

100Rs.



Sl. No. 1849 28/1/2000 No. 100/76492
Sold to Pramod Chandra Modi S/o Manilal C. Modi R/o Secbad
for Witness
AP. 28-11
K. RADHA
ST. MP VENDOR L.No 30/93 R L No. 20/98
11-3-1141, GOKUL NAGAR,
HYDERABAD.

LEASE DEED

This **LEASE DEED** is made and executed at Hyderabad on this 10th day of February 2000 between:

Mr. Pramod Chandra Modi S/o. Late Shri. Manilal C. Modi R/o. H. No.1-8-165, P. G Road, Secunderabad – 500 003, hereinafter referred to as LESSOR (which expression shall unless repugnant to the Law or expressly excluded by context be deemed to be and to include his heirs, legal representatives, successors and assignees) of the FIRST PART

AND

M/s. J T Mobiles Limited, a company registered under Companies Act, 1956 having its Registered Office at 6-3-1090, T Subbarami Reddy Towers, Rajbhavan Road, Somajiguda, Hyderabad 500 082, represented by its authorised representative Mr. Ravi Prasad Rao, Deputy General Manager (Technical) hereinafter referred to as LESSEE (which expression shall unless it be repugnant to the Law or otherwise expressly excluded in the context thereof be deemed to include the successors and assignee) of SECOND PART

PPR Radha

WHEREAS the LESSOR is the bonafied owner of the building known as "USHA KIRAN COMPLEX" bearing No.1-8-179/2, situated at S. D. Road, Secunderabad - 500 003, hereinafter referred to as the "said premises" by virtue of a sale deed dated 07/05/1964 executed by Late Mr. Manilal C. Modi in his favour

WHEREAS the LESSOR is absolutely seized and possessed of or otherwise well and sufficiently entitled to the demised premises

AND WHEREAS the LESSEE is desirous of taking a portion of the roof top space including the easement rights over the staircase, approach passage which is necessary for the enjoyment of the said premises on lease for the use of installation of its telecommunication equipment as detailed hereinafter and LESSOR has agreed to grant the same to the LESSEE for the installation of the telecommunication equipment of the LESSEE on the terms and conditions hereinbelow mentioned:

AND WHEREAS the parties hereto are desirous of reducing the terms and conditions of the Lease into writing

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

A. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

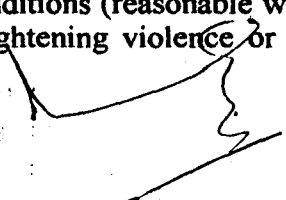
1. To pay monthly rent and amenities charges of Rs. 10,000/- (Rupees Ten Thousand Only) of which Rs. 3,000/- is towards monthly rent and Rs. 7,000/- is towards amenity charges (for the provision of amenities like electricity meter, water, lift, etc.), hereby reserved on or before 10th day of each English Calendar Month. This monthly rent shall be paid subject to deduction of tax at source as stipulated by any law at the relevant time.
2. That all the payments to be made by the LESSEE in respect of this Lease Deed shall be made only by separate cheques payable at Hyderabad favouring the LESSOR.
3. This Lease shall commence from 01/03/2000 or from the date of possession whichever is later and shall remain in force for an initial period of fifteen (15) years.
4. The LESSEE has agreed to maintain an interest free refundable security deposit amount equivalent to 6 month rent aggregating to Rs. 60,000/- (Rupees Sixty Thousand Only) during the tenure of lease. The total security deposit be refundable through cheque by the LESSOR to the LESSEE simultaneous on the handing over of the vacant possession of the demised premises after deducting all the dues, if any of the said demised premises in consonance with the covenants of the Lease Deed.

Provided that in case the LESSOR fails to refund the security deposit amount to the LESSEE on the date of handing over of the vacant possession, the LESSEE shall be entitled to an interest @ 24% per annum on the security deposit amount from the effective date of termination or expiry of the Lease period, whichever is earlier till the date of actual payment. Further the LESSEE shall be entitled to retain possession of the demised premises without payment of any rent till the date of refund of the security deposit amount along with interest.

The LESSEE shall have the right to get the amount of Security Deposit adjusted against the rent payable during the notice period.

