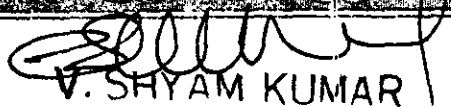




2864 2/2/95 100-
 PAID TO H.K. Rese - Hyd
 FOR H.S. Rese & Hyd
 FOR WHOM Sourabh Modi
 A Satish Modi. Hyd

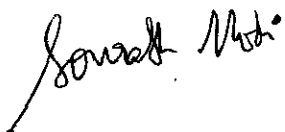

 V. SHYAM KUMAR
 Stamp Vender L. No. 8/93 Moula-Ali,
 44-326, Rangareddy Dist.

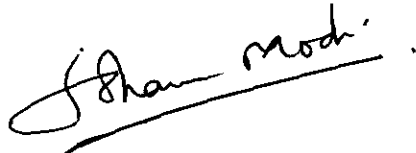
AGREEMENT

This Agreement made and executed on this the 6th day of February, 1995 at Secunderabad by and between;

1. Shri Soham Modi S/o. Shri Satish Modi aged about 25 years R/o 1-8-165, S.D. Road, Secunderabad - 500 003.
 (Hereinafter referred to as party of the First Part)
 2. Shri Sourabh Modi S/o. Shri Satish Modi aged about 23 years R/o. 1-8-165, S.D. Road, Secunderabad - 500 003.
 (Hereinafter referred to as party of the Second Part)
- And
3. Shri Anil Jaikishan Rupani., Son of Shri Jaikishan Motiram Rupani, aged about 24 years, R/o 201, Balaji Nivas Apartments, 1-8-142/143, Prenderghast Road, Secunderabad - 500 003.

(Hereinafter referred to as Party of the Third Part).









2865 2/2/95 100-
G.K. Rao
G.S. Rao & H.K.
Sourabh Modi
N. Satish Modi, H.K.

V. Shyam Kumar
V. SHYAM KUMAR
Stamp Vender L. No. 8/93 Moula-Ali,
44-326, Rangareddy Dist.

The expressions 'Party of the First Part', 'Party of the Second Part' and 'Party of the Third Part' shall mean and include unless it is repugnant to the content his/her legal heirs, administrators, executors, assignee(s), nominee(s), representative.

WHEREAS:

1. The parties of the First Part and Second Part are the absolute owners of the Property measuring about 350 Sq. ft. + 80 Sft. of Mazzanine floor (225 Sq. ft., on the Eastern side exclusively belongs to Soham Modi and 125 Sq. ft. + 80 Sft. of Mazzanine floor on the Western side exclusively belongs to Sourabh Modi) of the ground floor of Modi House bearing Municipal No. 1-10-72/2/3, and 1-10-72/2/3/A, Begumpet, Hyderabad - 500 016, more particularly described at the foot of this document and shown in detail in the plan annexed hereto hereinafter referred to as Demised Portion.

Sourabh Modi

Soham Modi

V. Shyam Kumar



207 P - J. 2 75 - 100.00

Solomon

- Impromentum &
Sonsabir Modi
& Satish Modi &c

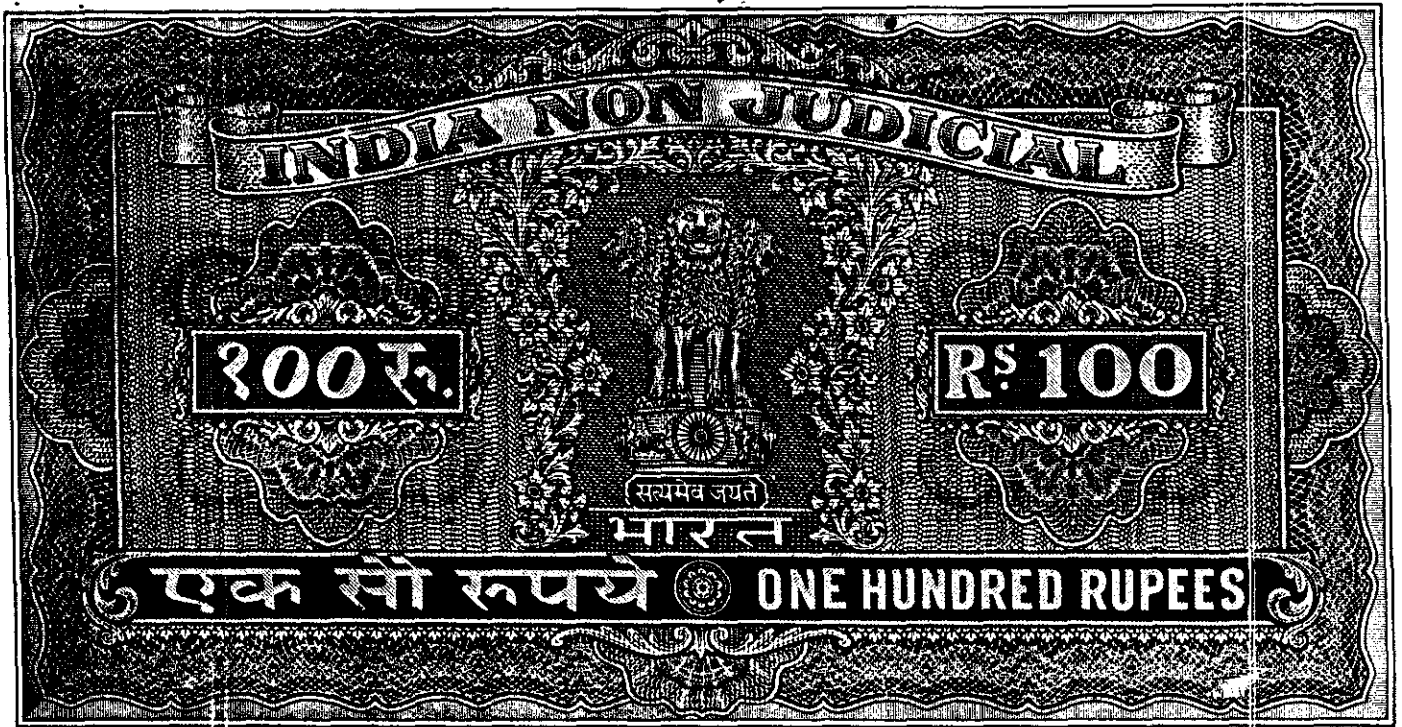
P. Rama
P. Rama
No. 1/1000
BHOIGUDA
SRIKANTHAPURAM

