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STAMP VENDOR, L. No; 26/98 CITY CIVIL COURT SECUNDERABAD.

LEASE AGREEMENT

This Lease Agreement is made and executed on this the 9th day of July, 1999; at Secunderabad.

BY AND BETWEEN

Shri. M.C.Modi Educational Trust represented by its Trustee Shri. Pramod Modi, having its registered office at 5-4-187/3 & 4, Soham Mansion, M. G. Road, Secunderabad - 500 003, hereinafter called the "LESSOR", which expression shall mean and include not only the Lessor but also its trustees, successors-in-office/Trust of the ONE PART:

AND

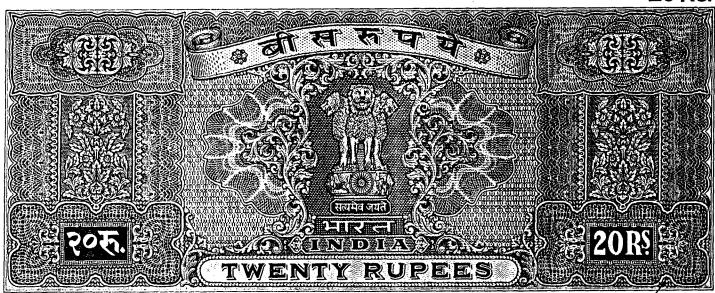
M/s. Forvol International Services Ltd, having its registered office at Volkart Building, 19, J.N. Heredia Marg, Ballard Estate, Mumbai - 400 001, represented by its Director Mr. T.R.Chandran, stationed at Mumbai and having its branch office at Secunderabad, hereinafter called the "LESSEE", which expression shall mean and include not only the Lessee but also its executors, administrators, of the OTHER PART.

WITNESSETH:

WHEREAS the Lessor is the absolute owner and possessor of all that premises bearing No. 5-4-187/3 & 4/5, 1st Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, admeasuring 1,200 sft of super built up area, hereinafter referred to as the said premises, more particularly described in the schedule given below.

For M.C. Modi Educational Trust

Trustee



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WHEREAS the Lessee has requested the Lessor to give on lease the said premises on the following terms and conditions:

NOW THIS DEED OF LEASE WITNESSETH AS FOLLOWS:

- 1. In consideration of the rent hereinafter reserved and all the covenants and conditions hereinafter contained on the part of the Lessee's to be paid observed and performed, the Lessor do hereby demise unto the Lessee a portion of the first floor in the building known as Soham Mansion, bearing No. 5-4-187/ 3 & 4/5, Ist floor, Soham Mansion, M.G.Road, Secunderabad 500 003, admeasuring 1,200 sft of super built up area, more fully described in the schedule hereto, on a monthly rent amounting to Rs. 5,000/- P.M. (Rupees Five Thousand Only) subject to the clause pertaining to enhancement of the rent, commencing from 01/07/1999 to 30/06/2008 for a period of 9 years only.
- 2. The Lessor has delivered the possession of the demised premises to the Lessee to hold and enjoy the quiet possession of the same for a period of 9 years commencing from 01/07/1999 to 30/06/2008.

 01/08/1999 31/03/2008
- 3. The Lessor/Lessee hereto covenants as follows:
- 4. That the Lessee shall pay the rent of Rs. 5,000/- P.M., subject to the clause pertaining to enhance the rent, on or before 5th of every month as per English Calendar in advance to the Lessor and shall obtain the receipt.

For M.C. Modi Educational Trust

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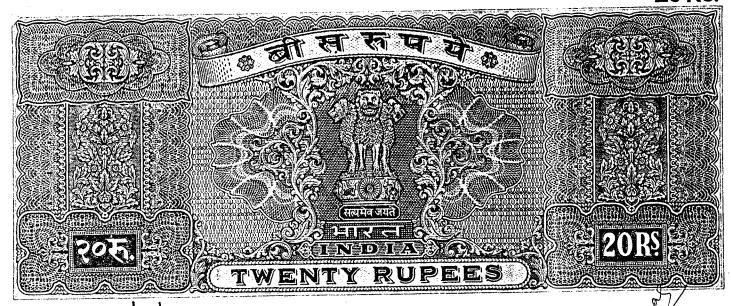
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- 5. The monthly rent payable shall be exclusive of the other charges such as amenity charges, electricity & maintenance charges.
- 6. The Lessee shall pay the electricity charges promptly as per the bills pertaining to the Lessee directly to the concerned departments. The Lessee shall also pay any additional consumption deposit or any other charges to the concerned department. The Lessee shall enhance the existing electricity power supply at its own cost.
- V. The property tax payable to the Municipal Corporation and part of any other Government body shall be paid by the Ressee.
- 8. The Lessee shall not carry on any trade or business which may be opposed to law.
- 9. The Lessee shall put signboards only in the place, designed by the Lessor.
- 10. The Lessee shall not sublet or part with or otherwise transfer or convey or assign their interest in any part and portion of the demised premises to any other person.
- 11. The Lessee shall not make additions, alterations or structural changes of any kind whatsoever in the demised premises. However, the Lessee is entitled for making temporary partitions as part of interior changes or decorations to suit the business of the Lessee, without damaging the premises at their cost.

