



9772 8-4-94 20/-
 D. २० ४९
 सुबोध, Desai
 M. M. Desai, Desai, Desai

[Signature]
 S. P. E. NO. 51/84, R. NO. 4100
 REGIMENTAL BAZAR, SEC 4 RD

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1994, by and between :-

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devamshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.

1 *[Signature]*
 2 Devanshi Desai
 3 Preeti Desai
 4 *[Signature]*
 5 *[Signature]*
 6 *[Signature]*

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7 *[Signature]*
 8 *[Signature]*
 9 *[Signature]*

4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Amav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(hereafter collectively referred to as beneficiaries of Desai Group).

IN FAVOUR OF

1. Smt. Tejal Modi W/o. Shri Soham Modi, aged about 23 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.
3. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF.
2. Shri Sourabh Modi S/o. Shri Satish Modi, aged about 22 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.

(hereafter collectively referred to as continuing beneficiaries of Modi Group).

The expression 'Beneficiaries of Desai Group' and 'Beneficiaries of Modi Group' shall mean and include unless it is repugnant to context their respective legal heirs, nominees, representative, administrator, executors etc.

Whereas:

1. Beneficiaries of Desai Group are having beneficial interest in a private determined trust styled as M & M Associates.
2. The said trust is settled by Shri Ashok Chaturdal Desai vide Deed of Trust dated 31/03/1981.

1 Nagmani
 2 Devanshi Desai
 3 Preeti Desai
 4 Subodh K. Desai
 5 Subodh K. Desai

22

6 Vinod K. Desai
 7 Valmik K. Desai
 8 Vinod K. Desai
 9 Nagmani K. Desai
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3. The respective beneficiaries of Desai Group is having following share in the Trust.

Name	Share	Date of attaining majority
Shri Roopesh Desai	12.5%	25/05/1990
Miss Devarshi Desai	12.5%	18/05/1993
Miss Preeti Desai	8.33%	10/08/1993
Miss Nirmita Desai	8.33%	07/07/1999
Master Sanket Desai	8.33%	03/09/2000
Master Rieken Desai	12.5%	10/08/1996
Master Arnav Desai	12.5%	01/11/2000
Miss Hiral Desai	12.5%	24/12/1996
Master Amtesh Desai	12.5%	12/08/2000

The Deed of Trust dated 31/03/1981, inter alia, provides that the share of beneficiaries is to be accumulated till the respective beneficiary attains the age of majority.

4. The beneficiaries of the Desai Group who have attained the age of majority and father and natural guardian of other minor beneficiaries of the Desai Group have decided to relinquish their respective beneficial share in M & M Associates in favour of continuing beneficiaries of Modi Group.

Therefore this Deed of Relinquishment Witnesseth as under:

1. That the respective beneficiaries of Desai group have relinquished all their rights, claims, interest of whatsoever nature in favour of the continuing beneficiaries of Modi Group as given hereunder with effect from 01/04/1994.

In favour of	Extent of Share
Smt. Tejal Modi	25%
Shri Soham Modi HUP	25%
Shri Sourabh Modi	50%

2. That the respective beneficiaries of Desai Group shall not have any rights, claims, interest of whatsoever nature in the Trust of M & M Associates.

1 Roopesh Desai
2 Devarshi Desai
3 Preeti Desai
4 Sanket Desai
5 Sanket Desai

6 Amtesh Desai
7 Nirmita Desai
8 Amtesh Desai
9 Nirmita Desai

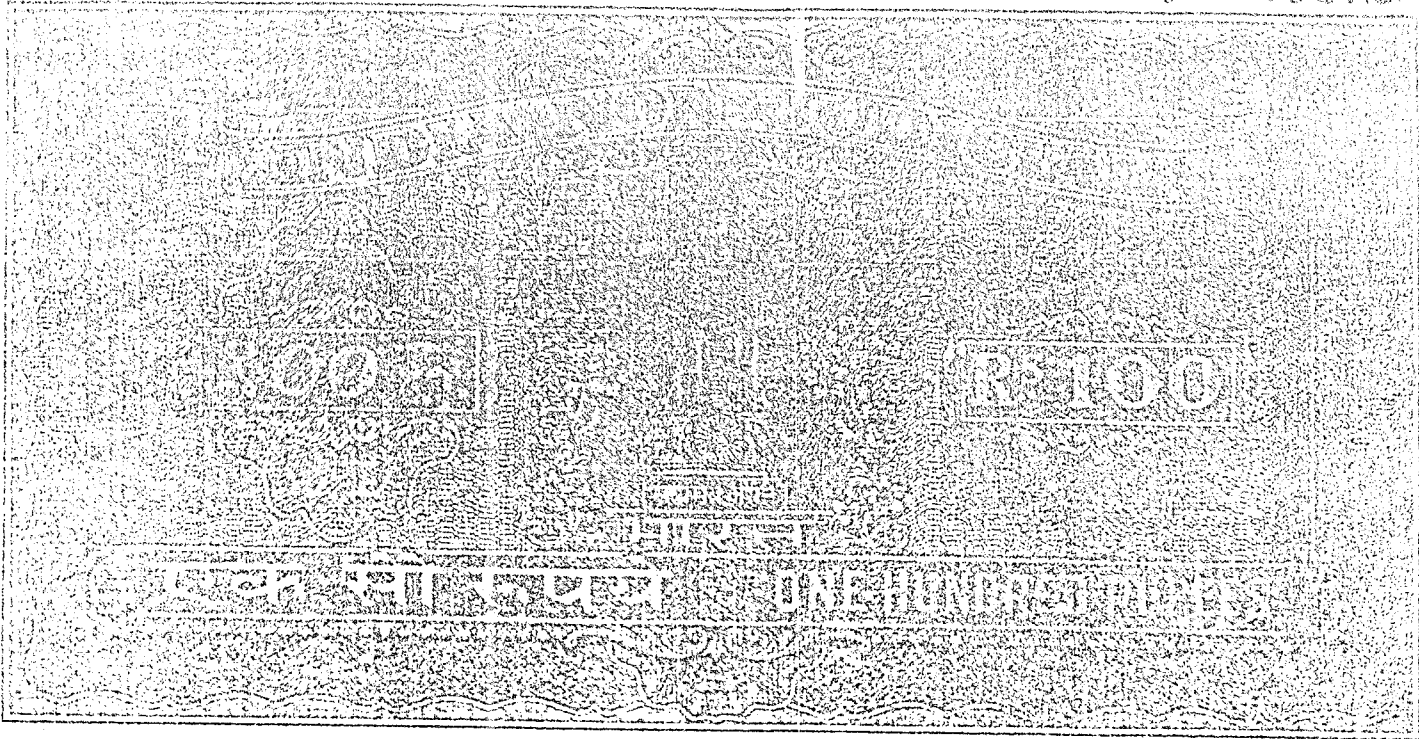
IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

WITNESSES:

1. Sanket S. Desai
SSS MGR/001
Secy/Cal
2. Valmik K. Desai
G.K. Desai & Co.

1. Shri Koopesh M. Desai
Devanshi Desai
2. Miss Devanshi M. Desai
Preeti Desai
3. Miss Preeti S. Desai

4. Miss Nirmita S. Desai, represented by her father Shri Subodh K. Desai. Subodh K. Desai
5. Master Sanket S. Desai, represented by his father Subodh K. Desai. Subodh K. Desai
6. Master Ricken V. Desai, represented by his father Shri Vinod K. Desai. Vinod K. Desai
7. Miss Hiral V. Desai, represented by her father Shri Valmik K. Desai. Valmik K. Desai
8. Master Arnav V. Desai, represented by his father Shri Vinod K. Desai. Vinod K. Desai
9. Master Amit V. Desai, represented by his father Shri Valmik Desai. Valmik K. Desai



S. No 16730... dated 27.8.1990... 100/-
Sd to Kantilal B. Desai S/o Bhaime Bhai Desai
R/o Hyderabad
For whom.....

[Signature]
S.V.P. Sharma
SUB-REGISTRAR,
Ex-Officio Stamp Vendor,
Court Compound, Sec'bad

TRUST DEED

THIS DEED OF TRUST IS made at Hyderabad on this 19th day of August, 1990 by KANTILAL B. DESAI S/o. Late Sri. Bhimbhai Desai Aged about 73 years, resident of 1-11-222/3/1, Begumpet, Hyderabad - 500 015. Hereinafter called "THE SETTLOR" of the one part :

AND

1. MAHESH K. DESAI S/o. Sri. Kantilal B. Desai Aged about 46 years resident of 1-11-222/3/1, Begumpet, Hyderabad-16.
2. KANTILAL B. DESAI S/o. Late Sri. Bhimbhai Desai Aged about 73 years, resident of 1-11-222/3/1, Begumpet, Hyderabad-16.
3. VINOD K. DESAI S/o. Sri. Kantilal B. Desai Aged about 40 years resident of 1-10-38/3, Nirmal Bldg. Begumpet, Hyderabad, hereinafter called "THE TRUSTEES". (which expression shall wherever it occurs in these presents mean and include, unless there is anything repugnant to the context thereof or inconsistent therewith, Trustee or Trustees for the time being of these present or survivors, or the last survivor of the Trustee or Trustees their assigns and heirs, executors and administrators of such survivor) of the other part.

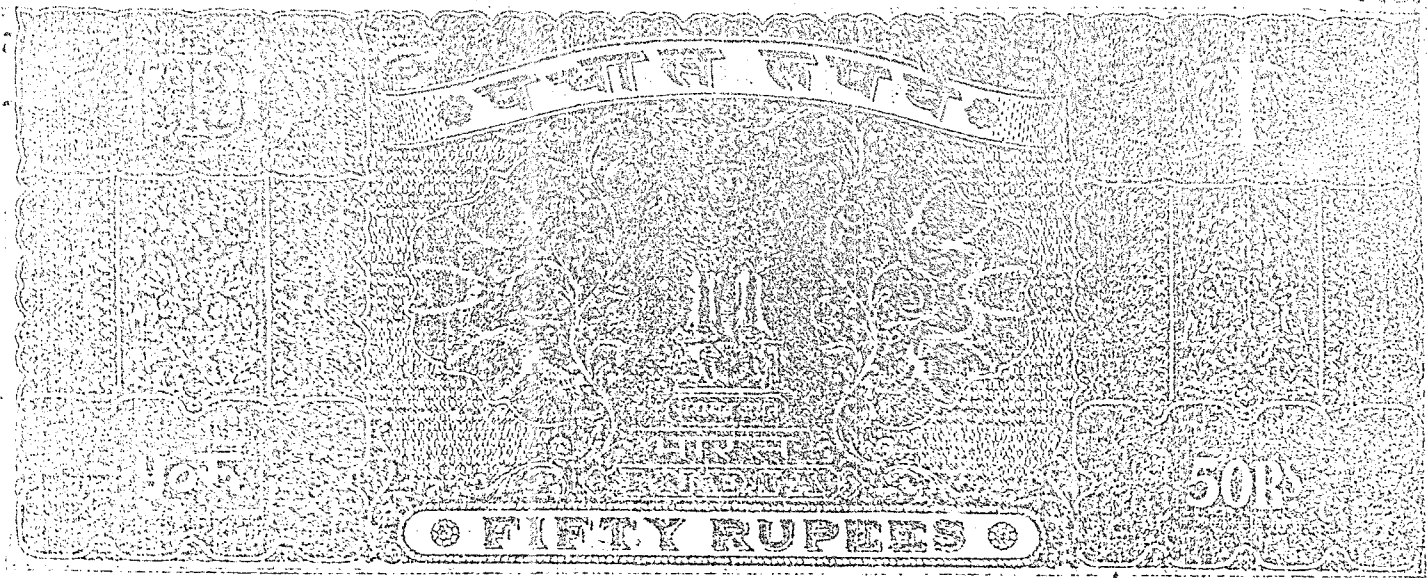
WHEREAS the Settlor is desirous of creating a Charitable Trust with philanthropic aim for the objects and purposes hereinafter appearing.

AND WHEREAS the Settlor is the absolute owner of the sum of Rs. 15,000/-

[Signature]

[Signature]

[Signature]



2700/- 18.11.89 58.00

Nandham

Sarbjit Singh &

Kantilal Desai & Bhim Shri Desai

:: 2 ::

[Signature]
 P. RAMA SUBBAMMA
 STAMP VENDOR,
 LIC. NO. 15/15 R. NO. 51337
 52, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

AND WHEREAS the in pursuance of the said desire, the settlor have handed over to the Trustees a sum of Rs. 15,000/- (Rupees Fifteen Thousand Only) by Cheque No. drawn on to form as a Corpus Fund, upon the trust with powers and subject to the terms and conditions hereinafter appearing :

AND WHEREAS the Trustees have received and accepted upon the trust the said sum of Rs. 15,000/- (Rupees Fifteen Thousand Only) with powers and subject to the terms and conditions hereinafter appearing :

AND WHEREAS the Trustees have consented to act as trustees hereof

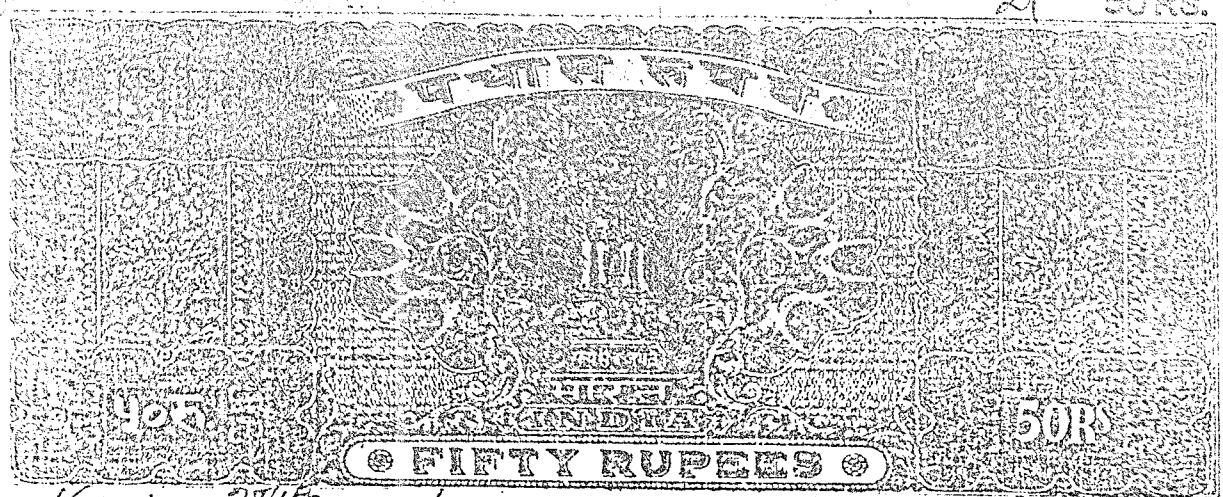
NOW THESE PRESENTS WITNESSES

1. The Trust shall be called Smt. NIRMALABEN KANTILAL DESAI CHARITABLE TRUST.
2. The Office of the trust for the present shall be situated at 4-3-161, Hill Street, Secunderabad - 500 003 and at such other place or places as the Trustees may decidee from time to time.
3. The objects of the trust shall be
 1. To inculcate and spread belief and faith in God, and for achieving this object to arrange and conduct religious functions, discourses, bhajans, conduct classes & establish maintain, run, develop, improve, extend and great donations and assist in establishment maintenance, running, development improvement and extension of temples, prayer halls, dharmashalas, mosques, churches and gurudwaras.

1. Kantilal Desai

2. Bhim Shri Desai

2. Bhim Shri Desai



No. (233) Date 27/11/70 Rs. 5/-

Pay to Quantal B. Desai & Bhairi Desai

For whom.....

:: 3 ::

S. V. D. Shrivastava
SUB-REGISTRAR,
Ex-Officio Stamp Vendor,
Court Compound, Sec...

- ii) To encourage, advance and propogate literary learning and education and for achieving the said object to establish, maintain, run, develop, improve, extend, grant donation and assist in the establishment, maintenance, running, development, improvement and extension of schools, colleges, workshops, industrial and Technical schools and Sponsor seminars.
- iii) To develop healthy as well as critical attitude towards the development of mental, physical and moral uplift of the students so as to make them good citizens.
- iv) To establish, maintain or acquire library or libraries for the benefit of the community.
- v) To institute and award scholarships for the study, reasearch and apprenticeship for all or any of the afore-said educational purposes.
- vi) To establish, maintain, run, develop, improve, extend, grant dnations, for and to aid and assist in the establishment, maintenmce, running, development, improvement and extension of hospitals, clinics, X-Ray plants, dispensaries, maternity houses, recreation centres, pathological investigative labs and research institutes and all similar institutions as will afford treatment to alleviate human sufferings.
- vii) To build and construct and/or to get built and constructed guest houses, prayer hz halls, libraries, reading rooms, hostels, dharmshalas, dispensaries, hospitals etc. and to be kept open for public.
- viii) To strive for the progress and advancement of spiritual, physical, intellectual, social and moral standards of the people irrespective of any caste, creed, sex and religion.
- ix) To promote national integration and concord.
- x) To contribute to National Relief Fund and/or to any fund established or created by members of public or Government undertaking for relief measures to victims of natural calamities.

H. K. Maheshwari

Quantal B. Desai

- xi) To arrange to feed poor and generally give food to the poor, needy and disabled persons and to afford relief to people in distress due to natural calamities, accident, earthquake, flood, famine, epidemics.
- xii) To carry on community development programmes for the upliftment of the economically weaker sections of the society and also construct and develop community centres or halls for carrying on such activities.
- xiii) To carry out any other activities which may promote or improve or that which may help the advancement of the education, medical relief and other subject of public utility.

4. The trustees shall stand and be possessed of the trust fund of Rs. 15,000/- (Rupees Fifteen Thousand Only) upon trust. The trustees shall hold the said fund and such other properties as may be acquired from time to time by the Trust by purchase, exchange, grant, subscription, endowment, donation, contribution or in any manner whatsoever (all of which shall be designated as "The Trust Properties") for the use and benefit of the Trust. The Trustees shall out of the income realised from the properties endowed and such other endowments or donations which they may get, pay and discharge all the costs, charges and expenses incurred in or about or incidental to the administration or execution of any of the objects of the Trust and also all outgoings, taxes, rates, dues and all other expenditure connected with the Trust.

5. 1) The income of the Trust shall be utilised only for achieving the objects of the Trust as set out herein above and/or to pay and discharge all the costs, charges and expenses incurred in or about or incidental to the administration or execution of any of the objects of the Trust and also all outgoings, taxes, rates, dues and all other expenditure connected with the Trust.

ii) The Trustees may subject to the provisions of the Income Tax Act, 1961 or any statutory modification or replacement thereof and in conformity with the provisions thereof, accumulate upto 90% of the income until such accumulation is adequate to meet the expenditure on specified projects resolved by the Trustees.

iii) The surplus and unapplied portion of the said income if any, or arising in any one or more year or years shall be accumulated by investing the same and resulting income thereof from time to time in any of the investments in which the Trust's property is hereby directed or authorised to be invested and the Trustees hereof shall have to power in any subsequent year or years to expend and utilise in the same manner and to the same extent as if such accumulations or part thereof had been part of the income of the year in which the same is or ought to be expended and applied as aforesaid.

6. 1) The Trustees shall have power to accept donations either in cash or movable properties either with or without any special conditions attached to it provided it does not contravene the object clause 3 hereinabove.

ii) The Trustees shall have the power from time to time to increase or decrease the corpus or fixed property of the trust and this corpus will not be used for objects other than those stated in clause hereinabove.

iii) The Trustees shall have power in general to acquire all things and do all acts necessary to carry out the objects of the Trust.

M. Maheshwari

S. S. Maheshwari

S. S. Maheshwari

Contd..5

3. 11-12-1963

- iv) The Trustees may at any time invite and receive or without such invitation receive any voluntary contribution or contributions either from the Settlor or from the Trustees or from any of the more of them or from any other person or persons by way of donations, legacy or otherwise. All such contributions shall be treated as forming part of the trust fund being consistent with the object or objects of the Trust provided that it shall always be for the trustees in their absolute discretion to decide whether they should invite and/or accept any such contribution and they shall at all times be at liberty to refuse any contribution without giving any reason for such refusal.
- v) The Trustees shall have power to deposit the trust moneys or any portion thereof in any nationalised bank or banks either by way of fixed deposits or in current account or in savings account.
- vi) The Trustees shall have power to invest the trust money in Government Securities and/or in such manner as prescribed under Sec. 11 of the Income Tax Act, 1961 and other statutory laws. The Trustees shall have the power to vary the investment from time to time.
- vii) The Trustee may from time to time open and maintain banking accounts or account as such Bank or Banks as they may from time to time decide in the name Smt. NIRMALABEN KANTILAL DESAI CHARITABLE TRUST.
- viii) For the purposes of carrying out the objects of the trust, the Trustees shall have power to acquire by purchase or on lease or otherwise any immovable property or properties of any tenure and in case of acquisition of vacant land, the Trustees shall be at liberty to erect buildings thereon and to do all acts necessary and incidental thereto.
- ix) The Trustees may authorize and appoint any one among themselves as Honorary Secretary to administer trust under their supervision.
- x) The meetings of the Trustees shall be presided over by the Trustee appointed by the Trustees present. A written record of the minutes of the meeting shall be maintained by the Honorary Secretary of the Trust.
- xi) The number of the Trustees shall not be less than three.
- xii) If and so often as any of the Trustees of these presents appointed hereunder or by a court of Competent Jurisdiction shall die or desires to be discharged from or become incapable or unfit to act in the Trusts of these presents or is absent from India for more than twelve calendar months continuously the surviving or continuing Trustees or Trustee as the case may be for the time being of these presents or the personal representative or representatives of the last surviving Trustees may and whenever the number of the Trustees of these presents shall be reduced to, less than three shall appoint new Trustee so dying or desiring to be discharged or refusing or neglecting or becoming incapable or unfit to act or ~~absent~~ being absent from India for more than twelve calendar months continuously as aforesaid and upon every such appointment the Trust Fund or Trust property shall be transferred to or vested in the new Trustees or new Trustee joining with the continuing or surviving Trustees as the case may be AND this present power shall be additional and shall not prevent execution or exercise of any of these statutory powers to appoint new Trustees for the time being in force.

M. S. Maheshwari

Finance Officer Esd

Finance Officer Esd

Contd. 5 ..

xiii) If at any time either before or after a vacancy shall occur into number of trustees hereby appointed the Trustees shall consider it expedient to appoint an additional Trustee additional Trustees of these presents it shall be lawful for them to appoint any person or persons whom they may elect to be such additional Trustee or Trustees and on every such appointment the Trust Fund and Trust property as soon as circumstances will conveniently admit to be transferred to or vested in the Trustee or Trustees for the time being but it shall not be necessary or incumbent upon the Trustee or Trustees for the time being to procure the Trust Fund or Trust property to be so transferred to or vested in them or him until the number of Trustees qualified and competent to act under these presents shall not be reduced to them but every Trustee to appointed may as well before or after the Trust Fund or Trust property shall have been so transferred or vested in him or them, execute or all the Trust powers and discretions under these presents and in all respects act in the same manner as if he or they had been hereby constituted a Trustee.

xiv) If the Trustees think that due to any reasons the meeting of the Trustees is not possible, a circular may be issued containing therein the work to be done or the resolution to be passed which, if signed by all the Trustees who may be in India accepting the matter or matters stated therein, the same will be treated as passed by the meeting duly convened.

7. 1) Proper and regular books of accounts of all receipt and expenditure of the Trust shall be maintained on caused to be maintained by the Trustees.

ii) On 31st day of March every year a general account shall be taken of all the assets and liabilities of the trust and an income and expenditure account for the whole year and a Balance Sheet as on 31st March shall be prepared and shall be passed by the Trustees.

iii) The account of the trust shall be audited annually by a Chartered Accountant appointed by the Trustees for the purpose.

8. No amendment to the objects of the Trust shall be made without prior approval in writing from the commissioner of Income-tax, Hyderabad, Andhra Pradesh or from the concerned appropriate authority in this regard.

9. The trust shall not involve in activity of profit and shall not apply its assets and/or income for any purpose other than charitable purposes.

10. In the event of dissolution of the Trust herein created, the capital fund and accretions, if any, of the Trust as on the date of dissolution shall be divided/distributed to/amongst other trusts created to achieve similar object or objects herein contained and doing similar activity or activities and which is/are registered with the Income-tax Department as a Public Charitable Trusts. No part of the Trust Fund on dissolution shall be divided/distributed between the Settlor and/or Trustees and/or any other person.

IN WITNESS WHEREOF THE SETTLOR AND THE TRUSTEES Have hereunder set their hand on the day, month and year herein above first written.

TRUSTEES :

SETTLOR :

1. *[Signature]*
 2. *[Signature]*
 3. *[Signature]*

[Signature]

WITNESSES :

1. *[Signature]*
 2. *[Signature]*
 3. *[Signature]*

AGREEMENT FOR FINANCE

This AGREEMENT FOR FINANCE entered at Secunderabad,
this the 31st day of August, 1982, by and between:-

SATISH MOBI, son of MANILAL, residing at 5-4-187/3 & 4,
Mahatma Gandhi Road, Secunderabad;

Hereinafter referred to as the Party of the FIRST PART; which
expression unless excluded by or repugnant to the context shall
deem to include his successors, assignees, legal heirs and other
representatives;

AND

SHANM FAMILY TRUST, a Private Trust set up under a
Deed of Settlement dated 14-8-1982 with registered
Office at Hyderabad, represented by its Managing
Trustee, Gita Desai, wife of Mahesh Desai, aged 39
years, housewife, residing in Premises bearing
No. 1-11-222/2/2, Begumpet, Hyderabad - 500 016;

Hereinafter referred to as the Party of the SECOND PART; which
expression shall include the successors-in-office or on dissolution
or determination, its then Trustees and beneficiaries.

Contd.....

Satish mob

Satish

WHEREAS the Party of the First Part has, under a Deed of License dated 28th May, 1961, and Memorandum of Agreement dated 29th May, 1961, obtained from M/c. Investa Chemicals, a registered Partnership Firm, with its principal place of business at 15/1, Rasoolpura, Begumpet, Secunderabad, the open land together with building thereon, bearing Survey No. 13/2, Rasoolpura, Begumpet, Secunderabad, more particularly described in the Schedule, hereinafter appearing, hereinafter referred to as the "SCHEDULE PROPERTY";

AND WHEREAS the said Deed of License and Memorandum of Agreement, amongst other permits, the Party of the First Part and provides:-

- (1) the use of the "Schedule Property" for the purpose of Godown/Workshop of his own or his nominee - (Cl.4).
- (12) the licensee is permitted to make additions and alterations to the existing structure at his own expense and cost - (Cl.7).

Contd.....)

checked over
Emmanuel

- (iii) The Licensee is permitted to make construction on the open land, amounting about 30,000 Sq.ft. (Cl.3).
- (iv) The License shall subsist for a period of 17 years commencing from 23rd August, 1961 (Cl.2).
- (v) The Licensee has to deposit Rs.2,00,000 (Rupees Two Lacs only) and the amount so deposited shall be adjusted against the License fee, at the expiry of the License period - (Cl.4).

AND WHEREAS the Party of the First Part has taken possession of the Schedule Property and has been able to give the building the impurities

AND WHEREAS due to no credit credit and control, general restrictions, the License for development of immovable properties is not available on suitable terms and for longer periods

AND WHEREAS the Party of the Second Part proposed that it would provide finance for development of the Schedule Property provided certain terms and conditions are agreed to;

Sahabuddin Sahabuddin

Witnessed

AND WHEREAS the Party of the First Part, on the ground of financial considerations, the nature of his interest in the Schedule Property, the period of license, need, necessity and urgency of development and other business considerations and commercial expediency agreed to discuss the proposed terms;

AND WHEREAS on these premises certain terms and conditions were discussed and mutually agreed to and upon;

AND WHEREAS it is now, desired that the terms and conditions for financing be recorded in writing;

THIS AGREEMENT FOR FINANCING WITNESSETH AS UNDER:-

1. In consideration of Party of the First Part agreeing and covenanting as below the Party of the Second Part shall:-

(a) provide finance of Rs.10,000/- (Rupees Ten thousand only) at the signing of this Agreement;

(b) provide further finance of Rs.90,000/- (Rupees Ninety thousand only) within 15 days of signing of this Agreement;

Contd.....9.

