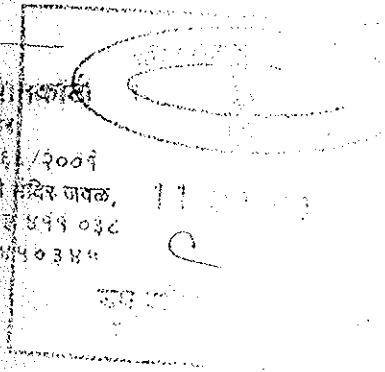
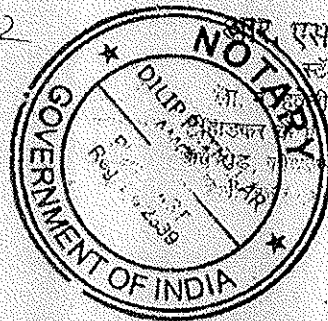




महाराष्ट्र MAHARASHTRA

CE 571585

46759/11/9/09  
 100/-  
 अतुल किरलोस्कर  
 मिसेल कॉलोनी  
 कोठारी



THIS AMENDMENT TO THE DEED OF FAMILY SETTLEMENT DATED 11<sup>TH</sup> SEPTEMBER 2009 ("DFS") IS MADE AND ENTERED INTO ON THIS 12<sup>TH</sup> DAY OF OCTOBER 2009, AT PUNE

BETWEEN

1. Shri Atul Kirloskar, aged about 53 years, residing at 453, Radha, Gokhale Road, Shivajinagar, Pune 411016, and hereinafter referred to as "Party of the First Part" or "ACK";
2. Shri Sanjay Kirloskar, aged about 52 years, residing at 33, "Suyojana", Koregaon Park Road, Pune 411001, and hereinafter referred to as "Party of the Second Part" or "SCK";

*ACK*  
*SCK*

*ACK*  
*[Signature]*

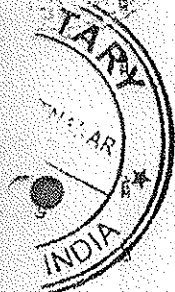
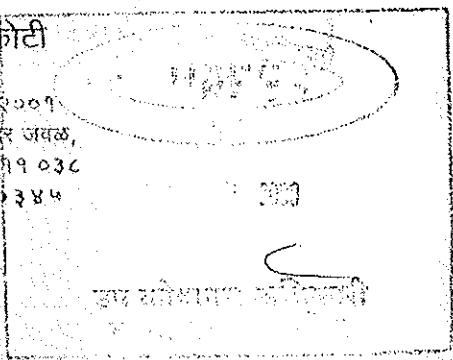


महाराष्ट्र MAHARASHTRA

CE 571601

रजि. नं. 4CTSS8 दिनांक 11/9/09  
 रक्कम 100/-  
 नाम श्री विक्रम किरलोस्कर  
 पता 2, श्री 524 कॉम्पाउंड  
 हस्त वेलावन  
 सही [Signature]

आर. एस. कंचीनकोटी  
 राज्य दंडी  
 ला. नं. हवेली - 3/48/2009  
 कान्हाकर रोड, गंगाली मंदिर जवळ,  
 कॅम्प रोड, कोणार, पुणे 431903C  
 टेलीफोन (ऑ) 25340384



3. Shri Vikram Kirloskar, aged about 50 years, residing at Kirloskar Residence, Kirloskar Business Park, Bellary Road, Hebbal, Bangalore 560024, and hereinafter referred to as "Party of the Third Part" or VSK;
4. Shri Rahul Kirloskar, aged about 46 years, residing at Lakaki Compound, Model Colony, Shivajinagar, Pune 411016, and hereinafter referred to as "Party of the Fourth Part" or RCK; and
5. Shri Gautam Kulkarni, aged about 52 years, residing at "Yena", 1 Advaitnagar, Paud Road, Pune 411038, and hereinafter referred to as "Party of the Fifth Part" or GAK.

[Signature] GK  
 [Signature]

[Signature] RCK  
 [Signature]

Hereinafter individually referred to as the 'Party' and collectively referred to as the "Parties" and shall, unless repugnant to the meaning or context thereof, mean and include, their respective heirs, executors and assigns.

