

आन्ध्र प्रदेश ANDHRA PRADESH

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LEELA G. CHIMALGI STAMP VENDOR L.No. 02/2006 5-4-76/A, Cellar, Ranigunj SECUNDERABAD-500 003

LEASE AGREEMENT

This Lease Agreement executed at Secunderabad on this the 24th day of August 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 Shri Pramodi Modi, aged about 66 years, resident of 1-8-165, P. G. Road, Secunderabad – 500 003, 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. Modi Properties & Investments Pvt. Ltd., a company incorporated under the Companies Act, 1956 having its office at 5-4-187/3&4/7, II Floor, Soham Mansion, M. G. Road, Secunderabad, and represented by its Managing Director Shri Soham Modi, Son of Shri Satish Modi, aged 36 years, hereinafter referred to as the LESSEE (which term shall mean and include whenever the context may so require its successors-ing Modi Properties & Investments Pvi. Lto interest).

Hor M. C. Modi Educational Trust

WHEREAS the LESSOR is the absolute owner of the office space situated on the second floor, of the building known as Soham Mansion, bearing no. 5-4-187/3&4/7, situated at M. G. Road, Secunderabad – 500 003, having a super-built area of about 1,500 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 second floor, of the building known as Soham Mansion, bearing no. 5-4-187/3&4/7, situated at M. G. Road, Secunderabad – 500 003, having a super-built area of about 1,500 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. 6,000/- (Rupees Six Thousand Only) per month exclusive of water & 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. 72,000/- (Rupees Seventy Two 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 5 years commencing from 1st July 2006. This agreement of lease between the said LESSOR and the said LESSEE can be terminated by the LESSEE with an advance notice of 3 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 water & 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 M. C. Modi Educational Trust

for Modi Properties & investments Pvi. Ltd.,

Managing Director

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DESCRIPTION OF THE DEMISED PORTION

All that portion consisting of the office space situated on the second floor, of the building known as Soham Mansion, bearing no. 5-4-187/3&4/7, situated at M. G. Road, Secunderabad – $500\ 003$, having a super-built area of about 1,500 sft., bounded by

North By

: Staircase & Lobby

South By

: Premises belonging to Lessor

East By

: M. G. Road

West By

: Open to sky

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

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LESSOR

WITNESSES:

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LEELA G. CHIMALGI

L.No. 02/2006

6-4-76/A, Cellar, Ramigunj **SECUNDERABAD-500 003**

GENERAL AMENITIES AGREEMENT

This General Amenities Agreement executed at Secunderabad on this the ____ day of August, 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 Shri Pramodi Modi, aged about 66 years, resident of 1-8-165, P. G. Road, Secunderabad – 500 003, hereinafter referred to as the OWNER (which term shall mean and include whenever the context may so require its successor-in-interest).

AND

M/s. Modi Properties & Investments Pvt. Ltd., a company incorporated under the Companies Act, 1956 having its office at 5-4-187/3&4/7, II Floor, Soham Mansion, M. G. Road, Secunderabad, and represented by its Managing Director Shri Soham Modi, Son of Shri Satish Modi, aged 36 years, hereinafter referred to as the HIREE (which term shall mean and include whenever the context may so require its successors-in-interest).

For M. C. Modi Educational Trust

Trustee

For Modi Properties & Investments Pvt. Ltd.

Managing Directo

WITNESSETH

The HIREE has obtained on lease vide Lease Agreement dated 24th August 2006, the office space situated on the second floor, of the building known as Soham Mansion, bearing no. 5-4-187/3&4/7, situated at M. G. Road, Secunderabad – 500 003, having a super-built area of about 1,500 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. 6,000/- (Rupees Six Thousand 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 years 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 convenants 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, 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:

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For M. C. Modi Educationa

OWNER