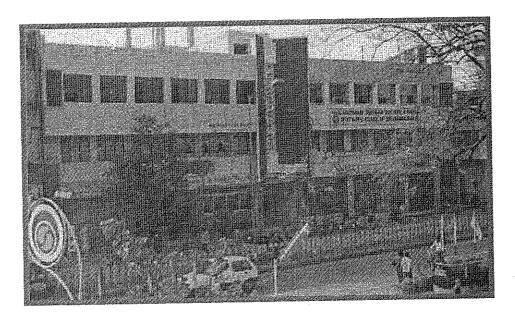
Name	Soham Mansion
Sale or Lease	Lease only
Location	5-4-187/3 & 4, Karbala Maidan, M. G. Road, Ranigunj, Secunderabad – 500 003. Above Bank of Baroda & Yamaha Showroom Next to Sundaram Honda Showroom.
Vacant Area	First Floor: Office Space 1,825 sft.
Terms of Lease	First Floor: Rs. 12 per sft. Property Tax to be paid by the Lessor. 6 months rent as interest free deposit. Rent increase by 6% every year. Maintenance Rs. 1.00 per sft.
Remarks	Other occupants in the building include, Engineering Expo Council, Bank of Baroda, DTDC, Yamaha Showroom.



FLOOR PLAN GIVEN OVERLEAF

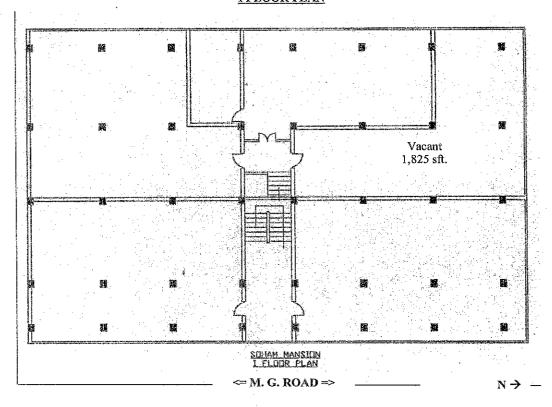


Contact: Modi Properties & Inv. Pvt. Ltd. Phone: 040-66335551, Fax: 040-27544058

Visit us at: www.modiproperties.com Email: info@modiproperties.com

Page 1

SOHAM MANSION I FLOOR PLAN



Contact: Modi Properties & Inv. Pvt. Ltd. Phone: 040-66335551, Fax: 040-27544058 Visit us at: www.modiproperties.com Email: info@modiproperties.com Page 2

RECEIPT

Received with thanks from M/s. Pixel Visuals, represented by its Partner Mr. Srikanth S/o. G. Krishna, resident of H. No. 15-5-331 & 332, Osman Shahi, Afzalgunj, Hyderabad – 500 012 a sum of Rs. 90,000/- (Rupees Nimety Thousand Only) by cash in lieu of cheque no. 413314 dated 01/02/2006 towards security deposit for the lease of Office space admeasuring about 1825 sft., situated on the first floor, of the building known as Soham Mansion bearing No. 5-4-187/3&4, situated at M. G. Road, Secunderabad – 500 003.

for M. C. Modi Educational Trust,

Place: Secunderabad.

Date: 11.02.2006.

Soham Modi, Trustee.



ఆంద్ర ప్రదేశ్ आध्यादश ANDHRA PRADESH

Men De Phanin Reus Ducational Trust



LEASE AGREEMENT

This Lease Agreement executed at Secunderabad on this the 24th day of January, 2006 by and between:

M/s. M. C. Modi Educational Trust, having its office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003, represented by its Trustee Mr. Pramod Modi, S/o. Late Sri Manilal C Modi, hereinafter referred to as the LESSOR (which term shall mean and include whenever the context may so require his successor-in-interest).

AND

M/s. Pixel Visuals, represented by its Partner Mr. G. Srikanth, S/o. G. Krishna, aged 23 years, resident of H. No. 15-5-331 & 332, osman Shahi, Afzalguj, Hyderabad – 500 012, herein after referred to as the LESSEE (which term shall mean and include whenever the context may so require its successors-in-interest).

For M. C. Modi Educational Trus

For PIXEL VISUALS

Partner

Trustee

Page 1 of 3

WHEREAS the LESSOR is the absolute owner of the office space situated on the first floor, of the building known as Soham Mansion, bearing no. 5-4-187/3&4/5, situated at M. G. Road, Secunderabad – 500 003, having a super-built area of about 1,825 sft. The LESSEE has requested the LESSOR to grant on lease the office space and the LESSOR agreed to give on lease on the terms and conditions specified as hereunder.

Know all men by these presents that in pursuance of the rent hereby reserved and the convenants agreed specified hereunder the **LESSOR** doth hereby grant and the **LESSEE** doth hereby taken on lease the office space situated on the first floor, of the building known as Soham Mansion, bearing no. 5-4-187/3&4/5 situated at M. G. Road, Secunderabad – 500 003 having a super-built area of about 1,825 sft. more particularly described at the foot of this document, on the following terms and conditions.

