THAT, the firms shall share Profit/Losses in the following Proportion

(1) AakarInfraheights Private Limited - 33.34%

(2) Vishal Engineers and Developers - 33.33%

(3) M/s UnitechBuildcon - 33.33%

6. The net profits and losses of the Firm will be shared by the partners hereto in equal shares or proportion. Net profit will mean grossprofit earned in each year less the expenses of the management of the business including the rent of the premises of the Firm including outgoings In respect of the salaries and wages of the staff, commission paid to others, and all other expenses Incurred In connection with the business of the firm and all other expenses as may be allowable as deduction under the Income TaxAct.

7. The accounting year of the Firm will be from 1st April to 31st March of each calendaryear.

8. At the end of each accounting year an account of the business carried on in that year will be made and a statement of accounts namely a Balance Sheet and Profit and Loss Account will be prepared and signed by the partners. The accounts will be got audited by a Chartered Accountant everyyear.

9. The Managing Director or any other authorized representative of each of the parties hereto will represent his company/firm on this Firm and for all practical purposes they will be considered as the partner of this partnership.

10. The books of accounts and all other record of the Firm will be always kept at the office of the Firm and will be open for inspection by any of the partners hereto at anytime.

11. All the working staff such as clerks, peons, accountants, cashier, technicians, salesmen and others will be appointed by the joint consent of the parties hereto and their wages and salaries and other emoluments will be fixed by mutual consent of the partieshereto.

12. Each of the Parties hereto shall-

(a) Participate and attend to the business of the Firm through their respective Managing Director or authorized representative for the time being to the greatest common advantage of theFirm.

(b) Be just and faithful to each other.

(c) Render true accounts and full information of all moneys affecting the Firm to theother,

(d) Indemnify the Firm for any loss caused to it by wilful negligence or fraud in the conduct of thebusiness.

(e) Attend to the business of the Firm diligently andactively.

(f) Not withdraw any amount for its own profit, benefit or use as remuneration or otherwise without the consent of theother.

(g) Be entitled to be indemnified by the Firm in respect of payment made and liabilities incurred by them in the usual and proper course of business of the Firm and in doing any act for protecting the Firm from loss inemergency.

13. All the tangible and intangible assets of the Firm including the goodwill, stock in-trade, benefit of business licenses and permits, benefits of contracts entered etc. In relation to the said business will belong to the Parties In equal shares and the property of the Firm shall be used by the parties exclusively for the business of thefirm.

14. Every party shall account for the profits earned from any transaction of the Firm or for the use of the property in business transaction of theFirm.

15. Any party hereto shall not, without the consent of the other and inrespect of or relating to the said partnership business,

(a) Submit any dispute with any other person to arbitration or compromise or relinquish anyclaim,

(b) Withdraw any suit or legal proceedings filed by theFirm,

(c) Admit any liability of theFirm,

(d) Acquire or dispose of any immovable or moveable property, except the stock In trade in the ordinary course ofbusiness.

(e) Assign or transfer Its share or any Interest in the Firm, (f) admit any person as a partner In theFirm,

(f) Borrow any moneys for or in the name of the Firm, or create any security or charge on the assets of theFirm,

16. The Parties shall open one or more accounts either current, saving or overdraft or cash credit with one or more banks as may be agreed upon by the Parties and the account or accounts will be operated by the Managing Director or other authorized representative of each of the Partieshereto.

17. If any party does not desire to continue the partnership or if any party goes Into winding up voluntarily or through Court, the other parties hereto will be entitled to take over the entire business together with all assets and subject to all liabilities at a valuation to be made through the Chartered Accountants of the Firm and the share of the former Party will be paid by instalments as may be agreed upon or decided byArbitration.

18. On the dissolution of the firm at the consent of all the parties the business of the partnership together with its assets and liabilities will be transferred to any of the desiring parties or will be distributed as may be mutually decided by the parties between themselves. The partnership will be dissolved and the dissolution will be effected In terms of the provisions of the Partnership Act,1932.

19. If any dispute or difference shall arise between the parties hereto touching the business of the Firm or interpretation of any provision hereof, or otherwise. However relating to the Firm and its business, the same shall be referred to arbitration of a common arbitrator if agreed upon failing which to three arbitrators one to be appointed by each party to the arbitration and the arbitration shall be governed by the Arbitration & Conciliation Act,1996.

20. The parties shall as early as possible but in any event within the prescribed period get the Firm registered under the Partnership Act, 1932 and the Income Tax Act.1961.

21. Nothing In this Deed shall be constrained to prevent or disable any party hereto to carry on any business in terms of Its Memorandum of Association anywhere except the business of the partnership and no partner shall be entitled to have any right or concern with the other business and internal management of theother.

22. This Deed is executed in triplicate and one copy will remain with the Party of the First Part and the other will remain with the Party of the Other Parts.

23. During the tenure of this Ramalayventure, if any internal dispute happens in any of the above mentioned three firms/companies, it shall not hamper the venture in any of the case.