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14/1993

SECUNDERABAD-A. P.

# LEASE AGREEMENT

LEASE AGREEMENT executed at Secunderabad, on this the 4th day of March, 1995 by and between:-

M/s. Transport Corporation Of India Limited, represented by its Vice President (Finance) Mr. Omprakash Jain, Son of Mr. Mishrilal Jain, aged 42 years, having its registered office at 1-7-293, M. G. Road, Secunderabad 500 003, hereinafter referred to as the "LESSEE", which term shall mean and include whenever the context may so require its successors-in-interest;

# AND

Mr. Pramodchandra Modi, son of late Sri Manilal Modi, aged 53, resident of 1-8-165 Prenderghast Road, Secunderabad hereinafter referred to as the "LESSOR", which term shall mean and include whenever the context may so require its successors-in-interest; witnesseth as follows:-

Page 1. / TCI1.DOC

The Lessor is the owner of a portion of premises No. 141 consisting of land and superstructure including therein premises No. 1-8-165 to 179 which includes the building "USHA KIRAN" consisting of basement, ground and three floors situated at Sarojini Devi Road. The Lessee has requested the Lessors to grant on lease a portion of the said building on the terms and conditions specified as hereunder:

KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the rent hereby reserved and the convenants agreed specified hereunder, the Lessor doth hereby grant and the Lessee doth hereby taken on lease a portion of building consisting of the entire third floor of "USHA KIRAN" measuring 14,000 sq. ft, more particularly described at the foot of this document, on the following terms and conditions:

- 1) The Lessee shall pay a rent of Rs. 55,000/- (Rupees Fifty five thousand only) per month exclusive of Water and Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder.
- The Lessee shall pay an amount of Rs.12,00,000/- as Security Deposit, subject to the clause pertaining to the enhancement of deposit, which shall be refunded by the Lessors 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 Lessors. The deposit will be paid in the following manner:

1st installment: Rs. 5,00,000/- on signing the agreement.

2nd installment: Rs. 2,00,000/- within 15 days from the date of signing this agreement.

3rd installment: Rs. 2,00,000/- within 30 days from the date of signing this agreement

4th installment: Rs. 3,00,000/- within 45 days from the date of signing this agreement.

- 3) The lessor undertakes to complete the entire demised portion in all respects as per the specifications provided by the lessor by 1st June 1995.
- 4) The lease shall be for a period of five years, commencing from the date of satisfactorily handing over the premises or 1st June 1995 whichever is later. This agreement of lease between the said Lessor and the said Lessee can be terminated by any of the parties with an advance notice of six months.
- 5) The Lessor and the Lessee hereby undertake to execute a regular Lease Deed if and when called upon by either of the parties to do so at any time during the currency of the Lease Agreement.
- 6) 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.
- 7) The lease shall be extended for a further period of five years, subject to the clause pertaining to the enhancement of rent and deposit.

Page 2. / TCI1.DOC

Page 3. / TCI1.DOC



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## **GENERAL AMENITIES AGREEMENT**

This GENERAL AMENITIES AGREEMENT executed at Secunderabad, on this the 4th day of March, 1995 by and between:-

M/s. Transport Corporation Of India Limited, represented by its Vice President (Finance) Mr. Omprakash Jain, Son of Mr. Mishrilal Jain, aged 42 years, having its registered office at 1-7-293, M. G. Road, Secunderabad 500 003, hereinafter referred to as the "HIREE", which term shall mean and include whenever the context may so require its successors-in-interest;

## AND

Mr. Pramodchandra Modi, son of late Sri. Manilal Modi, aged 53, resident of 1-8-165 Prenderghast Road, Secunderabad herein after referred to as the "OWNER", which term shall mean and include whenever the context may so require its successors-in-interest; witnesseth as follows:-

Page 1. / TCI2.DOC

The HIREE has obtained on lease a portion of Premises bearing No. 141, situated at Sarojini Devi Road, consisting of third floor, measuring 14,000 sq. ft. from the Owners. 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 Owners.

#### NOW THIS DEED WITNESSETH AS UNDER:-

- 1) The Hiree shall pay amenities charges of Rs. 40,000/- (Rupees Forty thousand only) per month apart from and along with the rent payable.
- 2) The Hiree shall enhance the amenities charges by 33% compounded at the end of every five years.
- 3) The Hiree shall pay the amenities charges for each month on or before the 5th 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 amenities 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.

### PARTICULARS OF AMENITIES:-

- 1) Maintenance of common area.
- 2) Provision of an exclusive lift.
- 3) Provision of generator for lifts, and common area lighting
- 4) Provision of security
- 5) Provision of exclusive parking for 4 cars.
- 6) Provision of electricity connection, lights and fans.
- 7) Provision of windows and doors.
- 8) Provision of sanitary fittings.
- 9) Provision of common parking area for about 75 two wheelers.

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- 10) Provision of space for A. C. and generator equipment.
- 11) Provision of marble flooring.
- 12) Provision of partition walls.
- 13) Provision of O.B. D. painting on the walls and ceiling.

IN WITNESS WHEREOF, the Hiree and the Owner have signed these presents on the date and at the place mentioned above.

Rep. by its Vice president (Finance) Mr. Omprakash Jein.

MOTH 5/6 SATISH MORA : 1-8-179/3 S.D. ROAD SEC'BAD SOO ON.

(2) OWNER

Pramodchandra Modi

2. HIMANSHU MITTAL S/O Sher R.P. MITTAL ADD - 1-7-293 M.Y. ROAD SEC'BAD - 500003