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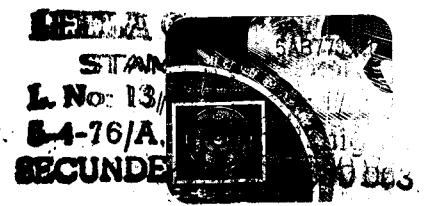
L.A. Clearing
09AA 370520

S. No. 11916 Date 30/1/2006

Sold to D. Phani Kumar

By D. N. Murthy

For Whom M.C. Modi Educational Trust Sec



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 Trust

For PIXEL VISUALS

G. Srikanth
Partner

[Signature]
Trustee

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 covenants 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 **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 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.

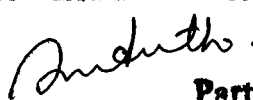
THE LESSEE HEREBY COVENANTS AS UNDER:-

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.

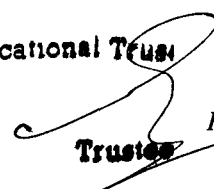
THE LESSOR HEREBY COVENANTS AS UNDER:-

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 PIXEL VISUALS


Partner

For M. C. Modi Educational Trust


Trustee

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:

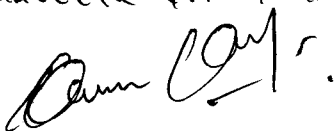
North By : Premises Occupied by M/s. Schaltech Automation Pvt. Ltd. &
Staircase
South By : Neighbour's Building
East By : Neighbour's Office
West By : Open Land and basement portion occupied by Bank of Baroda

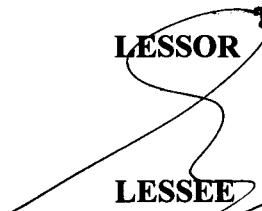
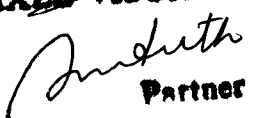
In witness whereof the **LESSEE** and the **LESSOR** have signed these presents on the date and at the place mentioned above.

For M. C. Modi Educational Trust

WITNESSES:

1. A. SHANKER REDDY


2. NAVEEN VASHISHTA -


LESSOR ^{Trustee}

LESSEE
For PIXEL VISUALS

Partner



ఆంధ్ర ప్రదేశ్, ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
 Sold to... *Phani Kumar*
 S/o... *M. C. Modi Educational Trust*
 No. *500 003*

L. C. Chetty
 09AA 370522
 LEE...
 S...
 L. No...
 5-4-7
 SECUR...
 500 003

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

G. Srikanth
Partner

For M. C. Modi Educational Trust

[Signature]
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 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. 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:

1. *A. SHANKAR REDDY*
2. *NAUGEN VASUDEVA*
Owner

For PIXEL VISUALS
[Signature]
HIREE Partner

For M. C. Modi Educational Trust
[Signature]
OWNER
Trustee