

WITNESSETH:

WHEREAS the LESSOR is the absolute owner of the office Premises admeasuring 1500 sft of super built up area bearing No.5-4-187/3 & 4/4, on the first floor of the building known as Soham Mansion, M. G. Road, Secunderabad – 500 003. 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.

WHEREAS the LESSORS have entered into a property management agreement dated 1st August 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The LESSORS have also given a specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01.08.2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc.

KNOW ALL MEN BY THESE PRESENTS THAT IN PURSUANCE of the rent hereby reserved and the covenants agreed specified hereunder the LESSOR 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 & 4/4, first floor, situated at M G Road, Secunderabad - 500 003 having a super built area of about 1500 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. 9,000/- (Rupees Nine Thousand 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. 1,08,000/ - (Rupees One Lakh Eight Thousand Only) as interest free deposit on the execution of agreement 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 six years commencing from 1st September.2004. This agreement of lease between the said LESSOR and 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 of 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.

For Modi Properties & Investments Pvt. Ltd. .


Managing Director

ENGINEERING EXPORT PROMOTION COUNCIL


P. NATARAJAN
Regional Manager

- 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 utilise 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 20% at the end of every 3 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 LESSORS HEREBY COVENANTS AS UNDER:-

1. The LESSOR shall pay the property taxes pertaining to the leased premises.
2. The LESSOR agreed 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 agreed 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.

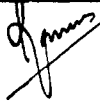
SCHEDULE OF THE PREMISES


All that portion consisting of the office space situated on the first floor of the building known as Soham Mansion, bearing No. 5-4-187/3 & 4/4, Situated at M G Road, Secunderabad - 500 003, admeasuring about 1500 sft bounded by


North by	20 ft. common passage
South by	Lobby & Staircase.
East by	Open to Sky, M. G. Road
West by	Premises Occupied by M/s. ManCon India Services Pvt. Ltd..

IN WITNESS WHEREOF the parties hereto have put their hands to this Lease Deed on the date, month and year mentioned above.


WITNESSES:

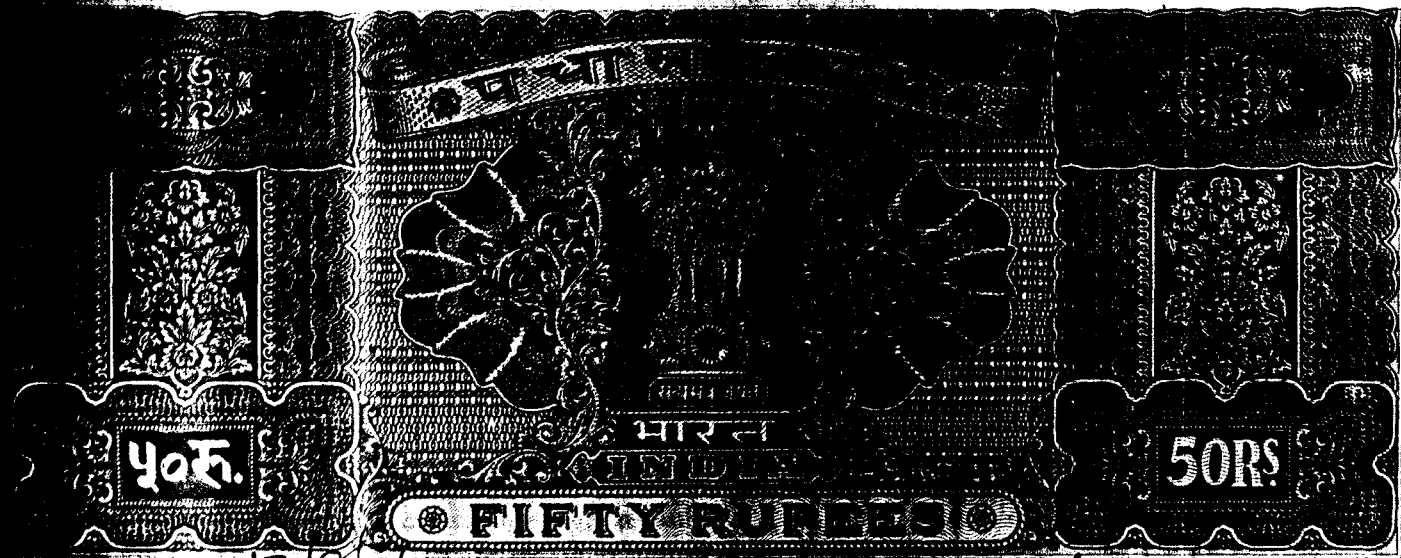
1.  M. GANESHAN
DEPUTY DIRECTOR
EEPC, CHENNAI.

