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..... 31442 8/9/89

..... P.A. Chaitanya Venkatesh, R/o. P.V.M. Road, Hyderabad

..... Satish Modi HUF R/o. M.C. Modi, Hyderabad

(Signature)
.....
.....
.....

AGREEMENT

This Agreement made and executed on this 8th day of September, 1989 by and between :-

1. Shri Satish Modi S/o. Late Shri Manilal Modi R/o. Plot No. 1065, Jubilee Hills, Hyderabad, aged about 45 years.
2. Shri Satishchandra Modi HUF represented by its Karta Shri Satish Modi S/o. Shri Late Manilal Modi, R/o. Plot No. 1065, Jubilee Hills, Hyderabad aged about 45 years.
3. Shri Satishchandra Modi HUF with Wife and Son Soham represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi, R/o. Plot No. 1065, Jubilee Hills, Hyderabad, aged about 45 years.
4. Shri Satishchandra Modi HUF with wife and Son Sourabh Modi represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi, R/o. Plot No. 1065, Jubilee Hills, Hyderabad, aged about 45 years.
5. Modi Discretionary Family Trust represented by its Trustee Shri Pramodchandra Modi S/o. Late Shri Manilal Modi, R/o.. 1-8-165, P.G. Road, Secunderabad, aged about 47 years.

AND

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4. Satish modi
5.
6. Satish modi

6. Modi Discretionary Trust represented by its Trustee Shri Satish Modi S/o. Late Shri Manilal Modi, R/o. Plot No. 1065, Jubilee Hills, Hyderabad, aged about 45 years.

HEREINAFTER referred to as parties of first part, second part, third part, fourth part, fifth part and sixth part respectively.

WHEREAS the parties of first part and second part were partners in M/s. Meera Industries a registered partnership firm having its office at 5-1-513, Hill Street, Secunderabad, till the end of business hours as on 31/03/1988 and thereafter retired from the said partnership vide Deed of Retirement dated 01/11/1988.

AND WHEREAS the parties of first part and second part have taken over the rights and obligations of this Partnership firm M/s. Meera Industries arising out of agreements dated 01/04/1984 and 13/10/1988 entered into by the said partnership firm with Seth Group in respect of construction business at Rasoolpura.

AND WHEREAS the parties of the third part to sixth part were partners in M/s. Patel Desai & Company (Prop: of M/s. Central India Engineering Co.), a registered partnership firm having its office at 4-3-161, Hill Street, Secunderabad, till the end of business hours as on 31/03/1988 and thereafter retired from the said partnership vide deed of retirement dated 01/11/1988.

AND WHEREAS the parties of the third part to sixth part have taken over the rights and obligations of the partnership firm M/s. Patel Desai & Co., arising out of agreement dated 01/04/1984, and 13/10/1988, entered into by the said partnership firm with Seth Group in respect of construction business at Rasoolpura.

AND WHEREAS, the areas developed under the above referred agreements dated 01/04/1984 and 13/10/1988 with Seth Group and which have been taken over by the parties hereto are adjacent to each other and for the purposes of mutual benefit and peaceful enjoyment of rights and discharge of obligations it has been decided to earmark the areas, rights and obligations of each of the parties hereto.

AND WHEREAS the parties hereto to are desirous of recording such agreement into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER :-

1. That the respective parties hereto have agreed to take over the rights and obligations arising out of agreement dated 01/04/1984 and 13/10/1988 with Seth Group as given in an enclosed statement which forms part of this agreement and which is more particular described in the enclosed statement showing rights taken over and forming part of agreement dated 01/11/1988, and plan which also forms part of this agreement.
2. That the parties hereto have agreed to take over the obligations under the above referred agreements as under.

