

To,
Syed Fasihuddin,
Manager – Finance & Operations,
Exensys Software Solutions Ltd.
#8-2-684/1/18, Rd.No.12,
Banjara Hills, Hyderabad – 500034

Date: 01.10.2009

Dear Sir & Madam,

Sub.: Long Pending Dues pertaining to rent and amenities charges.

Ref.: Agreement of lease and amenities agreement dated 23.8.2005 for the premises admeasuring about 18,000 sft in the building known as R.M. Mansion, bearing No. #8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad.

With reference to the above we would like to inform you that, there are some pending dues pertaining to rent and amenities Charges.

Hence we request you to look into the matter and arrange to pay the dues as early as possible. As on date the total arrears of rent and amenities charges is Rs. **13, 82,331/-** as per the details given below:

S No.	Month	Total Monthly Rent & Amenity Charges	Add: Service Tax	Less: TDS	Net Rent & Amenity Charges Payable
1.	Jan'09	160787	19873	25504	1,55,156
2.	Feb'09	160787	19873	25504	1,55,156
3.	Mar'09	160787	16561	25504	1,51,844
4.	Apr'09	160787	16561	25504	1,51,844
5.	May'09	160787	16561	25504	1,51,844
6.	Jun '09	160787	16561	25504	1,51,844
7.	Jul'09	160787	16561	25504	1,51,844
8.	Aug'09	160787	16561	25504	1,51,844
9.	Sep'09	170434	17555	27034	1,60,954
Total		14,56,730	1,56,668	2,31,067	13,82,331

Further, you have to provide us a TDS Certificate for the financial year 2008 – 09 of Syed Mehdi & Razia Bano Rs. **2,78,446/-** & **26,194/-** of Modi Properties & Investments Pvt. Ltd.

Thank you,

Yours truly,

For Syed Mehdi & Raxia Bano,

Authorised Signatory

AS Rao
27/10/09

To,
Syed Fasihuddin,
Manager – Finance & Operations,
Exensys Software Solutions Ltd.
#8-2-684/1/18, Rd.No.12,
Banjara Hills, Hyderabad – 500034

Date: 01.10.2009

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Thank you,

Yours truly,

For Syed Mehdi & Razia Bano,


Authorized Signatory

AR/10/09

To,
Syed Fasihuddin,
Manager – Finance & Operations,
Exensys Software Solutions Ltd.
#8-2-684/1/18, Rd.No.12,
Banjara Hills, Hyderabad – 500034

Date: 01.10.2009

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Total		14,56,730	1,56,668	2,31,067	13,82,331

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Thank you,

Yours truly,

For Syed Mehdi & Raxia Bano,


Authorised Signatory

NOTE

Soham,

Yesterday I had been there at Seneys, Banyan Hills. They expected some amount to receive & they could not get it - and hence again postponed it.

Mr. Faisaluddin is coming Saturday at 11:25 am. I have info something to Mr. Syed Khabir & he may come.

There is the you kind of work

U
Inform Syed Mahedi
and send
lawyer's notice
to
26/9/09

W
APPROVED BY
26 SEP 2009
SOHAM MODI
MANAGING DIRECTOR

30th June, 2009

The Manager - Accour
Mr. Syed Mehdi, Mrs Bano & Modi Properties
R/o. 1-5-16/2/1, Muzaffarabad,
Hyderabad - 020

Dear Sir,

Sub:- Balance Confirmation as on 30.06.2009

With reference to the above, this is to inform you that as per our records your ledger account is showing a **Credit Balance** of Rs.907211/- as on 30.06.2009.

Month wise breakup as on 30th June 09

Sl.No.	Month	Total Monthly Rent & Amenity Chgs	Add. Service Tax	TDS	Net Rent & Amenities Chgs Payable
1	Jan-09	160775	19872	28951	151896
2	Feb-09	160775	19872	28951	151896
3	Mar-09	160775	18824	28481	149113
4	Apr-09	160775	16559	25767	151567
5	May-09	160775	16559	25767	151567
6	Jun-09	160775	16559	25767	151567
Total		964850	106245	163684	907211

Please confirm the same from your end with in 10 days from the date of this letter failing which, we will consider the above balance as confirmed by you.

