P.M. MODI COMMERCIAL COMPLEX

LIST OF TITLE DOCUMENTS:

- 1. Affidavit by heirs of P. M. Modi dated 6th May 2002
- 2. Affidavit by Mrs. Jayashree Parikh dated 16th April 2002
- 3. Sale Deed No. 692/65 dated 31-03-1965 for 2100 sq. yards of land
- 4. Agreement dated 4th November 1978 between Pravinchandra Modi & Kusum P Modi and others
- 5. Agreement dated 4th November 1978 between Pravinchandra Modi & Kusum P Modi and others
- 6. Lease Deed No. 2331/79 dated 6th August 1979 between Pravinchandra Modi & Kusum P Modi and others
- 7. Deed of transfer of trust property from trustees to beneficiary dated 31/03/1989 by Pravinchandra Modi and others in favour of Kusum P Modi
- 8. Supplementary agreement dated 6th May 1993 between Pravinchandra Modi and Omprakash Modi and others
- 9. Last will and testiment dated 5th November 1999 by Pravinchandra Modi
- 10.Trust deed No. 32/2001 dated 27th March 2001 executed by Shri Omprakash Modi and Smt. Supriti H Gandhi



Touche modi B.P 23 1 S **AFFIDAVIT**

■.V.L. No. 26/98, R. No. 32/2009 CITY CIVIL COURT SECUNDERABAD

I, OMPRAKASH P.MODI, son of Late Shri. Pravinchandra M.Modi, aged about 38 years, Occupation: Business, resident of, Hyderabad as an individual and also as

- Managing Trustee of Pravinchandra Modi Family Trust (i)
- (ii) Surviving legal heir of Late Shri. Pravinchandra Modi
- (iii) Karta, Co-parcener & Member of Pravinchandra Modi HUF.
- (iv) Lessee
- (v) Natural parent & guardian of Master Ashkay O.Modi
- (vi) Natural parent & guardian of Miss Komal O.Modi
- (vii) Trustee of Sidha Yoga Trust

AND

AJAY KUMAR P.MODI, son of Late Shri. Pravinchandra M. Modi, aged about 34 years, Occupation: Business, resident of Hyderabad as an individual and also as

- Surviving legal heir of Late Shri. Pravinchandra Modi (i)
- (ii) Co-parcener & Member of Pravinchandra Modi HUF.
- (iii) Lessee
- (viii) Natural parent & guardian of Miss Sneha A. Modi

AND

SUPPLY H.GANDHI, wife of Sri Hridoy Gandhi, aged about 41 years, Occupation: House wife,

resident on E, Raag Darbar, Sterling Road, Chennai as an individual and also as

Managing Trustee of Pravinchandra Modi Family Trust

Surviving legal heir of Late Shri. Pravinchandra Modi

Co-parcener & Member of Pravinchandra Modi HUF.

Lessee

Natural parent & guardian of Miss. Heeral Gandhi

Trustee of Sidha Yoga Trust

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AND

KUSUM P.MODI, wife of late Shri. Pravinchandra M.Modi, aged about 61 years, Occupation: Housewife, resident of 6-3-344, Road No. 1, Banjara Hills, Hyderabad as an individual and also as

- (i) Surviving legal heir of Late Shri. Pravinchandra Modi
- (ii) Co-parcener & Member of Pravinchandra Modi HUF.
- (iii) Lessee
- (iv) Sole beneficiary of Pravinchandra Modi Discretionary Family Trust

AND

PARUL O. MODI wife of Omprakash Modi aged about ____ years, Occupation: Housewife, resident of 8-3-1084/1, Srinagar Colony, Hyderabad as an individual and also as

(i) Beneficiary of Pravinchandra Modi Family Trust which is constituted by virtue of Last Will and Testament dated 05.11.1999

AND

SMITA A. MODI, wife of Ajaykumar Modi aged about years, Occupation: Business, resident of 6-3-344, Banjara Hills, Hyderabad as an individual and also as

(i) Beneficiary of Pravinchandra Modi Family Trust which is constituted by virtue of Last Will and Testament dated 05.11.1999

AND

SUSHIL H. GANDHI, daughter of Sri Hridoy Gandhi, aged about years, Occupation: Student, resident of 2 E, Raag Darbar, Sterling Road, Chennai as an individual and also as

(i) Beneficiary of Pravinchandra Modi Family Trust which is constituted by virtue of Last Will and Testament dated 05.11.1999

DO HEREBY JOINTLY AND SEVERALLY SOLEMNLY STATE AND CONFIRM ON OATH AS UNDER

- 1. That we, along with Jayshree H. Parikh, either in our individual capacity and/or in all representative capacities including as stated above are the only absolute/beneficial owners of and/or having subsisting interest in/over immovable property called P.M.Modi Commercial Complex situated at the corner of the Hussain Ring Road known as Karbala Maidan bearing Municipal No.5-4-187/6/5/9, Secunderabad.
- 2. That the above said immovable property was owned by Shri, Pravinchandra Modi.
- 3. That Shri. Pravinchandra Modi as a Lessor during his life time has entered into two agreements both dated 04.11.1978, a Lease Deed dated 06.08.1979 and a Supplementary Agreement dated 06.05.1993 in respect of P.M.Modi Commercial Complex.
- 4. That under the above referred agreements following are the seven lessees
 Shri. Omprakash P.Modi, Shri. Ajay Kumar P.Modi, Smt. Supriti H. Gandhi, Smt. Jayshree
 H.Parikh, Smt. Kusum P.Modi, Pravinchandra Modi HUF & Pravinchandra Modi
 Discretionary Family Trust.
- 5. That the said Shri. Pravinchandra Modi died on 20.12.1999.

That under a Last Will and Testament dated 05.11.1999 the said Shri. Pravinchandra Modi has, MAR. interalia, bequeathed all his rights, claims, ownership etc. over P. M. Modi Commercial Complex to Pravinchandra Modi Family Trust, a Trust created under the Will.

That on prakash Modi and Supriti Gandhi are appointed as Managing Trustees of NOTAR Praying handra Modi Family Trust under the above referred Will and they are given the powers to frame the rules and regulations for the management of Trust. Accordingly both the Managing Trustees have drawn up and executed a Trust Deed dated 27.03.2001 and is registered as By Gov Decement No.32/2001 with the office of Sub-Registrar Vallabhnagar, R.R.Dist on 28.03.2001.

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- 8. That the beneficiaries of above referred Pravinchandra Modi Family Trust, are Shri. Omprakash P.Modi - 20%, Shri. Ajaykumar P.Modi - 10 %, Smt. Suprithi H. Gandhi - 5 %, Smt. Jayshree Parikh - 5%, Smt. Parul O.Modi - 5%, Smt. Smita A. Modi - 5%, Miss. Heeral Gandhi - 5%, Miss. Sushil Gandhi - 5%, Master Akshay O.Modi - 5%, Miss Komal O.Modi - 5%, Master Sanath Parikh - 5%, Miss Sneha A.Modi - 5% and Sidha Yoga Trust - 20%.
- 9. That Omprakash Modi and Supriti Gandhi, the Managing Trustees under the Registered Trust Deed dated 27.03.2001 has, inter-alia, all the powers in them to hold, sale, mortgage, transfer or deal with the properties devolved upon the Trust in the name of the Trust and in the interest of Trust.
- 10. That we jointly and severally undertake in individual capacity and/or in all representative capacities and/or as beneficiaries of the Trust not to question/challenge in any manner the powers of the Managing Trustees of the Pravinchandra Modi Family Trust to hold, sale, mortgage, transfer or deal with the properties devolved upon the Trust.
- 11. That we are making this affidavit in our individual capacities and/or in all other representative capacities and/or as beneficiaries and/or surving legal heirs etc. so as to give the true and correct recitals as to the flow of title, claims, rights etc. of whatsoever nature in respect of P. M. Modi Commercial Complex
- 12. That we hereunder give a true and correct recitals as to the flow of title, claims, rights etc. of whatsoever nature in respect of P. M. Modi Commercial Complex.
 - Shri. Pravinchandra Manilal Modi owns all that portion of land admeasuring 2100 Sq. Yards forming portion of the land known as Karbala Maidan by virtue of Sale Deed dated 31.03.1965 executed by M/s. Barman Brothers, a firm registered under the Partnership Act and registered as Document No.692 of 1965 in Book No.I in the office of Sub-Registrar, Secunderabad.
 - Shri. Pravinchandra Modi during the years of 1965 to 1978 constructed, as per plans sanctioned by the Hyderabad Municipal Corporation (Secunderabad Division) a structure having a part basement of approximately 2600 Sq. ft. and a Ground Floor having a plinth area of approximately 7000 Sq. Feet on the part of the land referred above.
 - Shri. Pravinchandra Modi later on got building plans sanctioned by the Municipality for further constructions i.e. of a basement (part) and ground (part) and three upper floors on the rest of the above referred land.
 - The P.M.Modi Commercial Complex is constructed after obtaining necessary sanctions from M.C.H. from time to time.
 - The owner Shri. Pravinchandra Modi, under a Notarised Agreement dated 4th day of November 1978 and under a Supplementary Agreement dated 04.11.1978 has granted lease to seven lessees named therein entitling them, inter-alia, to let out the structure that may be constructed by them and also to assign their interest in the Leased Premises.
 - The owner Shri. Pravinchandra Modi has later on under a Lease Deed dated 06.08.1979 registered as document No.2331/15 with the Sub-Registrar, Secunderabad granted Lease to seven lessees named therein entitling them, inter-alia, to let out the structures that may be constructed by them and also to assign their interest in the Leased Premises.

In the above referred registered Lease Deed dated 06.08.1979 reference of earlier two agreements both dated 04.11.1978 is inadvertently not been given. However the seven lessee and terms and conditions contained in the two agreements both dated 04.11.1978 Ad in the registered Lease Deed dated 06.08.1979 are the same.

of the seven lessees named under the Lease Deed dated 06.08.1979, one of the lessee namely Pravinchandra Modi Discretionary Family Trust has under a Deed ransfer of Trust Property from Trustees to Beneficiary dated 31.03.1989 transferred, inter-alia, its 1/7th share in P. M. Modi Commercial Complex unto the beneficiary Smt. Kusum P.Modi.

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- (i) The above Lease Deed dated 06.08.1979 was for a minimum initial period of 5 years from the date of agreement with an option to the Lessees to renew the lease as under:
 - (i). For a further period of 5 (five) years
 - (ii) For a further period of 10 (Ten) years thereafter
 - (iii) For a last period of 10 (Ten) years thereafter
- (j) During the currency of the Lease Deed, a Supplementary Agreement dated 06.05.1993 is entered into where in the terms and conditions of earlier Lease Deed dated 06.08.1979 are supplemented by adding further clauses. Under this agreement all the seven Lessees have given up their rights, claims, interest etc. of whatsoever nature in consideration of Lessor (i.e. Shri.Pravinchandra Modi) agreeing to give 70% of the sale consideration that may be received on sale of various portions/premises in P. M. Modi Commercial Complex from time to time.
- (k) Under the above referred Supplementary Agreement dated 06.05.1993, Pravinchandra Modi Discretionary Family Trust has continued to be one of the lessee though its 1/7th right arising out of the Lease Deed dated 06.08.1979 has already been given to the beneficiary Smt. Kusum P.Modi under a Deed of Transfer of Trust Property from Trustee to Beneficiary dated 31.03.1989.
- (1) After the execution of Deed of Transfer of Trust Property from Trustee to Beneficiary dated 31.03.1989, the said Pravinchandra Modi Discretionary Family Trust has no rights of whatsoever nature through its name has been inadvertently included in the Supplementary Agreement dated 06.05.1993 instead that of Smt. Kusum P.Modi.
- (m) The above Lease has been renewed from time to time by the Lessees and the terms and conditions of the Lease Deed dated 06.08.1979 and Supplementary Agreement dated 06.05.1993 are subsisting and valid on the day of this affidavit
- (n) The owner and the Lessor Shri. Pravinchandra Modi died on 20.12.1999.
- (o) Shri. Pravinchandra Modi under his Last Will and Testament Dated 15.11.1999 has bequeathed, inter-alia, his share and rights as given below in P.M.Modi Commercial Complex, Karbala Maidan, M.G.Road, Secunderabad to "Pravinchandra Modi Family Trust".
 - (i) 2600 Sq. ft in Cellar and 7000 Sq. Ft. in the Ground Floor with proportionate undivided share in the land;
 - (ii) 30% share in the unsold portion of remaining Cellar and Ground Floors, and
 - (iii) 30% share in the unsold portions of First, Second and Third floors.
- (p) The absolute ownership rights of Shri. Pravinchandra Modi in respect of P. M. Modi Commercial Complex on his demise on 20.12.1999, thus got devolved upon Pravinchandra Modi Family Trust.
- (q) By virtue of Last Will and Testament dated 15.11.1999 read together with Supplementary Agreement dated 06.05.1993 the title and the absolute ownership of P. M. Modi Commercial Complex vests with Pravinciandra Modi Family Trust. However under a Supplementary Agreement dated 06.05.1993 the consideration for sale of various portions/premises in P. M. Modi Commercial Complex is required to be shared between Shri. Pravinchandra Modi Family Trust on the one hand and seven lessees collectively on the other hand in the ratio of 30:70 respectively as given in detail hereunder:

Cantrakash Modi

Aishumar Modi

NOTARY Suprii H. Gandhi

Jaystree H. Parikh

Kusam P. Modi

Laputi Gandhi

Rusu n. P modi

Bush n. P modi

Suprii H. Gandhi

Rusu n. P modi

- 13. That the apportionment amongst us of sale proceeds of various portions/premises in P. M. Modi Commercial Complex that may be sold from time to time is purely an internal arrangement and none of us will raise any objection or claim against third parties/buyers/prospective purchasers for non apportionment/non receipt of the sale consideration for whatever reason in accordance with above given ratio
- 14. That we jointly and severally undertake to indemnify buyers of the portions/premises in P. M. Modi Commercial complex in respect of any claims, all losses, expenses and cost including court cost to which the buyer may be put on account of non apportionment/non receipt of sale consideration amongst ourselves in accordance with the above given ratio.
- 15. That we jointly and severally undertake to indemnify buyers of portions/premises in P.M.Modi Commercial Complex at all times in respect of all losses, expenses and costs including court costs to which the buyer may be put on account of all or any of the recitals contained herein being false, incorrect; or on account of the breach of all or any of the covenants contained or on account of any one else claiming any right, title or interest in the premises sold; or on account of any let or hindrance to the buyer in the enjoyment of the premises.

