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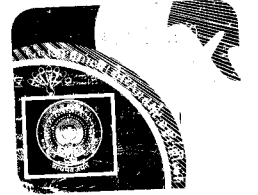
6316 3-12-04 100Rs.

MEHTA & Modi HOMES

LEEELA G. CHIMALGI
STAMP VENDOR

L. No: 1379-4-1/2003

5-4-76/A G. R. Ranigunj
SECUNDERABAD - 500 003,



MARKETING AGREEMENT

This Marketing Agreement is made and executed on this the 3rd day of December 2004 at Secunderabad by and between:

M/s. Mehta & Modi Homes, a registered partnership firm having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Partner Mr. Suresh U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 55 years, hereinafter referred to as the **M & M** (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

M/s. Modi Properties & Investments Pvt. Ltd., a company incorporated under Companies Act. 1956 having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Director Mr. Gaurang Mody, S/o. Sri Jayanthilal Mody, aged about 36 years, hereinafter referred to as the **MPIPL** (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

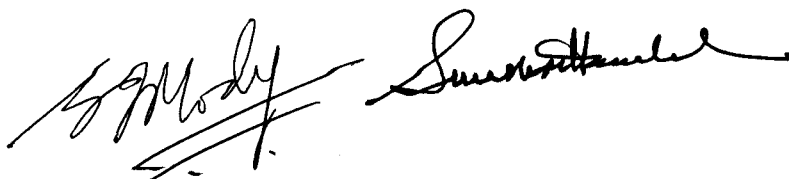
S. Mody *Suresh U. Mehta*

WHEREAS:

1. M&M is the owner and developer of residential independent bungalows styled as SILVER OAK BUNGALOWS situated at Sy. Nos. 35 to 39, Cherlapally Village, Ghatkesar Mandal, R.R. District.
2. MPIPL is engaged in the business of Real Estate Developers, Managers, Underwriters, Marketers, etc. and has gained over a period of time reasonable experience and exposure in the business.
3. M&M for the efficient and proper marketing of the project of Silver Oak Bungalows are desirous of appointing MPIPL as the sole Marketer and MPIPL has agreed for the same.
4. The parties hereto have reached into certain understandings and are desirous of recording the terms and conditions of the marketing arrangements into writing.

NOW THEREFORE THIS MARKETING AGREEMENT WITNESETH AS UNDER:

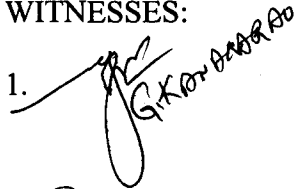
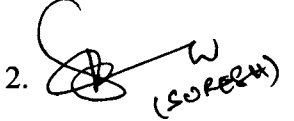
1. That MPIPL is appointed as a sole Marketer by M&M for selling and marketing the proposed bungalows that are to be constructed on the land bearing Sy. Nos. 35 to 39, situated at Cherlapally Village, Ghatkesar Mandal, R.R. District which is named as 'Silver Oak Bungalows'.
2. That M&M in pursuance of this agreement shall pay to MPIPL the consideration of Rs. 40,000/- per month with effect from October 2004 to September 2007, i.e. for a period of 3 years or till this agreement is terminated and cancelled.
3. That M&M shall not appoint any other person as marketer of Silver Oak Bungalows without the prior consent of MPIPL in writing during the subsistence of this agreement.
4. That either of the parties hereto are entitled to terminate this agreement by giving at least 3 months' prior notice in writing to the other party.
5. That MPIPL shall not be entitled to transfer or assign this agreement or any obligations, privileges, rights or interest under this agreement without the written prior consent of M&M.
6. That MPIPL for the efficient and smooth execution of its obligation as a marketer shall be entitled to do the following act and things as it deems fit and expedient:
 - a. To prepare necessary brochure, pamphlets, advertisement materials, circulars, booklets etc. at the cost of M&M.
 - b. To participate in exhibition, property shows and other housing promotional schemes at the cost of M&M.
 - c. To negotiate and deal with the prospective buyers and finalize the rates and other terms and conditions in consultation with M&M.
 - d. To sign and execute necessary booking forms and to issue receipts to the customers for the amounts received from them from time to time.
 - e. To do all such other things, deeds and acts that are necessary for the effective implementation of this agreement.



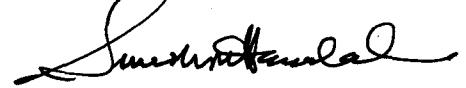
7. That MPIPL from time to time shall inform M&M with respect to the marketing efforts put in and other details as to sale of bungalows.
8. That MPIPL shall not be held responsible for any loss or damage that may be incurred by prospective buyers and customers on account of any defect in the title of M&M in respect of the Land. In the event MPIPL is put to any loss or damage on this account M&M shall fully indemnify MPIPL with such loss and damage.
9. That in the event of any dispute or difference that may arise in respect of any provisions of this agreement, the same shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English.

IN WITNESS WHEREOF THIS MARKETING AGREEMENT is made and executed on date mentioned above by the parties hereto in presence of witnesses mentioned below:

WITNESSES:

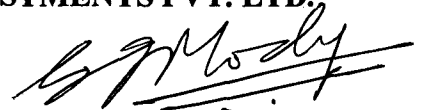
1.  GK for AAAA/RO
2.  (SURESH)

for **MEHTA & MODI HOMES,**



(SURESH U. MEHTA),
Partner.

for **MODI PROPERTIES & INVESTMENTS PVT. LTD.**



(GAURANG MODY),
Director.