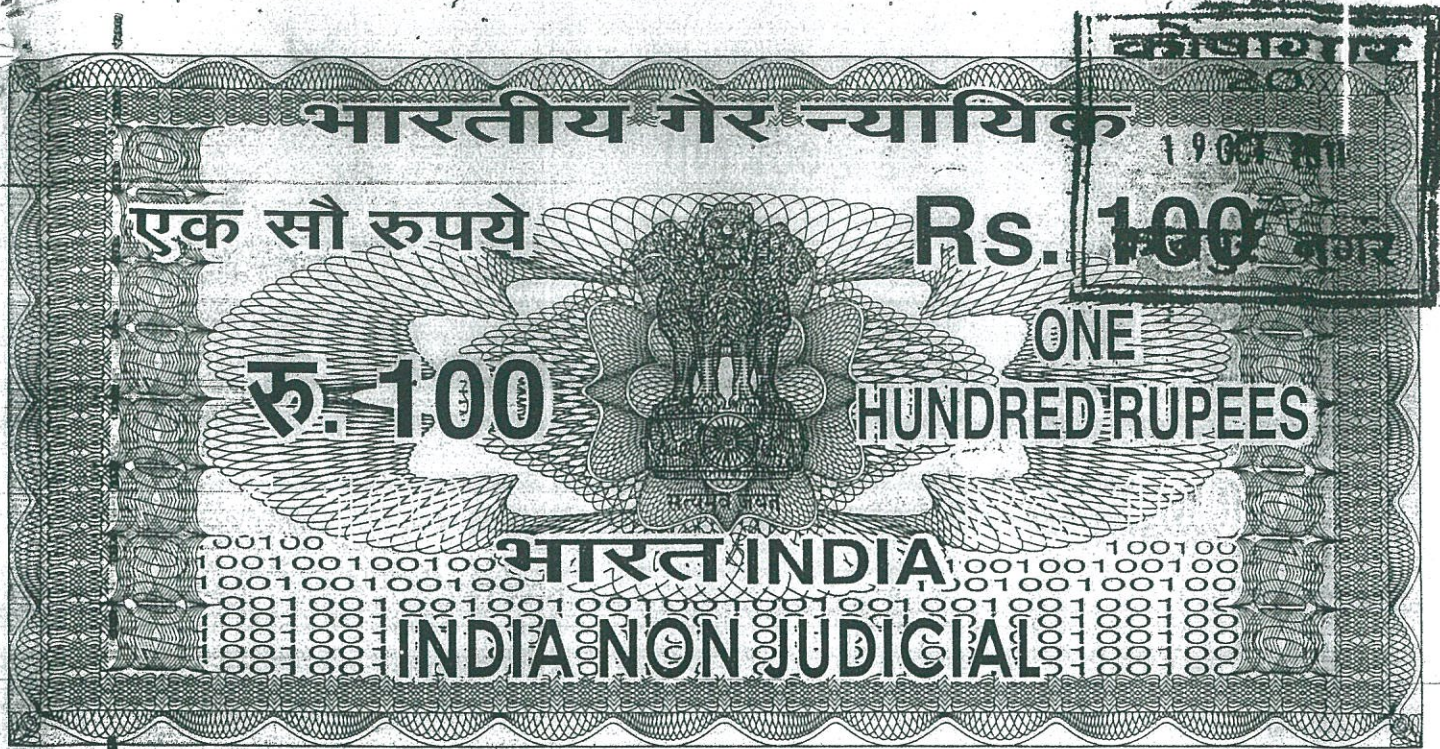


(5)



उत्तर प्रदेश UTTAR PRADESH

AV 891038

PARTNERSHIP DEED

This Deed of Partnership is made and executed on this 24th day of October, 2011 at Kanpur between:

S. B. Cars Pvt. Ltd., having its registered office at 123/474, Fazalganj Kanpur through its director Hari Kishan Oberoi, Son of Shri Kartar Singh resident of 126/32, S-Block, Govind Nagar Kanpur (which expression unless repugnant to the context, shall mean and include its successors, executors, and assigns etc.) hereinafter referred to as **First Party**.

