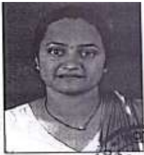
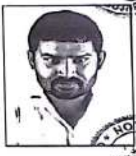


3. ASHA ASHOKKUMAR PATEL

4. RUPESH ARVINDBHAI SAVALIYA

5. ATUL VIRJIBHAI SAVALIYA



6. JITUBHAI VIRJIBHAI SAVALIYA

7. MANSUKHBHAI MOHANBHAI KHUNT

(e) The partners shall be entitled to increase or reduce the remuneration payable to the working partners subject to maximum limit herein as decided by partners, as mutually agreed by the partners at the end of the accounting year.

(f) Such amount of remuneration agreed to be paid to the working partners shall be credited to their respective capital at the end of the accounting year.

(g) The partners shall be at liberty to make personal withdrawals from time to time keeping in view the financial position of the firm and as mutual consent.

(h) Further that remuneration shall be divided and distributed amongst the partners in the following proportion :

	Name of Partners	Share in total Remuneration
1.	Harshadkumar Vinodchandra Patel	14.00 %
2.	Mansukhbhai Kanubhai Dobariya	13.00%
3.	Asha Ashokkumar Patel	15.00%
4.	Rupesh Arvindbhai Savaliya	15.00%
5.	Atul Virjibhai Savaliya	05.00%
6.	Jitubhai Virjibhai Savaliya	05.00%
7.	Mansukhbhai Mohanbhai Khunt	05.00%
8.	Jayantibhai Chhaganbhai Kathiria	05.00%
9.	Jigneshbhai Dhirubhai Savaliya	05.00%
10.	Pravinbhai Chhaganbhai Kathiria	05.00%
11.	Maheshbhai Nanjibhai Golakiya	07.00%
12.	Rameshbhai Vallabhbhai Akbari	06.00%
	TOTAL	100.00%

7. INTEREST ON CAPITAL

The funds contributed by the partners as capital and/or loans shall bear simple interest @ 12% per annum or at such rate as may be determined from time to time under Section 40(b) of the Income-tax Act. Similar interest shall be charged on the debit balance in the account of any partner. However, if the total income of the partnership as determined under the provisions of the Income-tax Act reflects a loss or is less than the amount of interest to be credited to the partners' accounts as mentioned hereinabove, then the interest to be credited to the partners' accounts shall be worked out at such reduced rate of interest as may be agreed upon by the partners with mutual consent.

8. MODIFICATION :

The partners shall be entitled to modify the above terms relating to the remuneration to working partners payable to the partners by executing a supplementary deed and any such deed when executed shall have an effect from first day of the respective accounting year in which such supplementary deed is executed, unless otherwise provided, and the same shall from part of this deed of partnership.

THE VARACHHA CO-OP BANK LTD
LAMBE HANUMAN ROAD
SURAT - 395 006

GUJ/SOS/AUTH/AV/137/2006

52320 SPL. ADH
183463 SEP 16 2014
11:59
Rs.0010000/- PB5162

STAMP DUTY GUJARAT

નામ W.I.N ENTERPRISE
રહેઠાણ Block No. 62, T.P.: 21, F.P. 21, ... Surat.

NOTARY K. D. BAGADIYA SURAT CITY (Guj.) Regd. No.707 Exp. Dt. 11-2-2015 GOVT. OF GUJARAT (INDIA)

NOTARIAL NOTARIAL NOTARIAL

PARTNERSHIP DEED

THIS PARTNERSHIPDEED made on 16th September, 2014 by & between

1. **HARSHADKUMAR VINODCHANDRA PATEL,** aged 40 Years, Occupation : Business, Hindu by Cast, Residing at 15, Shyamkrushna Row House, Mahadev Chowk, Satellite Road, Mota Varachha, Surat – 394101, hereinafter called the party of the First Part,

2. **MANSUKHBHAI KANUBHAI DOBARIYA,** aged 38 Years, Occupation : Business, Hindu by Cast, Residing at 38, Shanti Nagar Society, Nr. Sarthana Jakat Naka, Sarthana, Surat – 395006, hereinafter called the party of the Second Part,

3. **ASHA ASHOKKUMAR PATEL,** aged 36 Years, Occupation : Business, Hindu by Cast, Residing at B – 349, Kribhco Township, Hazira Road, Surat - 394515, hereinafter called the party of the Third Part,

