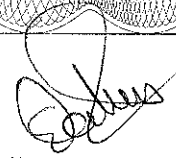




ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

T 492288

S.No. 31113
Sold to: Santosh
S/o. B/o. Mr. Shankar
For Whom: Silver Oak Estates


K. SATISH KUMAR
SVL.No.13/2000 R.No.16/2009
5-2-30, Premavathipet (V),
Rajendranagar (M), R.R. Dist.

PARTNERSHIP DEED

THIS PARTNERSHIP DEED is made and executed at Secunderabad on this the 4th day of August 2010 by and between:

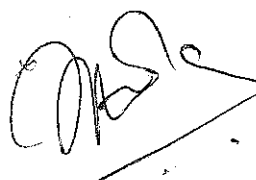
1. **M/s. Modi Properties & Investments Pvt Ltd** a company incorporated under the Companies Act 1956 and having its registered office at 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Managing Director Shri. Soham Modi S/o. Shri. Satish Modi aged 40 years Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034 (hereinafter called “FIRST PARTNER”).
2. **Shri. Mehul V. Mehta** S/o. Late. Vasant. U. Mehta aged 35 years, Occupation: Business, resident of Plot No. 21, Bapubagh Colony, Prenderghast Road, Secunderabad – 500 003 (hereinafter called “SECOND PARTNER”)

WHEREAS:

- A. M/s. Modi Properties & Investments Pvt Ltd, Mehul V. Mehta along with Shri Jitender N. Kamdar, Shri Pankaj Sanghvi and Shri Kirit Sanghvi were carrying on partnership business under the name and style of M/s. **Silver Oak Estates** and their relations inter-se were and terms and conditions of partnership business were governed and evidenced by in the partnership deed dated 8th January 2007.


For Modi Properties & Investments Pvt. Ltd.


Managing Director





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH


T 492289
K. SATISH KUMAR
SVL.No.13/2000 R.No.16/2009
5-2-30, Premavathipet (V),
Rajendranagar (M), R.R. Dist.

S.No. 21/114 Date 04/08/2010 Rs. 100
Sold to Santosh
S/o. D/o. W/o Shauloo
For Whom Silver Oak Estates -2-

- B. Shri Jitender N. Kamdar, Shri Pankaj Sanghvi and Shri Kirit Sanghvi have retired from the above named partnership firm w.e.f. 4th August 2010 under a deed of Retirement Deed dated 4th August 2010.
- C. M/s. Modi Properties & Investments Pvt Ltd (First Partner herein) and Shri. Mehul V. Mehta (Second Partner herein) have agreed to continue the partnership business as a going concern by taking over all the assets and liabilities.
- D. The said Partners hereto have agreed on certain terms and conditions governing the Partnership business and the relations inter-se and are desirous of reducing into writing the same into writing.

NOW THEREFORE THIS PARTNERSHIP DEED WITNESSETH AS FOLLOWS:

1. The business of the firm shall be carried in the name and style as "Silver Oak Estates".
2. This new partnership shall be with effect from 4th August 2010.
3. The Principal Office of the firm 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.

For Modi Properties & Investments Pvt. Ltd


Managing Director





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

T 492290

S.No. 3/111 Date 04/08/2010 Rs. 100
Sold to: Santosh
S/o. D/o. W/o. Shantosh
For Whom: Siva Oak Bst 101

K. SATISH KUMAR
SVL.No.13/2000 R.No.16/2009
5-2-30, Premavathipet (V),
Rejendranagar (M), R.R. Dist.

-3-


4. The nature of business of the firm shall be to do the business of real developers, managers, underwriters, retailers, advisors etc., and/or any such other business (s) that may be mutually agreed upon.
5. The Partnership 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 represented by Mr. Soham Modi duly authorized by the company shall be the Managing Partner overall in charge for smooth running of the firm and is authorized to apply and obtain necessary sanctions/permissions from all concerned authorities like HMDA, GHMC, A. P. Transco (Electricity Department), Water and Drainage Department (HMWS & SB), Income Tax Departments etc., in connection with business of the firm.

For Modi Properties & Investments Pvt. Ltd

Managing Director



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

 T 492291

S.No. 31116 Date 06/08/2010 Rs. 100

K. SATISH KUMAR
SVL.No.13/2000 R.No.16/2009
5-2-30, Premavathipet (V),
Rajendranagar (M), R.R. Dist.

Sold by Santosh

S/o. D/o. W/o. Shanboor

For Whom Srujan Osh Estate

-4-

8. Documents such as Agreements of Sale, Sale Deeds, Conveyance Deeds, Construction Agreements, General & Specific Power of Attorney etc., that are required to be executed and registered in the course of business shall be executed jointly by both the partners. 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 First Partner (represented by Mr. Soham Modi).
9. The Profit & Loss of the firm shall be shared and borne between the partners as under:
 - a. First Partner (Modi Properties & Investments Pvt Ltd) 50% (Fifty Percent)
 - b. Second Partner (Shri. Mehul V. Mehta) 50% (Fifty 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's bank accounts shall be operated jointly by both partners 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.

For Modi Properties & Investments Pvt. Ltd.


Managing Director






ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH


T 492292

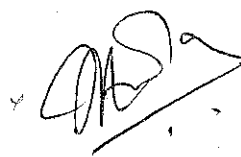
S.No. 31117 Date 04/08/2010 Rs. 100
Sold to Santosh
Shankar
S/o. P/o. W/o
For Whom Shree Sai Bhatla -5-


K. SATISH KUMAR
SVL.No.13/2000 R.No.16/2009
5-2-30, Premavathipet (V),
Rajendranagar (M), R.R. Dist.

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.

For Modi Properties & Investments Pvt. Ltd.

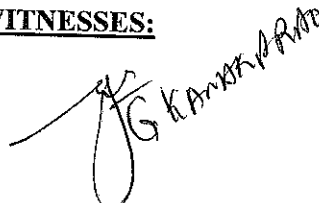

Managing Director.




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 and the share of such outgoing partner shall be settled to their legal heirs.
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. Anand

2.  M. J. S.

For Modi Properties & Investments Pvt. Ltd.


Managing Director

FIRST PARTNER


SECOND PARTNER