5. Not to sublet, assign or otherwise part with the possession of either a part or the whole of the said demised premises without the previous permission in writing of the LESSOR. However, the above clause shall not apply to the sister concerns and associate companies of the LESSEE.
6. To keep the said demised premises in good repair and conditions (reasonable wear and tear and damages by fire, earthquake, flood, tempest, lightning violence or by any other Act of God expected).

PPR Secunderabad



7. To abide by the bye-laws & regulations of the Local Authorities including Municipal Corporation of Hyderabad or any other Local/State regulating authority in relation to the demised premises.
8. Not to make any additions or alterations of permanent nature in the demised premises without the prior written consent of the LESSOR. However, the LESSEE shall be entitled to make temporary changes necessary for the administrative and commercial requirement of the LESSEE in relation to the premises.
9. To permit the LESSOR to enter into and upon the demised premises at all reasonable times with previous notice (except in an emergency) to the LESSEE for the purpose of inspecting the conditions of the demised premises.
10. To hand over the demised premises at the end of termination of the said Lease unless the Lease is renewed at the option of the LESSEE together with all the LESSOR's fittings and fixtures (save only such as the LESSEE is entitled to remove as hereinafter provided) in such order and conditions as is consistent with the covenants and conditions on the part of the LESSEE herein contained.

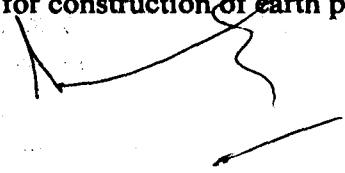
B. THE LESSOR HEREBY COVENANTS WITH LESSEE AS FOLLOWS:

1. The LESSOR shall allow the LESSEE to consume electricity from existing electric connection of the LESSOR. The LESSEE shall pay the charges for consumption of electricity consumed in or upon the demised premises as per the actual consumption based on readings in the sub-meter at the prevailing rates of the A P TRANSCO starting from the date of execution of the lease or the date of possession of the demised premises whichever is later.

The LESSEE shall pay the additional consumption deposit or any other charges or deposits that may be levied from time to time by A P TANSKO or any other related department.

2. To maintain all amenities for the said demised premises such as staircases, passages, electric wires, cables and meter, etc., in clean and working order and condition at his own cost.
3. To allow the LESSEE the quiet possession and enjoyment of the demised premises during the period of the lease or any extension hereof without any interruption and disturbances.
4. The LESSOR hereby represent and covenants that it is fully entitled to execute this lease and will always hold the LESSEE free and harmless of any demands, claims, etc., or proceedings by others in respect of the quiet possession and enjoyment of the said demised premises and in case any loss is suffered by the LESSEE due to this reason, the same shall be duly compensated by the LESSOR.
5. On the condition that the LESSEE continue to pay the rent hereby reserved and observe and perform the several covenants of their part herein contained, they shall peacefully & quietly hold and enjoy the premises during the said terms without any interruption and disturbance by the LESSOR.
6. The LESSEE will have the authority to install Cellular Tower on the terrace with exclusive right of ingress and egress including the right to use the existing lift and to bring down the cable connections to the generator installed in the ground/cellar of the complex the LESSOR shall provide the cable space for taking line from the ground to the terrace for connecting the equipment, cellular tower etc and for putting the light on the tower.
7. The LESSEE shall provide lightening conductor in the schedule building so that the building of the LESSOR is not affected by the installation of the cellular Tower on the terrace. The LESSOR has to provide space in the ground for construction of earth pits.

