

*A cumulative Trust of Sobham
Beneficiary Master Sobham,*

"DEED OF TRUST"

THIS DEED OF SETTLEMENT entered into this the 6th day of November, 1980 by and between SHRI PROMODCHANDRA MAHILAL MODI of Secunderabad (hereinafter called the "SETTLOR") of the First Part and (1) SHRI RAHESH KANTILAL DESAI (2) SHRI KIRON CHIMANLAL MODI and (3) SHRI PRAKASH KADAKIA all of Secunderabad (hereinafter called the "TRUSTEES") of the Second Part;

WHEREAS, the party of the first part is absolutely seized and possessed of a sum of Rs. 1,001/- (Rupees One Thousand and One only) as his self acquired and separate property;

AND WHEREAS out of natural love and affection which the Settlor bears towards SONAM S. MODI SON OF SHRI SATISHCHANDRA M. MODI, minor whose birth date is 18-10-1969 (hereinafter called the "Beneficiary") and for the other diverse and good reasons made a gift and settled an amount of Rs. 1,001/- (Rupees One Thousand and One only) which the Trustees accepted and agreed to hold for the benefit of the Beneficiaries above named and subject to the terms and conditions hereunder set out;

1. This Settlement and Trust will be known as "S AND S COMBINE".

.....2.

2.

In this Trust the following terms, where the context admits, shall have the following meanings:-

(a) The Trust Fund means and includes -

- (i) Rs. 1,001/- (Rupees One Thousand and One only) as referred to above.
- (ii) All moneys, shares of all joint stock companies or any other properties as may from time to time receive including by gift(s) or otherwise, accumulations or accretions in the Original Trust Fund.
- (iii) The investment of the Trust Fund and the property or properties from time to time representing such investment and additions thereto or by part or parts (thereof).
- (iv) The income, profits, dividends, interest and accumulations of income including all right and/or bonus shares and other ~~rig~~ benefits advantages and acquisitions which may accrue from time to time.

(b) Beneficiaries means and include -

- (i) MASTER SOHAM SON OF SHRI SATISH MODI a minor whose birth date is 18-10-1969.
- (ii) His would be wife provided she is in existence as on the date of this Settlement.
- (iii) His child or children, natural or adopted.
- (iv) Hindu undivided family of which SOHAM would be KARTA on his marriage.

(c) Date of Distribution means the date of death of SOHAM or any earlier date, the Trustees may in writing appoint:

PROVIDED the Trustees may from time to time distribute or divide any part(s) of the Trust Corpus for distribution amongst the various beneficiaries in accordance with the provisions hereinafter specified.

3. The Trustees shall stand possessed of and shall hold the Trust Fund upon the Trust and with subject to the powers, provisions and declarations as hereinafter declared and contained concerning the same.

4.

Upon the Trust the Trustees shall -

(i) In the first place collect and recover dividends interests, rents and all incomes arising therefrom or by virtue of the investments thereof in any business or any trade of the Trust Fund from time to time (hereinafter for clarity's sake called the 'Income' of the Trust Fund) and from and out of the same, in the first place pay all costs, charges and expenses of management of the Trust Fund.

(ii) The balance of the net profits and income of the Trust Fund after defraying the aforesaid costs, charges and expenses, making provisions shall be subject to the following provisions and stipulations.

5.

(A) Until SOHAM attains majority or until the death of SOHAM whichever first happens;

To accumulate the whole residue of such income with the intent that such accumulations shall be added to the Trust Fund as defined in cl. 2(a) until SOHAM attains the age of Eighteen years which age he shall attain through on 18-10-1987 or the death of the said SOHAM which ever shall first happen and after the expiration of the above named period, the Trustees shall deal with the net income and dispose of the Trust Fund as hereinafter stated.

