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AZ 360129

Date : 09-10-2012

Serial No : 13.651

Denomination: 100

Purchased by : K PRABHAKAR REDDY S/O K P REDDY S/O HYD

Sub Registrar Vendor S.R.O. VALLABNAGAR

For Whom :

PARTNERSHIP DEED

M/S VISTA HOMES

SEC-BAD THIS **PARTNERSHIP DEED** is made and executed at Secunderabad on this the 23rd day of November 2012 by and between:

1. Shri. Mehul V. Mehta S/o. Late. Vasanth. U. Mehta aged 37 years, Occupation: Business, resident of Plot No. 21, Bapubagh Colony, P. G. Road, Secunderabad – 500 003 (hereinafter called "FIRST PARTNER")

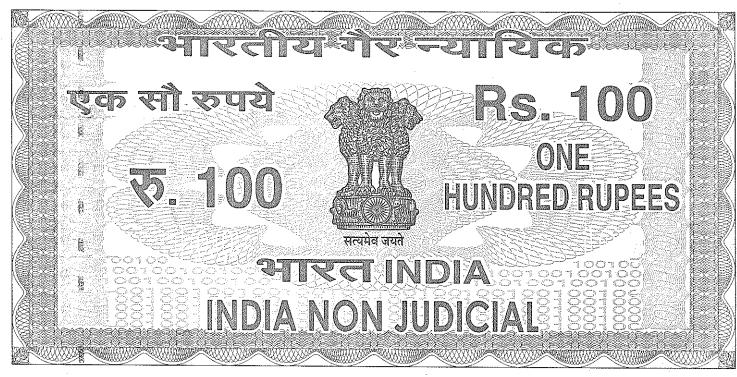
2. Mrs. Ajeeta Mody W/o. Shri. Gaurang Mody aged 40 years, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, 0Hyderabad – 500 016 (hereinafter called "SECOND PARTNER")

M/s. Summit Housing Private Limited, 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 Director Mr. Soham Modi S/o. Shri. Satish Modi aged 42 years who is authorized to enter into a partnership business under a Board Resolution passed in a meeting held on 01.09.2008 (hereinafter called "THIRD PARTNER").

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आन्ध्र प्रदेश ANDHRA PRADESH

AZ 360130

Serial No :

Denomination :

Purchased By : K PRABHAKAR REDDY S/O K P REDDY

S/O HYD

STor Whom :

M/S VISTA BOMES

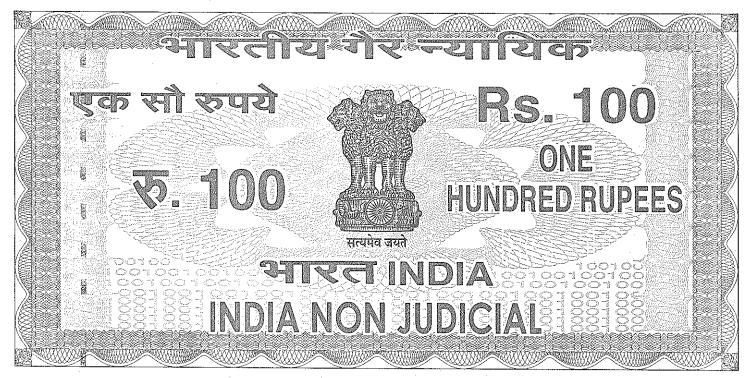
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- Shri. P. Chandra Sekhar Reddy S/o. Late. Shri. P. Pratap Reddy aged 52 years, Occupation: Business, resident of Plot No. 14, Anupuram Colony, E.C.I.L Post, Hyderabad – 500 062 (hereinafter called "FOURTH PARTNER")
- A. Malla Reddy S/o. Late. Shri. Ramachandra Reddy aged about 58 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 43 years, Occupation: Business, R/o. Plot No. 869, Defence Colony, Sainikpuri, Secunderabad - 500 094. (hereinafter called the "SIXTH PARTNER")
- Shri. Ratan N. Mulani S/o. Late Shri. Nathumal R. Mulani Occupation: Business, aged 57 years, resident of H.No. 30-146, Prenderghast Road, Secunderabad - 500 003 (hereinafter called the "SEVENTH PARTNER")

Shri. Pradeep 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

"EIGHTH PARTNER").



