

Furthased Sy : G. VENKATESH S/C G.A. BAD SECBAD

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Sub Registrar Ex.Officio Stara Mendor G.S.G., C&IG Odrane Hyd

PARTNERSHIP DEED

This Deed of Partnership is made and executed on the 19th day of June 2008 by and between:

- Modi Properties & Investments 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 20.06.2008 (hereinafter called the "FIRST PARTNER")
- Shri. Gaurang Mody S/o. Jayantilal Mody aged 40 years. Occupation: Business, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Secunderabad – 500 016 (hereinafter called "SECOND PARTNER").

AND

- 3. Smt. K. Sridevi W/o. Shri. K.V.S. Reddy aged 32 years, resident of Flat No. 305, Srinilaya Estates, Ameerpet, Hyderabad (hereinafter called "THIRD PARTNER")
- 4. Shri. G. Vijay Kumar S/o. Shri. G. Adi Narayana aged 51 years, Occupation: Business, resident of 225/3RT, Vijaynagar Colony, Hyderabad (hereinafter called "FOURTH PARTNER")

For Modiffroperties & Investments Pvt. Lit.

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Director Director

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ALPINE HEIGHTS

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Shri. S. Naganna S/o. Late. Shri. Ramathirtham aged 48 years, Occupation: Business, resident of LIG B-222, A. S. Rao Nagar, ECIL, Hyderabad - 500 062 (hereinafter called "FIFTH PARTNER")

WHEREAS:

- 1. The First Partner and Second Partner have constituted a partnership firm styled as "M/s. Alpine Heights" on certain terms and conditions as agreed upon and recited in partnership deed dated 21st April 2008.
- The First Partner and Second Partner herein for the purposes of business to be run more efficiently and smoothly and to meet funds requirement for the partnership business have expressed their intention to admit three more partners namely a) Smt. K. Sridevi (the third partner herein) b) Shri. G. Vijay Kumar (the forth partner herein) c) Shri. S. Naganna (the fifth partner herein) and Smt. K. Sridevi, Shri. G. Vijay Kumar and Shri. Shri. S. Naganna have agreed to join as third, fourth and fifth partners in the partnership business that of "M/s. Alpine Heights".
- 3. The FIRST PARTNER is a Private Limited Company and the company have passed necessary resolutions authorizing Shri. Soham Modi to represent Modi Properties & For Modi Propertie: & Investments Pyt. Ltd to execute this partnership deed.

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For Whom :

ALFINE HEIGHTS

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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.

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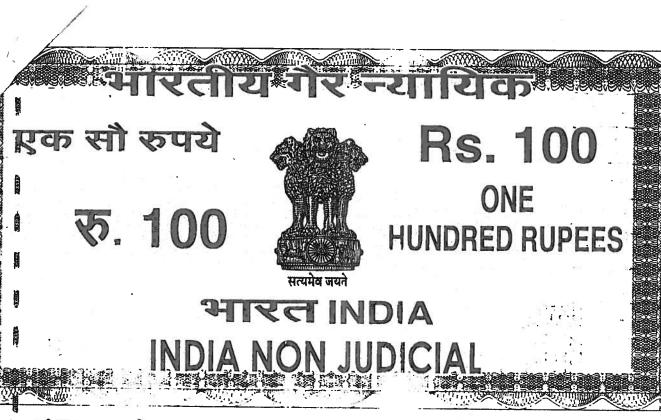
NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

- 1. The business of the Partnership Firm shall be carried in the name and style as "M/s. Alpine Heights" or any other name partners may mutually decide.
- Partnership shall be with effect from 21st April 2008.
- 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.
- 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 Properties & Investments

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G. VENKATĒSH S/O G.A. RAO SECBAD

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ALFINE HEIGHTS

SECBAD

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- 6. The partnership may borrow money from outside for the partnership business including borrowals from the banks and financial institutions and such borrowals shall be made with the consent of all the partners in writing.
- 7. The FIRST PARTNER represented by its Managing 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 jointly by two Partners. One of such joint partner shall be either First Partner represented by Shri. Soham Modi OR Second Partner (Gaurang Mody) AND second such joint partner shall be either Fourth Partner (G. Vijay Kumar) OR Fifth Partner (Shri. S. Naganna). 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.

