



No. 2368 00252
 Sold to Satish Modi A.P. 28 LM
 To Manihal C. Modi
 For Whom Self Sec

Leela G Chimalgi
 LEELA G CHIMALGI
 STAMP VENDOR
 L. No. 13/97 P No 12 2000
 5 4 76/A. Cellar,
 Opp: TVS Show Room,
 Ranigunj, SEC'BAD-3,

UNDERWRITING CUM LEASE AGREEMENT

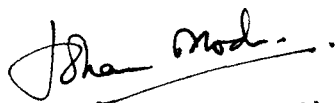
This under writing agreement is made and executed on this 8th day of August 2000 by and between:-

Smt. Nirmalaben Kantilal Desai Charitable Trust, a public charitable trust having its office at 4-3-161, Hill Street, Secuderabad, represented by its trustee **Shri Mahesh Kantilal Desai**, S/o. **Shri. Kantilal Desai**, hereinafter called the **Owner of the ONE PART**.

AND

Shri. Satish Modi S/o. Late **Shri. Manilal C. Modi** ., aged 56 years, Occupation: Business, resident of Plot No.280, Road No.25, Jubilee Hills, Hyderabad represented by his son and G. P. A holder, **Mr. Soham Modi** aged about 30 years, hereinafter referred to as the **Underwriter of the OTHER PART**.

The expressions "The Owner" and "The Underwriter" shall unless its repugnant to the context or meaning thereof, shall mean and include its executors, administrators, successors in office etc.


 SOHAM MODI
 (GPA OF SATISH MODI)




WHEREAS:

1. The Owner owns free from any encumbrances and is in possession of an immovable property bearing No. 5-4-187/ 3 & 4/4, admeasuring 3000 sft on 1st floor, in the building complex known as Soham Mansion, situated at M G Road, Secunderabad (hereinafter referred to as Schedule Premises).
2. The Owner being interested in letting out the Schedule Premises with a view to generate regular monthly income which can be applied for the objects of the charitable trust.
3. The Underwriter has experience and expertise in the business of real estate as developers, managers and underwriters and other related activities.
4. The Owner has approached the Underwriter with a view to give on lease the Schedule Premises to the Owner at a fixed monthly lease charges and the Underwriter agreed to underwrite and take on lease the Schedule Premises.
5. The parties hereto are desirous of reducing into writing the terms and conditions of this agreement.

NOW THIS UNDERWRITTEN AGREEMENT WITNESSETH AS UNDER:

1. That in pursuance of underwriting rent hereby reserved and covenants agreed and specified hereunder the Owner doth hereby grant and Underwriter hereby take on lease the Schedule Premises measuring 3000 sft. bearing No. 5-4-187/3 & 4/4, on first floor of the building known as Soham Mansion, M G Road, Secunderabad, and more particularly described at the foot of this document .
2. The Underwriter shall pay a rent of Rs. 20,000/- p.m. exclusive of water and electricity consumption charges.
3. The rent provided in clause No. 2 above shall be increased by 7% at the end of every year. The first such enhancement shall fall due with effect from 1st August 2001.
4. This agreement shall be for a period of 6 years commencing from 1st August 2000.
5. That the Underwriter having underwritten the Schedule Premises shall be entitled to let out the same either in whole or in part to such persons, bodies or authorities as the Underwriter may deem proper and on such rents and other terms as the Underwriter may deem proper without any let or hindrance from the Owner.
6. That the Underwriter shall be entitled to sub-let the Schedule Premises as provided above without any prior permission from the Owner and the Owner shall not raise any objection on such letting out of the Schedule Premises by the Underwriter under this agreement.
7. The Underwriter having under written and has assured to the Owner a monthly rent of Rs. 20,000/- commencing from 1st August 2000, it shall be the unqualified responsibility and obligation of the Underwriter to pay to the Owner the aforesaid rent whether or not the Underwriter is able to find tenants in respect of the Schedule Premises and whether or not the Underwriter realises the aforesaid agreed monthly rent of Rs. 20,000/- from its sub-tenants/lessees.


SOHAM MODI
(GPA OF SATISH MODI)

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8. All municipal taxes, cesses, and other taxes and other out goings in respect of the Schedule Premises shall be borne by the Owner.
9. This agreement between the Owner and the Underwriter can be terminated by the Owner with a advance notice of 6 (Six) months.
10. On expiry or upon termination of this agreement the sub-lessees or sub-tenants of Underwriter herein shall directly become the lessees and or tenants of the Owner and the Owner and such tenants should abide by the terms and conditions of the sub-lease agreements entered into by and between the sub-lessees/sub-tenants and the Underwriter herein. However the Underwriter herein shall transfer to the Owner the security deposits collected from the sub-lessees/sub-tenants on the expiry or termination of this agreement and it shall be the responsibility of the Owner to repay such security deposits to the sub-lessees/sub-tenants on expiry of the relevant agreements with them.
11. The Underwriter shall pay the underwritten rent regularly for each month on or before 10th of every succeeding month.
12. The Underwriter shall permit the Owner or anyone authorised by it to inspect the Schedule Premises at all reasonable hours of the day.
13. The Owner shall not let out Schedule Premises or any part thereof directly to any persons during the period of subsistence of this agreement.

SCHEDULE PREMISES


All that piece and parcel of the premises admeasuring 3000 sq. ft. bearing No. 5-4-187/3 & 4/4, on the first floor in the building known as Soham Mansion, situated at M G Road, Secunderabad, bounded on

NORTH BY:	20' wide passage and Neighbours Building
SOUTH BY:	Staircase and Premises occupied by Deepika Fund Pvt Ltd
EAST BY:	M.G.Road
WEST BY:	Open Land

In witness whereof the Owner and the Underwriter have signed this agreement on the date and the place mentioned above.

WITNESSES:

- 1.
- 2.



OWNER



SOHAM MODI
GPA OF SATISH MODI

UNDERWRITER

