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LEASE AGREEMENT

This Agreement entered into at Secunderabad on this the 17th day of July, 1998 between:

Pramod Modi, 1-8-165, P.G.Road, Secunderabad-3 through its
Authorised agent Sri Pramod Modi son of Sri Manilal Modi, aged
about 55 years, residing at 1-8-165, P.G.Road, Secunderabad-500003,
herein called the party of the First part(which expression shall
mean and include his heirs, executors and Legal representatives)

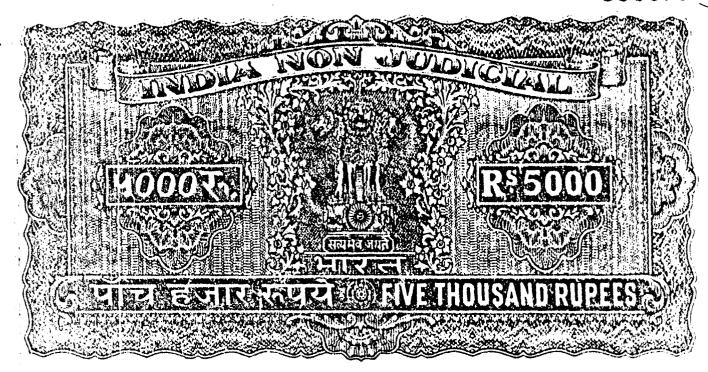
AND

THE LIFE INSURANCE CORPORATION OF INDIA, a Body Corporate under Central Act 31 of 1956 represented by its Senior Divisional Manager, LIC of India, Divisional Office, Secunderabad herein after called the party of the Second Part (which expression shall mean and include their successors in interests and assigns)

WHEN the party of the First Part is the absolute owner of 12,400 Sft. of the second floor of the building No.1-8-179/2, S. D. Road, Secunderabad - 500 003, more particularly described in the schedule below hereinafter called the demised premises.

WHEREAS the party of the First Part agreed to let and the party of the Second Part agreed to take on lease from the Party of the First part, the dombes premises for a period of 5 years, commencing from

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15.01.1995 on a monthly amount of &.62,000/-(Rupees Sixty Two thousand only) out of which &.37,200/-(Rupees Thirty Seven thousand Two hundred only) towards lease rent and balance of &.24,800(Rupees Twenty Four thousand Eight hundred only) towards electrical fixtures, security, common parking area, lift, maintenance of common areas, sanitary fittings, plumbing and Municipal taxes. The total monthly amount of &.62,000/- will be payable to the party of the First Part before the 5th day of the subsequent month. The value of the premiues being leased out is &.32.50 lakhs(Rupees Thirty Two lakhs fifty thousand only).

That in consideration of the rent hereby reserved and of the covenants and conditions on the Part of the Party of the Second Part herein contained the party of the First Part do hereby demise unto the Party of the Second Part the premises described in the schedule below.

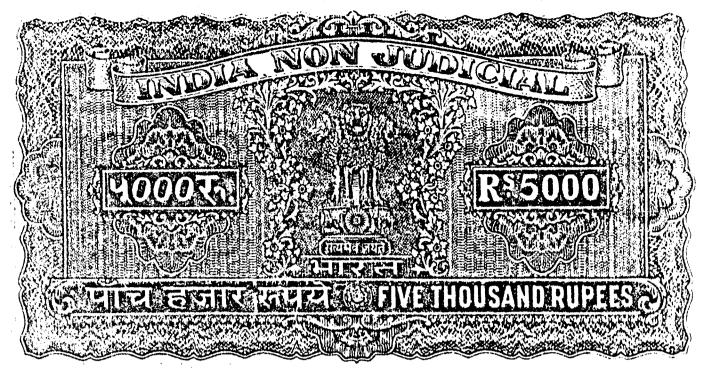
The Party of the Second Part hereby agrees with the Party of the First Part as follows:

1) That all times during the said term to keep the demise premises and other fittings in a good and reasonable repairs and deliver up the demised premises at the expiry or sooner determination of this lease in as good a condition as the same are now in, reasonable wear and tear and Act of God being excepted.

