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**LEASE AGREEMENT**

THIS AGREEMENT is made on this the 14<sup>th</sup> day of July 1997;  
BETWEEN

M/s. Modi Properties & Investments Pvt Ltd having its registered office at 5-4-187/3 & 4, II floor Soham Mansion, M. G. Road Secunderabad - 500 003. represented by its Director Mr. Sourabh Modi S/o. Satish Modi (hereinafter referred to as the "LESSOR", which term shall mean and include whenever the context may so require its successors-in-interest)

AND

M/s. GODREJ PACIFIC TECHNOLOGY LTD, Registered under Section 21 of Companies Act 1956, having its registered office at Plant 19A, Pirojahanagar, Vikhorli, Mumbai - 400 079, represented by its Chief Executive Officer, Mr. Shailender Gupta, hereinafter referred to as the "LESSEE", (which term unless repugnant to the context mean and include its successors in office, legal representatives, administrators).

Whereas under an Agreement dated 26<sup>th</sup> October 1995, the LESSOR is authorised to sub-lease a portion of building consisting of a part of the Ground floor of "Usha Kiran Complex" admeasuring 5000 Sft more particularly described at the foot of this document.

For GODREJ PACIFIC TECHNOLOGY LTD.

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*Shailender*  
CHIEF EXECUTIVE OFFICER

For Modi Properties & Investments Pvt. Ltd.

*Sourabh Modi*  
Director.

WHEREAS the **LESSEE** herein has expressed its desire to take on lease a portion of 2100 Sft in the above said building (hereinafter referred to as the **Scheduled Property**) from the **LESSOR** and the **LESSOR** having agreed to lease the same, this Agreement is entered into on terms and conditions set forth as follows:

1. The **LESSOR** shall lease and the **LESSEE** shall take on lease the **Scheduled Property** on a monthly rent (inclusive of Municipal Taxes) of Rs. 22,050/- ( Rupees Twenty Two Thousand And Fifty Only) (Rs. 13,250/- towards rent and Rs.8,800/- towards general amenities charges) and the lease shall commence with effect from **1<sup>st</sup> August 1997**.
2. The **LESSEE** has paid this day a sum of Rs. 1,32,300/- (Rupees One Lakh Thirty Two Thousand Three Hundred Only) as interest free deposit to the **LESSOR** at the time of entering into this Agreement. The said deposit shall be refunded to the **LESSEE** by the **LESSOR** after handing over the vacant possession of the **Scheduled property** in a good and tenantble condition and subject to such legally permissible deductions if any at the time of delivery of possession to the **LESSOR** by the **LESSEE**.
3. The period of Lease shall be for 9 (Nine) years. However, after the expiry of every year, there shall be an increase of 7% on the then existing monthly rent.
4. The **LESSEE** shall pay to the **LESSOR** the monthly rent of Rs. 22,050/- (Rupees Twenty two Thousand And Fifty Only) in advance on or before 5<sup>th</sup> of every month
5. The **LESSEE** shall pay to the **LESSOR** the first six months rent of Rs. 1,32,300/- (Rupees One Lakh Thirty Two Thousand And Three Hundred Only) in advance .
6. The **LESSEE** has agreed to pay electricity and water charges consumed by the **LESSOR**.
7. **LESSEE** shall not sub-let or assign the tenancy rights in favour of any third party without obtaining the permission in writing of the **LESSOR**, which permission, however, the **LESSOR** agree shall not be unreasonably withheld. Provided further that in case of subletting/ assignment of the tenancy rights of the **LESSEE** in favour of its sister concerns it shall not be required to be permitted in writing by the **LESSOR**.
8. That the **LESSEE** shall keep and maintain the **Scheduled Property** in good condition and repair subject to normal wear and tear, on expiry of the Lease Period, the **LESSEE**

**For Medi Properties & Investments Pvt. Ltd.**

GODREJ PACIFIC CORPORATION LTD.

Shilpa  
EXECUTIVE OFFICER

Page 2. / lease agreement of godrej pacific Director.

James M. M.

shall deliver vacant possession of the **Scheduled Property** to the **LESSOR**, on the **LESSOR** simultaneously refunding the interest free deposit of Rs.1,32,300/- (Rupees One Lakh Thirty Two Thousand Three Hundred only) after deducting such legally permissible amount if any at the time of delivery of possession.

