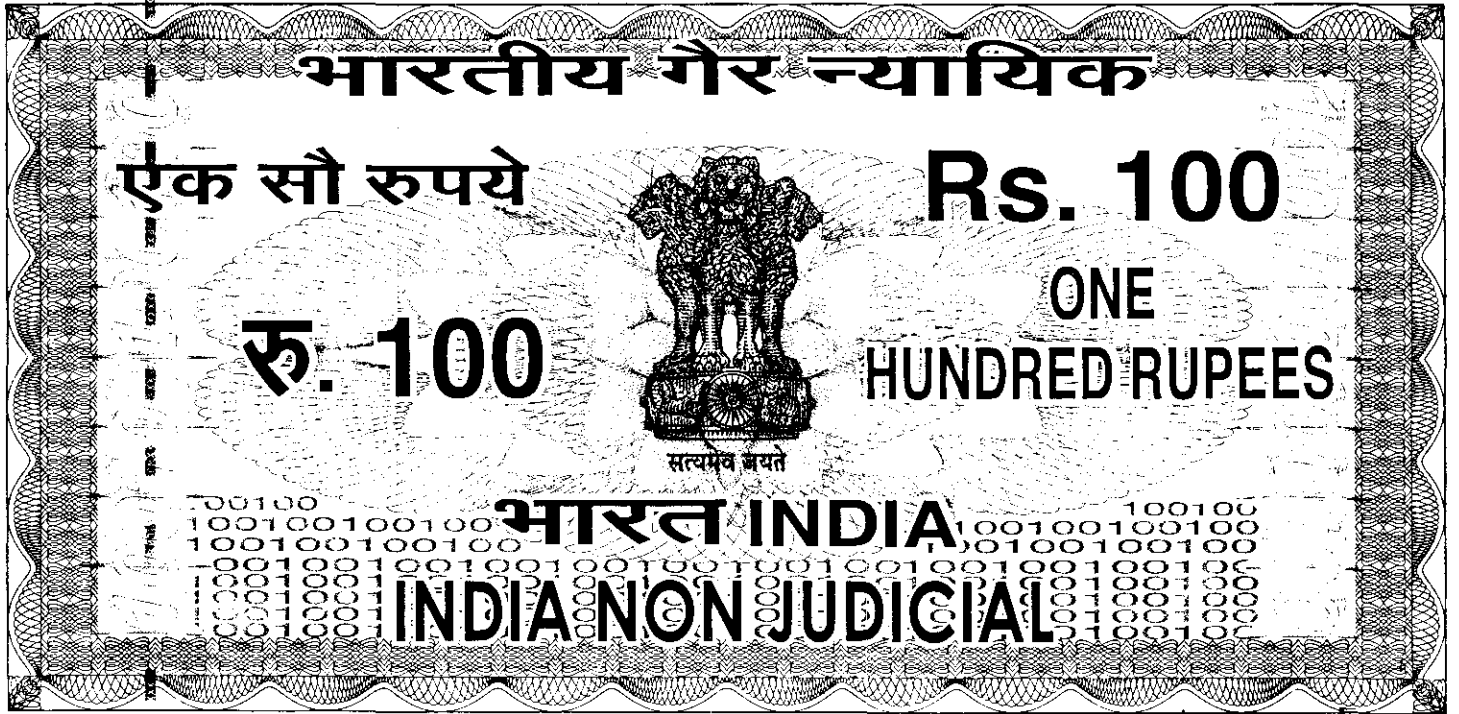
1. **M/s. Modi Housing Pvt. Ltd.**, a company incorporated under the Companies Act 1956, and having its Registered office at 5-4-187/3 & 4, Soham Mansion, II Floor, M.G. Road, Secunderabad represented by its Director Shri. Soham Modi S/o. Shri. Satish Modi aged about 38 years who is authorized to enter into an partnership business under a Board Resolution passed in a meeting held on 02.09.2008 (hereinafter called the "**FIRST PARTNER**").
2. **Shri. Gaurang Mody S/o. Shri. Jayantilal Mody** aged 41 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 34 years who is authorized to enter into an partnership business under a Board Resolution passed in a meeting held on 02.09.2008 (hereinafter called the "**THIRD PARTNER**").