Omprakash P. Modi (DEPONENT)

Ajaykumar P. Modi (DEPONENT)

Supriti H.Gandhi (DEPONENT)

KUSUm. P moni. Kusum P.Modi (DEPONENT)

Parul O. Modi (DEPONENT)

Smita A. Modi

(DEPONENT)

Sushil H. Gandhi (DEPONENT)

I, OMPRAKASH P. MODI, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

igned and verified on this 1st day of March 2002

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(DEPONENT)

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contents are true to the best of my knowledge.
Signed and verified on this 1st day of March 2002
(DEPONENT)
I, SUPRITI H. GANDHI, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.
Signed and verified on this and the state of March 2002
Supuli Gandlii (DEPONENT)
I, KUSUM P. MODI, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.
6 H) may Signed and verified on this to the state of March 2002 Vily
LUSYMI P MODI.
I, PARUL O. MODI, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.
Signed and verified on this 15 day of March 2002
(DEPONENT)
I, SMITA A. MODI, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.
Signed and verified on this 1st day of Murch 2002
(DEPONENT)
I, SUSHIL H.GANDHI, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.
Signed and verified on this 1 day of March 2002
(DEPONENT)
ATTESTED ATTESTED MM 2001

B.Com. LL.B. ADVOCATE & NOTARY GHATKESAR RANGA REDDY DIST.



AFFIDAVIT

I, JAYSHREE H.PARIKH, wife of Shri. Himanshu Parikh, aged about 36 years, resident of 34622 S, 93 St., MILWAUKEE W.I. - 553227, USA, as an individual and also as

- Surviving legal heir of Late Shri. Pravinchandra Modi
- Co-parcener & Member of Pravinchandra Modi HUF. (ii)
- (iii) Lessee
- Natural parent & guardian of Master Sanath Parikh

DO HEREBY SOLEMNLY STATE AND CONFIRM ON OATH AS UNDER

- 1. That I, along with Omprakash P. Modi, Ajaykumar P.Modi, Supriti H.Gandhi, Kusum P. Modi, Parul O. Modi, Smita A. Modi and Sushil H. Gandhi, either in our individual capacity and/or in all representative capacities including as stated above are the only absolute/beneficial owners of and/or having subsisting interest in/over immovable property called P.M.Modi Commercial Complex situated at the corner of the Hussain Sagar Ring Road known as Karbala Maidan bearing Municipal No.5-4-187/6/5/9, Secunderabad.
- 2. That the above said immovable property was owned by Shri. Pravinchandra Modi.
- 3. That Shri. Pravinchandra Modi as a Lessor during his life time has entered into two agreements both dated 04.11.1978, a Lease Deed dated 06.08.1979 and a Supplementary Agreement dated 06.05.1993 in respect of P.M.Modi Commercial Complex.
- 4. That under the above referred agreements following are the seven lessees Shri. Omprakash P.Modi, Shri. Ajay Kumar P.Modi, Smt. Supriti H. Gandhi, Smt. Jayshree H.Parikh , Smt. Kusum P.Modi , Pravinchandra Modi HUF & Pravinchandra Modi Discretionary Family Trust.

STATE OF WISCONSIN COUNTY OF HILWAUKEE

-COMMISSION EX 4/16/06

- 5. That the said Shri. Pravinchandra Modi died on 20.12.1999.
- 6. That under a Last Will and Testament dated 05.11.1999 the said Shri. Pravinchandra Modi has, inter-alia, bequeathed all his rights, claims, ownership etc. over P. M. Modi Commercial Complex to Pravinchandra Modi Family Trust, a Trust created under the Will.
- 7. That Omprakash Modi and Supriti Gandhi are appointed as Managing Trustees of Pravinchandra Modi Family Trust under the above referred Will and they are given the powers to frame the rules and regulations for the management of Trust. Accordingly both the Managing Trustees have drawn up and executed a Trust Deed dated 27.03.2001 and is registered as Document No.32/2001 with the office of Sub-Registrar Vallabhnagar, R.R.Dist on 28.03.2001.
- 8. That the beneficiaries of above referred Pravinchandra Modi Family Trust, are Shri. Omprakash P.Modi 20%, Shri. Ajaykumar P.Modi 10%, Smt. Suprithi H. Gandhi 5%, Smt. Jayshree Parikh 5%, Smt. Parul O.Modi 5%, Smt. Smita A. Modi 5%, Miss. Heeral Gandhi 5%, Miss. Sushil Gandhi 5%, Master Akshay O.Modi 5%, Miss Komal O.Modi 5%, Master Sanath Parikh 5%, Miss Sneha A.Modi 5% and Sidha Yoga Trust 20%.
- 9. That Omprakash Modi and Supriti Gandhi, the Managing Trustees under the Registered Trust Deed dated 27.03.2001 has, inter-alia, all the powers in them to hold, sale, mortgage, transfer or deal with the properties devolved upon the Trust in the name of the Trust and in the interest of Trust.
- 10. That I undertake in individual capacity and/or in all representative capacities and/or as beneficiaries of the Trust not to question/challenge in any manner the powers of the Managing Trustees of the Pravinchandra Modi Family Trust to hold, sale, mortgage, transfer or deal with the properties devolved upon the Trust.
- 11. That I am making this affidavit in my individual capacity and/or in all other representative capacities and/or as beneficiaries and/or surving legal heirs etc. so as to give the true and correct recitals as to the flow of title, claims, rights etc. of whatsoever nature in respect of P. M. Modi Commercial Complex
- 12. That I hereunder give a true and correct recitals as to the flow of title, claims, rights etc. of whatsoever nature in respect of P. M. Modi Commercial Complex.
 - (a) Shri. Pravinchandra Manilal Modi owns all that portion of land admeasuring 2100 Sq. Yards forming portion of the land known as Karbala Maidan by virtue of Sale Deed dated 31.03.1965 executed by M/s. Barman Brothers, a firm registered under the Partnership Act and registered as Document No.692 of 1965 in Book No.1 in the office of Sub-Registrar, Secunderabad.
 - (b) Shri. Pravinchandra Modi during the years of 1965 to 1978 constructed, as per plans sanctioned by the Hyderabad Municipal Corporation (Secunderabad Division) a structure having a part basement of approximately 2600 Sq. ft. and a Ground Floor having a plinth area of approximately 7000 Sq. Feet on the part of the land referred above.

STATE OF WISCONSIN COUNTY OF MILWAUKEE

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- (c) Shri. Pravinchandra Modi later on got building plans sanctioned by the Municipality for further constructions i.e. of a basement (part) and ground (part) and three upper floors on the rest of the above referred land.
- (d) The P.M.Modi Commercial Complex is constructed after obtaining necessary sanctions from M.C.H. from time to time.
- (e) The owner Shri. Pravinchandra Modi, under a Notarized Agreement dated 4th day of November 1978 and under a Supplementary Agreement dated 04.11.1978 has granted lease to seven lessees named therein entitling them, inter-alia, to let out the structure that may be constructed by them and also to assign their interest in the Leased Premises.
- (f) The owner Shri. Pravinchandra Modi has later on under a Lease Deed dated 06.08.1979 registered as document No.2331/15 with the Sub-Registrar, Secunderabad granted Lease to seven lessees named therein entitling them, inter-alia, to let out the structures that may be constructed by them and also to assign their interest in the Leased Premises.
- (g) In the above referred registered Lease Deed dated 06.08.1979 reference of earlier two agreements both dated 04.11.1978 is inadvertently not been given. However the seven lessee and terms and conditions contained in the two agreements both dated 04.11.1978 and in the registered Lease Deed dated 06.08.1979 are the same.
- (h) Out of the seven lessees named under the Lease Deed dated 06.08.1979, one of the lessee namely Pravinchandra Modi Discretionary Family Trust has under a Deed of Transfer of Trust Property from Trustees to Beneficiary dated 31.03.1989 transferred, inter-alia, its 1/7th share in P. M. Modi Commercial Complex unto the beneficiary Smt. Kusum P.Modi.
- (i) The above Lease Deed dated 06.08.1979 was for a minimum initial period of 5 years from

the date of agreement with an option to the Lessees to renew the lease as under:

- (i). For a further period of 5 (five) years
- (ii) For a further period of 10 (Ten) years thereafter
- (iii) For a last period of 10 (Ten) years thereafter
- (j) During the currency of the Lease Deed, a Supplementary Agreement dated 06.05.1993 is entered into where in the terms and conditions of earlier Lease Deed dated 06.08.1979 are supplemented by adding further clauses. Under this agreement all the seven Lessees have given up their rights, claims, interest etc. of whatsoever nature in consideration of Lessor (i.e. Shri.Pravinchandra Modi) agreeing to give 70% of the sale consideration that may be received on sale of various portions/premises in P. M. Modi Commercial Complex from time to time.

STATE OF WISCONSIN COUNTY OF MILWAUKEE

COMMISSION EX 4/16/06

- (k) Under the above referred Supplementary Agreement dated 06.05.1993, Pravinchandra Modi Discretionary Family Trust has continued to be one of the lessee though its 1/7th right arising out of the Lease Deed dated 06.08.1979 has already been given to the beneficiary Smt. Kusum P.Modi under a Deed of Transfer of Trust Property from Trustee to Beneficiary dated 31.03.1989.
- (I) After the execution of Deed of Transfer of Trust Property from Trustee to Beneficiary dated 31.03.1989, the said Pravinchandra Modi Discretionary Family Trust has no rights of whatsoever nature through its name has been inadvertently included in the Supplementary Agreement dated 06.05.1993 instead that of Smt. Kusum P. Modi.
- (m) The above Lease has been renewed from time to time by the Lessees and the terms and conditions of the Lease Deed dated 06.08.1979 and Supplementary Agreement dated 06.05.1993 are subsisting and valid on the day of this affidavit
- (n) The owner and the Lessor Shri. Pravinchandra Modi died on 20.12.1999.
- (o) Shri. Pravinchandra Modi under his Last Will and Testament Dated 15.11.1999 has bequeathed, inter-alia, his share and rights as given below in P.M.Modi Commercial Complex, Karbala Maidan, M.G.Road, Secunderabad to "Pravinchandra Modi Family Trust".
 - (i) 2600 Sq. ft in Cellar and 7000 Sq. Ft. in the Ground Floor with proportionate undivided share in the land;
 - (ii) 30% share in the unsold portion of remaining Cellar and Ground Floors, and
 - (iii) 30% share in the unsold portions of First, Second and Third floors.
- (p) The absolute ownership rights of Shri. Pravinchandra Modi in respect of P. M. Modi Commercial Complex on his demise on 20.12.1999, thus got devolved upon Pravinchandra Modi Family Trust.
- (q) By virtue of Last Will and Testament dated 15.11.1999 read together with Supplementary Agreement dated 06.05.1993 the title and the absolute ownership of P. M. Modi Commercial Complex vests with Pravinchandra Modi Family Trust. However under a Supplementary Agreement dated 06.05.1993 the consideration for sale of various portions/premises in P. M. Modi Commercial Complex is required to be shared between Shri. Pravinchandra Modi Family Trust on the one hand and seven lessees collectively on the other hand in the ratio of 30:70 respectively as given in detail hereunder:

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Pravinchandra Modi Family Trust	10.07	30 %
Omprakash Modi Ajaykumar Modi	10 % — 10 %)
Supriti H.Gandhi	10 %	
Jayshree H.Parikh	10 %	
Kusum P.Modi	20 %	
Pravinchandra Modi HUF	10%	70%
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STATE OF WISCONSIN COUNTY OF MILWAUKEE

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- 13. That the apportionment amongst us of sale proceeds of various portions/premises in P. M. Modi Commercial Complex that may be sold from time to time is purely an internal arrangement and none of us will raise any objection or claim against third parties/buyers/prospective purchasers for non apportionment/non receipt of the sale consideration for whatever reason in accordance with above given ratio
- 14. That I jointly and severally undertake to indemnify buyers of the portions/premises in P. M. Modi Commercial complex in respect of any claims, all losses, expenses and cost including court cost to which the buyer may be put on account of non apportionment/non receipt of sale consideration amongst ourselves in accordance with the above given ratio.
- 15. That I jointly and severally undertake to indemnify buyers of portions/premises in P.M.Modi Commercial Complex at all times in respect of all losses, expenses and costs including court costs to which the buyer may be put on account of all or any of the recitals contained herein being false, incorrect; or on account of the breach of all or any of the covenants contained or on account of any one else claiming any right, title or interest in the premises sold; or on account of any let or hindrance to the buyer in the enjoyment of the premises.