(B) After the said SOHAM attains majority, the net income shall be divided, distributed and/or paid over as hereinafter provided;

- (i) Till he remains unmarried -
To him 100%
- (ii) As from the date he gets married till the day his child attains the age of one year;
His wife provided she stays with him 50%
H.U.F. of which SOHAM is KARTA 50%
- (iii) As from the date SOHAM has a child over the age of one year to a date his second child attains the age of one year;
His wife..... 1/3 rd.
Such child 1/3 rd.
H.U.F. of which SOHAM is KARTA 1/3 rd.
- (iv) As from the date SOHAM has more than one child over the age of one year; H.U.F. and such children, then living all EQUALLY.

PROVIDED the share of son(s) shall be always double that of daughter(s); (ii) share of daughter shall cease on her marriage and (iii) share of the son shall be shared equally by such son and his issue or issues other than his married daughters.

6. The Trustees may pay over the share of income to the beneficiaries or spend or expend on their education, maintenance, marriage, medical help or in case of any other need or necessity or may accumulate.

(ii) For the purpose of cl. 5(B) if any of the beneficiary dies before the distribution or appointed day of distribution, his/her share be paid over to his/her legal heirs according to the Hindu Law of Succession.

7. On the Date of Distribution or any earlier appointed date the Trust Fund shall be divided equally between male issue of SOHAM and if he has only one male issue, then to him absolutely;

(ii) If SOHAM does not have any male issue, then to his unmarried daughters equally and if he has only female issue, then to her absolutely;

(iii) If SOHAN dies before attaining majority or unmarried or issues less then the Trust Fund shall be divided or distributed amongst his brother or brothers and unmarried sister or sisters then living all equally.

(iv) In case of failure of any of the aforesaid contingencies, then amongst public Charitable Trust or Institution income and wealth whereof is not taxable under the provisions of Direct Tax law.

8. The Office of the Trust shall be at 5-8-187/3 and 4, Karbala Maidan, Secunderabad or at such other place or places as the Trustees may decide from time to time.

9. (a) The Trustees shall have the power either to join as partners in any firm or firms and/or to carry on any business or business for and on account of the Trust established by this Deed such power amongst other may be taking up and conducting brokerage or sub-brokerage business, selling agency, in such name or names as the Trustees may in their collective wisdom think fit and proper. They may close, restart any such business and utilise the profits derived therefrom for all or any of the objects aforesaid. The Trustees will have the power to control, conduct and management of business and to do all such acts, Deeds and things as they may consider necessary or expedient and in particular at their discretion to appoint, or suspend such agents, managers, secretaries, officers, Clerks, servants and any other person or persons for permanent, temporary or special services as they may from time to time think fit. Such persons may be paid remuneration as the Trustees may think fit and proper.

(b) The Trustees shall hold immovable property or any interest in such properties comprised in the Trust Fund with power to sell the same, with power to postpone the sale thereof or of any part thereof for such period as they shall think fit and shall hold all other investments comprised in the Trust Fund as they think fit either to retain the same in the existing state thereof for such period as they shall think fit or to sell the same or any part thereof.

(c) The Trustees shall hold the net proceeds of any sale of investment or investments comprised in the Trust Fund and all other moneys held or received by them as Capital money, upon Trust to invest the same as they think fit in any investments of any nature hereby authorised.

(d) The Trustees shall have power to vary or transpose any investments so made for or into any other investment of any nature hereby authorised.

(e) The Trustees may pay out of the Trust Fund and the income of the Trust such losses, damages, costs, charges, and expenses as they may incur, sustain or be liable for in such business or otherwise as Trustees may think fit.

10. That Trustees shall have the following powers:-

(a) To pay the ground rent, municipal taxes and all other taxes, insurance premium, maintenance charges, calls on shares and all other outgoings in respect of the Trust Fund.