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- The Profit & Loss of the firm shall be shared and borne between the partners as under:
 - a) First Partner

05% (Five Percent)

b) Second Partner

05% (Five Percent)

c) Third Partner

05% (Five Percent)

d) Fourth Partner

42.5% (Forty Two and Half Percent)

e) Fifth Partner

42.5% (Forty Two and Half Percent)

., S. Nagarra

- 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 shall open bank accounts with any Bank which shall be operated jointly by two partners. One of such joint partner shall be the First Partner represented by Mr. Soham Modi AND second such joint partner shall be either fourth partner (G. Vijay Kumar) or fifth partner (Shri. S. Naganna) 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 viz., 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.

For Modi Properties & Investments 2014 to 1

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- 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.
- 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. The partners/parties herein agree and state that all other partnership arrangements made/entered into by the partners in the name of M/s. Alpine Heights prior to the execution of this deed shall stand cancelled and shall be null and void.

For Modi Properties & Investments P.A.

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21. 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:

G.KANAKARBO

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tr. Modi Properties & Investments P.

Mai.aging Director

THIRD PARTNER

FIFTH PARTNER

FORM – V

[Vide rule of 4 of A.P.Partnership (Registration of Firms) Rules. 1951]

NOTICE OF CHANGE IN THE CONSTITUTION OF FIRM OR OF THE DISSOLUTION OF THE FIRM

Presented or forwarded to the Registration of Firms for filling by Firm No. 725 of 2008 Under sect on 63(1) of the Indian Partnership Act, 1932, notice is hereby give that

(1). The Constitution of the Firm M/s. ALPINE HEIGHTS as been altered as follows:

Name and full address of incoming partner and date of his joining the firm	Name and full address of the outgoing partner and date of his ceasing to the partner
1. MRS. SRIDEVI W/O. MR. K. V. S. REDDY R/O. FLAT NO. 305 SRINILAYA ESTATES AMEERPET, HYDERABAD.	Nil
2. MR. G. VIJAY KUMAR S/O. MR. G. ADI NARAYANA R/O. 225/3RT VIJAYNAGAR COLONY HYDERABAD. W.E.F. 1.04.08	Nil
3. MR. S. NAGANNA S/O. LATE RAMATHIRTHAM R/O. LIG, B - 222 A. S. RAO NAGAR, ECIL HYDERABAD - 500 062. WIEF 1- 04 -08	Nil

For Modi Properties & Investments Pvt

anaging Director

Station: Sec-bad

Date:

4.

Signature of the incoming, continuing of Blig partner or of his specially authorised agen 9/3/2, V.R. Nagar.

(2). The firm M/s. ALPINE HEIGHTS has been dissolved with effect from the N.Lallaguda, Sec'hadi JUN 2011

For Modi Properties & Investments Pvt.

Asing Director

Station: Sec-bad

Date:

5.

Signature of the person who was a partner immediately before the dissolution or of his specially authorised Pent



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K. SATISH KUMAR SVLNo.13/2000 R No.15 7009 5-2-30, Premay 1 (1), (1), (1) Rugsndraneg 27 (1), (1), (1)

This **RETIREMENT DEED** is made and executed at secunderabad on this 1st day of February 2011 by and between:

- Modi Properties & Investments Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its Registered office at 5-4-187/3 & 4, Soham Mansion, 2nd Floor, M.G. Road, Secunderabad represented by its Director Shri. Soham Modi aged about 40 years.
- Shri Gaurang Mody S/o. Jayantilal Mody aged 42 years, Occupation: Business, Resident of Flat No.105, Sapphire Apartments, Chikoti Gardens, Begumpet, Secunderabad 500 016.
- 3 Smt. K. Sridevi W/o. Shri K.V.S. Reddy aged 34 years. Resident of Flat No.305, Srinilaya Esttes, Ameerpet. Hyderabad.

(Hereinaster collectively referred to as "Retiring Partners")

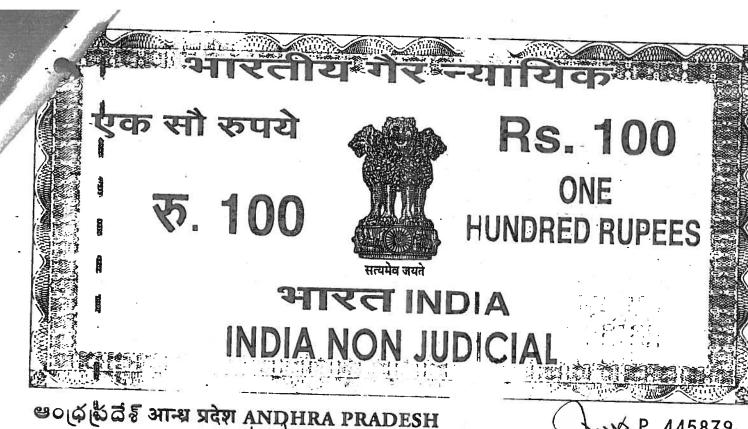
For Modi Propeglies & Investments Pvt. Ltd.

