

Sold το LAYS: HADHAVILK EDIA,

NO. N.AV. EEN KUMAR IS EDIA,

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L No: 1397 A Walf 003
6-4-76/A Celler, Sanigunj
SECUNDERABAD - 500 003

LEASE AGREEMENT

This LEASE AGREEMENT made and executed at Secunderabad, on this the 15th of September, 2004 by and between: -

M/s. Metal Creek Motors, rep. by its Proprietor Mr. Krishna Prasad Immanni, S/o. Sri I. Seshagiri Rao, aged 27 years resident of Plot No. 115/A, Hanumanji Co-operative Society, Brig Syed Road, Tad bund, Secunderabad, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

Smt. Madhavi Kedia W/o. Shri. Naveen Kumar Kedia aged 25 years, Occupation: Service, residing at 5-9-22/53, Adarshnagar, Hyderabad hereinafter referred to as the "LESSOR" which term shall mean and include whenever the context may so require his successors-in-interest);

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WHEREAS the **LESSOR** is the absolute owner of the showroom space on the basement floor admeasuring about 885 Sq. ft. of super-built-up area in the building known as Soham Mansion, bearing Nos. 5-4-187/3 & 4 (Part) situated at M. G. Road, Secunderabad $-500 \ 003$.

The **LESSEE** is in the occupation of the Scheduled Property vide registered lease agreement dated 13th April 2004 vide document No. 586/2004.

The LESSEE has requested the LESSOR for continuing the lease on the same terms and conditions as specified in the above said lease agreement dated 13th April 2004 and the LESSOR has agreed for the same.

KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the rent hereby reserved and the covenants agreed specified hereunder, the **LESSOR** doth hereby grant and the **LESSEE** doth hereby taken on lease the showroom space on the basement floor admeasuring about 885 Sq.ft. of super-built-up area in the building known as Soham Mansion, bearing Nos. 5-4-187/3 & 4 situated at M. G. Road, Secunderabad – 500 003, more particularly described at the foot of this document, on the following terms and conditions:-

1) The **LESSEE** shall pay a rent as per the table given below of per month exclusive of Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder:

Period (Months)	Total Rent
September'04 to April'05	Rs. 2,500
May'05 to Apr'06	Rs. 2,650
May'06 to Apr'07	Rs. 2,809
May'07 to Apr'08	Rs. 2,978

- 2) The lease shall be for a period of five years, commencing from 1st May 2003. The **LESSEE** shall have an option to renew this lease agreement for a further period of 5 (Five) years on the same terms and conditions, including periodic enhancement of rent. 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.
- 3) The **LESSOR** and the **LESSEE** hereby undertake to execute a regular Lease Deed if and when called upon by either of the parties to do so at any time during the currency of the Lease Agreement.
- 4) The expenses of Stamp Duty and Registration charges of this agreement in duplicate and all other incidental expenses shall be borne by the LESSOR in full.

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THE LESSEE HEREBYY 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 carryout 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/showroom/workshop for Automobile repairs, 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 this Lease in favour of anyone.
- 7) The LESSEE shall enhance the rent by 6% compound at the end of every year, next increase being from 1st May 2005.
- 8) The **LESSEE** shall permit the **LESSOR** or anyone authorized by it, to inspect the demised portion at all reasonable hours of the day.
- 9) The LESSEE agrees to pay the property tax and other taxes pertaining to the leased premises.

THE LESSOR HEREBY COVENANTS AS UNDER:

- 1. 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 default as specified above.
- 2. The **LESSOR** agree 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.

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DESCRIPTION OF THE DEMISED PORTION

All that portion on the basement floor admeasuring about 885 sft. of super-built-up area in the building known as Soham Mansion, situated at 5-4-187/'3 & 4 (part) M. G. Road, Secunderabad - 500 003 bounded by:

NORTH by	: Premises owned by M. C. Modi Educational Trust and Mrs. Geeta Desai
SOUTH by	: Premises owned by Mr. Sourabh Modi occupied by Bank of Baroda
EAST by	: M. G. Road
WEST by	: Open land & parking area.

IN WITNESS WHEREOF, the LESSEE and the LESSOR have signed these presents on the date and at the place mentioned above.