(b) To pay all other charges and expenses and salaries of employees that may be incurred by the Trustees for collection of rents, dividends, keeping accounts for the management of the Trust Fund or for managing business, trade or any interest thereof;

(c) To make all repairs, additions and alterations as may be deemed necessary or expedient by the Trustees in respect of any immovable property or properties, ownership flats, sheds or blocks in Industrial Estates, comprised the Trust Fund or acquired or received subsequently and pay all costs, charges and expenses thereof;

(d) To raise or borrow moneys required for the purpose of any of the objects of the Trusts or carrying on the business authorised by these presents, for carrying out any repairs additions, alterations etc., to any immovable property or properties, ownership flats, sheds or blocks in Industrial Estates for the time being and from time to time belonging to the Trust Fund. To mortgage, hypothecate or pledge of the Trust Fund or any part thereof, or with or without any security and at such rate of interest and on such terms and conditions as the Trustees may think fit proper and expedient.

(e) To sell all or any portion or portions of the Trust Fund either by public auction or by private contract on such terms and conditions relating to title or otherwise in all respect as they may think fit and proper and to resell the same without being answerable for any loss occasioned thereby and for that purpose to sign, execute all the necessary conveyance, transfer and other deeds and assurances and to pass valid and effectual receipts and discharges for all the moneys received by them.

(f) To appoint any one or more persons by a power of attorney or powers of attorneys to act for him, her or them for looking after the affairs and interests of the Trust herein contained.

(g) The Trustees may carry on any business in partnership with any person, firm or company. For that purpose they may execute such Deed or Deeds containing such terms and/or provisions as the Trustees may think fit and they may retire from or dissolve any such partnership. They may invest any Trust Fund as capital in or as loans, advances to any such partnership without interest or at such rate of interest as they may think fit. They may also execute any guarantees, indemnities or bonds in course of or for the purpose of the business of the Trust and/or in connection with or for the purpose of the business of any such partnership. The Trustees may exercise all such powers as they have as if they alone carried on such business. The Trustees may nominate any one of them to be a partner in such partnership for and on behalf of this Trust though stensible such nominee may appear in such partnership as a partner in his or her individual name the Trustees, shall as the Trustee out of the Trust Fund be bound to indemnify such nominee against all losses, damages, expenses and all liabilities which such nominee may incur or sustain as a partner in such partnership and such nominee shall have recourse to the Trust for full indemnification.

11. The Trustees shall invest the Trust Fund and the net amount realised on sale of the Trust Fund or investments or any portion or portions of the Trust Fund and the income, accumulations of income or appreciation of the Trust Fund with all convenient despatch in any one or more of the following investments at any place or places in the Union of India with liberty to sell, vary, transpose and convert the same from time to time.

(a) To invest the Trust Fund or any part thereof and the income of the Trust Fund in any firm, company or Corporation on such terms and conditions as they may think fit and proper.

(b) To invest the Trust Fund or any part thereof on the mortgage, whether legal or equitable, of immovable property or properties whether free hold or lease hold nature or any other interest in such properties on such terms and conditions as the Trustees may think fit and proper.

(c) To invest the Trust Fund or any part thereof into any contributory mortgage along with other properties.

(d) To invest the Trust Fund or any parts thereof in purchase of any immovable property or properties whether of freehold or leasehold tenures and/or blocks in Industrial Estate on such terms and conditions as the Trustees may think fit and proper.

(e) To invest the Trust Fund or any part thereof in purchase of shares, preference, equity or any other type debentures, bonds convertible or not of any limited company or corporation whether public or private.

12. (a) Where the Trustees are authorised hereby or by law to pay or apply moneys for any purpose or any manner they shall have power and authority to raise the money or finance required by sale, conversion, calling in or mortgage, or otherwise with or without giving security of all or any part of the Trust Fund in such manner as they think fit.

(b) The Trustees may if they consider it fit or necessary the payment of money and the performance of obligations, to give indemnities and may charge deposit or otherwise encumber the whole or any part of the Trust Fund or assets and security for any such guarantee or indemnity.

