

ఆంధ్ర ప్రదేశ్, ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
 s. No. 5906 Date 10-6-05 Rs. 100/-
 Sold to M.C. Modi Educational Trust
 S/o _____
 For Whom Self secured

06AA 348898
 STAMP
 L. No. 5-4-75
 SECUNDERABAD

DEPOSIT AGREEMENT

THIS AGREEMENT FOR PAYMENT OF SECURITY DEPOSIT is made and executed on this the 10th day of June 2005 between:

M. C. Modi Educational Trust, a public charitable trust, having its office at 5-4-187/3&4, M.G. Road, Secunderabad – 500 003 represented by its Trustees

- 1) Shri Pramod Modi S/o. Late Shri Manilal C Modi, aged about 64 years, Occupation: Business,
- 2) Shri Soham Modi, S/o. Shri Satish Modi, aged about 35 years, Occupation: Business, hereinafter jointly referred to as the “LESSOR” which term shall mean and include whenever the context may so require its successors-in-interest);

AND

M/s. Shri Sai Enterprises, a registered partnership firm having its office at 8-2-595/3, Road No. 10, Banjara Hills, Hyderabad, represented by its Managing Partner Shri Prakash Challa, S/o. Justice Challa Kondaiah, aged about 51 years, Occupation: Business, hereinafter referred to as the “LESSEE” (which term shall mean and include whenever the context may so require its successors-in-interest);

For M. C. Modi Educational Trust

[Signature]
Trustee

For SHRI SAI ENTERPRISES

[Signature]
Managing Partner

For M. C. Modi Educational Trust

[Signature]
Trustee

WHEREAS the LESSOR is the absolute owner of about 2,000 sq. yds. of land along with constructions / sheds admeasuring about 10,600 sft. bearing premises no. 1-8-179 situated at S.D. Road, Secunderabad, (hereinafter collectively referred to as "the Leased Premises"). The LESSEE has requested the LESSOR to grant on lease the above said Leased Premises and the LESSOR agreed to give on lease on the terms and conditions specified in the lease agreement dated 10th June 2005..

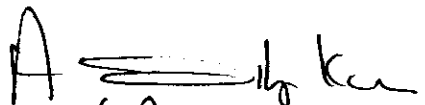

AND WHEREAS in furtherance of the said Lease Agreement, the LESSEE has agreed to deposit with the LESSOR a sum of Rs. 40,00,000/- (Rupees Forty Lakhs Only) as and by way of security deposit (hereinafter referred to as "the said deposit") on the terms and conditions hereinafter mentioned.

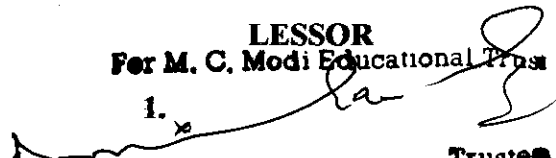
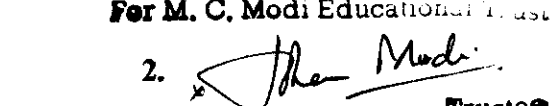
NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The LESSEE shall deposit within a period of 30 days from this agreement with the LESSOR the said deposit as an interest-free security deposit which shall remain deposited with the LESSOR during the subsistence and operation of the said Lease Agreement and the renewal, if any, thereof.
2. This Agreement shall remain in force upto the date on which the said Lease Agreement or any renewal thereof expires by efflux of time or until the said Lease Agreement or its renewal is, earlier determined or terminated as provided therein or comes to an end for any reason whatsoever.
3. The LESSOR hereby further agrees, undertakes with the LESSEE that during the subsistence of this Agreement and upon the LESSEE performing and observing the terms and conditions of this Agreement and Lease Agreement, the LESSOR shall not, in any way, hinder or obstruct the LESSEE in the use and enjoyment of the leased premises.
4. It is agreed by and between the parties hereto that the LESSOR shall refund the said deposit to the LESSEE simultaneously with the LESSEE handing over vacant possession of the leased premises and giving charge thereof the LESSOR.

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

WITNESSES:

1. 
(A Dilip Kumar)
2. 

LESSOR
For M. C. Modi Educational Trust
1. 
Trustee
For M. C. Modi Educational Trust
2. 
Trustee
For SRI SAI ENTERPRISES
LESSEE
Managing Partner