4. **RUPESH ARVINDBHAI SAVALIYA,** aged 25 Years, Occupation : Business, Hindu by Cast, Residing at A-175, Vithal Nagar Society, Hirabaug, Varachha Road, Surat - 395006, hereinafter called the party of the Fourth Part,

5. **ATUL VIRJIBHAI SAVALIYA,** aged 35 Years, Occupation : Business, Hindu by Cast, Residing at 438, Shyamdham Society, Shyamdham Chowk, Puna – Simada Road, Punagam, Surat - 395010, hereinafter called the party of the Fifth Part,

JITUBHAI VIRJIBHAI SAVALIYA, aged 33 Years, Occupation : Business, Hindu by Cast, Residing at 438, Shyamdham Society, Shyamdham Chowk, Puna – Simada Road, Punagam, Surat - 395010, hereinafter called the party of the Sixth Part,

MANSUKHBHAI MOHANBHAI KHUNT, aged 35 Years, Occupation : Business, Hindu by Cast, Residing at 162, Mani Nagar Society, Nr. Sarthana Jakat Naka, Nana Varachha, Surat – 395006, hereinafter called the party of the Seventh Part,

8. JAYANTIBHAI CHHAGANBHAI KATHIRIA, aged 44 Years, Occupation : Business, Hindu by Cast, Residing at 13, Sardar Patel Park Society, Nr. SMC Godown, Parvat Patia, Surat - 395010, hereinafter called the party of the Eighth Part,

JIGNESHBHAI DHIRUBHAI SAVALIYA, aged 33 Years, Occupation : Business, Hindu by Cast, Residing at 15, Rupali Society, A. K. Road, Surat - 395008, hereinafter called the party of the Ninth Part,

10. PRAVINBHAI CHHAGANBHAI KATHIRIA, aged 38 Years, Occupation : Business, Hindu by Cast, Residing at 13, Sardar Patel Park Society, Nr. SMC Godown, Parvat Patia, Surat - 395010, hereinafter called the party of the Tenth Part,

11. MAHESHBHAI NANJIBHAI GOLAKIYA, aged 31 Years, Occupation : Business, Hindu by Cast, Residing at 78-79, Yamuna Darshan Society, Opp. Krishna Township, Satellite Road, Mota Varachha, Surat - 394101, hereinafter called the party of the Eleventh Part,

12. RAMESHBHAI VALLABHBHAI AKBARI, aged 47 Years, Occupation : Business, Hindu by Cast, Residing at A – 9, Purvi Society, Hirabaug, Varachha Road, Surat - 395006, hereinafter called the party of the Twelth Part,

WHEREAS all the partners have decided to carry on the business in the name and style of M/S WIN ENTERPRISE as per the following terms and condition:-

1. **COMMENNCEMENT:**
   That the partnership business shall be deemed to have commenced with effect from 01st September, 2014.

2. **DURATION:**
   The duration of the partnership shall be at will. In case any partner desired to retire from the partnership he/she shall be liberty to do so by giving notice in writing to the other partners.

3. **NAME & PLACE:**
   The business of the firm shall be carried on in the name and style of M/S WIN ENTERPRISE and the place of business shall be at "Kaverri Habitat", Block No. 62, T. P. Scheme No. 21 (Sarthana - Simada), F. P. No. 21, B/h Harekrishna Campus, Village: Simada, Tal : Surat City, Surat – 395006 and/or in such other name/or names or at such other place or places as the partner may from time to time unanimously agree upon.

   The partner shall also be entitled to open the branch or branches anywhere in India or in other countries as partners shall decide.

18. MATTERS NOT PROVIDED:

That with respect to any matters connected with affairs of the firm which is not specifically provided for here in the parties may make such agreement therefore and may set in such manner with regard their to as may be agreed upon be and between themselves.

19. RETIRMENT:

The death or retirement or expulsion or insolvency of any partner shall not dissolve the partnership as to the other partners.

20. DISSOLUTION:

In case of dissolution of the firm usual course of accounting and procedures will be followed for valuation of each of the party's share in the net properties of the partnership.

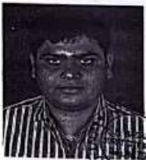
21. DEATH:

On the death of any partner his anyone son/representative shall be admitted as a partner in the place of deceased partner. The entire remaining partner shall mutually agree upon the anyone son/representative who shall be admitted as a partner.