Jayshree H.Parikba

(DEPONENT)

I, JAYSHREE H. PARIKH, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

Signed and verified on thisday of June 2002

(DEPONENT)

STATE OF WISCONSIN COUNTY OF MILWAUKEE

NOTARY IRIS V. FONSECA

COMMISSION EX 4/16/06



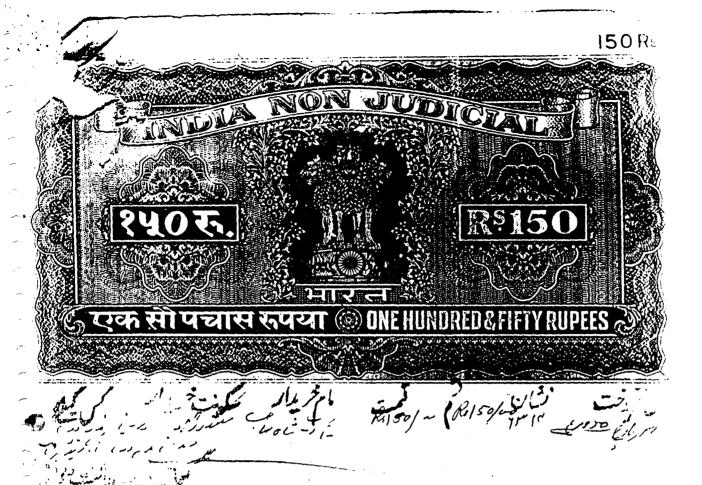
SAJE DEED.

Said DEED executed at Securderabad on this the Blat day of March 1965 by M/s Barman Brothers, a firm registered under the Partnership Act, represented by its partners (1) Somnath Barman, son of Shambunath, Hindu, aged 50 years (2) Veerendranath Barman, son of Somnath, Hindu, aged 33 years and (3) Surendranath Barman son of Somnath, Hindu, aged 30 years, carrying on business in Gunfoundry, Hyderabad herein ofter called the Vendors which term shall mean and include, whenever the context may so require their

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M. Modi, son of Manilal, Hindu, aged 28 years,
partner, Indian Iron & Steel Corporation, Rastrapathy Road, Secunderabad hareinafter called the
purchaser, which term shall mean and include whenever
the context may so require, his heirs, executors,
administrators and assigns witnesseth as follows:-

The Evacuer property anown as "Karbala Maidan" situate in Manatma Jandhi Road, Secundarabe d was

Vecrendra North Barman

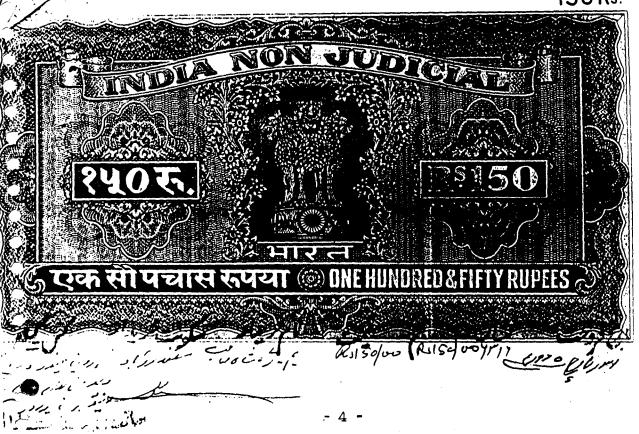
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originally purchased by Devi Dayal Marwah and his
accounted (1) Bhagawandes Rochaloss (2) Jammadas
Adaras (3) Shopet had Tiratdas (4) Sugunlal Hassanand
(5) Muratidhar Ptiumal (3) Kanayalal Teackchand
(7) Balchand Issardas (8) Nirmala Bai Gulabchand
(9) Governmana das (10) Bhagwandas (11) Phumal alias
Bhagsandas Jaindani (12) Nirmal Kumar (13) Subash
Mumar (14) Prakash Kumar (15) Smt. Jogindrvathi
(16) Savithri Devi and (17) Pramodh Kumar. The said
seviceyal Marwah was the successful bidder in an
auction held by the regional Settlement Commissioner,

Vienanedra Walt Barmen

contd...4/



the fional Sattlement Commissioner, Bombay. The said Levidayal Marwah, associated the abovesaid

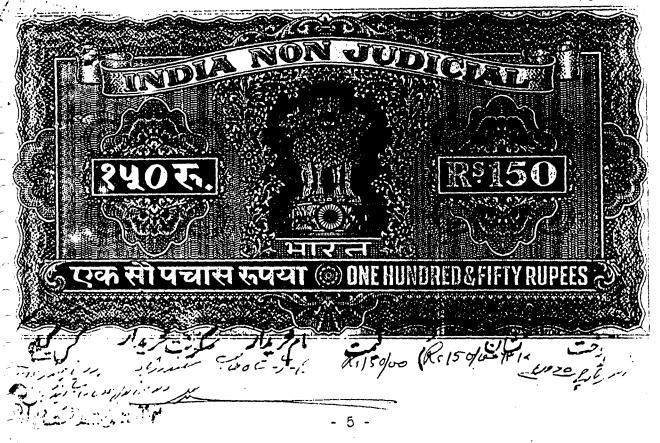
17 persons in the purchase of the property "Karbala Maidan" by getting the compensation payable to him and the 17 others, who are all displaced persons, against their verified claims, adjusted in the sale price of the said property known as Karbala Maidan.

A sale certificate was issued by the Regional Settlement Commissioner, Bombay on 21st April 1961 declaring Levi Dayam Marwah and his associates as the purchasers

of Jarbala Maidan. By an agreement dated 28-11-1960

2. Værendre Notte Barman

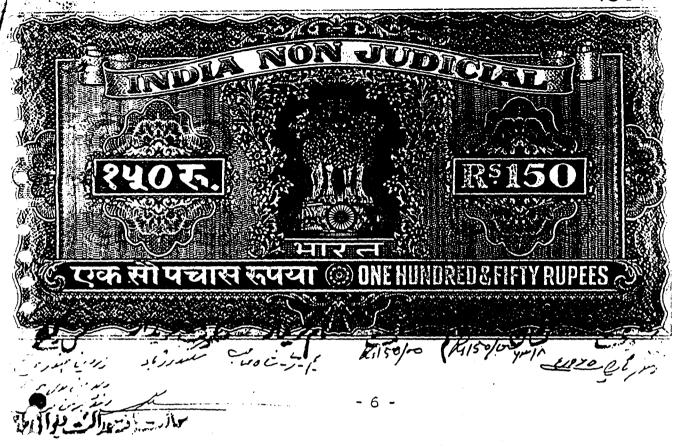
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the Vendors herein or their nominees, on terms and conditions mentioned in the said agreement. After in the said agreement and on the request of Devidayal Marwah, the amounts of the claims payable to each of the said associates, was paid to the said associates by the Vendors herein out of the advance payable to much said Devidayal Marwah by the Vendors, for the purchase of Karbula Maidan. After receipt of the abovesaid amounts from the Vendors herein, the said

2. Veerendra Nata Borman.

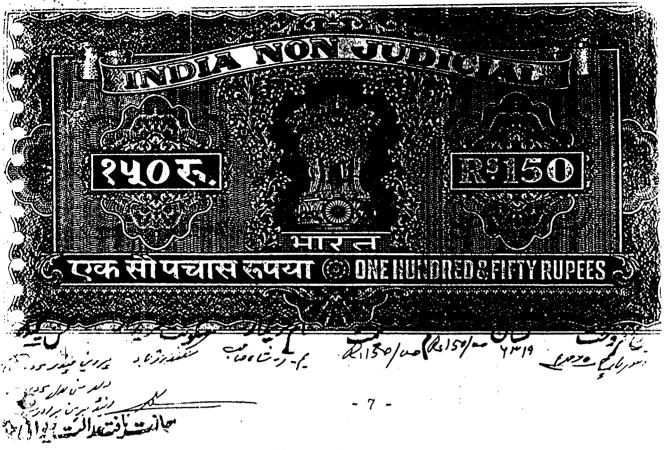
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Dayal Marwah. The said 17 persons also executed irrevocable powers of attorney authorising their agents to execute and register sale deeds in favour of bevi bayal or the nominees of Devi Dayal Marwah. The said Devicayal Marwah also created an equitable mortgage of the entire Karbala Maidan, in favour of the Vendors for Rs. 95,320-50 found due by them to the Vendors herein as per settlement of account made on 31-5-1962.

2. Veerendra North Borman

contd.....7/-



herein, the said Devidayal Marwah, and the power of attorney agents of his associates namely P.K. Sehgal and B.N. Kochar, executed and got registered sale deeds in favour of the nominees of the Vendors herein, conveying portions of Karbala Maidan to the said nominees by separate Sale Deeds.

In pursuance of the agreement executed by Devidayal Marwah in their favour the Vendors herein called upon Devidayal Marwah to convey the portion of

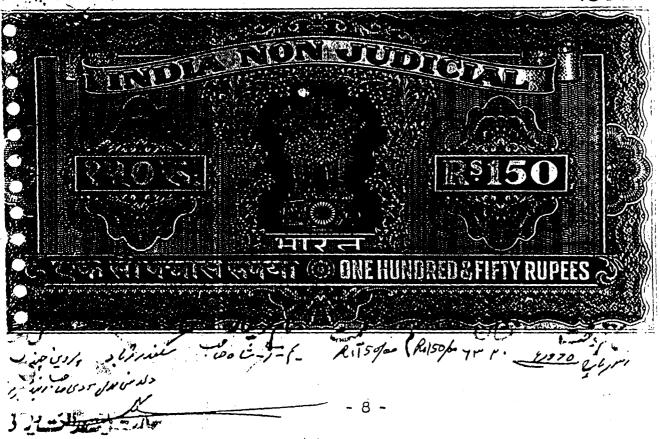
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2. Veerandra North Barman

3. June Junior

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The State



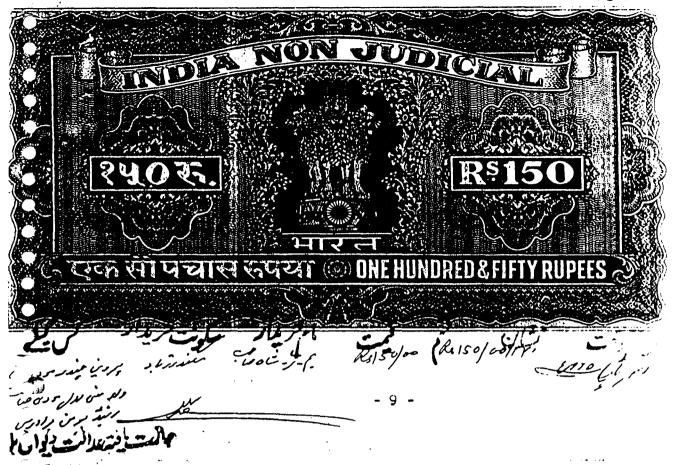
Karbala Maidan admeasuring 4042 Sq. Yds. in their favour at Rs. 20/- per Sq. Yd. as per the terms of the agreement dated 28-11-1960 and the said Devidayal Marwah consented to the same. By virtue of the order of the High Court of andhra Pradesh passed in C.M.P. No. 373/1961 in C.M.A.No. 373 of 1961 the Vendors had to deposit Rs. 50,000/- or reserve 3000 Sq. yards to deposit Rs. 50,000/- or Reserve 3000 Sq. yards to Devidayal Marwah. The Vendors herein under took the said liability and to make a deposit of Rs. 50,000/- as

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2. Veerendra North Berman

3. Juni

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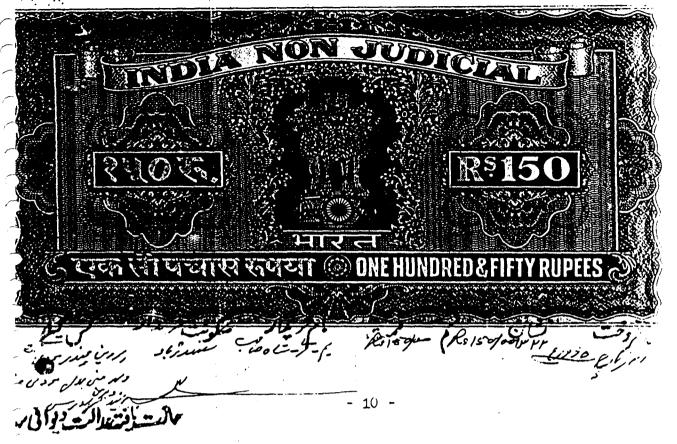


and when the plot colered by the sale deed was sold to others and agreed to indemnify Deviceyal Marwah and his associates. A sale deed was accordingly drawn up on 30-3-1963. The General Power of Attorney Agents of the 17 associates of Devidayal Marwah executed the said sale deed in favour of the Vendors on 9th April 1963 but the said Devidayal Marwah evaded execution of the sale deed and promised to do so after consulting his lawyer but ultimately evaded executing the sale deed.