WITNESSES:

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LEELA G. CHIMALGI STAM - VENDOR L No: 1597 - NO. 1/2003

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

GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREEMENT made and executed at Secunderabad, on this the 15th the day of September 2004 by and between:-

Sime: Madhavi Kedia W/o. Shri. Naveen Kumar Kedia aged 25 years, Occupation: Service, residing at 5-9-22/53, Adarshnagar, Hyderabad hereinafter referred to as the "HIRER", (which term shall mean and include whenever the context may so require his successors-in-interest);

AND*

M/s. Metal Creek Motors, rep. by its Proprietor Mr. Krishna Prasad Immanni, S/o. Sri I. Seshagiri Rao, aged 27 years resident of Plot No. 115/A, Hanumanji Co-operative Society, Brig Syed Road, Tad bund, Secunderabad hereinafter referred to as the "HIREE" (which term shall mean and include whenever the context may so require its successors-in-interest);

Page 1 of 3

WITNESSETH

The **HIREE** has obtained on lease vide Lease and General Amenities Agreement both dated 13th April 2004 for the showroom space on the Basement Floor of the building known as Soham Mansion, bearing No-5-4-187/3 & 4 (part) situated at M. G. Road, Secunderabad – 500 003 having a super built area of about 885 sft. on the basement floor from the previous **HIRER** Shri. Satish Modi. The **HIREE** has requested the present **HIRER** for continuing the lease on the same terms and conditions as specified in the above said General Amenities Agreement dated 13th April 2004 and the **HIRER** has agreed for the same.

At the request of the **HIREE**, the **HIRER** 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 **HIRER**.

NOW THIS DEED WITNESSETH AS UNDER:

1. The **HIREE** shall pay amenities charges as per the table given below apart from and along with the rent payable.

Period (Months)	Total Amenities
September'04 to April'05	Rs. 2,500
May'05 to Apr'06	Rs. 2,650
May'06 to Apr'07	Rs. 2,809
May'07 to Apr'08	Rs. 2,978

- 2. The **HIREE** shall enhance the amenities charges by 6% compounded at the end of every year, next increase being from 1st May 2005.
- 3. The **HIREE** shall pay the amenities charges for each month on or before the 7th day of the succeeding month to the **HIRER**.
- 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 **HIRER** 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 @ Rs. 0.50 per Sq. ft. for the ground floor and basement per month to the **HIRER**, or to any other party/agency/association that the **HIRER** may direct, towards the maintenance of common areas, security, water charges, etc. subject to increase from time to time.

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PARTICULARS OF AMENITIES:

- 1) Providing of windows and doors.
- 2) Providing of toilets.
- 3) Providing of electric power connection.
- 4) Providing of common parking for cars & scooters.
- 5) Providing of tiles for flooring

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

WITNESSESS:

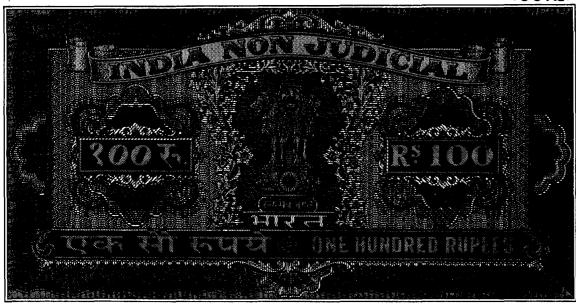
* Madhari Ledia

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HIREE

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LEELA G. CHIMALGI

STAMP VENDOR

L No: 13/97 K d n 1/2003

5-4-76/A CMIRC, Ranigunj

SECUNDERABAD - 500 003.

DEPOSIT AGREEMENT

THIS Deposit Agreement is made and executed at Secunderabad on this the 10 th day of September 2004 by and between:

M/s. Metal Creek Motors, rep. by its Proprietor Mr. Krishna Prasad Immanni, S/o. Sri I. Seshagiri Rao, aged 27 years resident of Plot No. 115/A, Hanumanji Co-operative Society, Brig Syed Road, Tad bund, Secunderabad, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

Shri Naveen Kumar Kedia HUF represented by its Karta Shri. Naveen Kumar Kedia S/o. Shri. Kailash Chand Kedia, aged 25 years, Occupation: Business, residing at 5-9-22/53, Adarshnagar, Hyderabad hereinafter referred to as the "LESSOR" which term shall mean and include whenever the context may so require his successors-in-interest);

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WHEREAS the **LESSOR** is the absolute owner of the showroom space on the ground floor admeasuring about 1,705 Sq. ft. of super-built-up area in the building known as Soham Mansion, bearing Nos. 5-4-187/3 & 4 (Part) & 5-4-187/3 & 4/2, situated at M. G. Road, Secunderabad $-500\ 003$.