Sahdev Singh *S. M. Bera*

- (c) provide further finance of Rs.1,00,000/- (Rupees One lakh only) within 60 days from the date of signing of this Agreement;
- (d) provide further finance of Rs.1,50,000/- (Rupees One lakh and Fifty thousand only) within twenty months of signing of this Agreement in such amount and at such period and instalment(s) as the Parties may agree from time to time.
- (2) The finance so provided or to be provided shall be for a period of 180 (One hundred and Eighty months) from the date the Party of the Second Part has provided total finance of Rs.2,00,000/- (Rupees Two lakhs only).

Contd.....5.

Satish Mohi.

S. M. Desai

2. In consideration of the Party of the Second Part agreeing to provide and secure finance on the terms and conditions specified in Paragraphs 1(a), 1(b), 1(c) and 1(d) above, the Party of the First Part agrees that:-

- (1) from and out of the rental and other income from the Schedule Property, the Party of the First Part shall pay to the Party of the Second Part, a sum of Rs.6,000/- (Rupees Six thousand only) per month to start from October, 1982, for the duration of this Agreement as and by way of and in consideration of this financing agreement. The said monthly amount of Rs.6,000/- (Rupees Six thousand only) shall be paid on or before the 10th of each month, commencing from October, 1982.

Satish Mohi
J.M. Desai

Contd....7c

In order to discharge this obligation and ensure regular monthly payment specified in Paragraph 2 above, the Party of the First Part hereby agrees and creates a charge on his real and thing known from the Schedule Property. The Party of the First Part agrees that in case, the lease for the Schedule Property is determined or terminated earlier than the period of this Agreement and financing, the Party of the First Part shall create a first charge on his other assets and properties including his partnership share, in other firms.

DESCRIPTION

All that land, measuring in all about 23,400 (Twenty three thousand) Square Feet together with the building standing thereon, on an area of approximately 12,000 Sq. Feet in Survey No. 1/2, situated at Ranchganga, within the limits of Government of Chandernagore, bounded on the

- WEST BY : Frontier Buildings (Pvt.) Ltd.,
- SOUTH BY : Ind. House;
- EAST BY : Property being developed by N. S. Reddy, Ballikrishna and
- NORTH BY : 30 feet wide Road.

Sd/-

Sd/-

Sd/-

10 1 5-

IN WITNESS WHEREOF the Parties have put their
Signatures, the Day, month and the year heretofore mentioned.

FIRST PARTY

Satish Malhotra



SECOND PARTY

S. Sharma

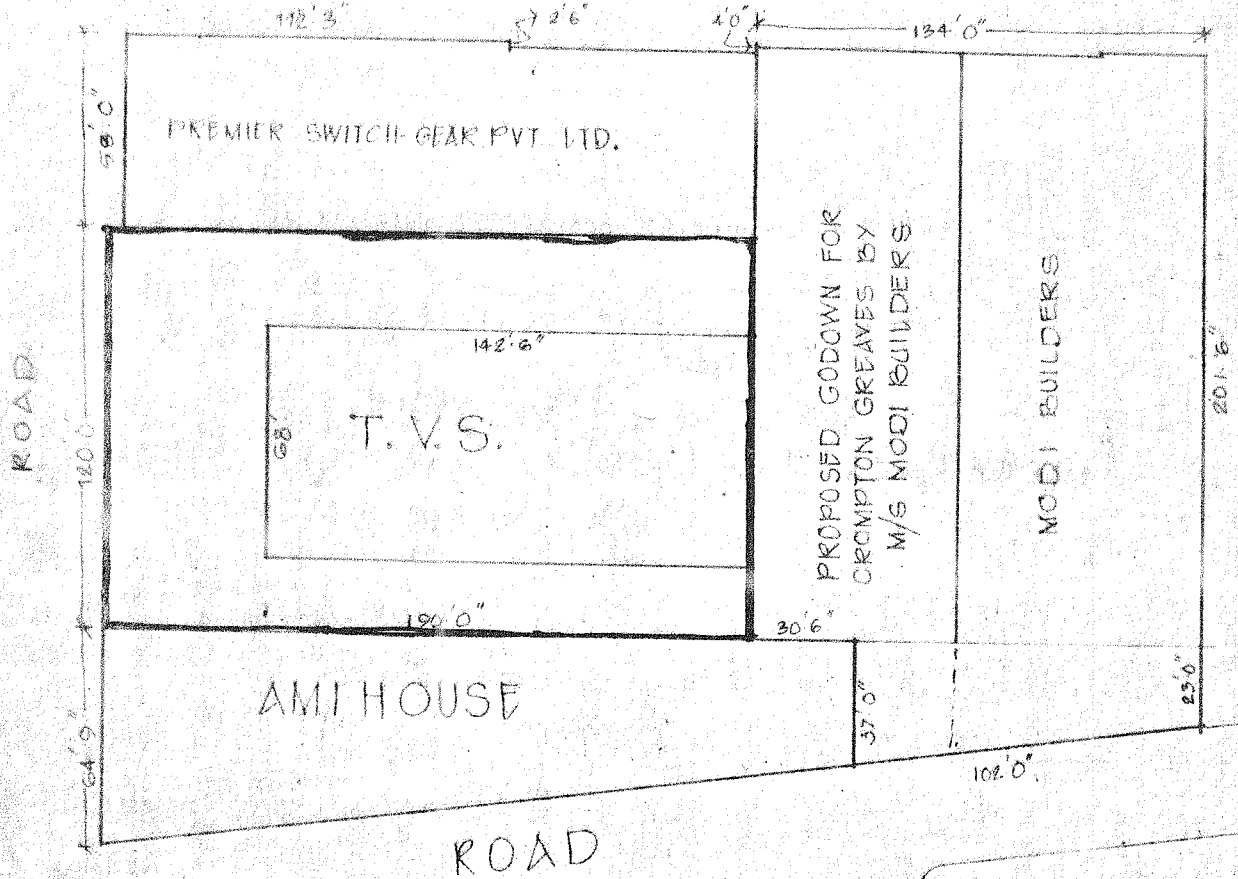
For Sharda Family

Manoj Kumar

PROPERTY INDICATED IN FINANCIAL AGREEMENT BETWEEN SHARDA - FAMILY TRUST AND SATISH MODI.

INCLUDED. 
EXCLUDED. 

UNICORN INDUSTRIES



WITNESS.

1 _____
2 _____

SIGNATURE OF FINANCER TRUSTEE.

S. Modia
For Sharda Family Trust

SIGNATURE OF FINANCEE.

Managing Trustee
Satish Modi



9769 No. 8.4.94 20/-
Sri S. S. Mohi
Sri S. S. Mohi
Sri S. S. Mohi

[Signature]
S. S. Mohi
WESTBANK BANK

Memorandum of Understanding.

This memorandum of understanding made and executed at Hyderabad on this the 8th day of April, 1994 by and between:

- 1. Sri Satish Mohi S/o. Late Sri Manik Mohi, aged about 49 years, resident of F-10-223, Begumpet Hyderabad, representing in his individual capacity ^{and} as a trustee of following trusts:
 - S & S Combines
 - S & T Combines
 - M & M Associates
- 2. Sri. S. S. Mohi W/o. Sri. Sobani Mohi, aged about 33 years, resident of F-10-223, Begumpet Hyderabad

[Signature]

[Handwritten notes and signatures]

- 1. Satish Mohi
- 2. Sonu Mohi
- 3. Sobani Mohi
- 4. Sobani Mohi
- 5. Sobani Mohi

- 6. Mahesh Desai
- 7. Sonu Mohi
- 8. Devanshi Desai
- 9. Preeti Desai
- 10. Sobani Desai

- 11. Sobani Desai
- 12. Mahesh Desai
- 13. Preeti Desai
- 14. Sobani Desai
- 15. Mahesh Desai

3. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF.
4. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, in his individual capacity, as beneficiary of S & S Combines and M & M Associates, before his marriage on 20/02/1994.
5. Shri Sourabh Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.

(Collectively referred to as Modi Group.)

AND

1. Shri Mahesh K. Desai S/o. Shri Kantilal B. Desai aged about 49 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad, representing in his individual capacity and as a trustee of S & D Associates.
2. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
4. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
5. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Saaket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
7. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
8. Miss Hirai V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
9. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
10. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as Desai Group).

The term Modi Group and Desai Group shall mean and include unless it is repugnant to the context, legal heirs, representatives, executors, administrators, power of attorney holders, etc. of the respective parties hereto.

1 Satish Modi
 2 Kantilal
 3 Soham Modi
 4 Soham Modi
 5 Sourabh Modi

6 Mahesh Desai
 7 Roopesh
 8 Devanshi Desai
 9 Preeti Desai
 10 Subodh Desai

11 Subodh K Desai
 12 Urmila Desai
 13 Nirmita K Desai
 14 Vinod K Desai
 15 Valmik K Desai

01/04/1994

From:

Satish Modi,
1-10-72/2/3,
Begumpet,
Hyderabad - 500 016.

To,

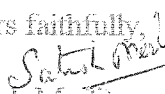
The Board of Trustees,
S & D Associates,
Secunderabad,

Sir,

Sub:- Resignation as Trustee.

I hereby tender my resignation from the Trusteeship of M/s. S & D Associates with effect from 01/04/1994. The same may be accepted.

Thank You.

Yours faithfully,

(Satish Modi)

Whereas Modi Group and Desai Group were beneficiaries in two private determined trusts called S & D Associates and M & M Associates with 50% share of each Group in each trust.

And whereas Modi Group have relinquished their beneficial interest in S & D Associates in favour of Desai Group vide Deed of Relinquishment dated 08/04/1994 with effect from 01/04/1994.

And Whereas Desai Group have relinquished their beneficial interest in M & M Associates with effect from 01/04/1994, vide Deed of Relinquishment dated 08/04/1994.

And Whereas the parties hereto have reached to an understanding with respect of liabilities that have arisen or that may arise in future and the parties hereto are desirous of recording the understanding into writing.

Now Therefore This Memorandum of Understanding Witnesseth as under:-

1. That liability of whatsoever nature including statutory liabilities, ^{known} know or unknown, that have arisen or that may arise in future in respect of activities of M & M Associates shall entirely be borne by the trust M & M Associates itself any/or its present beneficiary/ies jointly and severally and they shall jointly and severally reimburse to Desai Group the payments made by them towards discharge of liabilities of M & M Associates.
2. That liability of whatsoever nature including statutory liabilities, known or unknown, that have arisen or that may arise in future in respect of activities of S & D Associates shall entirely be borne by the trust S & D Associates itself and/or its present beneficiaries jointly and severally and they shall jointly and severally reimburse to Modi Group the payments made by them towards discharge of liabilities of S & D Associates.
3. It is mutually understood that the activities and liabilities of M & M Associates shall entirely belong to Modi Group and the activities and liabilities of S & D Associates shall entirely belong to Desai Group and they shall reimburse to each other the payments made by Modi Group towards discharge of liabilities of Desai Group and vice versa.
4. It is mutually understood that individual/personal liabilities of Modi Group and Desai Group which are not arising out of activities of M & M Associates and S & D Associates shall be paid and discharged by the respective parties of each Group.

6/2/94
S.D.
S.M.S.
S.D.
S.D.
S.D.
S.D.

1. Satish Modi
2. Jomadi
3. Sohan Modi
4. Sohan Modi
5. Suresh Modi

6. Malesh Desai
7. Amrita
8. Devanshi Desai
9. Preeti Desai
10. Srismita Desai

11. Sushmita Desai
12. Anand Desai
13. Mafmilla Desai
14. Anand Desai
15. Mafmilla Desai

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

WITNESSES:

1. [Signature]
S.B. Modi Road
Secunderabad
2. [Signature]
Gr. Kanakpeta.

[Signature]
1. SATISH MODI.

[Signature]
2. SOURABH MODI

[Signature]
3. TEJAL MODI.

[Signature]
4. SOHAM MODI.

[Signature]
5. SOHAM MODI KARTA OF SOHAM MODI HUF.

[Signature]
6. Shri Mahesh K. Desai, representing in his individual capacity and as a trustee of S & D Associates.

[Signature]
7. Shri Roopesh M. Desai

[Signature]
8. Miss Devamshi M. Desai

[Signature]
9. Miss Preeti S. Desai

10. Miss Nirmita S. Desai, represented by her father Shri Subodh K. Desai [Signature]

11. Master Sanket S. Desai, represented by his father Subodh K. Desai [Signature]

12. Master Ricken V. Desai, represented by his father Shri Vinod K. Desai [Signature]

13. Miss Hiral V. Desai, represented by her father Shri Valmik K. Desai [Signature]

14. Master Arnav V. Desai, represented by his father Shri Vinod K. Desai [Signature]

15. Master Amit V. Desai, represented by his father Shri Valmik Desai [Signature]

S & S Combines.

Extract of the RESOLUTION PASSED ON 1st April, 1994, by the Trustees of S & S Combines.

" RESOLVED that S & S Combine Relinquishes its 25% share in S & D Associates in favour of following other beneficiaries of the Trust Equally.

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai,
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai
8. Master Arnav V. Desai S. o. Shri Vinod K. Desai
9. Master Amit V. Desai S/o. Shri Valmik Desai

" It is further resolved that Shri Satish Modi One of the Trustee is hereby authorized to execute Deed of Relinquishment and to do all such things and acts for this purpose

CERTIFIED TRUE EXTRACT

1. Satish Modi
2. Mahesh Desai
(Trustees)

28/03/1994.

Extract of the Resolution Passed on 28/03/1994 by the Trustees of M/s. S & D Associates.

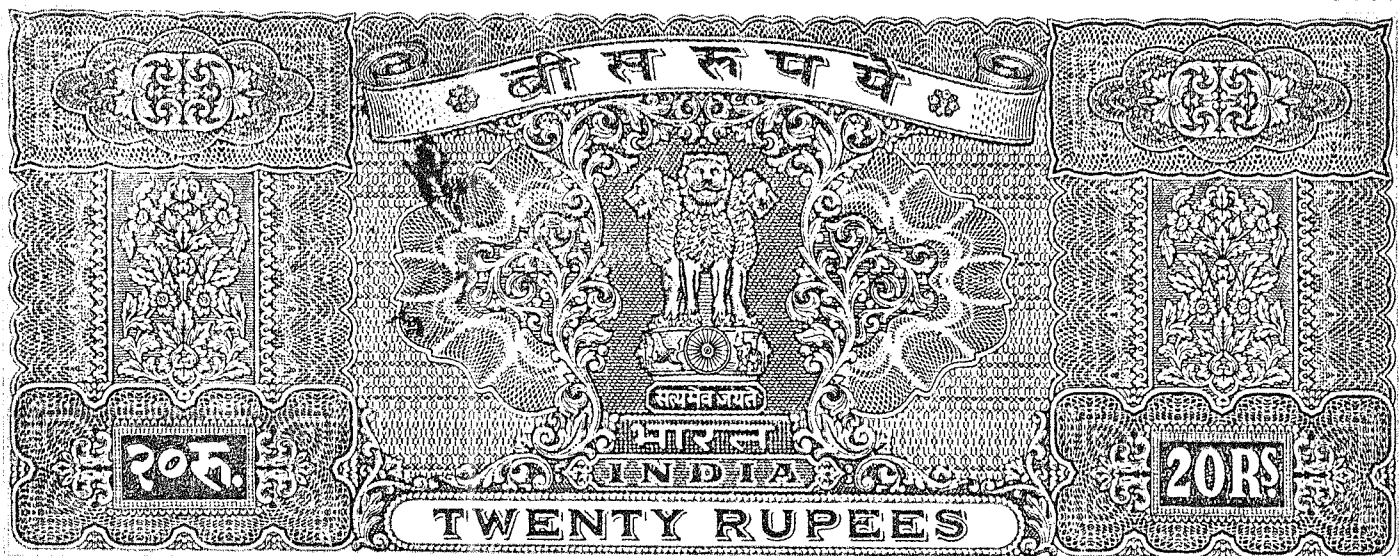
" Resolved that following persons be and are hereby taken as Trustees on the Board of Trustee of S & D Associates with effect from 28/03/1994.

1. Shri Vinod K. Desai
2. Shri Subodh K. Desai
3. Shri Valmik K. Desai "

CERTIFIED TRUE EXTRACT

1. Satish madh
2. Vahedh Desai
(Trustees)

20 Rs.



9775 : 8.4.94. 20/-
D 21 8/5
S & T. 30/3/94, herd

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1994, by

1. Shri Satish Modi, S/o Late Shri Manilal Modi, aged about 49 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing S & T Combines, a Private Family determined Trust under capacity of a Trustee (Hereinafter referred to as Trustee of the Trust)

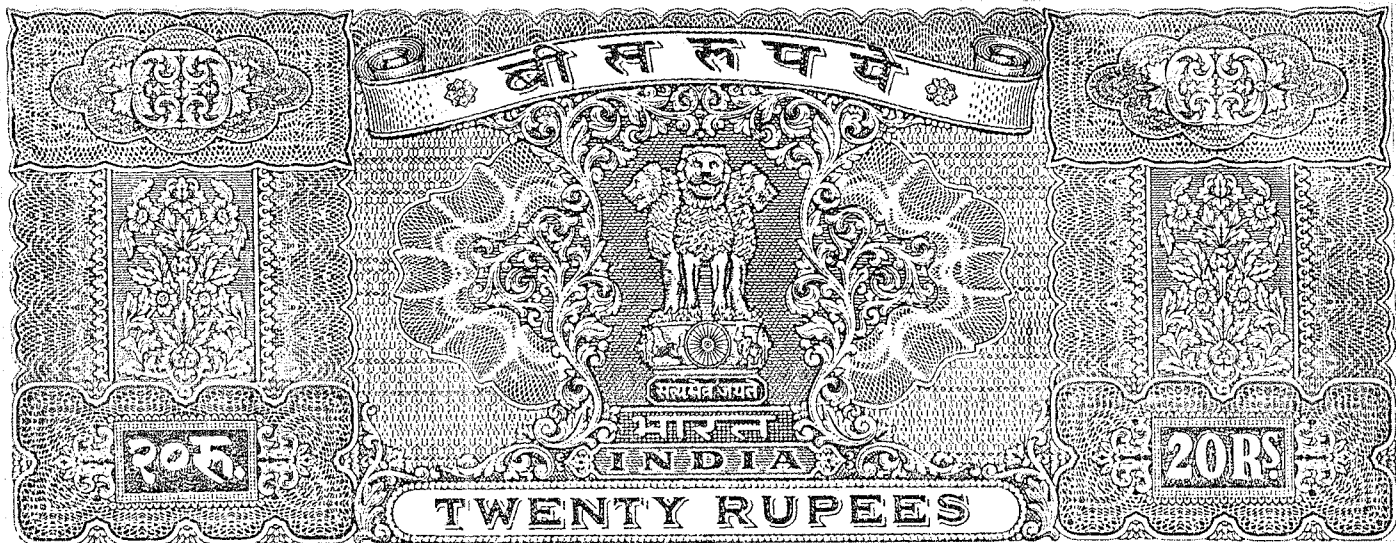
AND

2. Shri Sourabh Modi S/o Shri Satish Modi, aged about 22 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, (hereinafter referred to as beneficiary of the Trust)

1 Satish Modi
2 Sourabh Modi

SNE.DOC

20 Rs.



S. No. 9770 Date 8.4.94 Rs. 20/-
 Sold to D. S. S. Modi
 Via S. S. S. Modi, Sec
 For Whom S. S. S. Modi Modi

Smt. R. D. Kulkarni
 T. S. L. NO. 51/64, R. NO. 51/68
 HYDRABAD POLICE STATION

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1994, by :-

1. Shri Satish Modi S/o Late Shri Manilal Modi aged about 49 years, resident of 1-10-72/2-5, Begumpet, Hyderabad, representing S & S Combines, a Private Family determined Trust under capacity of a Trustee (Hereinafter referred to as Trustee of the Trust)
2. Smt. Lejal Modi W/o Shri Soham Modi aged about 23 years, resident of 1-10-72/2-3, Begumpet, Hyderabad, (hereinafter referred to as beneficiary of the Trust of the first party)

1 Satish Modi
 2 S. Modi
 3 Soham Modi

SNS/DOK

3. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF (hereinafter referred to as beneficiary of the Trust of the second part)

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as continuing beneficiaries).

WHEREAS, S & S Combines is a Private Family determined Trust, settled by Shri Pramodechandra Modi under a Deed of Trust dated 06/11/1980 ;

AND WHEREAS the Shri Soham Modi was sole beneficiary of the Trust till 20/02/1994 i.e., till the date of marriage of Shri Soham Modi and thereafter upon marriage, beneficiary of the first part and second part have become the beneficiary with effect from 21/02/1994 with 50% share each.

AND WHEREAS the said Trust S & S Combines is a beneficiary in another private determined trust styled as S & D Associates with 25% share.

AND WHEREAS the Trustee of the Trust, authorised under a resolution dated 01/04/1994 passed by the trust and the beneficiary of the Trust of the first part, and second part hereto have decided to relinquish the

1 Sanket Modi
2 Soham Modi
3 Soham Modi

: 2 :

SNS.DOC



S. No 80... Date: 28/11/1988
 Paid to G. Krishna Sagar
 G. Lingamaiyah
 For M/s Meera Industries r/o Secabad

Jawl
 D. Janardhan
 VENDOR
 LIC. NO. 19/87
 SECUNDERABAD - 500 361

DEED OF RETIREMENT

This Deed of Retirement made at Secunderabad on this 1st day of November, 1988 by and between :-

1. Smt. Geeta M. Desai W/o Shri Mahesh K. Desai, aged about 42 years Resident of 1-11-222/3/1, Begumpet, Hyderabad, hereinafter called party of the first part.
2. Shri Kantilal B. Desai HUF, represented by its Karta Shri Kantilal B. Desai by S/o Late Shri Bhimbhai Desai, aged about 72 years, residing at 1-11-222/3/1, Begumpet, Hyderabad, hereinafter called party of the second part.
3. Shri Subodh K. Desai HUF, represented by its Karta Shri Subodh K. Desai S/o Shri Kantilal B. Desai, aged about 39 years, residing at 1-11-251/10, Begumpet, Hyderabad, hereinafter called party of the third part.

1. Geeta M. Desai
 2. Kantilal B. Desai
 3. Subodh K. Desai
 4. Umed K. Desai

METRADECO
 5. Mahesh K. Desai
 6. S.V. Desai
 7. Satish Mohi
 8. Satish Mohi

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o Shri Mahesh K. Desai aged about 21 years, R/o 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o.1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hirai V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Anav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as continuing beneficiaries).

WHEREAS, S & T Combines is a Private Family determined Trust, settled by Shri Pramodechandra Modi under a Deed of Trust dated 06/11/1980 ;

AND WHEREAS the beneficiary of the Trust, Shri Sourabh Modi is the sole beneficiary of the Trust.

AND WHEREAS the said Trust S & T Combines is a beneficiary in another private determined trust styled as S & D Associates with 25% share.

AND WHEREAS the Trustee of the Trust, authorised under a resolution dated 01/04/1994 passed by the trust and the beneficiary of the Trust of the first part, and second part hereto have decided to relinquish the beneficial share of 25% of S & T Combines in S & D Associates in favour of the continuing beneficiaries equally with effect from 01/04/1994.

THEREFORE THIS DEED OF RELINQUISHMENT WITNESSETH AS UNDER:-

1. That the Trustee of Trust, Shri Satish Modi have relinquished 25% beneficial share in another Private Family Determined Trust styled as S & D Associates in favour of the continuing beneficiaries (as given

1
2
: 2 :

SNT.DOC

4. Shri Vinod K. Desai HUF, represented by its Karta Shri Vinod K. Desai S/o. Shri Kantilal B. Desai, aged about 37 years residing at 1-10-38/3, Begumpet, Hyderabad, hereinafter called party of the fourth part.
5. Shri Valmik K. Desai HUF represented by its Karta Shri Valmik K. Desai S/o. Shri Kantilal B. Desai, aged about 35 years residing at 1-10-38/3/1, Begumpet, Hyderabad, hereinafter called party of the fifth part.
6. Smt. Sutha V. Desai W/o. Shri Vinod K. Desai, aged about years, residing at 1-10-38/3/1, Begumpet, Hyderabad, hereinafter called party of the sixth part.
7. Shri Satish Chandra Modi S/o. Late Shri Manilal C. Modi aged about 44 years residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter called party of the seventh part.
8. Shri Satishchandra Modi HUF represented by its Karta Shri Satishchandra Modi S/o. Late Shri Manilal C. Modi, aged about 44 years residing at 701, Sarita Apartments, Road No.4, Banjara Hills, Hyderabad, hereinafter called party of the eighth part.

WHEREAS the parties of first part to eighth part were carrying on the business in partnership styled as M/s. MEERA INDUSTRIES at 5-1-513, Hill Street, Ranigunj, Secunderabad, on terms and conditions as evidenced in the Deed of Partnership dated 02/04/1981.

AND WHEREAS the parties of the sixth, seventh and eighth part have expressed their desire to retire from the partnership business with effect from the close of business hours on 31st day of March, 1988.

AND WHEREAS the parties hereto are desirous of recording the understanding in writing;

NOW THEREFORE THIS DEED OF RETIREMENT WITNESSETH AS UNDER:-

1. That the parties of the sixth, seventh and eighth part retires from the partnership business with effect from the close of business hours on 31st day of March, 1988.
2. That the parties of the first, second, third, fourth and fifth part will carry on and continue the business styled as M/s. Meera Industries on the terms and conditions as may be mutually decided upon by the continuing parties of the first, second, third, fourth and fifth part respectively.