But the sale deed was partially registered in the office

2. Verendra Nath Burman

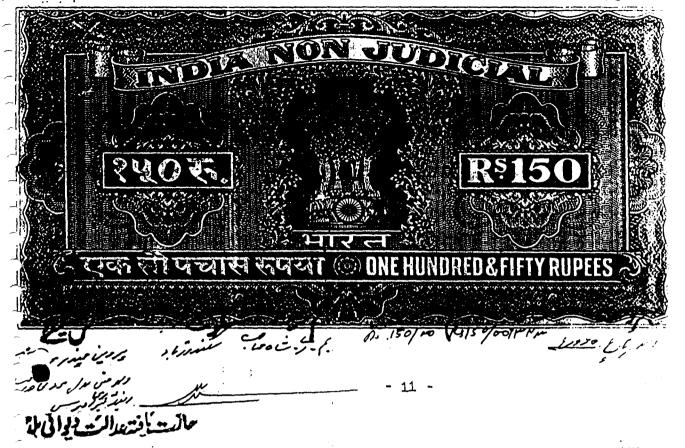
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of the Sub-Ragistrar, Secunderabad as document No. 2032 of 1963 Book No. 1 as regards P.K. Sahgal, the General Power of Attorney Agent of the associates of Levi Dayal Marwah on 31-12-1963 and again on 30-3-1964 as regards the other General Power of attorney agent of the associates namely B.N. Kochar as document No. 590 of 1964 book No. 1 Vol. 69 Pages 113 to 117 dated 31-3-1964. On 26-11-1963 the Vendors herein filed a suit against Devidayal Marwah and his associates praying for the relief of grant specific performance of the contract dated 23-11-1960 by directing Devi Dayal Marwah to

2. Venuda Mate Garman

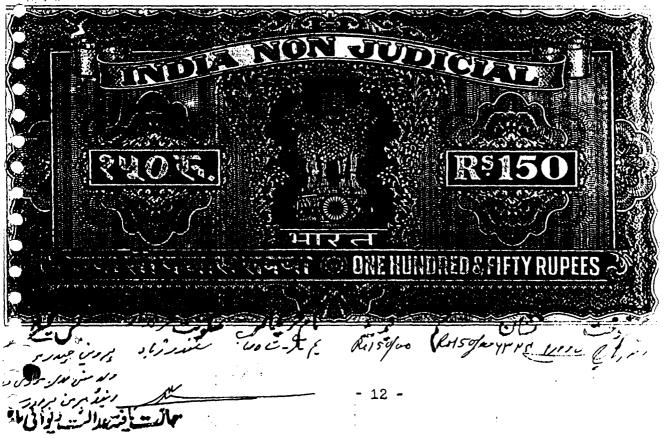
conta 11/-



execute a sale deed in favour of the Vendors herein conveying the 13410/2,25,000 share of Levi Layal Marwah in the portion of land admeasuring 4042 Sq.Yds. and forming portion of the land known as Karbala Maidan, forming the subject matter of the sale deed dated 30-3-1963 as the share of the 17 associates was conveyed to the Vendor herein by the execution of the sale deed by the associates of Devi Dayal through their General Power of Attorney Agents. The said Devidayal Marwah is contasting the suit which is now pending disposal as O.S.No. 67 of 1964 in the

3. June 1 more

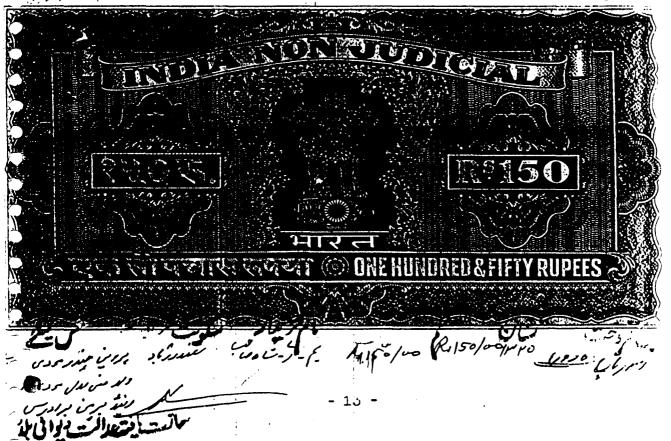
conta....12/-



Court of the III Assistant Judge, City Civil Court,
Hyderabad. On 31-12-1963, the Vendors herein executed
an agreement in favour of the Purchaser, the said
portion of 4042 Sq. yards forming portion of Karbala
Maidan, on terms and conditions, mentioned in the said
agreement. In pursuance of the said agreement, the
Vendors are now conveying a portion of the land
admeasuring 2,100 square yards more particularly
described at the foot of this document and hereinafter called the said land for a sum of Ma.34,000/(Rupees eighty four thousands only). M/s The Commercial

2. Værendra Nall Barman 3. (pr. 1000)

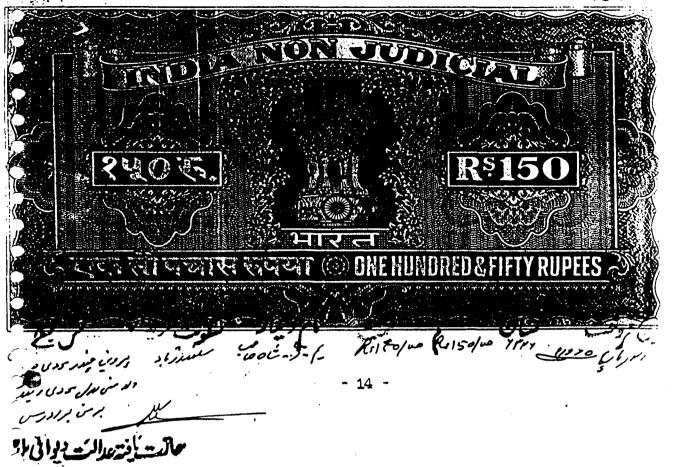
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and Industrial Finance Limited, 5-2-299 Gunfoundry,
Hyderabad have attached the portion of Karbala Maidan
belonging to the Vendors in execution of a decree obtained
against the Vendors in E.P.No. 67 of 1964 on the file
of the III Additional Judge, City Civil Court, Secundarabad.
The Vendors herein have filed an application under Section
151 C.P.C. and obtained permission to alienate the portion
of Karbala Maidan belonging to them by private sale. The
purchaser has agreed to deposit the sum of Ma. 62,475/(Rupees Sixty-two thousand four hundred secenty five only)

2. Kerendra Nath Barman
3. January

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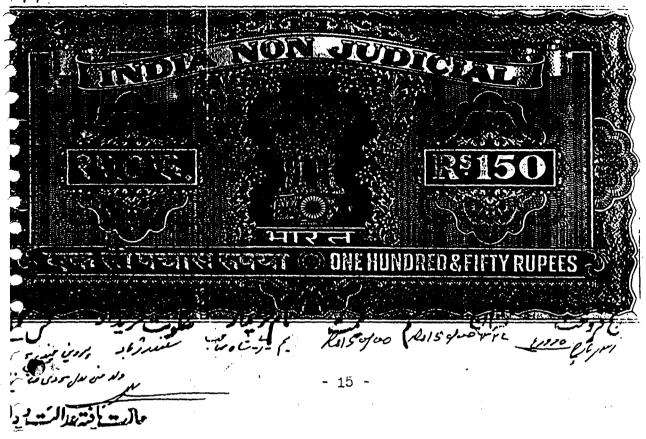
Devi Dayal Marwah has filed an application in 0.3. 67 of 1964 on the file of the III Assistant

Judge, Hyderabad for a direction to the Vendors to deposit the amount of Rs. 50,000/- reserved by the Vendors herein, under the sale deed dated 50-5-1965.

Out of the said sum of Rs. 50,000/- the Vendors have been restrained by an injunction issued on 25-3-1963 by the I. Additional Judge, City Civil Court, Hyderabad from making payment of an amount of Rs. 40,000/- to Devidayal Marwah. The Vendor has called upon the

2. Veerendra Nath Barman

contd....15/-



purchaser to reserve the balance of Rs. 10,000/from out of the sale consideration, for depositing
the same in court, as and when the court orders the
Vendors to do so. on the application of Devidayal
Marwah in O.S. 67 of 1964 in the Court of the III
Assistant Judge, Hyderabad.

Know all men by these presents that in pursuance of the said agreement and in consideration of the sum of As. 84,000/- paid to the Vendors by the Purchaser in the following manner namely;

1. So Pommars 2. Kerendra Nath Barman 3.

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(1) 4 sum of Rs. 4,500/- paid to the Vendors by way of advance and earnest money,

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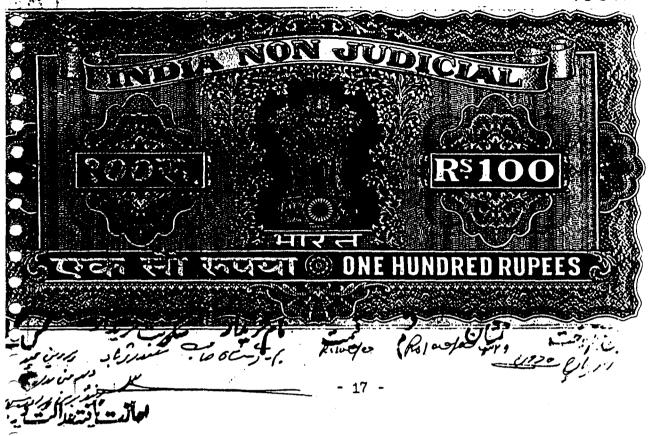
- (2) Rs. 62,475/- (Rupees Sixty two thousand four hundred and seventy five only) which the purchaser has undertaken to deposit to the credit of the decree obtained against the Vendor in the Court of the III Additional Judge, City Civil Court, Securaerabad in E.P.No. 67 of 1964,
- (3) Rs. 10,000/- (Rupees ten thousand only) agreed to be deposited in the Court of the III Assistant Judge, City Civil Court, Hyderabad in 0.8.No. 67 of 1964 as

2. Veerendra Mills Bernauer

3. Jun 1

conta 18/-

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and when the Court, orders the Vendors to deposit the

(4) the balance of Rs. 7025/- paid this any by the purchaser to the Vendors, receipt of which again atc.

sum of Rs. 34,000/- (Rupees eighty four thousands only)

is hereby acknowledged and full and final discharge

whereof is hereby given by the Vendors to the Purchaser,

the Vendors do hereby sell, transfer and convey unto the

Purchaser absolutely their tight, title and interest in

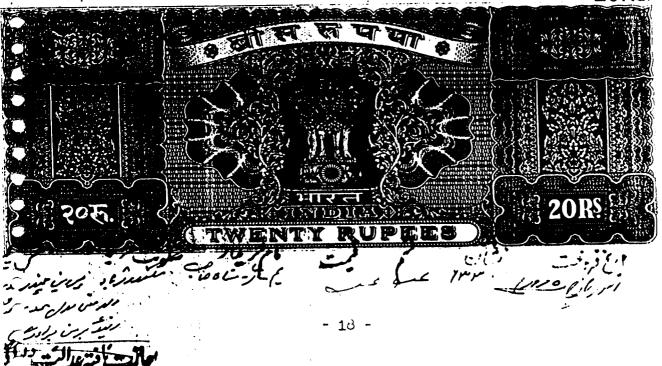
the said portion of Karbala Maidan admensuring 2,100 8q.yds.

more particularly described at the foot of this document

2. Veerendra Mila Barman

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which includes their absolute rights in the said portion conveyed to them by the associates of povideyal Marwah under the sale deed dated 30-3-1963 and also all the rights of the Vendors under the agreement executed by Davi Dayal Marwah in their favour on 23-11-1930 including the right to obtain a decree for the 13410/2,25,000 share of bevidayal Marwah in the said portion of land, in pursuance of the suit filed by them and which is now pending disposal as 0.8.No. 67 of 64 on the file of the Third Assistant Judge, City Civil Court, Hyderabad. Hereafter the Vendors shall not have any right, title or interest in the said portion which shall be enjoyed by the said purchaser absolutely interest.

