

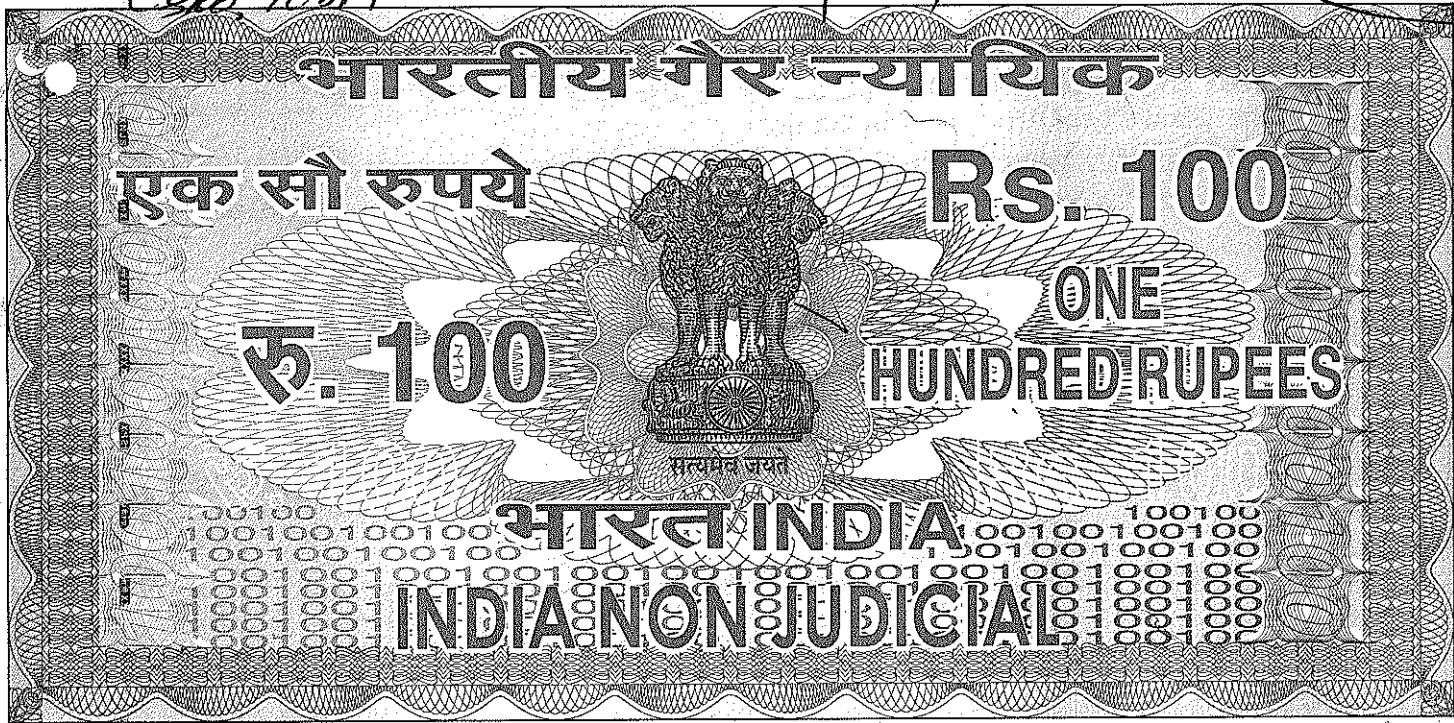
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10758/2014

P 3004/1

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SCANNED



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

Sl.No. 2391 Date 11/8/14 Rs. 100/-

Sold to L. Rama Charyulu

S/o.W/o.D/o. L. Raghavender Rao

For whom JMKGEC Realtors Pvt.Ltd. & others, Seller.

BN 154217

M. Jyothi

M. JYOTHILAXMI

Licensed Stamp Vendor

S.V.L.No.59/95, R.L.No.16-06-004 of 20

Shop No.1, H.No.1-1-149, 62/A

Garden Lodge Building,

St. Mary's Road, SECUNDERABAD-A.P.

Phone.No.9246840239

LEASE DEED

THIS LEASE DEED ("Deed") is made and executed at Hyderabad on 22nd day of August, 2014 between:

(1) JMKGEC Realtors Private Limited, a company incorporated under the laws of India and having its registered office at 5-2-223, "Gokul" Distillery Road, Secunderabad - 500 003 hereinafter referred to as the "Party 1"

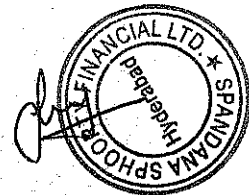
AND

(2) SDNMKJ Realty Private Limited, a company incorporated under the laws of India and having its registered office at 5-2-223, "Gokul" Distillery Road, Secunderabad - 500 003 hereinafter referred to as the "Party 2"

Both Party 1 and Party 2 are represented by their duly authorized signatory: M/s. Modi Properties and Investments Pvt Ltd. represented by its Managing Director Shri. Soham, and both Party 1 and Party 2 are hereinafter collectively referred to as the LESSORS (which term shall mean and include whenever the context so requires his legal heirs, successors-in-interest, administrators, executors, etc.,) of the ONE PART.

For Modi Properties & Investments Pvt. Ltd.









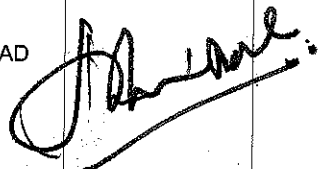
[Signature]
Managing Director





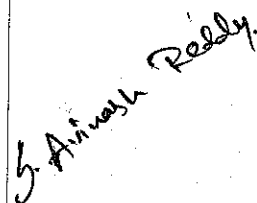


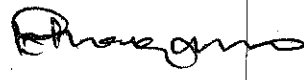
Presentation Endorsement:

Presented in the Office of the Joint Sub-Registrar, Ranga Reddy (R.O) along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 9850/- paid between the hours of 11 and 12 on the 22nd day of AUG, 2014 by Sri Soham