Mar and Director

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SVLNo.13/2000 R.No.16/2009 5-3 50/ Premavathipet (V), Rejendamagar (M), Itali, Dist.

AND

- Shri G. Vijay Kumar S/o. Shri G. Adi Narayana aged about 53 years, Occupation: Business, resident of 225/3RT, Vijaynagar Colony, Hyderabad.
- Shri S. Naganna S/o. Late Shri Ramathirtham aged about 50 years, Occupation: Business, resident of LIG B-222, A.S. Rao Nagar, ECIL, Hyderaba 1 - 500 062.

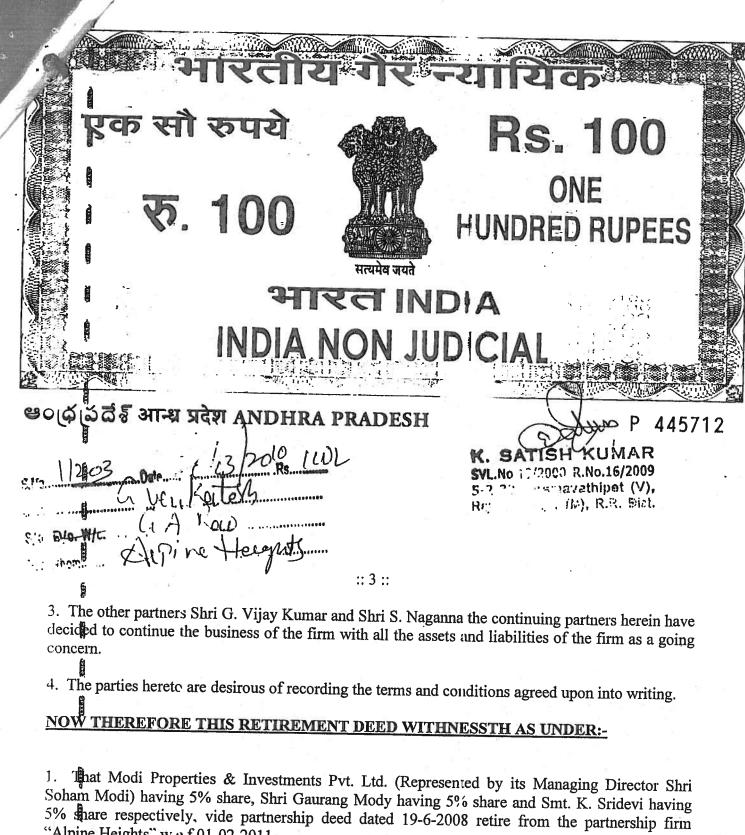
(Hereinafter collectively referred to as "Continuing Partners")

WHEREAS:

- 1. The parties above named were doing business in partnership firm under the name and style of "Alpihe Heights" since 19th June 2008 and their relations inter-se were governed by partnership Deed dated 19th day of June 2008.
- 2. Modi Properties & Investments Pvt. Ltd. A company incorporated under the Companies Act. 1956, represented by its Managing Director Shri Soham Modi. Shri Gaurang Mody and Smt. K. Srideyi the retiring partners herein have expressed their desire to retire from the said partnership Firm w.e.f.01-02-2011 on certain terms and conditions agreed up on.

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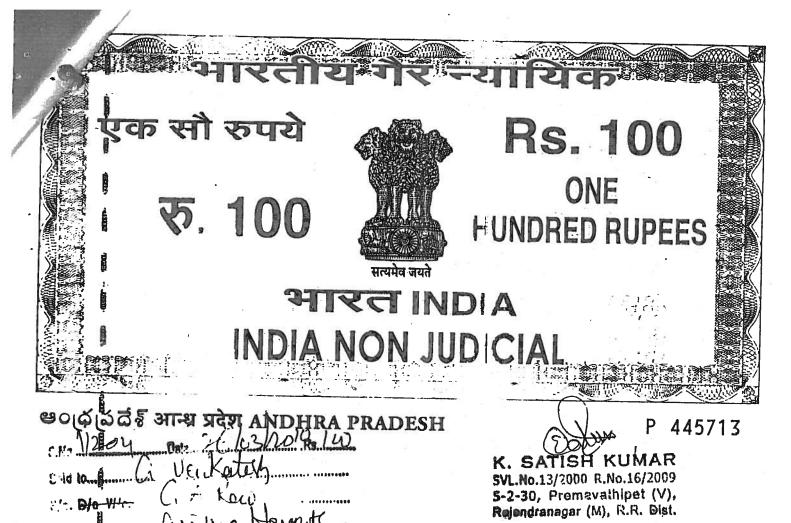
"Alpine Heights" w.e.f.01-02-2011.