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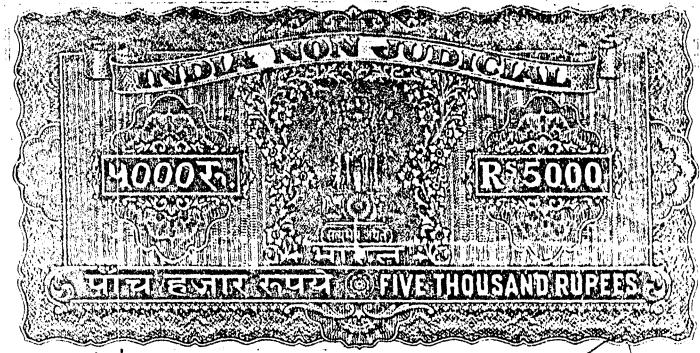
- 2. That the Party of the Second Part shall not materially alter the structure of the demised premises without the consent of the Party of the First Part and shall enjoy the demised premines in the same condition as it was on the date of occupation.
- 3. The the Party of Second Part shall pay electricity chargen/ Bills regularly as determined by the respective bodies and authorities.

The Party of the First Part hereby agrees with the Party of the Second Part as follows:--

- 1. To keep the demised premises at all times during the period of the lease in good and reasonable repair and maintain the fixtures and water connections, if any, in good and running condition.
- 2. The Party of the First Part shall be entitled to inspect the demised premises at all reasonable times with prior intimation to the Party of the Second Part.
- 5. To Pay all Municipal and maintenance charges as and when they fall due to the respective bodies and authorities.
- 4. That the Party of the Second Part paying the rent hereby reserved and observing and performing the covenants and conditions

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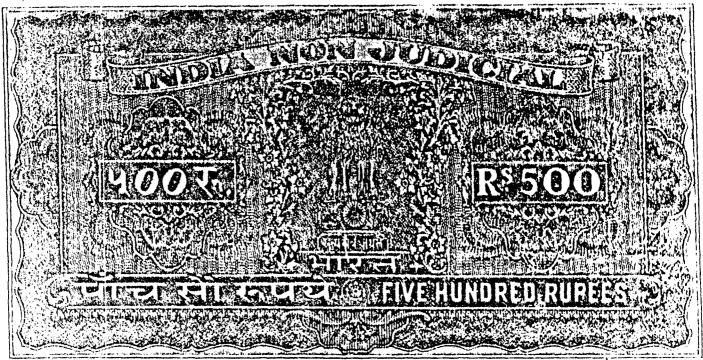
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herein contained and on its part to be observed and performed shall and may peaceably possess and enjoy the demised premises during the period of the lease without any interruption from the party of the First Part or from any person claiming through or under him.

- 5. The Party of the First Part and the Party of the Second Part hereby mutually agree as follows:
 - a) The Party of the First Part shall not terminate the lease, before expiry of five years except

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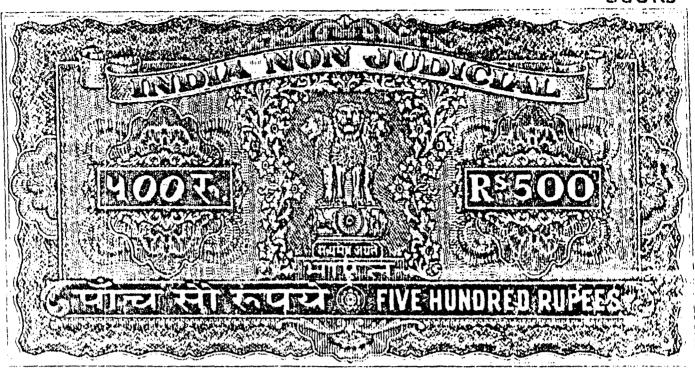
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for wilful breach of any of the conditions by the Party of the Second Part.

b. That immediately before the expiry of this lease, (i.e. on 14th Jamuary, 2000 AD), the parties herein shall have the option to renew the lease for a further period of five years, with increase in rent and amenities

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charges by 3% and on such other terms and conditions, as may be mutually agreed upon at the appropriate time, provided that notice in writing shall be given by the Party of the Second rart to the Party of the First rart of the intention to have the lease so renewed at least one month before

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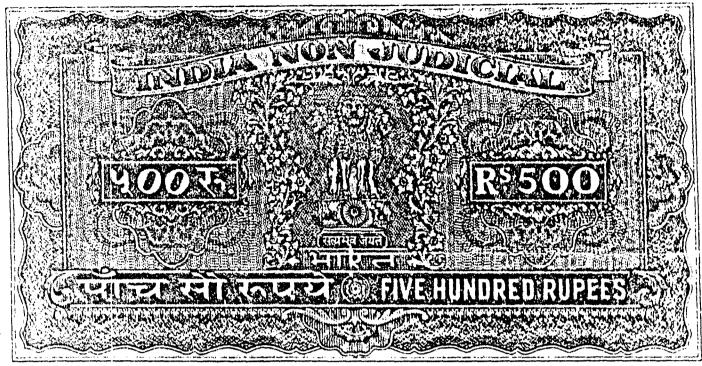
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the expiry of the this lease.