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AZ 360131

Serial No : Purchased By : K PRABHAMAR KEDDY

S/O N P REDDY S/O HYD

g For Whom :

M/S VISTA HOMES

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S.R.O. VALLABNAGAR

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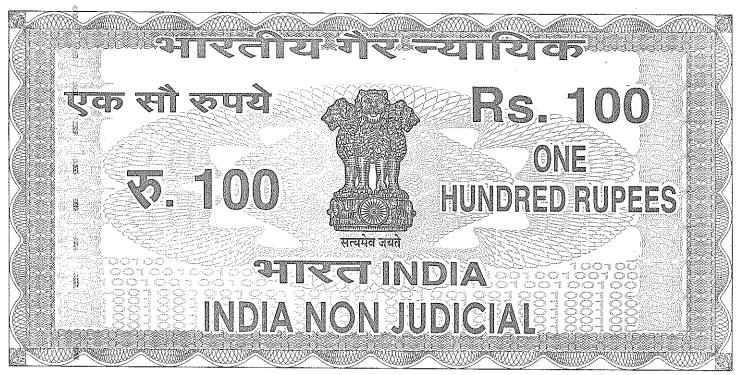
- Shri. Pankaj Sanghvi S/o. Shri. Chandrakanth Sanghvi Occupation: Business, aged 66 years, resident of 504/A, Chandan Co-op Housing Society, Dadabhai Cross Road No.3, Vile -Parle (West), Mumbai – 56 (hereinafter called the "NINTH PARTNER")
- 10. Shri. Jitendra N. Kamdar S/o. Shri. Navin Chandra Kamdar, aged 52 years, Occupation: Business, resident of H.No.503, Megh-Ratan, Derasar Lane, Ghatkopar East, Mumbai -77 (hereinafter called the "TENTH PARTNER")

AND

11. Shri. Bhavesh V. Mehta S/o. Late. Shri. Vasant U. Mehta aged about 42 years, Occupation: Business, resident of Uttam Towers, D.V.Colony, Secunderabad - 500 003 (hereinafter the "ELEVENTH PARTNER").

WHEREAS:

A. The above parties for the purpose of doing business of real estate developers, managers, under writers, etc., have constituted a partnership firm name and styled as M/s. VISTA HOMES and their relations inter-se of partnership business were governed and evidenced in the partnership deeds dated 27th January 2007, 12th February 2007 and a Supplementary Deed dated 1st September 2008.



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AZ 360132

Date: 00-10-2012 Serial No:
Hurchased By:
K PRABHAKAR REDDY

S/O K P REDDY S/O HYD Sub Registrar
Ex.Officio Stamp Vendor
S.R.O. VALLABNAGAR

For Whom :

M/S VISTE. HOWE existing partners have expressed their inability to attend to the day to day operations of their business and have felt the need to admit an additional partner Shri. Bhavesh V. Mehta (the Eleventh Partner herein) as the partner in the firm. The Third Partner represented by Shri. Soham Modi along with the First and the Eleventh Partner shall be responsible for the day to day operations of the firm.

C. The partners have agreed on certain terms and conditions to govern the partnership business and the relations inter-se and are desirous of reducing the same into writing.

Denomination

NOW THEREFORE THIS PARTNERSHIP DEED WITNESSETH AS FOLLOWS:

- 1. The business of the firm shall be carried in the name and style as "VISTA HOMES".
- 2. The Partnership has been effective from 23rd November 2012.

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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.

