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RADHA STAMP VENDOR L.No. 30/90 R.L. No. 16/94 11-3-1136, GOKULNAGAR, HYDERABAB.

DEED OF TOTAL PARTITION OF A HINDU UNDIVIDED FAMILY

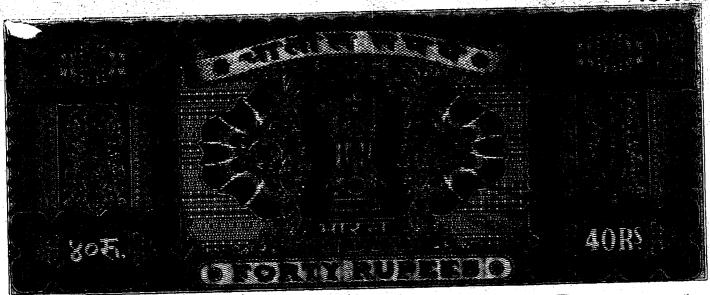
THIS DEED OF PARTITION is made on this 1st day of April One Thousand Nine Hundred and Ninety Eight between:

- 1. Shri. Pravinchandra M. Modi S/o. Late Shri. Manilal C. Modi, aged 61 Years, residing at 6-3-344, Road No. 1, Banjara Hills, Hyderabad -500 034.
- 2. Shri. Omprakash P. Modi S/o. Shri. Pravinchandra M. Modi aged 35 Years, residing at 6-3-344, Road No. 1, Banjara Hills, Hyderabad -500 034
- 3. Shri. Ajay P. Modi S/o. Shri. Pravinchandra M. Modi aged 31 Years, residing at 6-3-344, Road No. 1, Banjara Hills, Hyderabad -500 034
- 4. Shri. Pramodchandra M. Modi S/o. Late. Shri. Manilal C. Modi aged 57 years, residing at 1-8-165, Prenderghast Road, Secunderabad.
- 5. Shri. Ashish P. Modi S/o. Shri. Pramodchandra M. Modi aged years, residing at 1-8-165, Prenderghast Road, Secunderabad
- 6. Shri. Nirav P. Modi S/o. Shri. Pramodchandra M. Modi aged years, residing at 1-8-165, Prenderghast Road, Secunderabad

7. Shri. Satishchandra M. Modi S/o. Late Shri. Manilal C. Modi, aged 53 years residing at Plot No. 1025, Road No. Wubilee Hills, Hyderabad

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of No 8404 Date 29.03.37 10 40 TOWN to SATISH MODI Sto MANUAL C-MIDI, SEC-RAD. STAMP VENDOR L. No. 30/90 R.L. No. 16/90 SELF.

RADHA 11-3-1136, GOKULNAGAR, HYDERABAD.

- 8. Shri. Soham M. Modi S/o. Shri. Satishchandra M. Modi aged 29 Years residing at Plot No. 1025, Road No. 45, Jubilee Hills, Hyderabad.
- 9. Shri. Sourabh M. Modi S/o. Shri. Satishchandra M. Modi aged 27 years, residing at Plot No. 1025, Road No. 45, Jubilee Hills, Hyderabad.

The above parties hereinafter called the First Party, Second Party, Third Party, Fourth Party, Fifth Party, Sixth Party, Seventh Party, Eighth Party and Ninth Party respectively.

WHEREAS:

- a) The parties hereto are descendants and members of the Hindu Undivided Family of Late Shri. Manilal C. Modi who died on the 8^{th} day of March 1983 and are governed by Mitakshara School of Hindu Law, such Hindu Joint Family is hereinafter referred to as and called as M. C. Modi HUF and/or as 'Family'.
- b) Late Shri. Manilal C. Modi had three sons namely Shri. Pravinchandra Modi, Shri. Pramodchandra Modi and Shri. Satishchandra Modi who are the First, Fourth and Seventh Parties respectively to this Deed.

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Amy of the asset c) After the death of said Shri Manilal C. Modi the assets & properties of the family continued to remain joint in the

name of M. C. Modi HUF.

