

PARTNERSHIP DEED

This Deed of Partnership is made and executed on the 20th day of August 2002 by and between:

1. **Sri SURESH U. MEHTA** S/o. Late Sri Uttamlal Mehta aged about 53 Years, Occupation: Business, R/o. 21, Bapubagh Colony, Secunderabad 500 003.

(Hereinafter called the "FIRST PARTNER")

2. **Sri DEEPAK U. MEHTA** S/o. Late Sri Uttamlal Mehta, aged about 48 Years, Occupation: Business, R/o. 83, Jeera, Secunderabad 500 003.

(Hereinafter called the "SECOND PARTNER")

3. **Sri BHAVESH MEHTA** S/o. Late Sri Vasant Mehta, aged about 32 Years, Occupation: Business, R/o. Uttam Towers, D. V. Colony, Secunderabad 500 003.

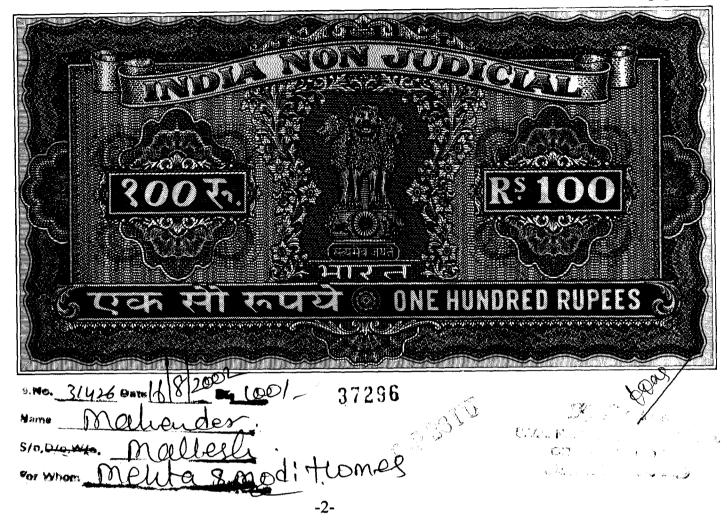
(Hereinafter called the "THIRD PARTNER")

4. MODI PROPERTIES AND INVESTMENTS PVT. LTD., a company incorporated under the Companies Act 1956, and having its registered office at 5-4-187/3 & 4, Soham Mansion, III Floor, M. G. Rd., Secunderabad represented by its Managing Director Sri. Soham Modi S/o. Sri Satish Modi aged about 32 years

(Hereinafter called the "FOURTH PARTNER")

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Managing Director



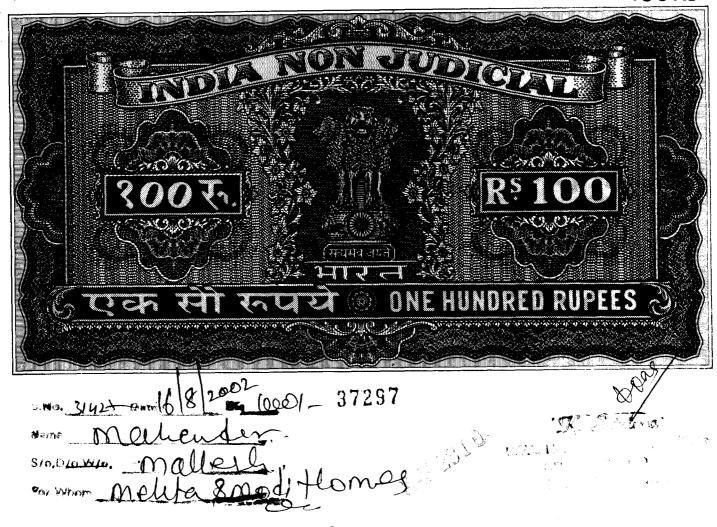
WHEREAS

- 1. Modi Properties & Investments Pvt. Limited has identified a Plot of Land situated at Cherlapally, R. R. District, Hyderabad for the purposes of its development.
- 2. Modi Properties & Investments Pvt. Limited for the purposes of business of development of above referred Plot of Land has invited First Partner, Second Partner and Third Partner to join in Partnership.
- 3. The parties hereto have agreed and joined together to do the business of real estate developers, managers, underwriters, retailers etc. under the name and style of M/s. MEHTA AND MODI HOMES.
- 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. MEHTA AND MODI HOMES or any other name the majority of partners may mutually decide.
- 2. Partnership shall be with effect from 20th August 2002.
- The principal place of business of the partnership shall be at premises of the Fourth Partner i.e. at 5-4-187/3 & 4, III 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.

