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## **SERVICES AGREEMENT**

THIS AGREEMENT FOR SERVICES is made on this 24th day of October, 2007

#### **BETWEEN**

M/S MODI PROPERTIES AND INVESTMENTS PRIVATE LIMITED, a Private Limited Company registered under the Companies Act, 1956, and having its registered office at 5-4-187/3 & 4, 2<sup>nd</sup> Floor, Mahatma Gandhi Road, Secunderabad- 500 003 referred to as "the Contractor", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs administrators and legal representatives) of the First Part;

I involut requestigs & Investments Pvt. Ltd.

Managing Director

FOR HDFC BANK LTD.

Authorised Signatory



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No. 102 (2000)

AND

**PRAMOD MODI,** Son of late Mr. Manilal C. Modi residing at 1 –8 –165, Prenderghas<sup>†</sup>Road, Secunderabad, hereinafter referred to as " **Confirming Party** " (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, administrators and legal representatives) of the Second Part;

AND

HDFC BANK LTD., a Banking Company registered under the provisions of the Companies Act, 1956 and having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400013, hereinafter referred to as "the Bank" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Third Part;

Lor Modi Properties & Investments Pgt. Ltd.

Managing Director.

FOR HOFC BANK LTD.

Authorised Signatory

### WHEREAS;

- (i) The Contractor / Confirming Party and the Bank have entered into a Lease agreement of even date, (hereinafter referred to as " the Lease Agreement ") whereby the Contractor (therein referred to as the Lessor) and the Confirming Party have granted a lease in favour of the Bank (therein referred to as the Lessee) to use and occupy the premises situated at Ground Floor, Usha Kiran Complex, Sarojini Devi Road, Secunderabad admeasuring an aggregate of 2764 sq. ft. area, hereinafter referred to as "the said premises".
- (ii) The Bank has requested the Contractor to provide certain services and the Contractor has agreed to provide the same on the terms and conditions hereinafter appearing:

#### NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

#### **OBLIGATIONS OF THE CONTRACTOR / CONFIRMING PARTY**

- 1. The Contractor / Confirming Party hereby agrees to provide to the Bank, and the Bank hereby agrees to avail of the following services from the Contractor:
  - a. To maintain clean surroundings in the precincts of the said premises and to keep the courtyard and the backyard of the said premises clean.
  - To ensure continuous supply of power and water at all times. To provide separate meter for electricity and water connection and to allow, at all times, access to the electricians and other persons to the respective meters for repairs and maintenance.
    - c. To allow fixing of Junction box/cables for telephone lines and to allow access to the same for the Telephone Company's employees / representatives at all times.
    - d. To provide adequate drainage facilities.
    - e. To provide the facility of parking of vehicles of the customers / employees of the Bank at all times in the precincts of the said premises.
    - f. To arrange for disposal of garbage from the said premises on daily basis.
    - g. To arrange for the adequate lighting in the compound of the said premises so as to facilitate access to the employees and customers of the Bank.
    - h. To maintain at all times, the surroundings of the said premises by proper gardening in the compound area .

### **OBLIGATIONS OF THE BANK**

2. The Bank shall, in consideration for the above services pay to the Contractor a sum of Rs. 84,025 /- (Rupees Eighty Four Thousand and Twenty Five Only) per month payable on or before 10th day of each subsequent calendar month for which it is due from time to time by way of direct credit into the Contractor's Bank Account maintained with the Bank and or any new/separate account opened with the Bank for above purpose which shall constitute as valid and effectual discharge of the payment obligations of the bank to the Contractor under this agreement.

The aforesaid service charges shall be paid in favour of the Lesson up to 32 and 2010 only and with effect from 1<sup>st</sup> April, 2010 the rentals will be paid in an account to Confirming Party."

The aforesaid service charges shall be enhanced by 8% every year

For Modi Properties & Investments Pvt. Ltd

Managing Director

For HDFC BANK LTD.

Authorised Signatory

## **DURATION OF THE AGREEMENT**

3. This agreement shall be valid for a period of 9 years from the date hereinabove mentioned. This agreement shall be co-extensive and co-terminus with the Lease Agreement of even date.

# MISCELLANEOUS.

(Witness)

4. The provisions of this Agreement are always to be read and construed in conjunction with the provisions of the said Lease Agreement of even date entered into between the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their hands to this writing (in duplicate), on the day and year first hereinabove written.

SIGNED AND DELIVERED  by the withinnamed  Contractor, M/s Modi Properties & Investments  Private Ltd through the hands of  Mr (Witness)	For Moch Properties & Investments Pvt. Ltd.
SIGNED AND DELIVERED by the withinnamed Confirming Party, Mr. Pramod Modi in the presence of :	}
SIGNED AND DELIVERED by the withinnamed Bank, HDFC Bank Limited through the hands of: )	For HDFC BANK LTD.  Authorised Standary
Mr. C S Gopinath	