- 1. The **LESSEE** shall pay a rent of **Rs. 7,500**/- (Rupees Seven Thousand Five Hundred Only) per month exclusive of Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder.
- 2. The LESSEE shall pay an amount of Rs. 90,000/- (Rupees Ninety Thousand Only) as security deposit, which shall be refunded by the LESSOR to the LESSEE at the time of vacating and satisfactory handing over of the premises. The LESSEE shall not be entitled to any interest on the security deposit lying with the LESSOR.
- 3. The lease shall be for a period of five years commencing from 1st day of February, 2006. This agreement of lease between the said **LESSEE** can be terminated by the **LESSEE** with an advance notice of six months.
- 4. The **LESSOR** and the **LESSEE** hereby undertake to execute a regular lease deed as and when called upon by either of the parties to do so at any time during the currency of the lease agreement.
- 5. The expenses of stamp duty and registration charges of this agreement in duplicate and all other incidental expenses shall be borne by the LESSEE in full.

THE LESSEE HEREBY COVENANTS AS UNDER:-

- 1. The **LESSEE** shall pay the rent regularly per each month on or before the 7th day of the succeeding month to the **LESSOR**.
- 2. The **LESSEE** shall pay and bear the electricity consumption charges including any additional consumption deposit that may be levied from time to time apart from the rent.
- 3. The LESSEE shall keep the demised portion in a neat and habitable condition.
- 4. The **LESSEE** shall carry out all minor repairs and regular maintenance by way of colour wash etc, at its own cost.
- 5. The **LESSEE** shall utilize the demised portion for its office including its associated companies in the group but shall not use the said portion for residence or any illegal activity.
- 6. The **LESSEE** shall not sub-let any portion of the premises or transfer the rights under the lease in favour of anyone.
- 7. The LESSEE shall enhance the rent by 6% at the end of every year on the then existing rent.
- 8. The **LESSEE** shall permit the **LESSOR** or anyone authorised by it to inspect the demised portion at all reasonable hours of the day.

THE LESSOR HEREBY COVENANTS AS UNDER:-

- 1. The **LESSOR** shall pay the property taxes pertaining to the leased premises.
- 2. The LESSOR agrees not to cause any hindrance to the LESSEE in the enjoyment of the demised portion provided the LESSEE observes all the covenants without defaults as specified above.
- 3. The LESSOR agrees to allow the LESSEE to remove the electrical fittings, false ceiling, air conditioning and any other such system that the LESSEE has installed at their own cost at the time of vacating the floor on the expiry of the lease or on termination of the lease.

For M. C. Modi Educational Trus

For PIXEL VISUALS

Auth.

Page 2 of 3

DESCRIPTION OF THE DEMISED PORTION.

All that portion consisting of the office space admeasuring about 1,825 sft. situated on the first floor of the building known as Soham Mansion, bearing no. 5-4-187/3&4/5 situated at M. G. Road, Secunderabad $-500\,003$, bounded by:

North By

: Premises Occupied by M/s. Schaltech Automation Pvt. Ltd. &

Staircase

South By

: Neighbour's Building

East By

: Neighbour's Office

West By

: Open Land and basement portion occupied by Bank of Baroda

In witness whereof the LESSEE and the LESSOR have signed these presents on the date and at the place mentioned above.

For M. C. Modi Educational Trust

WITNESSES:

1. A. SHANKER REDDY

2. MAUEEN VASHSSAFA.

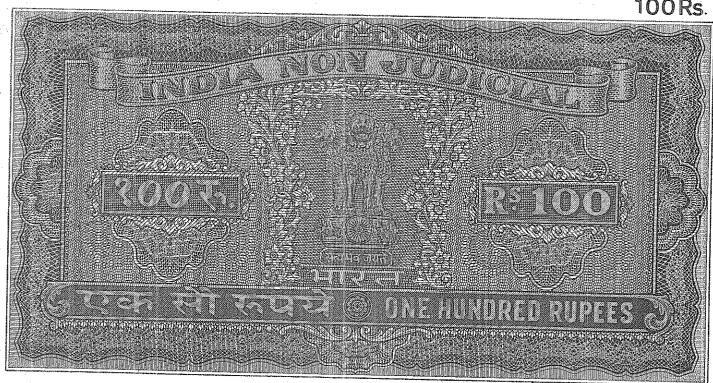
LESSEE

LÆSSOR

For PIXEL VISUALS

Partnet

Trustee



ANDHRA PRADESH



GENERAL AMENITIES AGREEMENT

This General Amenities Agreement executed at Secunderabad on this the 24th day of January, 2006 by and between:

M/s. M. C. Modi Educational Trust, having its office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003, represented by its Trustee Mr. Pramod Modi, S/o. Late Sri Manilal C Modi, hereinafter referred to as the OWNER (which term shall mean and include whenever the context may so require his successor-in-interest).