2. That the continuing partners have agreed to continue the business of the firm as a going concern with all the assets and liabilities of the above firm.

r Modi Properties & Investments Pvt. Ltd. 1)

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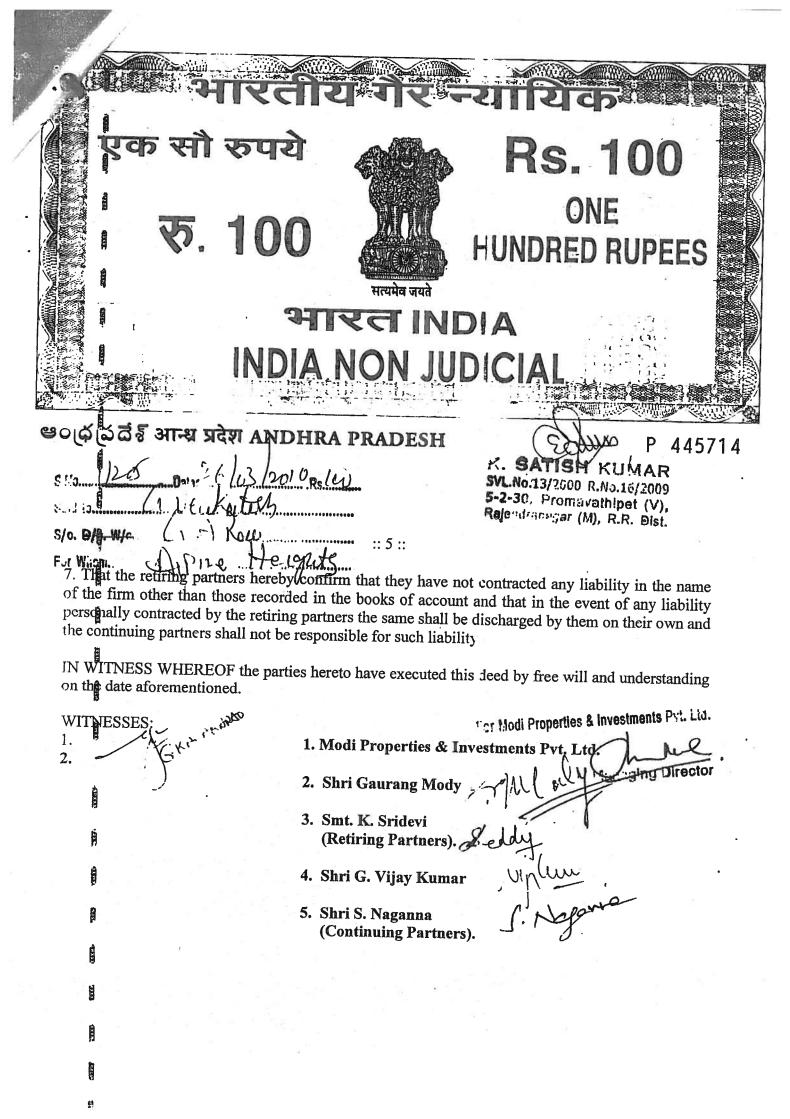
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- 3. The accounts of the firm are drawn up till the date of retirement and confirmed by all the parties hereto and the capital accounts of the retiring partners have been fully settled and the retiring partners hereby confirm that there are no dues from the firm.
- 4. That the retiring partners hereby declare that they have no right, claim or interest of what so ever nature directly or indirectly through any other persons over the tangible and intangible assets of the firm.
- 5. That the retiring partners shall not object to the continuing partners carrying on the same business under the name and style of M/s. Alpine Heights either themselves or in partnership with others.

6. That the continuing partners/the reconstituted firm hereby covenants that they will meet all the . liabilities of the firm Alpine Heights and shall keep indemnify the retiring partners from all such liabilities, proceedings and costs thereto.

Modi Properties & Investments Pvt. Ltd.

Contd.5..



TOGRAPHS A **FINGER PRINT** NO. IN BLACK (LEFT THUMB) SIGNATURE OF WITNESSES:

RINTS AS PER SECTION 32A OF N ACT, 1908.