1. *MEERA*
 2. *Sitha V. Desai*
 3. *Satish K. Desai*
 4. *Vinod K. Desai*

5. *Valmik K. Desai*
 6. *S. V. Desai* MEERA DOC
 7. *Satish mod*
 8. *Satish mod*

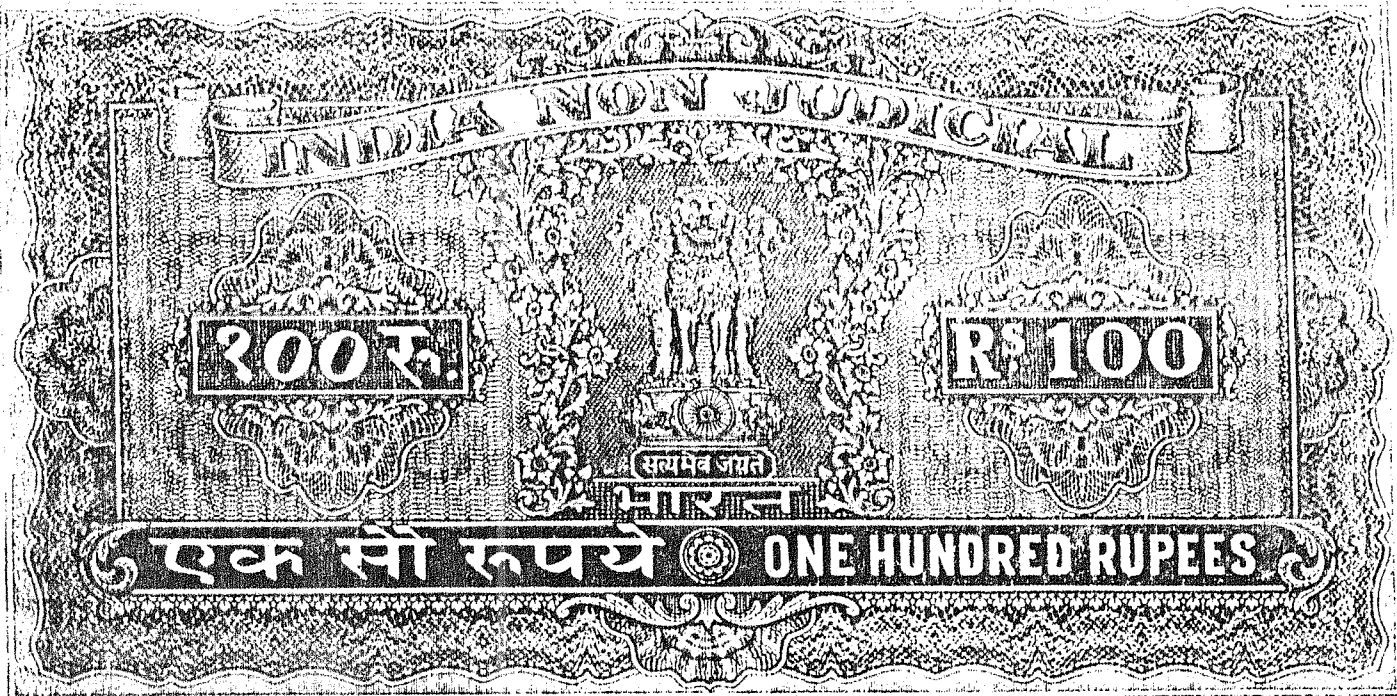
IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

WITNESSES:

1. Maheshkaran MAHESH DESAI
2. Manoj Kumar
58/3 mg Road
Secunderabad.

PARTIES:

1. S. V. Desai
(First Part)
2. S. V. Desai
(Second Part)
3. Sulavik Desai
(Third Part)
4. Pradeep Desai
(Fourth Part)
5. S. V. Desai
(Fifth Part)
6. S. V. Desai
(Sixth Part)
7. Satish madh
(Seventh Part)
8. Satish madh
(Eighth Part)



S. No. 80. 17. 887. 1988

Shri. G. Krishna Sagar

Lingamai only

Sec-band

M/s Meera Industries, r/o Sec-band

Jant

D. Janardhan

19. 11. 1988

DEED OF RETIREMENT

This Deed of Retirement made at Secunderabad on this 1st day of November, 1988 by and between :-

1. Smt. Geeta M. Desai W/o. Shri Mahesh K. Desai, aged about 42 years Resident of 1-11-222/31, Begumpet, Hyderabad, hereinafter called party of the first part.
2. Shri Kantilal B. Desai HUF, represented by its Karta Shri Kantilal B. Desai by S/o. Late Shri Bhimbhan Desai, aged about 72 years, residing at 1-11-222/31, Begumpet, Hyderabad, hereinafter called party of the second part.
3. Shri Subodh K. Desai HUF, represented by its Karta Shri Subodh K. Desai S/o. Shri Kantilal B. Desai, aged about 39 years, residing at 1-11-250/10, Begumpet, Hyderabad, hereinafter called party of the third part.

MIFRADO

1. Smt. Geeta M. Desai
 2. Shri Kantilal B. Desai
 3. Shri Subodh K. Desai
 4. Smt. Geeta M. Desai

5. Smt. Geeta M. Desai
 6. S. V. Desai
 7. Smt. Geeta M. Desai
 8. Smt. Geeta M. Desai

4. Shri Vinod K. Desai HUF, represented by its Karta Shri Vinod K. Desai S/o. Shri Kantilal B. Desai, aged about 37 years residing at 1-10-38/3, Begumpet, Hyderabad, hereinafter called party of the fourth part.
5. Shri Valmik K. Desai HUF represented by its Karta Shri Valmik K. Desai S/o. Shri Kantilal B. Desai, aged about 35 years residing at 1-10-38/3/1, Begumpet, Hyderabad, hereinafter called party of the fifth part.
6. Smt. Sudha V. Desai W/o. Shri Vinod K. Desai, aged about years, residing at 1-10-38/3/1, Begumpet, Hyderabad, hereinafter called party of the sixth part.
7. Shri Satish Chandra Modi S/o. Late Shri Manilal C. Modi aged about 44 years residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter called party of the seventh part.
8. Shri Satishchandra Modi HUF represented by its Karta Shri Satishchandra Modi S/o. Late Shri Manilal C. Modi, aged about 44 years residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter called party of the eighth part.

WHEREAS the parties of first part to eighth part were carrying on the business in partnership styled as M/S. MEERA INDUSTRIES at 5-1-513, Hill Street, Rangunj, Secunderabad on terms and conditions as evidenced in the Deed of Partnership dated 02.04.1981.

AND WHEREAS the parties of the sixth, seventh and eighth part have expressed their desire to retire from the partnership business with effect from the close of business hours on 31st day of March, 1988.

AND WHEREAS the parties hereto are desirous of recording the understanding in writing.

NOW THEREFORE THIS DEED OF RETIREMENT WITNESSETH AS UNDER.

1. That the parties of the sixth, seventh and eighth part retires from the partnership business with effect from the close of business hours on 31st day of March, 1988.
2. That the parties of the first, second, third, fourth and fifth part will carry on and continue the business styled as M/s. Meera Industries on the terms and conditions as may be mutually decided upon by the continuing parties of the first, second, third, fourth and fifth part respectively.

1 *[Signature]*
 2 *[Signature]*
 3 *[Signature]*
 4 *[Signature]*

5 *[Signature]*
 6 S. V. Desai MEERA DOC
 7 *[Signature]*
 8 *[Signature]*

4 *[Signature]*

3. That the parties of the **Seventh** and **Eighth** part will take over the rights and obligations arising out of the agreement dated 01/04/1984 and 13/10/1988 entered into by the firm with Seth Group with respect to its construction division business at Rasoolpura in such manner and proportion as may be mutually agreed upon by the respective parties.
4. That the following liabilities outstanding as on 31/03/1988 in the firm's books will be taken over by retiring party Shri Satish Modi (**Party of the Seventh Part**) as under :
 - Rent Deposit Rs. 86,000/- (Co-Optex)
 - Loan from Shri D. Surendranath Reddy Rs. 5,00,000/-.
8. That any tax liability under Income Tax Act, Wealth Tax Act, G. T. Act and relevant sales tax laws which was arisen or that may arise on the firm for the business carried on upto the close of the business hours on 31st day of March, 1988 will be paid and shared by all the parties hereto in the profit/loss sharing ration evidenced in the partnership deed dated 02/04/1981.
9. That any professional fees and incidental expenses that may be payable for the finalisation of the cases/assessments under Income Tax Act, Wealth Tax Act, G.T. Act and all relevant sales tax laws after the year ending 31/03/1988 will be borne by the continuing firm and parties as and when they arise.
10. That assets and liabilities of the firm as on 31/03/1988 other than those dealt with in clause 5(A) herein above shall be taken over by the continuing parties of the first, second, third, fourth and fifth part.
11. The Statement of accounts including Balance Sheet and Profit and Loss account for the year ending 31st March, 1988 will be made at the earliest and the amount standing to the credit/debit of the retiring parties of the **sixth, seventh and eighth** part will be paid/made good on or before 31st March, 1989 or on such other date as may be mutually agreed upon by the respective individual party with the continuing firm. The credit/debit balance of the retiring parties shall carry interest @ 16% P.A. from 01/01/1988 till the date of final settlement of the account.

1 S. V. Desai

2 S. V. Desai

3 Satish K Desai

4 S. V. Desai

5 S. V. Desai

6 S. V. Desai

7 Satish Modi

8 Satish Modi

4 S. V. Desai

8 S. V. Desai

MEERA DCC

IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

WITNESSES:

1. Maheshkaran

MAHESH DESAI

2. Ganesh
58/304 Road
Secundabaf.

PARTIES:

1. G. M. Desai
(First Part)

2. S. V. Desai
(Second Part)

3. S. V. Desai
(Third Part)

4. D. K. Desai
(Fourth Part)

5. S. V. Desai
(Fifth Part)

6. S. V. Desai
(Sixth Part)

7. S. V. Desai
(Seventh Part)

8. S. V. Desai
(Eighth Part)

MBERA DOC

4. D. K. Desai

8. S. V. Desai

Hereinafter called the partner of the first part, the partner of the second part, the partner of the third part, the partner of the fourth part, the partner of the fifth part, the partner of the sixth part and the partner of the seventh part respectively;

WHEREAS the parties above named are doing business in Partnership under the name and style "PATEL DESAI AND CO" and the Trade name is "CENTRAL INDIA ENGINEERING CO.", since 1-4-1984 and the relations interse are governed by the Deed of Partnership dated 5-4-1984;

AND WHEREAS as per the said Deed of Partnership the share in the profits and losses of the business and the share in the assets and goodwill of the partnership is shared by the partners in the proportion as envisaged in clause 5 of the Deed of Partnership dated 5-4-1984;

AND WHEREAS the partners have agreed to and made a change in the sharing of profits and losses of business with effect from 01-04-1986.

Therefore clause 5 of the Deed of Partnership dated 5-4-1984 stands amended from 1-4-1986, as shall read as under:

Clause-5: The partners share in the profits and losses of the business and their share in the assets and goodwill of the partnership shall be in the following shares and proportion:-

<u>P A R T N E R</u>	<u>Share in Profit & Loss of Business</u>	<u>Share in Goodwill & Assets</u>
Partner of the first part	25%	25%
Partner of the second part	1%	25%
Partner of the third part	24%	NIL
Partner of the fourth part	24%	NIL
Partner of the fifth part	12½ %	12½ %
Partner of the sixth part	12½ %	12½ %
Partner of the seventh part	1%	25%

Contd....3.

Handwritten notes:
Amended
Share
Share

Handwritten signature: P. Desai

Handwritten notes:
Share
Share

But for these amendments, the other terms and conditions of the Deed of Partnership dated 5-4-1984 remain intact.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and the year first herein above written.

WITNESSES:

1. Shri...
plot no 22 Sapilguda
18/2/1984

2. M. K. Sundaresan.
(M. K. SUNDARESAN)
4748/D. Jail ROAD,
New Barajada
Soc. reg. no. 500003.

M. K. Sundaresan
Partner of the First Part

[Signature]
Partner of the second part

Satish Mohan
Partner of the third part

Satish Mohan
Partner of the fourth part

[Signature]
Partner of the fifth part

S. S. K. Das
Partner of the sixth part

Satish Mohan
Partner of the seventh part



S. No ... 81 ... Dated 7.11.1988

Said to G. Krishna Sagar

of Lingampally Sec'bad

and m/s Central India Engg & Co; Sec'bad

Jant

D. Janardhan

STAMP VENDOR

LICE NO. 19 37.

11-2-33/2, HYDERABAD.

SECUNDERABAD - 500 361

DEED OF RETIREMENT

This Deed of Retirement made at Secunderabad on this 1st day of November, 1988 by and between :

1. Shri Mahesh K. Desai S/o. Shri Kantilal B. Desai aged about 43 years, residing at 1-11-222 3/1, Begumpet, Hyderabad, hereinafter referred party of the first part.
2. Shri Valmik K. Desai S/o. Shri Kantilal B. Desai aged about 35 years residing at 1-10-38 A, Begumpet, Hyderabad, hereinafter referred party of the second part.
3. Shri Subodh V. Desai S/o. Shri Kantilal B. Desai aged about 39 years residing at 1-11-222 3/1, Begumpet, Hyderabad, hereinafter referred party of the third part.

- 1 Mahesh Desai
- 2 Valmik K Desai
- 3 Subodh Desai
- 4 Satish Desai
- 5 Satish Desai

- 6 [Signature]
- 7 Satish Desai

4. Shri Satish Chandra M. Modi HUF with wife and son Soham, represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the fourth part.
5. Shri Satishchandra M.Modi HUF with wife and son Sourabh, represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi aged about 44 years residing at 701, Sarita Apartments, Banjara Hills, Road No. 4, Hyderabad, hereinafter referred party of the fifth part.
6. S.M. Modi Discretionary Family Trust represented by its trustee Shri Pramod Modi S/o. Late Shri Manilal C. Modi, aged about 46 years residing at 1-8-165, P.G. Road, Secunderabad - 500 003, hereinafter referred party of the sixth part.
7. M.C. Modi Discretionary Family Trust represented by its trustee Shri Satishchandra M. Modi S/o. Late Shri Manilal C. Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the seventh part.

WHEREAS the parties of the first part to seventh part were carrying on the business in partnership styled as M/s. Patel Desai & Company, Proprietor of M/s. Central India Engineering Company at 4-3-161, Hill Street, Secunderabad, on terms and conditions as evidenced in the Deed of Partnership dated 03/04/1986.

AND WHEREAS the parties of the fourth, fifth, sixth and seventh part expressed their desire to retire from the partnership business with effect from the close of business hours on 31st day of March, 1988.

AND WHEREAS the parties hereto are desirous of recording the understanding into writing ;

THEREFORE THIS DEED OF RETIREMENT WITNESSETH AS UNDER :-

1. That the parties of the fourth, fifth, sixth, and seventh part retires from the partnership business with effect from the close of business hours on 31st day of March, 1988.
2. That the parties of the first part, second part and third part will carry on and continue the business styled as M/s. Patel Desai & Company, Proprietor of M/s. Central India Engineering Company on the terms and conditions as may be mutually decided upon by the continuing parties of the first, second and third part respectively.
3. That the retiring parties will take over the rights and obligation arising out of the agreement dated 01/04/1984 and 13/10/1988 entered into by Seth Group in respect to

1	Mahesh Desai	2	
2	M/s. Patel Desai	5	Satish Modi
3	Satish R. Desai	6	_____
4	Satish Modi	7	Satish Modi

CIEC.DOC

its construction business at Masoolpura in such manner and proportion as may be mutually agreed upon by the respective retiring parties.

4. That the following liability of Rs. 81,540/- (Rupees Eighty one thousand five hundred and forty only) towards rent deposit received from M/s. Blue Star Limited and books of the firm will be taken over by retiring parties in such proportion as they may mutually agree upon.
5. That any tax liabilities under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws that has arisen or that may arise on the firm for the business carried on upto the close of business hours on 31st March, 1988 will be paid and shared by the all the parties hereto in the profit/loss sharing ratio as evidenced in the partnership deed dated 03/04/1986.
6. That any professional fees and incidental expense that may be payable for the finalisation of the assessment under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws upto the year ending 31/03/1988 will be borne by the continuing firm and continuing parties as and when they arise.
7. The assets and liabilities of the firm as on 31/03/1988 other than those dealt with under clause 3 & 4, will be taken over by the continuing parties of the first, second and third part.
8. The statement of accounts including balance sheet and profit and loss account for the year ending 31st March, 1988 will be made at the earliest and the amount standing to the credit/debit of the retiring parties of fourth, fifth, sixth, and seventh part will be paid/made good on or before 31st March, 1989, or at such other date as may be mutually agreed by the respective individual party with the continuing firm. The credit/debit balance of the retiring parties shall carry interest @ 16% P.A. from 01/04/1988 till the date of final settlement of the account.

1 Maheshkumar
2 P. P. M. U. A. Jesu
3 Suresh K. Desai
4 Satish mal

5 Satish mal
6 Sh. [Signature]
7 Satish mal



S. No 80 8875/1988

S. No. G. Krishna Sagar

to Lingamahal

Sec:bad

m/s Meera Industries k/s Sec:bad

Jant

D. J. ...

19 77

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DEED OF RETIREMENT

This Deed of Retirement made at Secunderabad on this 1st day of November, 1988 by and between -

1. Smt. Geeta M. Desai W/o. Shri Mahesh K. Desai, aged about 42 years Resident of 1-11-223 C1, Begumpet, Hyderabad, hereinafter called party of the first part.
2. Shri Kantilal B. Desai HUF, represented by its Karta Shri Kantilal B. Desai by S/o. Late Shri Blumbhar Desai, aged about 72 years, residing at 1-11-223 C1, Begumpet, Hyderabad, hereinafter called party of the second part
3. Shri Subodh K. Desai HUF, represented by its Karta Shri Subodh K. Desai S/o. Shri Kantilal B. Desai, aged about 39 years, residing at 1-11-281 10, Begumpet, Hyderabad, hereinafter called party of the third part

MITRA & BOA

Subodh K. Desai

Geeta M. Desai

Subodh K. Desai

Subodh K. Desai

4. Shri Vinod K. Desai HUF, represented by its Karta Shri Vinod K. Desai S/o. Shri Kantilal B. Desai, aged about 37 years residing at 1-10-38/3, Begumpet, Hyderabad, hereinafter called party of the fourth part.
5. Shri Valmik K. Desai HUF represented by its Karta Shri Valmik K. Desai S/o. Shri Kantilal B. Desai, aged about 35 years residing at 1-10-38/3/1, Begumpet, Hyderabad, hereinafter called party of the fifth part.
6. Smt. Sudha V. Desai W/o. Shri Vinod K. Desai, aged about years, residing at 1-10-38/3/1, Begumpet, Hyderabad, hereinafter called party of the sixth part.
7. Shri Satish Chandra Modi S/o. Late Shri Manilal C. Modi aged about 44 years residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter called party of the seventh part.
8. Shri Satishchandra Modi HUF represented by its Karta Shri Satishchandra Modi S/o. Late Shri Manilal C. Modi, aged about 44 years residing at 701, Sarita Apartments, Road No.4, Banjara Hills, Hyderabad, hereinafter called party of the eighth part.

WHEREAS the parties of first part to eighth part were carrying on the business in partnership styled as M/s. MEERA INDUSTRIES at 5-1-513, Hill Street, Rangunji, Secunderabad, on terms and conditions as evidenced in the Deed of Partnership dated 02/04/1981

AND WHEREAS the parties of the sixth, seventh and eight part have expressed their desire to retire from the partnership business with effect from the close of business hours on 31st day of March, 1988.

AND WHEREAS the parties hereto are desirous of recording the understanding in writing:

NOW THEREFORE THIS DEED OF RETIREMENT WITNESSETH AS UNDER:-

1. That the parties of the sixth, seventh and eighth part retires from the partnership business with effect from the close of business hours on 31st day of March, 1988.
2. That the parties of the first, second, third, fourth and fifth part will carry on and continue the business styled as M/s. Meera Industries on the terms and conditions as may be mutually decided upon by the continuing parties of the first, second, third, fourth and fifth part respectively.

1 S. V. Desai
 2 S. V. Desai
 3 Satish Chandra Modi
 4 Vinod K. Desai

5 Valmik K. Desai
 6 S. V. Desai MEERA.DOC
 7 Satish Chandra Modi
 8 Satish Chandra Modi

3. That the parties of the Seventh and Eighth part will take over the rights and obligations arising out of the agreement dated 01/04/1984 and 13/10/1988 entered into by the firm with Seth Group with respect to its construction division business at Rasoolpura in such manner and proportion as may be mutually agreed upon by the respective parties.
4. That the following liabilities outstanding as on 31/03/1988 in the firm's books will be taken over by retiring party Shri Satish Modi (Party of the Seventh Part) as under :
 - Rent Deposit Rs. 86,000/- (Co-Optex)
 - Loan from Shri D. Surendranath Reddy Rs. 5,00,000/-.
8. That any tax liability under Income Tax Act, Wealth Tax Act, G. T. Act and relevant sales tax laws which was arisen or that may arise on the firm for the business carried on upto the close of the business hours on 31st day of March, 1988 will be paid and shared by all the parties hereto in the profit/loss sharing ratio evidenced in the partnership deed dated 02/04/1981.
9. That any professional fees and incidental expenses that may be payable for the finalisation of the cases/assessments under Income Tax Act, Wealth Tax Act, G.T. Act and/or relevant sales tax laws after the year ending 31/03/1988 will be borne by the continuing firm and parties as and when they arise.
10. That assets and liabilities of the firm as on 31/03/1988 other than those dealt with in clause 3 & 4 herein above shall be taken over by the continuing parties of the first, second, third, fourth and fifth part.
11. The Statement of accounts including Balance Sheet and Profit and Loss account for the year ending 31st March, 1988 will be made at the earliest and the amount standing to the credit/debit of the retiring parties of the sixth, seventh and eighth part will be paid/made good on or before 31st March, 1989 or on such other date as may be mutually agreed upon by the respective individual party with the continuing firm. The credit/debit balance of the retiring parties shall carry interest @ 16% P.A. from 01/04/1988 till the date of final settlement of the account.

1. S. V. Desai

2. S. V. Desai

3. S. V. Desai

4. S. V. Desai

5. S. V. Desai

6. S. V. Desai

7. Satish Modi

8. Satish Modi



8/11/88

G. Krishna Sagar

Lingamachari Sec'bad

m/s. Cambot India Engg & Co; Sec'bad

Jant

D. Janardhan

STAMP VENDOR
LIC. NO. 19/87,
1157, P. S. R. ROAD,
SECUNDERABAD - 500 361

DEED OF RETIREMENT

This Deed of Retirement made at Secunderabad on this 1st day of November, 1988 by and between

1. Shri Mahesh K. Desai S/o. Shri Kantilal B. Desai aged about 43 years, residing at 1-11-222-31, Begumpet, Hyderabad, hereinafter referred party of the first part.
2. Shri Yashraj K. Desai S/o. Shri Kantilal B. Desai aged about 45 years residing at 1-10-38-1, Begumpet, Hyderabad, hereinafter referred party of the second part
3. Shri Subodh V. Desai S/o. Shri Kantilal B. Desai aged about 39 years residing at 1-11-222-31, Begumpet, Hyderabad, hereinafter referred party of the third part.

1 Mahesh Desai

2 Yashraj Desai

3 Subodh K. Desai

4 Satish mad

5 Satish mad

6 _____

7 Satish mad

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as continuing beneficiaries).

WHEREAS, S & T Combines is a Private Family determined Trust, settled by Shri Pramodchandra Modi under a Deed of Trust dated 06/11/1980.

AND WHEREAS the beneficiary of the Trust, Shri Sourabh Modi is the sole beneficiary of the Trust.

AND WHEREAS the said Trust S & T Combines is a beneficiary in another private determined trust styled as S & D Associates with 25% share.

AND WHEREAS the Trustee of the Trust, authorised under a resolution dated 01/04/1994 passed by the trust and the beneficiary of the Trust of the first part, and second part hereto have decided to relinquish the beneficial share of 25% of S & T Combines in S & D Associates in favour of the continuing beneficiaries equally with effect from 01/04/1994.

THEREFORE THIS DEED OF RELINQUISHMENT WITNESSETH AS UNDER:-


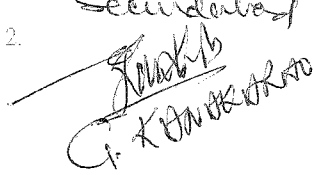
1. That the Trustee of Trust, Shri Satish Modi have relinquished 25% beneficial share in another Private Family Determined Trust styled as S & D Associates in favour of the continuing beneficiaries (as given


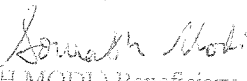
1 Satish Modi : 2 :
2 Sourabh Modi

SNT.DOC

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

WITNESSES:

1. 
58/3, M.G. Road
Secunderabad
2. 
G. K. ANANDARAM

1. 
(SATISH MODI) Trustee
2. 
(SOURABH MODI) Beneficiary of the Trust

4. Shri Vinod K. Desai HUF, represented by its Karta Shri Vinod K. Desai S/o. Shri Kantilal B. Desai, aged about 37 years residing at 1-10-38/3, Begumpet, Hyderabad, hereinafter called party of the fourth part.
5. Shri Valmik K. Desai HUF represented by its Karta Shri Valmik K. Desai S/o. Shri Kantilal B. Desai, aged about 35 years residing at 1-10-38/3/1, Begumpet, Hyderabad, hereinafter called party of the fifth part.
6. Smt. Sudha V. Desai W/o. Shri Vinod K. Desai, aged about years, residing at 1-10-38/3/1, Begumpet, Hyderabad, hereinafter called party of the sixth part.
7. Shri Satish Chandra Modi S/o. Late Shri Manilal C. Modi aged about 44 years residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter called party of the seventh part.
8. Shri Satishchandra Modi HUF represented by its Karta Shri Satishchandra Modi S/o. Late Shri Manilal C. Modi, aged about 44 years residing at 701, Sarita Apartments, Road No.4, Banjara Hills, Hyderabad, hereinafter called party of the eighth part.

WHEREAS the parties of first part to eighth part were carrying on the business in partnership styled as M/s. MEERA INDUSTRIES at 5-1-513, Hill Street, Ranigunj, Secunderabad, on terms and conditions as evidenced in the Deed of Partnership dated 02/04/1981.

AND WHEREAS the parties of the sixth, seventh and eighth part have expressed their desire to retire from the partnership business with effect from the close of business hours on 31st day of March, 1988.

AND WHEREAS the parties hereto are desirous of recording the understanding in writing;

NOW THEREFORE THIS DEED OF RETIREMENT WITNESSETH AS UNDER:-

1. That the parties of the sixth, seventh and eighth part retires from the partnership business with effect from the close of business hours on 31st day of March, 1988.
2. That the parties of the first, second, third, fourth and fifth part will carry on and continue the business styled as M/s. Meera Industries on the terms and conditions as may be mutually decided upon by the continuing parties of the first, second, third, fourth and fifth part respectively.

1. Meera
 2. Sudha V. Desai
 3. Satish K. Desai
 4. Vinod K. Desai

5. Valmik K. Desai
 6. S. V. Desai MEERA.DOC
 7. Satish mod
 8. Satish mod

3. That the parties of the Seventh and Eighth part will take over the rights and obligations arising out of the agreement dated 01/04/1984 and 13/10/1988 entered into by the firm with Seth Group with respect to its construction division business at Rasoolpura in such manner and proportion as may be mutually agreed upon by the respective parties.
4. That the following liabilities outstanding as on 31/03/1988 in the firm's books will be taken over by retiring party Shri Satish Modi (Party of the Seventh Part) as under :
 - * Rent Deposit Rs. 86,000/- (Co-Optex)
 - * Loan from Shri D. Surendranath Reddy Rs. 5,00,000/-.
8. That any tax liability under Income Tax Act, Wealth Tax Act, G. T. Act and relevant sales tax laws which was arisen or that may arise on the firm for the business carried on upto the close of the business hours on 31st day of March, 1988 will be paid and shared by all the parties hereto in the profit/loss sharing ration evidenced in the partnership deed dated 02/04/1981.
9. That any professional fees and incidental expenses that may be payable for the finalisation of the cases/assessments under Income Tax Act, Wealth Tax Act, G.T. Act and/or relevant sales tax laws after the year ending 31/03/1988 will be borne by the continuing firm and parties as and when they arise.
10. That assets and liabilities of the firm as on 31/03/1988 other than those dealt with in clause 3 & 4 herein above shall be taken over by the continuing parties of the first, second, third, fourth and fifth part.
11. The Statement of accounts including Balance Sheet and Profit and Loss account for the year ending 31st March, 1988 will be made at the earliest and the amount standing to the credit/debit of the retiring parties of the sixth, seventh and eighth part will be paid/made good on or before 31st March, 1989 or on such other date as may be mutually agreed upon by the respective individual party with the continuing firm. The credit/debit balance of the retiring parties shall carry interest @ 16% P.A. from 01/04/1988 till the date of final settlement of the account.

1 S. V. Desai
 2 S. V. Desai
 3 S. V. Desai
 4 S. V. Desai

5 S. V. Desai
 6 S. V. Desai
 7 Satish Modi
 8 Satish Modi

IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

WITNESSES:

1. Mahesh Desai MAHESH DESAI
2. Ganesh Desai
58/3 MG Road
Secunderabad

PARTIES:

1. Ganesh Desai
(First Part)
2. S. V. Desai
(Second Part)
3. Suresh Desai
(Third Part)
4. Ganesh Desai
(Fourth Part)
5. Suresh Desai
(Fifth Part)
6. S. V. Desai
(Sixth Part)
7. Suresh Desai
(Seventh Part)
8. Suresh Desai
(Eighth Part)

4. Shri Satish Chandra M. Modi HUF with wife and son Soham, represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the fourth part.
5. Shri Satishchandra M. Modi HUF with wife and son Sourabh, represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi aged about 44 years residing at 701, Sarita Apartments, Banjara Hills, Road No. 4, Hyderabad, hereinafter referred party of the fifth part.
6. S.M. Modi Discretionary Family Trust represented by its trustee Shri Pramod Modi S/o. Late Shri Manilal C. Modi, aged about 46 years residing at 1-8-165, P.G. Road, Secunderabad - 500 003, hereinafter referred party of the sixth part.
7. M.C. Modi Discretionary Family Trust represented by its trustee Shri Satishchandra M. Modi S/o. Late Shri Manilal C. Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the seventh part.