2. The party of the Third part has taken on lease the said Demised Portion from parties of the First Part and Second Part on various terms and conditions agreed upon under Lease Agreement dated 06/02/1995
3. The Party of the First Part and Second Part, at the request of Part of the Third Part, have agreed to given an option to the party of the Third Part to purchase the demised portion any time during the continuance tenancy on certain terms and conditions.
4. The parties hereto are desirous of reducing the terms and conditions agreed upon into writing.

Sonsabir Modi

S. Rama Modi

d. Rama



3029-2295-100.00

Solomon's
- Imperator's

Solomon's
Saurabh Modi's

Rama
RAMA SURESH
Sole Vendor
No. 111, Old Market
Sector 10, Badli
Sec 10, Badli

Saurabh Modi & Co

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. That the parties of the first part and second part have agreed to give an option to party of the third part to purchase the demised portion any time during the continuance of tenancy agreement dated 06/02/1995 for a consideration of Rs. 9,90,000/- (Rupees Nine Lakhs ninety thousand only).
2. The Lease Agreement dated 06/02/1995 shall be further renewed for a period not less than 11 years on same terms and conditions contained therein
3. That the party of the Third Part can either exercise the option to purchase in his own name or in the name or his nominee(s), assignee(s) exact by on same terms and condition as per agreement with the lessors.

Saurabh Modi

Sohan Modi

[Signature]

100Rs.



2560 6.295 140.00

2560

2560

2560

Y. S. R. Mehta
Y. Chanchelwar

Shamirh Modi
Sartish Modi &

[Signature]
 P. LAKSHMI SUBBALINGAM
 NOTARY PUBLIC
 25/11/1999
 100/100/100
 ANDHRA PRADESH
 HYDRABAD-A. P.

4. That in the event the party exercises option to purchase, the security deposit of Rs. 5,00,000/- (Rupees Five Lakhs Only) paid under Lease Agreement dated 06/02/1995 shall be adjusted towards the total consideration of Rs. 9,90,000/- (Rupees Nine Lakhs ninety thousand only) and will be considered as part payment towards the purchase of this property, hence in event of purchase the lessee shall pay the only the balance amount of Rs. 4,90,000/- (Rupee Four lakhs ninety thousand only).

5. In case Mehta & Company on any other third party other than the lessor wins legal claim on title to the aforesaid premises, the lessee will oblige the lessor by vacating the premises, holding the both parties of the first part and the second part, jointly and severally responsible and liable for the following

- i) Repayment of Security Deposit of Rs. 5,00,000/- (Rupees Five Lakhs only).
- ii) Rs. 30,000/- (Rupees thirty thousand only) as additional compensation
- iii) Reimbursement of cost of furniture put up by the party of the third part.

[Signature]
Shamirh Modi

[Signature]
Sartish Modi

[Signature]
P. Lakshmi Subbalinga

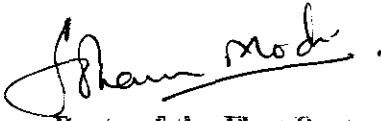
The first party and second party assure the third party and undertakes to indemnify the third party against all losses, damages that may accrue on account of any defective title in favour of first and second party and third party is dragged in to the court or sustains any loss towards expenses for defending the cases, the same shall be reimburse to the to the third party in full by the first and second party jointly and severally.

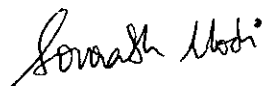
- 6 That the parties of the First Part and Second Part shall execute and do all that is necessary for registration of the property in favour the party of Third Part and/or his/her nominee(s)/assignee(s)
- 7 Registration charges, stamp duty and other expenses should be borne by the third party.

In witness whereof the Parties of the First, Second and Third Parts have signed these presents on the date and place mentioned above.

WITNESSESS:

1. Rupali (DEEPAK RUPANI)
2. Satish modi (SATISH MODI)


Party of the First Part.


Party of the Second Part.


Party of the Third Part.