AND

Dolphin Developers Ltd., having its registered office at 7/71-A, Tilak Nagar, Kanpur, through its director Vishwa Nath Gupta son of Late Ram Nath Gupta resident of 14/75, Gopal Vihar, Civil Lines, Kanpur (which expression unless repugnant to the context, shall mean and include its successors, executors, and assigns etc.) hereinafter referred to as **Second Party**.

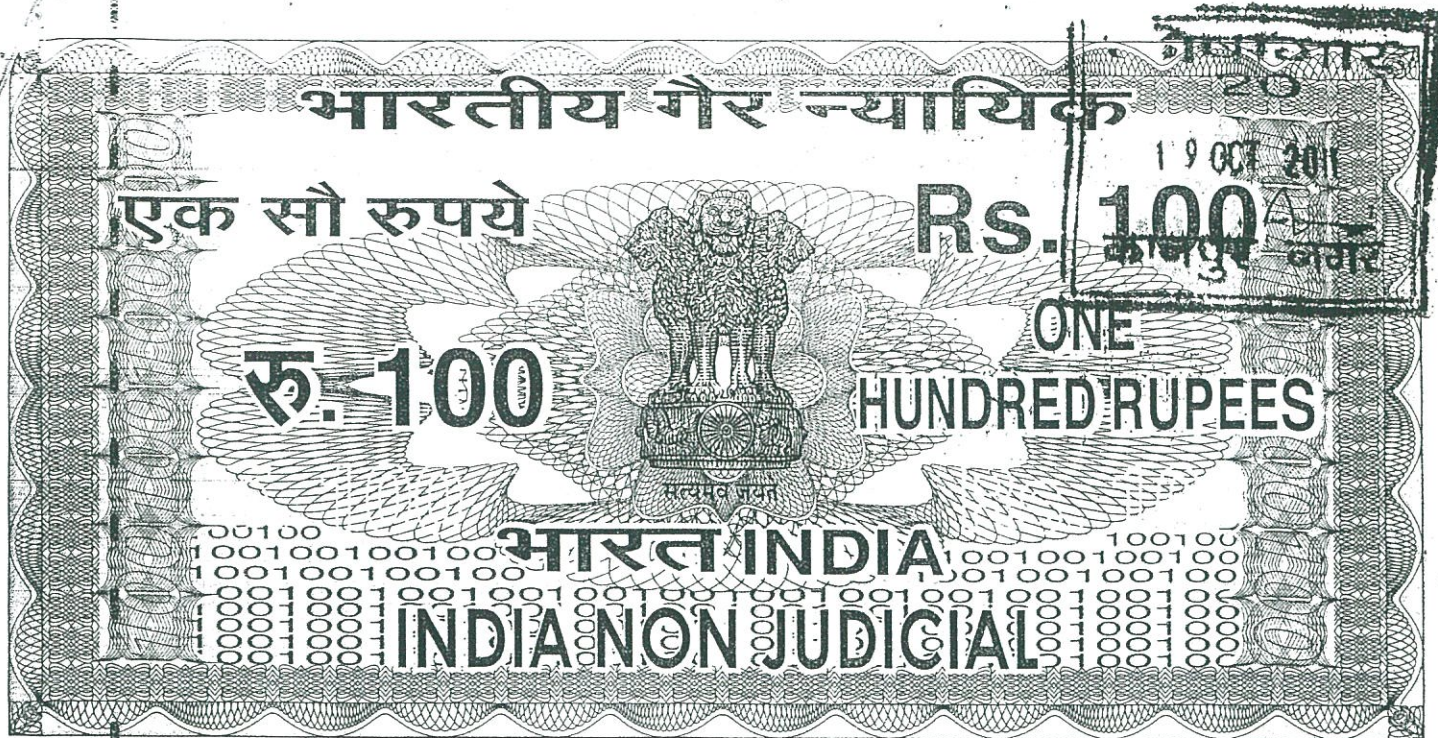
Whereas The First Party is the owner of an road side open plot which is a part of House No. 1-A (2) Old No. 1-A, Azad Nagar, Kalyanpur Kalan, Kanpur Nagar admeasuring 1859.18 Sq. Mtrs. equal to 2223.58 Sq. Yd. which was purchased by the registered sale deed dated 08.01.2010 for constructing a workshop cum show room for its business purposes.

