

ಆಂಧ್ರವಿದೆ है आन्ध्र प्रदेश ANDHRA PRADESH

SI. No: 3127, Date: 09/10/2013, Rs100/-

Sold to: L.RAMACHARYULU S/o. L.RAGHAVENDRA RAO

For Whom: MEHTA & MODI HOMES, HYDERABAD

INDEMNITY DEED

Ledy BF 337066

P. LAXMI KANTH REDDY Licenced Stamp Vendor S.V.L.No:16-09-082 of 2012 H.No.403, Sai Sunder Tower, LIC Colony, West Marredpally, SECUNDERABAD-500 003. Ph # 9246371455

This Indemnity Deed is made and executed at Hyderabad on this the 1st day of November 2013 by:

- M/s. Mehta & Modi Homes, a registered partnership firm having its registered office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad 500 003 represented by its Managing Partner Mr. Soham Modi.
- 2. M/s. Modi Properties & Investments (P) Limited, having its registered office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad 500 003, represented by its Managing Director Mr. Soham Modi.
- 3. Mrs. Ajeeta Mody, W/o. Shri. Gaurang Mody aged 41 years, Occupation: Business, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad 500 016

(Hereinafter referred to as the Indemnifying Party).

INFAVOUR OF

1. Shri Sudhir U. Mehta, S/o. Late Uttamlal Mehta, aged about 57 years, Occupation: Business, resident of Plot No. 21, Ground Floor, Bapu Bagh Colony, P. G. Road, Secunderabad – 500 003.

Porting ITA SEMODI HOMES
Partner

Managing Directors

- 2. Sri Deepak U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 58 years, Occupation: Business, resident of 83, Jeera, Secunderabad 500 003.
- 3. Shri Meet B. Mehta, S/o. Late Shri Bharat U. Mehta, aged about 36 years, Occupation: Business, resident of Uttam Towers, 4th Floor, D. V. Colony, Minister Road, Secunderabad 500 003.

(Hereinafter referred to as the Indemnified Party).

The term Indemnifying Party & Indemnified Party shall mean and include unless repugnant to the context or meaning thereof to mean and include its successors, administrators and permitted assigns;

WHEREAS:

- A. The Indemnifying Party no. 1 is a registered partnership firm namely M/s. Mehta & Modi Homes having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad 500 003 and governed by Partnership/Supplementary Deeds dated 20.08.2002, 21.06.2003, 01.12.2004, 15.05.2013, Retirement Deed dated 15.05.2013 and Retirement Cum Partnership Deed dated 28.10.2013.
- B. The Indemnified Parties are the retiring partners of the said firm and Indemnifying Party no. 2 & 3 are the continuing partners of the said firm.
- C. The said firm is in the business of real estate development and proposes to continue the same business. In the course of business the firm has (and may do so in the future) acquired lands, entered into joint development agreements, undertaken development, sold land or constructed area, etc.
- D. During the course of the business the firm is liable to discharge its statutory liabilities to several different authorities. Further, the firm has/may raise both secured and unsecured loans. During the course of business liabilities may arise for several reasons including differing interpretations regarding the applicability of statutory taxes/liabilities, differences with lenders, claims by purchasers, claims on land by third parties, differences between partners, etc. In a normal course of business such liabilities may be contested or paid off as the situation may demand. Further, it is very likely that due to a liquidity crunch or losses in business the firm may not be able to discharge its liabilities.
- E. The Indemnified Party has requested the Indemnifying Party to indemnify them against past, present and future liabilities of the firm and the Indemnifying Party have agreed to do so.