WHEREAS the parties of the first part to seventh part were carrying on the business in partnership styled as M/s. Patel Desai & Company, Proprietor of M/s. Central India Engineering Company at 4-3-161, Hill Street, Secunderabad, on terms and conditions as evidenced in the Deed of Partnership dated 03/04/1986.

AND WHEREAS the parties of the fourth, fifth, sixth and seventh part expressed their desire to retire from the partnership business with effect from the close of business hours on 31st day of March, 1988.

AND WHEREAS the parties hereto are desirous of recording the understanding into writing ;

THEREFORE THIS DEED OF RETIREMENT WITNESSETH AS UNDER :-

1. That the parties of the fourth, fifth, sixth, and seventh part retires from the partnership business with effect from the close of business hours on 31st day of March, 1988.
2. That the parties of the first part, second part and third part will carry on and continue the business styled as M/s. Patel Desai & Company, Proprietor of M/s. Central India Engineering Company on the terms and conditions as may be mutually decided upon by the continuing parties of the first, second and third part respectively.
3. That the retiring parties will take over the rights and obligation arising out of the agreement dated 01/04/1984 and 13/10/1988 entered into by Seth Group in respect to

1	Mahesteran	: 2 :	
2	Mahmud Desai	5	Satish Modi
3	Sobhan Desai	6	Patel Desai
4	Satish Modi	7	Patel Desai

CIEC.DOC

its construction business at Rasoolpura in such manner and proportion as may be mutually agreed upon by the respective retiring parties.

4. That the following liability of Rs. 81,540/- (Rupees Eighty one thousand five hundred and forty only) towards rent deposit received from M/s. **Blue Star Limited** and books of the firm will be taken over by retiring parties in such proportion as they may mutually agree upon.
5. That any tax liabilities under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws that has arisen or that may arise on the firm for the business carried on upto the close of business hours on 31st March, 1988 will be paid and shared by the all the parties hereto in the profit/loss sharing ratio as evidenced in the partnership deed dated 03/04/1986.
6. That any professional fees and incidental expense that may be payable for the finalisation of the assessment under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws upto the year ending 31/03/1988 will be borne by the continuing firm and continuing parties as and when they arise.
7. The assets and liabilities of the firm as on 31/03/1988 other than these dealt with under clause 3 & 4, will be taken over by the continuing parties of the first, second and third part.
8. The statement of accounts including balance sheet and profit and loss account for the year ending 31st March, 1988 will be made at the earliest and the amount standing to the credit/debit of the retiring parties of fourth, fifth, sixth, and seventh part will be paid/made good on or before 31st March, 1989, or at such other date as may be mutually agreed by the respective individual party with the continuing firm. The credit/debit balance of the retiring parties shall carry interest @ 16% P.A. from 01/04/1988 till the date of final settlement of the account.

1 Maheshkaran
2 Mahommed Desai
3 Suresh K Desai
4 Satish madh

5 Satish madh
6
7 Satish madh

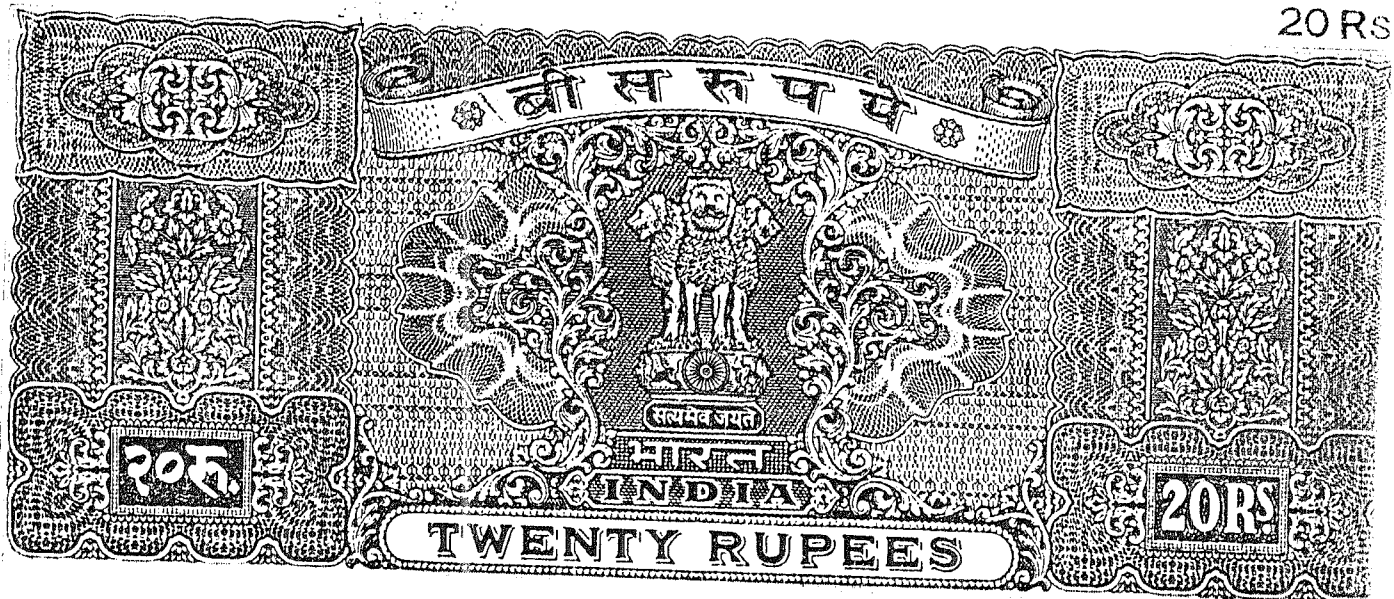
IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

WITNESSES:

1. [Signature]
5813 mg Road
Secundary
2. [Signature]
G. KANAKARAO

PARTIES

1. V. H. Kesava
(First Part)
2. [Signature]
(Second Part)
3. [Signature]
(Third Part)
4. Satish Moh
(Fourth Part)
5. Satish Moh
(Fifth Part)
6. [Signature]
(Sixth Part)
7. Satish Moh
(Seventh Part)



20 Rs

9772 8-4-94 29 -
 D. 20 8/5
 सुबोध, Desai
 H. H. Desai, Desai, Desai

[Signature]
 Smt. H. H. Desai
 G. P. L. NO. 51/84, R. NO. 51/84
 REGIMENTAL BAZAR, SEC 8 RD

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1994, by and between:

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years. R/o: 1-11-222/3A Begumpet, Hyderabad
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years. R/o: 1-11-222/3A, Begumpet, Hyderabad
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years. R/o: 1-11-251/10 Plot No. 3A, Begumpet Hyderabad.

- 1 Ameyami
- 2 Devanshi Desai
- 3 Preeti Desai
- 4 Subodh K. Desai
- 5 Subodh K. Desai

- 6 Chand K. Desai
- 7 Mafmika K. Desai
- 8 Chand K. Desai
- 9 Mafmika K. Desai

MINI.DOC

4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(hereafter collectively referred to as beneficiaries of Desai Group)

IN FAVOUR OF

1. Smt. Tejal Modi W/o. Shri Soham Modi, aged about 23 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.
2. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF.
3. Shri Sourabh Modi S/o. Shri Satish Modi, aged about 22 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.

(hereafter collectively referred to as continuing beneficiaries of Modi Group)

The expression 'Beneficiaries of Desai Group' and 'Beneficiaries of Modi Group' shall mean and include unless it is repugnant to context their respective legal heirs, nominees, representative, administrator, executors etc.

Whereas:

1. Beneficiaries of Desai Group are having beneficial interest in a private determined trust styled as M & M Associates.
2. The said trust is settled by Shri Ashok Chaturlal Desai vide Deed of Trust dated 31/03/1981.

1 Angerani
 2 Devanshi Desai
 3 Preeti Desai
 4 Subodh K Desai
 5 Subodh K Desai

6 Chand K Desai
 7 Mafnic K Desai
 8 Chand K Desai
 9 Mafnic K Desai

MNM.DOC

3. The respective beneficiaries of Desai Group is having following share in the Trust.

Name	Share	Date of attaining majority
Shri Roopesh Desai	12.5%	25/05/1990
Miss Devarshi Desai	12.5%	18/05/1993
Miss Preeti Desai	8.33%	10/08/1993
Miss Nirmita Desai	8.33%	07/07/1999
Master Sanket Desai	8.33%	03/09/2000
Master Rieken Desai	12.5%	10/08/1996
Master Arnav Desai	12.5%	01/11/2000
Miss Hiral Desai	12.5%	24/12/1996
Master Amfesh Desai	12.5%	12/08/2000

The Deed of Trust dated 31/03/1981, inter alia, provides that the share of beneficiaries is to be accumulated till the respective beneficiary attains the age of majority.

4. The beneficiaries of the Desai Group who have attained the age of majority and father and natural guardian of other minor beneficiaries of the Desai Group have decided to relinquish their respective beneficial share in M & M Associates in favour of continuing beneficiaries of Modi Group.

Therefore this Deed of Relinquishment Witnesseth as under:

1. That the respective beneficiaries of Desai group have relinquished all their rights, claims, interest of whatsoever nature in favour of the continuing beneficiaries of Modi Group as given hereunder with effect from 01/04/1994.

In favour of	Extent of Share
Smt. Tejal Modi	25%
Shri Soham Modi HUF	25%
Shri Sourabh Modi	50%

2. That the respective beneficiaries of Desai Group shall not have any rights, claims, interest of whatsoever nature in the Trust of M & M Associates.

1 Amfesh
2 Devarshi Desai
3 Preeti Desai
4 Sanket Desai
5 Sanket Desai

6 Amfesh Desai
7 Amfesh Desai
8 Amfesh Desai
9 Amfesh Desai

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

WITNESSES:

1. *[Signature]*
38/3MG Road
Sec 6ad

2. *[Signature]*
G. K. MAHAKHATA

[Signature]
1. Shri Roopesh M. Desai

[Signature]

2. Miss Devamshi M. Desai

[Signature]

3. Miss Preeli S. Desai

4. Miss Nirmita S. Desai, represented by her father Shri Subodh K. Desai

[Signature]

5. Master Sanket S. Desai, represented by his father Subodh K. Desai

[Signature]

6. Master Ricken V. Desai, represented by his father Shri Vinod K. Desai

[Signature]

[Signature]

7. Miss Hirai V. Desai, represented by her father Shri Valmik K. Desai

8. Master Arnav V. Desai, represented by his father Shri Vinod K. Desai

[Signature]

[Signature]

9. Master Amit V. Desai, represented by his father Shri Valmik Desai

S & S Combines.

Extract of the RESOLUTION PASSED ON 1st April, 1994, by the Trustees of S & S Combines.

" RESOLVED that S & S Combine Relinquishes its 25% share in S & D Associates in favour of following other beneficiaries of the Trust Equally.

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai
9. Master Amit V. Desai S/o. Shri Valmik Desai

" It is further resolved that Shri Satish Modi One of the Trustee is hereby authorized to execute Deed of Relinquishment and to do all such things and acts for this purpose

CERTIFIED TRUE EXTRACT

1. Satish Modi
2. Mahesh Desai
(Trustees)

S & T Combines.

Extract of the Resolution Passed on 1st April, 1994, by the Trustees of S & T Combines:

" Resolved that S & T Combines relinquishes its 25% share in S & D Associates in favour of following other beneficiaries of the Trust Equally.

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai,
4. Miss Nirmita S. Desai D.o. Shri Subodh K. Desai
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai
9. Master Amit V. Desai S.o. Shri Valmik Desai

" It is further Resolved that Shri Satish Modi one of the Trustee, is hereby authorized to execute Deed of Relinquishment and to do all such things and acts for this purpose ".

CERTIFIED TRUE EXTRACT

1. Satish Modi
2. Mahesh Desai
(Trustees)

S & S Combines.

Extract of the RESOLUTION PASSED ON 1st April, 1994, by the Trustees of S & S Combines.

" RESOLVED that S & S Combine Relinquishes its 25% share in S & D Associates in favour of following other beneficiaries of the Trust Equally.

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai
7. Miss Hirai V. Desai D/o. Shri Valmik K. Desai
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai
9. Master Amit V. Desai S/o. Shri Valmik Desai

" It is further resolved that Shri Sanish Modi One of the Trustee is hereby authorized to execute Deed of Relinquishment and to do all such things and acts for this purpose

CERTIFIED TRUE EXTRACT

1. Satish Modi
2. Mahesh Desai
(Trustees)

S & T Combines.

Extract of the Resolution Passed on 1st April, 1994, by the Trustees of S & T Combines:

" Resolved that S & T Combines relinquishes its 25% share in S & D Associates in favour of following other beneficiaries of the Trust Equally.

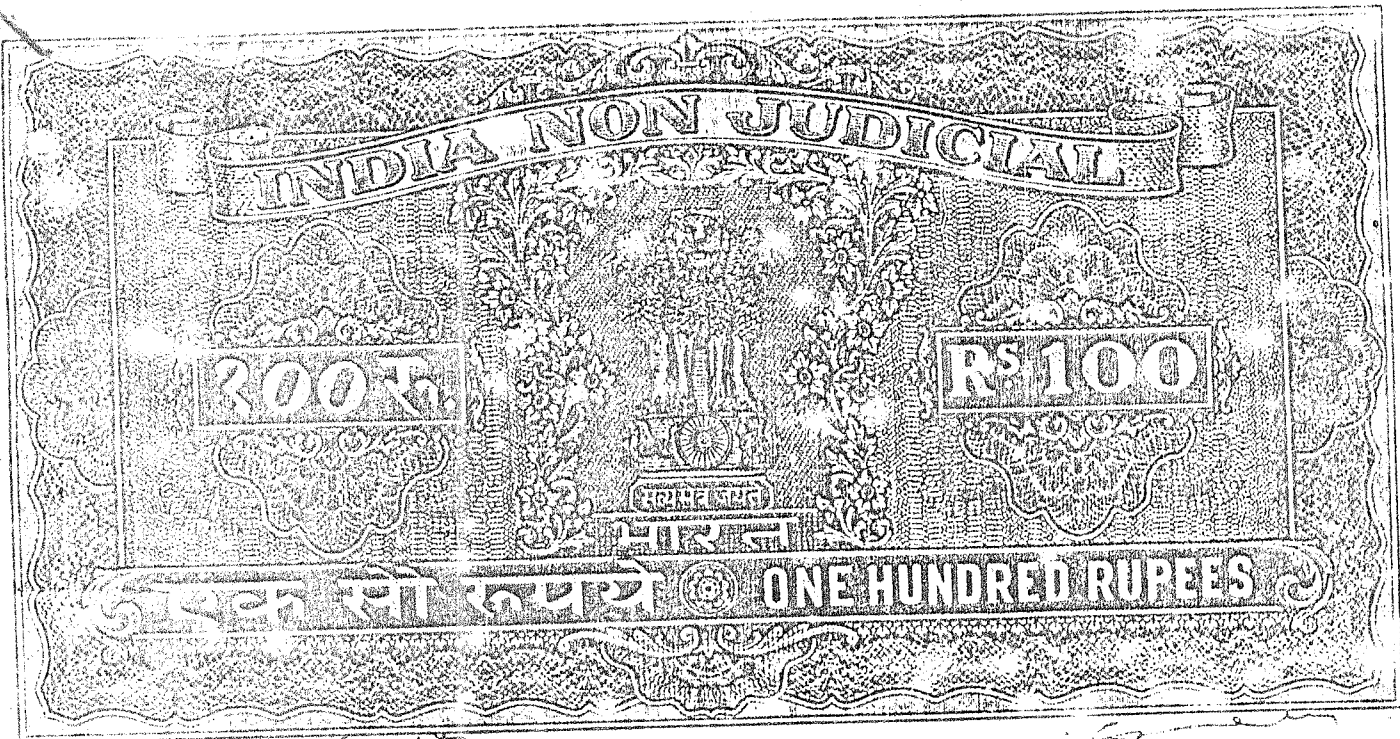
IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai
8. Master Arnay V. Desai S/o. Shri Vinod K. Desai
9. Master Amit V. Desai S/o. Shri Valmik Desai

" It is further Resolved that Shri Sanish Modi one of the Trustee, is hereby authorized to execute Deed of Relinquishment and to do all such things and acts for this purpose ".

CERTIFIED TRUE EXTRACT

1. Satish Modi
2. V. K. Desai
(Trustees)



1913 3.4.86 18

G. Sree Konda
 G. Suresh Mesayer
 G. Liganish Desai
 Chhatra India Egg Co. Sec

G. Sree Konda
 STAMP VENDOR (L NO
 Renewal No. 38/1984
 6649, Kasitrapathi Road
 SECUNDERABAD

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made and executed at Hyderabad
 this the 3rd day of April, 1986 by and between:

1. Shri Mahesh Desai, S/o. Sri Kantilal Desai, aged about 60 years residing at 1-11-222/3/1, Begumpet, Hyderabad.
 2. Shri Pramodchandra Modi S/o. Manilal Modi (representing herein as Trustee of S.M.Modi Discretionary Family Trust) aged about 44 years, residing at Penderghast Road, Secunderabad.
 3. Shri Satishchandra Modi S/o. Sri Manilal Modi, aged about 43 years (representing herein as Karta of Satishchandra Modi HUF with wife and son Soham).
 4. Shri Satishchandra Modi S/o. Manilal Modi aged about 43 years (representing herein as Karta of Satishchandra Modi HUF with wife and son Saurabh);
 5. Shri Valmik Desai S/o. Sri Kantilal Desai aged about 32 years residing at 1-11-222/3/1, Begumpet, Hyderabad.
 6. Shri Subodh Desai S/o. Sri Kantilal Desai aged about 37 years residing at 111, Jeera, Secunderabad.
- A N D
7. Shri Satishchandra Modi S/o. Sri Manilal Modi, aged about 43 years (representing herein as Trustee of M.C. Modi Discretionary Family Trust) residing at 5-4-187/3 & 4, Karbala Maidan, Secunderabad;

Contd...2.

Hereinafter called the partner of the first part, the partner of the second part, the partner of the third part, the partner of the fourth part, the partner of the fifth part, the partner of the sixth part and the partner of the seventh part respectively;

WHEREAS the parties above named are doing business in Partnership under the name and style "PATEL DESAI AND CO" and the Trade name is "CENTRAL INDIA ENGINEERING CO.", since 1-4-1984 and the relations interse are governed by the Deed of Partnership dated 5-4-1984;

AND WHEREAS as per the said Deed of Partnership the share in the profits and losses of the business and the share in the assets and goodwill of the partnership is shared by the partners in the proportion as envisaged in clause 5 of the Deed of Partnership dated 5-4-1984;

AND WHEREAS the partners have agreed to and made a change in the sharing of profits and losses of business with effect from 01-04-1986.

Therefore clause 5 of the Deed of Partnership dated 5-4-1984 stands amended from 1-4-1986, as shall read as under:

Clause-5: The partners share in the profits and losses of the business and their share in the assets and goodwill of the partnership shall be in the following shares and proportions:-

<u>PARTNER</u>	<u>Share in Profit & Loss of Business</u>	<u>Share in Goodwill & Assets</u>
Partner of the first part	25%	25%
Partner of the second part	1%	25%
Partner of the third part	24%	NIL
Partner of the fourth part	24%	NIL
Partner of the fifth part	12½ %	12½ %
Partner of the sixth part	12½ %	12½ %
Partner of the seventh part	1%	25%

Contd....3.

But for these amendments, the other terms and conditions of the Deed of Partnership dated 5-4-1984 remain intact.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and the year first herein above written.

WITNESSES:

1. *[Signature]*
plot no 22 Sapilguda
192 chowdury H7

2. P.K. Chandrasan
(M. K. SUNDARASAN)
4748/D, Jail Road,
New Borguda
Chowdury H7, Sec 3

[Signature]
Partner of the First Part

[Signature]
Partner of the second part

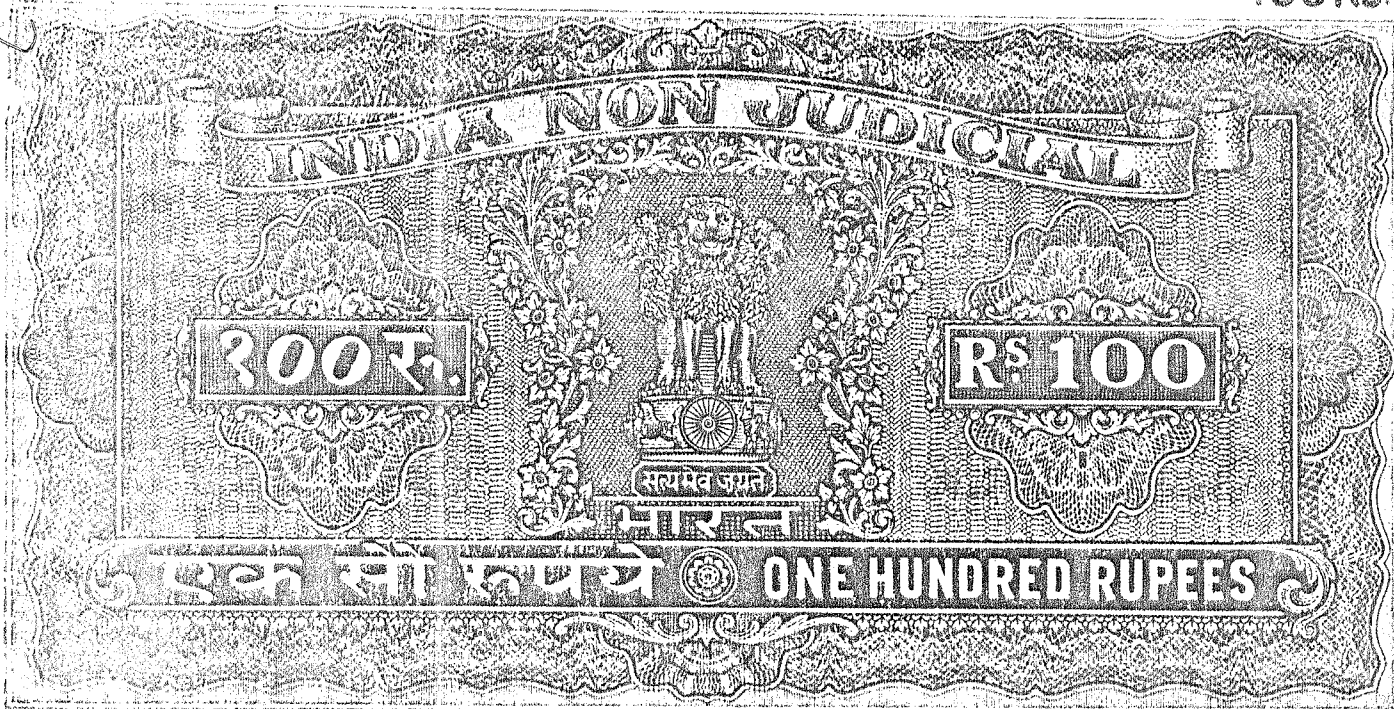
[Signature]
Partner of the third part

[Signature]
Partner of the fourth part

[Signature]
Partner of the fifth part

[Signature]
Partner of the sixth part

[Signature]
Partner of the seventh part



No. 81 D. d. 2.11.88 Rs. 100/-
 श्री. श्री. कृष्णा बेगम
 अ. हंगामाबाद
 म/स. सेंट्रल इंडिया एन्ज २ को, सै.बाद

Jam
 D. Janardhan
 STAMP VENDOR
 LICENCE NO. 19 87.
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1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025

DEED OF RETIREMENT

This Deed of Retirement made at Secunderabad on this 1st day of November, 1988 by and between :

1. Shri Mahesh K. Desai S/o. Shri Kantilal B. Desai aged about 43 years, residing at 1-11-22-3-1, Begumpet, Hyderabad, hereinafter referred party of the first part.
2. Shri Vahnik K. Desai S/o. Shri Kantilal B. Desai aged about 35 years residing at 1-10-58-1, Begumpet, Hyderabad, hereinafter referred party of the second part.
3. Shri Subodh V. Desai S/o. Shri Kantilal B. Desai aged about 39 years residing at 1-11-22-3-1, Begumpet, Hyderabad, hereinafter referred party of the third part.

- 1 Mahesh Desai
- 2 Mahesh K Desai
- 3 Subodh Desai
- 4 Satish Mah
- 5 Satish Mah

- 6 [Signature]
- 7 Satish Mah

4. Shri Satish Chandra M. Modi HUF with wife and son Sohain, represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the fourth part.
5. Shri Satishchandra M. Modi HUF with wife and son Sourabh, represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi aged about 44 years residing at 701, Sarita Apartments, Banjara Hills, Road No. 4, Hyderabad, hereinafter referred party of the fifth part.
6. S.M. Modi Discretionary Family Trust represented by its trustee Shri Pramod Modi S/o. Late Shri Manilal C. Modi, aged about 46 years residing at 1-8-165, P.G. Road, Secunderabad - 500 003, hereinafter referred party of the sixth part.
7. M.C. Modi Discretionary Family Trust represented by its trustee Shri Satishchandra M. Modi S/o. Late Shri Manilal C. Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the seventh part.

WHEREAS the parties of the first part to seventh part were carrying on the business in partnership styled as M/s. Patel Desai & Company, Proprietor of M/s. Central India Engineering Company at 4-3-161, Hill Street, Secunderabad, on terms and conditions as evidenced in the Deed of Partnership dated 03/04/1986.

AND WHEREAS the parties of the fourth, fifth, sixth and seventh part expressed their desire to retire from the partnership business with effect from the close of business hours on 31st day of March, 1988.

AND WHEREAS the parties hereto are desirous of recording the understanding into writing:

THEREFORE THIS DEED OF RETIREMENT WITNESSETH AS UNDER:

1. That the parties of the fourth, fifth, sixth, and seventh part retires from the partnership business with effect from the close of business hours on 31st day of March, 1988.
2. That the parties of the first part, second part and third part will carry on and continue the business styled as M/s. Patel Desai & Company, Proprietor of M/s. Central India Engineering Company on the terms and conditions as may be mutually decided upon by the continuing parties of the first, second and third part respectively.
3. That the retiring parties will take over the rights and obligation arising out of the agreement dated 01/04/1984 and 13/10/1988 entered into by Seth Group in respect to

1 Maheshkeshu
 2 Maheshkeshu Desai
 3 Satish K Desai
 4 Satish mod

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 5 Satish mod
 6 Satish mod
 7 Satish mod

CIBC.DOC

its construction business at Kasoolpura in such manner and proportion as may be mutually agreed upon by the respective retiring parties.

4. That the following liability of Rs. 81,540/- (Rupees Eighty one thousand five hundred and forty only) towards rent deposit received from M/s. Blue Star Limited and books of the firm will be taken over by retiring parties in such proportion as they may mutually agree upon.
5. That any tax liabilities under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws that has arisen or that may arise on the firm for the business carried on upto the close of business hours on 31st March, 1988 will be paid and shared by the all the parties hereto in the profit/loss sharing ratio as evidenced in the partnership deed dated 03/04/1986.
6. That any professional fees and incidental expense that may be payable for the finalisation of the assessment under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws upto the year ending 31/03/1988 will be borne by the continuing firm and continuing parties as and when they arise.
7. The assets and liabilities of the firm as on 31/03/1988 other than these dealt with under clauses 8 to 6, will be taken over by the continuing parties of the first, second and third part.
8. The statement of accounts including balance sheet and profit and loss account for the year ending 31st March, 1988 will be made at the earliest and the amount standing to the credit/debit of the retiring parties of fourth, fifth, sixth, and seventh part will be paid/made good on or before 31st March, 1989, or at such other date as may be mutually agreed by the respective individual party with the continuing firm. The credit/debit balance of the retiring parties shall carry interest @ 16% P.A. from 01/04/1988 till the date of final settlement of the account.