2. Vecrendia Nella Bornian

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any let or hindrance from the Vendors or any one claiming through them. The Vendors hereby comen nt with, declare and assure the purchasers that excepting the 2410/225000 share of Davidayal Marwai, the Vendors have become the absolute owners of the said portion, by virtue of the sale dead dated 30-3-1963 which was partially registered as regards the execution of the sale deed by Sri B.N. Kochar and I ... Sehgar as General Power of Attorney agents of the seventeen associates of Devidayal Marwah and that Devidayal Marwah has no right title or interest in the said portion except to the extent of his 13410/225000 share in respect of which the Vendors have already instituted a suit for specific performince against the said Devidayal Marwah. The Vendors hereby declare and assure the purchaser that the First Additional Judge City Civil Court, Hyderauad has passed prohibitory order in respect of as. 40,000/out of the balance of sale price of Hs. 50,000/- mentioned in the sale deed dated 30-3-63 in favour of the Venuors, and that they are not liable to defest any amounts in

> 1. Fa Barry 2. Veerendra Nata Barry

> > conta 20/-

O.S.No. 67/64 on the file of the III Assistant Judge, City Civil Court, Secunderabad as Davidayal Marwah has been paid in excess of his share of the sale price; and that, in any event the Vendors will abide by the directions of the III Assistant Judge, City ' Civil Court, Secunderabad in U.S.No. 67/64 to be given by him and the application of pavidayal Marwah as aforesaid. The Vendors hereby further declare and assure the purchaser, that Moosal Reddy has no claim over the said portion as all the legal proceedings instituted by him have been dismissed and the orders dismissing the proceedings have become final. The Vendors hereby undertake to deposit the said sum of Rs. 40,000/- in court, if the III Assistant Judge directs the amount of Rs. 50,000/- to be deposited in court, as and when the directions are given. The Vendors hereby further covenant with doolers and assure the purchaser that they have not encumbered or aliented their right, title and interest in the said portion to any one else in any manner whatsoever. The Vendors hereby further agree to indemnify and keep indomnified 1. farsame

2 Kenndra Nelle Bonney

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expenses and costs including court costs which the purchaser may be put to, on account of the breach of all or any of the covenants contained herein by the Vendors or any one of them or any one else claiming through them or on account of any other person claiming only right, title or interest in the said portion hereby conveyed to the Purchaser. The Vendors hereby further agree to sign all documents and do all acts that may become necessary to complete or defend the title of the purchaser to the said portion. The purchaser has been placed in possession of the said portion.

DESCRIPTION OF THE PROPERTY HEREBY SOLD.

All that portion of land admeasuring 2100 Sq.yds.

forming portion of the land known as Marbala Maidan shown
in red in the plan annexed harato bounded on the:

South by: Open land, belonging to Dr.Ram krishne Ready Leelavathi and Vendors.

North by: Land belonging to Vondors.

East by: Footpath and Mehatma Candhi Road.

West by: Municipal Nalla,

together with old assuments and

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2. Vecrendra Mall Barman

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appurtenances and all internal and external rights belonging to or reputed to belong to the said portion.

Witnesses:

- 1. Graman
- 2. V. L. Kanlaras -
- 1. Intama 31 3.65
- 2. Verranda Pall Baman
 - 3. Sureman

TVENDORS.

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12 692 AT 1365 or beak I Contains (2.3.) sheets Presented in the source of the Sub-Registrar of Seebal and fee of R. 2162-50 Sub-Registrar on the 31. A. day of hance 1965...by EXECUTION ADMITTED BY. S/ t . Them bhunning occupation 1. SiBumum husiners RJO 5-9665 Grangemond R10 5-9-665, Gunfoundry Hyderaliad Known Personally to the Sub-Registrar Rs 7025 /4 (Rupecs Seven thousand an

Re 702 / (Rupecs Seven thousand and business of well-will) were paid in my presence by Pro mechanism have ready of well-will cleinent to the executant.

Payer.

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Windle Charde kod Shamled C. Hodr

THIS AGREEMENT made at Secunderabad (A.P.) the day of November 1978 between PRAVINCHANDRA MANILAL MODI, an Adult, of Secunderabad Indian Inhabitant, hereinafter called "the "essor" (which expression shall, unless it be augnant to the context or meaning thereof, be deemed to de his heirs, executors, administrators and assigns the reversioner or reversioners for the time being distely expect int on the term hereby agreed to be created) of the ONE PART; AND (1) MRS.KUSUM PRAVINCHANDRA MODI, (2) MRS. SUPRITI HRIDAYKUMAR GANDHI by her General Power of Attorney holder SATISHCHANDRA MANILAL MODI,

kusum. P. modi.

. For princes Kusum. P. moDi.

Jos pravier handra modificationary family dud Jotany (197)

(3) KUM.JAISHREE PRAVINCHANDRA MODI, (4) MASTER OM PRAKASH
PRAVINCHANDRA MODI, (5) MASTER AJAY PRAVINCHANDRA MODI,
No.s 3,4, and 5 being minors by the hand of their mother,
M.Modi and (7) SATISHCHANDRA MANILAL MODI, the trustee and
representing Praveenchandra Modi Discretionary Family Trust,
all also of Secunderabad Indian Inhabitants, hereinafter called
"the Lessees" (which expression shall unless it be repugnant
to the context or meaning thereof include their respective heirs
executors, administrator and assigns) of the ONE PART:

whereas the Lessor is the absolute Owner of a large immoveable property situated at the corner of Mahatma Gandhi Road and a 30' wide Link Road connecting Mahatma Gandhi Road with Hooseinsagar Ring Road, Secunderabad AND WHEREAS the Lessor planned to develop a portion of his said land, namely; the portion admeasuring approximately 1862 Square Metres described in the Schedule hereunder written and shown on the plan hereto annexted thereon surrounded by Red colour boundary lines, marked with the letters A, B, C, D AND WHEREAS the

wroten abuts on the aforesaid 30' wide Link Road AND WHEREAS

Soor constructed, as per plans sanctioned by the

Hystabad Municipal Corporation (Secunderabad Division), a

Feet and having a part basement of approximately 2699 Square

Feet and having a ground floor, having a plinth area of

approximately 7000 Square feet abutting on the Link Road

and snown hatched black on the said planhereto annexed.

RAM and immoreable property described in the Schedule hereunder

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Rusum P modi.

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Appointed By The Goot. A.P.

AND WHEREAS the Lessor has let out the aforesaid structures of part basement and of a ground floor and receives the rent in respect thereof AND WHEREAS the Lessor got building plans sanctioned by the Municipality for further construction, i.e. of a basement and ground floor on the rest of the said land described in the Schedule hereunder written and of a first floor on the entire area marked A, B, C, D AND WHEREAS the Lessor has agreed to grant unto the Lessees a Lease of the said land described in the Schedule hereunder written (except for the aforesaid existing structure so constructed by the Lessor and owned by the Lessor and shown hatched in black on the said plan hereto anaexed) on the terms and conditions mutually agreed upon between the parties hereto which are hereby reduced to writing and recorded.

NOw THESE PRESENTS WITNESS that it is agreed by and between the parties hereto as under: -

Lease of the said land described in the Schedule hereunder written and shown marked A, B, C, D on the plan hereto annexed (except for the aforesaid existing structure so constructed by the Lessor and owned by the Lessor and shown hatched in ck on the said plan hereto annexed).

It is clearly understood and agreed that the said existing tructure partly of a part basement and of a ground floor, belongs and shall continue to belong to the Lessor and he alone shall be entitled to the rent in respect thereof and the Lessor alone will be liable & to pay the Municipal and Rusum. P. meDi

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Appointed By The Goot. A.P.

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other taxes and outgoings in respect thereof.

- 3. The Lessee shall be entitled to the benefit of the aforesaid sanctioned building plans and shall be entitled to develop the said immoveable property described in the Schedule hereunder written by constructing the basement and a ground floor in the rear of the property and the entire first floor (including above the said existing structure) as per the aforesaid sanctioned building plans and also to carry out further vertical expansion or development as may be permitted by the authorities from time to time.
- 4. The Lessees shall be entitled to let-out the structures that may be constructed by them and/or portions of such structure and also to grant Sub-leaseses may be required from time to time.
- 5. The Lessees shall also be entitled to assign their interest in the Leased premises and or to join one or more additional persons as "essees alongwith them of the demised premises.
- 6. The Lease shall in the first instant be for a period of five years certain, with the option to the Lessees to renew same as under:
 - a) for a further period of five years;
 - b) for a further period of ten years thereafter; and
- c) For a last period of ten years thereafter;

 If the options are exercised by the Lessees, the total

 period of the Lease shall be thirty (30) years.

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- 7. The Lessees shall pay to the Lessor rent in respect of the demised premises as under, namely:
 - a) At the rate of Rs.4,000/- per month (commencing from lst April 1979) for the first term of five years;
 - b) R.5,000/- per month for the next term of five years;
 - c) Rs. 6,000/- per month for the next term of ten(10) years; and
 - d) Rs.8,000/- per month for the last term of ten (10) years.
- All Municipal and other Taxes and outgoings in respect of the demised premises shall, during the term of the Lease or be renewal thereof i.e. until the time the Lessees are in possession of the Leased property, shall be borne and paid by the Lessees alone, who will keep the Lessor fully indemnfied against the same.
- 9. The Lessor shall have the option to buy over, at the expiration of the original or renewed period of the Lease, the structure that may be constructed by the Lessees on the Leased property, at a price equal to the cost of the said structure to the Lessees. The amount of cost of such structures shall be confirmed in writing by and between the parties hereto within six months from the date of completion of any structure. The

of ach structure against payment of the cost thereof. On NOTARACCE syment being made by the Lessor to the Lesses, such structures shall thereupon belong absolutely to the Lessor.

At any time after the Lessees construct on the Leased property a structure of the cost of at least R.5,00,000/- (Rupees Five lacs) the Lessor shall grant the necessary Lease in favour P. moDi.

sum. P. modi.

Notary 4.11.)8

Appointed By The Govs. A.P.

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of the Lessees of the Leased property. Such lease shall be in the form hereto annexed and annexed shall contain the terms provisions, and conditions set out in the said form.

11. The Lessesshave agreed to take the said property on lease as Co-owners, in equal shares and the near construction shall belong to them accordingly.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

SIGNED AND DELIVERED BY the withinhamed
Lessor PRAVINCHANDRA MANILAL MODI
in the presence of:

SIGNEL AND DELIVERED by the withinnamed Lessees

- 1. MRS.KUSUM PRAVINCHANDRA MODI
- 2. MRS.SUPRITI HRIDAYKUMAR GANDHI
- 3. KUM.JAISHREE PRAVINCHANDRA MODI
- 4. MASTER OMPRAKASH PRAVINCHANDRA MODI
- 5. MARTER AJAY PRAVINCHANDRA MODI
- 6. PRAVINCHANDRA MODI RUF.

and

7. SATISHCHANDRA MANILAL MODI.

in the presunce of :

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strop war.

KAZAWI & WODI.

Spraingelander 22.20

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Rama Subbanima, 336, OLD & BLOUDA. SECUNDERALAD - A.P.

etween Pravinchandra Modif and the Co. Lesses under the said agreement relating to the construction to be called P.M.Modi Commercial Complex which the Consesses are entitled to make under the agreement. Eri. P.M.Modi hereby grants to the Co-Lessee also the Tight to manage the constructions already made by him and not covered by the said ar ement on the condition that the Co- Lessees shall administer the constructions made by Sri. P.M. Modi also by collecting the rents from the Tenants and meeting

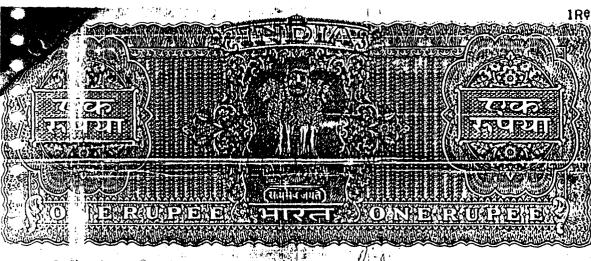
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Kusum. P. moDi.



al expenses like Municipal taxes etc. on their own re onsibility and paying an instrument of the 9,000/per month...