For MODI HOUSING PVT. LTD.

[Signature]
Director

For Modi & Modi Financial Services Pvt. Ltd.

[Signature]
DIRECTOR



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 8002 Date 21/9/68 Rs. 100-
 Sold To M. Phaneendra Babu
 M. Narasimha Rao
 or Whom Nilgiri Estates

Sec

S 285753
LEELA G CHIMALGI
 STAMP VENDOR
 License No. 07/2006
 5-4-76/A, Gollar Rangunj,
 SECUNDERABAD-500 003.

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. 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 and Shri. Nirav P. Modi respectively to represent the 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. Nilgiri Estates or any other name partners may mutually decide.

For Modi Housing Pvt. Ltd.

[Signature]

Director

[Signature]

For Modi & Modi Financial Services Pvt. Ltd.

[Signature]

DIRECTOR



ఆంధ్రప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SI. No. 8003 Date 29/8/08 Rs. 100
Sold Rs. M. Praveen Babu
S/o. M. Narasing Rao
For Whom Nilgini Estates

LEELA G CHIMALGI
S 285754
STAMP VENDOR
Licence No.02/2006
5-4-76/A, Cellar Ranigunj,
SECUNDERABAD-500 003.

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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 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 by mortgaging the firm's property by depositing the title deeds. The documents to be executed for such borrowals shall be signed all the partners.

For MODI HOUSING PVT. LTD.

Director

Modi & Modi Financial Services Pvt. Ltd.

DIRECTOR



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

L. G. Chimalgi
 \$ 285755
LEELA G CHIMALGI
 STAMP VENDOR
 Licence No. 02/2006
 5-4-76/A, Collier Ranigunj,
 SECUNDERABAD-500 003.

SI. No. *8006* Date *29/6/8* Rs. *100.*
 Sold Rs. *M. Ph. Neen Patel*
 S/o. *M. Narasing Rao*
 or Whom *M. Narasing Rao Estates*

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7. The First Partner represented by Mr. Soham Modi duly authorized by the company shall be the Managing Partner overall in charge for smooth running of the firm, and authorized to apply and obtain necessary sanctions from all concerned authorities like Municipality/Municipal Corporation of Hyderabad, A. P. Transco (Electricity Department), Water and Drainage Department (HMWS &SB), Income Tax Departments etc., in connection with the business of the firm.
8. The Agreements of Sale, Sale Deeds and other conveyance deeds that are required to be executed and registered in the course of business shall be executed by the Managing Partner. 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.
9. The Profit & Loss of the firm shall be shared and borne between the partners as under:

a) First Partner	49 %
b) Second Partner	01 %
c) Third Partner	50 %
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.

For MOOD HOUSING PVT. LTD.

[Signature]

Director

For Mood & Mood Financial Services Pvt. Ltd.

[Signature]

[Signature]

DIRECTOR



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
Sl. No. 8005 Date 2/9/08 Rs. 100
Sold Rs. M. Pra Veen Babu
To M. Narayana Rao
For Whom Nirajita Estates

L. G. Chimalgi
S 285756
LEELA G CHIMALGI
STAMP VENDOR
Licence No. 02/2006
5-4-76/A, Caltar Ranigunj,
SECUNDERABAD-500 003.

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11. The firm shall open a bank account with any Bank which 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 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.
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.

For MODI HOUSING PVT. LTD.


Director

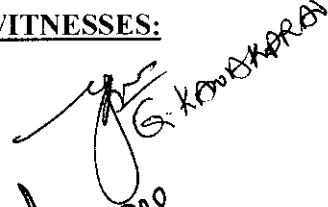
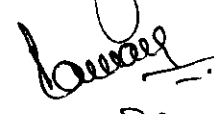
For Modi & Modi Financial Services Pvt. Ltd.


DIRECTOR

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:

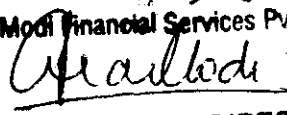
1. 
G. K. KULKARNI
2. 
M.V. RAGHANA MURTHY

For MODI HOUSING PVT. LTD.


Director
FIRST PARTNER


SECOND PARTNER.

For Modi & Modi Financial Services Pvt. Ltd.


THIRD PARTNER DIRECTOR