



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

P 071474

Sl No. 13487 Date 11/14/2008 100/-
Sold to: Ramesh
S/o. D/o. Who: Narasing Rao
For Whom: Gulmahan Residency
No. Sec'bad

K. SRINIVAS
S.V.L.No.26/98, R.No.11/2007
CITY CIVIL COURT
SECUNDERABAD

PARTNERSHIP DEED

This Deed of Partnership is made and executed on this the 15th day of April 2008 by and between:

1. Shri. Premal C. Parekh S/o. Shri. Chandrkanth M. Parekh aged 37 years Occupation: Business, resident of A 4/3, Chandralok Residency Complex, 111, S. D. Road, Secunderabad - 500 003 (hereinafter called "FIRST PARTNER").

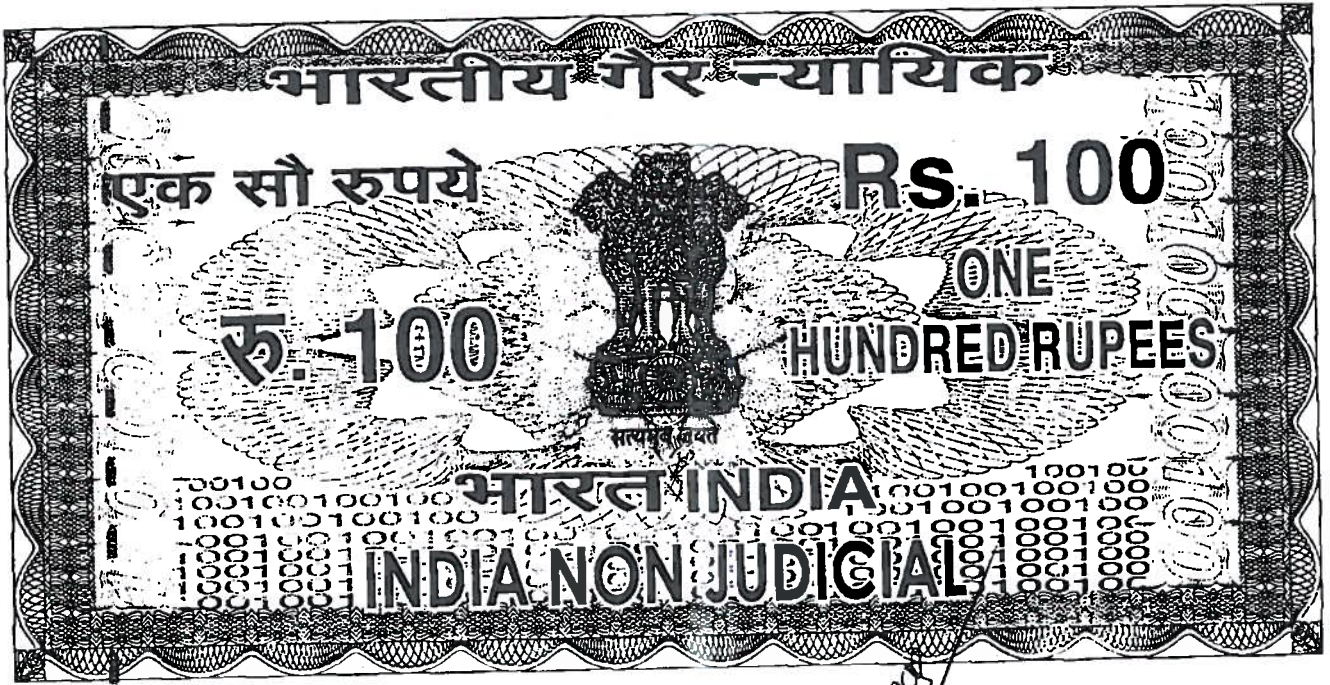
2. Shri. Ratan N. Mulani S/o. Late Shri. Nathulal R. Mulani aged 51 years, Occupation: Business, resident of 30-146, Prenderghast Road, Secunderabad - 500 003 (hereinafter called "SECOND PARTNER")

3. Shri. Kirit Chandrakanth Sanghvi S/o. Shri. Upendra Sanghvi aged 60 years, Occupation: Business, resident of No.8, Gopal Bhavan, 4th Floor, Babu Bhai Vashi Road, Vile Parle (West), Mumbai - 400 056 (hereinafter called "THIRD PARTNER")

ATTESTED
CH. YADAGIRI
B.COM LL.B.,
ADVOCATE & NOTARY
MACHA BOLARAI
RANGA REDDY DISTRICT
T.S. INDIA.