Thanking you.

Yours faithfully,
For EXENSYS SOFTWARE SOLUTIONS LTD.

AUTHORISED SIGNATORY



[Handwritten signature]
11/06/09

30th June, 2009

The Manager - Accounts,
Mr.Syed Mehdi , Mrs. Razia Bano & Modi Properties
R/o. 1-5-16/2/1, Musheerabad,
Hyderabad – 020

Dear Sir,

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4	Apr-09	160775	16559	25767	151567
5	May-09	160775	16559	25767	151567
6	Jun-09	160775	16559	25767	151567
Total		964650	106245	163684	907211

This is to confirm that we trying to raise finance through alternate sources and we undertake to clear the arrears of rent and amenity charges will be paid by the second week of September 2009.

Thanking you,

Yours faithfully,
For EXENSYS SOFTWARE SOLUTIONS LTD.


AUTHORISED SIGNATORY



Verified
A. Sambasivadas
14/8/09

30th June, 2009

The Manager - Accounts,
Mr.Syed Mehdi , Mrs. Razia Bano & Modi Properties
R/o. 1-5-16/2/1, Musheerabad,
Hyderabad – 020

*Recd
12/7/09*

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Total		964650	106245	163684	907211

Please confirm the same from your end with in 10 days from the date of this letter failing which, we will consider the above balance as confirmed by you.

Thanking you,

Yours faithfully,
For EXENSYS SOFTWARE SOLUTIONS LTD.

AUTHORISED SIGNATORY



24-07-2009

M/S.Modi Properties & Investments P Ltd.
Secunderabad

Attn.: Mr.Soham Modi / Mr.Shanker Reddy,

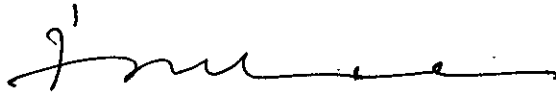
Dear Sir,

Subject : Rental dues for the office building R.M.Mansion, Road No.12, Banjara Hills
belong to Mr.Syed Mehdi.

We would like to mention here that due to sever cash flow problems we could not pay the
rent for our office premises situated at R.M.Mansion-Banjara Hills since January 2007.
We assure you that by the first week of September we will be able to make the payments
towards the rental dues. We humbly request you to consider this and bear with us till such
time.

Thanks

For Exensys Software Solutions Ltd



Syed Fasihuddin

Shanker Reddy

From: "syed mehdi" <syedmehdi58@yahoo.com>
To: "Shanker Reddy" <asr.agm@modiproperties.com>
Cc: "syed mehdi" <mehdisyed@hotmail.com>
Sent: Tuesday, July 14, 2009 2:18 PM
Subject: Re: Regarding Rents and Payments of Property Tax

Dear Shanker Reddy,

Execncys are telling lies I dont have any contacts with them only during my visit once they spoke to me.

Regarding rents from them you can take any legal action as you wish from my side you are at liberty to carry out any action.

I once mailed them requesting rent and they did not even reply.

Moreover their rent deposited as advance is also over I think, so we need to take some action. Please call them and tell them strictly about rent.

Thanks and Regards,
 Mehdi

--- On Tue, 7/14/09, Shanker Reddy <asr.agm@modiproperties.com> wrote:

From: Shanker Reddy <asr.agm@modiproperties.com>
Subject: Regarding Rents and Payments of Property Tax
To: syedmehdi58@yahoo.com
Date: Tuesday, July 14, 2009, 10:23 AM

Sir,

We have been contacting Exencsys for rental dues but they are saying that they have been in touch with you and discussing with you only. However, they have told that they are going to pay the all dues by end of this month. Except this, all rents are coming in time and depositing in SBI.

So, We have to pay Rs. 14,000/- towards property tax of soham mansion premesis and Rs. of 15,000/- required for rennovation of mahindra hills house of plot no.141(Kamran Villa). Hence, kindly transfer an amount of Rs. 35,000/- into HDFC Account.