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	LE		 SWARUP DUMPALA (AUTHI [1510-1-2014-10517]	SWARUP DUMPALA (AUTHORISED SIGNATORY) S/O. LATE. D.C.SWAMY R/O. FLAT NO.G2, BLOCK KALYAN KUTEER, NACHARAM, HYDERABD.	
2	LE		 SPANDANA SPHOORT [1510-1-2014-10517]	SPANDANA SPHOORTY FINANCIAL LIMITED OFFICE PLOT NO. 79,CARE CYSTAL, VINAYK NAGAR, GACHIBOWLI, HYDERABAD.	
3	LR		 SOHAM MODI (MANGING D. [1510-1-2014-10517]	SOHAM MODI (MANGING DIRECTOR) S/O. SATISH MODI R/O. PLOT NO. 280, ROAD NO. 25, JUBILEE HILLS, HYDERABAD	

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 AVINASH REDDY. SOMU. : [1510-1-2014-10517]	AVINASH REDDY SOMU PLOT NO 17 RAGHAVENDRA COLONY BEERAMGUDA HYD	
2		 K. PRABHAKAR REDDY :21/ [1510-1-2014-10517]	K. PRABHAKAR REDDY YADAV BASTI NEREDMENT HYD	

Bk - 1, S No 10517/2014 & Doct No
10258/14

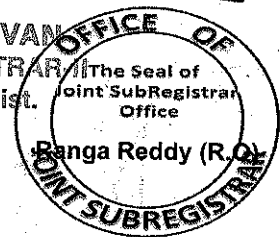
Joint SubRegistrar2
Ranga Reddy (R.O)

Sheet 1 of 15



Signature of Joint SubRegistrar2

Y.M. SADA SHIVAN
JOINT SUB-REGISTRAR
Ranga Reddy Dist.



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AND

SPANDANA SPHOORTY FINANCIAL LIMITED, having its registered office at Plot #79, Care Crystal ,Near Spencer Super Market, Vinayak Nagar,Gachibowli,Hyderabad-500032, represented by its Authorized Signatory **Mr. Swarup Dumpala**, S/o. Late. Shri. D.C. Swamy, Vice President (HR), hereinafter referred to as the "**LESSEE**" (which term shall mean and include whenever the context so requires its successors-in-interest, administrators, executors, etc.,) of the **SECOND PART**;

The Lessors and the Lessee are hereafter collectively referred to as "**the Parties**" and individually referred to as "**the Party**".

WHEREAS:

- A. The Lessors are the sole and absolute owners and in peaceful possession of 2nd Floor premises known as Ramky Selenium, bearing Plot#31(part) & #32, Survey #116/22,115/24,115/25, having an area of about 25,557 sft, of warm shell space of tower A, Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District,Hyderabad-500081 ("**Demised Premises**") and more specifically detailed in the Schedule and the floor plan of the same annexed as Annexure-1.
- B. The Lessee has been furnished with all the title documents pertaining to the Demised Premises. The Lessors has agreed to grant lease of the Demised Premises in favour of the Lessee and based on the title due diligence carried out by the Lessee to its satisfaction on the representations of the Lessors regarding its absolute and valid title to the Demised Premises and its right to grant lease, the Lessee has agreed to take on lease the Demised Premises from Lessors for office purpose.
- B. The Lessors and the Lessee having discussed the terms of the lease are now desirous of reducing the terms of their understanding into writing.

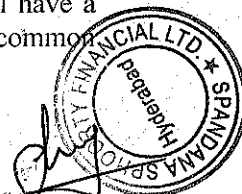
NOW THEREFORE in consideration of the mutual representations, warranties, and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound, agree as follows:

1. TERM

- 1.1 In consideration of the Lease Rent (as defined hereinafter) and subject to other terms and conditions agreed upon and hereinafter stipulated, the Lessors hereby leases and the Lessee hereby accepts from the Lessors, a lease of the Demised Premises for a term of 9 years ("**Initial Term**") commencing from August 01, 2014 ("**Lease Commencement Date**") and expiring on July 31, 2023 subject to any extension as specified under Clause 1.3. The Lessors shall ensure that the Lessors hand over a peaceful vacant possession of the Demised Premises to the Lessee on the Lease Commencement Date.
- 1.2 The Lessee and all its employees, workmen, officers and representatives shall have a non-exclusive right to use in common with all other tenants of the building, all common areas including hallways, elevators, roadways, parking lots, etc.

For Modi Properties & Investments Pvt. Ltd.


Managing Director



Bk - 1, CS No 10517/2014 & Doct No 10258/14
 Joint SubRegistrar2
 Ranga Reddy (R.O)
 Sheet 2 of 15

Endorsement:						
Description of Fee/Duty	In the Form of					
	Stamp Papers	Challan u/s 41 of IS Act	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	0		151950	152050
Transfer Duty	NA	0	0		0	0
Reg. Fee	NA	0	0		9850	9850
User Charges	NA	0	0		200	200
Total	100	0	0		162000	162100

Rs. 151950/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 9850/- towards Registration Fees on the chargeable value of Rs. 9812500/- was paid by the party through DD No ,177261 dated ,12-AUG-14 of ,HDFC BANK/SECUNDERABAD

Date

22nd day of August, 2014

Signature of Registering Officer

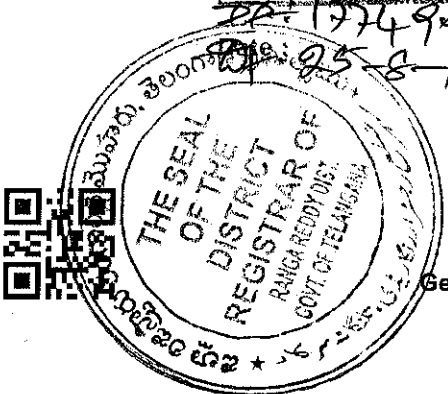
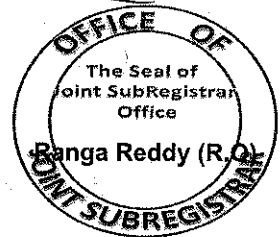
Ranga Reddy (R.O)

Y.M. SADA SHIVAN
 JOINT SUB-REGISTRAR-II
 Ranga Reddy Dist.