13. The Trustees may instead of acting personally employ and pay any agent whether a Solicitor, Banker, Stock-broker or other person to transact any business or do any act required to be transacted or done in the execution of the Trusts thereof including the receipts and payment of money and shall be entitled to be allowed and paid all charges and expenses so incurred and shall not be responsible for the default of any such agent, if employed in good faith.

14. Where the Trust Fund includes any immovable property or the proceeds of sale of any immovable property (such immovable property being in this clause referred to as 'the land').

(a) The Trustees may lease the land or any part thereof for any purpose whatsoever and whether involving sale or not, and for any terms whatsoever and either wholly or partly in consideration of a rent (whether fixed or variable) or the erection, repairs or any agreement to erect, improvement or repair or building on the land and may accept (with or without consideration) a surrender of any lease of the land or interest in such land or structures thereon or any part thereof

(b) The Trustees may in executing any Trust or powers of sale to sell the land or any part thereof either wholly or partly in consideration of an annual sum payable either in perpetuity or for any term (whether definite or indefinite) and being either reserved out of the land sold or secured in such other manner as the Trustees shall think fit.

(c) The Trustees may in executing any Trust or powers of sale or leasing;

- (i) sell or lease any part of the land;
- (ii) sell or lease or reserve any assessment for right or privilege over the land or any part thereof;
- (iii) sell or lease or reserve any timber or mines or in or under the land or any part thereof together with any assessments, rights or privileges or cutting or working (as the case may be) and carrying away the same respectively or otherwise incidental to or connected with forestry or mining (as the case may be);
- (iv) impose and make binding for the benefits or any part of the land sold or leased any restriction or stipulations as the user or otherwise affecting any part of the land retained;
- (v) accept in exchange for the land or any part thereof to be sold or leased (either with or without any money paid or received for or the exchange) any other immovable property or any lease thereof;
- (vi) enter into any contract or grant any option of sale or leasing of the land or any part thereof otherwise for the exercise by the Trustees of any of the foregoing powers of this Paragraph.

(d) The Trustees shall not be bound to see nor be liable or accountable for omitting or neglecting to see to the repairs or insurance of any buildings on the land or to payment of any outgoings in respect thereof but may pay any such outgoings and insurance of any such buildings in such manner and to such extent as they shall think fit.

(e) The Trustees may from time to time expend money comprised in the Trust Fund in erecting, demolishing and rebuilding and making alterations and improvements to any building on the land or any part thereof (including the provisions and instalations of fixtures whether by way of replacement of absolute or worn out fixtures or otherwise) to such extent and in such manner as they shall think fit and any certificate in writing of any Architect or survey or employed by the Trustees to the effect that any work specified in such certificates is or includes or alteration or on improvement to any such buildings shall be conclusive between the Trustees and the persons interested hereunder and that any money expend on such work has been properly expended in exercise of this power.

15. The Trustees may accept or make any gift, donation or contribution in cash, shares, any movable or immovable property or properties for the objects of the Trust herein contained upon such terms and conditions as they may think fit and proper. Any such gifts, donations or contribution so received shall be held by the Trustees as an accretion to the augmentation of the Trust Fund and the money or other property received by way of such gift and the future income therefrom shall be held in the like Trusts in all respect as are herein contained and are applicable to the Trust and the income of the Trust Fund shall be subject to the same. Other powers and provisions as are contained in these presents shall be applicable thereto as if such money or property had formed part of the Original Trust Fund.

16. The receipt in writing of any of the Trustee for the time being of these presents for any cash, interest, dividend or income or corpus of the Trust Fund and for the purchase price of any shares, securities etc., or any moveable or immovable properties for the Trust Fund hereby authorised to be sold or for any stocks, funds, shares and securities or for any require and every such newly appointed Trustee(s) before as well as after such vesting of the Trust of Estate, act or assist in executing the Trust and powers of these presents as fully and affectually as if he had been constituted as a Trustee, provided however, that upon such appointment of such Trustee, or Trustees aforesaid the number of Trustees may be augmented or reduced so that the total number of Trustees for the time being, for these presents, shall not be reduced below two or increased above five.