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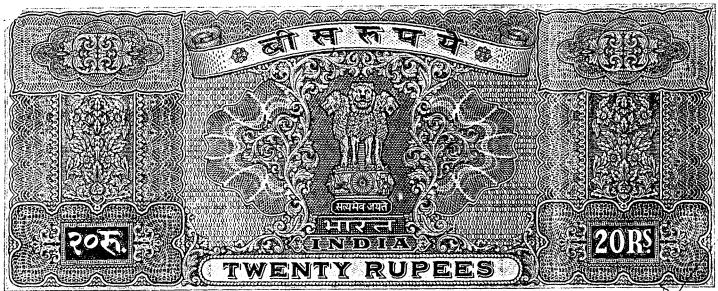
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- 12. The Lessee shall keep the demised premises in a neat & clean condition at all times.
- 13. The Lessor or her authorised persons shall be entitled to inspect the premises at all reasonable times.
- 14. The tenancy month of this Lease Deed is calculated for all purposes from first to the end of the month, and from month to month as per English Calendar.
- 15. The lease period under this agreement is for a specific period of 9 years subject to enhancement at 15% on the then existing rent after expiry of every 3 years.
- 16. The Lessor agrees with the Lessee that he shall have no objection for the use of the premises for the business of housing the office not only of the Lessee but also of its sister concerns or associates now in existence or that may hereafter be formed.
- 17. The Lessee paying the rent hereby reserved and observing and performing the conditions and covenants herein contained shall quietly and peace-ably possess and enjoy the said premises during the said term without any interruption and disturbance by the Lessor or any person claiming under him.
- 18. The Lessee agrees to carry out all the minor repairs in the said premises including color wash at its own cost. However, any major repairs arising out of defect in construction shall be carried out by the Lessor at his own cost.

 For M.C. Modi Educational Trust

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- 19. That the Lessor agrees that the Lessee may effect at his (Lessee's) cost minor adjustments if and when required by the Lessee to suit its various purposes of housing the office of the Lessee or any of its sister concerns or associates, but without causing any damage or major changes in the building.
- 20. Before the expiry of the lease period, if the Lessee wants to terminate the Lease, he has the option by giving 3 months notice in writing.

SCHEDULE OF THE PREMISES

A portion of the first floor admeasuring 1,200 sft of super built up area bearing No. 5-4-187/ 3 & 4/5, in the building known as Soham Mansion, situated at M.G.Road, Secunderabad - 3, marked in red in the plan enclosed and bounded by:-

North by	Premises occupied by DTDC Courier Service
South by	Vacant office portion belongs to the LESSOR
East by	Staircase and lobby
West by	Open Land /Parking area.

IN WITNESS WHEREOF the parties hereto have put their hands to this Lease Deed on the date, month and year mentioned For M.C. Modi Educational Trust above.

WITNESSES:

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3. Am B. Sarath Chandra.

Trustee. LESSOR

LESSEE

For and on behalf of, >> FORVOL INTERNATIONAL SERVICES LIMITED. By their Coastituted Attorney.

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GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREEMENT made and executed at Secunderabad, on this the $9^{\rm th}$ day of July, 1999 by and between:

Shri. M.C.Modi Educational Trust represented by its Trustee Shri. Pramod Modi, having its registered office at 5-4-187/ 3 & 4, Soham Mansion, M. G. Road, Secunderabad - 500 003, hereinafter called the "OWNER", which expression shall mean and include not only the Lessor but also its trustees, successors-in-office/Trust of the ONE PART:

AND

M/s. Forvol International Services Ltd, having its registered office at Volkart Building, 19, J.N. Heredia Marg, Ballard Estate, Mumbai - 400 001, represented by its Director Mr. T.R.Chandran, stationed at Mumbai and having its branch office at Secunderabad, hereinafter called the "HIREE", which expression shall mean and include not only the Lessee but also its executors, administrators, of the OTHER PART.

The Hiree has obtained on lease 1,200 sft of office space on the first floor of the building known as Soham Mansion, bearing No. 5-4-187/ 3 & 4/5, Ist floor, Soham Mansion, M.G.Road, Secunderabad - 500 003, from the owners vide Lease Deed dated 9th July, 1999. At the request if the Hiree, the Owner has agreed to provide amenities to the Hiree more fully described in the schedule. The Hiree has agreed to pay amenities charges for the said amenities apart from the rent payable to the owners.

For M.C. Medi Educational Trust

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NOW THIS DEED WITNESSETH:

1. The Hiree shall pay amenities charges of Rs. 4,600/(Rupees Four Thousand Six Hundred Only) per month apart
from and along with the rent payable commencing from the
1st July, 1999.

- 2. The Hiree shall enhance the amenities charges by 15% on the then existing amenities charges at the end of every 3 years.
- 3. The Hiree shall pay the amenities charges for each month on or before the 5^{th} day of the month to the Owner.
- 4. The Hiree shall also deposit a sum of Rs. 57,600/- (Rupees Fifty Seven Thousand Six Hundred Only) as security deposit, for provision of amenities, which shall not carry any interest and shall be refunded by the Owner to the Hiree at the time the Hiree, vacates and hands over the vacant portion of the said premises.
- 5. The Hiree also agrees to pay building maintenance charges of Rs.480/- per month, subject to increase from time to time to the Lessor or to any other body or association that the Lessor may direct for the maintenance of the common areas of the building, provision of water and security.
- 6. The Hiree shall not be entitled to surrender the usage of amenities as long as the tenancy is subsisting.
- 7. Any default in the payment of amenities charges shall be deemed to be a breach of the covenants of tenancy and the Owners shall be entitled to determine the lease and the Hiree shall give vacant possession of the tenancy.

PARTICULARS OF AMENITIES:

- 1. Providing exclusive parking for 1 car.
- 2. Providing common parking area.
- 3. Providing windows and doors.
- 4. Providing plumbing & sanitary fittings.
- 5. Provision of electric power connection.

IN WITNESSES WHEREOF the Hiree and all Owners have signed these presents on the date and at the place mentioned above.

Por M.C. Modi Educational Trust

WITNESSES:

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OWNER Trustee,

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3. Mr B. Sarata Clanda

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For and on behalf of.
FORVOL INTERNATION:
SERVICES LIMITED
By their Constituted Attorny

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