

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

No. 7472 Date 08/02/2007 Rs. 100/-
 Name D. Phani
 S/o. D/d. W/o. D.P. Murthy
 For Whom M/s. Vista Homes

F 089030
K. Srinivas
 SWL No.26/98, R.No.11/2007
 City Civil Court
 SECUNDERABAD.

PARTNERSHIP DEED

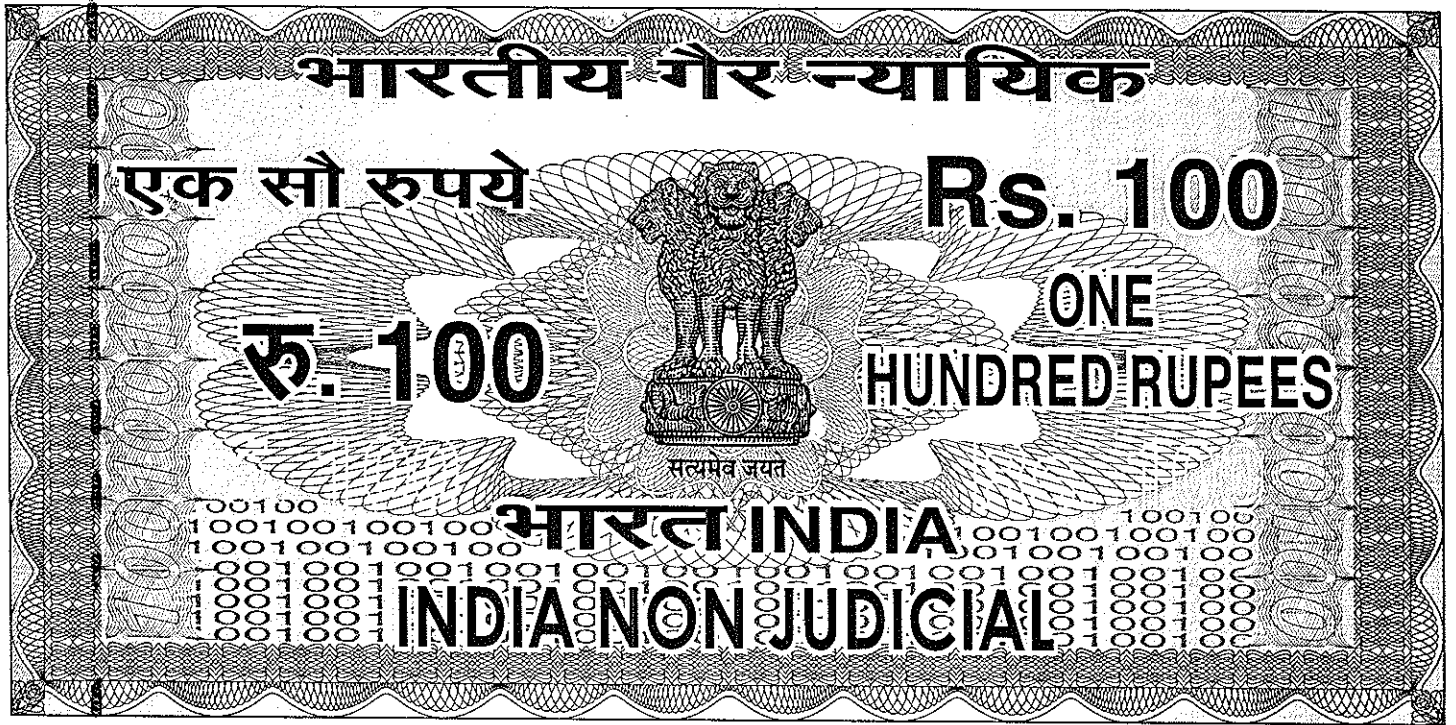
This Deed of Partnership is made and executed on the 12th day of February 2007 by and between:

1. **Shri. Mehul V. Mehta** S/o. Late. Vasanth . U. Mehta aged 32 years, Occupation: Business, resident of Plot No. 21, Bapubagh Colony, P. G. Road, Secunderabad – 500 003 (hereinafter called “FIRST PARTNER”)
2. **Mrs. Ajeeta Mody** W/o. Shri. Gaurang Mody aged 35 years, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad – 500 016 (hereinafter called “SECOND PARTNER”)