22. The Indian Partnership Act, 1932 shall be applicable for the matters, which are not clearly stated in the deed of partnership.

IN WITNESS THEREOF the parties hereto have subscribed their signatures in the presence of witness on the day, month and year first herein above written.

SIGNED



H.V.Patel

1. **HARSHADKUMAR VINODCHANDRA PATEL**

Dobariya

2. **MANSUKHBHAI KANUBHAI DOBARIYA**

(c) Forthwith pay all monies, cheque and negotiable instruments received by him on account of the firm bank accounts.

(d) Be just and faithful to the other partners in all transactions relating to the partnership and at all time give to the partners full information and truthful explanations and accounts on all matters relating to the affairs of the partnership and afford every assistance in his power in carrying on the business of the partnership for their mutual advantage.

NO PARTNER SHALL WITHOUT THE PREVIOUS CONSENT OF THE OTHERS:

(a) Employ any of the moneys, goods or effects of the partnership or pledge the credit thereof except in the ordinary course of the business and upon the account or for the benefit of the partnership.

(b) Give any security or promise for payment of money on account of the firm except in the ordinary course of business.

(c) Draw, accept or endorse any bill of exchange, hundi, promissory note or other negotiable instrument on account of the firm.

(d) Enter into any bond or become bail or surely for any person or knowingly cause or suffer to be done anything whereby the partnership properly may be endangered.

(e) Assign, mortgage or charge his share in the partnership or the assets or profit of the firm or any part thereof or make any other person a partner with him therein.

(f) Compromise or compound or (except upon payment thereof if full) release or discharge any debt due to the partnership. Any partner committing any breach of the foregoing stipulations shall indemnify the others of them and the firm against all losses and expenses on account thereof.

(g) Product and policy of firm shall not be use in other personal business of partners and not to job work with others by partners for his personal business purpose.

BORROWING POWER

Partnership business needs more money and finance, the same can be borrowed from any Bank whether nationalized or Co-Operative or Private Bank or from any other financial institutions or from private parties as per mutual agreement.

ARBITRATION:

All disputes and questions whatsoever which shall either during the consistence of the partnership of afterwards arise between the partners or between one or more of them and the legal representative of other or others or between their respective legal representative touching this deed or the construction or application thereof or any clause or thing therein contain or any account, valuation or division of assets, debts or liabilities to be made hereunder or as to any other matter in anyway relating to the partnership business or the affairs thereof or the rights, duties or liabilities of any person under this deed shall be referred to arbitration under the provisions of the arbitration Act, 1940 or any statutory modification or reenactment thereof for the time being in force.

9. PROFIT SHARING :

The Net Profit and /or losses of the partnership business, after the payment of all expenses and other outgoings, including the capital profit or losses, if any, after making due provision of partners remuneration and interest on Partner's Capital shall be divided between partners in following proportion

No.	Name of Partners	Share in Profit & Loss
1.	Harshadkumar Vinodchandra Patel	14.00 %
2.	Mansukhbhai Kanubhai Dobariya	13.00%
3.	Asha Ashokkumar Patel	15.00%
4.	Rupesh Arvindbhai Savaliya	15.00%
5.	Atul Virjibhai Savaliya	05.00%
6.	Jitubhai Virjibhai Savaliya	05.00%
7.	Mansukhbhai Mohanbhai Khunt	05.00%
8.	Jayantibhai Chhaganbhai Kathiria	05.00%
9.	Jigneshbhai Dhirubhai Savaliya	05.00%
10.	Pravinbhai Chhaganbhai Kathiria	05.00%
11.	Maheshbhai Nanjibhai Golakiya	07.00%
12.	Rameshbhai Vallabhbhai Akbari	06.00%
	TOTAL	100.00%

10. BANK ACCOUNT :

The banking accounts of the firm shall be opened with such bank/banks and such accounts shall be operate by either severally or jointly by First & Second & Third Part of this Partnership deed and as the partners may mutually decide from time to time.

11. AUTHORITY FOR EXECUTION OF SALE DEED:

The entire Partner's of this Partnership Deed have agreed to authorized Mr. Mansukhbhai Kanubhai Dobariya to Sign, Seal and Execution of Sale Deed, Agreement for Sale and present and deal with sub Registrar office/Local Authority /Government/Semi Government and/or corporation for the execution of sale deed, Agreement for sale between the firm and proposed purchasers/customers.

