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Heneval No. 27,671

(540, Rose of the Road

FORMAL SALES AND A

LEASE AGREEMENT

This Deed of Lease made on this 8th day of October 1991 between Sri Satish Modi S/o.Late Manilal C.Modi Resident of 1065, Road No.45, Jubilee Hills, myderabad (hereinafter referred to as the "LESSEE" which expression shall include his heirs, executors administrators and assigns of the One Part.

AND

M/s.Kerala Transport Co., having its registered office at Calicut, Kerala represented by its Circle Manager Shri V.S.N.Pillai S/o.K.V.Nair Resident of 203, Venkat Kripa Apartments, Dhomalguda, Hyderabad nereinafter referred to as the "LESSEES" which expression shall include its successors executors administrators and assigns of the Other Part.

WHEREAL the lessor is the Estate Manager/under writer of the premises situated at 1-20-244, Masoolpura, Secunderabad-500003, more particularly described in the schedule hereunder written and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the same.

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and the lesses have agreed to accept from the Lesses the above mentioned floor area in the aforesaid premises admeasuring about the sq.ft. on the terms and conditions hereinafter appearing:

NOW THIS DEED WITNESSETH AS FOLLOWS:

 a) In consideration of the rent hereinafter reserved and of the covenants and conditions hereinafter contained the lessor hereby demise to the Lessees the said floor area admeasuring about 1 the building at Rasoolpura, Secunderabad more particularly described in the schedule hereto, together with all the rights easements and appurtenances and fixtures thereof to hold the same as its office, Warehouse and other commercial purpose for a period of October 1991 paying 3 years commencing from the therefore during the said period of lease a monthly 0 (Rupees Six thousand five hundred rent of Rs. live only) calculated at the rate of Rs.3/75 per sq.ft. payable in advance on or before 10th day of each month.

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amount of Rs. 19,375/ (Rupees Thirty mine thousand three hundred events only) which amount shall be retained by the Lessor, as interest free deposit, and which amount shall be refundable to the ressee only on expiry of this lease and after handing over vacant possession or on its prior determination whichever is earlier.

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THE LESSEES HEREBY COVENANTS WITH LESSOR:

- a) To hold the said premises admeasuring about 1750 sq.ft for a period of 3 years from 10-10-91 renewable thereafter perpetually for further periods every 3 years with and increase of 20% on the than prevailing rent.
- b) To pay the rent hereby reserved at the time and in the manner aforesaid.
- c) To pay the electricity and water charges as per the consumption bills issued by the respective authorities.
- d) To use the demised premises for the Lessess use as office, werehouse and for any other commercial purposes connected with the Lessess business.
- e) To keep the interior of the demised premises in good repair and condition and so as to deliver upto the Lessor at the expiration of the Lease if not renewed further or sooner determination of the Lease as the case may be.
- f) To permit the Lessor or his Agent at Convenient houss in the day time by prior, appointment to enter into and examine the state and condition of the premises.
- g) To comply with the provisions, rules and regulations being enforced from time to time by the Municipal Corporation;

 State or Central Governments or any other statutory authorities.
- h) Not to assign or undertake or part with the possession of the premises or any part thereof, without prior written permission of the Lessor.

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THE LESSOR HEREBY COVENANTS WITH THE LESSEES:

- a) That the Lessees paying the rent herein reserved and observing and performing the covenants and conditions herein contained shall and may peaceably and quitely use and enjoy the premises during the said period of lease or its renewed period as the case may be without any interruption from or by the Lessor or any person rightfully claiming from or under him.
- t) To allow the Lessees to use the demised premises as

 its office, warehouse, or for other commercial purpose

 or for any other purposes connected with the Lessees

 such business.
- To pay all present and future rates, taxes, assessments, impositions and outgoings whatsoever in respect of the premises to the Municipal Corporation State or Central Government on other bodies.
- d) To maintain the leasehold property in tenantable condition and carryout such major repairs to the same as may be necessary to render it tenantable during the subsistance of this lease.
- e) To maintain all electrical, sanitary and water installation drainage and water spouts, etc., in and outside the demised premises in proper working order and condition to provide separate toilet and bathroom and water supply to the said premises and to provide separate electric meter.
- The Lessees shall have the right to provide and fix in the demised premises such furniture, fixtures, fittings, air conditioners, racks and partitions, shelves, etc as are necessary for the Lessees Office, Warehouse and other business purposes and remove and carry all or any of them while vacating the premises.

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The Lesses shall have the right to terminate this lesse at any time during the period of lesse granted herein or any of the renewed period by giving three months notice in writing to the Lessor to that effect.

In case of violence, due to war, civil commotion or fire, explosion, tempest, storms, flood, inevitable accident or other irresistable force or any political disturbance or otherwise causing damage to the premises, the Lessor will restore and reinstate the premises immediately at his own cost and meanwhile the rent or a fair proportionate part thereof shall abate until the premises shall be restored and reinstated and made ready for occupation provided always that if the premises shall not be restored and reinstated and made ready for occupation within a period of six months from the date of the happening of any such event, the Lessees shall be at liberty to give the Lessors notice in writing determining the said terms and thereupon the Lessee shall absolutely determine but without prejudice to any claim by either part in respect of any antecedent, breach of any covenant or condition herein contained.

For the purpose of giving notices or sending communications the address of each party as mentioned shall be deemed to be the proper address, provided that the notice/communication is made on such other address, as the party may have furnished to the other during the occupancy of this lease, in substitution of the address given hereinabove.

SCHEDULE

(Detailed description of the premises) 1750 sq.ft at 1-20-248, Rasoolpura, Secunderabad - 500 003.

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IN WITNESS WHEREOF the Lessor and Lessee hereto have subscribed their hands the dat, month and year first above written.

Signed and delivered by the within named Lessor

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in the presence of

Signed and delivered by the within named Lesses M/s.Kerala Transport Co.,

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