AND

3. **M/s. Summit Housing Private Limited**, a company incorporated under the Companies Act,1956, and having its registered office at 5-4-187/3 74, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Director Mrs. Ajeeta Mody W/o. Shri. Gaurang Mody aged 35 years who is authorized to enter into an partnership business under a Board Resolution passed in a meeting held on 12.02.2007 (hereinafter called “ THIRD PARTNER”)
4. **Shri. P. Chandra Sekhar Reddy** S/o. Late. Shri. P. Pratap Reddy aged 47 years, Occupation: Business, resident of Plot No. 14, Anupuram Colony, E.C.I.L Post, Hyderabad – 500 062 (hereinafter called “FOURTH PARTNER”)

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7473
S.No. Date 08/02/2007 Rs. 100/-
Name D. Phani
S/o. D/o. Who D. N. Murthy
For Whom M/S Vista Homes

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5. A. Malla Reddy S/o. Late. Shri. Ramachandra Reddy aged about 53 years Occupation: Business, resident of H.No. 23, Jai Jawan Colony, Tulsi Gardens, Yapral, Hyderabad, R.R.Dist (hereinafter called the "FIFTH PARTNER")
6. Shri. B. Anand Kumar, S/o. Shri. B.N.Ramulu, Aged 38 years, Occupation: Business, R/o. Plot No. 869, Defence Colony, Sainikpuri, Secunderabad - 500 094. (hereinafter called the "SIXTH PARTNER")
7. Shri. Ratan N.Mulani S/o. Late Shri. Nathumal R. Mulani Occupation: Business, aged 52 years, resident of H.No. 30-146, Prenderghast Road, Secunderabad - 500 003 (hereinafter called the "SEVENTH PARTNER")
8. Shri. Pradeep N. Mulani S/o. Late Shri. Nathumal R. Mulani Occupation: Business, aged 47 years, resident of H.No. 30-146, Prenderghast Road, Secunderabad - 500 003 (hereinafter called the "EIGHTH PARTNER")
9. Shri. Pankaj Sanghvi S/o. Shri. Chandrakanth Sanghvi Occupation: Business, aged 61 years, resident of 504/A, Chandan Co-op Housing Society, Dadabhai Cross Road No.3, Vile -Parle (West), Mumbai - 56 (hereinafter called the "NINTH PARTNER")
10. Shri. Jitendra N. Kamdar S/o. Shri. Navin Chandra Kamdar, aged 47 years, Occupation: Business, aged 47 years, resident of No.503, Megh-Ratan, Derasar Lane, Ghatkopar East, Mumbai -77 (hereinafter called the "TENTH PARTNER")

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S.No. 7474 Date 08/02/2007 Rs. 100/-
Name R. Phani
S/o, D/o, W/o. P. N. Murthy
For Whom M/s. Vista Homes

K. Srinivas
SWL No.26/98, R.No.11/2007
City Civil Court
SECUNDERABAD.

-3-

WHEREAS:

1. The First Partner and Second Partner herein have joined together to do the business under the name and style of M/s. VISTA HOMES in partnership and their relations inter-se and terms of conditions of partnership business are governed and evidenced in a Partnership Deed dated 27th day of January 2007.
2. The First Partner and Second Partner herein have joined together as stated above for the purposes of doing the business that of real estate developers, managers, advisors, underwriters, retailers, promoters of group housing scheme, etc., in partnership.
3. The First Partner and Second Partner herein have 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 eight more partners namely a) M/s. Summit Housing Private Limited represented by its Director Mrs. Ajeeta Mody (the Third Partner herein) b) Shri. P. Chandra Sekhar Reddy (the Fourth Partner herein) c) A. Malla Reddy (the Fifth Partner herein) d) Shri. B. Anand Kumar (the Sixth Partner herein) e) Shri. Ratan N. Mulani (the Seventh Partner herein) f) Shri. Pradeep N. Mulani (the Eighth Partner herein) g) Shri. Pankaj Sanghvi (the Ninth Partner herein) h) Shri. Jitendra N. Kamdar (the Tenth Partner herein).

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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

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S.No. Date 08/02/2007 Rs. 100/-
Name D. Phani
S/o. D/o. W/o. D. N. Murthy
For Whom M/s. Vista Homes

K. Srinivas
SW. No. 26/98, R.No. 11/2007
City Civil Court
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4. a) M/s. Summit Housing Private Limited b) Shri. P. Chandra Sekhar Reddy c) A. Malla Reddy d) Shri. B. Anand Kumar e) Shri. Ratan N. Mulani f) Shri. Pradeep N. Mulani g) Shri. Pankaj Sanghvi h) Shri. Jitendra N. Kamdar have agreed to join as third, fourth, fifth, sixth, seventh, eighth, ninth and tenth partners in the partnership business that of M/s. VISTA HOMES.
5. The **THIRD PARTNER** is a Private Limited Company and the company have passed necessary resolutions on 12.02.2007 authorizing Mrs. Ajeeta Mody to represent Summit Housing Pvt. Ltd to execute this partnership deed
6. The parties hereto have agreed to certain terms and conditions governing the partnership business and the relations inter-se and are desirous of recording the same into writing.

