

WHEREAS:

- A. The LESSOR is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the premises viz: a portion of the ground floor admeasuring 3,675 square feet forming a part of the building known as Usha Kiran Complex, bearing No. 1-8-167 to 179/2, situated at S D Road, Secunderabad – 500 003, hereinafter referred to as the “Scheduled Premises” more particularly described in the schedule given hereunder.
- B. The LESSEE has requested the LESSOR to permit the LESSEE to use and occupy the said scheduled premises more particularly described in the schedule annexed hereto, on LEASE basis.
- C. The LESSOR has acceded to the request of the LESSEE, and has agreed to permit the LESSEE to use and occupy the leased premises on such terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. TERM

The LESSOR hereby permits the LESSEE to use and occupy the leased premises and the LESSEE hereby agrees to use and occupy the leased premises as the LESSEE with authority of the LESSOR for a period of 9 years commencing from 01.06.2000, upto 31.03.2009 subject to the terms and conditions contained and the covenants to be observed and performed by the LESSEE and the LESSOR respectively

2. SCOPE OF USE

The LESSEE and its Directors, Managers, Officers, Employees, Staff, Agents and bonafide visitors shall be at liberty to occupy and use the leased premises during the period of the lease at all times and on all days for the purposes of its business.

3. STATUS OF THE LESSEE

It is expressly agreed by and between the parties hereto that the ownership of the leased premises shall always be that of the LESSOR. The LESSEE is granted an exclusive lease to use and occupy the leased premises. The LESSOR shall provide the LESSEE with a set of duplicate keys to the leased premises. The LESSEE is free to put his own set of locks to the said premises and make arrangements for opening and closing of the leased premises for or in connection with the use thereof by the LESSEE for its business.

4. FURNITURE AND FIXTURES

The LESSEE shall be at liberty to bring in, make, install or fix furniture, fittings, fixtures such as air conditioners, partitions, cabinets, cabins, seating systems. Etc. the LESSEE shall be at liberty to install Vsat antennae, telephone lines, all kinds of multipurpose and multi tasking cables, name boards etc. the LESSEE shall also be free to have the existing furniture and other fittings and fixtures belonging to the LESSOR removed by intimating the same to the LESSOR. However if the LESSEE finds the existing furniture and fittings suitable for its operation of business then the same shall be retained and used by the LESSEE for no extra cost or rent whatsoever.

5. LEASE RENTS

The LESSEE agrees to pay the LESSOR an aggregate lease rent of Rs. 9,188/- per month or a part thereof after deduction of Income Tax at source as provided under the Income Tax 1961 and the rules made thereunder, upto 31.07.2000. The lease rents for the subsequent periods will be with an annual increase of 7% on the then existing lease rent, which is as per details given below:

PERIOD	RENT PER MONTH (Rs.)
01.06.2000 - 31.07.2000	Rs. 9,188.00
01.08.2000 - 31.07.2001	Rs. 9,831.00

For Modi Properties & Investments Pvt. Ltd.

SM. Jha
Managing Director

[Signature]

01.08.2001 - 31.07.2002	Rs. 10,519.00
01.08.2002 - 31.07.2003	Rs. 11,255.00
01.08.2003 - 31.07.2004	Rs. 12,044.00
01.08.2004 - 31.07.2005	Rs. 12,887.00
01.08.2005 - 31.07.2006	Rs. 13,788.00
01.08.2006 - 31.07.2007	Rs. 14,754.00
01.08.2007 - 31.07.2008	Rs. 15,787.00
01.08.2008 - 31.05.2009	Rs. 16,892.00

6. RIGHT OF WAY

The LESSEE its Directors, Managers, Officers, Employees, Servants, Agents and bonafide visitors shall always have a right of ingress and egress from the main gate to the leased premises as specifically marked and indicated in the plan annexed hereto.

7. LESSEE'S COVENANTS

The LESSEE covenants with the LESSOR as follows:

- a) To pay the monthly lease rent of Rs. 9,188/- per month or any part thereof to the LESSOR No. 2 by demand draft/local cheque on or before the 10th of each English calendar month with effect from the date mentioned in clause No. 1, The LESSEE shall not deduct or withhold any amount from the Lease fee except Tax deducted at source under the provisions of the Income Tax Act, 1961 and the Rules made thereunder and any statutory modification or enactment thereof, and any other deduction specifically mentioned hereunder.
- b) To furnish certificate for the Tax deducted at source within the time limit permitted under the Income Tax Act, and the rules made thereunder.
- c) To pay the water and electricity charges for the leased premises in accordance with the bills for the sub meter/separate meter installed for the consumption of water and electricity.
- d) To observe, perform and comply with all the terms and conditions of this agreement and all the provisions, requirements, and obligations as prescribed under various acts and legislations as amended and modified from time to time and as made applicable to leased premises in India.
- e) To keep the interior of the leased premises or any part thereof including any amenities such as floors, windows, shutters, pipes, painting and interior décor and all additions and improvements therein in good condition.
- f) To enjoy peacefully the leased premises without in any manner disturbing or interfering with the activities of the LESSOR or its associates or other LESSEEs in the adjoining premises, or the LESSORs associates or any persons authorized by the LESSORs in that behalf.
- g) Not to store in or around the leased premises any article of combustible or inflammable or dangerous nature or to carry on any unlawful, illegal or immoral business in the leased premises. However fuel oil for the purposes of generators sets for electricity and liquefied petroleum gas for the purpose of utilizing in the pantry shall be allowed for storage subject to the LESSEE obtaining all the necessary statutory approvals.
- h) To take utmost care and diligence while using the leased premises.
- i) To keep the leased premises and the area surrounding it in clean, neat and tidy condition.
- j) Not to deposit anything or throw any dirt or rubbish in or around the leased premises or allow any person/s to obstruct the use by the LESSOR or any other persons representing the LESSOR of the open space surrounding the premises or amenities used in common with the LESSOR or any other persons or occupiers authorized by the LESSOR.