(for Medi Properties & Investments Pvt. Ltd.)

Managing Director



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

P 071475

K. SRINIVAS

S.V.L.No.26/98, R.No.11/2007
CITY CIVIL COURT
SECUNDERABAD

SI No. 13488 Date 11/04/2008 100/-
Sold to Ramesh
S/o. D/o. Narsing Rao
For Whom Gulmaha Residency
R/o. Sec 15 ad 2

4. 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 M odi S/o. Shri Satish Modi aged about 38 years Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad -5000034 (hereinafter called the FOURTH PARTNER”)

5. Shri. Mehul V. Mehta S/o. Shri. Vasant U. Mehta aged 32 years, Occupation: Business, resident of Plot No. 21, Bapubagh Colony, Prenderghast Road, Secunderabad – 500 003 (hereinafter called FIFTH PARTNER).

AND

ATTESTED
CH. YADAGIRI
B. Com., L.B.
ADVOCATE & NOTARY
MACHA BOLARAM
RANGA REDDY DIST.
T.S. INDIA.

6. Shri. Pradeep N. Mulani S/o. Late Shri. Nathulal R. Mulani aged 46 years, Occupation: Business, resident of 30-146, Prenderghast Road, Secunderabad – 500 003 hereinafter called the “SIXTH PARTNER “)

For Modi Properties & Investments Pvt. Ltd.

Managing Director



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

P 071476

Sl No. 13489 Date 11/04/2008 1001-
 Sold to Ramesh
 S/o. D. S. Rao Narsing Rao
 For Whom Gulmohar Residency
 No. 100/600

K. SRINIVAS
 S.V.L.No.26/98, R.No.11/2007
 CITY CIVIL COURT
 SECUNDERABAD

-3-

WHEREAS:

A. Shri Premal C. Parekh, Shri. Shri. Ratan N. Mulani, Shri. Kirit Chandrakanth Sanghvi, M/s. Modi Properties & Investments Pvt Ltd and Shri. Shri. Mehul V. Mehta along with one Mr. T.S Kohli were carrying on partnership business under the name and style of M/s. Gulmohar Residency and their relations inter- se and terms of conditions of partnership business were governed and evinced in the Partnership deeds dated 19th November 2007 and 1st December 2007.

B. Shri. T. S. Kohli has retired from the above named partnership firm w.e.f 15th April 2008 under Retirement Deed dated 15th April 2008.

C. Shri Premal C. Parekh (the First Partner herein) Shri. Shri. Ratan N. Mulani (the Second Partner herein), Shri. Kirit Chandrakanth Sanghvi (the Third Partner herein) M/s. Modi Properties & Investments Pvt Ltd (the Fourth Partner herein) and Shri. Shri. Mehul V. Mehta (the Fifth Partner herein) have agreed to admit Shri. Pradeep N. Mulani (the Sixth Partner herein) to continue the partner ship business as a going concern by taking over all the assets and liabilities.

