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PARTNERSHIP DEED

THIS PARTNERSHIP DEED is made and executed at Secunderabad on the 1st day of April, 2006 by and between:

Shri Soham Modi, S/o. Shri Satish Modi aged about 32 years residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034 (hereinafter referred to as **FIRST PARTNER**)

M/s. 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, Ill Floor, M. G. Rd., Secunderabad represented by its Managing Director Sri. Soham Modi S/o. Sri Satish Modi aged about 36 years (hereinafter called the "SECOND PARTNER")

Shri. Gaurang Mody S/o. Shri Jayantilal Mody aged 38 years, Occupation: Business, resident of Flat No.105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad - 500 016 (hereinafter called "THIRD PARTNER").

WHEREAS:

1. Soham Modi & Sourabh Modi were carrying on partnership business under the name and style of M/s. Modi Estates under a partnership and their relations inter-se and terms of conditions of partnership business were governed and evidenced in a Partnership deed dated 15th January 2002.

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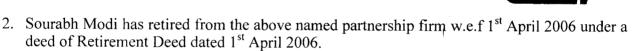
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- 3. Soham Modi has agreed to take the above mentioned two new partners M/s. Modi Properties & Investments Pvt Ltd (the second partner herein) and Shri. Gaurang Mody (the third partner herein) to continue the partnership business as a going concern by taking over all the assets and liabilities.
- 4. The SECOND PARTNER is a Private Limited Company and the company have passed necessary resolutions authorizing Shri. Soham Modi to represent the company and to execute this partnership deed
- 5. 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 PARTNERSHIP DEED WITNESSETH AS FOLLOWS:

- 1. The business of the firm shall be carried on in the style of "MODI ESTATES".
- 2. This partnership has commenced from 1st day of April 2006.
- 3. The Principal Office of the firm shall be at 5-4-187/3 & 4, third floor, Soham Mansion, M G Road, Secunderabad 500 003. The firm may do business at such other places as the partners may decide.

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.

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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.
- 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.
- 7. The FIRST PARTNER Mr. Soham Modi shall be the Managing Partner overall in charge for smooth running of the firm, and is authorized to apply and obtain necessary sanctions from all concerned authorities like HUDA, 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.
- 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 by the Managing 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.
- 9. The profits and losses of the firm shall be shared by the partners as under:

1. Soham Modi 70% 2. Modi Properties & Investments Pvt Ltd 25%

3. Gaurang Mody 05%

10. The regular books of accounts shall be maintained 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.

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Managing Director

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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. 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.

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- 17. 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.
- 18. 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.
- 19. All questions, doubts, or disputes between the partners in respect of the partnership or regarding the interpretation or enforcement of this deed shall be referred to the arbitration of a commonly agreed person and in case that is not possible, to a person agreed to by the disputing parties and on failure of such agreement to a panel of arbitrators upon which each disputing party nominates one arbitrator. The decision of the arbitrators shall be final and binding on all parties.
- 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:

2.

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1. FIRST PARTNER

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3. THIRD PARTNER