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LEASE AGREEMENT

This LEASE AGREEMENT made and executed at Secunderabad, on this the 19th day of February 2001 by and between:

M/s. Systel Computers Ltd., having its registered office at 101, Jubilee Residency, Ellareddyguda, Ameerpet, Hyderabad, represented by its Managing Director Mr. A Jithendernath, aged 46 years, resident of Plot No. 60, Satyam Enclave, Jeedimetla, Medchal Road, R R Dist, A.P., hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

1. Shri. Sirish Hiralal S/o. Hiralal Occupation: Business, aged 47 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.

Smt. Amita Rajesh, W/o. Shri. Rajesh Hiralal, Occupation: House Wife, aged 34 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.

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- 3. Smt. Bharati Sirish W/o. Shri. Sirish Hiralal Occupation: House Wife aged 45 years, residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.
- 4. Shri. Hiralal Tulsidas S/o. Late. Shri. Tulsidas Occupation: Business aged 73 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.
- 5. Shri. Rajesh Hiralal S/o. Shri. Hiralal, Occupation: Business aged 40 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.
- 6. Shri. Rajiv Hiralal S/o. Shri. Hiralal Occupation: Business aged 35 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.
- 7. Smt. Savita Hiralal W/o. Shri. Hiralal Occupation, House Wife aged 68 year residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.
- 8. Smt. Shilpa Rajiv W/o. Shri. Rajiv Hiralal Occupation: House Wife, aged 32 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.
- 9. Shri. Pramod Modi S/o. Late Shri. Manilal Modi, aged 60 years, Occupation: Business, residing at 1-8-165, P G Road, Secunderabad.

hereinafter jointly referred to as the LESSORs and severally referred to as LESSOR No. 1, LESSOR No. 2, LESSOR No. 3, LESSOR No. 4, LESSOR No. 5, LESSOR No. 6, LESSOR No. 7, LESSOR No. 8, and LESSOR No. 9 respectively (which term shall mean and include whenever the context may so require their nominees, witnesseth as follows)

The LESSOR No. 1 to 8 are joint owners of 5,000 sft of office space on the third floor of the building known as Usha Kiran Complex, bearing premises No. 1-8-167 to 179/2/C, situated at S D Road, Secunderabad, more particularly described at the foot of this document. LESSOR No. 9 is the owner of 200 sft of generator space in the basement of the same complex. The LESSEE has requested the LESSORS to jointly grant on lease the above mentioned premises and the LESSORS agree 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 **LESSORS** doth hereby grant and the **LESSEE** doth hereby taken on lease a portion on the third floor of the building of "USHA KIRAN", admeasuring 5,000 sq. ft along with 200 sft in the basement for the generator, more particularly described at the foot of this document on the following terms and conditions;

1. The LESSEE shall pay a rent of Rs. 13,500/- (Rupees Thirteen Thousand Five Hundred only) per month exclusive of Water and Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder. The monthly rent shall commence from 15th February 2001. The rent shall be divided amongst the LESSORS in the following manner:

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LESSOR No. 1.	:Rs.	1,625/-
LESSOR No. 2.	:Rs.	1,625/-
LESSOR No. 3.	:Rs.	1,625/-
LESSOR No. 4.	:Rs.	1,625/-
LESSOR No. 5.	:Rs.	1,625/-
LESSOR No. 6.	:Rs.	1,625/-
LESSOR No. 7.	:Rs.	1,625/-
LESSOR No. 8.	:Rs.	1,625/-
LESSOR No. 9.	:Rs.	500/-
Total	:Rs.	13,500/-

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The LESSEE shall pay an amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) as Security 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 security deposit shall be divided amongst the LESSORS in the following manner:

LESSOR No. 1.	:Rs. 37,500/-
LESSOR No. 2.	:Rs. 37,500/-
LESSOR No. 3.	:Rs. 37,500/-
LESSOR No. 4.	:Rs. 37,500/-
LESSOR No. 5.	:Rs. 37,500/-
LESSOR No. 6.	:Rs. 37,500/-
LESSOR No. 7.	:Rs. 37,500/-
LESSOR No. 8.	:Rs. 37,500/-
LESSOR No. 9.	: Nil
Total	:Rs. 3,00,000/-