Endorsement :

Description of Fee/Duty	In the Form of				Total
	Challan u/s 41 of Is Act	Cash	DD/BC/ Pay Order		
Stamp Duty			43900		43900
Transfer Duty					-
Reg. Fee					-
User Charges					-
Total					43900

Signature of Registering Officer
 Ranga Reddy (R.O)



- 1.3 The lease may, at the option of the Lessee, be renewed for a further one term of 6 years after the expiry of the Initial Term on such same terms and conditions acceptable to the Lessors and subject to the escalation of Lease Rent and Security Amount as specified in Clauses 2.2 and 3.2 respectively of this Deed. At least Six (6) months prior to expiry of the Initial Term, the Lessee shall issue a notice to the Lessors conveying its intention to exercise its option to renew the lease and the parties shall execute a fresh lease deed and have it adequately stamped and registered prior to the expiry of the Initial Term for the renewal to come into force.
- 1.4 There shall be a lock-in period of 4 years during the Initial Term ("**Lock-in Period**") during which time the Lessee shall not terminate the Deed. For the avoidance of doubt, the Lock-in Period shall be defined as four (4) years from August 01, 2014. In the event the Lessee terminates this Deed during the Lock-in Period, the Lessee shall be obligated to pay to the Lessors the Lease Rent due and the Lessors shall have the right to recover the Lease Rent due from the Lessee for the balance period of the Initial Term, which remains unexpired at the time of termination of this Deed.
- 1.5 The lease shall be terminated at the end of the Initial Term unless renewed in accordance with Clause 1.3. The payment of Lease Rent in respect of the Demised Premises shall commence on November 01, 2014 ("**Rent Commencement Date**").

2. LEASE RENT

- 2.1 The Lessee agrees to pay to the Lessors the lease rent for the Demised Premises at the rate of Rs. 25/- (Rupees Twenty Five Only) per sq. ft. per month Lessors for the total area of 25,557 sq. ft. taken on lease amounting to a total lease rent of Rs.6,38,925/- (Rupees Six lakh thirty eight thousand nine hundred and twenty five only) per month ("**Lease Rent**") excluding **service tax and VAT** at applicable rates and subject to deduction of applicable taxes at source as required by law, and the same shall be paid in advance by cheque/wire transfer payable on or before the 7th day of each calendar month in the manner specified below. Any taxes including but not limited to service tax and VAT, levied in relation to the transaction contemplated herein except taxes related to or in connection with ownership of the building shall be to the account of Lessee in addition to the Lease Rent and such taxes shall be promptly paid by the Lessee.

The Lessee shall pay the Lease Rent equally in two parts in the following manner to the Lessors during the Initial Term:

Lessor Name	01-Nov-2014 to 31-Jul-2017	01-Aug-2017 to 31-Jul-2020	01-Aug-2020 to 31-Jul-2023
JMKGEC Realtors Private limited	INR 319,462.50	INR 367,382	INR 422,489
SDNMKJ Realty Private limited	INR 319,462.50	INR 367,382	INR 422,489

For Modi Properties & Investments Pvt. Ltd.


Managing Director



Bk - 1, CS No 10517/2014 & Doct No

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Joint SubRegistrar
Ranga Reddy (R.O)

Endorsement :

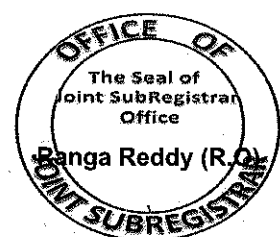
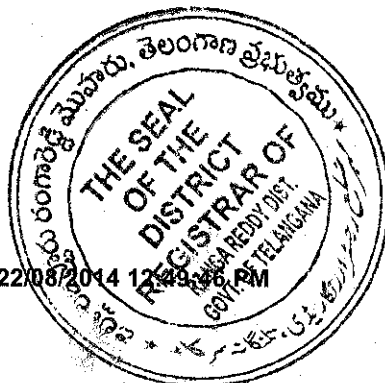
Description of Fee/Duty	In the Form of			Total
	Challan uls 41 of is Act	Cash	DD/BG/ Pay Order	
Stamp Duty			55350	55350
Transfer Duty			-	-
Reg. Fee			2710	2710
User Charges			-	-
Total				58060

Date: 1-9-14

Signature of Registering Officer
Ranga Reddy, (R.O)

Registered as Document No... 10758 on
2014 1936 SE of Book 1, and assigned the
Identification Number as 1510-1- 10758/14
For Scanning.

Date: 5 SEP 2014
Registering Officer



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- 2.2 The Lease Rent shall be subject to an escalation @ 15% at the end of every 3 years. The rent payable is also illustrated in clause 2.1 above for the Initial Term.
- 2.3 All rental payments shall be addressed to the Lessors at the address set forth in the description of Parties of this Deed, or at such other place as the Lessors may from time to time designate by an advance written notice of one month to the Lessee.
- 2.4 The Lessee shall be charged separately for electricity consumed within the Demised Premises at the then prevailing rates on the basis of actual billing by the State Electricity Department or other authorised authorities on the basis of a separate meter fitted in the Demised Premises. Any and all costs (inclusive all taxes and levies as may be applicable) incurred by the Lessors on account of the Lessee's additional specifications relating to the Demised Premises including but not limited to additional power requirements or air conditioning specifications shall be borne by the Lessee. The Lessee shall own, possess and control any equipment or machinery acquired and installed at the behest of the Lessee, if any, where payment in respect of such equipment or machinery has been borne by the Lessee.

