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L-G-Clceeer LEELA C. C STAMP VE L. No: 13/97, R. Hot. 19003

5-4-76/A. Cellar, Ranigunj SECUNDERABAD - 500 003,

## LEASE AGREEMENT

This LEASE AGREEMENT is made and executed at Secunderabad, on this the 20<sup>th</sup> day of August 2004 BETWEEN:-

Shri. SATISH MODI S/o. Late Shri. MANILAL C. MODI, aged 60 years, Occupation: Business, having his office at 5-4-187/324, 3<sup>rd</sup> Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003 and represented by his son and G.P.A Holder Shri. Soham Modi hereinafter referred to as 'THE LESSORS' (which expression shall unless it be repugnant to the context or meaning thereof) of the ONE PART;

AND

M/s. KILLICK ENGINEERING LIMITED a company incorporated under Indian Companies Act, 1913 and having their registered office at Killick House, Killick Estate, Baji Pasalkar Marg, Chandivli, Mumbai – 400 072 and a branch office amongst other places at 407, 4<sup>th</sup> Floor, "JADE ARCADE', 126, M. G. Road, Secunderabad - 500 003 (Andhra Pradesh) hereinafter referred to as THE LESSEES (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their successor and assigns) of the OTHER PART.

WHEREAS the Lessors are the Underwriters / Estate Manager of the premises bearing No. 1-20-248, Rasoolpura, Secunderabad 500 003, admeasuring 505 Sq. Ft. on the ground floor of the building more particularly described in the Schedule hereunder written and hereinafter referred to as 'the said premises'.

Per Pro Killick Engineering Ltd.

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AND WHEREAS the Lessees being in need of the said premises admeasuring 505 Sq. Ft. has requested the Lessors to grant to them a Lease of the said premises for use as a Godown for a period of 3 (three) years commencing from 1<sup>st</sup> September 2004 at a monthly rent of **Rs.** 5,000/- (Rupees Five Thousand only) lump sum with a renewal option to the Lessee for a further period of every 3 (three) years with an increase of 25% on the then prevailing rent.

AND WHEREAS the Lessors have agreed to grant to the Lessees the Lease of the said premises as aforesaid on the terms and conditions agreed between the parties hereto.

## NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1. In consideration of the monthly rent hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of the Lessees to be paid observed and performed the Lessors do hereby demised unto the Lessees the said premises situated at 1-20-248, Rasoolpura, Secunderabad containing by admeasuring 505 Sft. for a period of 3 (three) years commencing from 1<sup>st</sup> day of September, 2004 at a monthly rent of **Rs. 5,000**/-(Rupees Five Thousand only) lump sum.
- 2. THE LESSEES DOTH HEREBY COVENANT WITH THE LESSORS AS FOLLOWS:
  - a. To pay the monthly rent of **Rs. 5,000/-** to the Lessor or their authorised agents on or before the 5the day of each month in advance;
  - b. To bear and pay the electricity charges in respect of said premises;
  - c. To use the said premises for the purposes of their godown.
  - d. To permit the Lessors and their servants and agents at all reasonable times to enter upon the said premises for the purposes of Inspection and examination of the state and condition of the said premises.
- 3. The Lessors, to the intent that obligations herein contained may continue throughout the term hereby granted do hereby granted do hereby covenant with the Lessee as follows:
  - a. To pay all rents, rates, taxes, cesses, which may be levied or payable in respect of the said premises to the Government, Municipal or other public body or local authorities.
  - b. That the Lessees paying the monthly rent hereby reserved and observing and performing the several covenants and conditions on the part of the Lessees herein contained shall quietly and peacefully use and occupy the said premises during the period of the Lease hereby granted without any interference, disturbance or annoyance by the Lessors, or by any person lawfully or rightfully claiming by from under or in trust for the Lessors or otherwise howsoever.
  - c. To permit the Lessees to place their name board at the appropriate place on the said premises.
  - d. To grant the Lessees renewal of the Lease of the said premises for a further period every three years with an increase of 25% on the then prevailing rent.
  - e. The Lessee has taken out lease portion adjacent the said premises as per the terms of lease agreement dated 20<sup>th</sup> August 2004 for its sister concern viz. M/s. Killick Nixon Ltd., from the Lessor. The Lessee shall not be entitled to surrender the usage of the existing premises as along as the lease for the adjacent premises M/s. Killick Nixon Ltd. is subsisting.
- 4. The Lessees shall comply with the relevant provisions of law relations to the use of the said premises as also comply with the terms conditions stipulations and covenants contained therein. In case of any non-compliance thereof the Lessors shall be entitled to terminate the Lease, after giving to the Lessees one month's notice in writing to remedy the breach compliance of and on the Lessees failure to remedy the breach within the period of two months.

