

ومرن المحقرة عانه المحتورة ANDHRA PRADESH

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## **DEPOSIT AGREEMENT**

THIS AGREEMENT FOR PAYMENT OF SECURITY DEPOSIT is made and executed on this the 13<sup>th</sup> day of April 2004 between:

Shri Satish Modi, S/o. Late Manilal C. Modi, aged 60 years, Occupation: Business, residing at Plot No. 280, Jubilee Hills, Hyderabad – 500 034 hereinafter jointly referred to as the "LESSOR" which term shall mean and include whenever the context may so require its 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 "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

WHEREAS the LESSOR is the absolute owner of the showroom space on the ground floor admeasuring about 2,835 sft. of super-built-up area and in the basement floor admeasuring 1,300 S.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. (hereinafter collectively referred to as "the Leased Premises"). The LESSEE has requested the LESSOR to grant on lease the above said Leased Premises and the LESSOR agreed to give on lease on the terms and conditions specified in the lease agreement dated 13<sup>th</sup> April 2004.

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AND WHEREAS in furtherance of the said Lease Agreement, the LESSEE has agreed to deposit with the LESSOR a sum of Rs.4,95,000/- (Rupees Four Lakhs Ninty Five Thousand only) as and by way of security deposit (hereinafter refererred to as "the said deposit") on the terms and conditions hereinafter mentioned.

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

- 1. The LESSEE has, on or before the execution of this Agreement, deposited with the LESSOR the said deposit as an interest-free security deposit which shall remain deposited with the LESSOR during the subsistence and operation of the said Lease Agreement and the renewal, if any, thereof.
- 2. This Agreement shall remain in force upto the date on which the said Lease Agreement 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.
- 3. 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 LESSEE and the LESSOR have signed these presents on the date and at the place mentioned above.

WITNESSES:

1. Presonon (Pretura Radoro)

2. Nomenhuri
(RATIESH KRISHNA)