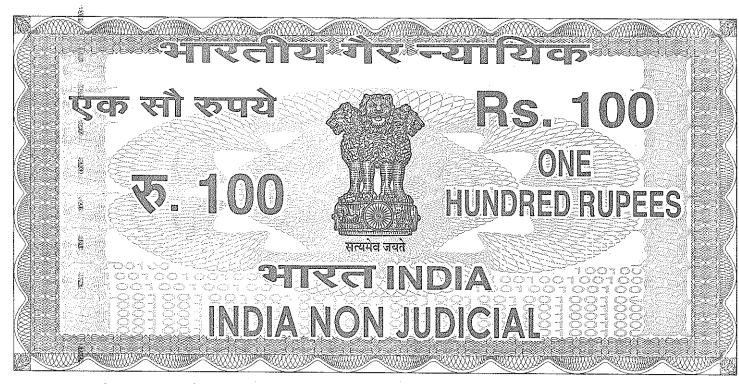
4. The nature of business of the firm shall be to do the business of real estate developers, builders, managers, underwriters, retailers, advisors etc., and/or any such other business (s) that may be mutually agreed upon.

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)ate : 08-10-2012

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K PRABHAKAR REDDY

S/O K P REDDY

S/O HYD

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M/S VISTA HOMES

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- 5. The partners hereto shall contribute the capital required for the partnership business in their Profit/Loss sharing ratio as given herein or in any other ratio as may be decided mutually from time to time.
- 6. That the partnership shall be entitled to hypothecate, mortgage, create charge on or otherwise encumber the assets of the firm or any part there of for borrowing any loans either by way of cash credit or overdraft from banks and financial institutions or any other agency either by itself or by any other firm or company and to give guarantee / guarantees infavour of the banks and financial institutions on such terms and conditions as may be mutually agreed upon by all the partners.

7. The Third Partner represented by its Director Mr. Soham Modi, shall be the Managing Partner and over all incharge for smooth running of the firm and is authorized to apply and obtain necessary sanctions from all concerned authorities like HUDA, GHMC, AP Transco (Electricity Department), Water & Drainage Department (HMWS & SB), Income Tax, Commercial Tax Departments, etc.,

in connection with the business of the firm.

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- 8. The Partners hereto have agreed that the Agreements of Sale, Sale Deeds and other conveyance deeds, General and Specific Power of Attorneys etc., that are required to be executed and registered in the course of business shall be executed jointly by two partners. The First such joint partner shall be either First Partner (Mr. Mehul V.Mehta) OR Eleventh Partner (Mr. Bhavesh V. Mehta) AND second such joint partner shall be the Third Partner (Summit Housing Pvt Ltd represented by its Director Shri. Soham Modi). 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., Third Partner represented by its Director Mr. Soham Modi).
- 9. The Profit & Loss of the firm shall be shared and borne between the partners as under:

a)	First Partner	27.5% (Twenty Seven and Half per cent)
b)	Second Partner	01% (One per cent)
c)	Third Partner	33% (Thirty Three per cent)
d)	Fourth Partner	06.25% (Six and Quarter per cent)
e)	Fifth Partner	03.25% (Three and Quarter per cent)
f)	Sixth Partner	03% (Three per cent)
g)	Seventh Partner	06.25% (Six and Quarter per cent)
h)	Eigth Partner	06.25% (Six and Quarter per cent)
i)	Ninth Partner	06.25% (Six and Quarter per cent)
j)	Tenth Partner	06.25% (Six and Quarter per cent)
k)	Eleventh Partner	01% (One per cent)

- 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 two partners. The First such joint partner shall be either First Partner (Mr. Mehul V.Mehta) OR Eleventh Partner (Mr. Bhavesh V. Mehta) AND second such joint partner shall be the Third Partner (Summit Housing Pvt Ltd represented by its Director Shri. Soham Modi) 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:
 - 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.

Execute any deed or stand surety for any person or act in any other manner whereby the property of the firm may be liable.

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- 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 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.
- 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 on 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. KANNAKAR

2. M.

EFFST PARTNER

FUIRD PARTNER

SECOND PARTNER

FOLERTH PARTNER

FIFTH PARTNER

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