

 S.V. NO. 51'P4, R. NO. 51/99
RELIMENTAL BAZ4R, SEC'BAD-2

## LEASE AGREEMENT

LEASE AGREEMENT executed at Secunderabad, on this the 10 th day of January, 1995 by and between:-

Shri Satish Modi S/o. Late Manilal C. Modi, aged about 50 years, resident of 1-8-179/3, S.D. Road, Sec'bad-3, representing as executive attorney of Shri Gurudev Sidda Peeth a Public Charitable Trust (registered under the Bombay Public trust Act) having its office at Ganeshpuri, Dist. Thane, Maharastra - 401 206 hereinafter referred to as the "LESSOR", which term shall mean and include whenever the contest may so require its successors-in-interest,

#### AND

M/s. Patny Controls Pvt. Ltd., represented by Shri J.M. Patny, S/o. Late Shri M.R. Patny, aged 55 years having its registered office at Plot No. 3/7, West Marredpally hereinafter referred to as the "LESSEE", which terms shall mean and include whenever the context may so require its successors-in- interest, witnesseth as follows:

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The Lessor is the owner of about 3000 sft. of the 2nd floor and 525 sft. on the basement floor situated at 5-4-187/3&4 M.G. Road, Secunderabad. The Lessee has requested the Lessors to grant on lease the above mentioned premises for running business, 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 grant and the Lessee doth hereby taken on lease about 3000 sft. of the second floor and 525 sft of the basement floor situated at 5-4-187/3&4 M.G. Road, Secunderabad, more particularly described at the foot of this document, on the following terms and conditions:

- 1) The Lessee shall pay a rent of Rs. 9500/- (Rupees nine thousand five hundred only) per month exclusive of Water and 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.1,00,000/- (Rupees one lakh only) as Security Deposit 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.
- 3) The lease shall be for a period of six years, commencing from the date of this agreement. 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 lease shall commence from Febuary 1, 1995.

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#### THE LESSEE HEREBY COVENANTS AS UNDER:-

- 1) The Lessee shall pay the rent regularly per each month on or before the 5th day of the succeeding month to the Lessor.
- 2) The Lessee shall pay and bear the Water and Electricity consumption charges apart from the rent.
- 3) The Lessee shall keep the demised portion in a neat and habitable condition.
- 4) The Lessee shall carryout 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 and for any other allied business, but shall not use the said portion for residence or any illegal activity.

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- 6) The Lessee shall not sub-let any portion of the premises or transfer the rights under this Lease in favour of anyone EXCEPT the following persons/ PRESENT sister concerns of the Lessee.
  - 1. Mr. D. Raghunathan S/o. Mr. N.S. Devanathacharya aged about 40 years.
  - 2. M/s. Schaltech.
  - 3. M/s. Schaltech Systems India Pvt. Ltd.
  - 4. M/s. Patny & Company Pvt. Ltd.
  - 5. M/s. Patny Enterprises.

The Lessee has to obtain prior permission in writing from the Lessor for the use of premises by any other FUIURE sister concerns of the Lessee.

- 7) The Lessee shall enhance the rent by 20% compounded at the end of every three years.
- 8) The Lessee shall permit the Lessor or anyone authorized by it, to inspect the demised portion at all reasonable hours of the day.

### THE LESSORS HEREBY COVENANTS AS UNDER:-

- 1) The Lessors agree not to cause any hindrance to the Lessee in the enjoyment of the demised portion provided the Lessee observes all the covenants without default as specified above.
- 2) The Lessors agree to pay the property tax and other taxes pertaining to the leased floor
- 3) The Lessors agree 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

The area measuring about 3000 sft. of the second floor situated at 5-4-187/3&4 M.G. Road, Secunderabad, bounded on the:-

NORTH BY: Premises Occupied by M/s, Modi Builders.

SOUTH BY: Adjoining Building

EAST BY: M.G. Road.
WEST BY: Private Road.

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The area measuring about 525 sft. of the basement situated at 5-4-187/3&4 M.G. Road, Secunderabad, bounded on the:-

NORTH BY: Premises Occupied by M/s. Allied Sales Corporation.

SOUTH BY: Vacant Godown.

EAST BY : M.G. Road.

: Private Road. WEST BY

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

1. Sourath Mahi
[SOURABH MODI S/O SATISH MODI]
2. Spalint
[Soldhath Palmy S/OJ-M Palmy]

Satural (2) LESSOR



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# GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREFMENT executed at Secunderabad, on this the 10th day of January, 1995 by and between:-

M/s. Patny Controls Pvt. Ltd., represented by Mr. J.M. Patny, Son of Late Mr. M.R. Patny, aged about 55 years, having its registered office at Plot No. 3/7, West Marredpally, Secunderabad - 26, hereinafter referred to as the "HIREE", which term shall mean and include whenever the context may so require its successors-in-interest;

#### AND

Shri Satish Modi S/o. Late Manilal C. Modi, aged about 50 years, resident of 1-8-179/3, S. D. Road Secunderabad 500 003,, representing as executive attorney of Shri Gurudev Sidda Peeth a public charitable trust (registered under the Bombay Public trust act) having its office at Ganeshpuri, Dist Thane, Maharastra 401 206 hereinafter referred to as the "OWNER", which term shall mean and include whenever the context may so require its successors-in-interest; witnesseth as follows:-

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The HIREE has obtained on lease about 3000 sft. of the second floor and 525 sft of the basement situated at 5-4-187/3&4 M.G. Road, Secunderabad from the Owners vide Lease Agreement dated 10/01/1995. 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 Owners.

## NOW THIS DEED WITNESSETH AS UNDER:-

- 1) The Hiree shall pay amenities charges of Rs. 7,000/- (Rupees seven thousand only) per month apart from and along with the rent payable.
- 2) The Hiree shall enhance the amenities charges by 20% compounded at the end of every three years.
- 3) The Hiree shall pay the amenities charges for each month on or before the 5th 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 Hirec shall give vacant possession of the tenancy.

## PARTICULARS OF AMENITIES:-

- 1) Provision of windows and doors.
- 2) Provision of furniture and fixtures.
- 3) Plumbing.
- 4) Provision of common parking area.
- 5) Provision of common toilets etc.

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

SOURABN MOOI 5/0 SATISH MOOI]

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Soldharth Patry 5/0 J. M Palny