In consideration of their paying Sri. P.M. Modi the nett amount of R. 9,000/+ per month and administering the property, the Co- Lesses shall be entitled to exict the tenants or alter the tenancies or lease out the same to any persons on such terms and conditions



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as they deem proper for the portion covered under this agreement.

The period under this agreement will run concurrently with the lease to be granted under the agreement dated 4-11-1978 for further development provided they increase the amount of B. 9,000/- per month by 20%

Contd....4

x Rysum. P. modi.

every five years during the currency of ... lease to be granted under the agreement dated 4-11-78.

In Witness where of the parties signed the 21st February, 1979.

SIGNED AND DELIVERED BY THE WITHIN NAMED LESSOR PRAVINCHANDRA MANILAL MODI in the presence of:

Signed and Delivered by the within named Lessee.

1. Mrs. Kusum Pravinchandra Modici

2. Mrs. Supriti Hridaykumar Gandhi.

3. Kum. Jaishree Pravinchandra Modi.

4. Master. Omprakash Prayinchandra Modi.

5. Master alliay Prayinghandras Modit

and

6. Pravi ichanina

7. Satishchandra Manilal Modi in the presence of

Davingsham dres In "

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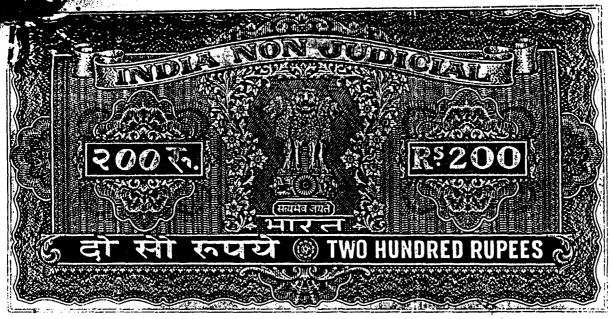
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O WHO WYO IN CLASSICIONE Residence 8 16 CITY CIVIL COURT
Whom I'row Inchandre Mode 8/ Hamilal a Mode SECUNDERABAD-A. F

LEASEDEED.

day of Time 1979 between PRAVINCHANDRA MANILAL MODI, an Adult, of Secunderabad Indian Inhabitant, hereinafter 200 kg called the "Lessor" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns and the reversioner or reversioners, for the time being immediately expectant on the term hereby created) of the ONE PART; AND (1) MRS. KUSUM PRAVINCHANDRA MODI

regarden Lighter Sixts.

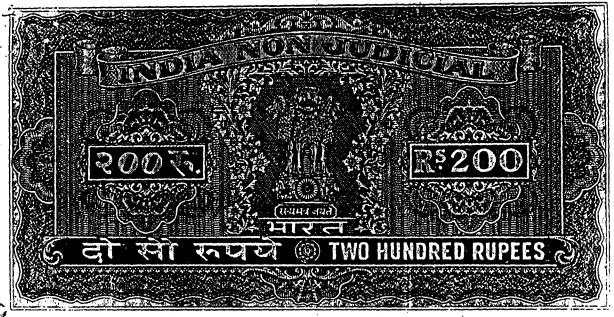


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(2) MRS. SUPRITI HRIDYAKUMAK GANDHI, (3) KUM. JAISHREE PRAVINCHANDRA MODI, (4) MASTER OM PRAKASH PRAVINCHANDRA MODI, (5) MASTER AJAY PRAVINCHANDRA MODI, (Nos. 3,4 and 5 being minors by the hand of their mother, Mrs. Kusum PRAVINCHANDRA MODI). (6) PRAVINCHANDRA MODI HUF represented by its Karta and Manager the said Pravinchandra M.Modi, and (7) SATISHCHANDRA MANILAL MODI, the Trustees of and representing Pravin Chandra Modi

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Discretionary Family Trust, alla also of Secunderabad

Indian Inhabitants, hereinafter called "the Lessees" (which
expression shall unless it be repugnant to the context
or meaning thereof include their respective heirs,
executors, administrators and assigns) of the OTHER PART:

WHEREAS the Lessor is the absolute Owner of a large immoveable property situated at the corner of Mahatma Gandhi Road with Hooseinsagar Ring Road, Secunderabad AND WHEREAS the Lessor Planned to develop a portion of

Kushm. P. modi. (mother)

ton Jufula Gandle.

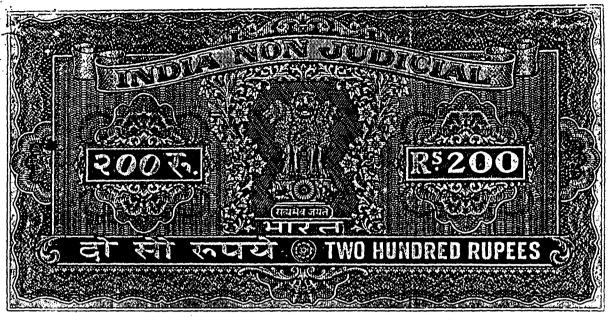
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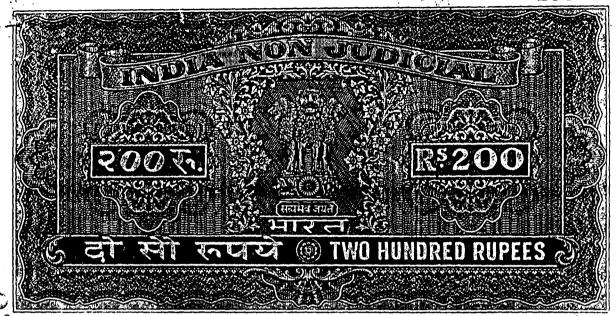
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said land namely; the portion admeasuring approximately 1862 Square detres described in the Schedule hereunder written and shown on the plan hereto annexed thereon A, B, C, D AND WAEREAS the said immoveable property described in the Schedule hereunder written abuts on the aforesaid 30' wide Link Road and WHEREAS the Lessor constructed, as per plans sanctioned by the Hyderabad Municipal Corporation (Secunderabad Division), a structure having a part basement having an area of approximately 2600 3. Square feet and having a ground floor, having a plinth

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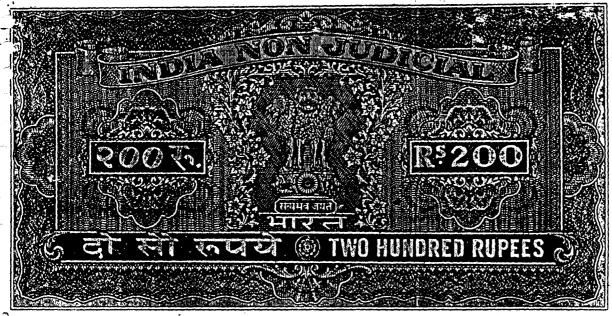
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area of approximately 7000 Square Feet abutting on the Link Road and shown hatched black on the said plan hereto annexed, AND WHEREAS the Lessor has let out the aforesaid existing structures of part basement and or a ground floor and receives the rent in respect thereof AND WHEREAS the Lessor got building plans sanctioned by the Municipality for further construction, i.e. of a basement and ground floor and receives/t on the rest of the said land described in the schedule hereunder written and of a first floor on the entire area marked A, B, C, D AND WHEREAS the Lessor agreed to grant unto the Lessees a "ease of the said

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land described in the Schedule hereunder written (except for the aforesaid existing structure so constructed by the Lessor and owned by the Lessor and shown hatched in black on the said plan hereto annexed) in the manner following:

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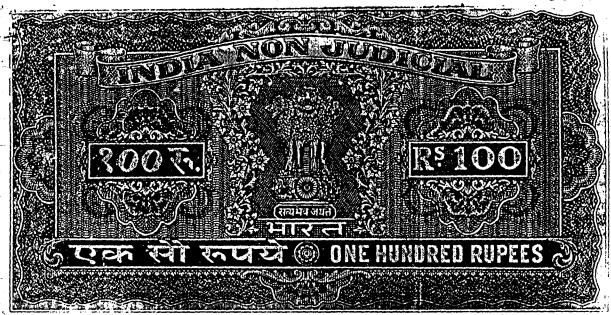
NOW THIS INDENTURE WITNESSETH AS FOLLOWS

In pursuance of the said Agreement and in consideration of the premises and of the rent and covenants on the part of the "essees hereinafter reserved and contained the Lessor DOTH HEREBY DEMISE UNTO the Lessees ALL THAT place or parcel of land situated at Mahatma Gandhi Road, Secunderabad, (A.P.) hereinafter referred to as "the said Land" and more particularly described in the Schedule hereunder written and (shown on the plan hereto annexed and thereon surrounded by a red colour boundary

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line and marked A, B, C, D) with all the rights and appurtenances thereto belonging (which said land and appurtenances and benefits are for brevity's sake hereinafter referred to as "the said Fremises")
TO HOLD the said premises Unto the Lessees from

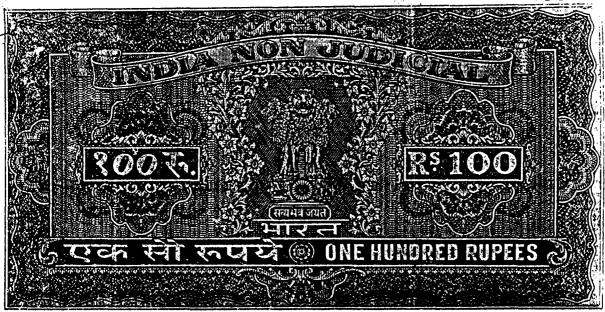
for a minimum term of 5 (Five) years but determinable and renewable as hereinafter provided YEILDING AND PAYING there for the period ending 31st March 1979 a token rent of Re.l/- per month, if demanded, and during the remainder of the said term of five years hereby created husum (2 mot)

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VIII Fravinchandra Madi S/o Manilal C. Modi

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commencing from the 18th of April 1919 a monthly rent of Rs.4,000/- (Rupees Four Thousand) payable on or before the 10th dy of each and every succeding calender month without any deduction AND ALSO YEILDING AND PAYING to the essors in the event and immediately upon theterm being determined by re-entry under the provisions hereinafter contained or otherwise, a proportionate part of the rent under the provisions hereof for the fraction of the month unto the date of such re-entry.

2. The Lessels for themselves, their successors and assigns and to the intent that the covenants herein contained shall continue throughout the term hereby

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created, covenant with the Lessors as follows: -

- (a). to pay to the Lessor the monthly rent hereby reserved at the time and in the manner herein before provided, from all deductions;
- (b). Whomever desired by the Lessees, to construct on the said land a building or buildings or other structures with proper conveniences and appurtenances as may be necessary, subject to and in conformity in all respects with the building Rules and Regulations that may be prevailing from time to time. The Lessees shall be entitled to the benefit of the aforesaid sanctioned building plans and to develop the said immoveable property described in the

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Schedule hereunder written by constructing the basement on a ground floor in the rear of the property and the entire first floor (including above said existing structure) as per the aforesaid sanctioned building plans and also to carry out further vertical expansion or development as may be permitted by the authorities from time to time.

- (c). To use the said premises and/or any building and/or the buildings and/or structures that may be put up on the said land for any purpose whatsoever and howsoever, permitted by law.
- (d). To pay and discharge all existing and future, rates, taxes assessments dues duties and outgoings whatsoever whether of the Government of Andhra Pradesh, the Municipality

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Setup model. or any other public Body or Authority now or at any time hereafter imposed or charged upon the land hereby demised and/or on the buildings or structures for the time being on the said land or any part thereof and whether payable by the Lessor or the Lessoes;

- (e) To permit the Lessor and his agents at all reasonable times, on giving 24 hours previous notice in that, behalf, to enter upon the sake land and the Buildings thereon or any part thereof for the purpose of viewing the state of repairs of the buildings and for all other reasonable purposes;
- (f) At their own expense to comply with any notice or requirement or demand of the local authority as to any matters in respect of which such authority has jurisdiction to serve any notice or make any requirement or demand;
- (g) At the expiration or sooner determination of the term hereby created (or the renewal thereof, as the case may be) to yield and deliver up the said land after demolishing, if so desired by the Lessees, the buildings and structures then standing thereon unless such structures are purchased by the Lessor in pursuance of the provisions in that connection hereinafter contained.
- The Lessor doth hereby covenant with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the convenants and conditions herein and on the payt of the Lessees to be observed and performed, shall and will peaceably and quietly enjoy the said premises during the said

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term or the renewal thereof without interruption or disturbance by the Lessor or any person or persons lawfully or equitably claiming from under or trust for him or any of them.