9. The **LESSOR** or their authorised representatives shall be entitled to enter upon the **Scheduled Property** and inspect the same during day time, to satisfy themselves that the **Scheduled Property** is used in accordance with the terms of the Lease. However such entry will be made with prior intimation at mutually agreed time and accompanied with Lessee's designated representative.
10. On termination of the period of Lease, the **LESSEE** shall deliver back the possession of the **Scheduled Property** to the **LESSOR** in the same condition in which it was let out, subject only to changes caused by natural wear and tear and if the **LESSEE** with the consent of the **LESSOR** effects any partition, it shall be done at its own cost and the **LESSEE** will be at liberty to remove such partition at the time of delivery of vacant possession on expiry of Lease period.
11. The **LESSOR** covenant with the **LESSEE** that the **LESSEE** on paying the rents hereby reserved shall be entitled to the peaceful possession and quiet enjoyment of the **Scheduled Property** during the period of Lease.
12. In the event of the **LESSEE** failing to pay the rents consecutively for a term of two months or committing breach of any other term of the Lease, the **LESSOR** shall be entitled to terminate the Lease provided the **LESSOR** first give to the **LESSEE** a notice in writing of such breach and the **LESSEE** fails to rectify the breach within one month of the receipt of such notice.
13. Notwithstanding anything contained here in before, the **LESSEE** may terminate this Agreement after giving three month's notice to the **LESSOR**.

**SCHEDULE OF THE PROPERTY**

A portion of the ground floor admeasuring 2,100 sft of the building "**USHA KIRAN COMPLEX**" situated at Sarojinidevi Road, Secunderabad bearing Premises No.1-8-165 to 179 bounded on the :-

FOR GODREJ PACIFIC TECHNOLOGY LTD.

*Shaitande*  
CHIEF EXECUTIVE OFFICER

For Modi Properties & Investments Pvt. Ltd.

*Sanjay Moh*  
Director

**NORTH:** 40 ft wide road  
**SOUTH:** Premises Occupied by M/s. Vorin Laboratories  
**EAST:** Premises occupied by M/s. I. G.A Banaras South Asia  
**WEST:** LIC Building

IN WITNESS WHEREOF, the **LESSOR** and the **LESSEE** above named have affixed their signatures to this Agreement of Lease on the day, month and year above written.

**For Modi Properties & Investments Pvt. Ltd.**

**WITNESSES:**

**LESSOR.**

*Sumit Modi*  
Director

1.

*G. KAWAKARAO*

2.

*Shailender*

**LESSEE**

**(SHAILENDER GUPTA)**

**CHIEF EXECUTIVE OFFICER**

**For And On Behalf Of M/s. Godrej Pacific Technology Ltd**

## ADDENDUM TO THE LESSEE AGREEMENT

This Addendum to the Lease agreement entered into between M/s. Modi Properties & Investments Pvt Ltd and Mr. Pramod Chandra Modi, Hyderabad (hereinafter jointly referred to as "LESSOR") and Tech Pacific (India) Limited (hereinafter referred to as "LESSEE") dated 1<sup>st</sup> May 2000, is entered into on this 14<sup>th</sup> February 2004.

Both the parties have agreed to the following, which forms part of the Agreement entered into between them.

1. The scheduled premises referred to in clause A of this agreement be replaced and read as under – a portion of ground floor admeasuring 1775 square feet forming part of the building known as Usha Kiran Complex, situated at S D Road, Secunderabad – 500 003, hereinafter referred to as "Scheduled Premises".

2. Clause 1. Term: The term of this agreement be substituted and read as under –

The LESSOR hereby permits the LESSEE to use and occupy the Leased premises and the LESSEE hereby agrees to use and occupy the leased premises for a period of five (5) years commencing with effect from 01.03.2004 to 31.05.2009.

3. Clause 5 – Lease Rents:

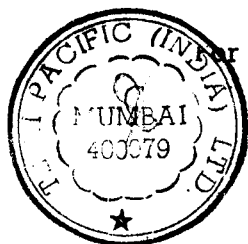
The said clause of the agreement be substituted and read as under: -

The Lessee agrees to pay the LESSOR an aggregate rent per month or part thereof as laid below, after deduction of Income tax at source as provided under the Income Tax Act, 1961 and the rules made thereunder –

PERIOD	Rent Per Month
01.03.2004 – 31.07.2004	Rs.5,817.00
01.08.2004 – 31.07.2005	Rs.6,224.00
01.08.2005 – 31.07.2006	Rs.6,660.00
01.08.2006 – 31.07.2007	Rs.7,126.00
01.08.2007 – 31.07.2008	Rs.7,625.00
01.08.2008 – 31.05.2009	Rs.8,159.00

4. Clause 9 - Security Deposit: The said clause be substituted and read as under --

i) The LESSEE shall deposit and keep deposited with the LESSOR during the validity of this agreement an amount of Rs.1,67,814/- (Rupees One Lac Sixty Seven Thousand Eight Hundred Fourteen Only) free of interest. The said deposit amount i.e. Rs.1,67,814/- shall be adjusted by the LESSOR out of the security deposit amount of Rs.2,65,074/- kept by the LESSEE with the LESSOR for the original lease premises. The Balance of the Security deposit Rs.97,260/- (i.e Rs.2,65,074 – Rs.1,67,814) is returned by the LESSOR to the LESSEE vide demand draft bearing no. 203323 dated 03/03/04 drawn on HDFC Bank Ltd. (bank)



For Modi Properties & Investments Pvt. Ltd.,

*Pramod Modi*  
Managing Director

For Tech Pacific (India) Ltd.,

*[Signature]*  
Branch Manager.  
3/3/04

*True copy to*

ii) The LESSOR hereby undertakes to pay the entire amount of Deposit of Rs.1,67,814/- as mentioned in (i) above without any interest to the LESSEE on the LESSEE vacating the leased premises due to determination of the Licence or its earlier termination as provided in this agreement. If however the LESSOR fails to pay the amount on the day as aforesaid interest @ 18% per annum on the Security Deposit shall be payable by the LESSOR from the effective date of the termination of the lease upto the date of actual payment. The LESSEE shall also be entitled to occupy the Licenced premises without paying any rent for such period till such time as the Deposit with interest as mentioned above is paid in full.

