

LEASE AGREEMENT

This LEASE AGREEMENT made and executed at Secunderabad, on this the 28th day of April, 2003 by and between: -

M/s. Metal Creek Motors, rep. by its Proprietor Mr. Krishna Prasad Immanni, S/o. Sri I. Seshagiri Rao, aged 26 years resident of Plot No. 115/A, Hanumanji Co-operative Society, Brig Syed Road, Tadbund, Secunderabad, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

- 1. Shri Satish Modi, S/o. Late Manilal C. Modi, aged 59 years, Occupation: Business, residing at Plot No. 280, Jubilee Hills, Hyderabad 80.
- 2. Shri. Mahesh Desai, S/o. Shri. Kantilal Desai aged 61 years, Occupation: Business, residing at 1-11-222/3/1, Gurumurthy Lane, Begumpet, Hyderabad 16
- 3. Shri. Subodh Desai, S/o. Shri. Kantilal Desai aged 54 years, Occupation: Business, residing at 1-11-251/10, Opposite to Alladin Mansion, Begumpet, Hyderabad 16
- 4. Shri. Vinod Desai, S/o. Shri. Kantilal Desai aged 52 years, Occupation: Business, residing at 1-10-38/3, Ground Floor, Near Rahul Automobiles, Begumpet, Hyderabad 16
- 5. Shri. Valmick K. Desai, S/o. Shri. Kantilal Desai aged 50 years, Occupation: Business, residing at 1-10-38/3/1, First Floor, Near Rahul Automobiles, Begumpet, Hyderabad 16

hereinafter jointly referred to as the "LESSORS" and severally as LESSOR No. 1, LESSOR No. 2, LESSOR No. 3, LESSOR No. 4 & LESSOR No. 5, respectively, (which term shall mean and include whenever the context may so require its successors-in-interest);

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WHEREAS the LESSORS are the absolute owners of the showroom space on the ground floor admeasuring about 3,935 sft. of super-built-up area and in the basement floor admeasuring about 1,300 sft. of super-built-up area in the building known as Soham Mansioin, bearing Nos. 5-4-187/3 & 4, situated at M. G. Road, Secunderabad - 500 003. The LESSEE has requested the LESSORS to grant on lease the above said showroom 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 covenants agreed specified hereunder, the LESSORS doth hereby grant and the LESSEE doth hereby taken on lease the showroom space on the ground floor admeasuring about 3,935 sft. and workshop space in the basement floor admeasuring about 1,300 sft. of super-built-up area in the building known as Soham Mansion, bearing Nos. 5-4-187/3 & 4, situated at M. G. Road, Secunderabad – 500 003, more particularly described at the foot of this document, on the following terms and conditions:-

1) The LESSEE shall pay a rent as per the table given below of per month exclusive of Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder:

Period	Total Rent	Rent Payable to in favour of:						
(Months)		LESSOR No. 1	LESSOR No. 2	LESSOR No. 3	LESSOR No. 4	LESSOR No. 5		
May'03 Oct'03	Rs. 30,000/-	Rs. 20,625/-	Rs. 2343.75/-	Rs. 2343.75/-	Rs. 2343.75/-	Rs. 2343.75/-		
Nov'03 Jan'04	Rs. 34,000/-	Rs. 23,375/-	Rs. 2656.25/-	Rs. 2656.25/-	Rs. 2656.25/-	Rs. 2656.25/-		
Feb'04 April'04	Rs. 40,000/-	Rs. 27,500/-	Rs. 3125/-	Rs. 3125/-	Rs. 3125/-	Rs. 3125/-		
May'04 April'05	Rs. 42,400/-	Rs.29,150/-	Rs. 3312.50/-	Rs. 3312.50/-	Rs. 3312.50/-	Rs. 3312.50/-		
May'05 Apr'06	Rs. 44,944/-	Rs. 30,899/-	Rs. 3511.25/-	Rs. 3511.25/-	Rs. 3511.25/-	Rs. 3511.25/-		

2) The LESSEE shall pay an amount of Rs. 7,20,000/- (Rupees Seven Lakhs Twenty Thousand Only) as Security Deposit as per the table given below, 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.