AND

M/s. Pixel Visuals, represented by its Partner Mr. G. Srikanth, S/o. G. Krishna, aged 23 years, resident of H. No. 15-5-331 & 332, Osman Shahi, Afzalguj, Hyderabad - 500 012, herein after referred to as the HIREE (which term shall mean and include whenever the context may so require its successors-in-interest).

For PIXEL VISUALS

Partner

For M. C. Modi Educational Trus

Trustee

Page 1 of 2

WITNESSETH

The HIREE has obtained on lease vide Lease Agreement dated 24.01.2006 the office space situated on the first floor, of the building known as Soham Mansion, bearing no. 5-4-187/3&4/5 situated at M. G. Road, Secunderabad – 500 003 having a super-built area of about 1,825 sft., from the OWNER. At the request of the HIREE, the owner has agreed to provide amenities to the HIREE more fully described in the schedule. The HIREE has agreed to pay amenities charges for the said amenities apart from the rent payable to the OWNER.

NOW THIS DEED WITNESSETH AS UNDER

- 1. The **HIREE** shall pay amenities charges of **Rs. 7,500**/- (Rupees Seven Thousand Five Hundred Only) per month apart from and along with the rent payable, subject to the clause pertaining to the enhancement of the amenities charges given hereunder.
- 2. The **HIREE** shall enhance the amenity charges by 6% at the end of every year on the then existing amenity charges.
- 3. The **HIREE** shall pay the amenities charges for each month on or before the 7th day of the succeeding month to the owner.
- 4. The **HIREE** shall not be entitled to surrender the usage of amenities as long as the tenancy is subsisting.
- 5. Any default in the payment of amenity charges shall be deemed to be a breach of the convenants of tenancy and the **OWNER** shall be entitled to determine the lease and the **HIREE** shall give vacant possession of the tenancy.
- 6. The HIREE shall pay building maintenance charges amounting to Rs. 900/- (Rupees Nine Hundred Only) per month to the OWNER, or to any other party that the owner may direct, towards the maintenance of common areas, common area security, water charges, etc. subject to increase from time to time.

PARTICULARS OF AMENITIES.

- 1. Maintenance of common areas.
- 2. Provision of common area lighting.
- 3. Provision of security for building.
- 4. Provision of windows and doors.
- 5. Provision of toilet.
- 6. Provision of electric power connection.
- 7. Provision of common parking for cars & scooters.

IN WITNESS WHEREOF the HIREE and the OWNER have signed these presents on the date and at the place mentioned above.

WITNESSES:

HIREE Partner

For M. C. Modi Educational Trust

2.

Page 2 of 2

MIPIXEL VISUAL.

RECEIPT

Received with thanks from Mr. Srikanth S/o. G. Krishna, resident of H. No. 15-5-331 & 332, Osman Shahi, Afzalgunj, Hyderabad – 500 012 a sum of Rs. 92,500/- (Rupees Ninety Two Thousand Five Humdred Only) vide cheque no. 413314 dated 01/02/2006 towards (a) balance security deposit of Rs. 85,000/- (b) Rent for month of February 2006 of Rs. 7,500/- and amenities charges for the lease of Office space admeasuring about 1825 sft., situated on the first floor, of the building known as Soham Mansion bearing No. 5-4-187/3&4, situated at M. G. Road, Secunderabad – 500 003.

for M. C. Modi Educational Trust,

Place: Secunderabad.

Date: 24.01.2006.

Soham Modi, Trustee. 22nd December 2005.

To, Mr. G. Srikanth, H. No. 15-5-331 & 332, Osman Shahi, Afzalguj, Hyderabad – 500 012.

Dear Sir,

Sub: Concession in rent and amenities charges - reg.

Ref: Our Lease Agreement and General Amenities Agreement dated 1st January 2006, for lease of premises bearing no. 5-4-187/3&4/5, admeasuring 1,825 sft. on first floor situated at M. G. Road, Secunderabad,

Dear Sir,

You have taken the above referred premises on lease for total rent of Rs. 15,000/- (rent and amenities charges) per month from $1^{\rm st}$ January 2006. You have requested for a concession of 50% in rent and amenities charges payable for the months of January, February, and March 2006 as your interior work may take 2-3 months time.

This letter is to confirm that we agreed to your request for concession in rent and amenities charges as referred above.

Thank You.

Yours sincerely,

PRAMOD MODI.

Sand Julian my Other

Res. Deg: Deut-Payable from Feb instead of Jon 06.

This is segaredary the Rent payable Starting from Jan'06, we sequest you to Start it from Fel'06.

Thanking You,

(a. Seinauth)

RECEIPT

Received with thanks from Mr. Srikanth S/o. G. Krishna, resident of H. No. 15-5-331 & 332, Osman Shahi, Afzalgunj, Hyderabad – 500 012 a sum of Rs. 5,000/- (Rupees Five Thousand Only) towards token advance for the lease of Office space admeasuring 1825 sft., situated on the first floor, of the building known as Soham Mansion bearing No. 5-4-187/3&4, situated at M. G. Road, Secunderabad – 500 003.

for M. C. Modi Educational Trust,

Place: Secunderabad.

Date: 21.12.2005.

Soham Modi, Trustee.