

படு ப்படு வர் பிருவிக்க பிருவிக்

LEASE AGREEMENT

This Lease Agreement is made and executed at Secunderabad on this the 22nd day of August 2005 by and between:

1) Mr. Mahesh Desai, S/o. Sri Kantilal Desai, aged about 63 years, resident of 1-11-222/3/1, Gurumurthy Lane, Begumpet, Hyderabad - 16,

2) Mr. Subodh K. Desai, S/o. Sri Kantilal Desai, aged about 56 years, resident of 1-11-251/10, Opp; Alladin Mansion, Begumpet, Hyderabad - 16,

3) Mr. Vinod K Desai, Sri Kantilal Desai, aged about 54 years, resident of 1-10-38/3, Ground floor, Near Rahul Automobiles, Begumpet, Hyderabad - 16,

4) **Mr. Valmiki K Desai,** Sri Kantilal Desai, aged about 52 years, resident of 1-10-38/3/1, first floor, Near Rahul Automobiles, Begumpet, Hyderabad - 16,

5) Mrs. Bhopinder Kaur, W/o. Shri. Tejinder Singh aged 50 years Occupation: Housewife, resident of 32, Wahab Nagar, Sikh Village, Secunderabad,

6) M/s. M. C. Modi Educational Trust, having its office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003, represented by its Trustee Mr. Pramodi Modi, aged about 66 years, resident of 1-8-165, P. G. Road, Secunderabad – 500 003,

Hereinafter severally referred to as LESSOR NO. 1, LESSOR NO. 2, LESSOR NO. 3, LESSOR NO. 4, LESSOR NO. 5, & LESSOR NO. 6 respectively and jointly referred to as the LESSORS (which term shall mean and include their successor-in-interest).

AND

M/s. Mody Motors, a partnership firm, having its registered office at # 5-3-372, R. P. Road, Secunderabad – 500 003, represented by its Managing Partner Mr. Nihar Mody, S/o. Mr. Kiran Mody, aged about 26 years, 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, Mahabikeran.

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WHEREAS the LESSORS are the absolute owners of the showroom space situated on the ground floor, of the building known as Soham Mansion, bearing no. 5-4-187/3&4, situated at M. G. Road, Secunderabad – 500 003, having a super built-up area of about 2,230 sft. along with workshop / godown space in the basement of about 525 sft. The LESSEE has requested the LESSORS to grant on lease the office space and the LESSORS 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'S doth hereby grant and the LESSEE doth hereby taken on lease the showroom space situated on the ground floor, of the building known as Soham Mansion, bearing no. 5-4-187/3&4, situated at M. G. Road, Secunderabad – 500 003, having a super built-up area of about 2,230 sft. along with workshop / godown space in the basement of about 525 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. 29,000/- (Rupees Twenty Nine Thousand Only) per month as per the details given under, exclusive of electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder.
 - a) Rent payable in favour of LESSOR NO. 1 Rs. 3,500/-
 - b) Rent payable in favour of **LESSOR NO. 2** Rs. 3,500/-
 - c) Rent payable in favour of **LESSOR NO. 3** Rs. 3,500/-
 - d) Rent payable in favour of LESSOR NO. 4 Rs. 3,500/-
 - e) Rent payable in favour of LESSOR NO. 5 Rs.14,000/-
 - f) Rent payable in favour of LESSOR NO. 6 Rs. 1,000/-
- 2. The LESSEE shall pay an amount of Rs. 3,48,000/- (Rupees Three Lakhs Forty Eight Thousand Only) as security deposit as per the details given under, which shall be refunded by the LESSORS 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 LESSORS.
 - a) Security Deposit payable in favour of LESSOR NO. 1 - Rs. 42,000/-
 - b) Security Deposit payable in favour of LESSOR NO. 2 - Rs. 42,000/-
 - c) Security Deposit payable in favour of LESSOR NO. 3 - Rs. 42,000/-
 - d) Security Deposit payable in favour of LESSOR NO. 4 - Rs. 42,000/-
 - e) Security Deposit payable in favour of LESSOR NO. 5 - Rs.1,68,000/-
 - c) Security Deposit payable in favour of LESSOR NO. 6 - Rs. 12,000/-
- 3. The lease shall be for a period of five years commencing from 1st September, 2005. This agreement of lease between the said LESSORS and the said LESSEE can be terminated by the LESSEE with an advance notice of three months. This lease shall be extended for further period of five years at the option of Lessee on the same terms and conditions, subject to the clause pertaining to the enhancement of rent.
- 4. The LESSORS and the LESSEE hereby undertake to execute a regular lease deed as 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 10th day of the succeeding month to the LESSORS.
- 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.

For M. C. Modi Educational Trust

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- 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 utilize the demised portion for its office including its associated companies in the group but shall not use the said portion for residence or any illegal 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 5% at the end of every year on the then existing rent.
- 8. The **LESSEE** shall permit the **LESSORS** or anyone authorised by it to inspect the demised portion at all reasonable hours of the day.

THE LESSORS HEREBY COVENANTS AS UNDER:

- 1. The **LESSORS** shall pay the property taxes pertaining to the leased premises.
- 2. The **LESSORS** agrees 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.
- 3. The **LESSORS** agrees 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.

DESCRIPTION OF THE DEMISED PORTION.

All that portion consisting of the showroom space situated on the ground floor, of the building known as Soham Mansion, bearing no. 5-4-187/3&4, situated at M. G. Road, Secunderabad – 500 003, having a super built-up area of about 2,230 sft. along with workshop / godown space in the basement of about 525 sft., bounded by:

North By

: 20' wide common passage

South By

: Premises Owned by Mr. Naveen Kumar Kedia HUF

East By

: M. G. Road

West By

: Parking Space and Open Land.

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

WITNESSES:

1.

2. D.L. Navasimhalo.
183/184, R.P.Road.
Secundenavaa.

LESSOR NO. 1

SO7 Subolk K. Doson

LESSOR NO. 3

valide Argund Adasal LESSOR NO. 4

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For M. C. Modi Educational Trus

LESSOR NO. 6

Trustee

ESSEE

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