1 Dhakeshwar
2 Rajendra K. Desai
3 Sudhakar Desai
4 Satish mal

5 Satish mal
6 _____
7 Satish mal

IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

WITNESSES

1. [Signature]
58/3 MG Road
Secunderabad

2. [Signature]
G. KRISHNA RAO

PARTIES

1. [Signature]
(First Part)
2. [Signature]
(Second Part)
3. [Signature]
(Third Part)
4. Satish mad
(Fourth Part)
5. Satish mad
(Fifth Part)
6. [Signature]
(Sixth Part)
7. Satish mad
(Seventh Part)

23m

100RS



No. ... 81 ... Dated: 21/11/1988

Sold to G. Krishna Sagar

So. Lingamach 100 Sec'bad

To whom m/s. Central India Engg & Co; Sec'bad

Jam

D. Janardhan

STAMP VENDOR
LICENSE NO. 1987-
11-2-1988 HYDRABAD
SECUNDERABAD - 500 361

DEED OF RETIREMENT

This Deed of Retirement made at Secunderabad on this 1st day of November, 1988 by and between :

1. Shri Mahesh K. Desai S/o. Shri Kantilal B. Desai aged about 43 years, residing at 1-11-2223/1, Begumpet, Hyderabad, hereinafter referred party of the first part.
2. Shri Vahnik K. Desai S/o. Shri Kantilal B. Desai aged about 35 years residing at 1-10-38/1, Begumpet, Hyderabad, hereinafter referred party of the second part
3. Shri Subodh V. Desai S/o. Shri Kantilal B. Desai aged about 39 years residing at 1-11-2223/1, Begumpet, Hyderabad, hereinafter referred party of the third part.

- 1 Mahesh Kesar
- 2 Mahesh Desai
- 3 Subodh K. Desai
- 4 Satish mod

- 5 Satish mod
- 6
- 7 Satish mod

4. **Shri Satish Chandra M. Modi HUF with wife and son Soham**, represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the **fourth part**.
5. **Shri Satishchandra M. Modi HUF with wife and son Sourabh**, represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi aged about 44 years residing at 701, Sarita Apartments, Banjara Hills, Road No. 4, Hyderabad, hereinafter referred party of the **fifth part**.
6. **S.M. Modi Discretionary Family Trust** represented by its trustee Shri Pramod Modi S/o. Late Shri Manilal C. Modi, aged about 46 years residing at 1-8-165, P.G. Road, Secunderabad - 500 003, hereinafter referred party of the **sixth part**.
7. **M.C. Modi Discretionary Family Trust** represented by its trustee Shri Satishchandra M. Modi S/o. Late Shri Manilal C. Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the **seventh part**.

WHEREAS the parties of the **first part to seventh part** were carrying on the business in partnership styled as **M/s. Patel Desai & Company**, Proprietor of **M/s. Central India Engineering Company** at 4-3-161, Hill Street, Secunderabad, on terms and conditions as evidenced in the Deed of Partnership dated 03/04/1986.

AND WHEREAS the parties of the **fourth, fifth, sixth and seventh part** expressed their desire to retire from the partnership business with effect from the close of business hours on 31st day of March, 1988.

AND WHEREAS the parties hereto are desirous of recording the understanding into writing ;

THEREFORE THIS DEED OF RETIREMENT WITNESSETH AS UNDER :-

1. That the parties of the **fourth, fifth, sixth, and seventh part** retires from the partnership business with effect from the close of business hours on 31st day of March, 1988.
2. That the parties of the **first part, second part and third part** will carry on and continue the business styled as **M/s. Patel Desai & Company**, Proprietor of **M/s. Central India Engineering Company** on the terms and conditions as may be mutually decided upon by the continuing parties of the **first, second and third part** respectively.
3. That the retiring parties will take over the rights and obligation arising out of the agreement dated 01/04/1984 and 13/10/1988 entered into by **Seth Group** in respect to

1	Mahesh Desai	: 2 :	
2	Mahesh Desai	5	Satish modh
3	Satish K. Desai	6	_____
4	Satish modh	7	Satish modh

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its construction business at Rasoolpura in such manner and proportion as may be mutually agreed upon by the respective retiring parties.

4. That the following liability of Rs. 81,540/- (Rupees Eighty one thousand five hundred and forty only) towards rent deposit received from M/s. **Blue Star Limited** and books of the firm will be taken over by retiring parties in such proportion as they may mutually agree upon.
5. That any tax liabilities under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws that has arisen or that may arise on the firm for the business carried on upto the close of business hours on 31st March, 1988 will be paid and shared by the all the parties hereto in the profit/loss sharing ratio as evidenced in the partnership deed dated 03/04/1986.
6. That any professional fees and incidental expense that may be payable for the finalisation of the assessment under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws upto the year ending 31/03/1988 will be borne by the continuing firm and continuing parties as and when they arise.
7. The assets and liabilities of the firm as on 31/03/1988 other than these dealt with under clause 3 & 4, will be taken over by the continuing parties of the first, second and third part.
8. The statement of accounts including balance sheet and profit and loss account for the year ending 31st March, 1988 will be made at the earliest and the amount standing to the credit/debit of the retiring parties of fourth, fifth, sixth, and seventh part will be paid/made good on or before 31st March, 1989, or at such other date as may be mutually agreed by the respective individual party with the continuing firm. The credit/debit balance of the retiring parties shall carry interest @ 16% P.A. from 01/04/1988 till the date of final settlement of the account.

1 Maheshkaran
2 Mafsun K Desai
3 Subbar K Desai
4 Satish mal

5 Satish mal
6
7 Satish mal

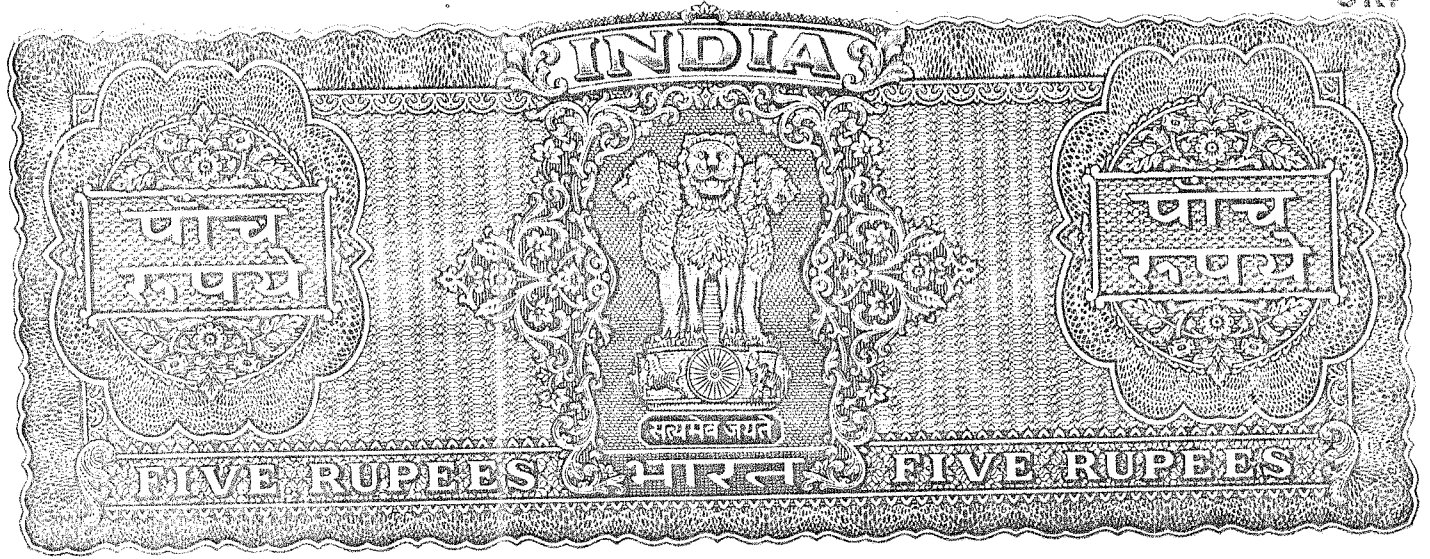
IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

WITNESSES:

1. [Signature]
28/3 mg Road
Secunderabad
2. [Signature]
G. KANAKARAO

PARTIES

1. [Signature]
(First Part)
2. [Signature]
(Second Part)
3. [Signature]
(Third Part)
4. [Signature]
(Fourth Part)
5. [Signature]
(Fifth Part)
6. [Signature]
(Sixth Part)
7. [Signature]
(Seventh Part)



2442 8/9/89

కొత్తవారు P.A. Chaitanya, s/o. P.V.M. Rao, Hyderabad

వివరించు Satish Modi HUF s/o M.C. Modi, Hyderabad

మరియు ఎక్స్-ఆఫీషియో ప్లాంట్ వె.ఎ.సి. ఇ. ప్లాం. కార్యాలయము, హైదరాబాదు.

AGREEMENT

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

- 1. Shri. Late Manilal Modi S/o. Late Shri. Manilal Modi R/o. Plot No. 1065, Jubilee Hills, Hyderabad, aged about 70 years.
- 2. Shri. Satishchandra Modi HUF represented by its Karta Shri Satish Modi S/o. Shri. Late Manilal Modi, R/o. Plot No. 1065, Jubilee Hills, Hyderabad aged about 45 years.
- 3. Shri. Satishchandra Modi HUF with Wife and Son Soham represented by its Karta Shri Satish Modi S/o. Late Shri. Manilal Modi, R/o. Plot No. 1065, Jubilee Hills, Hyderabad, aged about 45 years.
- 4. Shri. Satishchandra Modi HUF with wife and Son Sourabh Modi represented by its Karta Shri Satish Modi S/o. Late Shri. Manilal Modi, R/o. Plot No. 1065, Jubilee Hills, Hyderabad, aged about 45 years.
- 5. Mohi Discretionary Family Trust represented by its Trustee Shri Pramodchandra Modi S/o. Late Shri. Manilal Modi R/o. T-8-165, P.G. Road, Secunderabad, aged about 47 years.

AND

- 1. Satish Modi
- 2. Satish Modi
- 3. Satish Modi
- 4. Satish Modi
- 5. Satish Modi
- 6. Satish Modi

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

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

WHEREAS the parties of first part and second part were partners in M/s. Meera Industries a registered partnership firm having its office at 5-3-513, Hill Street, Secunderabad, till the end of business hours as on 31/03/1988 and thereafter retired from the said partnership vide Deed of Retirement dated 01/11/1988.

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

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER :-

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

OBLIGATION TAKEN

Parties	Repayment of Tenants Rent Deposits etc.	Payment of Rent to Seth Group (Land Owner)
Party of the 1st part	80,000/- - Co-Optex	3,245.00
	19,470 - - Blue Star	
Party of the 2nd part	19,470 - - Blue Star	3,245.00
Party of the 5th part	11,700 - - Blue Star	1,950.00
Party of the 6th part	11,700 - - Blue Star	1,950.00

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

1. Satish Modi
 2. Satish Modi
 3. Satish Modi


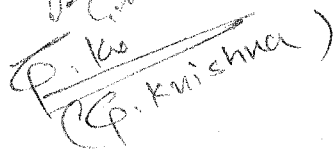
4. Satish Modi
 5. Satish Modi
 6. Satish Modi

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

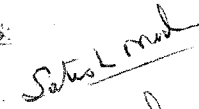
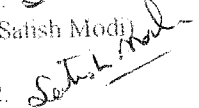
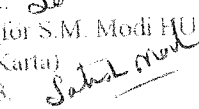
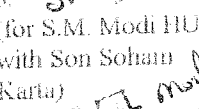
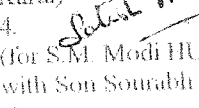
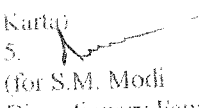
In favour of	Given by	Amount of Consideration
Party of the 3rd part	Party of the 5th part	20,000/-
Party of the 4th part	Party of the 6th part	20,000/-

4. That the parties hereto who have taken over the rights and obligations have agreed with the present arrangement of assignment of monthly rent of Rs. 13,500/- in respect of portion tenanted by Blue Star Limited so as to ensure and secure timely payment of monthly rent to the Sedi Group (Land Owner).

WITNESSES:

1. 
S. Anand Rao
2. 
P. Krishna

PARTIES:

1. 
(Satish Modi)
2. 
(for S.M. Modi HUF Karta)
3. 
(for S.M. Modi HUF with Son Soham Karta)
4. 
(for S.M. Modi HUF with Son Sourabh Karta)
5. 
(for S.M. Modi Discretionary Family Trust) Trustee
6. 
(for M.C. Modi Discretionary Trust) Trustee

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

S.No.	Municipal No.	Area (Sq. Ft.)	Present Tenant	Present monthly rent	Rights Taken over by	Remarks
01	1-20-272/C, Ground Floor	3,240	RTC Pvt. Ltd.	8650	Party of the Second part	-
02	1-20-272/E, First Floor (Half Portion)	625	Vineeta Jheven	1285	Party of the Second Part	-
03	1-20-272/F, First Floor (Half Portion)	625	Vacant	-	Party of the Second Part	-
04	1-20-272/G, Ground Floor	625	Srikanth Steels	1250	Party of the First Part	-
05	1-20-272/H, Ground Floor	5000	Co-optex	13250	Party of the First Part	-
06	1-20-272/I, Ground Floor	1450	Shree Enterprises	3500	Party of the Third part	-
07	1-20-272/J, Ground Floor	1045	Kalyani Beer & Wines	2662.5	Party of the Fourth Part	-
08	1-20-272/A, First Floor	675	Pasumarthy Industries	828.5	Party of the 5th part	The rights transferred to party of 3rd part for a consideration of Rs. 20,000/-
09	1-20-272/A, First Floor	675	Pasumarthy Industries	828.5	Party of the 3rd part	-
10	1-20-272/A, 1st Floor	675	Vacant	-	Party of the 4th Part	-
11	1-20-272/A, 1st Floor	675	Vacant	-	Party of the 4th Part	Rights transferred to the party of the 3rd part for a consideration of Rs. 20,000/-

1. Sathish mal

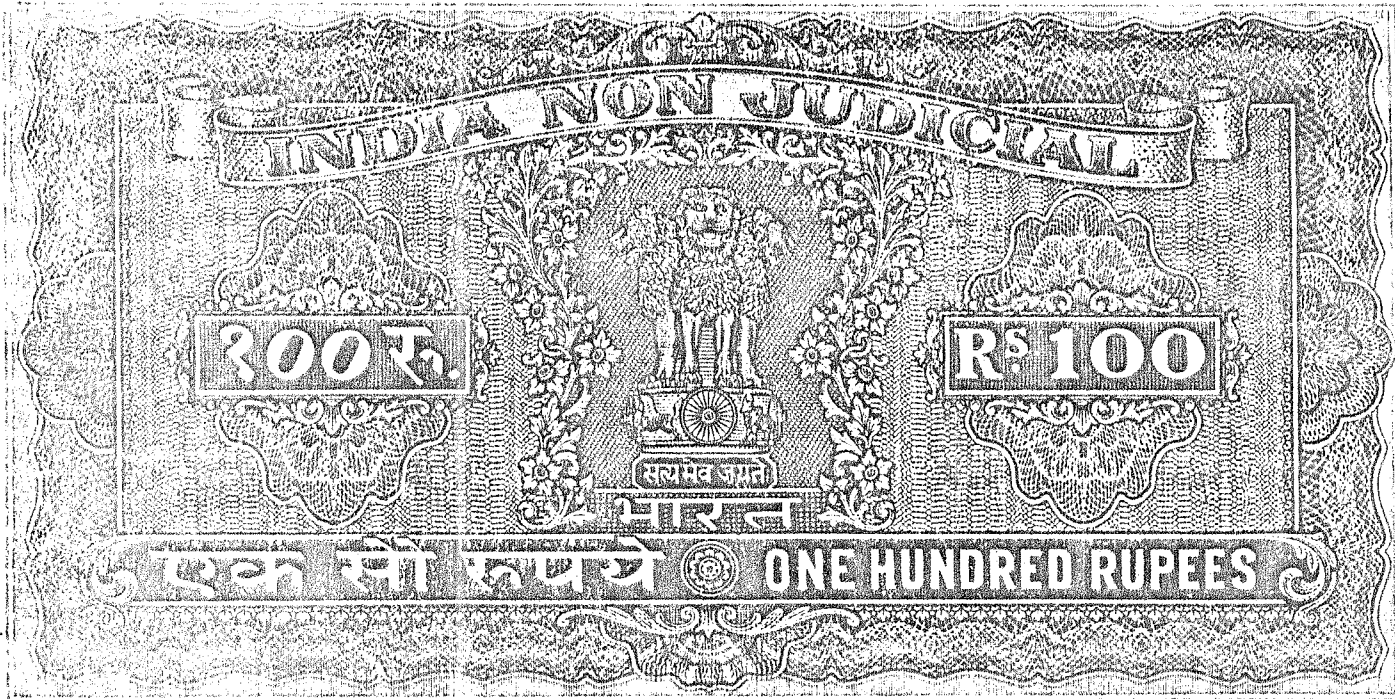
2. Sathish mal

3. Sathish mal

4. Sathish mal

5.

6. Sathish mal



No. 81 of 1988 Sec'bad

Shri G. Krishna Sagar

Hyderabad Sec'bad

m/s Central India Sugg & Co; Sec'bad

Jam
D. Janardhan

STAMP VENDOR
LIC. NO. 19 87
11-2-1987 HYDRABAD
SECUNDERABAD - 500 361

DEED OF RETIREMENT

This Deed of Retirement made at Secunderabad on this 1st day of November, 1988 by and between:

1. Shri Mahesh K. Desai S/o. Shri Kantilal B. Desai aged about 43 years, residing at 1-11-222/31, Begumpet, Hyderabad, hereinafter referred party of the first part.
2. Shri Valmik K. Desai S/o. Shri Kantilal B. Desai aged about 35 years residing at 1-10-58/1, Begumpet, Hyderabad, hereinafter referred party of the second part.
3. Shri Subodh V. Desai S/o. Shri Kantilal B. Desai aged about 39 years residing at 1-11-222/31, Begumpet, Hyderabad, hereinafter referred party of the third part.

1. Tahasildar
2. M/s. K. Desai
3. Subodh Desai
4. Satish Moh
5. Satish Moh

6. [Signature]
7. Satish Moh

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4. Shri Satish Chandra M. Modi HUF with wife and son Sohani, represented by its karta Shri Satish Modi S/o. Late Shri Manilal Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the fourth part.
5. Shri Satishchandra M. Modi HUF with wife and son Sourabh, represented by its karta Shri Satish Modi S/o. Late Shri Manilal Modi aged about 44 years residing at 701, Sarita Apartments, Banjara Hills, Road No. 4, Hyderabad, hereinafter referred party of the fifth part.
6. S.M. Modi Discretionary Family Trust represented by its trustee Shri Pramod Modi S/o. Late Shri Manilal C. Modi, aged about 46 years residing at 1-8-165, P.G. Road, Secunderabad - 500 003, hereinafter referred party of the sixth part.
7. M.C. Modi Discretionary Family Trust represented by its trustee Shri Satishchandra M. Modi S/o. Late Shri Manilal C. Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the seventh part.

WHEREAS the parties of the first part to seventh part were carrying on the business in partnership styled as M/s. Patel Desai & Company, Proprietor of M/s. Central India Engineering Company at 4-3-161, Hill Street, Secunderabad, on terms and conditions as evidenced in the Deed of Partnership dated 03/04/1986.

AND WHEREAS the parties of the fourth, fifth, sixth and seventh part expressed their desire to retire from the partnership business with effect from the close of business hours on 31st day of March, 1988.

AND WHEREAS the parties hereto are desirous of recording the understanding into writing.

THEREFORE THIS DEED OF RETIREMENT WITNESSETH AS UNDER :-

1. That the parties of the fourth, fifth, sixth, and seventh part retires from the partnership business with effect from the close of business hours on 31st day of March, 1988.
2. That the parties of the first part, second part and third part will carry on and continue the business styled as M/s. Patel Desai & Company, Proprietor of M/s. Central India Engineering Company on the terms and conditions as may be mutually decided upon by the continuing parties of the first, second and third part respectively.
3. That the retiring parties will take over the rights and obligation arising out of the agreement dated 01/04/1984 and 13/10/1988 entered into by Seth Group in respect to

1 Habeshkasa
 2 Mahaveer Desai
 3 Subu R D Rao
 4 Satish mod

5 Satish mod
 6
 7 Satish mod

CIBC.DOC

its construction business at Rasoolpura in such manner and proportion as may be mutually agreed upon by the respective retiring parties.

4. That the following liability of Rs. 81,540/- (Rupees Eighty one thousand five hundred and forty only) towards rent deposit received from M/s. Blue Star Limited and books of the firm will be taken over by retiring parties in such proportion as they may mutually agree upon.
5. That any tax liabilities under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws that has arisen or that may arise on the firm for the business carried on upto the close of business hours on 31st March, 1988 will be paid and shared by the all the parties hereto in the profit/loss sharing ratio as evidenced in the partnership deed dated 03/04/1986.
6. That any professional fees and incidental expense that may be payable for the finalisation of the assessment under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws upto the year ending 31/03/1988 will be borne by the continuing firm and continuing parties as and when they arise.
7. The assets and liabilities of the firm as on 31/03/1988 other than those dealt with under clauses 3 & 4, will be taken over by the continuing parties of the first, second and third part.
8. The statement of accounts including balance sheet and profit and loss account for the year ending 31st March, 1988 will be made at the earliest and the amount standing to the credit/debit of the retiring parties of fourth, fifth, sixth, and seventh part will be paid/made good on or before 31st March, 1989, or at such other date as may be mutually agreed by the respective individual party with the continuing firm. The credit/debit balance of the retiring parties shall carry interest @ 16% P.A. from 01/04/1988 till the date of final settlement of the account.

1 Shaheshkeshar
2 Pravin K. Desai
3 Suresh K. Desai
4 Satish mal

5 Satish mal
6 Sh. K. Desai
7 Satish mal

IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

WITNESSES

1. M. S. Khan
58/3 McLeod
Secunderabad

2. G. Kanakamma
G. Kanakamma

PARTIES

1. M. S. Khan
(First Part)
2. M. S. Khan to Desu
(Second Part)
3. S. S. K. Desu
(Third Part)
4. S. S. K. Desu
(Fourth Part)
5. S. S. K. Desu
(Fifth Part)
6. S. S. K. Desu
(Sixth Part)
7. S. S. K. Desu
(Seventh Part)

20 Rs



9775 8.4.94 20/-
D 21 85
S & T Combines, Sec
S & T Combines, Sec

[Handwritten signature]

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1991, by

1. Shri Satish Modi, S/o. Late Shri Mamal Modi, aged about 49 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing S & T Combines, a Private Family determined Trust under capacity of a Trustee (Hereinafter referred to as Trustee of the Trust)

AND

2. Shri Sourabh Modi S/o. Shri Satish Modi, aged about 22 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, (hereinafter referred to as beneficiary of the Trust)

1 Satish Modi
2 Sourabh Modi

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IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devamshri M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Armit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as continuing beneficiaries).

WHEREAS, S & T Combines is a Private Family determined Trust, settled by Shri Pramodchandra Modi under a Deed of Trust dated 06/11/1980;

AND WHEREAS the beneficiary of the Trust, Shri Sourabh Modi is the sole beneficiary of the Trust.

AND WHEREAS the said Trust S & T Combines is a beneficiary in another private determined trust styled as S & D Associates with 25% share.

AND WHEREAS the Trustee of the Trust, authorised under a resolution dated 01/04/1994 passed by the trust and the beneficiary of the Trust of the first part, and second part hereto have decided to relinquish the beneficial share of 25% of S & T Combines in S & D Associates in favour of the continuing beneficiaries equally with effect from 01/04/1994.

THEREFORE THIS DEED OF RELINQUISHMENT WITNESSETH AS UNDER:-

1. That the Trustee of Trust, Shri Satish Modi have relinquished 25% beneficial share in another Private Family Determined Trust styled as S & D Associates in favour of the continuing beneficiaries (as given

1 Satish Modi
2 Sourabh Modi

: 2 :

SNT.DOC

under) equally with effect from 01/04/1994 and the said Trust, viz S & T Combines directly or indirectly through its beneficiaries shall not have any rights, claims, interests of whatsoever nature in the Trust of S & D Associates.

2. That the beneficiary of the Trust Shri Sourabh Modi who has beneficial interest in the S & D Associates Trust indirectly through S & T Combines have relinquished all his rights, claims, interest of whatsoever nature in S & D Associates in favour of the continuing beneficiaries (as given under) **EQUALLY** with effect from 01/04/1994.


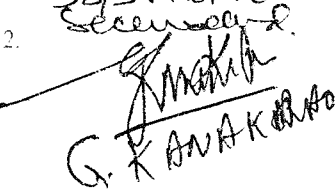
Continuing Beneficiaries

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3.A Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3.A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3.A Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Anav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

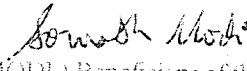
1 Sanket Modi
2 Roopesh Modi

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

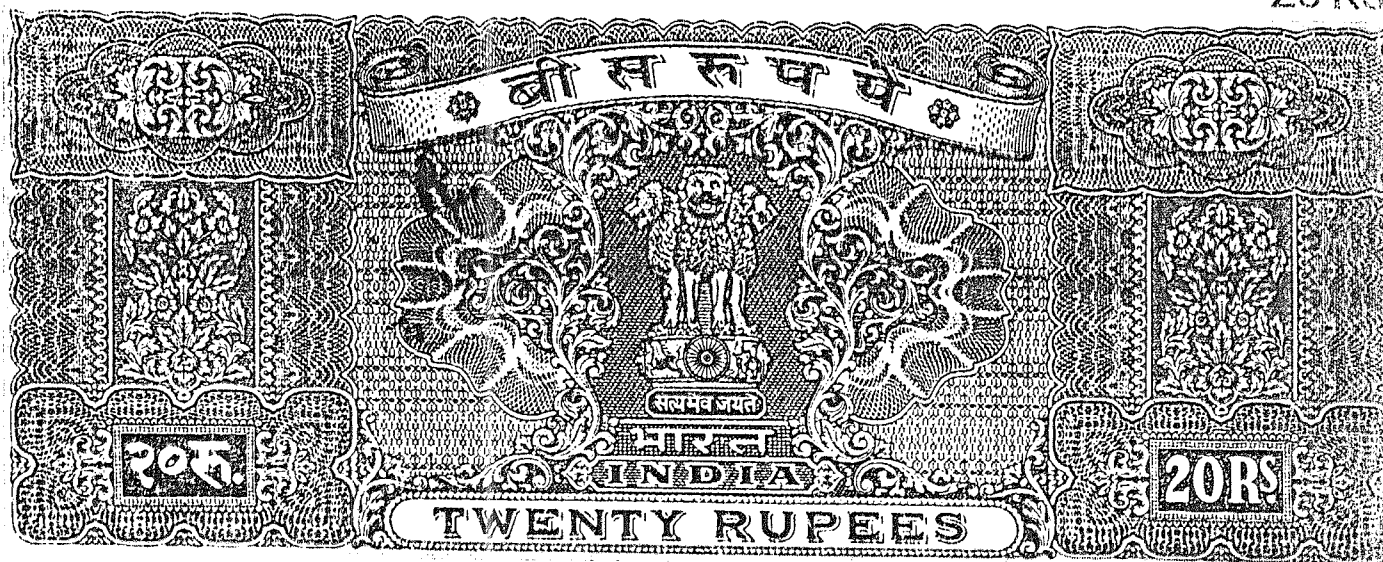
WITNESSES.

1. 
58/3 MG Road
Secunderabad.
2. 
G. KANAK RAO


1. (SATISH MODI) Trustee.