The LESSEE is in the occupation of the Scheduled Property vide registered lease agreement dated 13th April 2004 vide document No. 586/2004.

The Lessee has requested the Lessor for continuing the lease and the Lessor has agreed the same and has been entered a fresh lease agreement dated 10.0% with the Lessee.

The LESSEE has paid to the previous Lessor Mr. Satish Modi a sum of Rs. 4,95,000/- (Rupees Four Lakhs and Ninty Five Thousand only) towards security deposit as per the deposit agreement dated 13th April 2004.

Out the above said security deposit of **Rs.4,95,000**/- a sum of **Rs.2,50,000**/- (Rupees Two Lakhs and fifty Thousand only) has been paid to the LESSOR by the previous Lessor Mr. Satish Modi vide cheque No.556477 dated 9th September 2004 drawn on HDFCE Bank, S. D. Road, Secunderabad Branch, Secunderabad towards his share of security deposit for the Scheduled Premises.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- The LESSEE has, on or before the execution of this Agreement deposited with the
 previous Lessor Mr. Satish Modi and the said deposit as an interest free security
 deposit which shall remain deposited with the previous Lessor Mr. Satish Modi
 during the subsistence and operation of the said Lease Agreement and the renewal if
 any, thereof.
- 2. The Lessor has purchased the Scheduled Property vide Sale Deed No. 1545 dated 10.01.05 from the previous Lessor Mr. Satish Modi and Mr. Satish Modi has paid the security deposit amount of Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) to the Lessor.
- 3. The Lessor has taken the responsibility of repayment the said security deposit of Rs. 2,50,000/- (Rupees Two Lakhs and fifty Thousand only) which shall be refunded by the Lessor to the Lessee at the time vacating satisfactory handing over of the premises. The Lessee shall not be entitled to any interest on the Security Deposit lying with Lessor.
- 4. This Agreement shall remain in force upto the date on which the said Lease Agreement dated (10.09.1200) or any renewal thereof expires by efflux of time or until the said lease agreement or its renewal is, earlier determined or terminated as provided therein or comes to an end for any reason whatsoever.

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5. The Lessor hereby further agrees, undertakes with the Lessee that during the subsistence of this Agreement and upon the Lessee performing and observing the terms and conditions of this agreement and lease agreement, the Lessor shall not in any way hinder or obstruct the Lessee in the use and enjoyment of the leased premises.

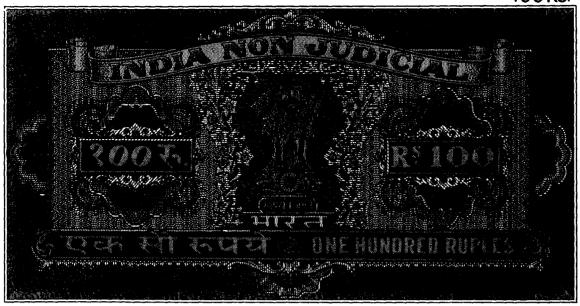
IN WITNESS WHEREOF, the \boldsymbol{LESSEE} and the \boldsymbol{LESSOR} have signed these presents on the date and at the place mentioned above.

WITNESSES:

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L. No: 13/97 - 1/2003
6-4-76/A Chim, Banigun
SECUNDERABAL - 500 003.

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AND

Shri Naveen Kumar Kedia HUF represented by its Karta Shri. Naveen Kumar Kedia S/o. Shri. Kailash Chand Kedia, aged 25 years, Occupation: Business, residing at 5-9-22/53, Adarshnagar, Hyderabad hereinafter referred to as the "LESSOR" which term shall mean and include whenever the context may so require his successors-in-interest);

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KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the rent hereby reserved and the covenants agreed specified hereunder, the LESSOR doth hereby grant and the LESSEE doth hereby taken on lease the showroom space on the ground floor admeasuring about 1,705 Sq.ft. of super-built-up area in the building known as Soham Mansion, bearing Nos. 5-4-187/3 & 4 & 5-4-187/3 &4/2, situated at M. G. Road, Secunderabad – 500 003, more particularly described at the foot of this document, on the following terms and conditions:-