Thanks & Regards,

A. Shanker Reddy,
 DGM - Admin.

27-Jul-09

Admin

From: "fasihuddin.syed" <fasihuddin.syed@exensys.com>
To: "Aruna" <auna@modiproperties.com>
Cc: "Admin" <admin@modiproperties.com>; "purushotham.madiraju" <purushotham.madiraju@exensys.com>
Sent: Tuesday, June 09, 2009 1:18 PM
Subject: Rental dues.

Dear Mr.Shankar Reddy,

We are confident that by the end of this month we will have sufficient funds to clear the rental dues. Please convey this message to Mr.Soham and Mr.Mehdi.

We regret for the inordinate delays and apologize for the same.

Thanks

Syed Fasihuddin
 Exensys Software Solutions Ltd.
 #8-2-684/1/18, Rd.No.12,
 Banjara Hills, Hyderabad-PIN.500034
 Tel: 0091-40-23392440
 Fax: 0091-40-23391105
 web Site: www.exensys.com

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From: Aruna [mailto:auna@modiproperties.com]
Sent: 09,06,2009 1:03 PM
To: fasihuddin.syed@exensys.com
Cc: Admin
Subject: Re: Attn: Mr. Shanker Reddy regd. Plot No. 141

o,
 Mr. Fasihuddin / Mr. Purushotham,
 Long back you have informed me that your are goind to release the total rent dues shortly. So far neither you had release the payments nor have informed us. Let us know when you are going to release the rental dues and if possible you can give post dated cheques. The total rent arrears are coming up to Rs. 11,42,134/- which is a huge amount and we have commitments from our end to pay taxes as well as other bills. Hence you are requested to release the dues immediately.

REgards,

A. Shankar Reddy

27-Jul-09

From,
Syed Fasihuddin,
Manager – Finance & Operations,
Exensys Software Solutions Ltd.
#8-2-684/1/18, Rd.No.12,
Banjara Hills, Hyderabad – 500034.

Date: 29.07.2009

To,
Mr. Syed Mehdi & Mrs. Razia Bano,
R/o. 1-5-16/2/1, Musheerabad,
Hyderabad – 500 020

Dear Sir & Madam,

Sub.: Payment of arrears rent and amenity charges.

Ref.: Agreement of lease and amenities agreement dated 23.8.2005 for the premises
admeasuring about 18,000 sft in the building known as R.M. Mansion, bearing
No. #8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad.

We have taken on lease the above referred premises and due to severe cash flow problems we
have been unable to pay the rent and amenity charges to your regularly. As on date the total
arrears of rent and amenity charges is Rs. 9,17,689/- as per the details given below:

Sl. No.	Month	Total Monthly Rent & Amenity Charges	Add: Service Tax	Less: TDS	Net Rent & Amenity Charges Payable
1.	Jan '09	160787	19873	25504	1,55,156
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3.	Mar '09	160787	16561	25504	1,51,844
4.	Apr '09	160787	16561	25504	1,51,844
5.	May '09	160787	16561	25504	1,51,844
6.	Jun '09	160787	16561	25504	1,51,844
Total		9,64,722	1,05,990	1,53,024	9,17,689

Further, we have to provide you a TDS Certificate for the financial year 2008 – 09 of
Syed Mehdi & Razia Bano Rs. 2,78,446/- & 26,194/- of Modi Properties & Investments Pvt.
Ltd.

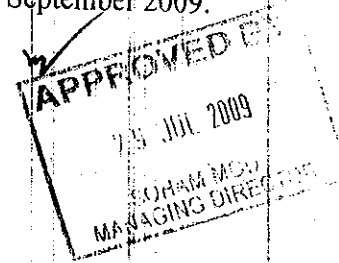
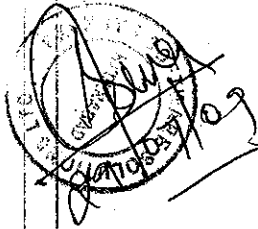
This is to confirm that we are trying to raise finance through alternate sources and we
undertake to clear the arrears of rent and amenity charges, including the rent and amenity
charges for the months of Jul'09 and Aug'09 by the first week of September 2009.