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

1. The name of the Partnership Firm shall be **M/s. VISTA HOMES** or any other name partners may mutually decide.
2. Partnership shall be with effect from 12th February 2007.

1. *[Signature]*

2. *Ajeeta*

3. *Ajeeta*

4. *[Signature]*

5. *[Signature]*

6. *[Signature]*

8. *[Signature]*

9. *[Signature]*

10. *JNKamdar*



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

S.No. 7470 Date 08/02/2007 Rs. 100
 Name D. Phani
 S/o. D/o. W/o. D. S. Murthy
 For Whom M/S Vista Homes

F 089034
 K. Srinivas
 SW. No. 26/98, R. No. 11/2007
 City Civil Court
 SECUNDERABAD.

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3. The principal place of business of the partnership shall be at Office No. 103, First Floor, Hariganaga Complex, Ranigunj, 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 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 with the consent of all the partners in writing.
7. The FIRST PARTNER (Mr. Mehul Mehta) 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

1. *[Signature]*
 5. *[Signature]*

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6. *[Signature]*

7. *[Signature]*

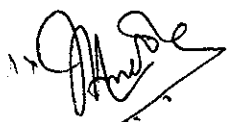
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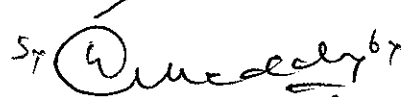
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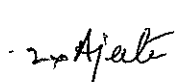
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8. The Agreements of Sale, Sale Deeds and other conveyance deeds that are required to be executed and registered in the course of business shall be executed jointly by both the First Partner (Mr. Mehul Mehta) and the Second Partner (Mrs. Ajeeta Mody) . 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 (i.e., First Partner).
9. The Profit & Loss of the firm shall be shared and borne between the partners as under:
- | | |
|----------------------|-------|
| i. First Partner | 28.5% |
| ii. Second Partner | 01% |
| iii. Third Partner | 33% |
| iv. Fourth Partner | 6.25% |
| v. Fifth Partner | 3.25% |
| vi. Sixth Partner | 03% |
| vii. Seventh Partner | 6.25% |
| viii. Eighth Partner | 6.25% |
| ix. Ninth Partner | 6.25% |
| x. Tenth Partner | 6.25% |
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 a bank account with any Bank which shall be operated jointly by a) Mehul Mehta (i.e., First Partner) b) Mrs. Ajeeta Mody (i.e., Second Partner) 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.
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.
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.

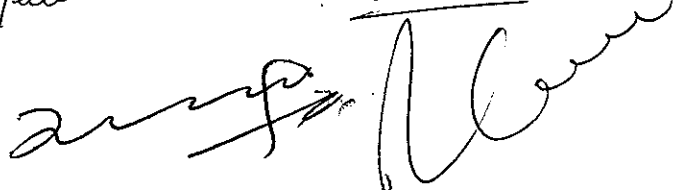
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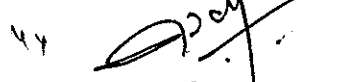
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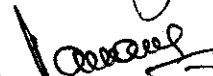
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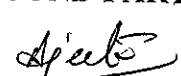




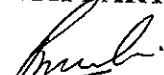

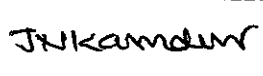
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17. The Partnership shall not be dissolved on the death/retirement/insolvency of a partner and the estate of the deceased/outgoing/insolvent partners is not liable for any act of the firm after his death/retirement/insolvency. The legal representatives 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:

1. 
G. K. RAO
2. 
M. V. RAMANA MURTHY

1. 
FIRST PARTNER
2. 
SECOND PARTNER
3. 
THIRD PARTNER
4. 
FOURTH PARTNER
5. 
FIFTH PARTNER
6. 
SIXTH PARTNER
7. 
SEVENTH PARTNER
8. 
EIGHTH PARTNER
9. 
NINTH PARTNER
10. 
TENTH PARTNER