> **NAME & PERMANENT POSTAL ADDRESS OF** PRESENTANT / SELLER / BUYER

RETIRING PARTNERS:

M/S. MODI PROPERTIES & INVESTMENTS PVT. LTD., HAVING ITS OFFICE AT 5-4-187/3 & 4 M. G. ROAD, SECUNDERABAD - 500 003 REP. BY ITS MANAGING DIRECTOR SHRI. SOHAM MODI S/O. SHRI. SATISH MODI

- 2. SHRI. GAURANG MODY S/O. SHRI. JAYANTILAL MODY R/O. FLAT NO. 105 SAPPHIRE APARTMENTS **CHEEKOTI GARDENS BEGUMPET** HYDERABAD.
- 3. SMT. K. SRIDEVI W/O. SHRI. K. V.S. REDDY R/O. FLAT NO. 502 VASAVI HOMES, UMA NAGAR 1ST FLOOR, BEGUMPET HYDERABAD.

CONTINUING PARTNERS:

- 1. MR. G. VIJAY KUMAR S/O. MR. G. ADI NARAYANA R/O. 225/3RT VIJAYNAGAR COLONY HYDERABAD.
- 2. MR. S. NAGANNA S/O. LATE RAMATHIRTHAM R/O. LIG, B - 222 S. RAO NAGAR, ECIL HYDERABAD - 500 062.

1.

2.

SIGNATURE OF EXECUTANTS



ANDHRA PRADESH K. SATISH KU2997 Sold to

LIC.No.15-19-013/2000 REN.No.15-15-115/2009 H.No.5-2-39, Premacalhipel (V), Rajendran agar Laskdai, Ranga Madov (Market. Ph.No.9893355155

- 1. Shri. Soham Modi, Son of Shri. Satish Modi aged about 41 years, Occupation: Business, resident of Plot No. 280, Jubilee Hills, Hyderabad.
- Smt. K. Sridevi, W/o. Shri. K.V.S. Reddy, aged about 33 years, R/o. Flat No. 502, Vasavi Homes, Uma Nagar, 1st lane, Begumpet, Hyderabad.
- 3. Shri. Gaurang Mody, Son of Shri. Jayantilal Mody, aged about 43 years, Occupation: Business, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begempet, Hyderaabad, do hereby solemnly affirm and state oath as follows:

The Above said partners retired as a partner from a partnership firm names as M/s. Alpine Heights w.e.f. 19th June 2008, under a Retirement Deed dated 1st February 2011, on retirement no assets of the firm have been given to the retiring partners. Further, as the firm had not commenced any business activity till the date of retirement and no profit / loss has accrued to the retiring partners.



= 4 AUG 2011

B.Sc.,B.L ADVOCATE & NOTARY # 1-7-181, Bakaram, MUSHEERABAD, HYDERARAD A .

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DEPONENT

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जायकर विभाग INCOME TAX DEPARTMENT



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GAURANG J MODY JAYANTILAL MOJILAL MODY 24/11/1967

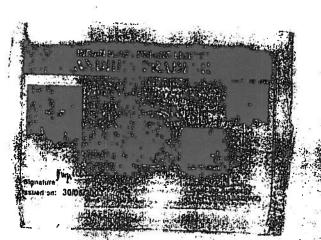
Permanent Account Number

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Signature



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01/07/2008

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स्थाई तेखा संख्या ·/PERMANENT ACCOUNT NUMBER



AIYPK2089F

नाम NAME SRIDEVI KALICHETI

पिता का नाम /FATHER'S NAME VENKATA RAMI REDDY NARALA

जन्म सिथि /DATE OF BIRTH

हरताक्षर /SIGNATURE

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मुख्य आयसर कायुक्त, आस्य प्र

Steply

Chief Commissioner of Income-tax, Andhra Pradesh



ADINARAYANA GAJULA

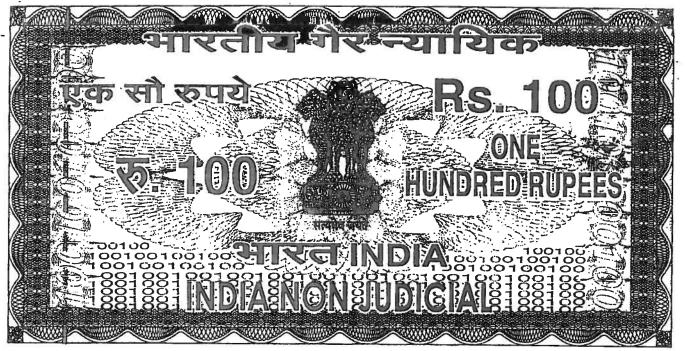
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For Whom :