			Deposit Payable in favour of:				
	Total Deposit	Due Date f	LESSOR No.	LESSOR No.	LESSOR No.	LESSOR No.	LESSOR No. 5
1	Rs. 3,60,000/-	31/04/03	Rs. 2,47,500/-	Rs. 28,125/-	Rs. 28,125/-	Rs. 28,125/-	Rs. 28,125/-
2	Rs. 3,60,000/-	31/10/03	Rs. 2,47,500/-	Rs. 28,125/-	Rs. 28,125/-	Rs. 28,125/-	Rs. 28,125/-
Total	Rs. 7,20,000/-		Rs. 4,95,000/-	Rs. 56,250/-	Rs. 56,250/-	Rs. 56,250/-	Rs. 56,250/-

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- 3) The lease shall be for a period of three years, commencing from 1st May 2003. The LESSEE shall have an option to renew this lease agreement for a further period of 3 years on the same terms and conditions, including periodic enhancement of rent. This agreement of lease between the said LESSORS and the said LESSEE can be terminated by the LESSEE with an advance notice of six months.
- 4) The LESSORS and the LESSEE hereby undertake to execute a regular Lease Deed if 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 HEREBYY 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 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/showroom/workshop for Automobile repairs, 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 this Lease in favour of anyone.
- 7) The LESSEE shall enhance the rent by 6% compound at the end of every year.
- 8) The LESSEE shall permit the LESSOR or anyone authorized by it, to inspect the demised portion at all reasonable hours of the day.

9) The LESSEE agrees to pay the property tax and other taxes pertaining to the leased

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 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 on the ground floor admeasuring about 3,935 sft. of super-built-up area along with about 1,300 sft. of super built-up area in the basement in the building known as Soham Mansion, situated at 5-4-187/'3 & 4, M. G. Road, Secunderabad - 500 003 bounded

NORTH'by	: 20 ft. Passage
SOUTH by	: Premises occupied by Bank of Baroda
WEST by	: Open land & parking area.
EAST by	: M. G. Road

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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L. G. Cleens Leela G. Chimalgi STAME VENDOR L No: 13/97 K No: 1/3003 5-4-76/A Cellar, Ranigunj SECUNDERABAD - 500 003.

GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREEMENT made and executed at Secunderabad, on this the 28th day of April 2003 by and between:-

M/s. Metal Creek Motors, rep. by its Proprietor Mr. Krishna Prasad Immanni, S/o. Sri I. Seshagiri Rao, aged 26 years resident of Plot No. 115/A, Hanumanji Co-operative Society, Brig Syed Road, Tadbund, Secunderabad hereinafter referred to as the "HIREE" (which term shall mean and include whenever the context may so require its successors-in-interest);

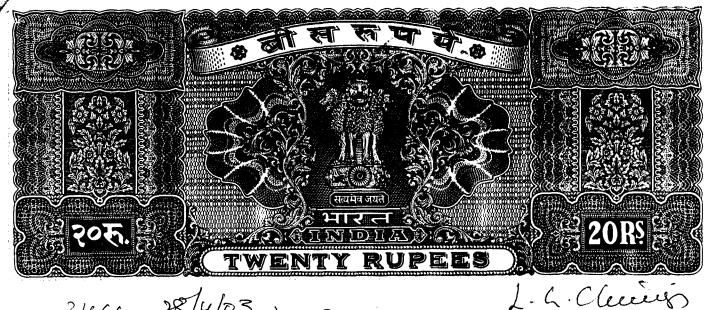
AND

- 1. Shri Satish Modi, S/o. Late Manilal C. Modi, aged 59 years, Occupation: Business, residing at Plot No. 280, Jubilee Hills, Hyderabad - 80.
- 2. Shri. Mahesh Desai S/o. Shri. Kantilal Desai aged 61 years, Occupation: Business, residing at 1-11-222/3/1, Gurumurthy Lane, Begumpet, Hyderabad - 16
- 3. Shri. Subodh Desai S/o. Shri. Kantilal Desai aged 54 years, Occupation: Business, residing at 1-11-251/10, Opposite to Alladin Mansion, Begumpet, Hyderabad - 16
- 4. Shri, Vinod Desai S/o, Shri, Kantilal Desai aged 52 years, Occupation: Business, residing at 1-10-38/3, Ground Floor, Near Rahul Automobiles, Begumpet, Hyderabad - 16
- 5. Shri. Valmick K. Desai S/o. Shri. Kantilal Desai aged 50 years, Occupation: Business, residing at 1-10-38/3/1, First Floor, Near Rahul Automobiles, Begumpet, Hyderabad -16

hereinafter jointly referred to as the "HIRERS" and severally as HIRER No. 1, HIRER No. 2, HIRER No. 3, HIRER No. 4 & HIRER No. 5, respectively, (which term shall mean and include whenever the context may so require its successors-in-interest);

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Leela G. Chimalgi STAM VENDOR No: 13/97 R No: 1/2003 5-4-76/A Cellar, Ranigunj SECUNDERABAD - 500 003.

WITNESSETH

The HIREE has obtained on lease vide Lease Agreement dated 28/04/2003 the showroom space & common workshop space, situated on the Ground Floor & Basement of the building known as Soham Mansion, bearing No-4-187/3 & 4, situated at M. G. Road, Secunderabad -500 003 having a super built area of about 3,935 sft. on the ground floor and 1300 sft. of super built-up area in the Basement floor, from the HIRERS. At the request of the HIREE, the HIRERS 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 HIRERS.