That both parties hereby uniertake 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.

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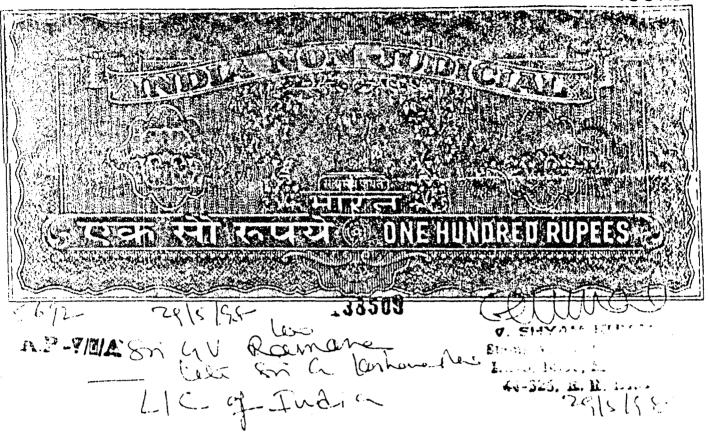
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d) The expenses of Stamp Euty and
Registration charges of this Deed in
duplicate and all other incidental expenses
shall be borne by the Party of the Second

Part in full.

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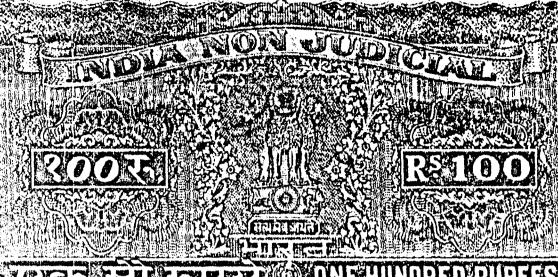


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the option of the Party of the Second Part
by giving 3 (three) months notice in writing
of its intention to do so ending with the
calendar month.

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E) This agreement shall be made in duplicate, the original to be held by the Party of the Second Part and the duplicate by the Party of the First Part.

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ALL THAT portion admeasuring about 12,400 Sg.Ft., on the second floor of the building hearing.

No. 1-8-179/2, S.D.Rond, Secunderabad - 500 003, and is bounded on the

South By : Residence of Sri Satish Modi

North By : 40 Ft. Private Road

/ East by : Premises leased to Sandvik Asia Ltd.

West by : L.I.C. Divisional Office.



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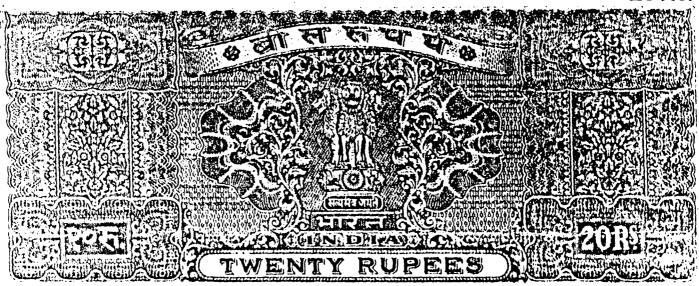
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- B. Furniture and Fixtures provided by the First Party.
- i) Cash Counter and all partitions including welded meshes.
- ii) Branch Manager's Cabin and al. class portions.
- iii) Ceiling fans.

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- iv) Tube lights.
- v) Exhaust Fans.

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Sold I. G. V. Ramona: S.In. Lahr. Tresava Ros.
For William L. I. C. O. T. India.

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And HAD TO LEST BAZAR,
BOLLARUM, SEC'BAD.

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IN WITNESS WHEREOF, the parties to these presents have hereunto set their respective hands and seals, the day, month and year hereinafter appearing.

Signed by the above named Shri Pramod Modi the party of the Pirst Part on 17-7-1998 at Secunderabad in the presence of :

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PARTY OF THE FIRST PART.

The Official seal of the seal of the Life Insurance Corporation of India, Secunderabad Divisional Office was hereunto affixed in the presence of the Senior Divisional Manager, authorised Officer, who has set his own signature hereto on 17-07-1998, in the presence of:

Witnesses: -

PARTY OF THE SECOND PART.

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