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- C. IT IS FURTHER AGREED BY AND BETWEEN THE LESSOR AND LESSEE AS FOLLOWS:
1. That the LESSOR shall permit the LESSEE to put up a portable cabin, install telecommunication equipment, install two 1.5 Ton AC (Wall mounted) radio transceiver tower and setting up of 15KVA DG set or such other facilities as may be required for the aforesaid premises from time to time in consonance with the purpose of lease provided they are within the permitted usage of the demised premises as per the building bye-laws. However, all the renovation & civil work in the room & other such installation work shall be carried out the LESSEE at its own cost.
 2. That the LESSOR shall allow the LESSEE to install and run its 15KVA Diesel Generator set if there is a failure of main power supply.
 3. The Lease shall be for a period of 15 years commencing from 01/03/2000 or from the date of possession whichever is later subject to increase by 5% ~~rent~~ on the last rent & amenities charges paid after every year on the terms and conditions as are herein contained. The Lease can however be renewed on mutually agreed terms and conditions as to rent, etc., between the LESSEE and LESSOR beyond a period of 15 years.
 4. If the LESSEE intend to terminate the lease prior to the completion of lease period they can do so by giving 6 (Six) months written notice to the other party.
 5. The LESSEE shall keep indemnified the lessor only to the extent of Public Liability Insurance Policy obtained by the LESSEE against any losses occasioned to the building or any person owing to any mishap/accident pertaining to such telecommunication tower/antenna owing to any negligence attributable to the LESSEE, act of God being excepted.
 6. The LESSOR shall make prompt payment of Property Tax or any other taxes relating to the property. However, in case, any property tax or any other taxes relating to the property are in arrears, the LESSEE shall be entitled to authorities concerned directly, without recourse to the LESSOR in case a demand/notice in that regard is made on the LESSEE by the authorities and the amount so paid to the authorities shall be adjusted against the rent payable by the LESSEE to the LESSOR.
 7. In case the demised premises is transferred by the LESSOR to a prospective buyer or family transfer takes place during the tenure of this Lease and in that event the terms of this deed will be observed by the LESSEE and the Buyer(s)/Transferor(s). This condition shall always be included in the document of transfer between the LESSOR and the Buyer(s)/Transferee(s). Consequently the LESSEE will pay rent to the Buyer(s)/Transferee(s) and the new LESSOR concerned shall perform all the covenants and conditions contained hereinabove. This deed will be accordingly endorsed in favour of the Buyers(s)/Transferee(s) and in case the Transferee(s) does not agree for this and as a consequence any loss is suffered by the Lessee, the same shall be made good by the LESSOR.
 8. The lessor shall allow the employees of the LESSEE to make visits to the leased out premises to inspect the telecommunication equipment and radio tower/antennas, at all times without any hindrance or restrictions.
 9. That the Hyderabad Courts shall be competent court of jurisdiction in case of any dispute that may arise in respect of demised premises.
 10. That the LESSOR shall not allow any similar Cellular Antenna System or other telecommunication installation in this premises which may have the effect of frequency interference of any kind with the LESSEE Cellular installation put up in the demised premises.
 11. This lease deed will registered by the LESSEE within 60 days after getting clearances from legal department of the LESSEE and expenses will be borne by the LESSEE in full.

Handwritten signature: B. Baladara

Handwritten signature

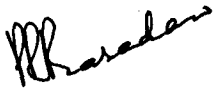
In witness whereof, both the parties have executed their presents on the Day, Month and Year first above written.

For J T MOBILES LIMITED

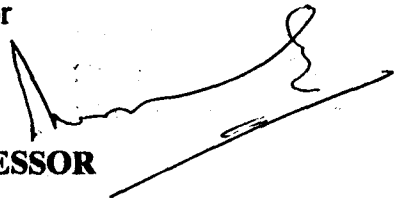
For

LESSEE

LESSOR



P Ravi Prasad Rao
Deputy General Manager



PRAMOD MODI
Name & Designation (owner)

WITNESSES:

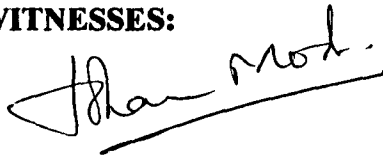
1.

2.

WITNESSES:

1.

2.



SCHEDULE "A" PROPERTY

All that space of the terrace over the third floor admeasuring about 650 sft. (Six Hundred and Fifty sft.) to erect Cellular Tower of required height and to keep a container of the LESSEE, on the building known as "USHA KIRAN COMPLEX", bearing No. 1-8-179/2, situated at S. D. Road, Secunderabad – 500 003, and bounded by:

North By	:	
South By	:	
East By	:	
West By	:	

SCHEDULE "B" PROPERTY

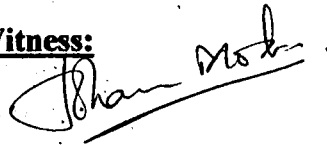
All that space of about 200 sft. in the Basement floor for installing 15 KVA Generator and providing grill around by the LESSEE in the premises known as "USHA KIRAN COMPLEX", bearing No. 1-8-179/2, situated at S. D. Road, Secunderabad – 500 003, and bounded by:

North By	:	
South By	:	
East By	:	
West By	:	

In witness whereof this Lease Deed is executed on the day, month and year above mentioned.

Witness:

1.



2.



(LESSEE).

(LESSOR).