WHEREAS:

A. The Parties had entered into the DFS on 11<sup>th</sup> September 2009.

B. The Parties hereto are desirous of amending the DFS.

In pursuance of the desire to amend the DFS, the Parties hereto hereby mutually agree as follows:

1. The Parties agree that Schedule V to the DFS be replaced by the following:

**Schedule V**

**Shares to be purchased by VSK or his nominees from Designated Company A**

Sr. No.	Name of the Company	No. of Shares	Agreed Amount (Rs.)
1	Denso Kirloskar Industries Ltd.	39,00,000	8,94,39,735
2	Kirloskar Toyoda Textile Machinery Pvt. Ltd.	92,56,117	9,51,77,658
3	TG Kirloskar Automotive Pvt. Ltd.	57,20,000	18,92,31,900
4	Toyota Tsusho India Pvt. Ltd.	16,37,580	2,67,65,689
5	Toyota Kirloskar Auto Parts Pvt. Ltd.	3,37,50,000	53,66,13,188
6	Toyota Kirloskar Motors Pvt. Ltd.	7,70,00,000	156,31,48,125
TOTAL			250,03,76,295

**Shares to be purchased by VSK or his nominees from Designated Company B**

Sr. No.	Name of the Company	No. of Shares	Agreed Amount (Rs.)
1	Kirloskar Toyoda Textile Machinery Pvt. Ltd.	25,97,766	2,67,04,973
TOTAL			2,67,04,973

**Shares to be purchased by VSK or his nominees from Designated Company C**

Sr. No.	Name of the Company	No. of Shares	Agreed Amount (Rs.)
1	Quadrant Communications Ltd.	34,300	32,45,130
TOTAL			32,45,130

*[Handwritten signatures]*

*[Handwritten signature]*

*[Handwritten signature]*

- 2. The Parties agree that Clause 8 (i) shall be replaced by the following:
  - (i) SCK will pay a sum of Rs. 80 crores to VSK and ACK, RCK and GAK will pay a sum of Rs. 12 crores each to VSK.

Provided however that the sums referred to above shall become payable to VSK at the time VSK is ready to purchase the shares in terms of Clause 6 hereinabove.
- 3. The Parties agree that Clause 9 (iii) shall be replaced by the following:
  - (iii) VSK shall refund Rs. 80 crores to SCK and Rs. 12 crores each to ACK, RCK and GAK provided these amounts have then been paid in terms of Clause 8(i).
- 4. The Parties agree that Schedule V, Clause 8 (i) and Clause 9 (iii) as amended by this Deed of Amendment shall be deemed to form part of DFS.
- 5. There shall be only one original copy of this Deed of Amendment to the DFS, which shall be in the custody of GAK.
- 6. Except as specifically amended though this Deed of Amendment, all other terms of the DFS shall remain unchanged.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR SIGNATURES ON THE DAY AND DATE MENTIONED FIRST HEREINABOVE.

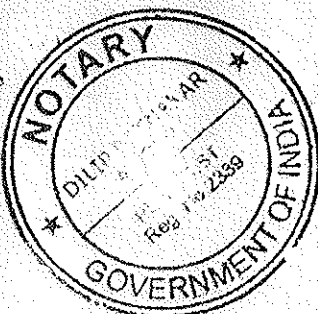
*[Signature]*  
ATUL C. KIRLOSKAR

*[Signature]*  
RAHUL C. KIRLOSKAR

*[Signature]*  
SANJAY C. KIRLOSKAR

*[Signature]*  
GAUTAM A. KULKARNI

*[Signature]*  
VIKRAM S. KIRLOSKAR



Witness: *[Signature]*  
ADITI CHIRMULE  
A, PRESTIGE CARPET  
20, ASHOKNAGAR  
RANGHILLS ROAD  
PUNE 411007

**TRUE COPY**  
*[Signature]*  
D. R. AMOLIK  
B.A.(Hons.), B.Com, LL.M  
ADVOCATE & NOTARY  
GOVT. OF INDIA, PUNE.

E 9 DEC 2009