- k) Not to do any act deed or thing which would constitute a breach of any statutory requirements or any of the terms and conditions of this agreement.
- l) To permit the LESSOR or its agents with prior written notice of at least 2 days to enter upon the demised premises during working hours of the LESSEE and inspect the conditions of the same.

8. LESSOR'S CONVENANTS

The LESSOR covenants with the LESSEE as follows:

- a) To allow the LESSEE, its Directors, Manager, Officers, employees, servants, agents, visitors and customers quiet and peaceful use of the said premises without any hindrance from the LESSOR or any person acting on behalf thereon.
- b) To allow at all times the vehicles of the LESSEE its Directors, Managers, officers, employees, agents, servants and bonafied visitors to enter in, park and exit the leased premises without any restrictions.
- c) To keep the leased premises in good repair and to comply with all the statutory rules and regulations and also to pay all the dues and payments in respect of the said premises in time, so that the LESSEE can enjoy the use of the leased premises at all times within the validity period and term of this agreement without any obstruction or hindrance.
- d) To carry out the structural repairs as and when intimated by the LESSEE, subject to individual assessment of the same by a qualified architect. If however the repairs are not undertaken within the specified time as advised by the architect, the LESSOR would be responsible for all damages caused to the property of the LESSEE if the same is due to the neglect of structural repairs to the leased premises.
- e) To pay all taxes, rates, cesses, lease fees, duties, rent and charges levied or that may be levied by the government, municipal or other local bodies or authority, during the period of lease promptly and regularly, and in the event of the LESSOR failing to do so, and any liability being levied or that may be levied by the government, municipal or other local brought upon the LESSEE, to adjust the same from the lease rent recoverable from the LESSEE.
- f) To effect all structural and major repairs including leakages, electricity and drainage lines etc, at its cost immediately upon such defects being notified by the LESSEE, and if the LESSOR fails or neglects to effect such repairs, the LESSEE shall be entitled to undertake the repairs and adjust the same against the lease rent payable.
- g) To provide uninterrupted electric and water supply to the LESSEE except during shortage caused due to circumstances beyond the control of the LESSOR.
- h) To have the leased premises white washed and polished before handing over the same to the LESSEE and to have the same whitewashed and polished every three years.
- i) To arrange for separate meters for the leased premises for water and electricity connections.

9. SECURITY DEPOSIT

The LESSEE shall deposit and keep deposited with the LESSOR during the validity of this agreement an amount of Rs. 2,65,074/- (Rupees Two Lakhs Sixty Thousand Seventy Four Only) free of interest. The LESSOR hereby undertakes to pay the entire amount of Deposit without any interest to the LESSEE on the LESSEE vacating the leased premises due to determination of the lease or its earlier termination as provided in this agreement. If however the LESSOR fails to pay the amount on the day as aforesaid interest @ 18% on the Security Deposit shall be payable by the LESSOR from the effective date of the termination of the lease upto the date of actual payment. The LESSEE shall also be entitled to occupy the leased premises without paying any rent for such period till such time as the deposit with interest as mentioned above is paid in full.

10. POWER TO SUB-LEASE

It is expressly agreed by an between the parties hereto that the LESSEE shall not assign, transfer or sub-lease this agreement, without the consent of the LESSOR in writing.

For Modi Properties & Investments Pvt. Ltd.


Managing Director



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However if the LESSEE wishes to sub lease the premises to its associate, subsidiary or sister companies/concerns no such consent of the LESSOR shall be required and the LESSEE shall be free to do so.

11. LIABILITY

The LESSOR shall not be liable in any way to the LESSEE, its Directors, Managers, Officers, servants, agents, and bonafied visitors or customers using the leased premises for any personal injury, damage, loss or inconvenience howsoever or whatsoever caused to them or any of their properties except as specifically provided hereinafter.

