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LEELA G. CHIMALGI SIAMP VENDOR L. No. 13/97 R No. 12/2000 5 4-76/A, Collar, Opp: TVS Show Room, Raniguni, SEC'BAD-3.

LEASE AGREEMENT

This Lease Agreement executed at Secunderabad on this the 21st day of October 2000 by and between:

M/s. ManCon India Services Pvt. Ltd., having its office at K-1/124, Chittaranjan park, New Delhi - 110 019, represented by its HR & Administrative Manager Shilipy Sharma aged 23 years, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest)

AND

Smt. Niramalaben Kantilal Desai Charitable Trust, having its office at 4-3-161, Hill Street, Ranigunj, Secunderabad - 500 003, and represented by its authorised representative Shri. Soham Modi, S/o. Shri. Satish Modi, hereinafter referred to as the "LESSOR" (which term shall mean and include whenever the context may so require its successors-in-interest.)

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WHEREAS the LESSOR is the absolute owner of the office space situated on the first floor, of the building known as Soham Mansion bearing No. 5-4-187/3 & 4/4, situated at M G Road, Secunderabad - 500 003, having a super built area of about 1500 sft. The LESSEE has requested the LESSOR to grant on lease the office space and the LESSOR agreed to give on lease on the terms and conditions specified as hereunder:-

Know all men by these presents that in pursuance of the rent hereby reserved and the convenants agreed specified hereunder the LESSOR doth hereby taken on lease the office space situated on the first floor, of the building known as Soham Mansion, bearing No. 5-4-187/3 & 4/4, situated at M G Road, Secunderabad - 500 003 having a super built area of about 1500 sft. more particularly described at the foot of this document, on the following terms and conditions.

- 1) The LESSEE shall pay a rent of Rs. 3,000/- (Rupees Three Thousand Only) per month exclusive of electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder.
- 2) The LESSEE shall pay an amount of Rs. 54,000/- (Rupees Fifty Four Thousand Only) as Security Deposit which shall be refunded by the LESSOR to the LESSEE at the time of vacating and satisfactory handing over of the premises. The LESSEE shall not be entitled to any interest on the Security Deposit lying with the LESSOR.
- 3) The lease shall be for a period of five years commencing from 15th November, 2000. This agreement of lease between the said LESSOR and the said LESSEE can be terminated by the LESSEE with an advance notice of six months.
- 4) The LESSOR and the LESSEE hereby undertake to execute a regular Lease Deed of and when called upon by either of the parties to do so at any time during the currency of the Lease Agreement.
- 5) The expenses of Stamp Duty and Registration charges of this agreement in duplicate and all other incidental expenses shall be borne by the LESSEE in full.

THE LESSEE HEREBY COVENANTS AS UNDER:-

- 1) The LESSEE shall pay the rent regularly per each month on or before the 7th day of the succeeding month to the LESSOR.
- 2) The LESSEE shall pay and bear the electricity consumption charges including any additional consumption deposit that may be levied from time to time apart from the rent.
- 3) The LESSEE shall keep the demised portion in a neat and habitable condition.
- 4) The LESSEE shall carry out all minor repairs and regular maintenance by way of colour wash etc, at its own cost.
- 5) The LESSEE shall utilise the demised portion for its office including its associated companies in the group but shall not use the said portion for residence or any illegar activity.
- 6) The LESSEE shall not sub-let any portion of the premises or transfer the rights under the lease in favour of anyone.
- 7) The LESSEE shall enhance the rent by 8% compound at the end of every year.
- 8) The LESSEE shall permit the LESSOR or anyone authorised by it to inspect the demised portion at all reasonable hours of the day.
- 9) The LESSEE agreeable pay the property tax and other taxes pertaining to the leased premises.

THE LESSORS HEREBY COVENANTS AS UNDER:-

 The LESSOR agreed not to cause any hindrance to the LESSEE in the enjoyment of the demised portion provided the LESSEE observes all the covenants without defaults as specified above.

2. The LESSOR agreed to allow the LESSEE to remove the electrical fittings, false ceiling, air conditioning and any other such system that the LESSEE has installed at their own cost at the time of vacating the floor on the expiry of the lease or on termination of the lease.

termination of the lease.

-3-DESCRIPTION OF THE DEMISED PORTION

All that portion consisting of the office space situated on the first floor of the building known as Soham Mansion, bearing No. 5-4-187/3 & 4/4, Situated at M G Road, Secunderabad - 500 003, admeasuring about 1500 sft bounded by

North

: 20 ft. common passage

South

: Lobby & premises occupied by Fovol International Services Ltd.

West By

: Open Land

East By

: Premises occupied by Mrs. Mahendra & Mahedra Financial Services

Ltd.

In witness whereof the LESSEE and the LESSOR have signed these presents on the date and at the place mentioned above.

Witnesses:

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LESSOR



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For Whom

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LFELA G CHIMALGI SIMP VENDOR L. No. 13/97 ?: No. 12 2000 5 4-76/A. Cellar, Opp: TVS Show Reom, Raniguni, SEC'BAD-3.

GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREEMENT executed at Secunderabad, on this the 21st day of October, 2000 by and between:-

M/s. ManCon India Services Pvt. Ltd., having its office at K-1/124, Chittaranjan park, New Delhi - 110 019, represented by its HR & Administrative Manager Shilipy Sharma aged 23 years, hereinafter referred to as the "HIREE" (which term shall mean and include whenever the context may so require its successors-in-interest)

AND

Smt. Niramalaben Kantilal Desai Charitable Trust, having its office at 4-3-161, Hill Street, Ranigunj, Secunderabad - 500 003, and represented by its authorised representative Shri. Soham Modi, S/o. Shri. Satish Modi, hereinafter referred to as the "OWNER" (which term shall mean and sold whenever the context may so require its successors-in-interest.)

WITNESSETH

The HIREE has obtained on lease vide Lease Agreement dated 21st October 2000, the office space, situated on the First Floor of the building known as Soham Mansion, bearing No. 5-4-187/3 & 4/4, situated at M. G. Road, Secunderabad – 500 003 having a super built area of about 1,500 sft, from the OWNER. At the request of 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 OWNER.

NOW THIS DEED WITNESSETH AS UNDER:

- 1. The HIREE shall pay amenities charges of Rs. 6,000/- (Rupees Six Thousand Only) per month apart from and along with the rent payable.
- 2. The HIREE shall enhance the amenities charges by 8% compounded at the end of every year.
- 3. The HIREE shall pay the amenities charges for each month on or before the 7th day of the succeeding month to the OWNER.
- 4. The HIREE shall not be entitled to surrender the usage of amenities as long as the tenancy is subsisting.
- 5. Any default in the payment of amenities charges shall be deemed to be a breach of the covenants of tenancy and the OWNER shall be entitled to determine the lease and the HIREE shall give vacant possession of the tenancy.
- 6. The HIREE shall pay building maintenance charges amounting to Rs. 600/- (Rupees Six Hundred Only) per month to the OWNER, or to any other party that the owner may direct, towards the maintenance of common areas, security, water charges, etc. subject to increase from time to time.

PARTICULARS OF AMENITIES:

- 1) Maintenance of common areas.
- 2) Provision of common area lighting.
- 3) Provision of security.
- 4) Provision of reserved parking for 1 car.
- 5) Provision of windows and doors.
- 6) Provision of toilets.
- 7) Provision of electric power connection.
- 8) Provision of common parking for cars & scooters.

B. Way Shanker

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

WITNESSESS:

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OWNER