3. INTEREST FREE REFUNDABLE SECURITY AMOUNT

- 3.1 The Lessee shall deposit a refundable, interest-free security amount of **Rs.38,33,550/-** (Rupees Thirty eight lakhs thirty three thousand five hundred fifty only) ("Security Amount") which is equivalent to 6 months' Lease Rent.
- 3.2 The Lessee has paid an amount of Rs. 19,16,775/- (Rupees Nineteen Lakhs Sixteen Thousand Seven Hundred and Seventy Five only) via wire transfer on July 24, 2014 and the balance amount of Rs.19,16,775/- (Rupees Nineteen Lakhs Sixteen Thousand Seven Hundred and Seventy Five only) shall be paid via wire transfer to the Lessors simultaneously upon the execution of this Deed. The Parties further agree that simultaneously with the escalation in the Lease Rent as per clause 2.2 above, the Lessee shall pay such additional amounts to the Lessors such that the amount deposited with the Lessors as the Security Amount is equivalent to 6 times the then prevailing Lease Rent.
- 3.3 The interest free security amount shall be held by the Lessors for the duration of the Lease. On the expiry of this Deed or the termination hereof in accordance herewith, the Lessors shall refund the Security Amount simultaneously on the Lessee vacating the Demised Premises and handing over the vacant peaceful possession of the Demised Premises, subject to deduction of any accrued charges and arrears of Lease Rent or other charges payable to the Lessors or any other person(s) under this Deed and provided there are no damages to the Demised Premises, aside from normal wear and tear. Further the Lessors shall be entitled to deduct compensation for damages, if any caused by the Lessee to the Demised Premises from the Security Amount.
- 3.4 Subject to above clause, if the Lessors fail to refund to the Lessee the interest-free Security Amount subject to the permissible deductions upon the Lessee being ready and willing to handover the Demised Premises to the Lessors in the same condition as the Demised Premises was handed over to the Lessee, the Lessee shall be entitled to remain in occupation and possession of the Demised Premises until the Security Amount is refunded by the Lessors to the Lessee or for a further term of 6 months, whichever is earlier, without paying any Lease Rent, which Lease Rent shall be adjusted from the Security Amount paid to the Lessors.

For Modi Properties & Investments Pvt. Ltd.

Managing Director



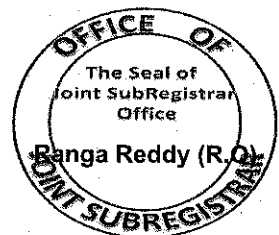
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Joint SubRegistrar2
Ranga Reddy (R.O)



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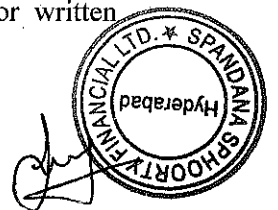


4. OPERATION AND MAINTENANCE SERVICES

- 4.1 Subject to the provisions of Clause 4.2 below, the Lessors are under an obligation to maintain common area, building and building systems in good order, condition and repair at all times including maintenance, repair and replacement of all structural and non-structural components of the building, the roof, the paved parking areas, sidewalks, etc., the landscaping, the building systems, etc owned by the Lessors. The maintenance charges shall be inclusive of annual maintenance contracts for the capital equipment installed by the Lessor.
- 4.2 The Lessors shall be entitled to engage any person and/or entity under contract from time to time in order to provide common area maintenance services. The Parties hereby agree that the maintenance of the building shall be undertaken by an association of owners of the building ("Association") and the monthly maintenance charges and other charges related to maintenance and upkeep of the building shall be payable to the Association.
- 4.3 The Lessee shall pay the operation and maintenance charges currently estimated at Rs.7.00/- per sft per month for the Demised Premises and the aggregate monthly charge amounts to **Rs.1,78,899/-**(Rupees one Lakh Seventy Eight Thousand Eight Hundred and Ninety Nine only). The maintenance charges shall be payable by the Lessee from October 01, 2014 at actual based on open book basis during the lease term and renewal thereof. Upon any escalation in the maintenance charges as intimated in writing by the Association or the Lessors to the Lessee at any time during the lease term, the Lessee shall be required to pay the increased maintenance charges.
- 4.4 In addition to the maintenance charges, the Lessee shall pay the utility charges like Electricity, Power Back-up charges, water consumption charges at actual as per the sub meters installed exclusively for the Lessee. The utility charges shall be payable from the Lease Commencement Date.
- 4.5 The Lessee shall pay the above utility charges within 7 days from the receipt of Invoice to the Lessor or designated Third party property management agency or Association if any appointed by the Lessor within seven (7) days of the receipt of the invoice in that behalf failing which the Lessee shall be liable to pay interest @ 18% per annum from the due date until the payment has made.
- 4.6 The Lessors or any person / entity engaged by Lessors shall attend to maintenance works or repair works in relation to the above within the reasonable timeframe agreed between Lessors and Lessee after receipt of a notice from the Lessee pointing out the works to be undertaken. The Lessee may at his liberty get the same rectified or fixed by a third party and the costs incurred for such works may be deductible from the monies due to Lessors and Lessors would have no objection to such deduction, provided however that the Lessee shall before undertaking any such rectification, (i) inform the Lessors in writing of the same and provide an estimate of the work proposed to be undertaken along with costs thereof and (ii) obtain prior written consent of the Lessors to undertake such works at such costs.

For Modi Properties & Investments Pvt. Ltd.

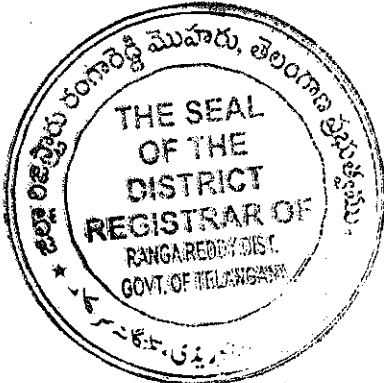

Managing Director



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10758/14

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Joint SubRegistrar?
Ranga Reddy (R.O)



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5. OBLIGATIONS OF THE PARTIES