- 3. The lease shall be for a period of six years, commencing from 15th February 2001. This agreement of lease between the said LESSORS and the said LESSEE can be determined by the LESSEE with an advance notice of six months.
- 4. The LESSORS 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.
- 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:

- The LESSEE shall pay the rent regularly for each month on or before the 7th day of the succeeding month to the LESSORS.
- 2. The LESSEE agrees to pay a maintenance charge of Rs. 0.40 per sft, i.e., Rs. 2,000/-(Rupees Two Thousand Only) per month along with the rent, to LESSOR No.9, subject to increase from time to time, towards maintenance of common passages, parking areas, lifts generator, etc.
- 3. The LESSEE agrees to pay his share of the cost of providing water supply, electricity charges for motor pump, lifts and common lighting to the LESSOR No.9, or to any other body/association as directed by the LESSORS, every month.
- 4. The lease shall keep the demised portion in a neat and habitable condition.
- 5. The LESSEE shall carry out all minor repairs and regular maintenance by way of colour wash etc., at its own cost.
- 6. The LESSEE shall utilise 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
- 7. The LESSEE shall not carry out any business related to the sale or consumption or distribution of liquor in the said premises.
- 8. The LESSEE shall not sub-let any portion of the premises or transfer the rights under this lease in favour of any one.
- 9. The LESSEE shall enhance the rent by 8% compounded at the end of every year.
- 10. The LESSEE shall permit the LESSORS or anyone authorised by it, to inspect the demised portion at all reasonable hours of the day.
- 11. The LESSEE agrees to bear the cost of enhancement, if any, over an above existing power supply of connection.

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- 12. The LESSEE agrees to pay any additional consumption deposit or any other charges, that may be levied by the APSEB or any other Government body. However, any deposit paid by the LESSEE to APSEB will be refunded to the LESSEE by the LESSORS at the time of the LESSEE vacating and satisfactory handing over the premises.
- 13. The LESSEE agrees to place his sign board only on the place specified by the LESSOR.

THE LESSORS HEREBY COVENANTS AS UNDER:

- 2. The LESSORS agree to pay the property tax and other taxes pertaining to the leased floor.
- 3. The LESSORS agree 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.

DESCRIPTION OF THE DEMISED PORTION

All that a portion on third floor admeasuring 5,000 sft, super built up area, along with 200 sft on the basement as generator space, of the building known as USHA KIRAN, bearing premises No. 1-8-167 to 179/2/C, situated at Sarojini Devi Road, Secunderabad, bounded on the:

NORTH BY: Passage & Premises occupied by M/s. Ramtech Corporation.

SOUTH BY: Road & House No. 1-8-179/3

EAST BY: Premises occupied by M/s. Linkwell Telesystmes Pvt. Ltd.

WEST BY : Road & Lions Bhavan.

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

WITNESSESS:

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LESSOR No. 1.

LESSOR No. 2.

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LESSOR No. 4.

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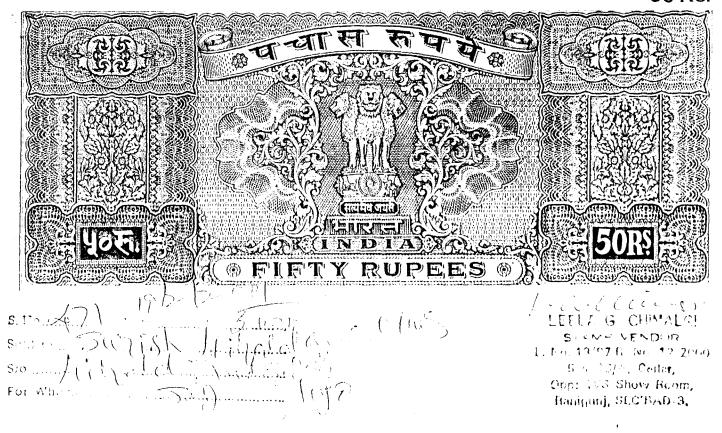
LESSOR No. 5.