2. (SOURABH MODI) Beneficiary of the Trust.

20 RS



9775 - 8.4.94 - 20/-
D 2185
S & T. 3023, 4th

[Signature]

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1994, by

1. Shri Satish Modi, S/o. Late Shri Mamalal Modi, aged about 49 years, resident of 1-10-72/2/3 Begumpet, Hyderabad, representing S & T Combines, a Private Family determined Trust under capacity of a Trustee (Hereinafter referred to as Trustee of the Trust)

AND

2. Shri Sourabh Modi S/o. Shri Satish Modi, aged about 22 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, (hereinafter referred to as beneficiary of the Trust)

1 *Satish Modi*
2 *Sourabh Modi*

: 1 :

SNEEDOC

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devamshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as continuing beneficiaries).

WHEREAS, S & T Combines is a Private Family determined Trust, settled by Shri Pramodchandra Modi under a Deed of Trust dated 06/11/1980 ;

AND WHEREAS the beneficiary of the Trust, Shri Sourabh Modi is the sole beneficiary of the Trust.

AND WHEREAS the said Trust S & T Combines is a beneficiary in another private determined trust styled as S & D Associates with 25% share.

AND WHEREAS the Trustee of the Trust, authorised under a resolution dated 01/04/1994 passed by the trust and the beneficiary of the Trust of the first part, and second part hereto have decided to relinquish the beneficial share of 25% of S & T Combines in S & D Associates in favour of the continuing beneficiaries equally with effect from 01/04/1994.

THEREFORE THIS DEED OF RELINQUISHMENT WITNESSETH AS UNDER:-

1. That the Trustee of Trust, Shri Satish Modi have relinquished 25% beneficial share in another Private Family Determined Trust styled as S & D Associates in favour of the continuing beneficiaries (as given

1 Satish Modi
2 Sourabh Modi

: 2 :

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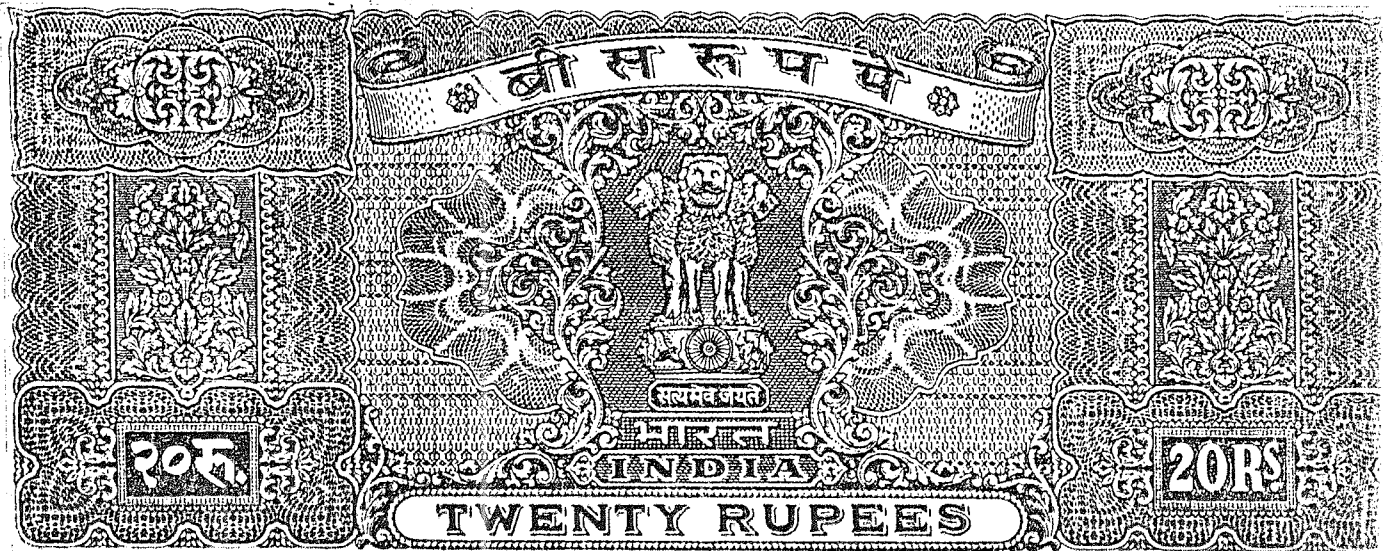
IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

WITNESSES:

1. *Ganapati*
58/3 MG Road
Secunderabad.
2. *S. Mohan*
G. K. ANAKAPPA

Satish Modi
1. (SATISH MODI) Trustee.

Sourabh Modi
2. (SOURABH MODI) Beneficiary of the Trust.



9772 8-4-94 20/-
D. 250 85
Subbaraj, Desai
M. A. M. Desai Desai, Desai

Dr. M. K. ...
P. L. NO. 51/84, R. NO. ...
REGIMENTAL BAZAR, SEC ...

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1994, by and between

- 1. Shri Koope shi M. Desai S/o. Shri Mahesh K. Desai aged about 21 years. R/o. F-11-222/31. Begumpet Hyderabad
- 2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years. R/o. F-11-222/31. Begumpet. Hyderabad
- 3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai. aged about 18 years. R/o. F-11-234/10 Plot No. 3A. Begumpet Hyderabad.

1 Subbaraj
 2 Devanshi Desai
 3 Preeti Desai
 4 Subodh K. Desai
 5 Subodh K. Desai

6 Chand K. Desai
 7 Pragna K. Desai
 8 Chand K. Desai
 9 Pragna K. Desai

MINALDOC

4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(hereafter collectively referred to as beneficiaries of Desai Group)

IN FAVOUR OF

1. Smt. Taya Modi W/o. Shri Soham Modi, aged about 23 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.
3. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF.
2. Shri Sourabh Modi S/o. Shri Satish Modi, aged about 22 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.

(hereafter collectively referred to as continuing beneficiaries of Modi Group).

The expression 'Beneficiaries of Desai Group' and 'Beneficiaries of Modi Group' shall mean and include unless it is repugnant to context their respective legal heirs, nominees, representative, administrator, executors etc.

Whereas:

1. Beneficiaries of Desai Group are having beneficial interest in a private determined trust styled as M & M Associates.
2. The said trust is settled by Shri Ashok Chaturlal Desai vide Deed of Trust dated 31/03/1981.

1 Amrta
 2 Devanshi Desai
 3 Preeti Desai
 4 Subodh K Desai
 5 Subodh K Desai

6 Chand K Desai
 7 Mafnic K Desai
 8 Chand K Desai
 9 Mafnic K Desai
 MNM.DOC

3. The respective beneficiaries of Desai Group is having following share in the Trust

Name	Share	Date of attaining majority
Shri Roopesh Desai	12.5%	28/05/1990
Miss Devarshi Desai	12.5%	18/05/1993
Miss Preeti Desai	8.33%	10/08/1993
Miss Nirmita Desai	8.33%	07/07/1999
Master Sanket Desai	8.33%	03/09/2000
Master Ricken Desai	12.5%	10/08/1996
Master Arnav Desai	12.5%	01/11/2000
Miss Hiral Desai	12.5%	24/12/1996
Master Amitesh Desai	12.5%	12/08/2000

The Deed of Trust dated 31/03/1981, inter alia, provides that the share of beneficiaries is to be accumulated till the respective beneficiary attains the age of majority.

4. The beneficiaries of the Desai Group who have attained the age of majority and father and natural guardian of other minor beneficiaries of the Desai Group have decided to relinquish their respective beneficial share in M & M Associates in favour of continuing beneficiaries of Modi Group

Therefore this Deed of Relinquishment Witnesseth as under

1. That the respective beneficiaries of Desai group have relinquished all their rights, claims, interest of whatsoever nature in favour of the continuing beneficiaries of Modi Group as given hereunder with effect from 01/04/1994.

In favour of	Extent of Share
Smt. Tejal Modi	25%
Shri Soham Modi HUF	25%
Shri Sourabh Modi	50%

2. That the respective beneficiaries of Desai Group shall not have any rights, claims, interest of whatsoever nature in the Trust of M & M Associates.

1 Sujanni
2 Devarshi Desai
3 Preeti Desai
4 Surbhi K. Desai
5 Surbhi K. Desai

6 Anand K. Desai
7 Mafmukh K. Desai
8 Anand K. Desai
9 Mafmukh K. Desai

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994

WITNESSES:

1. *[Signature]*
873MG Road
Sec 6ad

2. *[Signature]*
G. K. ANNAKURU

[Signature]
1. Shri Roopesh M. Desai

[Signature]
2. Miss Devamshi M. Desai

3. *[Signature]*
Miss Preeli S. Desai

[Signature]
Miss Preeli S. Desai

4. Miss Nirmita S. Desai, represented by her father Shri Subodh K. Desai

[Signature]

5. Master Sanket S. Desai, represented by his father Subodh K. Desai

[Signature]

6. Master Ricken V. Desai, represented by his father Shri Vinod K. Desai

[Signature]

[Signature]

7. Miss Hiral V. Desai, represented by her father Shri Vinod K. Desai

8. Master Arnav V. Desai, represented by his father Shri Vinod K. Desai

[Signature]

[Signature]

9. Master Amit V. Desai, represented by his father Shri Vinod K. Desai

20 RS.



No. 9770 Date 8.4.94 Rs. 20/-
 paid to S. S. S. S. S.
 No. 10-10-10 S. S. S. S. S. Jee
 For Whom - S. S. S. S. S. Jee

Not. to. P. K. K. K. K.
 A. P. L. No. 51/64, R. No. 51/64
 MUMBAI. MAR. 1994.

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1994 by

1. Mr. Samsi Modi, S. O. Late Mr. Manik Modi, aged about 49 years, resident of 1-10-72/3, Begumpet, Hyderabad, representing S & S Combines, a Private Family determined Trust under capacity of a Trustee (Hereinafter referred to as Trustee of the Trust)
2. Smt. Tejal Modi W/o. Mr. Samsi Modi, aged about 23 years, resident of 1-10-72/3, Begumpet, Hyderabad, hereinafter referred to as beneficiary of the Trust of the first part)

1 Samsi Modi
 2 Tejal Modi
 3 Samsi Modi

AND

WITNESSES

SNS.DOC

3. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF (hereinafter referred to as beneficiary of the Trust of the second part)

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3-1, Begumpet, Hyderabad.
2. Miss Devamshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3-1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as continuing beneficiaries).

WHEREAS, S & S Combines is a Private Family determined Trust, settled by Shri Pramodchandra Modi under a Deed of Trust dated 06/11/1980 ;

AND WHEREAS the Shri Soham Modi was sole beneficiary of the Trust till 20/02/1994 i.e., till the date of marriage of Shri Soham Modi and thereafter upon marriage, beneficiary of the first part and second part have become the beneficiary with effect from 21/02/1994 with 50% share each.

AND WHEREAS the said Trust S & S Combines is a beneficiary in another private determined trust styled as S & D Associates with 25% share.

AND WHEREAS the Trustee of the Trust, authorised under a resolution dated 01/04/1994 passed by the trust and the beneficiary of the Trust of the first part, and second part hereto have decided to relinquish the

1 Satish Modi
2 JS Modi
3 Soham Modi

: 2 :

SNS.DOC

9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

WITNESSES:

1. [Signature]
58/3 M A Road
Secunderabad

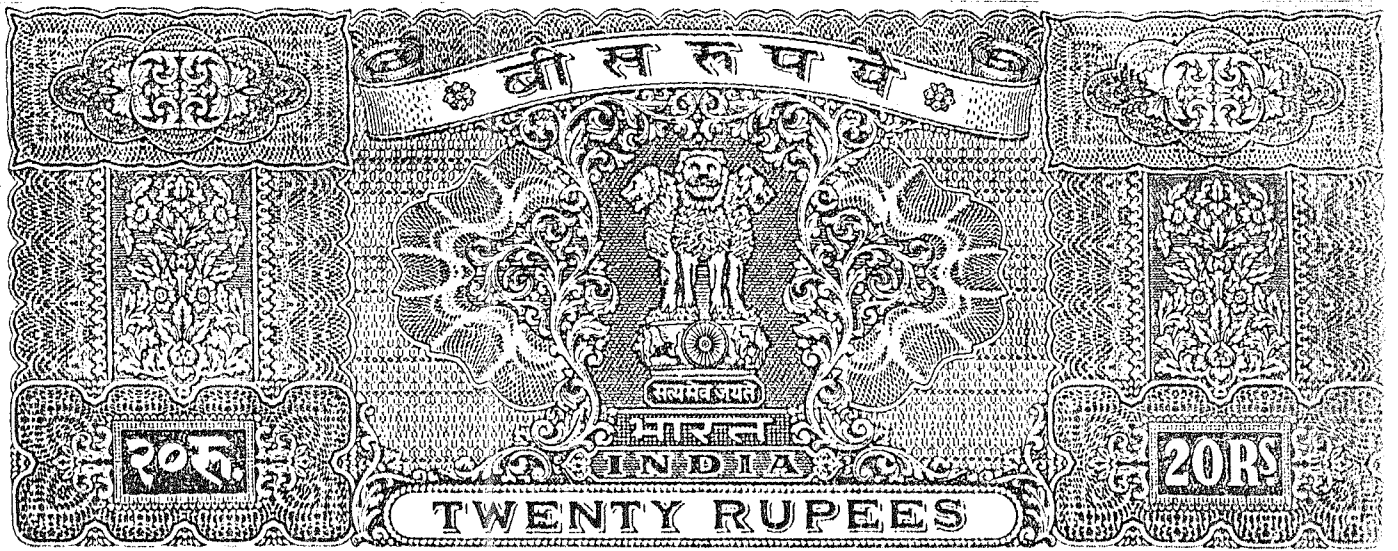
2. [Signature]
G. K. ANANDARAO

[Signature]
1. (SATISH MODI) Trustee

2. (TEJAL MODI) Beneficiary of the First Part

[Signature]
3. (SOHAM MODI KARTA OF SOHAM MODI HUF) Beneficiary of the Second Part

20 Rs.



No. 9770 Date 8.4.94 Rs. 20/-
Paid to D. S. S. S.
S/o D/o W/o S. S. S. S.
For Whom - S. S. S. S.

[Signature]
R. V. L. NO. 51/84, R. NO. 51/84
MONUMENTAL EXHIBIT SECTION

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1994 by

1. Sri Satish Modi, S/o Late Sri Manilal Modi, aged about 49 years, resident of 1-10-7223, Begumpet Hyderabad, representing S & S Combines, a Private Family determined Trust under capacity of a Trustee (Hereinafter referred to as Trustee of the Trust)
2. Sri Tejal Modi W/o Sri Soham Modi, aged about 23 years, resident of 1-10-7223, Begumpet Hyderabad, thereinafter referred to as beneficiary of the Trust of the first part)

1. Satish Modi
2. Tejal Modi
3. Soham Modi

AND

THAT

SNS.DOC

3. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF (hereinafter referred to as beneficiary of the Trust of the second part)

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3-A, Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3-A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3-A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hirai V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as continuing beneficiaries)

WHEREAS, S & S Combines is a Private Family determined Trust, settled by Shri Pramodchandra Modi under a Deed of Trust dated 06/11/1980 ;

AND WHEREAS the Shri Soham Modi was sole beneficiary of the Trust till 20/02/1994 i.e., till the date of marriage of Shri Soham Modi and thereafter upon marriage, beneficiary of the first part and second part have become the beneficiary with effect from 21/02/1994 with 50% share each.

AND WHEREAS the said Trust S & S Combines is a beneficiary in another private determined trust styled as S & D Associates with 25% share.

AND WHEREAS the Trustee of the Trust, authorised under a resolution dated 01/04/1994 passed by the trust and the beneficiary of the Trust of the first part, and second part hereto have decided to relinquish the

1 Satish Modi
2 J. S. Modi
3 Soham Modi

: 2 :

SNS.DOC

beneficial share of 25% of S & S Combines in S & D Associates in favour of the continuing beneficiaries equally with effect from 01/04/1994

THEREFORE THIS DEED OF RELINQUISHMENT WITNESSETH AS UNDER :-

1. That the Trustee of Trust, Shri Satish Modi have relinquished 25% beneficial share in another Private Family Determined Trust styled as S & D Associates in favour of the continuing beneficiaries (as given under) equally with effect from 01/04/1994 and the said Trust, viz S & S Combines directly or indirectly through its beneficiaries shall not have any rights, claims, interests of whatsoever nature in the Trust of S & D Associates.
2. That the beneficiary of the Trust of the First Part viz Smt. Tejal Modi who has beneficial interest in the S & D Associates Trust indirectly through S & S Combines have relinquished all her rights, claims, interest of whatsoever nature in S & D Associates in favour of the continuing beneficiaries (as given under) **EQUALLY** with effect from 01/04/1994.
3. That the beneficiary of the Trust of the Second Part viz. Shri Soham Modi IIEF, through its Karta Shri Soham Modi, who has beneficial interest in the S & D Associates Trust indirectly through S & S Combines have relinquished all his rights, claims, interest of whatsoever nature in S & D Associates in favour of the continuing beneficiaries (as given under) **EQUALLY** with effect from 01/04/1994.

Continuing Beneficiaries

1. Shri Roopash M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/31, Begumpet, Hyderabad.
2. Miss Devamshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/31, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3 A, Begumpet Hyderabad.
4. Miss Nimita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3 A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3 A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.

1 Satish Modi

2 Tejal Modi

3 Soham Modi

: 3 :

SNS.DOC

9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994

WITNESSES:

1. [Signature]
58/3 M.G. Road
Secunderabad

2.

[Signature]
G. K. ANAND

[Signature]

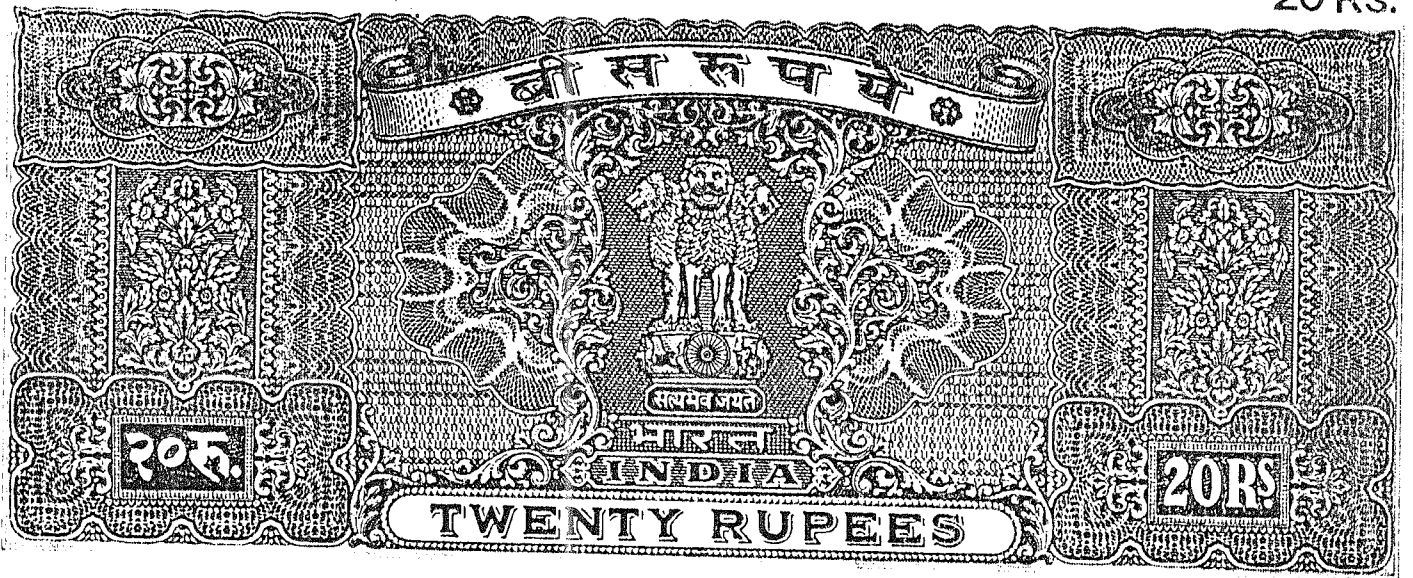
1. (SATISH MODI) Trustee

2. (TEJAL MODI) Beneficiary of the First Part

[Signature]

3. (SOHAM MODI KARTA OF SOHAM MODI HUF) Beneficiary of the Second Part

20 Rs.



9769 Date 8.4.94 20/-
To ...
Whom ...

Signature
S. L. No. 51/04, R. No. 51/86
RESIDENTIAL BANKING SECTION

Memorandum of Understanding.

This memorandum of understanding made and executed at Hyderabad on this the 8th day of April, 1994 by and between:

1. Shri Satish Modi, S/o. Late Shri Manilal Modi, aged about 49 years, resident of 1-10-72-2-3, Begumpet, Hyderabad, representing in his individual capacity ^{and} as a trustee of following trusts:
 - S & S Combines
 - S & T Combines.
 - M & M Associates.
2. Smt. Tejal Modi W/o. Shri Soham Modi, aged about 23 years, resident of 1-10-72-2-3, Begumpet Hyderabad

Signature: Suyerni

Handwritten notes and signatures on the right margin.

- | | | |
|-----------------|--------------------------|--------------------------------------|
| 1. Satish Modi | 6. Mahesh Desai | 11. ^{MOU DOC} Subul K Desai |
| 2. Jsmodi | 7. <u>Suyerni</u> | 12. Anand K Desai |
| 3. Soham Modi | 8. Bevanshi Desai | 13. Mahendra K Desai |
| 4. Soham Modi | 9. Preeti Desai | 14. Anand K Desai |
| 5. Sonvash Modi | 10. <u>Subul K Desai</u> | 15. Mahendra K Desai |

3. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF.
4. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, in his individual capacity, as beneficiary of S & S Combines and M & M Associates, before his marriage on 20/02/1994.
5. Shri Sourabh Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.

(Collectively referred to as Modi Group.)

AND

1. Shri Mahesh K. Desai S/o. Shri Kantilal B. Desai aged about 49 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad, representing in his individual capacity and as a trustee of S & D Associates.
2. Shri Roupesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
4. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
5. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
7. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
8. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
9. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
10. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as Desai Group).

The term Modi Group and Desai Group shall mean and include unless it is repugnant to the context, legal heirs, representatives, executors, administrators, power of attorney holders, etc. of the respective parties hereto.

1 *Satish Modi*
 2 *Soham Modi*
 3 *Soham Modi*
 4 *Soham Modi*
 5 *Sourabh Modi*
 6 *Malik Modi*

7 *Roupesh*
 8 *Devanshi Desai*
 9 *Preeti Desai*
 10 *Subodh Desai*

11 *Subodh K. Desai*
 12 *Vinod K. Desai*
 13 *MOU.DOC*
 14 *Vinod K. Desai*
 15 *Vinod K. Desai*

Whereas Modi Group and Desai Group were beneficiaries in two private determined trusts called S & D Associates and M & M Associates with 50% share of each Group in each trust.

And whereas Modi Group have relinquished their beneficial interest in S & D Associates in favour of Desai Group vide Deed of Relinquishment dated 08/04/1994 with effect from 01/04/1994.

And Whereas Desai Group have relinquished their beneficial interest in M & M Associates with effect from 01/04/1994, vide Deed of Relinquishment dated 08/04/1994.

And Whereas the parties hereto have reached to an understanding with respect of liabilities that have arisen or that may arise in future and the parties hereto are desirous of recording the understanding into writing.

Now Therefore This Memorandum of Understanding Witnesseth as under:-

1. That liability of whatsoever nature including statutory liabilities, ^{known} ~~known~~ or unknown, that have arisen or that may arise in future in respect of activities of M & M Associates shall entirely be borne by the trust M & M Associates itself any/or its present beneficiary/ies jointly and severally and they shall jointly and severally reimburse to Desai Group the payments made by them towards discharge of liabilities of M & M Associates.
2. That liability of whatsoever nature including statutory liabilities, known or unknown, that have arisen or that may arise in future in respect of activities of S & D Associates shall entirely be borne by the trust S & D Associates itself and or its present beneficiaries jointly and severally and they shall jointly and severally reimburse to Modi Group the payments made by them towards discharge of liabilities of S & D Associates.
3. It is mutually understood that the activities and liabilities of M & M Associates shall entirely belong to Modi Group and the activities and liabilities of S & D Associates shall entirely belong to Desai Group and they shall reimburse to each other the payments made by Modi Group towards discharge of liabilities of Desai Group and vice versa.
4. It is mutually understood that individual/personal liabilities of Modi Group and Desai Group which are not arising out of activities of M & M Associates and S & D Associates shall be paid and discharged by the respective parties of each Group.

8/2/94
 [Handwritten signatures and initials]

- | | | |
|---------------|-------------------|-------------------|
| 1 Satish Modi | 6 Rajarani | 11 Subash K Desai |
| 2 J. Modi | 7 Mahesh Desai | 12 Vinod K Desai |
| 3 Sohan Modi | 8 Devanshi Desai | 13 Mahesh K Desai |
| 4 Sohan Modi | 9 Preeti Desai | 14 Vinod K Desai |
| 5 Sonali Modi | 10 Subash K Desai | 15 Mahesh K Desai |

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

WITNESSES:

1. Satish Modi
58/3 MG Road
Secunderabad

2. G. K. ANAKARAU

Satish Modi

1. SATISH MODI

Sourabh Modi

2. SOURABH MODI

Tejal Modi

3. TEJAL MODI

Soham Modi

4. SOHAM MODI

Soham Modi

5. SOHAM MODI KARTA OF SOHAM MODI TRUST

Mahesh Desai

6. Shri Mahesh K. Desai, representing in his individual capacity and as a trustee of S & D Associates.

Roopesh M. Desai

7. Shri Roopesh M. Desai

Devanshi Desai

8. Miss Devanshi M. Desai

Preeti Desai

9. Miss Preeti S. Desai

10. Miss Nirmala S. Desai, represented by her father Shri Subodh K. Desai

Subodh K. Desai

11. Master Sanket S. Desai, represented by his father Subodh K. Desai

Subodh K. Desai

12. Master Ricken V. Desai, represented by his father Shri Vinod K. Desai

Vinod K. Desai

13. Miss Hiral V. Desai, represented by her father Shri Valmik K. Desai

Valmik K. Desai

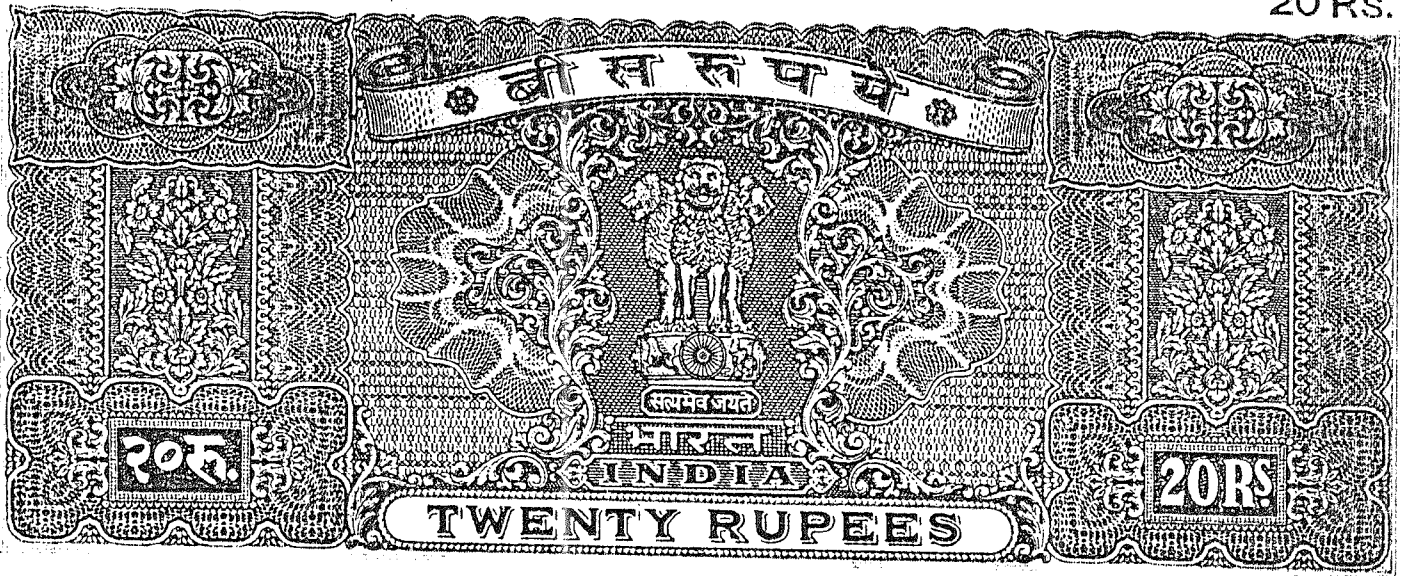
14. Master Arnav V. Desai, represented by his father Shri Vinod K. Desai

Vinod K. Desai

15. Master Amit V. Desai, represented by his father Shri Valmik Desai

Valmik K. Desai

20 Rs.



No. 9769 Date 8.4.94 Rs. 20/-
Pay to the order of ...
...
...
...
...
...
...
...
...