- 5.1 The Lessee shall regularly pay the Lease Rent reserved under this Deed and all the outgoings, and charges stipulated herein, within the time and in the manner, herein provided. In the event of failure by the Lessee to make payment of the Lease Rent or any other amounts in accordance with the terms of this Deed, then the same will be considered as an Event of Default and the consequences provided in this Deed upon occurrence of Event of Default shall follow.
- 5.2 The Lessee shall use the Demised Premises only for general business purposes (which include purposes ancillary thereto) relating to the running the Lessee's legitimate business or relating to any other lawful purposes that the Lessors may permit in future without the loss of any benefits statutorily available to the Lessors or adversely affecting the ownership or enjoyment of the Lessors of the Demised Premises.
- 5.3 The Lessee shall not make or carry out any additions and/or alterations to the structure of the Demised Premises without prior permission, in writing, of the Lessors. The Lessee shall however be at liberty to, at its own cost, install such office electric and communication appliances, furniture's, fixtures and fittings and to carry out additional wiring, if necessary, and to install machines or equipment for office use and other such conveniences, as are reasonably required by the Lessee and which will remain the property of the Lessee and shall be removed by the Lessee unless otherwise agreed upon between the parties in writing when vacating the Demised Premises on expiration of the Initial Term or any sooner determination of the lease for any reason whatsoever. While removing these improvements, if any structural damages are made to the Demised Premises, these shall be immediately repaired by the Lessee at its own cost or the Lessors shall be entitled to deduct the estimated costs in connection with the restoration of the Demised Premises from the Security Amount.
- 5.4 The Lessee shall not store any hazardous or inflammable articles in the Demised Premises or in any proximity to the Demised Premises which could damage or harm persons or the Lessors property.
- 5.5 The Lessee shall ensure that it's operations in the Demised Premises and in the building shall be undertaken in a manner which shall not cause any inconvenience or disturbance to the other occupants in the building.
- 5.6 The Lessors shall provide raw power provision @ 1 KVA for every 100 Sq.ft. In the event, the Lessee requires additional capacity, the Lessee agrees and undertakes to pay the required charges including any further charges payable to electricity department.
- 5.7 The Lessors, its authorized Agents and employees shall have the right to enter upon the Demised Premises for inspection and carrying out repairs at reasonable working hours in the day with prior written intimation of **1(One)** business day to the Lessee to enable the Lessee or its representative to be present so as to afford such entry.
- 5.8 The Lessee shall have unlimited access to the Demised Premises twenty four (24) hours per day and seven (7) days per week, three hundred and sixty five (365) days a year of operations and support services including electricity, water, power back up, security and lifts.


For Modi Properties & Investments Pvt. Ltd.

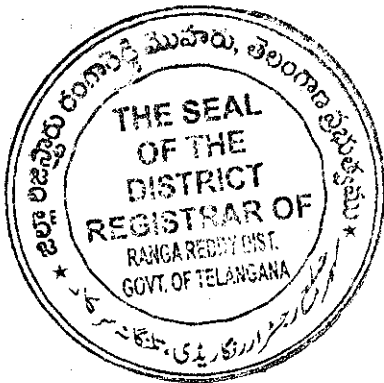

Managing Director



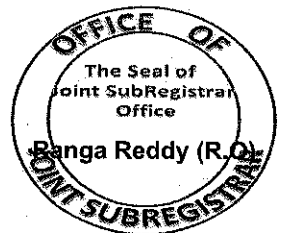
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10758/14

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Joint SubRegistrar2
Ranga Reddy (R.O.)



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- 5.9 The Lessee shall be provided with building directory board space for identification of their business to the amount of space leased in the building at no additional cost. The signage locations shall be provided as follows: (a) at the entry of the road where all other signs are and (b) in building directory at Tower B.
- 5.10 The Lessee shall maintain the Demised Premises in good and proper condition.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Parties represent and warrant as follows:

- (i) They have the necessary corporate power and authority to enter into this Deed and perform the obligations as specified herein. Further the Parties confirm that they have complied with all requisite steps and taken all necessary action for the due execution and implementation of this Deed.
- (ii) The Lessors has complied with all the applicable laws in force pertaining to its title to the Land and the Demised Premises and the construction of the Demised Premises and has procured all necessary licenses and permissions as required from time to time with respect to the Demised Premises. The Lessee acknowledges and represents that copies of title deeds and all such approvals and renewals thereto have be made available to the Lessee and only upon verification and satisfying itself of (i) the good and absolute title of the Lessors to the Demised Premises and (ii) existence of all the licenses and permissions in connection with the construction of the Demised Premises that the Lessee has entered into this Deed.
- (iii) That the Lessors warrants and represents that it has good title and is the absolute owner of the Demised Premises and it has the full right, absolute power and authority to deal with the Land, the building and the Demised Premises, in respect of the Demised Premises upon the terms and conditions set forth herein. The Lessors has not entered into any similar agreement or arrangement with any person/persons for providing use and occupation of the Demised Premises to which the Lessee is entitled to under this Deed.
- (iv) That the Demised Premises are not subject to any lis pendens suits, claims, encumbrances, claims of succession and disputes under Hindu law, attachments of court or acquisition proceedings or charges, liens or mortgages of any kind.
- (v) That there are no tenancy claims in regard to the Demised Premises pending or to the knowledge of the Lessors, threatened before any court, tribunal or authority.
- (vi) That the Lessors has not entered into any agreement or arrangement for lease or sale or transfer of the Demised Premises with any Third Party.
- (vii) That there is no impediment for the Lessors to lease the Demised Premises under the laws as prevalent.

For Modi Properties & Investments Pvt. Ltd.

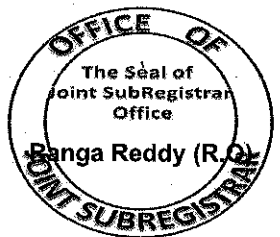

Managing Director



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10758/14. Sheet 7 of 15
Joint SubRegistrar2
Ranga Reddy (R.O.)



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(viii) That the Lessors shall not hinder the peaceful possession and enjoyment of the lease rights over the Demised Premises, and into the common areas by the employees, representatives and agents of the Lessee subject to and in accordance with the terms of this Deed.

7. INTEREST

7.1 Notwithstanding anything stated in this Deed, in the event of the Lessee failing to make any payments, on or before the due day as mentioned in the Lease Deed, the Lessee shall be liable to pay the amounts due with 18% interest per annum.

7.2 Notwithstanding anything stated in this Deed, without prejudice to its rights to charge interest on the overdue amounts the Lessors is also entitled to recover possession of the Demised Premises from Lessee and immediately terminate this Deed in the event any payments remain due and outstanding for more than 30 days after which they first became due.

8. PARKING CHARGES

8.1 The Lessors has allotted the Lessee 25 Car parking spaces in the basement at free of cost during the Initial Term and any renewal of the Initial Term in accordance with clause 1.3 above. In addition to the Car Parking slots, the Lessee shall be allowed to park two wheelers at no additional cost on first come first serve basis at the designated parking area.


