



No. 4200 Date 13/6/96 Amount 100/-
P. Name P. Kanaka Rao s/o Subba Rao - Hyd 21734
For Whom Siva sakti constructions.

B. SADA SIVA
STAMP VENDER I.P. No. 606
No. 33, Begunur, Secunderabad
CHIRANTANU
HYDRABAD
B. Sada

RETIREMENT DEED

THIS DEED OF RETIREMENT is executed on this the _____ day of _____ by _____ and between:

1. SURESH BAJAJ s/o Shri P H Bajaj, aged about 43 years, hereafter referred to as Suresh
2. MADAN BAJAJ s/o Shri P H Bajaj aged about 43 years, hereafter referred to as Madan
3. SUDHIR BAJAJ s/o Shri P H Bajaj aged about 33 years, referred to as Sudhir ~~and represented by Shri Suresh Bajaj~~ all residents of 5-1-32, R.P.Road, Secunderabad - 500 003
4. V L BAJAJ s/o Shri L H Bajaj aged about 42 years, r/o 403 Mansarovar, 6/7, Mount Pleasant Road, Bombay 400 006 hereafter referred to as V L Bajaj

(parties 1 to 4 hereto being referred to jointly hereafter as Bajaj's and are continuing partner)

AND

5. SATISHCHANDRA MODI s/o Shri Manilal Modi aged about 52 years, r/o 1-8-179/3, SD Road, Secunderabad 500 003, hereafter referred to as Satish and is a retiring partner.

[Handwritten signatures and initials on the left side of the page]

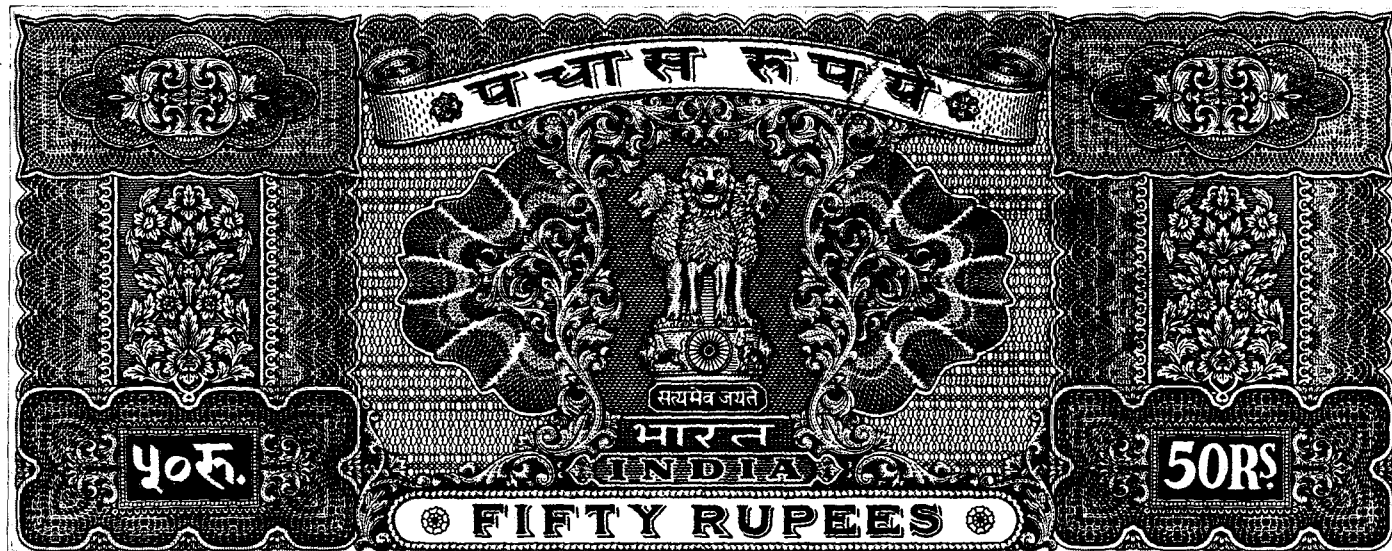
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[Handwritten initials]

[Handwritten signature: Satish modi.]



S. No. 4203 Date, 13/6/96 Amount 50/-
 P. Name P. Kanaka Rao s/o Subba Rao - Hydr.
 For Whom Siva Sakthi constructions

B. SADA SIVA
 STAMP VENDER L. No. 61/96
 No. 38, Raghava Ratna Towers
 CHIRAG ALI LINE, ABIDS
 HYDERABAD-1.

-2-

WHEREAS

- The partners hereto have been carrying on business under the name and style of SHIV SHAKTI CONSTRUCTIONS under a deed of partnership dated 13th May, 1996.
- The parties mutually decided that the Retiring Partner retire from the partnership leaving the Continuing Partners to do the business on their own;
- It was the desire of the parties hereto to reduce to writing the terms and conditions of the said retirement;
- The parties desired to reduce to writing the terms of the partnership.

WITNESSETH

- The Retiring Partner has retired from the partnership of SHIV SHAKTI CONSTRUCTIONS with effect from
- The Continuing Partners have taken over the entire business of the firm as a going concern together with all its assets and liabilities, including goodwill. It is specifically agreed that the firm continues to own the property introduced by the Retiring Partner at the time of formation of the partnership.

1. *[Signature]*

2. *[Signature]*

3. *[Signature]*

4. *[Signature]*

5. *[Signature]*

3. After the retirement, the Continuing Partners shall be entitled to continue and carry on the business and take up new business on their own and in any manner they deem fit without reference to, objection or hindrance from, the Retiring Partner
4. The Continuing Partners shall alone, and to the exclusion of the Retiring Partner, have rights, interest and title to the properties of the firm, the right to use its name, style and logo.
5. The Continuing Partners shall be responsible for all the liabilities of the firm, past, present and future and entirely to the exclusion of the Retiring Partner.
6. The accounts of the firm have been settled between the Continuing and Retiring Partners and no amounts are receivable/payable by either to the other.
7. The Retiring Partner shall not be called upon to make any payment for any liability or claim, past or present, against the firm, on any account, including from banks, financial institutions, customers, suppliers, tax and other government departments and the like.
8. The parties assure each other that they shall do all and whatsoever that may be required to more fully effectuate the said retirement.

In witness whereof the parties hereto have executed this retirement deed by free will and full understanding.

WITNESSES:

1. AB Chavanday Jain
[Signature]

2. [Signature]

Continuing Partners

1. [Signature]
1. Madan Bajaj

2. [Signature]
2. Suresh Bajaj

3. [Signature]
3. Sunil Bajaj

4. [Signature]
4. V. L. Bajaj

Retiring Partner

5. [Signature]
1. Satish Modi