PARTING COLUMN C

LESSOR No. 7.

Shi ha Rejiv. LESSOR No. 8.

LESSOR No. 9.



GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREEMENT made and executed at Secunderabad on this the 19th of February 2001 by and between:

M/s. Systel Computers Ltd., having its registered office at 101, Jubilee Residency, Ellareddyguda, Ameerpet, Hyderabad, represented by its Managing Director Mr. A Jithendernath, aged 46 years, resident of Plot No. 60, Satyam Enclave, Jeedimetla, Medchal Road, R R Dist, A.P., hereinafter referred to as the "HIREE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

1. Shri. Sirish Hiralal S/o. Hiralal Occupation: Business, aged 47 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.

2. Smt. Amita Rajesh, W/o. Shri. Rajesh Hiralal, Occupation: House Wife, aged 34 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.

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- 4. Shri. Hiralal Tulsidas S/o. Late. Shri. Tulsidas Occupation: Business aged 73 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.
- 5. Shri. Rajesh Hiralal S/o. Shri. Hiralal, Occupation: Business aged 40 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.
- 6. Shri. Rajiv Hiralal S/o. Shri. Hiralal Occupation: Business aged 35 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.
- 7. Smt. Savita Hiralal W/o. Shri. Hiralal Occupation, House Wife aged 68 year residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.
- 8. Smt. Shilpa Rajiv W/o. Shri. Rajiv Hiralal Occupation: House Wife, aged 32 years residing at Ambica Cottage, Plot No. 17, Venkateswara Colony, Narayanguda, Hyderabad.
- 9. Shri. Pramod Modi S/o. Late Shri. Manilal Modi, aged 60 years, Occupation: Business, residing at 1-8-165, P G Road, Secunderabad.

hereinafter jointly referred to as the ONWERS and severally referred to as Owner No. 1, Owner No. 2, Owner No. 3, Owner No. 4, Owner No. 5, Owner No. 6, Owner No. 7, Owner No. 8, and Owner No. 9 respectively (which term shall mean and include whenever the context may so require its successors-in-interest, witnesseth as follows)

The Hiree has obtained on lease 5,000 sft of office space on the third floor, along with 200 sft of generator space in the basement of the building known as Usha Kiran Complex, bearing No. 1-8-167 to 179/2, situated at S D Road, Secunderabad, from the Owners vide lease agreement dated 15th February 2001. At the request of the Hiree, the Owners have 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 THHIS DEED WITNESSETH AS UNDER:

1. The Hiree shall pay amenities charges of Rs. 24,500/- (Rupees Twenty Four Thousand Five Hundred Only) per month apart from and along with the rent payable commencing from the 15th February 2001. The amenities charges shall be divided amongst the Owners in the following manner:

Owner No. 1	Rs.	3,000.00
Owner No. 2	Rs.	3,000.00
Owner No. 3	Rs.	3,000.00
Owner No. 4	Rs.	3,000.00
Owner No. 5	Rs.	3,000.00
Owner No. 6	Rs.	3,000.00
Owner No. 7	Rs.	3,000.00
Owner No. 8	Rs.	3,000.00
Owner No. 9	Rs.	500.00
Total	Rs. 2	24,500.00

- 2. The Hiree shall enhance the amenities charges by 8% compounded at the end of every year.
- 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.

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5. Any default in the payment of amenities charges shall be deemed to be a breach of the covenants of tenancy and the owners shall be entitled to determine the lease and the Hiree shall give vacant possession of the tenancy.

PARTICULARS OF AMENITIES:

- 1. Providing a lift.
- 2. Providing a generator for lifts and common area lighting.
- o. Providing pramiting or amount, and
- 7. Provision of space for A.C., generator equipment, UPS etc.

IN WITNESS WHEREOF the hiree and all owners have signed these presents on the date and at the place mentioned above.

WITNESSESS:

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Owner No 2

Phasel Sinis

Owner No. 3

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Owner No. 4

- Phin Manday
Owner No. 5

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Owner No. 6

Scita liscular
Owner No. 7

Shiffa Rajiv. Owner No. 8

Owner No. 9