9. OTHER CHARGES

9.1 The Lessee will pay all sums due and payable as usage charges for consumption of electricity for use of air-conditioning, lighting, computers etc., on actual basis to the Lessors or designated agencies and/or the service providers directly as intimated by Lessors. Such amounts shall be payable by Lessee within 7 days from the date any invoice raised in this regard. Further any amount of Additional consumption deposits and FSA charges that are charged by the APCPDCL shall be paid by the Lessee.

9.2 The Lessee shall take appropriate third party insurance for the internal effects and all equipments installed by them in the Demised Premises. The Lessors shall take appropriate insurance for the building, the fixtures/equipment's installed by Lessors in the demised premises. In the event any damage is caused to the Demised Premises due to any fire or other peril caused by or due to any internal effects and all equipment installed by Lessee in the Demised Premises or by any act or omission of the Lessee or its representatives/ employees, the Lessors will have a first right over the insurance claims, if any, received by the Lessee to the extent of the losses/damage caused to the Lessors.

9.3 The Lessee hereby agrees to indemnify and hold the Lessors harmless against all charges, costs and claims of any nature whatsoever including claims, levies, fines and penalties imposed by any Governmental or Regulatory Authority that may arise on account of non-compliance by the Lessee of any applicable law or breach of any terms or covenants of this Deed or any misrepresentation hereunder.

For Modi Properties & Investments Pvt. Ltd.


Managing Director





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9.4 The Lessors shall pay and discharge at all times all existing liabilities on account of Municipal Taxes / Property Taxes and other taxes, levies, rates, license fees, charges and assessment payable in respect of the ownership of Demised Premises as of date and any such additional charges as applicable from time to time during the lease term and renewal thereof.

10. DEFAULT

10.1 Each of the following shall constitute an "Event of Default":

- a) Failure to pay any rental, Security amount and/or charges for utilities under this Deed by the Lessee when they are due; or
- b) If Lessee shall be adjudicated insolvent within the meaning of insolvency in either bankruptcy or equity proceedings, or if an involuntary petition in bankruptcy is filed against Lessee which is not dismissed within sixty (60) days; and
- c) Failure to perform or observe any other agreement, covenant or condition, stated in these presents, by the Lessee within 30 (thirty) business days of written notice of default from Lessors or Any misrepresentation by the Lessee hereunder.

10.2 Upon the occurrence of any Event of Default and on termination of this lease in accordance with the provisions thereon, Lessors may re-enter and take possession of the Demised Premises and after such adjustments for arrears of any amounts due under this Deed as herein provided against the interest free Security Amount, the Lessors shall refund to the Lessee the balance amount, if any, of the interest free Security Amount. If necessary, Lessors may proceed to recover possession of the Demised Premises by such proceedings, including re-entry and possession, as may be applicable, and Lessee shall be liable to bear the costs and expenses for the same.

10.3 All rights of remedies of either Party set forth herein are in addition to all other rights and remedies available to it at law. All rights and remedies available to the Parties hereunder or at law are expressly declared to be cumulative. The exercise by either Party of any such right or remedy shall not prevent the concurrent or subsequent exercise of any such right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any default by a Party hereunder or of any of non defaulting Party's rights or remedies in connection therewith. Neither Party shall be deemed to have waived any default by the other Party unless such waiver is set forth in a written instrument signed by non defaulting Party. If the Lessors waives in writing any default by Lessee, such waiver shall not be construed as a waiver of any covenant, condition, or agreement set forth in this lease except as to the specific circumstances described in such written waiver.

11. TERMINATION

11.1 Without prejudice to any other provision of this Deed, the termination of the Deed will occur in the following events:

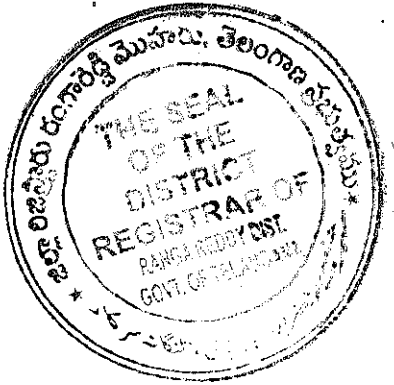
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Managing Director





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- a) In the event of the Lessee commits an Event of Default in respect of their obligations contained in the Deed, the Lessors shall give to the Lessee a written notice to remedy the breach within a period of 30 (thirty) days (the "**Cure Period**") from the date of the notice, and in the event of the Lessee failing to remedy the breach within the Cure Period then in such event the Lessors shall be entitled to terminate the Deed forthwith.
- b) Subject to the Lock-in Period as per Clause 1.4 above, the Deed is terminable by the Lessee by giving [6 months] prior written notice to the Lessors. The notice for termination shall be valid only if issued after the completion of the Lock-in Period and not during the Lock-in Period.
- c) Notwithstanding anything contained in this Deed including clause 11.1(a) above in the event the Lessee delays or fails to pay Lease Rent due for more than 2 months from the due date, the Lessors shall by written notice to the Lessee terminate the lease without the requirement of giving any cure period and the Security Amount paid by the Lessee shall be forfeited.
- 11.2 Upon expiration or termination of this lease for any reason, or any renewal thereof, by lapse of time or otherwise, (i) the Lessee agrees peaceably to remove its movable personal property and trade fixtures from the Demised Premises and to surrender the Demised Premises to Lessors without further notice, in broom-clean condition, subject to ordinary wear and tear and with simultaneous refund of the Security Amount as herein provided.

12. NOTICES

- 12.1 Any demand for payment or notice required to be made or given by the parties to this lease shall be sufficiently made or given if sent by that party to the other by Registered Post Acknowledgement Due at the address mentioned herein below:

FOR THE LESSORS: **JMKGEC Realtors Private limited & SDNMKJ Realty Private limited**
5-2-223, Gokul Distillery Road,
Secunderabad-500003

And

Modi Properties & Investments Private Limited
5-4-187/3&4, 2nd Floor, Soham Mansion
M.G. Road, Secunderabad – 500 003
Attention: **Mr. Soham Modi, Managing Director**

FOR THE LESSEE:

SPANDANA SPHOORTY FINANCIAL LIMITED
Plot#79, Care Crystal, Near Spencer Super Market,
Vinayak Nagar, Gachibowli, Hyderabad-500032
Attention: Mrs. G. Padmaja Reddy.

