



2753 Dt-10-98 Rs 100/-  
 Purchaser Name Prakasa Paulani  
 S/o. W/o. D/o. Prabhakar  
 For Whom Hutchison Max Telecom Sec 69

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*V. Veeresham*  
**V. VEERESHAM**  
 L. NO. 64/95 R. NO. 8/98  
 STAMP VENDOR  
 KALASIGUDA, SECUNDERABAD.

**LEASE AGREEMENT**

THIS AGREEMENT is executed on the first day of November, 1998 at Hyderabad.

**BETWEEN**

Shri SATISH MODI, S/o Late Manilal C. Modi, R/o. Plot no. 1025, Road no. 45, Jubilee Hills, Hyderabad-500 035 (hereinafter called the 'LESSOR' which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal representatives executors, administrators and assigns) of the **ONE PART**:

**AND**

M/s HUTCHISON MAX TELECOM LIMITED a company incorporated under the provisions of the companies act, 1956 and having their registered office at Bhai Mohan Singh Nagar, Rail Majra, Tehsil Balachur, District Nawanshar, Punjab - 144 533 and Head Office (Paging Division) at 'The Estate' 2nd floor, 121 Dickenson Road, Bangalore-560042 and Network office at 301-303, III Floor, Navketan, S.D.Road, Secunderabad, 500003, through the hands of the duly authorized signatory Mr. Sandip Das, in his capacity as Chief Operating Officer (hereinafter referred to as the 'LESSEE' which expression shall mean and include where the context so requires or admits its permissible successors, legal representatives and assigns) of the **OTHER PART** :

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*[Signature]*

WHEREAS the LESSOR is the absolute owner of all that office space, situated at Ground Floor 5-4-187/3 & 4/1, M.G. Road, Soham Mansion, Secunderabad-500003 having a superbuilt area of 1,100 sq. ft. (hereinafter referred to as the 'Premises') more fully described in the schedule appended at the foot of the agreement.

WHEREAS the LESSOR agrees to give on lease to the LESSEE, the above mentioned premises, admeasuring 1,100 sq. ft. for locating its Radio Paging Office/Showroom.

AND WHEREAS the LESSEE has agreed to take the premises on rent from the LESSOR with effect from 1st November, 1998 on the terms and conditions hereinafter mentioned.

AND WHEREAS the parties hereto are desirous of reducing the terms and conditions of the lease into writing.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER :**

1. That the LESSOR hereby declares that he is the absolute owner of the premises and also declares that the LESSEE can occupy the premises free from any encumbrances. LESSOR also undertakes to indemnify any loss that the LESSEE may suffer due to any such encumbrances.
2. That this indenture of lease in respect of the premises shall commence with effect from 1st November 1998 and shall be in force for a period of Nine years (hereinafter referred to as 'Initial Term')
3. That the lease shall be further renewed beyond the initial term on mutually agreeable terms.
4. That for the purpose of renewal of lease, the LESSEE shall give a notice in writing to the LESSOR atleast three months in advance before expiry of the initial term of the lease.
5. That the LESSEE shall pay to the LESSOR a rent of Rs. <sup>32000</sup>32000/- (Rupees Thirty Two Thousand Only ~~i.e., Rs. 16,000/- towards rent and Rs. 16,000/- towards amenities~~) per month in respect of the preceding month on or before the 7th day of each English Calendar month. That the rent shall be enhanced by 8% (Eight percent ) over the last paid rent after the expiry of each year within the initial term.
6. That the LESSEE shall pay a sum of Rs. 3,84,000/- (Rupees Three Lakhs Eighty Four Thousand only) to the LESSOR as interest free security deposit which shall be returned at the time of vacation of the premises and/or on the termination of the lease whichever is earlier.