2. 
M. Sothode


P. NATARAJAN
Regional Manager
LESSEE

For Modi Properties & Investments Pvt. Ltd.


LESSOR
Managing Director
Rep. by . Soham Modi, Managing Director of
Modi Properties & Investments Pvt. Ltd.



No. 26/86 Date 17/8/04 Rs. 50/-
Sold to Smt. Nirmalaben Kantilal
For Whom Desai Charitable Trust

L. G. Chimalgi
LEELA G. CHIMALGI
STAMP VENDOR
L No: 14/2/003
6-4-76/ Ranigunj
SECUNDERABAD - 500 003

GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREEMENT executed at Secunderabad, on this the 1st day of September, 2004 by and between: -

M/s. Engineering Export Promotion Council, having its registered office at Maalavika Centre, 3rd Floor, 144/145, Kodambakkam High Road, Chennai - 600 034, represented by its authorised signatory Mr. P. Natarajan, S/o: Late Padmanabhan, aged about 59 years hereinafter referred to as the "HIREE" (which term shall mean and include whenever the context may so require its successors-in-interest)

AND

Smt. Nirmalaben Kantilal Desai Charitable Trust, having its office at 4-3-161, Hill Street, Ranigunj, Secunderabad - 500 003, represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, having its registered office at 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad, represented by its Managing Director Mr. Soham Modi, hereinafter jointly referred to as the "OWNER" (which term shall mean and include whenever the context may so require its successors-in-interest);

For Modi Properties & Investments Pvt. Ltd.

Soham Modi
Managing Director

ENGINEERING EXPORT PROMOTION COUNCIL

P. Natarajan
P. NATARAJAN
Regional Manager

WITNESSETH

The HIREE has obtained on lease vide Lease Agreement dated 1st September 2004, the office Premises admeasuring 1500 sft of super built up area bearing No.5-4-187/3 & 4/4, on the first floor of the building known as Soham Mansion, M. G. Road, Secunderabad – 500 003, from the OWNER. At the request of the HIREE, the OWNER has agreed to provide amenities to the HIREE more fully described in the agreement dated 1 August 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The LESSORS have also given a specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01.08.2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc

NOW THIS DEED WITNESSETH AS UNDER:

1. The HIREE shall pay amenities charges of Rs. 9,000/- (Rupees Nine Thousand Only) per month apart from and along with the rent payable.
2. The HIREE shall enhance the amenities charges by 20% at the end of every 3 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 amenities charges shall be deemed to be a breach of the covenants 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. 750/- (Rupees Seven Hundred and Fifty Only) per month to the OWNER, or to any other party that the owner may direct, towards the maintenance of common areas, 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 toilets.
- 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 first and at the place mentioned above.

WITNESSESS:

1. M. GAMESAN
Dy. DIRECTOR
E.E.P.C.I, CHENNAI-600034
2. [Signature]

ENGINEERING EXPORT PROMOTION COUNCIL

[Signature]
PRNATARAJAN
Regional Manager

HIREE

For Modi Properties & Investments Pvt. Ltd.

[Signature]
OWNER
Managing Director

Sp. by. Soham Modi, Managing Director of
Modi Properties & Investments Pvt. Ltd.