It is expressly agreed by the LESSEE that the LESSOR or its servants or agents shall not be liable for any loss, accident, damage that may be caused to the lessee or to its personal property whilst using the leased premises as herein mentioned, either by accident or otherwise, directly, indirectly or vicariously except under circumstances as mentioned under clause No. 8(d)

12. STATUTORY COMPLIANCES

The LESSEE shall be responsible for compliance of various Government Acts, as applicable from time to time and the rules made thereunder, including but not limited to labour related legislations like Provident Fund, Employees State Insurance Benefits, Workmen Compensation Act, as well as commercial laws such as Shops and Establishment Act and the Central and State Sale Tax Acts, etc. The LESSEE further agrees that it shall indemnify and keep the LESSOR indemnified against any claims, demands, costs, charges, expenses, losses, whatsoever that may arise on account of any contravention/breach by the LESSEE of the above.

13. RENEWAL

This agreement may be automatically renewed for further period of three years at the option of the LESSEE after giving notice of its intention to renew in writing to the LESSOR at least 30 days in advance on such terms and conditions as mutually agreeable between the LESSOR and the LESSEE. A fresh lease agreement shall be executed by the parties hereto at each such renewal to incorporate the terms and conditions as agreed at that time.

14. TERMINATION

The LESSEE shall be entitled to terminate this agreement by giving a notice in writing of 30 days to the LESSOR without assigning any reason whatsoever.

On termination or determination of the agreement as the case may be the LESSEE undertakes to remove itself, its Directors, Managers, Officers, Employees, Servants and Agents and all its belongings within a period of 30 days from such termination/determination as the case may be, and hand over peaceful possession of the leased premises to the LESSOR., subject to the LESSOR handing over the amount of Security Deposit of Rs. 2,65,064/- as provided under clause 9.

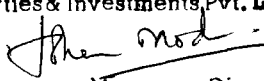
15. FORCE MAJEUR

It is expressly agreed by and between the parties hereto that the LESSEE shall not claim any loss or damage caused to the interior of the leased premises or any of its equipment, furniture, fixtures and articles in the leased premises by reason of natural calamity, riot, war or circumstances beyond the control of the LESSOR. The LESSOR shall be liable to keep the exterior and the structure in good condition and shall be liable to carry out repairs and renovation necessary to restore it to safe and usable condition.

16. DISPUTES AND JURISDICTION

In the event of any disputes or differences arising between the parties hereto relating to any aspect contained in this agreement, whether within the validity of the term of the agreement or at any time afterwards, the same shall be referred to arbitration of two arbitrators, one to be appointed by each party in accordance with the Arbitration and Conciliation Act, 1956 or any statutory modification or re enactment thereof for the time being in force. The venue of Arbitration shall be Hyderabad. The parties to this

For Modi Properties & Investments Pvt. Ltd.


Manoj Modi
Managing Director


Manoj Modi
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agreement irrevocably submit to the exclusive jurisdiction of the Courts at Hyderabad with reference to this agreement.

17. INTERPRETATION

This agreement shall be governed by the laws of India and what is recorded in the agreement reflects the true and complete intention of the parties hereto. Any variation in any of the terms and conditions of this agreement shall be valid only if the terms and conditions of such variation is laid down in a separate supplemental agreement and signed by both the parties hereto.

18. RIGHTS PROTECTED IN A SALE ETC.

The LESSOR hereby agrees that in the event the LESSOR enters into an agreement for sale, transfer, assignment of the leased premises, the rights of the LESSEE under this agreement shall remain protected. The Buyer, Transferee, or Assignee as the case may be shall automatically become the LESSOR and this agreement shall be valid for the full term and the LESSEE shall be entitled to all the rights herein mentioned.

19. FIRST RIGHT OF REFUSAL

The LESSOR hereby agrees that if the LESSOR constructs additional structures/spaces within or around the said premises, or constructs additional storeys, or if the other existing LESSEES of the same decide to vacate the premises for any reason whatsoever, the LESSOR shall offer the premises on lease first to the LESSEE, and in the event the LESSEE opts or chooses not to use the same, offer it to other persons, firms or companies.

IN WITNESS WHEREOF the parties to this agreement have executed these presents (in duplicate) on the day and the year first hereinabove written.

SCHEDULE OF PREMISES

A portion of the ground floor admeasuring 3,675 square feet in the building known as Usha Kiran Complex situated at Saroini Devi Road, Secunderabad - 500 003, bearing premises NO. 1-8-167 to 179/2, marked in red in the plan enclosed and bounded by:

- NORTH : 40 feet wide road.
- SOUTH : Premises occupied by Linkwell Telesystems Private Limited.
- EAST : Premises occupied by HDFC Bank and Sandvik Asia.
- WEST : 30 feet passage and LIC building.

Signed and delivered by the LESSOR

1) M/s. Modi Properties and Investments Private Limited
For Modi Properties & Investments Pvt. Ltd.

Through its Managing Director

S.M. Chandra Modi
Managing Director

2) Mr. Pramod Chandra Modi

P.M.
Pramod Chandra Modi

In the presence of

- 1. *[Signature]*
- 2.

signed and delivered by the LESSEE
Tech Pacific (India) Limited

By the hands of its Managing Director
Mr. Shailendra Gupta

[Signature]
Shailendra Gupta

In the presence of

- 1. *Ashok Bameshwar*
- 2.

[Signature]