NOW THIS DEED WITNESSETH AS UNDER:

1. The HIREE shall pay amenities charges as per the table given below apart from and along with the rent payable.

Period (Months)	Total Amenit Charges	Amenities charges Payable to in favour of:						
		HIRER No. 1	HIRER No. 2	HIRER No. 3	HIRER No. 4	HIRER No. 5		
May'03 Oct'03	Rs. 30,000/-	Rs. 20,625/-	Rs. 2,343.75/-	Rs. 2,343.75/-	Rs. 2,343.75/-	Rs. 2,343.75/-		
Nov'03 Jan'04	Rs. 34,000/-	Rs. 23,375/-	Rs. 2,656.25/-	Rs. 2,656.25/-	Rs. 2,656.25/-	Rs. 2,656.25/-		
Feb'04 April'04	Rs. 40,000/-	Rs. 27,500/-	Rs. 3,125/-	Rs. 3,125/-	Rs. 3,125/-	Rs. 3,125/-		
May'04 April'05	Rs. 42,400/-	Rs.29,150/-	Rs. 3,312.50/-	Rs. 3,312.50/-	Rs. 3,312.50/-	Rs. 3,312.50/-		
May'05 Apr'06	Rs. 44,944/=	Rs. 30,899/=	Rs. 3,511.25/=	Rs. 3,511.25/=	Rs. 3,511.25/=	Rs. 3,511.25/=		

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For Whom.

STAMP VENDOR No: 13/97 R No: 1/2003 5-4-76/A Chliar, Raniguni SECUNDERABAD - 500 003.

- 2. The HIREE shall enhance the amenities charges by 6% compounded at the end of every
- 3. The HIREE shall pay the amenities charges for each month on or before the 7th day of the succeeding month to the HIRERS.
- 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 HIRERS 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 @ Rs. 0.50 per sft. for the ground floor and basement per month to the HIRERS, or to any other party/agency/association that the HIRER 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 for common areas.
- 4) Provision of windows and doors.
- 5) Provision of toilets.
- 6) Provision of electric power connection.

7) Provision of common parking for cars & scooters.

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

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DEPOSIT AGREEMENT

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LEELA G. CHIMALGI STAMP VENDOR L. No: 13/97, R. No: 1/ 8-4-76/A. Cellar, Ramas . j SECUNDERABAD - EUU UNE.

THIS AGREEMENT FOR PAYMENT OF SECURITY DEPOSIT is made and executed on this the 13th day of April 2004 between:

Shri Satish Modi, S/o. Late Manilal C. Modi, aged 60 years, Occupation: Business, residing at Plot No. 280, Jubilee Hills, Hyderabad – 500 034 hereinafter jointly referred to as the "LESSOR" which term shall mean and include whenever the context may so require its successors-in-interest);

AND

M/s. Metal Creek Motors, rep. by its Proprietor Mr. Krishna Prasad Immanni, S/o. Sri I. Seshagiri Rao, aged 27 years resident of Plot No. 115/A, Hanumanji Co-operative Society, Brig Syed Road, Tad bund, Secunderabad, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-ininterest);

WHEREAS the LESSOR is the absolute owner of the showroom space on the ground floor admeasuring about 2,835 sft. of super-built-up area and in the basement floor admeasuring 1,300 S.ft of super built-up area in the building known as Soham Mansion, bearing Nos. 5-4-187/3 & 4, situated at M. G. Road, Secunderabad - 500 003. (hereinafter collectively referred to as "the Leased Premises"). The LESSEE has requested the LESSOR to grant on lease the above said Leased Premises and the LESSOR agreed to give on lease on the terms and conditions specified in the lease agreement dated 13th April 2004.

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AND WHEREAS in furtherance of the said Lease Agreement, the LESSEE has agreed to deposit with the LESSOR a sum of Rs.4,95,000/- (Rupees Four Lakhs Ninty Five Thousand only) as and by way of security deposit (hereinafter refererred to as "the said deposit") on the terms and conditions hereinafter mentioned.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- 1. The LESSEE has, on or before the execution of this Agreement, deposited with the LESSOR the said deposit as an interest-free security deposit which shall remain deposited with the LESSOR during the subsistence and operation of the said Lease Agreement and the renewal, if any, thereof.
- 2. This Agreement shall remain in force upto the date on which the said Lease Agreement or any renewal thereof expires by efflux of time or until the said Lease Agreement or its renewal is, earlier determined or terminated as provided therein or comes to an end for any reason whatsoever.
- 3. The LESSOR hereby further agrees, undertakes with the LESSEE that during the subsistence of this Agreement and upon the LESSEE performing and observing the terms and conditions of this Agreement and Lease Agreement, the LESSOR shall not, in any way, hinder or obstruct the LESSEE in the use and enjoyment of the leased premises.

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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(RATIESH KRISHNA)