For Modi Properties & Investments Pvt Ltd.

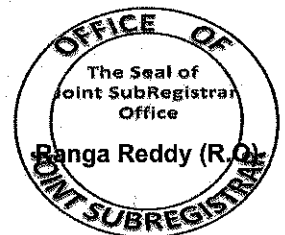

Managing Director



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13. ENTIRE DEED

It is mutually acknowledged and understood that this Deed together with the Schedules annexed hereto constitutes the Entire Deed of the Parties with respect to the Demised Premises and would supersede all oral and written understanding and agreement with respect thereto and shall govern the validity, interpretation, performance and enforcement of this Deed.

14. RELATIONSHIP OF PARTIES

Neither this lease nor any part thereof is to be constructed as creating a joint enterprise, a partnership or any other relationship except that of Lessors and Lessee.

15. ASSIGNMENT, SUBLETTING AND PARTITION

15.1 The Lessee is not permitted to assign, let, sub-let, grant leave and license or part with possession of the Demised Premises to any third parties or any part thereof. However the Lessee is permitted to assign, let, sub-let, grant leave and license to the group companies, subsidiaries, affiliates' with the prior written intimation to the Lessors.

15.2 The Lessors shall be entitled to transfer mortgage or dispose of its interest in the said Demised Premises in any manner. In case the Lessors sells, or create any other charge or interest of any kind on the Demised Premises, the Lease Deed shall continue to be binding on the purchaser/assignee of the Demised Premises or property, without affecting the smooth operation of the Lessee.

15.3 In the event the Lessors during the lease term and renewal thereof wants to sell the Demised Premises, the Lessee shall have the right of first refusal for purchase of the Demised Premises.

16. QUIET ENJOYMENT

The Lessee upon paying the Lease Rent and all other sums, as provided in this lease, and observing all covenants, warranties, agreements and conditions of this lease, shall have quiet and peaceful enjoyment of the Demised Premises during the term of this lease or any renewal thereof without any hindrance or any disturbance by the Lessors and/or any one claiming under or through the Lessors.


17. SEVERABILITY

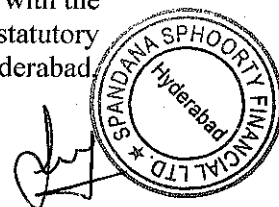
It is agreed that if any of the provision of this Deed are declared null and void and are of no force and effect for any reason, such determination shall not affect the other provisions of this Deed which shall remain in full force and effect.

18. ARBITRATION

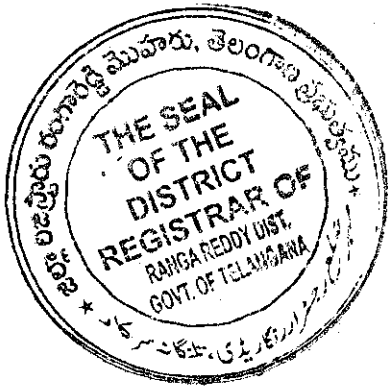
18.1 Any dispute or difference between the Parties with regard to this Deed and all connected and related matters whatsoever shall be discussed and settled amicably. In the event of any failure to resolve the disputes or differences amicably within thirty (30) days, all such disputes or differences whatsoever, shall be referred to Arbitration. The Arbitration proceedings shall be conducted in English and in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996 or any statutory modification or amendment thereof. The venue of Arbitration shall be Hyderabad India.

For Modi Properties & Investments Pvt. Ltd.


Managing Director



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18.2 The arbitration shall be conducted by a sole arbitrator who appointed mutually by both the Lessors and the Lessee. The decision of the Arbitrator shall be final and binding on the Parties. In the event the Lessors invoke arbitration under this clause 18 and the Lessee fails to provide any written objection against the arbitrator nominated by the Lessors within a period of 30 days from the date of issuance of the written notice intimating such nomination, such arbitrator nominated by the Lessors shall be deemed to be sole arbitrator mutually appointed by the Lessors and the Lessee under this Deed and such arbitrator shall conduct the arbitration proceeding in accordance with this Deed.

19. LEASE RENTAL SECURITIZATION

19.1 The Lessor shall be entitled to, without in any way affecting rights of the Lessee, to securitize the rent receivable from the Lessee with any banks and / or financial institutions and the Lessee agrees to issue and execute such documents, confirmations, letters, undertakings, as may be appropriate and required by the Lessors for the purpose of enabling the Lessors to avail such facility from the banks / financial institutions during the Initial Term and any renewal thereof

19.2 Notwithstanding anything contained in this Deed, in the event of any merger, acquisition, takeover of the Lessee by any third party and in such event the Lessors are unable to securitize the Lease Rent due to the new entity's credit rating, the Lessors shall have a right to renegotiate the provisions of this Deed or terminate the lease, as determined by the Lessors at their sole discretion.

20. GOVERNING LAW AND JURISDICTION

This Deed shall, in all respects, be governed and interpreted by, and construed in accordance with the laws of India. Without affecting the validity of Arbitration clause hereinabove, all matters connected and related to this Deed shall, in all respects, be subject to the exclusive jurisdiction of the courts at Hyderabad, India.

21. EXPENSES

The Lessee shall bear the stamp duty and registration expenses in relation to this Deed to be executed in duplicate. The original shall be retained by the Lessee and the duplicate by the Lessors.

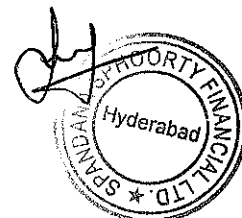
SCHEDULE OF DEMISED PREMISES

All that the warm shell Office space admeasuring 25, 557 sq. ft on the 2nd floor of tower A in the commercial building known as "Ramky Selenium Towers" in the premises bearing Plot#31(part) & #32, Survey #116/22, 115/24, 115/25, Financial District, Nanakramguda, Serilingampally Mandal, Ranga Reddy District, Hyderabad-500081 and bounded by:-

North :	Open to the sky and existing 24 meters wide road
South :	Open to the sky and plot # 31/P and 30/P Vacant Land
West :	Tower B of Ramky Selenium
East :	Open to the sky and plot# 27 and 28.