[Signature]
...
...
...
...

Memorandum of Understanding.

This memorandum of understanding made and executed at Hyderabad on this the 8th day of April, 1994 by and between

1. Shri Satish Modi, S/o. Late Shri Manilal Modi, aged about 49 years, resident of 1-10-72-2/3, Begumpet, Hyderabad, representing in his individual capacity ^{and} as a trustee of following trusts:
 - S & S Combines
 - S & T Combines.
 - M & M Associates.
2. Smt. Tejal Modi W/o. Shri Soham Modi, aged about 23 years, resident of 1-10-72-2/3, Begumpet Hyderabad

[Handwritten signatures and initials]

- | | | |
|-----------------|---------------------|----------------------|
| 1. Satish Modi | 6. Maheshkumar | 11. Subash K. Desai |
| 2. Jyoti Modi | 7. Anjali | 12. Chandra K. Desai |
| 3. Soham Modi | 8. Bevanishi Desai | 13. Mahesh K. Desai |
| 4. Soham Modi | 9. Preeti Desai | 14. Chandra K. Desai |
| 5. Souresh Modi | 10. Subash K. Desai | 15. Mahesh K. Desai |

3. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF.
4. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, in his individual capacity, as beneficiary of S & S Combines and M & M Associates, before his marriage on 20/02/1994.
5. Shri Sourabh Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.

(Collectively referred to as Modi Group)

AND

1. Shri Mahesh K. Desai S/o. Shri Kantilal B. Desai aged about 49 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad, representing in his individual capacity and as a trustee of S & D Associates.
2. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
4. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
5. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
7. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
8. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
9. Master Amav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
10. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as Desai Group)

The term Modi Group and Desai Group shall mean and include unless it is repugnant to the context, legal heirs, representatives, executors, administrators, power of attorney holders, etc. of the respective parties hereto.

1 Satish Modi
 2 Soham Modi
 3 Soham Modi
 4 Soham Modi
 5 Sourabh Modi

7 Roopesh M. Desai
 8 Devanshi Desai
 9 Preeti Desai
 10 Nirmita S. Desai

11 Sanket S. Desai
 12 Amav V. Desai
 13 Hiral V. Desai
 14 Amit V. Desai

Whereas Modi Group and Desai Group were beneficiaries in two private determined trusts called S & D Associates and M & M Associates with 50% share of each Group in each trust.

And whereas Modi Group have relinquished their beneficial interest in S & D Associates in favour of Desai Group vide Deed of Relinquishment dated 08/04/1994 with effect from 01/04/1994.

And Whereas Desai Group have relinquished their beneficial interest in M & M Associates with effect from 01/04/1994, vide Deed of Relinquishment dated 08/04/1994.

And Whereas the parties hereto have reached to an understanding with respect of liabilities that have arisen or that may arise in future and the parties hereto are desirous of recording the understanding into writing

Now Therefore This Memorandum of Understanding Witnesseth as under:-

- 1 That liability of whatsoever nature including statutory liabilities, ^{known} ~~known~~ or unknown, that have arisen or that may arise in future in respect of activities of M & M Associates shall entirely be borne by the trust M & M Associates itself and/or its present beneficiary/ies jointly and severally and they shall jointly and severally reimburse to Desai Group the payments made by them towards discharge of liabilities of M & M Associates.
- 2 That liability of whatsoever nature including statutory liabilities, known or unknown, that have arisen or that may arise in future in respect of activities of S & D Associates shall entirely be borne by the trust S & D Associates itself and/or its present beneficiary/ies jointly and severally and they shall jointly and severally reimburse to Modi Group the payments made by them towards discharge of liabilities of S & D Associates.
- 3 It is mutually understood that the activities and liabilities of M & M Associates shall entirely belong to Modi Group and the activities and liabilities of S & D Associates shall entirely belong to Desai Group and they shall reimburse to each other the payments made by Modi Group towards discharge of liabilities of Desai Group and vice versa.
- 4 It is mutually understood that individual/personal liabilities of Modi Group and Desai Group which are not arising out of activities of M & M Associates and S & D Associates shall be paid and discharged by the respective parties of each Group.

1 Satish Modi
2 J. Modi
3 Sohan Modi
4 Sohan Modi
5 Sourabh Modi

6 Romyani
7 Mahesh Desai
8 Devanshi Desai
9 Preeti Desai
10 Sulvika Desai

11 Sulvika Desai
12 Umesh Desai
13 Nafiseh Desai
14 Umesh Desai
15 Nafiseh Desai

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

WITNESSES:

1. [Signature]
SBI MG Road
Secunderabad
2. [Signature]
G. K. ANAND RAO

[Signature]
1. SATISH MODI

[Signature]
2. SOURABH MODI

[Signature]
3. TEJAL MODI

[Signature]
4. SOHAM MODI

[Signature]
5. SOHAM MODI KARTA OF SOHAM MODI HUF.

[Signature]
6. Shri Mahesh K. Desai, representing in his individual capacity and as a trustee of S & D Associates.

[Signature]
7. Shri Roopesh M. Desai

[Signature]
8. Miss Devanshi M. Desai

[Signature]
9. Miss Preeti S. Desai

10. Miss Nirmita S. Desai, represented by her father Shri Subodh K. Desai. [Signature]

11. Master Sanket S. Desai, represented by his father Shri Subodh K. Desai. [Signature]

12. Master Ricken V. Desai, represented by his father Shri Vinod K. Desai. [Signature]

13. Miss Hiral V. Desai, represented by her father Shri Valmik K. Desai. [Signature]

14. Master Arnav V. Desai, represented by his father Shri Vinod K. Desai. [Signature]

15. Master Amit V. Desai, represented by his father Shri Valmik Desai. [Signature]

S & S Combines.

Extract of the RESOLUTION PASSED ON 1st April, 1994, by the Trustees of S & S Combines.

"RESOLVED that S & S Combine Relinquishes its 25% share in S & D Associates in favour of following other beneficiaries of the Trust Equally.

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai,
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai
9. Master Amit V. Desai S/o. Shri Valmik Desai

"It is further resolved that Shri Satish Modi One of the Trustee is hereby authorized to execute Deed of Relinquishment and to do all such things and acts for this purpose

CERTIFIED TRUE EXTRACT

1. Satish Modi
2. Mahesh Desai
(Trustees)

S & T Combines.

Extract of the Resolution Passed on 1st April, 1994, by the Trustees of S & T Combines:

" Resolved that S & T Combines relinquishes its 25% share in S & T Associates in favour of following other beneficiaries of the Trust Equally.

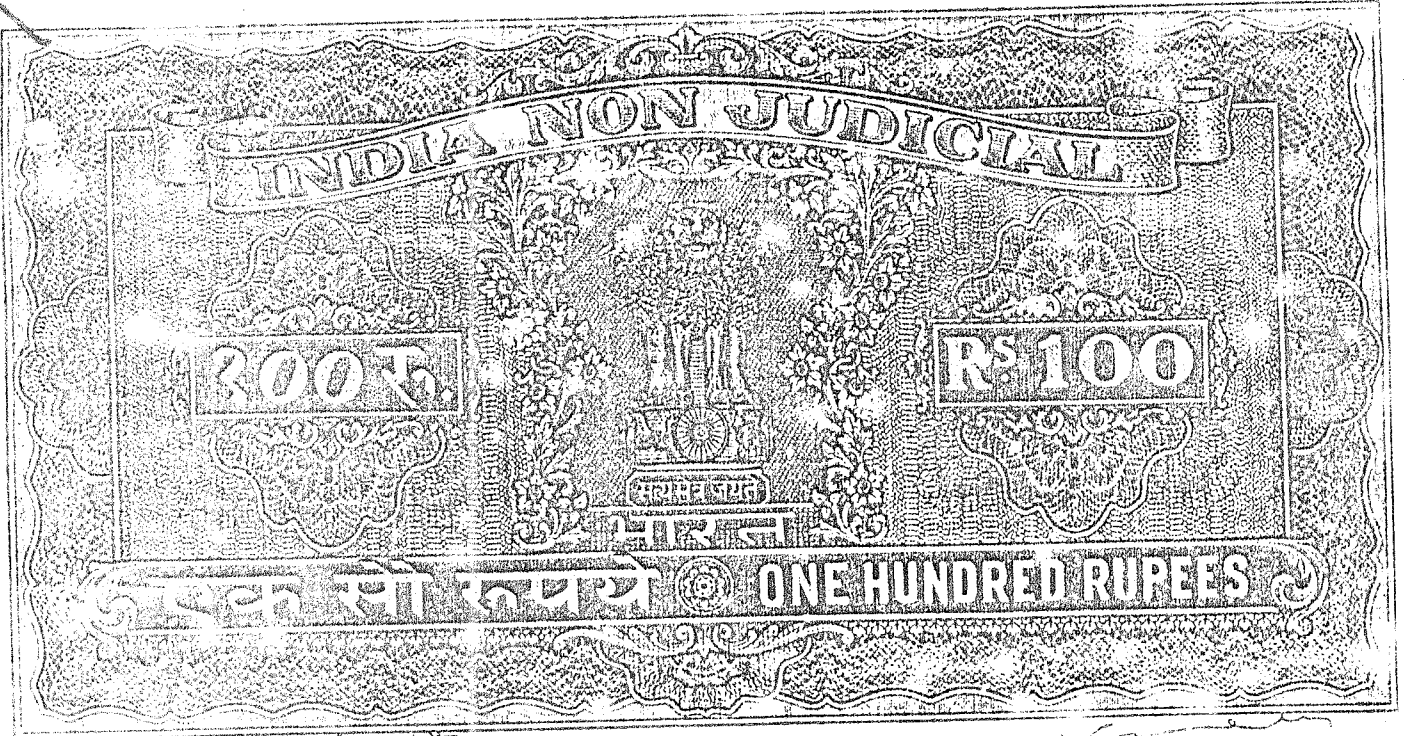
IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai
3. Miss Preeti S. Desai D.o. Shri Subodh K. Desai,
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai
6. Master Ricken V. Desai S.o. Shri Vinod K. Desai
7. Miss Hiral V. Desai D.o. Shri Valmik K. Desai
8. Master Arnab V. Desai S.o. Shri Vinod K. Desai
9. Master Amit V. Desai S.o. Shri Valmik Desai

" It is further Resolved that Shri Satish Modi one of the Trustee, is hereby authorized to execute Deed of Relinquishment and to do all such things and acts for this purpose ".

CERTIFIED TRUE EXTRACT

1. Satish Modi
2. V/o Keshava
(Trustees)



6913 3.4.86 10

G. Suresh Kumar
 G. Loganath Desai
 Chennai, India Egg Co. Desai

S. Sree Kumar
 STAMP VENDOR (L.N.O.)
 Renewal No. 38/1984
 6640, Kasturapathi Road
 SECUNDERABAD.

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made and executed at Hyderabad
 this the 3rd day of April, 1986 by and between:

1. Shri Mahesh Desai, S/o. Sri Kantilal Desai, aged about 40 years residing at 1-11-222/3/1, Begumpet, Hyderabad.
 2. Shri Pramodchandra Modi S/o. Manilal Modi (representing herein as Trustee of S.M.Modi Discretionary Family Trust) aged about 44 years, residing at Penderghast Road, Secunderabad.
 3. Shri Satishchandra Modi S/o. Sri Manilal Modi, aged about 43 years (representing herein as Karta of Satishchandra Modi HUF with wife and son Soham).
 4. Shri Satishchandra Modi S/o. Manilal Modi aged about 43 years (representing herein as Karta of Satishchandra Modi HUF with wife and son Saurabh);
 5. Shri Valmik Desai S/o. Sri Kantilal Desai aged about 32 years residing at 1-11-222/3/1, Begumpet, Hyderabad.
 6. Shri Subodh Desai S/o. Sri Kantilal Desai aged about 37 years residing at 111, Jeera, Secunderabad.
- A N D
7. Shri Satishchandra Modi S/o. Sri Manilal Modi, aged about 43 years (representing herein as Trustee of M.C. Modi Discretionary Family Trust) residing at 5-4-187/3 & 4, Kanbala Maidan, Secunderabad;

Contd...2.

Hereinafter called the partner of the first part, the partner of the second part, the partner of the third part, the partner of the fourth part, the partner of the fifth part, the partner of the sixth part and the partner of the seventh part respectively;

WHEREAS the parties above named are doing business in Partnership under the name and style "PATEL DESAI AND CO" and the Trade name is "CENTRAL INDIA ENGINEERING CO.", since 1-4-1984 and the relations interse are governed by the Deed of Partnership dated 5-4-1984;

AND WHEREAS as per the said Deed of Partnership the share in the profits and losses of the business and the share in the assets and goodwill of the partnership is shared by the partners in the proportion as envisaged in clause 5 of the Deed of Partnership dated 5-4-1984;

AND WHEREAS the partners have agreed to and made a change in the sharing of profits and losses of business with effect from 01-04-1986.

Therefore clause 5 of the Deed of Partnership dated 5-4-1984 stands amended from 1-4-1986, as shall read as under:

Clause-5: The partners share in the profits and losses of the business and their share in the assets and goodwill of the partnership shall be in the following shares and proportion:-

<u>P A R T N E R</u>	<u>Share in Profit & Loss of Business</u>	<u>Share in Goodwill & Assets</u>
Partner of the first part	25%	25%
Partner of the second part	1%	25%
Partner of the third part	24%	NIL
Partner of the fourth part	24%	NIL
Partner of the fifth part	12½ %	12½ %
Partner of the sixth part	12½ %	12½ %
Partner of the seventh part	1%	25%

Contd....3.

But for these amendments, the other terms and conditions of the Deed of Partnership dated 5-4-1984 remain intact.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and the year first herein above written.

WITNESSES:

1. Shree
plot no 22 Sufilguda
192 chowk 47

2. M. Chandrasan
(M. CHANDRASAN)
4748/D, Jail ROAD,
New Bazaar
Siddhapur, Sec 03.

M. Chakraborty
Partner of the First Part

[Signature]
Partner of the second part

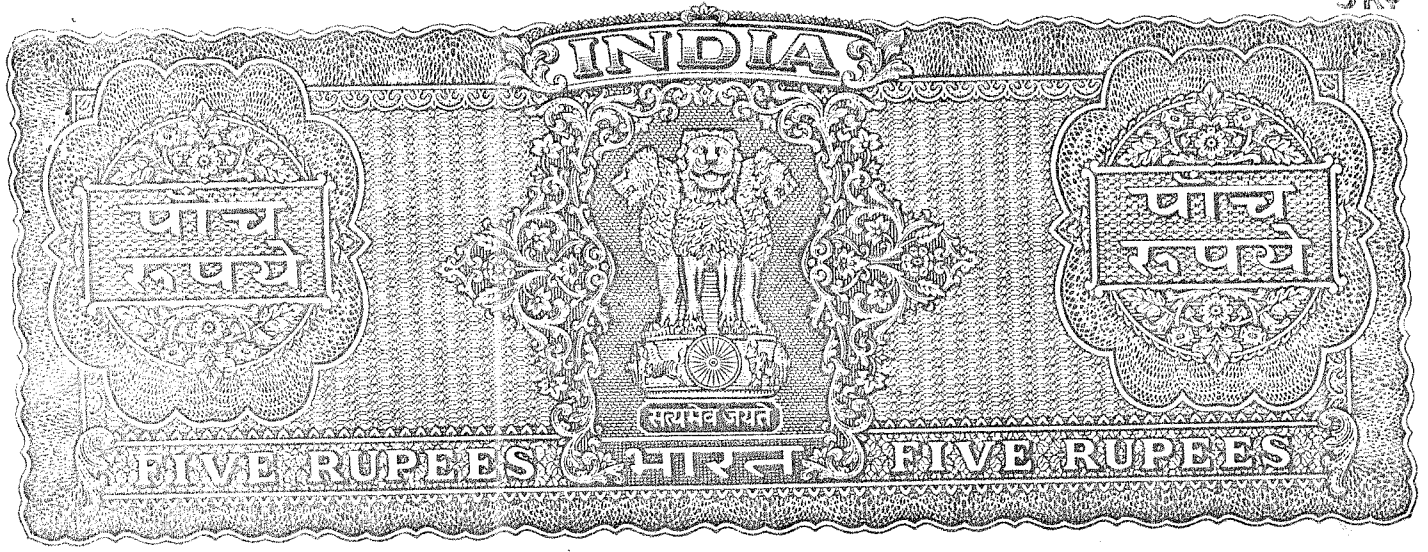
Satish Mohan
Partner of the third part

Satish Mohan
Partner of the fourth part

Chandrasan
Partner of the fifth part

S. Indu K. Das
Partner of the sixth part

Satish Mohan
Partner of the seventh part



3492 80 9/9/89

కొత్తవారు P.A. Chaitanya Venkatesh, S/o. P.V.M. Reddy, Hyderabad

ఇవరి కుటుంబం Satish Modi HUF & M.C. Modi, Hyderabad

మరియు ఎక్స్-అఫీషియో ప్లాంట్ల వారికి
జి. ప్లాం. కార్యాలయము, హైదరాబాదు.

AGREEMENT

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

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

AND

1. Satish Modi.
 2. Satish Modi.
 3. Satish Modi.
 4. Satish Modi.
 5. Satish Modi.

6. Modi Development Trust represented by its trustee Shri Satish Mohi S/o. Late Shri Manohar Mohi, R.O. Plot No. 1065, Banke Hills, Hyderabad, aged about 45 years

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

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

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

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

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

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER :-

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

OBLIGATION TAKEN

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

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

1. Satish Mohi
2. Satish Mohi
3. Satish Mohi

4. Satish Mohi
5. Satish Mohi

... willing to their share and therefore have decided to give up its rights and obligation in favour of following parties for a consideration as given hereunder :

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

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

WITNESSES:

1. Satish Modi
S. K. Anand Rd.
2. P. K. Krishna
(P. Krishna)

PARTIES:

1. Satish Modi
(Satish Modi)
2. Satish Modi
(for S.M. Modi HUF Karta)
3. Satish Modi
(for S.M. Modi HUF with Son Soham Karta)
4. Satish Modi
(for S.M. Modi HUF with Son Sourabh Karta)
5. Satish Modi
(for S.M. Modi Discretionary Family Trust) Trustee
6. Satish Modi
(for M.C. Modi Discretionary Trust) Trustee.

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

S.No.	Municipal No.	Area (Sq.)	Present Tenant	Present monthly rent	Rights Taken over by	Remarks
01	1-20-272/C, Ground Floor	3,245	RTO Pvt. Ltd.	8650	Party of the Second part	-
02	1-20-272/B, First Floor (Half Portion)	625	Vineeta Jhevari	1285	Party of the Second Part	-
03	1-20-272/E, First Floor (Half Portion)	625	Vacant	-	Party of the Second Part	-
04	1-20-272/G, Ground Floor,	625	Srikanth Steels	1250	Party of the First Part	-
05	1-20-272/E, Ground Floor	5000	Co-optex	13250	Party of the First Part	-
06	1-20-272/A, Ground Floor	1450	Shroff Enterprises	3500	Party of the Third part	-
07	1-20-272/B, Ground Floor	1045	Kalyani Beer & Wines	2662.5	Party of the Fourth Part	-
08	1-20-272/A, First Floor	675	Pasumarthy Industries	828.5	Party of the 5th part	The rights transferred to party of 3rd part for a consideration of Rs. 20,000/-
09	1-20-272/A, First Floor	675	Pasumarthy Industries	828.5	Party of the 3rd part	-
10	1-20-272/A, 1st floor	675	Vacant	-	Party of the 4th Part	-
11	1-20-272/A, 1st floor	675	Vacant	-	Party of the 4th Part	Rights transferred to the party of the 3rd part for a consideration of Rs. 20,000/-

1. Satesh mad

2. Satesh mad

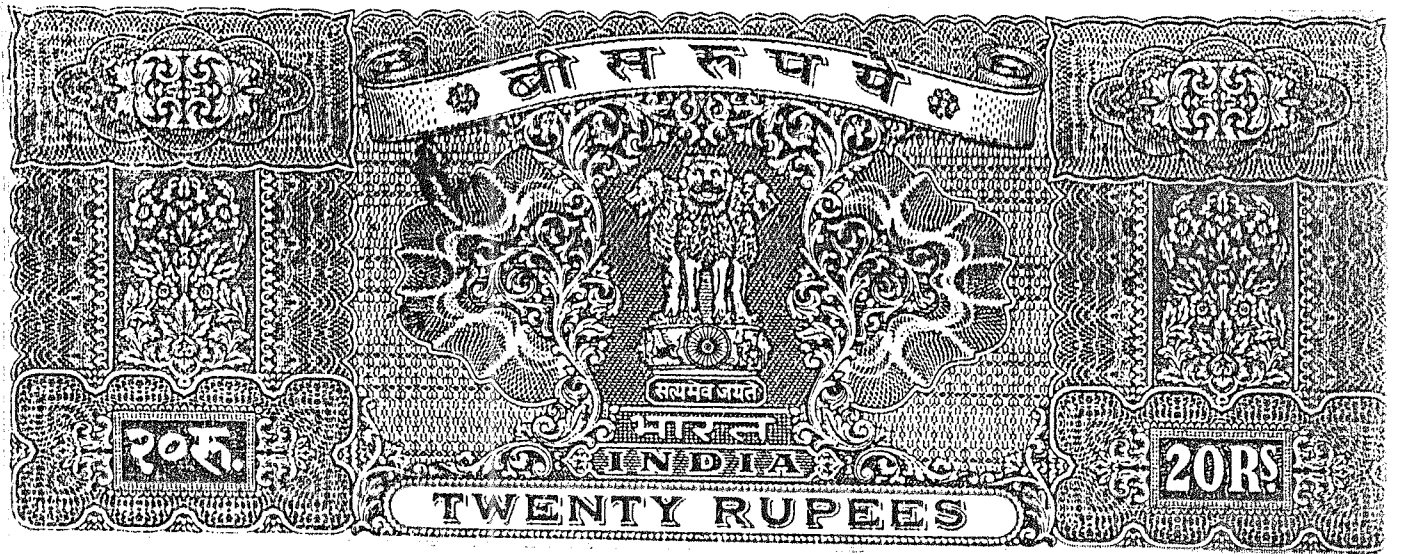
3. Satesh mad

4. Satesh mad

5.

6. Satesh mad

20 Rs



9775 3.4.94 20/-
D 2185
S & T. 3023, 2nd

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1994, by

1. Shri Satish Modi, S/o. Late Shri Mamlal Modi, aged about 49 years, resident of 1-10-72/3, Begumpet, Hyderabad, representing S & T Combines, a Private Family determined Trust under capacity of a Trustee (Hereinafter referred to as Trustee of the Trust)

AND

2. Shri Sourabh Modi S/o. Shri Satish Modi, aged about 22 years, resident of 1-10-72/3, Begumpet, Hyderabad, (hereinafter referred to as beneficiary of the Trust)

1 Satish Modi
2 Sourabh Modi

11

SN1.DOC

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Rieken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Arnit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as continuing beneficiaries)

WHEREAS, S & T Combines is a Private Family determined Trust, settled by Shri Pramodechandra Modi under a Deed of Trust dated 06/11/1980;

AND WHEREAS the beneficiary of the Trust, Shri Sourabh Modi is the sole beneficiary of the Trust.

AND WHEREAS the said Trust S & T Combines is a beneficiary in another private determined trust styled as S & D Associates with 25% share.

AND WHEREAS the Trustee of the Trust, authorised under a resolution dated 01/04/1994 passed by the trust and the beneficiary of the Trust of the first part, and second part hereto have decided to relinquish the beneficial share of 25% of S & T Combines in S & D Associates in favour of the continuing beneficiaries equally with effect from 01/04/1994.

THEREFORE THIS DEED OF RELINQUISHMENT WITNESSETH AS UNDER:-

1. That the Trustee of Trust, Shri Satish Modi have relinquished 25% beneficial share in another Private Family Determined Trust styled as S & D Associates in favour of the continuing beneficiaries (as given

1 Satish Modi
2 Sourabh Modi

: 2 :

SNT.DOC

under) equally with effect from 01/04/1994 and the said Trust, viz S & T Combines directly or indirectly through its beneficiaries shall not have any rights, claims, interests of whatsoever nature in the Trust of S & D Associates.

2. That the beneficiary of the Trust Shri Sourabh Modi who has beneficial interest in the S & D Associates Trust indirectly through S & T Combines have relinquished all his rights, claims, interest of whatsoever nature in S & D Associates in favour of the continuing beneficiaries (as given under) **EQUALLY** with effect from 01/04/1994.


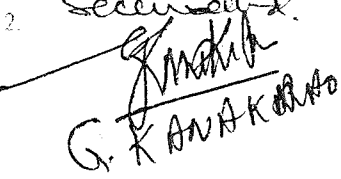
Continuing Beneficiaries

1. Shri Koopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnab V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

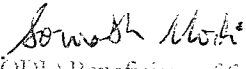
1 Satish Modi
2 Sourabh Modi

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

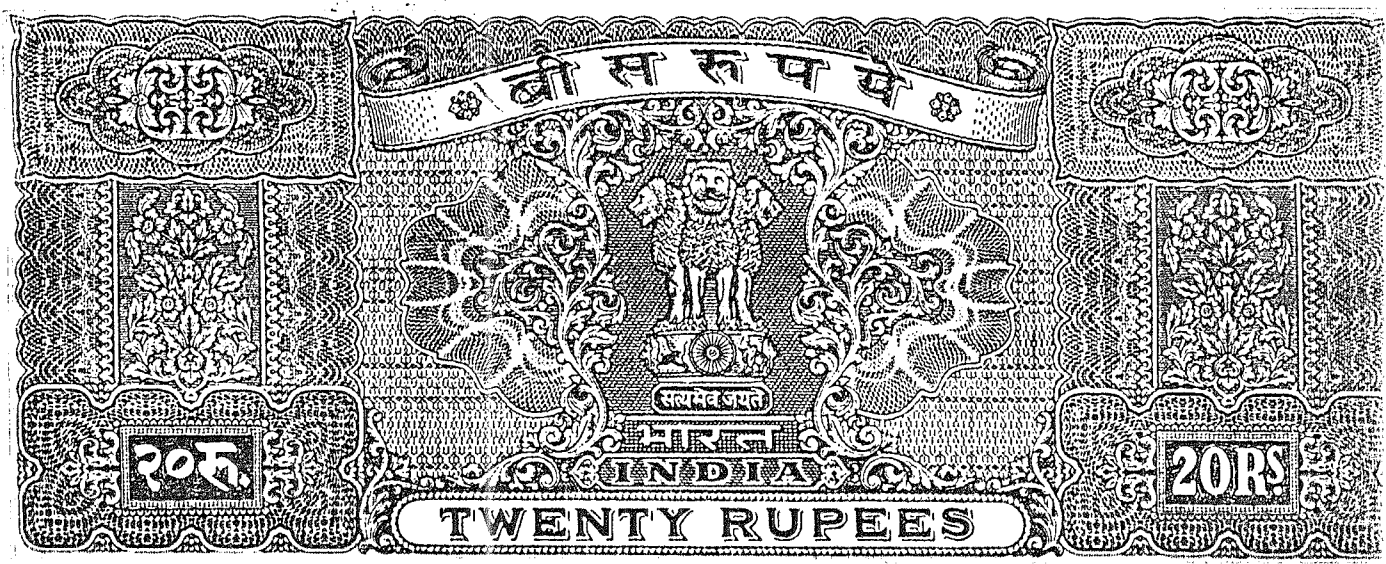
WITNESSES:

1. 
58/3 MG Road
Secunderabad.
2. 
G. KANAKAMMA


1. (SATISH MODI) Trustee


2. (SOURABH MODI) Beneficiary of the Trust

20 Rs



9772

8-4-94 20/-

D. 20/8/94

Subbaraj, Jee

M. S. H. Desai, Secy, And

Govt. M. Station
S. P. L. NO. 51/84, R. NO. 14/84
REGIMENTAL BAZAR, SEC'Y

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1994, by and between

- 1. Shri Roopch M. Desai S/o. Shri Mahesh K. Desai aged about 24 years. R/o. 1-11-222/3/1 Begumpet, Hyderabad
- 2. Miss Devamala M. Desai D/o. Shri Mahesh K. Desai aged about 19 years. R/o. 1-11-222/3/1, Begumpet, Hyderabad
- 3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years. R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.