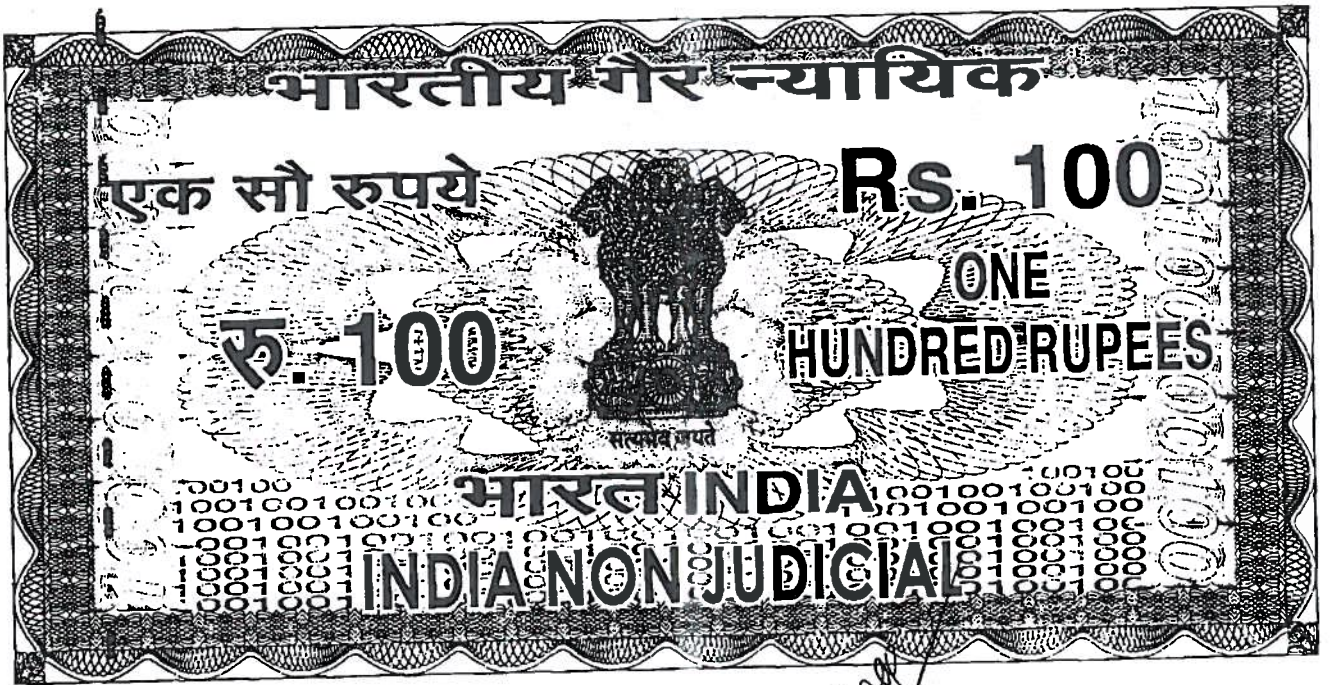
ATTESTED
 CH. YADAGIRI
 B.Com., LL.M.
 ADVOCATE & NOTARY
 MACHA BOLAR
 RANGA REDDY DISTRICT
 T.S. INDIA

For Modi Properties & Investments Pvt. Ltd

Managing Director

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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

P 071477

K. SRINIVAS

S.V.L.No.26/98, R.No.11/7007
CITY CIVIL COURT
SECUNDERABAD

No. 13490 Date: 11/04/2008 100/-

Sold to: Ramesh

S/o. D/o. W/o. Narsing Rao.

For Whom: Gulmohar Residency
N/o. Sec'lsd.

D. The FOURTH PARTNER is a private limited Company and the company has passed necessary resolution authorizing Shri. Soham Modi to represent Modi Properties & Investments Pvt.Ltd, and to execute this partnership deed.

E. The said partners hereto have agreed on 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 WITNESSTH AS FOLLOWS:

1. The business of partnership firm shall be carried in the name and style as "M/s. Gulmohar Residency".

2. Partnership shall be with effect from 15th April 2008.

3. The principal place of business of the partnership shall be at 5-4-187/3&4, Soham Mansion, II floor; M. G. Road, Secunderabad -500003 and the same may be changed to any other place or places mutually agreed upon the partners.

For Modi Properties & Investments Pvt. L.

Managing Director



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

P 071478

K. SRINIVAS

S.V.L.No.25/98, R.No.11/2007
CITY CIVIL COURT
SECUNDERABAD

Sl No. 13491 Date 10/04/2008 100/-

Sold to Ramesh

S/o. D. L. W. Narsing Rao.

For Whom Galmohar Residency
No. 50, Sec. 5, And.

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.

