

Mr. Sharad J. Kadakia.
SDNMKJ Realty Pvt Ltd,
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Irvine, California 92604

Trilegal
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Pavan.Kumar@trilegal.com

20 April, 2012

Dear Sharad,

Sub: Proposal for engagement for legal services

Set out in this letter are the terms of our engagement with SDNMKJ Realty Pvt Ltd (**SDNMKJ**). The basis on which we propose to provide our services is set out below.

I. BACKGROUND

We understand that SDNMKJ proposes to purchase property situated at Ramky Selium, Plot No. 31 part and 32 in Sy. 115/22, 115/24, 115/ 25, Financial District, Nanakramguda, Serilingampally, Ranga Reddy District, Hyderabad (**Property**) and requires legal assistance in relation to the same.

II. SCOPE OF WORK

Based on our discussions and our experience in similar matters we believe that our scope of services would involve the following:

- A. Title diligence of the Property;
- B. Drafting the Sale Deed for the purchase of the Property; and
- C. Advising on the terms of the lease deed to be executed with Ramky Estates and Farms Limited.

III. BASIS FOR SERVICES

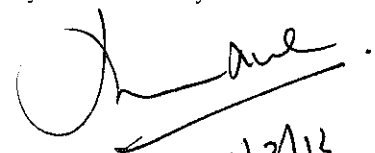
As with most firms in India, we charge professional fees on a time spent basis. Our standard hourly charge-out rates are:

Partner	INR 15,000
Senior Associate	INR 10,000-12,000
Associate	INR 7,500-9,500

However, for the scope of work identified at Section II above we are happy to provide a fixed fee quote of INR 4,00,000. We would require an advance of Rs. 2,00,000 to be made prior to commencement of the work.

This fee quote is limited to the scope of work outlined in Section II and will be revised in the event there is a change to the scope discussed. The fee quote is also exclusive of any fees and payments that may have to be made to any Registrar, government authorities, or third party consultants.

The abovementioned fee quote is also exclusive of out of pocket expenses which will be charged at actual. We shall ensure that expenses are incurred on need basis only and are closely monitored.


15/3/13

IV. INVOICES

We would raise our invoice at the end of the transaction. Our invoice is payable within 30 days of the date of the invoice. The invoice shall also include the details of any out of pocket expenses and costs incurred by the firm.

V. SERVICE TAX (AND OTHER LOCAL TAXES, IF APPLICABLE)

You are requested to note that service tax (VAT/GST equivalent) at the rate of 10.3% will be applicable on our professional fees and out of pocket expenses. However, no tax is payable in the event that payment towards our fees is received from outside India.

VI. CONFLICT

We confirm that at present there is no conflict of interest involved in Trilegal rendering legal services to SDNMKJ. Trilegal reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to its work for SDNMKJ.

VII. CONFIDENTIALITY

All information disclosed to the members of Trilegal shall be kept strictly confidential at all times. Dissemination of information to members of the firm shall be regulated and monitored on a need to know basis. Please note that the fee stated in this letter is being provided to you on a strictly confidential basis.

VIII. GOVERNING LAW AND JURISDICTION

The terms of this engagement shall be governed by Indian law and courts in Hyderabad shall have exclusive jurisdiction to resolve any disputes arising out of this engagement.

We look forward to working with you and assure you of our best services.

With best regards,

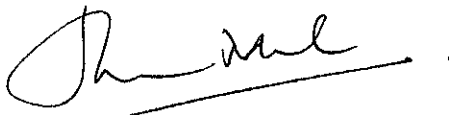


Pavan Kumar
Partner

Accepted

For SDNMKJ

Signed and accepted
Name : Sharad J. Kadakia
Designation:


18/3/13.