FOR SB CARS PRIVATE LIMITED

For DOLPHIN DEVELOPERS LTD.

DIRECTOR

DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

AV 891037

2.

And Whereas The Second Party has entered into an agreement to purchase remaining part at the back side of the land owned by the First Party admeasuring 2820 Sq. Mtrs. equal to 3372 Sq. Yd. of House No. 1-A (2) Old No. 1-A, Azad Nagar, Kalyanpur Kalan, Kanpur Nagar with the present owners Smt. Tasneem Ashraf and others and plan to develop a multi storey residential complex having independent flats on the land. The Second Party confirm that it will become the absolute owner of the plot of land after completion of legal formalities.

And Whereas the Second Party facing some hurdles in getting the necessary approvals for the residential complex because of not connectivity of the plot of land with the main road and has approached The First Party for the joint development of the residential complex by joining both the plots.

And Whereas in compensation for loss of investments already made in construction by the First Party and also to reward the First Party for its location of road side plot and approach to the plot of land of the party to the Second Part, the Second Party proposes to bear the expenses incurred in getting the map approved and all other permissions and sanctions required for the development of residential complex on the combined plot of land and to share construction and other costs for development and sale of flats and all revenues/realizations from the project equally.

FOR SB CARS PRIVATE LIMITED

For DOLRHIN DEVELOPERS LTD.

DIRECTOR

DIRECTOR

and the decision made by the Arbitrator shall be honoured by both the parties without any arguments. The arbitration proceedings shall be held at Kanpur in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto.

IN WITNESS WHEREOF the parties hereto have set their respective hands on this deed on the day, month and year first above written in the presence of following witness at Kanpur.

Detail of Land to be Contributed by the First Party

Part of House No. 1-A (2) Old No. 1-A, Azad Nagar, Kalyanpur Kalan, Kanpur Nagar admeasuring 1859.18 Sq. Mtrs. equal to 2223.58 Sq. Yd. bounded as under:

North: Rest Part of House No. 1-A(2) Old No. 1-A
 South: 80 Feet Wide G. T. Road
 East: House No. 1 IPM College
 West: Property of Yasmin Rahman (Now Woodbine School's Premises)

Detail of Land to be Contributed by the Second Party

Part of House No. 1-A (2) Old No. 1-A, Azad Nagar, Kalyanpur Kalan, Kanpur Nagar admeasuring 2820 Sq. Mtrs. equal to 3372 Sq. Yd. bounded as under:

North: House No. 2(1) of Arif Rahman
 South: Woodbine School's Premises & Part of House No. 1-A(2)
 Old No. 1-A

For DOLPHIN DEVELOPERS LTD.

Arif Rahman

[Signature]
 FOR

East: IPM College

West: 20 Feet Wide Common Passage

Signed and delivered by the within named First Party

FOR SB CARS PRIVATE LIMITED

Mr. Hari Kishan Oberoi

DIRECTOR

(For S. B. Cars Pvt. Ltd.)

Signed and delivered by the within named Second Party

Mr. Vishwa Nath Gupta

(For Dolphin Developers Ltd.)

WITNESSES:

1. Bilari U C
BIHARI LAL GUPTA
S/o LATE RAJKISHORE GUPTA
R/o 502 SHANTVAN APARTMENT
2A/244A AZAD NAGAR KANPUR

2. Vipin Kumar Awasthi

VIPIN KUMAR AWASTHI
S/o Shri Rawindra Kumar Awasthi
Plt 128/100-Y-1 Block, Kidwai Nagar
Kanpur