NOW THIS INDEMNITY DEED WITNESSETH AS UNDER:

- 1. That the Indemnifying Party shall keep indemnified the Indemnified Party from any liabilities or claims from any third party, financial institutions, statutory authorities, government bodies, courts, etc., that may be in existence or may arise on a future date or may be with respect to any past dealings/transactions by the Indemnifying Party. Specifically, the Indemnified Party shall be indemnified by the Indemnifying Party against statutory liabilities like PF, ESI, Income Tax, VAT, Service Tax, etc., that may be due or become due including penalties, interest, etc.,
- 2. The Indemnifying Party shall keep the Indemnified Party indemnified against all statutory and other liabilities that may arise from the date of forming the firm and upto such time the firm continues to be in business.

FOR MEDITA & MODI NOMES FOR MOST Properties & Investments Pvi. Lie

- 3. The Indemnifying Party shall keep the Indemnified Party indemnified against any costs or consequences including penal action by any authority that may arise as a result of the activities of the Indemnifying Party including any development activity taken up by the Indemnifying Party.
- 4. It is hereby clarified that this Indemnity Deed shall be governed by and construed in accordance with the Indian law. It is also clarified that courts at Hyderabad have exclusive jurisdiction to settle any dispute arising out of or in connection with this Indemnity Deed and the Indemnifying Party submits to the exclusive jurisdiction of such courts.

IN WITNESS WHEREOF, the Indemnifying Party has set its hand and seal to this Indemnity Deed on the day, month, and year first hereinabove written.

WITNESSES:

1. KANSKARA

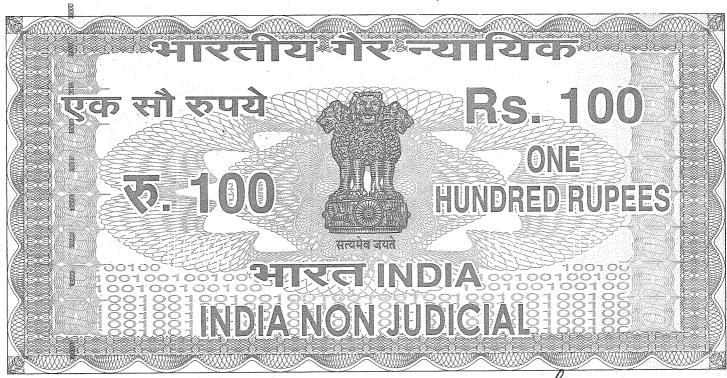
2. Whome by L (LRAMACHARYULU) Mehta & Modi Homes

(Soham Modi) (Managing Partner)

2. M/s. Modi-Properties & Investments (P) Ltd.

(Soham Modi) (Managing Director).

3. Mrs. Ajeeta Mody (Indemnifying Party)



ಆಂಧ್ರವಿದೆ है आन्ध्र प्रदेश ANDHRA PRADESH

SI. No: 31 27, Date: 09/10/2013, Rs100/-

Sold to: L.RAMACHARYULU S/o. L.RAGHAVENDRA RAO

For Whom: MEHTA & MODI HOMES, HYDERABAD

INDEMNITY DEED

Lesly BF 337066

P. LAXMI KANTH REDDY
Licenced Stamp Vendor
S.V.L.No:16-09-082 of 2012
H.No.403, Sai Sunder Tower,
LIC Colony, West Marredpally,
SECUNDERABAD-500 003.
Ph # 9246371455

This Indemnity Deed is made and executed at Hyderabad on this the 1st day of November 2013 by:

- M/s. Mehta & Modi Homes, a registered partnership firm having its registered office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad 500 003 represented by its Managing Partner Mr. Soham Modi.
- 2. M/s. Modi Properties & Investments (P) Limited, having its registered office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad 500 003, represented by its Managing Director Mr. Soham Modi.
- 3. Mrs. Ajeeta Mody, W/o. Shri. Gaurang Mody aged 41 years, Occupation: Business, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad 500 016

(Hereinafter referred to as the Indemnifying Party).

INFAVOUR OF

Shri Sudhir U. Mehta, S/o. Late Uttamlal Mehta, aged about 57 years, Occupation: Business, resident of Plot No. 21, Ground Floor, Bapu Bagh Colony, P. G. Road, Secunderabad – 500 003.