- 4. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS;
 - (a) The Lessees shall have the right and shall be entitled to assigns, mortgage and/or Sub_Lease the said Lease_hold land described in the Schedule hereunder written and their interest therein and to let out the said structures and/or parts thereof. No further consent of the Lessors shall be required;
 - (b) the building and/or buildings or structures that may be constructed by the Lessees on the said land shall during the term of the lease andthe renewal thereof, always belong to the Lessees;
 - (c) If at any time there rent hereby reserved or any part thereof remains unpaid for a period of one month after the date on hihr the same ought to be paid (whether formally or legally demanded or not) or if the Lesses shall make default in performance and/or conditions herein contained and on their part to be observed and performed (and which default causes loss, damage and/or injury to the Lessors) and if such rent remains unpaid or such default continues and is not remedied for two months from the date

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of service of a notice in writing to be given by the Lessor to the Lessees to remedy such default or breach, then and in any such case it shall be lawful for the lessor at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and there upon the lease hereby created shall determine but without prejudice to any claim, right, action or remedy which the Lessor may have against the Lessees in respect of any breach of the Lessees convenants and stipulations here in contained.

- The Lessees shall have the option to relew this Lease as (d). under, viz:-
 - (i) For a further period of 5 (five) years.
 - (ii) For a further period of 10 (ten) years thereafter;
 - (iii) For a last period of 10 (Ten) years thereafter. Notice in writing shall be given by the Lessees to the Lessor at least two months in advance, for exercising such options for renewals
- If the Lessees exercise their option for renewal con-(e), tained in the last preceding sub-clause, the rent payable by the Lessees to the Lessor during such respective renewed periods shall be as under, viz:-
 - R.5,000/- per month for the first renewed te rm (1)of 5(five) years;
 - (11)R.6,000/- per month for the next renewed term of 10 (Ten) years;

and

(iii) R.7,000/- per month for the last renewed term of 10 (Ten) years.

It is clearly understood and agreed that the said ex-(f). isting structur partly of a part basement and of

a ground floor belongs and shall continue to belong to the Lessor and he alone shall be entitled to the rent in respect thereof and the Lessor alone will be liable to pay the municipal and other Taxes and Outgoings in respect thereof.

- (g) The Lesse shall have the option to buy over, at the expiration of the original or renewed period of the Lease, the structure that may be constructed by the Lessees on the leased property at a price equal to the cost of thesaid structures to the "essees. The amount of cost of such structures shall be confirmed in writing by and between the aparties hereto within six months from thedate of completion of any structure. The Lessers shall be required to hand over to the Lessees posseesion of such structures against payment of the cost thereof. On such payment being made by the "esser to the lessees, such structures shill there upon belong absolutely to the Lesser.
- (h) Any notice to the Lessees, shall be sufficiently given if posted by registered post to them at their last known address or left for them at the said premises and any nodice to the Lessor shall be deemed to be sufficiently given if posted to him at his last known address.

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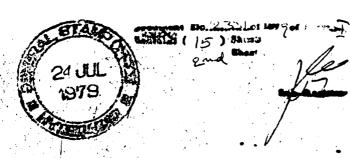
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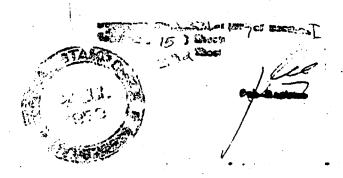
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DEED OF TRANSFER OF TRUST PROTEKTY FROM TRUSTED OF TEMPFICIARY

THIS DDED OF TRANSFER OF THIS, I UPERTY FROM TRUBTIES TO DEMERICIARY executed on this the Birt day of Narch, 1989 by: 51.3.8%

- Pravinchandra No G Direct tionery Family Trust represented by the Trustees: (1) Pravinchandra M.Modi S/o. Hamilal C. 1841 and about 51 years, R/o. 6-3-344, Banjara Wills, Hyderabad.
- 2. Pramodchandra Modi, S/o. Manilal C.Modi, ajed about 49 years, R/o. Penderghast Road, Secunderabad.
- 3. Satishchandra M.Hodi S/o. Handlal G.Modi, mged about 44 years, R/o. "Saritha Apartments" Banjara Hills, Hyderab d.
- 4. Kiran C.Modi, 5/o. Chimarlal C.Modi, aged about 41 years, R/o. Penderghant Load, Secunderabad.
- 5. Prakash Kadakia, S/o. Pravinchandra Kadakia, mged 40 years, R/o. Flat Po.127/2, Chanaclak Complex, 110, Sarajini DevijRo I, Socunderabadi 3.

hereinafter called the "TRUSTLED"

IN FAMOUR OF

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nersinanter Carps he BENEFICIARY : Witnesseth as follows:

WHEREAS the Trustees are the Trustees of PRAVINCHANDRA MODI DISCRETIONARY PAMILY TRUST, constituted by will of Smt. Giriabsi M. Modi w/o. Manilal C. Modi dt. 1-8-1976.

AND WHEREAS the Trust having the following assets/ Liabilities:

- 1. 1/7th Share in P.N.Modi Commercial Complex, bearing municipal No. 5-4-187/6, M.G.Road, Karbala Maidan, Secunderabadan
- 2. A credit balance of B. 34,229-56 (Rupees Thirty fix four thousand two hundred twenty nine and Ps. fifty six only) in the firm M/s. Indian Iron & Steel Corporation, 8571, R.P.Road, Secunderabad.
- 3. A Debit balance of &.1,56,579-19 (Rupees One lakh fifty six thousand five hundred seventy nine and Ps. Nineteen only) in the books of P.M.Modi Commercial Complex, Secunderabed.

are being held by the Trustees as Trustees for the benefit of the Beneficiary who is the beneficiary under the Trust Deed.

AND WHEREAS under the terms of the said trust by will dated 1-8-1976, the trustees decided to transfer the schedule mentioned property to the beneficiary of the beneficiary under the Trust deed.

The trustees hereby transfer unto the beneficiary the schedule mentioned assets/Liabilities to have and to hold the same as absolute to the owner thereof.

HEREAFTER, the Trustees shall not have any right, title or interest in the schedule mentioned Assets/Liabilities **Nazz which shall be enjoyed by the Beneficiary absolutely without any let or hindrance from the Trustees.

The Trustees hereby declare that they have not allienated or encumbered the schedule mentioned premises in any manner

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Solution Solution

The Trustont hereby agree to sign all documents and perform all acts that may become necessary to complete or defend the title of the Beneficiary to the Schedule mentioned precises assets/Liabibities.

SCHEDULE

DESCRIPTION OF THE PROPERTY HELLBY TRANSFERRED :

- 1. 1/7th share in P.M.Hodi Commercial Complex, bearing MCH No. 5-4-187/6, M.J.Rond, Karbela Maidan, Secunderabad.
- 2. A credit balance of R.34,229-56 (Rupees Thirty four thousand two hundred twenty nine and Ps. fifty six only) in the firm M/s. Indian Iron & Steel Corporation, 8571, R.P.Road, Secunderabid.
- 3. A Debit balance of 7.1,56,579-19 (Rupees One lakh fifty six thousand five hundred seventy nine and Paise Nineteen only) in the books of F.E.Modi Commondate Complex, Securitaries.

IN HITHERS WHERPOT, the Trustons have elected there, presents on the date and at the place mentioned bereinshove in the presence of the following Witnesses.

WITNESCES :

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SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT executed at Secunderabad, by and between :-

Pravinchandra Manilal Modi, Son of Late Sri.Manilal C.Modi, aged 57 years, R/o. 6-3-344, Road No.1, Banjara Hills, Hyderabad;

hereinafter referred to as the "LESSOR" which term shall mean and include whenever the context may so require his heirs, exe utors, administrators and assigns:

AND

- Omprakash Modi S/o.Pravinchandra Modi, aged 30 years occupation Business, R/o. 8-3-1084/1, Srinagar Colony, Hyderabad.
- Ajaykumar Modi S/o.Pravinchandra Modi, aged 26 years,
 Occupation Business, R/o. Prime Hills, Road No.10,
 Banjara Hills, 3rd Floor, Hyderabad 34.
- 3. Suprithi Gandhi W/o.Hridoy Gandhi aged 33 years, Occupation House hold, R/o. 2-E, Raag Durbar, 70,52-A, Sterling Road, Madras 34.

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- 4. Jayashree Parikh, W/o. Himanshu Parikh aged 28 years, occupation House hold, presently residing at U.S.A. represented by her General Power of Attorney agent Smt.Kusum P.Modi W/o. Sri Pravinchandra Modi.
- 5. Kusum P.Modi W/o. Sri Pravinchandra Modi aged 53 years, occupation business, R/o. 6-3-344, Banjara Hills, Hyderabad.
- 6. P.M.Modi HUF, represented by Pravinchandra Modi, S/o.Manilal C.Modi aged 57 years as the karta of his main HUF.
- 7. P.M.Modi Discretionery Family Trust represented by its Trustee Sri Prakash P.Kadakia S/o. Pravinchandra Kadakia aged years, occupation-business, R/o. Chandralok Complex, S.D.Road, Secunderabad.

hereinafter referred to as the "LESSEES" which term shall mean and include whenever the context may so require their respective heirs, executors, administrators and assigns; Witnesseth as follows:

The Lessor is the owner of the land, admeasuring 2100 Sq.yards, situated at the corner of the Mahatma Gandhi Road and Hussain Sagar Ring Road, which was formerly known as 'Karbala Maidan', Secunderabad. The Lessor had commenced construction of a multi-storeyed complex on the said land, but before the completion of the construction, the Lessor had entered into agreement Dt. 6-8-79 with the Lessees for completion of the construction and also leasing the property to the Lessees.

The Lessees have completed the construction and the complex is now styled as 'P.M.MODI COMMERCIAL COMPLEX'. Most of the complex is in the occupation of tenants, some of whom have offered to purchase specific units in the complex with proportionate share in the land. The Lessor as the owner, is intending to sell such Units. Under terms of the agreement of lease the lessor had specifically been vested with a right to take over the property by paying compensation to the lessees, not withstanding that the lessees shall give up all their rights under various agreements and receive instead compensation as and when the lessor onto to sell various portions.

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NOW THIS AGREEMENT WITNESSETH AS UNDER :-

- The Lessor shall be entitled to sell the Units to the intending purchasers on such terms as he may deem fit and proper.
- The Lasses shall have no objection to the proposed sales.
- In consideration of the Lessees having completed the construction and looked after the property for a considerably long period and in further consideration of the lessees giving up all their rights and claims in respect of the portions to be sold by the Lessor to third parties, the Lessor shall pay 70% of the sale consideration to the Lessees (who shall divide the same equally among themselves) in respect of the portions constructed and developed by the Lessees. The balance of 30% sale consideration of such sales shall be retained by the Lessor.
- It is specifically agreed that in so far the portions of the property which were constructed by the Lessor himself the entire sale consideration of such Units shall be retained by the Lessor.
- It is further agreed that in so far as the portions which are not sold, the terms of the earlier agreements shall prevail and be in force.

IN WITNESS WHEREOF, the Lessor and the Lessees have signed these presents on this the 6th day of May, 1993 at Secunderabad in the presence of the following witnesses.

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LCRISHNA)

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LESSEES



TAST WILL AND TESTAMENT

This LAST WILL AND TESTAMENT executed by myself Praviscohandra M.Modi scn of late Sri Manilal C. Modi, aged about 61 plans, R/o. 6-3-344, Road No.1, Banjara Hills, Hyderabad.

Witnesseth as follows:

I am in a sound and disposing state of mind. I have not executed any WILL previously and even if I have. I hereby revoke all such WILLS. I hereby reserve my right to cancel, amend or otherwise alternais will at any time. The bequests made under this WILL shall come into force only after my lemise.

I have from time to time acquired certain properties which are my self acquisition. I am giving the details of the properties in a subsequent paragraph. No one except myself, has any right in the properties so detailed.

I got married my wife Smt. Kusum Modi about 40 years ago and we have the following children:

- 1. Suprithi Gandhi (Daughter) 2. Omprakash P.Modi (Son)
- 3. Jayshree Parikh (Laughter) 4. Ajaykumar P. Modi (Son)

Both my daughters are married and well settled in life. I have also provided enough money for their education, marriages etc. My some were also given education and set-up in business by me. I am making the bequests under this will taking into consideration all these factors.