For Modi Properties & Investments Pvt. Ltd.


Managing Director



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IN WITNESS WHEREOF, the Lessors and the Lessee hereto have caused this Deed to be executed on the date first above written by their duly authorized representatives pursuant to a Resolution passed at their respective Board Meeting, a certified true copy of which is enclosed herein for reference.

WITNESSES:

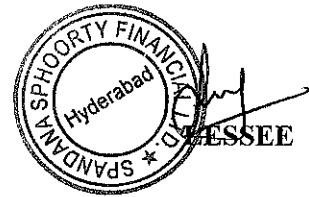
1. *S. Anirudh Reddy*

2. *[Signature]*

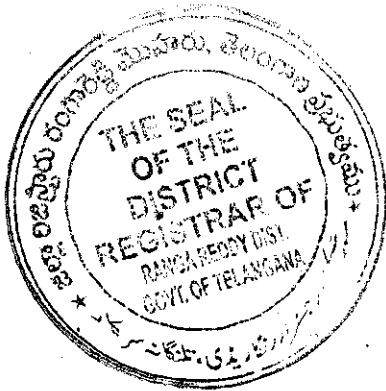
For Modi Properties & Investments Pvt. Ltd.

[Signature]
Managing Director

LESSOR. 1 & 2



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REGISTRATION PLAN SHOWING

PLOT#31(PART) & #32 ON SECOND FLOOR, TOWER 'A'

IN COMMERCIAL BUILDING KNOWN AS ""RAMKY SELENIUM TOWERS""

IN SURVEY NOS. 116/22,115/24,115/25

FINANCIAL DISTRICT, NANAKRAMGUDA, SERILINGAMPALLY **Mandal, R.R. Dist.**

LESSORS: JMKGEC REALTORS PRIVATE LIMITED AND SDNMKJ REALTY PRIVATE LIMITED

REPRESENTED BY SHRI SOHAM MODI SON OF SHRI. SATISH MODI

LESSEE: SPANDANA SPHOORTY FINANCIAL LIMITED

REPRESENTED BY MR.SWARUP DUMPALA, VICE PRESIDENT (H.R)
S/O. LATE. SHRI. D.C.SWAMY

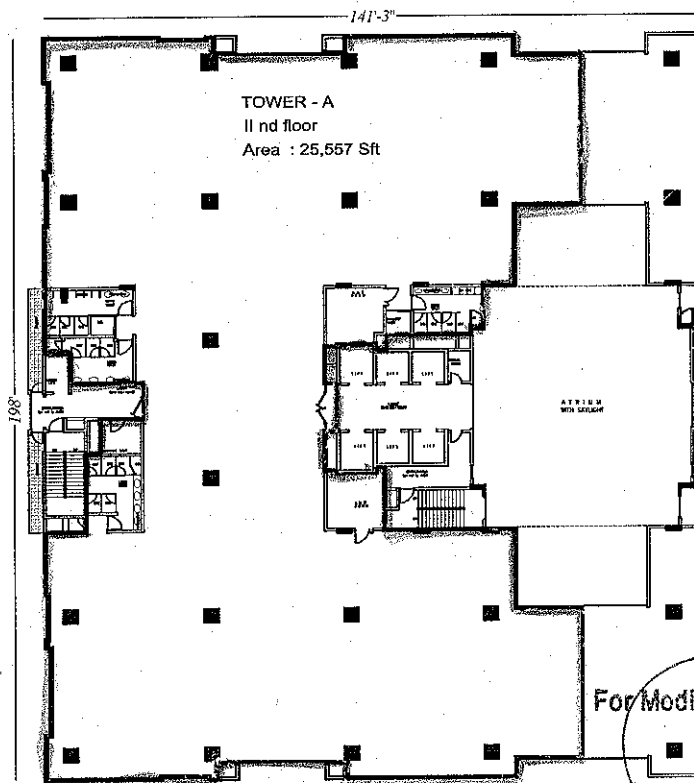
REFERENCE: SCALE: INCL: EXCL:

AREA: 25,557 SQ.FT OR SQ. MTRS.

Tower B of Ramky Selenium



Open to the sky and plot # 31/P and 30/P Vacant Land



Open to the sky and existing 24 meters wide road

For Modi Properties & Investments Pvt. Ltd.

WITNESSES:

1. *S. Avinash Reddy*

Open to the sky and plot # 27 and 28

SIG. OF THE LESSORS

2. *[Signature]*



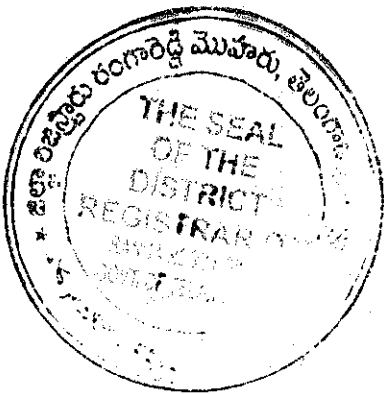
[Signature]
SIG. OF THE LESSEE



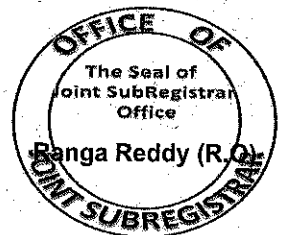
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8/22/18

PERMANENT ACCOUNT NUMBER
AEMPI68725H

SATISH SATISH MODI

FATHER'S NAME
SATISH MANIMAL MODI

DATE OF BIRTH
11-10-1959

TAXPAYER'S SIGNATURE

Stamp: *Satish Modi*

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

BRABHAKAR REDDY K
PADMA REDDY KANDI

15/01/1974

Permanent Account Number
AWSHP8104E

Stamp: *Brabhakar Reddy K*

10002000

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

AVIN BH REDDY SOMU
SHINVA REDDY SOMU

22/03/1967

Permanent Account Number
DCERS581F

Stamp: *Avin Bh Reddy Somu*

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

D.B SWAROOP
CHITTARA SWAMY DUMPALA

19/04/1979

Permanent Account Number
AIFD4962R

Stamp: *D.B Swaroop*

10002000

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