Partner

100

for Modi ropelyes & investments i'vi, Lie,

- 2. Sri Deepak U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 58 years, Occupation: Business, resident of 83, Jeera, Secunderabad 500 003.
- Shri Meet B. Mehta, S/o. Late Shri Bharat U. Mehta, aged about 36 years, Occupation: Business, resident of Uttam Towers, 4th Floor, D. V. Colony, Minister Road, Secunderabad – 500 003.

(Hereinafter referred to as the Indemnified Party).

The term Indemnifying Party & Indemnified Party shall mean and include unless repugnant to the context or meaning thereof to mean and include its successors, administrators and permitted assigns;

WHEREAS:

- A. The Indemnifying Party no. 1 is a registered partnership firm namely M/s. Mehta & Modi Homes having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad 500 003 and governed by Partnership/Supplementary Deeds dated 20.08.2002, 21.06.2003, 01.12.2004, 15.05.2013, Retirement Deed dated 15.05.2013 and Retirement Cum Partnership Deed dated 28.10.2013.
- B. The Indemnified Parties are the retiring partners of the said firm and Indemnifying Party no. 2 & 3 are the continuing partners of the said firm.
- C. The said firm is in the business of real estate development and proposes to continue the same business. In the course of business the firm has (and may do so in the future) acquired lands, entered into joint development agreements, undertaken development, sold land or constructed area, etc.
- D. During the course of the business the firm is liable to discharge its statutory liabilities to several different authorities. Further, the firm has/may raise both secured and unsecured loans. During the course of business liabilities may arise for several reasons including differing interpretations regarding the applicability of statutory taxes/liabilities, differences with lenders, claims by purchasers, claims on land by third parties, differences between partners, etc. In a normal course of business such liabilities may be contested or paid off as the situation may demand. Further, it is very likely that due to a liquidity crunch or losses in business the firm may not be able to discharge its liabilities.
- E. The Indemnified Party has requested the Indemnifying Party to indemnify them against past, present and future liabilities of the firm and the Indemnifying Party have agreed to do so.

NOW THIS INDEMNITY DEED WITNESSETH AS UNDER:

- 1. That the Indemnifying Party shall keep indemnified the Indemnified Party from any liabilities or claims from any third party, financial institutions, statutory authorities, government bodies, courts, etc., that may be in existence or may arise on a future date or may be with respect to any past dealings/transactions by the Indemnifying Party. Specifically, the Indemnified Party shall be indemnified by the Indemnifying Party against statutory liabilities like PF, ESI, Income Tax, VAT, Service Tax, etc., that may be due or become due including penalties, interest, etc.,
- 2. The Indemnifying Party shall keep the Indemnified Party indemnified against all statutory and other liabilities that may arise from the date of forming the firm and upto such time the firm continues to be in business.

Por MBHTA & MODI NOMES or Most Proporties & Investments Pve

- 3. The Indemnifying Party shall keep the Indemnified Party indemnified against any costs or consequences including penal action by any authority that may arise as a result of the activities of the Indemnifying Party including any development activity taken up by the Indemnifying Party.
- 4. It is hereby clarified that this Indemnity Deed shall be governed by and construed in accordance with the Indian law. It is also clarified that courts at Hyderabad have exclusive jurisdiction to settle any dispute arising out of or in connection with this Indemnity Deed and the Indemnifying Party submits to the exclusive jurisdiction of such courts.

IN WITNESS WHEREOF, the Indemnifying Party has set its hand and seal to this Indemnity Deed on the day, month, and year first hereinabove written.

WITNESSES:

1. Kombek ARA

2. Whome by L (LRAMACHARYULU) Mehta & Modi Homes

(Soham Modi) (Managing Partner)

2. M/s. Modi-Properties & Investments (P) Ltd.

(Soham Modi) (Managing Director).

3. Mrs. Ajeeta Mody (Indemnifying Party)