12. ACCOUNTING YEAR :

The accounting year of the firm shall be the "Financial Year" ending on the 31st March of each year.

13. BOOKS OF ACCOUNTS :

a. Usual books of accounts shall be kept property posted up to date and shall not be removed from the place of business of the partnership without the consent of all the partners. All the partners shall have true access to the books of account of the partnership at all times and shall be at liberty to make such copies or extract there from as he may think fit.

b. At the end of the every an account shall be taken of all the capital, assets, debts and liabilities for the time being of the partnership and a Balance sheet and a profit & Loss account shall be prepared and signed by all the partner/any partner and a copy thereof furnished to each

14. EACH PARTNER SHALL:

(a) Diligently attend to the business of the partnership and faithfully engage himself therein.

(b) Punctually pay his separate debts and indemnify the other partners and the firm against the same and all expenses thereof.

ATURE OF BUSINESS:

(a) The partnership business shall be to carry on in India or else where in the world, with or without collaboration, to carry on business of Sale and Purchase of Land, Land Scapping, Develop, Built, Construct, Erect, Own, Operate, Maintain, Sell, Exchange, Transfer, Provide on lease or rental or hire purchase, establish, equip, agent, repair, renovate, rebuild, improve, dismantle, demolish, convert, infrastructure facility, amenities, services like roads, pipe lines, port, jetty, drainage, Residential and Commercial Buildings, complexes, development of Real Estate Industry, Trade and Commerce.

(b) The partners shall be entitled to carry on any other business, professibn, import/export Business and/or businesses as per their mutual consent.

(c) The partnership firm shall be entitled to acquire and takeover any business or undertaking carried on, upon or in connection with/without any land or business which the firm may desire to acquire as aforesaid or because interested in and the whole or any of the assets and liabilities of such business or undertaking and to carry on the same or to dispose or remove or put an end thereto.

APITAL:

apital required for the business shall be introduced by the partners as ıutually agreed upon

EMUNERATION:

he entire Partner's of this Partnership Deed shall be working partner in the rm and they will actively engage themselves in conducting the business nd affairs of the firm, they will be entitled to yearly remuneration as ollows:

(a) The yearly remuneration payable to the working partners as per Profit and Loss ration to the sum arrived at according to the computation as laid down in Sub clause (v) of clause (b) of section 40 of the Income Tax Act 1961 and as reproduced below

(i) On the First Rs. 300000 of the Book Profit or in the case of Loss Rs. 150000 or at the rate of 90% of the Book Profit whichever is more.

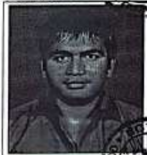
(ii) On the Balance Book Profit @ 60%

(b)The total remuneration as per section 40 (b) (v) calculated as above shall be paid to working partners in such as may be mutually agreed upon.

(c) For the purpose of the above calculation, the "Book Profit" shall have the meaning as defined under section 40(b)(v) of the Income Tax Act, 1961 or any statutory amendments thereof for the meaning being in force.

(d) If the amount of "Book Profit" determined as per the provisions of section 40(b)(v) of the Income Tax, 1961 reflects a loss and in such circumstances it is so decided by the partners as per mutual consent then the remuneration shall be credited / shall not be credited to the accounts of the working Partnèrs.

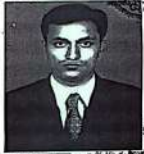
8. JAYANTIBHAI CHHAGANBHAI KATHIRIA



Jignesh.18

9. JIGNESHBHAI DHIRUBHAI SAVALIYA

NOTARY
K. D.
BAGADIYA
SURAT CITY (Guj.)
Regd. No.707
Exp. Dt.
11-2-2019
GOVT. OF GUJARAT (INDIA)

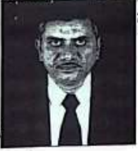


10. PRAVINBHAI CHHAGANBHAI KATHIRIA

ATTESTED CO

K. D. BAGADI
NOTARY
SURAT CITY (G
GOVT. OF GUJA

11. MAHESHBHAI NANJIBHAI GOLAKIYA



Reg.Sr.No 22024

17 SEP 2014

My Commission Expires
on 11-2-2019

12. RAMESHBHAI VALLABHBHAI AKBARI

IDENTIFIED BY