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## **SCHEDULE OF THE PROPERTY**

Godown area of 505 Sft. of Ground Floor is situated at 1-20-248, Rasoolpura, Secunderabad bounded on the:

<b>NORTH BY:</b>	Road
<b>SOUTH BY:</b>	Premises leased to Killick Nixon Ltd
EAST BY:	Premises occupied by Killick Nixon Ltd.
WEST BY:	Premises occupied by V-Trans India (P) Ltd.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on this document and plans on this day and year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED by the within named LESSORS SHRI SATISH MODI represented by his G.P.A Holder Shri. Soham Modi in the presence of:

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SIGNED SEALED AND DELIVERED for and on behalf of the within named LESSES M/s. KILLICK ENGINEERING LIMITED by the hand of its constituted Attorney SHRI P. ASHOK KUMAR in the presence of

Per Pro Killick Engineering Ltd.

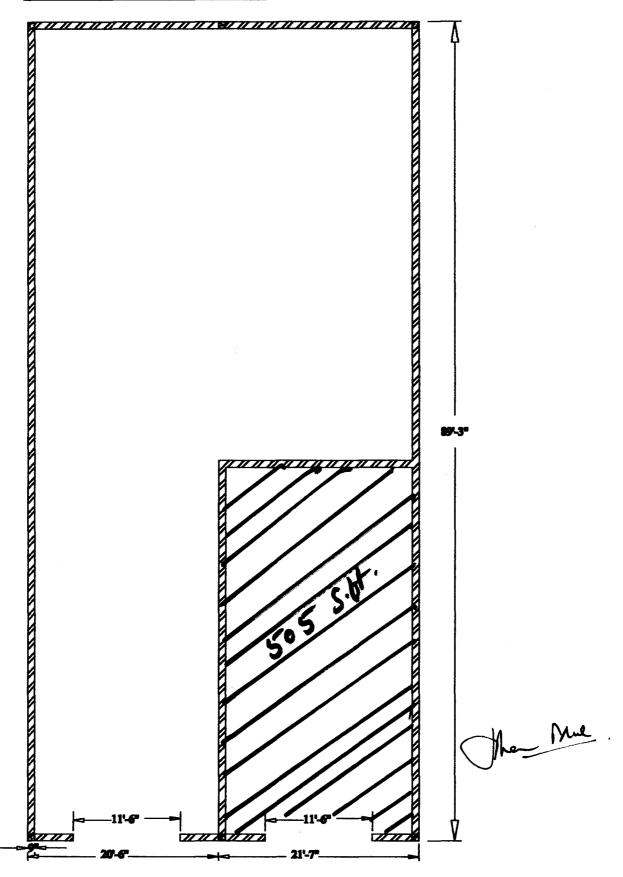
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Branch Manager

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## PLAN SHOWING PREMISES BEARING NO.1-20-248, SITUATED AT RASULPURA, SEC-BAD, ADMEASURING 505 aft ON THE GROUND FLOOR LEASED TO M/S. KILLICK ENGG. LTD.



Per Pro Killick Engineering Ltd.

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