- 1 Ammani
- 2 Devanshi Desai
- 3 Preeti Desai
- 4 Subodh K. Desai
- 5 Subodh K. Desai

- 6 Chand K. Desai
- 7 Mafmala K. Desai
- 8 Chand K. Desai
- 9 Mafmala K. Desai

MINMLDOC

4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Rikhen V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o.1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Anav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(hereafter collectively referred to as beneficiaries of Desai Group)

IN FAVOUR OF

1. Smt. Tejal Modi W/o. Shri Soham Modi, aged about 23 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.
3. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF.
2. Shri Sourabh Modi S/o. Shri Satish Modi, aged about 22 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.

(hereafter collectively referred to as continuing beneficiaries of Modi Group).

The expression 'Beneficiaries of Desai Group' and 'Beneficiaries of Modi Group' shall mean and include unless it is repugnant to context their respective legal heirs, nominees, representative, administrator, executors etc.

Whereas:

1. Beneficiaries of Desai Group are having beneficial interest in a private determined trust styled as M & M Associates.
2. The said trust is settled by Shri Ashok Chaturlal Desai vide Deed of Trust dated 31/03/1981.

1 Angerni
 2 Devanshi Desai
 3 Preeti Desai
 4 Subodh K Desai
 5 Subodh K Desai

6 Chandr K Desai
 7 Mahendra K Desai
 8 Chandr K Desai
 9 Mehendra K Desai

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3. The respective beneficiaries of Desai Group is having following share in the Trust.

Name	Share	Date of attaining majority
Shri Roopesh Desai	12.5%	25/05/1990
Miss Devarshi Desai	12.5%	18/05/1993
Miss Preeti Desai	8.33%	10/08/1993
Miss Nirmita Desai	8.33%	07/07/1999
Master Sanket Desai	8.33%	03/09/2000
Master Ricken Desai	12.5%	10/08/1996
Master Arnay Desai	12.5%	01/11/2000
Miss Hiral Desai	12.5%	24/12/1996
Master Amitesh Desai	12.5%	12/08/2000

The Deed of Trust dated 31/03/1981, inter alia, provides that the share of beneficiaries is to be accumulated till the respective beneficiary attains the age of majority.

4. The beneficiaries of the Desai Group who have attained the age of majority and father and natural guardian of other minor beneficiaries of the Desai Group have decided to relinquish their respective beneficial share in M & M Associates in favour of continuing beneficiaries of Modi Group.

Therefore this Deed of Relinquishment Witnesseth as under:

1. That the respective beneficiaries of Desai group have relinquished all their rights, claims, interest of whatsoever nature in favour of the continuing beneficiaries of Modi Group as given hereunder with effect from 01/04/1994.

In favour of	Extent of Share
Smt. Tejal Modi	25%
Shri Soham Modi HUF	25%
Shri Sourabh Modi	50%

2. That the respective beneficiaries of Desai Group shall not have any rights, claims, interest of whatsoever nature in the Trust of M & M Associates.

1 Amey
2 Devarshi Desai
3 Preeti Desai
4 Sanket K. Desai
5 Sanket K. Desai

6 Amey K. Desai
7 Amey K. Desai
8 Amey K. Desai
9 Amey K. Desai

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

WITNESSES:

1. *[Signature]*
58/3MG Road
Sec 16ad

2. *[Signature]*
C. K. ANANDWARAO

[Signature]
1. Shri Ramesh M. Desai

[Signature]
2. Miss Devamshi M. Desai

[Signature]
3. Miss Preeti S. Desai

[Signature]
3. Miss Preeti S. Desai

[Signature]
3. Miss Preeti S. Desai

4. Miss Nirmita S. Desai, represented by her father Shri Subodh K. Desai

[Signature]

5. Master Sanket S. Desai, represented by his father Subodh K. Desai

[Signature]

6. Master Ricken V. Desai, represented by his father Shri Vinod K. Desai

[Signature]

[Signature]

7. Miss Hiral V. Desai, represented by her father Shri Valmik K. Desai

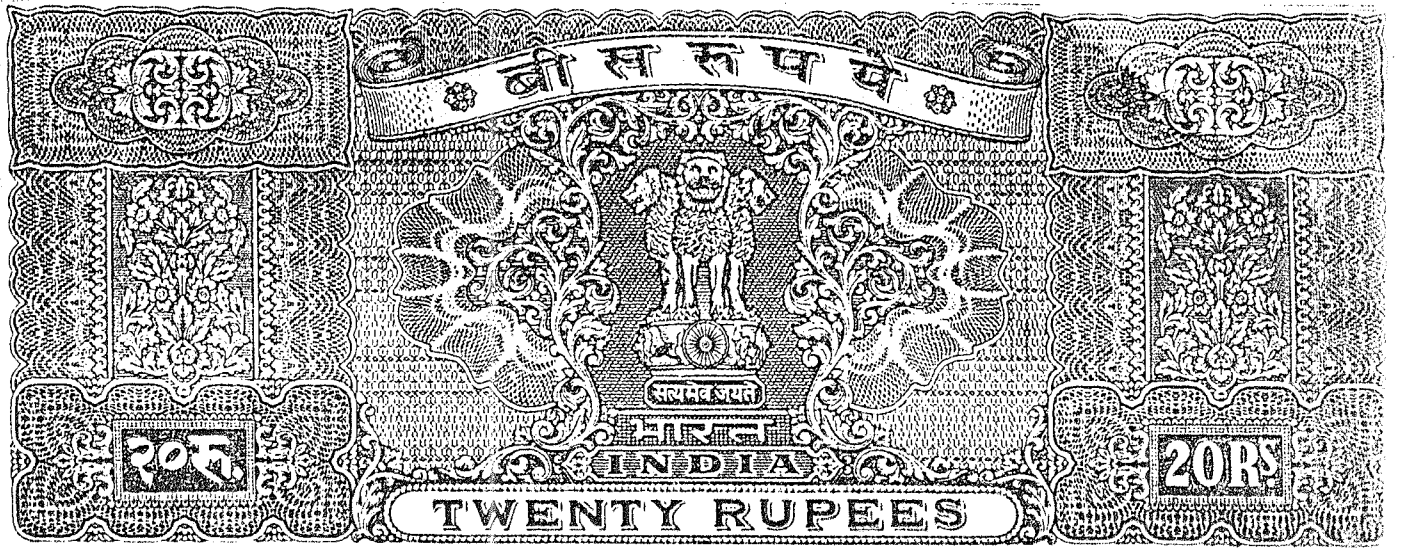
8. Master Arnav V. Desai, represented by his father Shri Vinod K. Desai

[Signature]

[Signature]

9. Master Amit V. Desai, represented by his father Shri Valmik Desai

20 Rs.



No. 9770 Date 8-4-94 Rs. 20/-
Sold to D. S. S. S. S. S.
Sho D. S. S. S. S.
For Whom - S. S. S. S. S. S. S. S. S. S.

Smt. M. N. K. M.
A. Y. L. No. 51/64, R. No. 51/64
MADRAS STATE

DEED OF RELINQUISHMENT

This Deed of Relinquishment made and executed at Hyderabad on this 8th day of April 1994 by

1. Shri Sankh Modi S/o Late Shri Manik Modi aged about 79 years resident of F-10-7223 Begumpet Hyderabad, representing S & S Combines, a Private Family determined Trust under capacity of a Trustee (Hereinafter referred to as Trustee of the Trust)
2. Smt. Tejal Modi W/o Shri Sohoni Modi aged about 23 years resident of F-10-7223, Begumpet Hyderabad, (hereinafter referred to as beneficiary of the Trust of the first part)

1 Sankh Modi
2 Tejal Modi
3 Sohoni Modi

AND

SNS/DO/0

3. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF (hereinafter referred to as beneficiary of the Trust of the second part)

IN FAVOUR OF

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devamshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal E. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
9. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as continuing beneficiaries).

WHEREAS, S & S Combines is a Private Family determined Trust, settled by Shri Pramodchandra Modi under a Deed of Trust dated 06/11/1980 ;

AND WHEREAS the Shri Soham Modi was sole beneficiary of the Trust till 20/02/1994 i.e., till the date of marriage of Shri Soham Modi and thereafter upon marriage, beneficiary of the first part and second part have become the beneficiary with effect from 21/02/1994 with 50% share each.

AND WHEREAS the said Trust S & S Combines is a beneficiary in another private determined trust styled as S & D Associates with 25% share.

AND WHEREAS the Trustee of the Trust, authorised under a resolution dated 01/04/1994 passed by the trust and the beneficiary of the Trust of the first part, and second part hereto have decided to relinquish the

1 Satish Modi
2 J. S. Modi
3 Soham Modi

: 2 :

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beneficial share of 25% of S & S Combines in S & D Associates in favour of the continuing beneficiaries equally with effect from 01/04/1994

THEREFORE THIS DEED OF RELINQUISHMENT WITNESSETH AS UNDER:-

1. That the Trustee of Trust, Shri Satish Modi have relinquished 25% beneficial share in another Private Family Determined Trust styled as S & D Associates in favour of the continuing beneficiaries (as given under) equally with effect from 01/04/1994 and the said Trust, viz S & S Combines directly or indirectly through its beneficiaries shall not have any rights, claims, interests of whatsoever nature in the Trust of S & D Associates.
2. That the beneficiary of the Trust of the First Part viz. Smt. Tejal Modi who has beneficial interest in the S & D Associates Trust indirectly through S & S Combines have relinquished all her rights, claims, interest of whatsoever nature in S & D Associates in favour of the continuing beneficiaries (as given under) **EQUALLY** with effect from 01/04/1994.
3. That the beneficiary of the Trust of the Second Part viz. Shri Soham Modi HUF, through its Karta Shri Soham Modi, who has beneficial interest in the S & D Associates Trust indirectly through S & S Combines have relinquished all his rights, claims, interest of whatsoever nature in S & D Associates in favour of the continuing beneficiaries (as given under) **EQUALLY** with effect from 01/04/1994.

Continuing Beneficiaries

1. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
2. Miss Devamshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3 A, Begumpet Hyderabad.
4. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3 A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
5. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3 A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
7. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
8. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.

1 Satish Modi

2 Jomoshi

3 Soham Modi

: 3 :

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9 Master Armit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirnal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

WITNESSES:

Laxmi Desai
58/3 MG Road
Secunderabad

2. G. K. Desai
G. K. Desai

Satish Modi

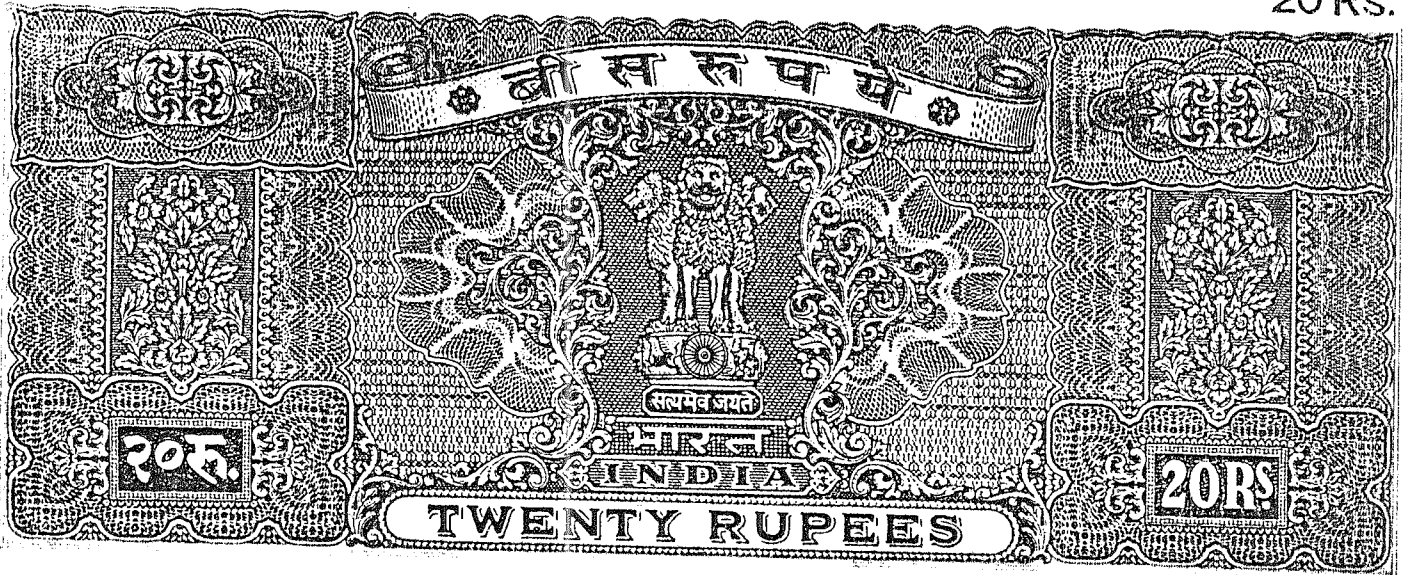
1. (SATISH MODI) Trustee.

2. (TEJAL MODI) Beneficiary of the First Part

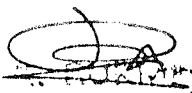
Soham Modi

3. (SOHAM MODI KARTA OF SOHAM MODI HUF) Beneficiary of the Second Part

20 Rs.



9769 Date 8.4.94
श्री सतिश मोदी
श्री सतिश मोदी
श्री सतिश मोदी
श्री सतिश मोदी

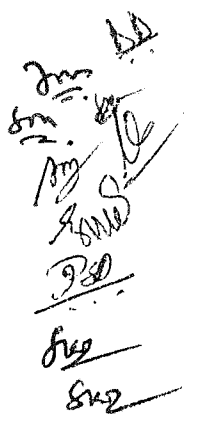

S. V. L. RAO, 51/84, R. NO. 51/85
RESIDENTIAL, KARAVATHA, HYDRABAD

Memorandum of Understanding.

This memorandum of understanding made and executed at Hyderabad on this the 8th day of April, 1994 by and between:

1. Shri Satish Modi, S/o. Late Shri Manilal Modi, aged about 49 years, resident of 1-10-72-2-3, Begumpet, Hyderabad, representing in his individual capacity ^{and} as a trustee of following trusts:
 - S & S Combines.
 - S & T Combines.
 - M & M Associates.
2. Smt. Tejal Modi W/o. Shri Soham Modi, aged about 23 years, resident of 1-10-72-2-3, Begumpet Hyderabad.





- | | | |
|----------------|------------------|---------------------|
| 1 Satish Modi | 6 Mahesh Desai | 11 Subul K Desai |
| 2 Jsmodi | 7 Sanyami | 12 Anand K Desai |
| 3 Soham Modi | 8 Bevanshi Desai | 13 Mahendra K Desai |
| 4 Soham Modi | 9 Preeti Desai | 14 Anand K Desai |
| 5 Sanyasi Modi | 10 Subul K Desai | 15 Mahendra K Desai |

3. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, representing Shri Soham Modi HUF under a capacity of Karta of HUF.
4. Shri Soham Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad, in his individual capacity, as beneficiary of S & S Combines and M & M Associates, before his marriage on 20/02/1994.
5. Shri Sourabh Modi S/o. Shri Satish Modi aged about 24 years, resident of 1-10-72/2/3, Begumpet, Hyderabad.

(Collectively referred to as Modi Group)

AND

1. Shri Mahesh K. Desai S/o. Shri Kantilal B. Desai aged about 49 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad, representing in his individual capacity and as a trustee of S & D Associates.
2. Shri Roopesh M. Desai S/o. Shri Mahesh K. Desai aged about 21 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
3. Miss Devanshi M. Desai D/o. Shri Mahesh K. Desai aged about 19 years, R/o. 1-11-222/3/1, Begumpet, Hyderabad.
4. Miss Preeti S. Desai D/o. Shri Subodh K. Desai, aged about 18 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad.
5. Miss Nirmita S. Desai D/o. Shri Subodh K. Desai aged about 15 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by her father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
6. Master Sanket S. Desai S/o. Shri Subodh K. Desai aged 13 years, R/o. 1-11-251/10 Plot No. 3/A, Begumpet Hyderabad, represented by his father and natural guardian Shri Subodh K. Desai S/o. Shri Kantilal Desai.
7. Master Ricken V. Desai S/o. Shri Vinod K. Desai aged about 16 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
8. Miss Hiral V. Desai D/o. Shri Valmik K. Desai aged about 14 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by her father and natural guardian Shri Valmik K. Desai S/o. Kantilal Desai.
9. Master Arnav V. Desai S/o. Shri Vinod K. Desai aged about 12 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Vinod K. Desai S/o. Shri Kantilal B. Desai.
10. Master Amit V. Desai S/o. Shri Valmik Desai aged about 13 years, R/o. 1-10-38/1, Nirmal Bldg., Hyderabad, represented by his father and natural guardian Shri Valmik Desai.

(Collectively referred to as Desai Group).

The term Modi Group and Desai Group shall mean and include unless it is repugnant to the context, legal heirs, representatives, executors, administrators, power of attorney holders, etc. of the respective parties hereto.

1 *Satish Modi*
 2 *Soham Modi*
 3 *Soham Modi*
 4 *Soham Modi*
 5 *Sourabh Modi*

7 *Rajesh Desai*
 8 *Devanshi Desai*
 9 *Preeti Desai*
 10 *Nirmita Desai*

11 *Subodh K. Desai*
 12 *Vinod K. Desai*
 13 *Mou Doc*
 14 *Vinod K. Desai*
 15 *Amit V. Desai*

Whereas Modi Group and Desai Group were beneficiaries in two private determined trusts called S & D Associates and M & M Associates with 50% share of each Group in each trust

And whereas Modi Group have relinquished their beneficial interest in S & D Associates in favour of Desai Group vide Deed of Relinquishment dated 08/04/1994 with effect from 01/04/1994

And Whereas Desai Group have relinquished their beneficial interest in M & M Associates with effect from 01/04/1994, vide Deed of Relinquishment dated 08/04/1994.

And Whereas the parties hereto have reached to an understanding with respect of liabilities that have arisen or that may arise in future and the parties hereto are desirous of recording the understanding into writing

Now Therefore This Memorandum of Understanding Witnesseth as under:-

1. That liability of whatsoever nature including statutory liabilities, ^{known Rajeevi} or unknown, that have arisen or that may arise in future in respect of activities of M & M Associates shall entirely be borne by the trust M & M Associates itself any/or its present beneficiary/ies jointly and severally and they shall jointly and severally reimburse to Desai Group the payments made by them towards discharge of liabilities of M & M Associates.
2. That liability of whatsoever nature including statutory liabilities, known or unknown, that have arisen or that may arise in future in respect of activities of S & D Associates shall entirely be borne by the trust S & D Associates itself and/or its present beneficiaries jointly and severally and they shall jointly and severally reimburse to Modi Group the payments made by them towards discharge of liabilities of S & D Associates.
3. It is mutually understood that the activities and liabilities of M & M Associates shall entirely belong to Modi Group and the activities and liabilities of S & D Associates shall entirely belong to Desai Group and they shall reimburse to each other the payments made by Modi Group towards discharge of liabilities of Desai Group and vice versa
4. It is mutually understood that individual personal liabilities of Modi Group and Desai Group which are not arising out of activities of M & M Associates and S & D Associates shall be paid and discharged by the respective parties of each Group.

1 Satish Modi
2 J. Modi
3 Sohan Modi
4 Sohan Modi
5 Sowabh Modi

6 Rajeevi
7 Mahesh Desai
8 Devanshi Desai
9 Poochi Desai
10 Sudhik Desai

11 Subash k Desai
12 Unod k Desai
13 Nafmuk k Desai
14 Unod k Desai
15 Nafmuk k Desai

IN WITNESS WHEREOF the parties hereto have set their respective hands at Hyderabad on this the 8th day of April, 1994.

WITNESSES:

1. Satish Modi
58/3 MG Road
Secunderabad
2. G. K. ANKARAO

1. Satish Modi
SATISH MODI

2. Sourabh Modi
SOURABH MODI

3. Tejal Modi
TEJAL MODI

4. Soham Modi
SOHAM MODI

5. Soham Modi
SOHAM MODI KARTA OF SOHAM MODI HUF

6. Mahesh Desai
Shri Mahesh K. Desai, representing in his individual capacity and as a trustee of S & D Associates.

7. Roopesh M. Desai
Shri Roopesh M. Desai

8. Devanshi Desai
Miss Devanshi M. Desai

9. Preeti Desai
Miss Preeti S. Desai

10. Miss Nirmita S. Desai, represented by her father Shri Subodh K. Desai Subodh K. Desai

11. Master Sanket S. Desai, represented by his father Subodh K. Desai Subodh K. Desai

12. Master Ricken V. Desai, represented by his father Shri Vinod K. Desai Vinod K. Desai

13. Miss Hiral V. Desai, represented by her father Shri Valmik K. Desai Valmik K. Desai

14. Master Arnav V. Desai, represented by his father Shri Vinod K. Desai Vinod K. Desai

15. Master Amit V. Desai, represented by his father Shri Valmik Desai Valmik K. Desai

::4::

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2/2m

100Rs



St. No ... 81 ... Dated 21.11.88 Re. 100/-

Said to G. Krishna Sagar

Sto. Lingamachari Sec'bad

To m/s. Central India Engg & Co; Sec'bad

Jam

D. Janardhan

STAMP VENDOR

LICENCE NO. 19/87.

11-2-1972, HYDERABAD.

SECUNDERABAD - 500 361

DEED OF RETIREMENT

This Deed of Retirement made at Secunderabad on this 1st day of November, 1988 by and between :

1. Shri Mahesh K. Desai S/o. Shri Kantilal B. Desai aged about 43 years, residing at 1-11-222/3/1, Begumpet, Hyderabad, hereinafter referred party of the first part.
2. Shri Vahnik K. Desai B/o. Shri Kantilal B. Desai aged about 35 years residing at 1-10-38/1, Begumpet, Hyderabad, hereinafter referred party of the second part
3. Shri Subodh V. Desai S/o. Shri Kantilal B. Desai aged about 39 years residing at 1-11-222/3/1, Begumpet, Hyderabad, hereinafter referred party of the third part.

1 Maheshkesar
 2 Mahnik Desai
 3 Subodh K. Desai
 4 Satish mal

5 Satish mal
 6
 7 Satish mal

4. **Shri Satish Chandra M. Modi HUF with wife and son Soham**, represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the **fourth part**.
5. **Shri Satishchandra M. Modi HUF with wife and son Sourabh**, represented by its Karta Shri Satish Modi S/o. Late Shri Manilal Modi aged about 44 years residing at 701, Sarita Apartments, Banjara Hills, Road No. 4, Hyderabad, hereinafter referred party of the **fifth part**.
6. **S.M. Modi Discretionary Family Trust** represented by its trustee Shri Pramod Modi S/o. Late Shri Manilal C. Modi, aged about 46 years residing at 1-8-165, P.G. Road, Secunderabad - 500 003, hereinafter referred party of the **sixth part**.
7. **M.C. Modi Discretionary Family Trust** represented by its trustee Shri Satishchandra M. Modi S/o. Late Shri Manilal C. Modi, aged about 44 years, residing at 701, Sarita Apartments, Road No. 4, Banjara Hills, Hyderabad, hereinafter referred party of the **seventh part**.

WHEREAS the parties of the **first part to seventh part** were carrying on the business in partnership styled as **M/s. Patel Desai & Company**, Proprietor of **M/s. Central India Engineering Company** at 4-3-161, Hill Street, Secunderabad, on terms and conditions as evidenced in the Deed of Partnership dated 03/04/1986.

AND WHEREAS the parties of the **fourth, fifth, sixth and seventh part** expressed their desire to retire from the partnership business with effect from the close of business hours on 31st day of March, 1988.

AND WHEREAS the parties hereto are desirous of recording the understanding into writing :

THEREFORE THIS DEED OF RETIREMENT WITNESSETH AS UNDER :-

1. That the parties of the **fourth, fifth, sixth, and seventh part** retires from the partnership business with effect from the close of business hours on 31st day of March, 1988.
2. That the parties of the **first part, second part and third part** will carry on and continue the business styled as **M/s. Patel Desai & Company**, Proprietor of **M/s. Central India Engineering Company** on the terms and conditions as may be mutually decided upon by the continuing parties of the **first, second and third part** respectively.
3. That the retiring parties will take over the rights and obligation arising out of the agreement dated 01/04/1984 and 13/10/1988 entered into by **Seth Group** in respect to

1	Mahesh Desai	: 2 :	
2	Mahmud Desai	5	Satish mal
3	Suresh Desai	6	_____
4	Satish mal	7	Satish mal

CIEC.DOC

its construction business at Rasoolpura in such manner and proportion as may be mutually agreed upon by the respective retiring parties.

4. That the following liability of Rs. 81,540/- (Rupees Eighty one thousand five hundred and forty only) towards rent deposit received from M/s. **Blue Star Limited** and books of the firm will be taken over by retiring parties in such proportion as they may mutually agree upon.
5. That any tax liabilities under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws that has arisen or that may arise on the firm for the business carried on upto the close of business hours on 31st March, 1988 will be paid and shared by the all the parties hereto in the profit/loss sharing ratio as evidenced in the partnership deed dated 03/04/1986.
6. That any professional fees and incidental expense that may be payable for the finalisation of the assessment under Income Tax Act, Wealth Tax Act, Gift Tax Act and or relevant sales tax laws upto the year ending 31 03/1988 will be borne by the continuing firm and continuing parties as and when they arise.
7. The assets and liabilities of the firm as on 31/03/1988 other than these dealt with under clause 3 & 4, will be taken over by the continuing parties of the first, second and third part.
8. The statement of accounts including balance sheet and profit and loss account for the year ending 31st March, 1988 will be made at the earliest and the amount standing to the credit/debit of the retiring parties of fourth, fifth, sixth, and seventh part will be paid/made good on or before 31st March, 1989, or at such other date as may be mutually agreed by the respective individual party with the continuing firm. The credit/debit balance of the retiring parties shall carry interest @ 16% P.A. from 01/04/1988 till the date of final settlement of the account.

1 Maheshkaran
2 Mufannur Desai
3 Subbar K Desai
4 Satish malik

5 Satish malik
6 ibid
7 Satish malik

IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

WITNESSES:

1. [Signature]
58/3 mg Road
Secundrabad
2. [Signature]
G. KANAKARAO

PARTIES

1. [Signature]
(First Part)
2. [Signature]
(Second Part)
3. [Signature]
(Third Part)
4. [Signature]
(Fourth Part)
5. [Signature]
(Fifth Part)
6. [Signature]
(Sixth Part)
7. [Signature]
(Seventh Part)