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Denomination: 100

Sub Registrar

PARTNERSHIP DEED

This Deed of Partnership is made and executed on the 19th day of June 2008 by and between:

1. Modi Properties & Investments 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 20.06.2008 (hereinafter salled the "FIRST PARTNER")

Shri. Gaurang Mody S/o. Jayantilal Mody aged 40 years, Occupation: Business, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Secunderabad - 500 016 (hereinafter called "SECOND PARTNER")

Smt. K. Sridevi W/o. Shri. K.V.S. Reddy aged 32 years, resident of Srinilaya Estates, Ameerpet, Hyderabad (hereinafter called "THIRD PARTNER")

Shri. Tejas D. Mehta S/o. Shri. Deepak U. Mehta aged 30 years, Occupation: Business. resident of Plot No. 21, Bapubagh Colony, P. G. Road, Secunderabad - 500 003 (hereinafter called "FOURTH PARTNER")

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For Modi Properties & Investments Pvt. Ltd.

Managing Director



न्ध्र प्रदेश ANDHRA PRADESH

K 287710

Purchased By

Serial No : 25,307

Denomination:

G. VEHEATESH S/O G.M. RAG SECTEMBE

ALPINER SEC THAD

For Whom:

Ex.Officio Stamo Vendor S.O., CEIG Office, Hyd

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WHEREAS:

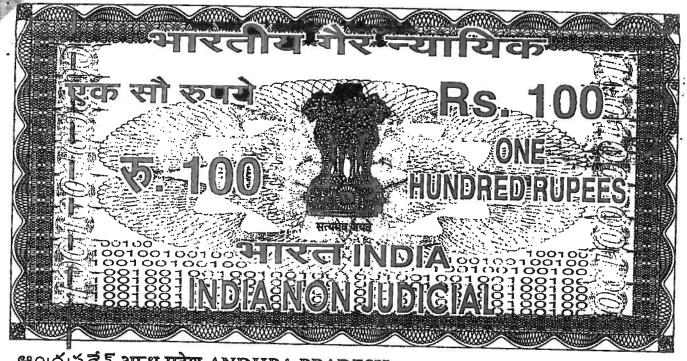
- 1. The First Partner and Second Partner have constituted a partnership firm styled as "M/s. Alpine Heights" on certain terms and conditions as agreed upon and recited in partnership deed dated 21st April 2008.
- 2. The First Partner and Second Partner herein for the purposes of business to be run more efficiently and smoothly and to meet funds requirement for the partnership business have expressed their intention to admit two more partners namely a) Smt. K. Sridevi (the third partner herein) b) Shri. Tejas D. Mehta (the fourth partner herein) and Smt. K. Sridevi and Shri. Tejas D. Mehta have agreed to join as third and fourth partners in the partnership business that of "M/s. Alpine Heights".
- 3. The FIRST PARTNER is a Private Limited Company and the company have passed necessary resolutions authorizing Shri. Soham Modi to represent Modi Properties & Investments Pvt. Ltd 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. di Propertiès & Investments Pyt. Liu.

Managing Director

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K 287711

For When :
ALPINE HEIGHTS

Sub Registrar
Ex.Officic Stamp Vendor
E.S.C., CSIC Office, Ryc

Denumination: 10:

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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. Alpine Heights" or any other name partners may mutually decide.
- 2. Partnership shall be with effect from 21st April 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, 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.
- 6. The partnership may borrow money from outside for the partnership business including borrowals from the banks and financial institutions and such borrowals shall be made r Modi Properties & Investments Pvt. Ltd.

Jan Marie

Managing Director

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Serial Ro :

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Denomination :

- 7. The FIRST PARTNER represented by its Managing 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 jointly by two Partners. One of such joint partner shall be either First Partner represented by Shri. Soham Modi OR Second Partner (Gaurang Mody) AND second such joint partner shall be either Third Partner (Smt. K. Sridevi) OR Fourth Partner (Tejas D. Mehta). 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.
 - The Profit & Loss of the firm shall be shared and borne between the partners as under:

a) First Partner

b) Second Partner

c) Third Partner

d) Fourth Partner

30% (Thirty Percent)

10% (Ten Percent)

30% (Thirty Percent)

30% (Thirty Percent)

For Modi Properties & Investments Rvt. Ltd.