IMMOVABLE PROPERTIES:

- 1. House bearing No.6-3-344, Road No.1, Banjara Hills, Hyderabad admeasuring about 3448.8 Sq.yds.
- 2. An extent of 599 Sq.yds.of open land (adjecent to P M Modi Complex) Karbala Maidan, Secunderabad.
- 3. A bungalow bearing No.9, Sandeep Co-op. Housing Society, situated at Panchgani, Maharashtra.
- 4. A land to an extent of 2 acres 20 guntas in Survey No.96/1 at Moula Ali, Secunderabad.
- 5. An open land situated at Uttar Kashi.

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- 6. In P.M.Modi Commercial Complex, Karbala Maidan, M G Road, Secunderabad I have the following shares;
 - a) 2600 Sq.ft. in Cellar and 7000 Sq.ft. in the Ground floor with proportionate undivided share in the land.
 - b) 30% share in the unsold portions of remaining Cellar and Ground floors and a 30% share in the unsold portions of First, Second and Third Floors.

JEWEL ARY:

Gold ornaments of approximate weight of 55 Tolas, Silver articles of 20 kg: One pair of Daimond ear tops and one diamond ear ring.

I make the following bequests in respect of the above said properties:

- 1. The house bearing No.6-3-344, Road No.1, Banjara Hills, Hyderabad shall be bequethed in my wife Smt. Kusum P.Modi's favour. She will have absolute right over the property.
- 2. The property situated at Panchgani, Maharashtra shall devolve upon the P.M. Modi HUF (Main) and shall be maintained by the P.M. Modi HUF (Main).
- 3. I am creating a Trust, the details of which are given hereunder;
 - a) The name of the Trust shall be "PRAVINCHANDRE MODI FAMILY TRUST".
 - b) The Trust shall be managed by the following Trustees.
 - i) Shri Omprakash P. Modi (My son)
 - ii) Smt. Suprithi Gandhi (My daughter)

They shall formulate the rules and guidelines for maintenance and administration of the Trust. The trustees may purchase, acquire, transfer, sell, mortgage any movable or immovable property necessary in implimenting the objects of the Trust. They shall also be competent to enroll any other person or persons of their choice as Trustees.

c) I hereby bequeath the following properties to the said Trust for the benefit of the beneficieries:

1. A laid to an extent of 2 acres 20 guntas in Survey No.96/1 at Moula Ali, Sec'bad. 2) My share in P M Modi Com.Complex - as men ioned above, 3) An extent of 599 Sq.yds of open land bearing No. 5-4-187/ Karbala Maidan, Se^{Cu}nderabad (Land adjecent to P M Modi Complex), 4) Open land at Uttar Kashi.

hatrien:

Kusum P modi

Javin Chandre & S. S. S. J.

5) All the Credit / Debit balances in the books of P.M. Modi Comm. Complex, Indian Iron & Steel Corporation, Indian Steel Industries and or any other firms / Cos. not specified in this. 6) My share in the firm M/s.Sagarview Estates, 7) All the balances in the banks, 8) Any other property or properties which becomes my property from the date of this WILL till the date of my death 9) Any other property held by me and not specifically bequeathed in favour of any one.

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d) The following are the beneficiaries of the Trust and they shall enjoy the income of the Trust in the ratios mentioned against each;

Sri Omprakash P.Modi - 20%, Sri Ajaykumar P.Modi - 10%, Smt. Suprithi Gandhi - 5%, Smt. Jayshree Parikh - 5%, Smt. Parul O. Modi - 5%, Smt. Smita A. Modi - 5%, Miss Heeral Gandhi - 5%, Miss Sushil Gandhi - 5%, Master Akshay O. Modi - 5%, Miss Komal O. Modi - 5%, Master Sanath Parikh - 5%, Miss Sneha A. Modi -5%, and Sidha Yoga Trust - 20%.

4. I hereby bequeath all the Jewellary specified above equally to my four children i.e. 2 sons and 2 daughters. None of my children will raise any dispute with regard to my distribution of jewellery which will be equal in value but at the discretion of my daughter Smt. Supriti Gandhi and son Omprakash P. Modi.

I appoint Shri Omprakash P. Modi for execution of the will in consultation with our family members. I also wish that all the family members to co-ordinate in executing the WILL.

The properties mentioned above all my self acquired properties. No one except myself has, any right in the properties. They shall be enjoyed by the persons in whose favour they are bequeathed without any disturbance from others. I wish that the properties so bequeathed shall be enjoyed exclusively by the persons in whose favour they are bequeathed.

This WILL is executed by me voulentarily without fear or favour and without any coersion or undue influence from any one;

This WILL is signed by me on this 5th day of November, 1999 in the presence of the following witnesses;

WITNESSES:

1. (S. Rama Ras) [199]

2. Rusum P may:



945 27/3/2001 50-00. Pravinchendra mods: Family Trust.

S AMP VENDOR L. No. 13/97 R No. 12/2000 5 4 76/A. Cellar. Opp: TVS Show Room, Ranigunj, SEC'BAD-3.

TRUST DEED

This deed of Trust executed on this 27th day of March, 2001 by

1. Sri Omprakash P. Modi son of late Sri Pravinchandra M. Modi, aged about 37 years, resident of H.No. 8-3-1084/1, Srinagar Colony, Hyderabad.

And

2. Smt. Supriti Gandhi, wife of Sri Hridoy Gandhi, aged about 40 years, resident of 2 E, Raag Darbar, Sterling Road, Chennal. Temper of enforcement of 1-11-212. Stycombol Bulleting, Bayumper, Hydrol Coof (hereinafter referred to as Managing Trustees)

WHEREAS the Trustees have decided to form a trust under the name and style of "Pravinchandra Modi Family Trust" and the trustees shall manage the affairs of the said trust to safeguard the interests of the beneficiaries hereinafter set forth.

Confragation.



LITTA OF MENDERS 12/2000 17/A. Cellar, Committee 18/5 Show Room, Rameunj, SEC'6/5D-3.

Page 2

WHEREAS the Trustees are possessed of and entitled to a sum of Rs.2,000/-(Rupees two thousand only) i.e. Rs. 1,000/- (Rupees One thousand only) each which they are desirous of settling upon the Trust and In the manner hereinafter mentioned.

WHEREAS the following persons are entitled for the benefits of the trust property to be devolved on it and the respective shares of the said beneficiaries are as follows:

Sri Omprakash P. Modi – 20%, Sri Ajaykumar P. Modi – 10%, Smt. Supritl Gandhi - 5%, Smt. Jayshree Parikh – 5%, Smt. Smt. Parul O. Modi – 5%, Smt. Smita A. Modi –5%, Heeral Gandhi – 5%, Sushil Gandhi - 5%, Akshay O. Modl –5%, Komal O. Modi – 5%, Sanath Parikh -5%, Sneha A. Modl – 5% and Sidha Yoga Trust – 20%

WHEREAS any property if devolved in the name of the said trust, the benefits accrued on account of the same shall be utilised for the benefit of the beneficiaries as mentioned above.

WHEREAS the Managing Trustees I.e. Sri Omprakash P. Modi and Smt. Supriti Gandhi are desirous of reducing the terms and conditions of the Trust.

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NOW THIS INDENTURE OF TRUST WITHNESSETH AS UNDER

- 1. That the trust shall be known as "Pravinchandra Modi Family Trust".
- 2. The trust shall function from P.M. Modi Commercial Complex, 5-4-187/6, M.G. Road, Secunderabad 500 003.
- 3. The Trust shall be managed by the following Managing Trustees;
 - a. Sri Omprakash P. Modi son of late Sri Pravinchandra M. Modi resident of 8-3-1084/1, Srinagar Colony, Hyderabad;

And

- b. Smt. Supriti Gandhi, wife of Sri Hridoy Gandhi resident of 2E Raag Durbar, 52 Sterling Road, Chennai.
- 4. The Managing Trustees shall manage the affairs of the estate belonging to the Trust to the utmost benefit of the Trustees. The Managing Trustees shall have all the powers in them to hold, sale, mortgage, transfer or deal with the sald properties in the name of the Trust and in the interest of the Trust.
- 5. Both the Managing Trustees shall jointly open Bank account (s) with any Schedule Bank or any banking institutions including co-operative banks in the name of the Trust.
- 6. The Managing Trustees shall maintain the books of account for the Trust and close the books of account on 31⁵¹ March, of every year.
- 7. The Managing Trustees shall prepare the accounts of the Trust by 31st March of every year.
- 8. The income derived from the properties of the Trust shall be retained with the Trust. The Managing Trustees may at their discretion allow the beneficiaries to draw repayable loans from the Trust funds in case there is any need for medical, educational and marriage purposes.
- 9. In case the Trust were to be dissolved, all the properties, movable and immovable, held by the Trust on the date of dissolution shall be divided among the beneficiaries in the ratio mentioned above. The trust shall continue to exist for a minimum period of 10 years or such period as is advantageous to the beneficiaries at the discretion of the Managing Trustees.

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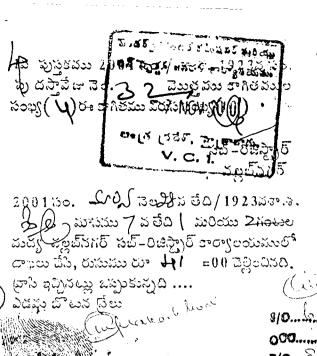
- 10. The Managing Trustees may enter into any business including the purchase and sale of shares. However, all such activities shall be in the interest and for the benefit of the beneficiaries.
- 11. The Managing Trustees may appoint any employee(s) to assist in the day to day work of the Trust and the said trustees shall have all the all the rights to remove such employees in the interest of the Trust.
- 12. The Managing Trustees may incur expenditure, on maintenance of the properties and management of the Trust, from out of the Trust funds to the extent necessary in the interest of the Trust.
- 13. The Trust shall contain two trustees and the said trustees may at their discretion nominate any number of trustees as are required for management and administration of the settled properties.
- 14. The Managing Trustees may at their discretion borrow, lend and deal with the funds, of the trust in the manner most beneficial to the beneficiaries of the Trust.
- 15. The powers conferred under this trust deed in favour of the Managing Trustees are only in the interest of maintenance of the properties transferred to the trust and to look after the interest of the beneficiaries of the trust. Such powers cannot in any way be mistaken to be the rights allotted to the Managing Trustees.
- 16. The Managing Trustees are obliged to explain the accounts to the beneficiaries, whenever such beneficiaries require to do so.

In witness whereof, the Managing Trustees affix their signatures on this the 27th day of March, 2001 in the presence of the witnesses mentioned hereunder;

1. SAMEER)
2. S. Korumulla

2. Supili Gandli

(TRUSTEES



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Supreli Goudla

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Name: SAMEER

Name a s s 8 duoy de

S/O : ALLA BAKSH

Occ :.. BUSINESS

RIO :2:3:151. Ramgoldrio :8-3-260. YOUSUFGUDA. HYD. Pet Sec'heal.

2001 స్వ. మాయ్లి నెల లెవివేది.శా.శ. 1923వ

మాస్త్రమ ${\mathcal I}$ వలేది.

4వ పుస్తకము 2001 సం./శా.శ. 1923వ సం.స్త **నెంబరుగా రిజిష్టరు చేయబడినది.** స్క్రానింగ్ నిక్క หมูยู่ข้อง ลือนชง 1508-U-3V -200



మ పుస్తకము/2001 సం./ శా.శ. 1923 నట్టుల పు దస్తావేజు నెం. పై 2 మెజ్ఞుము కాగితముల పుర్యు(ఆ) ఈ కాగితము వరున సంఖ్య (నై) జాబ్ -లిజిస్క్రార్ వ్యజ్నిగ్



్మ్ పుస్తుకను 2001 సం./ శా.శ. 1923 న సం. పు దస్తావేజు నెం. ై మొత్తము కాగితముల సుంఖ్య (ఎఈ కాగితము వర్గన సంఖ్య (ఏ) గుర్-రిజిస్ట్రార్ పిర్మాట్ శగ్ర్



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మ పుస్తకము 2001 సం./ శా.శ. 1923వ సం. పు దస్తావేజు నెం. ై మొత్తము కాగిలముల సంఖ్య (4) ఈ కాగిలము వరుస్స్ సింఖ్య (4) సబ్ పై తిజిస్ట్రెర్ నిజ్ఞబ్నగర్



Consideration : As 2000 Check alip For and by Market Value : Rs. Chack Slip Experimed by Stamp Duty : Rs. · (100) Regular Number Regn. Fee : As. مد Endt Fees : Rs. Assigned by ._ 1 Copying Fees : As. Document Scanned by T.P.T. : Rs. R.R. 200 :Rs. 1007-D.S.D. :Rs. Bero-Registrar Vallabh Negar Ranga Reddy Dist. TOTAL :Rs.