17. The Trustees for the time being of these Presents shall be respectively chargeable only for such moneys stocks, funds and securities as they shall respectively actually receive, notwithstanding their respectively signing any receipt for the sake of conformity. They shall be answerable only for their own acts, receipts and neglects and defaults and not for those of each other nor for any Banker, broker or to other person with whom or into whose hands any Trust moneys and securities may come or be deposited or given nor for the unsufficiency or deficiency or any stocks, shares funds or securities nor for any other loans unless the same shall be happen through their or his or her wilful default or defaults or neglect respectively;

18. (a) It shall be lawful for the Trustee or Trustees for the time being of these presents to reimburse themselves or himself or herself or and charge out of the Trust Fund all costs, charges and expenses incurred by them in or about the execution of the Trust and powers of these presents.

(b) Any Trustee for the time being a Solicitor or any other person engaged in any profession shall be entitled to charge and be paid all usual professional fees and charges ment by him.

19. The Trustees may pay during the minority of the beneficiaries any income or capital to be paid or payable for the beneficiary or applicable under the Trust thereof to his parent or guardian for the benefit of such minor, without seeking to the application thereof.

20. (i) The Trustees may appoint one of their members as a Chairman of the Board of Trustees. In case of tie he shall have a casting vote.

(ii) The minimum number of Trustees shall be two and maximum number of Trustees shall be five.

(iii) Any Trustee by giving notice in writing resign from Trusteeship. Such resignation shall raise effect from due date agreed to or thirty days whichever is earlier.

(iv) Any Trustee, if remaining out of India for more than six months shall not disqualify him for being a Trustee of these PRESENTS.

(v) Any Trustee for the time being or appointed subsequently shall not be disqualified on account of his being one or sole beneficiary under the terms, conditions, provisions and stipulations contained in these Presents.

(vi) The provisions of Sec. 47 of Indian Trust Act, 1882 i.e., Trustees cannot delegate shall not apply.

21. The Trustees shall have full power(s) to file and defend, suits, appeals, applications etc., to declare, sign verify all plaints, written statements, memos of appeal, cross objections, applications, affidavits, etc., and to accept written of summons, notices etc., and to appeal at any place or places in Union of India before any account, Income Tax Tribunals, Customs Officers, Assistant Collector of Customs, Port Officer, Municipal Officers and any other officers or officer and before Tribunal and before Registrar or Sub-registrar of Assurances at any places in the Union of India and to present and lodge documents or document for registration and to admit execution thereof and to compound all actions, suits and other proceeding and differences, disputes and demand for arbitration and to adjust and approve and settle all documents relating to the Trust Fund and to execute all release and discharge and to do all other things relating thereto.

22. The Trustees shall open and maintain either in the name of the Trust or in their joint names current account saving account and overdraft account with any schedules bank or banks. All moneys received by the Trustees on account of the Trust shall be deposited on receipt thereof to the credit of such amount or accounts provided that the Trustees may retain in their hands any amount for current expenses and may retain as they may in their absolute discretion think fit and proper. Such account may be operated upon by any one of the Trustees.

23. This Trust fund shall remain IRREVOCABLE.
IN WITNESSEWHEREOF the parties hereto have set their hands this day and year herein above mentioned.

SIGNED AND SEALED AND DELIVERED
by the within named "SETTLOR"
SHRI PRMODCHANDRA MANILAL MODI
SON OF SHRI MANILAL MODI in the
presence of Mr. S.K. Desai
Surbodh - K. Desai

SIGNED, SEALED AND DELIVERED
by the within named "TRUSTEES"
1. SHRI MAHESH KANTILAL DESAI
2. SHRI KIRON CHIMANLAL MODI
3. SHRI PRAKASH KADAKIA
in the presence of U. Narasing Rao

Mahesh Desai
Kiron Modi

Narasing Rao

Prakash