Managing Director

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- 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 shall open bank accounts with any Bank which shall be operated jointly by two partners. One of such joint partner shall be the First Partner represented by Mr. Soham Modi AND second such joint partner shall be either third partner (Mrs. K. Sridevi) or fourth partner (Shri. Tejas D. Mehta) 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 viz., 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.

For Modi Properties Investments Pyt. Ltd.

Managing Director

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- 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
- 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:

For Modi Properties & Investments Pvt. Ltd. presence of the following witnesses:

4 desas omerta. FOURTH PARTNER

FORM - V

[Vide rule of 4 of A.P.Partnership (Registration of Firms) Rules. 1951]

NOTICE OF CHANGE IN THE CONSTITUTION OF FIRM OR OF THE DISSOLUTION OF THE FIRM

Presented or forwarded to the Registration of Firms for filling by Firm No. 725 of 2008 Under sect on 63(1) of the Indian Partnership Act, 1932, notice is hereby give that

Name and full address of incoming partner and date of his joining the firm	Name and full address of the outgoing partner and date of his ceasing to the partner
und date of mo joining the min	parties and date of my counting to the parties
- NIL -	1. M/S. MODI PROPERTIES & INVESTMENTS PVT. LTD., HAVING ITS OFFICE AT 5-4-187/3 & 4, SOHAM MANSION 2 ND FLOOR, M. G. ROAD SECUNDERABAD – 500 003 REP. BY ITS MANAGING DIRECTOR SHRI. SOHAM MODI S/O. SHRI. SATISH MODI
- NIL -	2. SHRI. GAURANG MODY S/O. SHRI. JAYANTILAL MODY R/O. FLAT NO. 105 SAPPHIRE APARTMENTS CHEEKOTI GARDENS BEGUMPET HYDERABAD UPET 1-02-11
- NIL -	3. MRS. SRIDEVI W/O. MR. K. V. S. REDDY R/O. FLAT NO. 305 SRINILAYA ESTATES AMEERPET, HYDERABAD.
r Modi Properties, & Investments Pvt. Ltd. 1. Managing Director 2.	Allott 3. (Some)
4. Station: Sec-bad Date: Signature of	ATTESTED NOTARY M. SRINIVAS RAO of the incoming, continuing or only of the incoming, continuing or only of the incoming. Nagar,
partner or of (2). The firm M/s. ALPINE HEIGHTS has been dissolved with effect from theModi Properties & Investments Pvt. Ltd.	of his specially authorised a 2779/372, VA. Nad.

Station: Sec-bad

Date:

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Signature of the person who was a partner immediately before the dissolution or of his specially authorised abent



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MP VENDOR N: 12 6 6

5-4-76/A, Callai Ranigunj Secunderabad-500 002

PARTNERSHIP DEED

This Deed of Partnership is made and executed on the 21st day of April 2008 by and between:

- 1. Modi Properties & Investments 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- 500 003 represented by its Managing 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 21.04.2008 (hereinafter called "FIRST PARTNER")
- 2. Shri. Gaurang Mody S/o. Shri. Jayantilal Mody aged 40 years, Occupation: Business, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad -500 016 (hereinafter called the "SECOND PARTNER")

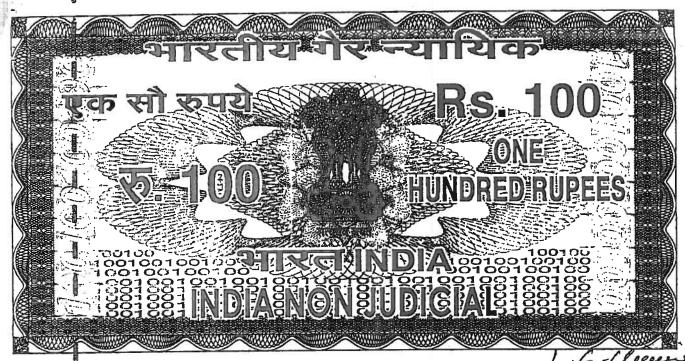
WHEREAS:

- 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. Alpine Heights".

For Modi Properges & Investments Pvt. Ltd.