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- 4. The nature of the business of the firm shall be to do the business of real estate developers, managers, underwriters and retailers and in particular to develop the Plot of Land situated at Cherlapally, R. R. District. and/or any such other business (s) that may be mutually agreed upon.
- 5. The capital required for the partnership business shall be contributed by the parties hereto in their Profit/Loss sharing ratio as given herein.
- 6. Credit balances appearing in the accounts of partners shall carry interest at the rate of 12% per annum (or at such other higher rate as may be allowed under the Income-tax Act). In the event there being a debit balance in the account of any partner his account will be charged interest at the rate of 12% per annum (or at such other rate as may be allowed on the credit balance under the Income-tax Act). The Interest shall be credited/debited to the partners account on the last date of the accounting period of the firm. However no interest shall be credited/debited for the first period of accounting ending on 31.03.2003.
- 7. 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 or the authorized partners.
- 8. The First Partner and Fourth Partner either themselves and/or through their authorised representatives shall be the Managing Partners of the said firm and they will be overall incharge for smooth running of the firm, and either the first partner or the fourth partner are authorized to sign applications, required as per rules and regulations regarding sanctions from all competent authorities like Municipal Corporation of Hyderahadnts Pvt. Lto

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Managing Director

Electricity Department, Water and Drainage Department, Income Tax Departments and other Department regarding the activities of the firm.

- 9. It is further very clearly agreed and understood that all Agreements of Sale, Sale Deed and other conveyance deeds that are required to be executed in the course of business shall be jointly executed and registered by either any one of Mr. Suresh U. Mehta or Mr. Deepak U. Mehta or Sri Bhavesh Mehta and/or their authorised representative on the one part and the Fourth Partner on the other part.
- 10. The Fourth Partner Modi Properties & Investments Pvt. Limited shall be entitled for Rs. 40,000/- (Rupees Forty Thousand Only) per month towards reimbursement of various infrastructure, personal and other utilities provided and used by the partnership firm till the project is over subject to a maximum period of 3 years. The first such payment shall commence from the month in which sanction from HUDA for the project is obtained.
- 11. The Profit & Loss of the firm shall be shared and borne amongst the partners as under:

a) First Partner

16.66%

b) Second Partner

16.67%

c) Third Partner

16.67%

d) Fourth Partner

50%

- 12. 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 that 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.
- 13. The said firm shall open a Bank account in any Nationalized Bank, Scheduled Bank or Co-Operative Bank which shall be operated either by Mr. Suresh U. Mehta or Mr. Deepak U. Mehta or Sri Bhavesh Mehta on the one part and fourth partner on the other part jointly 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.
- 14. It has been mutually agreed that none of the partners without the written consent of all the other partners shall:
 - a) Assign or charge his share in the assets of the firm or
 - b) Lend money belonging to the firm or
 - c) Except in the ordinary course of the business, dispose of by pledge, sale or otherwise, the assets of the firm or
 - d) Release or compound any debt or claim owing to the firm or
 - e) Execute any deed or stand surety for any person or act in any other manner whereby the property of the firm maybe liable.
- 15. 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 Properties & Investments Pvt. Ltd.

Managing Director

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- 16. 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 jointly by any one of the First Partner, Second Partner or Third Partner on the one part and the Fourth Partner on the other part.
- 17. The Partnership shall be at WILL.
- 18. 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.
- 19. 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 whom he is inducted as a partner.
- 20. 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 representative 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.
- 21. 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 business of the firm shall be carried out by the remaining partners.
- 22. 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.
- 23. 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:

<u>WITNESS</u>

FIRST PARTNER

SECOND PARTNER

THIRD PARTNER

FOURTH PARTNER

For Modi Properties & Investments Pvt. Lta

Managing Director

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30 JUL 2007

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