

SERVICES AGREEMENT dt. 2nd July 1998

Modi Properties and Investments Private Limited, Limited Company formed and registered under the Companies Act, 1956 and having its registered office at at 5 - 4 - 187/3 & 4, IInd floor, Mahatma Gandhi Road, Secunderabad 500 003 hereinafter referred to as "the Contractor", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part;

AND

HDFC BANK LTD., a Banking Company registered under the provisions of the Companies Act, 1956 and having its Registered Office at Sandoz House, Dr. Annie Besant Road, Worli, Mumbai 400 018, hereinafter referred to as "the Bank" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Other Part;

For Modi Properties & Investments Pvt. Ltd. Januar Merl

Director.

WHEREAS;

- The Contractor and the Bank have entered into an Indenture of (i) Lease of even date, (hereinafter referred to as " the Lease Agreement ") whereby the Contractor (therein referred to as the Lessor) has granted a lease in favour of the Bank (therein referred to as the Lessee) to use and occupy the premises located at Usha Kiran Complex, Sarojini Devi Road. Secunderabad consisting of 2764 sq. ft. of the Carpet area of the ground floor together with open land in the compound for reserved parking of at least 5 cars and common parking for two wheelers / other vechiles or for other temporary purposes in the compound (hereinafter referred to as "the said premises").
- (ii) The Bank has requested the Contractor to provide certain services and the Contractor has agreed to provide the same on the terms and conditions hereinafter appearing;

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS **UNDER:**

OBLIGATIONS OF THE CONTRACTOR

1. The Contractor hereby agrees to provide to the Bank, and the Bank hereby agrees to avail of the following services from the Contractor:

For Modi Properties & Investments Pvt. Ltd. Jonah Mil

Director.

- a. To maintain clean surroundings in the precincts of the said premises and to keep the courtyard and the backyard of the said premises clean.
- b. To ensure continuos supply of power and water at all times. To provide separate meter for electricity and water connection and to allow, at all times, access to the electricians and other persons to the respective meters for repairs and maintenance.
- c. To allow fixing of Junction box/cables for telephone lines and to allow access to the same for the Telephone Company's employees / representatives at all times.
- d. To provide adequate drainage facilities.
- e. To provide the facility of parking of vehicles of the customers / employees of the Bank at all times in the precincts of the said premises.
- f. To arrange for disposal of garbage from the said premises on daily basis.

Modi Properties & Investments Part. Lid.
Director

- To arrange for the adequate lighting in the compound of g. the said premises so as to facilitate access to the employees and customers of the Bank.
- To maintain at all times, the surroundings of the said h. premises by proper gardening in the compound area.

OBLIGATIONS OF THE BANK

- 2. The Bank shall, in consideration for the above services a. pay to the Contractor a sum of Rs. 17,690/- (Rupees Seventeen Thousand Six Hundred Ninety Only) per month payable on or before 10th day of each subsequent calendar month for which it is due.
 - The above service charges as specified in sub clause (a) b. above, shall stand increased by 7% on the then existing rent on compound basis on expiry of every year from the date of this Agreement.

DURATION OF THE AGREEMENT

3. This agreement shall be valid for a period of 9 years from the date hereinabove mentioned. This agreement shall be coextensive and co-terminus with the Lease Agreement of even date.

For Modi Properties & Investments Pvt. Ltd. Januar Mrt.

MISCELLANEOUS.

4. The provisions of this Agreement are always to be read and construed in conjunction with the provisions of the said Lease Agreement of even date entered into between the parties hereto.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands to this writing (in duplicate), on the day and year first hereinabove written.

SIGNED SEALED AND DELIVER	RED)
by the withinnamed)
Contractor, Modi Properties and) and little
Investments Private Limited pursuant to the Board resolution appassed on	Investments PV
pursuant to the Board resolution) Vanda I sactor
passed onI day of	998) /
through its Director, Mr. Sourabh	Modi)
in the presence of:	Tig Pyt. Lie.
,	Director (SA)
(Witness)	
SIGNED AND DELIVERED	· · · · · · · · · · · · · · · · · · ·
by the withinnamed	
Bank, HDFC Bank Limited) (Jermanna)
through its Constituted Attorney	
Mr.Vinod G. Yennemadi	
in the presence of :	•
Siz Dingle	
(Sanjay B. Dengre)	•



J. LAKSHMATAN Sub-Registrar & Supt. ix-Officio Stamp Vendo 7, S. O. Hyderabed.

E JUN 1998 C701 1605

or Modi Properties & Investments Pvt. Lic

DEPOSIT AGREEMENT

THIS AGREEMENT FOR PAYMENT OF SECURITY DEPOSIT is made on this 2... day of July, 1998

BETWEEN

Modi Properties and Investments Private Limited, a Private Limited Company formed and registered under the Companies Act, 1956 and having its registered office at 5 - 4 - 187/3&4, IInd floor, Mahatma Gandhi Road, Secunderabad 500 003, hereinafter referred to as "the Lessor", (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part

AND

HDFC BANK LTD., a Banking Company registered under the Companies Act, 1956, having its registered office at Sandoz House, Dr. A.B.Road, Worli, Bombay 400 018, hereinafter called "the Lessee" (which expression shall unless it be repugnant to the context or meaning thereof include its successors and assigns) of the OTHER PART.

or Modi Properties & Investments Pvt. Ltd. Yourah Mal.