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Managing Director



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3. The FIRST PARTNER is a Private Limited Company and the company have passed necessary resolutions authorizing Shri. Soham Modi to represent Modi Properties & Investments Pvt. Ltd 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:

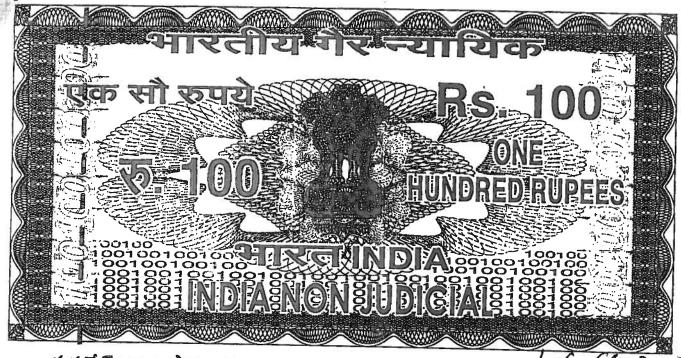
NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

- 1. The name of the Partnership Firm shall be M/s. Alpine Heights or any other name partners may mutually decide.
- 2. Partnership shall be with effect from 21st APRIL 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.

For Modi Properties & Investments Pvt.

Managing Director

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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.

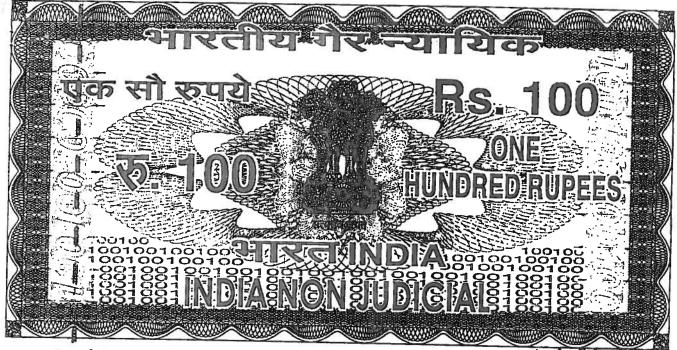
- The partnership may borrow money from outside for the partnership business including borrowals from the banks and financial institutions and such borrowals shall be made with the consent of all the partners in writing.
- 7. The FIRST PARTNER represented by its Managing Director Shri. Soham Modi shall 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 Municipality /HUDA/GHMC, A.P. Transco (Electricity Dept), Water & Drainage Dept (HMWS&SB), Income Tax Departments, Commercial Taxes Dept etc, in connection with the business of the Firm.
- 8. Documents such as Agreements of Sale, Sale Deeds, Conveyance deeds, General & Specific Power of Attorney, Construction Agreements, Development Agreements etc., that are required to be executed and registered in the course of business shall be executed by any one partner either by the Managing Partner represented by Shri. Soham Modi or Mr. Gaurang Mody (the Second 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 represented by Shri. Soham Modi.

For Modi Properties & Investments Pvt, LE

Managing Director

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9. The Profit & Loss of the firm shall be shared and borne between the partners as under:

a) First Partner

b) Second Partner

90% (Ninety Percent) 10% (Ten 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 firm shall open bank accounts with any bank which shall be operated by any one partner either by the Managing Partner represented by Shri. Soham Modi or Mr. Gaurang Mody (the second partner) 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.

For Modi Properties & Investments Pvt. L

Managing Director

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- 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.

For Modi Properties & Investments Pvt. Ltd.

Managing Director

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- 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:

For Modi Properties & Investments Pvt. Ltd.

-Managing Director

FIRST PARTNER

SECOND PARTNER

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ఆంధ్రప్రదేశ్ ప్రభుత్వము GOVERNMENT OF ANDHRA PRADESH

ఫర్స్లు రిజస్ట్రేషమ స్వీకృతి ACKNOWLEDGEMENT OF REGISTRATION OF FIRM

1932 భారత భాగస్వామ్య చట్టపు 58(1)వ విభాగముద్వారా నిర్ణయించబడిన వివరణ అందినట్లు ఆంధ్రప్రదేశ్ ఫర్ముల రిజిష్టారు ఇందుమూలముగా తెలుపుచున్నారు.

The Registrar of Firms, Andhra Pradesh hereby acknowledges the receipt of the statement prescribed by section 58(1) of the Indian Partnership Act. 1932.

ఆ వివరణ దాఖలు చేయబడినగ	ఆంధ్రప్రదేశ్లోను, హైదరాబాదు వందు వ
సంవత్సరపు	సంఖ్య గల ఫర్ముగా రిజిష్టరులో నమోదు చేయబడినది.
The statement has been fi	iled and the name of the firm

హైదరాబాదు (ఆం.స్ర.) Hyderabad (A.P.)

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్ రి 19 ఫర్ముల రిజిస్టారు REGISTRAR OF FIRMS

Registrar of Firms Hyderabad.



Dated the

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day of AMRIL 2008