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7. That the LESSOR shall refund the interest free security deposit of Rs. 3,84,000/- to the LESSEE immediately upon handing over the quite and peaceful possession of the premises to the LESSOR.
8. That the LESSOR shall pay all present rates of taxes, ground rent, house tax, assessments, other charges and out goings, imposed or payable to the Municipal Corporation or Government or any local authority in respect of the said premises.
9. That the LESSOR confirm herein that he has made available power supply of 3 KVA for the premises. Enhancement of power beyond 3 KVA shall be arranged by the LESSOR. However charges/deposits paid to APSEB shall be initially borne by the LESSEE and refunded by the LESSOR to the LESSEE at the time of vacation of the premises. The LESSEE shall pay the charges for the power consumed directly to APSEB as per the bills raised by them.
10. That the LESSEE shall be entitled to use Two numbers of identified/reserved parking space in the building free of cost. Additional common parking space is also available.
11. That the LESSEE undertakes that it shall not sub-let or otherwise part with possession of the said premises in part or in full without the prior consent of the LESSOR in writing. The premises can however be used by the subsidiary and other associate companies/concerns of the LESSEE or its management, but this however will not confer the right upon such subsidiary and other associate companies to be termed as LESSEE. The LESSEE further undertakes that all liabilities undertaken by him are to be performed by him and the responsibilities for performance of these obligations will always remain with the LESSEE.
12. The LESSEE shall not make any structural additions or alterations in the said premises. However, the LESSOR shall provide Partition Walls/Toilets in the Premises at his cost. The LESSEE may also erect temporary structures for partition/s, install airconditioners, water coolers, as and when required at his own cost and expense.
13. The LESSEE shall bear all charges/expenses for minor repairs such as replacement of fuses, leakage of water tank/taps, painting, polishing, etc. However, major repairs in the structure will be carried out by the LESSOR and if the repairs or maintenance required to be arranged by the LESSOR, the LESSEE shall have the right to get the repair work done and deduct the cost thereof from the rent payable to the LESSOR.
14. The LESSEE shall pay building maintenance charges amounting to Rs. 825/- per month (@ Re. 0.75 per sq. ft.) towards maintenance, security and water charges to the LESSOR, subject to increase from time to time.
15. The LESSEE shall have unrestricted right to use the rental premises for office and commercial purposes but nor for residential purposes, or for any purpose prohibited under law. The posting of any

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Chowkidar/Watchman etc., on the premises will not however be construed to mean using the premises for residential purpose.

16. The LESSEE shall permit on 24 hours prior notice, the LESSOR and their agents, surveyors and workmen with all necessary appliances, to enter the said premises at all reasonable times, for the purpose of inspecting the condition of the said premises or doing such work as may be required or necessary for repairs, alternations or improvements of the building, water pipes, drains, etc., for enabling the LESSOR to perform any of their covenants and conditions contained herein.
17. If for any reason the LESSEE wishes to terminate the lease during the initial lease term, or the extended term, if any, the LESSEE shall be required to give at least Six month's advance notice or rent in lieu thereof, to the LESSOR.
18. In the event the LESSEE fails to pay the rent for Six consecutive months or commits any breach of terms and conditions of the agreement, then the LESSOR shall be entitled to terminate the LEASE after giving 6 month's notice to the LESSEE.
19. Any notice to be made or given to the LESSEE under these presents shall be sent by Regd. A.D. post at the address of the LESSEE mentioned hereinabove or the changed address, if any as may be notified. Any notice to be made or given to the LESSOR shall also be sent by Regd. A.D. post at the address of the LESSOR mentioned hereinabove or the changed address, if any as may be notified.
20. If due to any accident or natural causes, viz. act of God, the premises is rendered unusable, the LESSEE would not be required to pay the rent till such time the same is brought to its original condition by the LESSOR. However, the LESSOR shall keep the premises adequately insured against fire, accidents, natural calamities, etc. at their cost.
21. That the LESSOR is at liberty to transfer title, rights and interest in the above premises to the third party/parties and terms of this Agreement shall be binding on the Transferee and the LESSOR shall be under legal obligations to get a letter of confirmation from the Transferee, to whom premises are transferred, with regard to binding conditions and the terms of this Agreement.

#### SCHEDULE

All that portion consisting of one showroom on the ground floor of the building known as Soham Mansion, bearing premises No. 5-4-187/3 & 4/1. admeasuring about 1,100 sq. ft. of super built up area, bounded by :

NORTH	: 20 ft. common passage.
SOUTH	: Usha Showroom
WEST	: M.G. Road
EAST	: Open space belonging to the LESSOR

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IN WITNESS THEREOF THE LESSOR AND THE LESSEE have set their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY

Satish Mehra LESSOR

In the presence of :

WITNESS : G. Kanakarao  
G. KANAKARAO

SIGNED, SEALED AND DELIVERED BY

Sandip Das  
SANDIP DAS

Authorized Signatory,

for HUTCHISON MAX TELCECOM LIMITED, LESSEE

In the presence of :

WITNESS : G. M. Richard  
(G. M. RICHARD)

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