5. After Clause 9, the following be added as – Clause 9A titled –  
**'PART VACANT':**

- (a) The Lessor agrees and undertakes to pay to the Lessee the amount of Security Deposit proportionate to the area of the premises vacated, without any interest to the Lessee, immediately on the day of part vacation of the said premises.
- (b) In case the Lessor fails to make the payment of Security Deposit for the part of the premises vacated by the Lessee as laid under sub-clause (a) above, the Lessor shall be entitled to pay interest @ 18% per annum on the said Security Deposit from the date of part vacation of the said premises.
- (c) The Lessee Shall be entitled to adjust the interest amount payable by the Lessor as mentioned in sub-clause (b) above, against the lease rent payable towards the portion of the premises occupied by the Lessee.

6. All other terms and conditions laid in this agreement shall remain unchanged.

**IN WITNESS WHEREOF** the parties to this Agreement have executed these presents ( in duplicate) on the day and the year first hereinabove written.

**SCHEDULE OF THE PROPERTY**

The schedule property is a portion of the ground admeasuring 1,775 sq ft. in the building known as Usha Kiran Complex situated at Saroni Devi Road, Secunderabad Floor bounded by :

NORTH : 40 feet wide road

SOUTH : Premises occupied by Linkwell Telesystems Private Ltd.

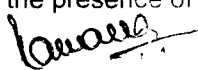
EAST : Premises Occupied by HDFC Bank and Sandvik Asia.

WEST : 30 feet passing and LIC Building.

Signed and delivered by the LESSOR **For Modi Properties & Investments Pvt. Ltd .**

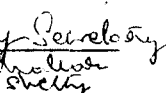
  
**Manoj Kumar**  
Managing Director

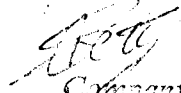
In the presence of

- 1. 
- 2.

Signed and delivered by the LESSEE  
Tech Pacific (India) Limited

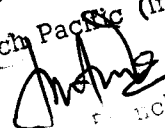
**For Tech Pacific (India) Ltd.**

by the hands of its ~~Company Secretary~~  
~~Legal Manager~~   
Sudhakar Svelly

  
Company Secretary

In the presence of

- 1. 
- 2.

*An true copy*  
**For Tech Pacific (India) Ltd.,**  
  
Tech Manager.

**GENERAL AMENITIES AGREEMENT**

This Addendum to the General Amenities Agreement entered into between M/s. Modi Properties & Investments Pvt Ltd and Mr. Pramod Chandra Modi, Hyderabad (hereinafter jointly referred to as "HIRER") and Tech Pacific (India) Limited (hereinafter referred to as "HIREE") dated 1<sup>st</sup> May 2000, is entered into on this 14<sup>th</sup> February 2004.

Both the parties have agreed to the following, which forms part of the Agreement entered into between them.

1. Clause 1 & Clause 3 – The said clause be substituted and read as follows –

The HIREE shall pay monthly amenities charges for the period effective from 1<sup>st</sup> March 2004 to 31<sup>st</sup> May 2007 as under –

PERIOD	Amenities Per month
01.03.2004 – 31.07.2004	Rs.22,152/-
01.08.2004 – 31.07.2005	Rs.23,703/-
01.08.2005 – 31.07.2006	Rs.25,362/-
01.08.2006 – 31.07.2007	Rs.27,138/-
01.08.2007 – 31.07.2008	Rs.29,037/-
01.08.2008 – 31.05.2009	Rs.31,070/-

2. All other terms and conditions of this agreement shall remain unchanged.

**IN WITNESS WHEREOF** the parties to this Agreement have executed these presents ( in duplicate) on the day and the year first hereinabove written.

**For Modi Properties & Investments Pvt Ltd ,**  
Signed and delivered by the LESSOR

*Johan Muk*  
Managing Director

In the presence of

1. *Anand*
- 2.

Signed and delivered by the LESSEE  
Tech Pacific (India) Limited

by the hands of its ~~Company Secretary~~ **For Tech Pacific (India) Ltd.**  
*Legal Manager - Sudhakar Shetty*

*[Signature]*  
Company Secretary

In the presence of

1. *[Signature]*
- 2.

*[Signature]*

*on true copy*

For Tech Pacific (India) Ltd.,  
*[Signature]*  
Branch Manager  
3/3/07