- Smt. Kusum P. Modi W/o. Shri. Pravinchandra M. Modi
- ii) Smt. Usha P. Modi W/o. Shri. Pramodchandra M. Modi
- iii) Smt. Parul O. Modi W/o. Shri. Omprakash P. Modi
- Smt. Smita Modi W/o. Shri. Ajay P. Modi
- Smt. Rupali Modi W/o. Shri. Ashish P. Modi
- Smt. Kanan Modi W/o. Shri. Nirav P. Modi vi)
- vii) Smt. Tejal Modi W/o. Shri. Soham M. Modi
- Smt. Pranjali Modi W/o. Shri. Sourabh Modi viii)
- d) There are also the daughters as stated hereunder, of the co-parceners who are members of the family and entitled to share at the partition but have relinquished all their rights in the joint family property.
 - i) Smt. Supreeti Gandhi W/o. Shri. Hridoy Gandhi and D/o. Shri. Pravinchandra M. Modi.
 - ii) Smt. Jayashree Parikh W/o. Shri. Himanshu Parikh and D/o. Shri. Pravinchandra M. Modi.
 - iii) Smt. Shreya Modi W/o. Shri. Sameer Modi and D/o. Shri. Pramodchandra M. Modi.
 - iv) Baby. Komal O. Modi (Minor) D/o. Shri. Omprakash Modi.
 - v) Baby. Sneha A. Modi (Minor) D/o. Shri. Ajay Modi.

 - vi) Baby. Nisha Modi (Minor) D/o. Shri. Soham Modi. vii) Baby. Nidhi Modi (Minor) D/o. Shri. Soham Modi
 - viii) Baby. Tanvi Modi (Minor) D/o. Shri. Sourabh Modi
- e) The following assets and properties are owned by the jointly family as on 01.04.1998.

Amounts due from :

- 1. Satish Modi 2,38,945.40
- 2. M. C. Modi Discretionary Trust 2,06,756.00
- 3. Indian Iron & Steel Corporation 8,76,620.54
- 4. Indian Steel Industries 72,601.93

Total Assets

13,94,923.87

are liabilities of the joint family as 01.04.1998.

- f) The parties hereto are the co-parceners of the joint family entitled to claim partition and also competent to contract, the other co-parceners being minor sons.
- parties hereto have agreed among themselves partition the assets and properties of the joint family.
- It is necessary to duly record the said division and partition mutually agreed to by the parties:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- 1. That this division and total partition of M. C. Modi HUF shall be effective on 01.04.1998 (1st day of April One Thousand Nine Hundred and Ninety Eight)
- 2. That the amounts due to M. C. Modi HUF from debtors as given below as on 01.04.1998 shall now belong to the first party of the this Deed, namely Shri. Pravinchandra M. Modi.

Indian Iron & Steel Corporation Rs. 8,38,540.54 Indian Steel Industries 72,601.93

- 3. That out of the total amount due to M. C. Modi HUF from M/s. Indian Iron & Steel Corporation of Rs. 8,78,620.54 as on 01.04.1998 an amount of Rs. 8,38,540.54 shall belong to Shri. Pravinchandra M. Modi as stated in clause 2 above and balance amount of Rs. 38,080/- shall belong to fourth party namely Shri. Pramodchandra Modi.
- 4. That amount due to M. C. Modi HUF from debtors as given as on 01.04.98 shall now belong to the Seventh Party of this Deed, namely Shri. Satishchandra Modi.

M. C. Modi Discretionary Tryst Rs. 2,06,756.00 Shri. Satish Chandra Modi Rs. 2,38,945.40

- 5. That with the above division and partition of assets of M. C. Modi HUF as on 01.04.98 the M. C. Modi HUF ceased to exists as joint family.
- 6. That the Karta of M. C. Modi HUF shall give the necessary communication to its debtors as stated above as to the division and partition of the assets so that the amounts be credited to the account of the respective co-parcenres in the books of such debtors.
- 7. That it is agreed that al dues and outstandings accruing due to each party in respect of the sundry debtors assigned to him as above shall be realizable by such party above and other parties to the Deed shall be deemed to have granted or assigned their respective interest in such dues and outstandings in favour of the party to whom the said debtors has been allotted as above:

8. That income tax, Wealth tax and other Direct Taxes, whether arrears or assessable on erstwhile Hindu Undivided Family Shall be payable by the First Party namely Shri Pravinchandra M.Modi.

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- 9. That one original and two copies of the deed are being executed. The original shall belong to the first party and one copy each to the fourth party and seventh party.
- 10. That the expressions First Party, Second Party, Third Party, Fourth Party, Fifth Party, Sixth Party, Seventh Party, Eighth Party and Ninth Party shall unless there be anything contrary thereto in context, mean and include their respective heirs, survivors, successors, representatives and assigns.

In witness whereof the parties hereto have executed this deed on the date first hereinbefore mentioned.

(Sixth Party)

(Eighth Party)