OBLIGATION TAKEN

| Parties | Repayment of Tenants Rent Deposits etc. | Payment of Rent to Seth Group (Land Owner) |
|-----------------------|---|--|
| Party of the 1st part | 86,000/- - Co-Optex 19,470/- - Blue Star | 3,245.00 |
| Party of the 2nd part | 19,470/- - Blue Star | 3,245.00 |
| Party of the 3rd part | 11,700/- - Blue Star | 1,950.00 |
| Party of the 4th part | 11,700/- - Blue Star | 1,950.00 |

3. That the parties of fifth and sixth part who were partners in M/s. Patel Desai & Co., and having share in profit/loss of 1% each only have expressed their unwillingness to take over the rights and obligations

1. Satish Modi
2. Satish Modi
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6. Satish Modi

falling to their share and therefore have decided to give up its rights and obligation in favour of following parties for a consideration as given hereunderr ;

| In favour of | Given by | Amount of Consideration. |
|-----------------------|-----------------------|--------------------------|
| Party of the 3rd part | Party of the 5th part | 20,000/- |
| Party of the 4th part | Party of the 6th part | 20,000/- |

4. That the parties hereto who have taken over the rights and obligations have agreed with the present arrangement of assignment of monthly rent of Rs. 13,590/- in respect of portion tenanted by Blue Star Limited so as to ensure and secure timely payment of monthly rent to the Seth Group (Land Owner).

WITNESSES:

1.

Satish Modi
Sankar Arora

2.

P. K. Krishna
(P. Krishna)

PARTIES:

1.

Satish Modi
(Satish Modi)

2.

Satish Modi
(for S.M. Modi HUF
Karta)

3.

Satish Modi
(for S.M. Modi HUF
with Son Soham
Karta)

4.

Satish Modi
(for S.M. Modi HUF
with Son Sourabh
Karta)

5.

Satish Modi
(for S.M. Modi
Discretionary Family
Trust) Trustee

6.

Satish Modi
(for M.C. Modi
Discretionary Trust)
Trustee.

**STATEMENT SHOWING RIGHTS TAKEN OVER AND FORMING PART OF AGREEMENT
DATED 01/11/1988.**

| S.No. | Sec'bad Cantonment No | Undivided share of Land (in Sq. Mts) | Area (Sft.) | Present Tenant | Present monthly rent | Rights Taken over by | Remarks |
|-------|--|--------------------------------------|-------------|-----------------------|----------------------|--------------------------|---|
| 01 | 1-20-272/C, Ground Floor | 241.23 | 3,240 | RTC Pvt. Ltd. | 8650 HUF | Party of the Second part | - |
| 02 | 1-20-272/F, First Floor(Half Portion) | 50.25 | 675 | Vineeta Zhaveri | 1285 HUF | Party of the Second Part | - |
| 03 | 1-20-272/F, First Floor (Half Portion) | 50.25 | 675 | Vacant | HUF | Party of the Second Part | - |
| 04 | 1-20-272/G, Ground Floor, | 29.83 | 400 | Srikanth Steels | 1250 Satish Modi | Party of the First Part | - |
| 05 | 1-20-272/E, Ground Floor | 474.69 | 5000 | Co-optex | 13250 Satish Modi | Party of the First Part | - |
| 06 | 1-20-272/A, Ground Floor | 107.95 | 1450 | Shroff Enterprises | 3500 HUF with S1 | Party of the Third part | - |
| 07 | 1-20-272/B, Ground Floor | 77.80 | 1045 | Kalyani Beer & Wines | 2662.5 HUF with S2 | Party of the Fourth Part | - |
| 08 | 1-20-272/A, First Floor | 50.25 | 675 | Pasumarthy Industries | 828.5 HUF S1 | Party of the 5th part | The rights transferred to party of 3rd part for a consideration of Rs. 20,000/- |
| 09 | 1-20-272/A, First Floor | 50.25 | 675 | Pasumarthy Industries | 828.5 HUF S1 | Party of the 3rd part | - |
| 10 | 1-20-272/A, 1st Floor | 50.25 | 675 | Vacant | HUF S2 | Party of the 4th Part | - |
| 11 | 1-20-272/A, 1st Floor | 50.25 | 675 | Vacant | HUF S2 | Party of the 4th Part | Rights transferred to the party of the 4th part for a consideration of Rs. 20,000/- |