ATTESTED
CH. YADAGIRI
B.Com., LL.B.
ADVOCATE & NOTARY
MACHA BOLARAM,
RANGA REDDY DIST
T.S. INDIA.

12. The FOURTH 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 from all concerned authorities like HUDA, Greater Hyderabad Municipal Corporation, A.P. Transco (Electricity Department), Water and Drainage Department (HMWS& SB), Income Tax Departments etc., in connection with the business of the firm

For Modi Properties & Investments Pvt. Ltd.

Managing Director

8. Documents such as Agreements of Sale, Sale Deeds, Conveyance deeds, General & Specific Power of Attorney, etc., that are required to be executed and registered in the course of business shall be executed jointly by the two partners. One such joint partner shall be either First Partner (Mr. Premal C. Parekh) OR Second Partner (Mr. Ratan N. Mulani) AND second such joint partner shall be either Fourth Partner (Modi Properties & Investments Pvt Ltd represented by Mr. Soham Modi duly authorized by the company) OR Fifth Partner (Mr. Mehul V. Mehta). 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 Fourth Partner (Modi Properties & Investments Pvt Ltd represented by Mr. Soham Modi duly authorized by the company)
9. The Profit & Loss of the firm shall be shared and borne between the partners as under:
- | | | | |
|-------------------|---|--------------------------------|-----|
| a) First Partner | - | Premal C. Parekh | 20% |
| b) Second Partner | - | Ratan N. Mulani | 20% |
| c) Third Partner | - | Kirit Chandrakanth Sanghvi | 10% |
| d) Fourth Partner | - | Modi Properties & Invsts P Ltd | 20% |
| e) Fifth Partner | - | Mehul V. Mehta | 10% |
| f) Sixth Partner | - | Pradeep N. Mulani | 20% |
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 bank account shall be operated jointly by two partners. One of such joint partners shall be either First Partner (Mr. Premal C. Parekh) OR Second Partner (Mr. Ratan N. Mulani) AND second such joint partner shall be either Fourth Partner (Modi Properties & Investments Pvt Ltd represented by Mr. Soham Modi duly authorized by the company) OR Fifth Partner (Mr. Mehul V. Mehta) 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 where by 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.

ATTESTED
CH. YADAGIRI
B.Com., LL.B.,
ADVOCATE & NOTARY
MACHA BOLARAM,
RANGA REDDY DIST
T.S. INDIA.

14. The Partnership shall be 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

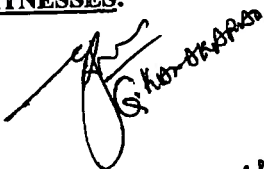
for Modi Properties & Investments Pvt. Ltd.,

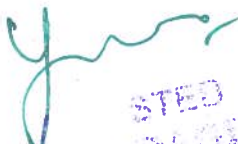
Managing Director.

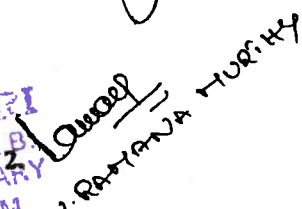
16. With the mutual consent of all the partners, new partners can be admitted in partnership and such new partners will share their percentage of profit and loss through which he is inducted as a partner.
17. The partnership shall not be dissolved on the death/retirement /insolvency of a partner and the estate of the deceased/ out going /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/parents, 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 with out 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 be apply.

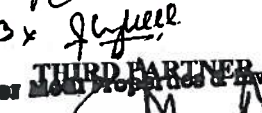
IN WITNESS WHEREOF, the partners hereto have signed and executed this partnership deed with their free will and consent on the date, month and year mentioned here in above, the presence of the following witnesses:

WITNESSES:

1. 


STED
CH. 
ADVOCATE & NOTARY
MACHA BOLARAM,
RANGA REDDY DIST.
T.S. INDIA.

2. 
U. RATANJA TUESDAY

1. 
FIRST PARTNER
2. 
SECOND PARTNER
3. 
THIRD PARTNER
4. 
FOURTH PARTNER Managing Director
5. 
FIFTH PARTNER
6. 
SIXTH PARTNER