WHEREAS the Lessor is the absolute owner and seized and possessed of and is well and sufficiently entitled to premises admeasuring 2764 sq. ft. of the Carpet area on the ground floor of, Usha Kiran Complex, Sarojini Devi Road, Secunderabad together with open land in the compound for reserved parking of at least 5 cars and common parking for two wheelers / other vehicles or for other temporary purposes in the compound (hereinafter collectively referred to as "the leased premises").

AND WHEREAS the Lessor has permitted the Lessee to use on Lease basis, the leased premises on the terms and conditions contained in the Indenture of Lease of even date made between the Lessor and the Lessee (hereinafter referred to as "the said Lease Agreement");

AND WHEREAS in furtherance of the said Lease Agreement, the Lessee has agreed to deposit with the Lessor a sum of Rs 5,30,688/- (Rupees Five Lacs Thirty Thousand Six Hundred and Eighty Eight Only) as and by way of security deposit (hereinafter referred 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 and shall be for Modi Properties & Investments Pvt. Ltd.

Mod?

אר זיים בי

- 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 unconditionally and irrevocably agrees and undertakes to forthwith repay the said deposit, in case the Lessee is not allowed or permitted by anyone to place/install VSAT and other equipments/machines and the generator set in accordance with the said Lease Agreement of even date.
- 4. The Lessor hereby agrees, undertakes and covenants with the Lessee that during the subsistence of the said Lease Agreement or any renewal thereof the Lessor shall not sell, mortgage, create charge encumbrance assign, anv or or transfer or deal with or dispose off, in any manner whatsoever the leased premises or its right, title or interest therein nor shall he do or permit or suffer to be done anything whereby the rights of the Lessee under this Agreement as also under the said Lease Agreement or any renewal thereof are adversely or prejudicially affected, avoided or extinguished.
- 5. 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.
- 6. It is agreed by and between the parties hereto that on the said For Modi Properties & Investments Pvt. Ltd.

said deposit to the Lessee simultaneously with the Lessee removing itself / its officers / employees using the leased premises from and vacating the leased premises and giving charge thereof to the Lessor (reasonable wear and tear, damage/ loss to / destruction of the leased premises by fire not caused by the willful neglect on the part of the Lessee, its officers /employees using the leased premises, civil commotion, riots, air attack, act of God and anything else beyond the control of the Lessee excepted).

- 7. Notwithstanding anything herein contained if during the subistance of the said Lease Agreement or its renewal the leased premises is destroyed or damaged by fire or any act of God so that the Lessee cannot use the same and the Lessee exercises its right to terminate the said Lease Agreement or its renewal, the Lessor shall forthwith refund (but without interest) the said deposit to the Lessee.
- 8. In the event the Lessor does not refund the said deposit to the Lessee in full, at the time of the said Lease Agreement or any renewal thereof comes to an end, as aforesaid, then the consequences mentioned in para nos. i) to iii) hereunder shall follow:
 - remedies in law), not be obliged or bound to vacate and give charge of the leased premises to the Lessor and the Lessee shall be entitled to use or permit the leased premises to be used by any person of its choice without being liable to pay any rent, outgoings or damages to the Lessor until such time as the Lessor does not refund to the

For Modi Properties & Investments Existing the said deposit in full;

Process My Director

deposit from the date of termination or expiry of the said Lease Agreement or any renewal thereof till the date of refund of the said deposit by the Lessor to the Lessee; and

- iii) In the event the Lessor is unable to return the deposit as aforesaid for a period of 30 days from the date it becomes due, the Lessee shall be liberty to further sub -let the leased premises for period of not less than 12 months at a time on such terms and conditions as the Lessee may in its absolute discretion may deem fit.
- 9. The provisions of this Agreement are always to be read and construed in conjunction with the provisions of the said Lease Agreement entered into between the parties hereto.
- 10. Any notice to be served by either of the parties hereunder upon the other shall be deemed to have been sufficiently served if delivered by hand or addressed by Registered Post A.D. at the addresses given hereinabove and such service shall be deemed to have been effected in case of delivery by hand on the date on which it is delivered and in case of delivery by Registered Post A.D. on the expiry of 4th day of such posting.

IN WITNESS WHEREOF the parties hereto have executed this Agreement (in duplicate) on the date mentioned hereinabove.

SIGNED SEALED AND DELIVERED No li Properties & Investments Pvil. Ltd.

by the within named Lessor

Modi Properties and Investments

Private Limited, pursuant to the

Board resolution passed on (1) (6, (13))

3 8

SIGNED AND DELIVERED)
by the within named Lessee,	
HDFC Bank Ltd. through the hands)
of its Constituted Attorney,	
Mr. Vinod G. Yennemadi	
in the presence of:	
(Witness) Garyay B. Dongre	

Martinitary.