1) The LESSEE shall pay a rent as per the table given below of per month exclusive of Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder:

Period (Months)	Total Rent
September'04 to April'05	Rs. 12,870
May'05 to Apr'06	Rs. 13,642
May'06 to Apr'07	Rs. 14,461
May'07 to Apr'08	Rs. 15,328

- 2) The lease shall be for a period of five years, commencing from 1st May 2003. The LESSEE shall have an option to renew this lease agreement for a further period of 5 (Five) years on the same terms and conditions, including periodic enhancement of rent. 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.
- 3) The LESSOR and the LESSEE hereby undertake to execute a regular Lease Deed if and when called upon by either of the parties to do so at any time during the currency of the Lease Agreement.
- 4) The expenses of Stamp Duty and Registration charges of this agreement in duplicate and all other incidental expenses shall be borne by the **LESSOR** in full.

THE LESSEE HEREBYY COVENANTS AS UNDER:

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- 7) The LESSEE shall enhance the rent by 6% compound at the end of every year, next increase being from 1st May 2005.
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- 9) The LESSEE agrees to pay the property tax and other taxes pertaining to the leased premises.

THE LESSOR HEREBY COVENANTS AS UNDER:

 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 default as specified above.

2. The LESSOR agree 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.

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DESCRIPTION OF THE DEMISED PORTION

All that portion on the ground floor admeasuring about 1,705 sft. of super-built-up area in the building known as Soham Mansion, situated at 5-4-187/3 & 4 (part) & 5-4-187/3 &4/2, M. G. Road, Secunderabad - 500 003 bounded by:

NORTH by	: Premises owned by Shri. Satish Modi & Mr. Mahesh Desai & Others
SOUTH by	: Premises owned by Mr. Sourabh Modi and occupied by Bank of Baroda
EAST by	: M. G. Road
WEST by	: Open land & parking area.

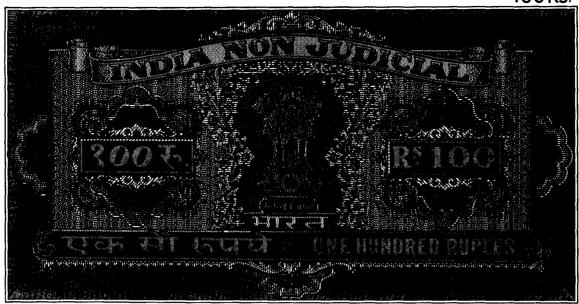
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WITNESSES:

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GENERAL AMENITIES AGREEMENT

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AND

M/s. Metal Creek Motors, rep. by its Proprietor Mr. Krishna Prasad Immanni,, S/o. Sri I. Seshagiri Rao, aged 27 years resident of Plot No. 115/A, Hanumanji Co-operative Society, Brig Syed Road, Tad bund, Secunderabad hereinafter referred to as the "HIREE" (which term shall mean and include whenever the context may so require its successors-in-interest);

* Novemkedia

WITNESSETH

The HIREE has obtained on lease vide Lease and General Amenities Agreement both dated 13th April 2004 for the showroom space on the Ground Floor of the building known as Soham Mansion, bearing No-5-4-187/3 & 4 (part), 5-4-187/3 &4/2 situated at M. G. Road, Secunderabad – 500 003 having a super built area of about 1,705 sft. on the ground floor from the previous HIRER Shri. Satish Modi. The HIREE has requested the present HIRER for continuing the lease on the same terms and conditions as specified in the above said General Amenities Agreement dated 13th April 2004 and the HIRER has agreed for the same.

At the request of the **HIREE**, the **HIREE** 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 **HIRER**.

NOW THIS DEED WITNESSETH AS UNDER:

1. The **HIREE** shall pay amenities charges as per the table given below apart from and along with the rent payable.

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- 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 **HIRER** 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 @ Rs. 0.50 per Sq. ft. for the ground floor and basement per month to the **HIRER**, or to any other party/agency/association that the **HIRER** may direct, towards the maintenance of common areas, security, water charges, etc. subject to increase from time.

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PARTICULARS OF AMENITIES:

- 1) Providing of windows and doors.
- 2) Providing of toilets.
- 3) Providing of electric power connection.
- 4) Providing of common parking for cars & scooters.
- 5) Providing of tiles for flooring

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

WITNESSESS:

1. Kon Caler

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HIREE