Thank you,

Yours sincerely,

For Exensys Software Solutions Ltd.

Syed Fasihuddin.
Manager – Finance & Operations



for Soham Modi

----- Original Message -----

From: fasihuddin.syed
To: admin@modiproperties.com
Sent: Monday, April 06, 2009 10:46 AM
Subject: Rental dues

Attn.: Mr.Soham Modi- Managing Director

Dear Mr.Soham,

We regret that we could not pay the rent for our office premises (R.M.Mansion- Rd.no.12, B.Hills) since last few months due to certain cash flow problems. We assure you that in a fortnight we will be able to regularize the rent. Kindly bear with us for these day. We are thankful to you for extending your support during this period.

Thanks

Syed Fasihuddin
Exensys Software Solutions Ltd.
#8-2-684/1/18. Rd.No.12,
Banjara Hills, Hyderabad-PIN.500034
Tel: 0091-40-23392440
Fax: 0091-40-23391105
web Site: www.exensys.com

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27-Jul-09

Admin

From: "fasihuddin.syed" <fasihuddin.syed@exensys.com>
To: "Admin" <admin@modiproperties.com>
Sent: Monday, April 20, 2009 4:10 PM
Subject: RE: Rental dues

Dear Mr.Soham,

At the outset we apologize for not been able to clear the rental dues in time. Our receivables are delayed for a couple of days. We assure you that before this month end we will release the payments to the maximum possible extent.

Thanks a lot for your patience and for bearing with us all these months. The inconvenience caused is regretted once again.

Regards,

Syed Fasihuddin
 Exensys Software Solutions Ltd.
 #8-2-684/1/18, Rd.No.12,
 Banjara Hills, Hyderabad-PIN.500034
 Tel: 0091-40-23392440
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From: Admin [mailto:admin@modiproperties.com]
Sent: 07,04,2009 10:52 AM
To: fasihuddin.syed
Subject: Re: Rental dues

To
 Mr. Fashuddin
 exensys software limited,
 Banjara Hills.

We are in receipt of your email and I came to know that after approaching several times by our staff you have sent this email and we have been very cooperative with all these days in this regard. However you are requested to send post dated cheques for pending months rent at the earliest

Regards.

for Soham Modi

— Original Message —
From: fasihuddin.syed
To: admin@modiproperties.com

27-Jul-09

Admin

From: "fasihuddin.syed" <fasihuddin.syed@exensys.com>
To: "Admin" <admin@modiproperties.com>
Cc: "Anjum Parvez" <anjum.parvez@exensys.com>; "purushotham.madiraju" <purushotham.madiraju@exensys.com>
Sent: Tuesday, April 21, 2009 11:22 AM
Subject: FW: Rental dues

Dear Mr. Soham,

At the outset we apologize for not been able to clear the rental dues in time. Our receivables are delayed for a couple of days. We assure you that before this month end we will release the payments to the maximum possible extent.

Thanks a lot for your patience and for bearing with us all these months. The inconvenience caused is regretted once again.

Regards,

Syed Fasihuddin
 Exensys Software Solutions Ltd
 #8-2-684/1/18, Rd.No.12,
 Banjara Hills, Hyderabad-500034
 Tel: 0091-40-23392440
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From: Admin [mailto:admin@modiproperties.com]
Sent: 07,04,2009 10:52 AM
To: fasihuddin.syed
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To
 Mr. Fashuddin
 exensys software limited,
 Banjara Hills.

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Regards,

27-Jul-09



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

No. 7336 Date 23/8/05 Rs. 100/-

Sold to Syed Mehdi

8/0 Syed Mohammed

For Whom Syed

L. Cleary 07AA 429362

LEELA G

STAMP

L. No: 13/5

6-4-76/5

SECUNDER



LEASE AGREEMENT

This LEASE AGREEMENT made and executed at Secunderabad, on this the 23rd day of August, 2005 by and between: -

M/s. Holool (India) Limited, having its registered office at house no. 8-2-684/1/18, R. M. Mansion, Kanaka Durga Temple Lane, Road No. 12, Banjara Hills, Hyderabad - 500 034, represented by its Manager - Finance & Operations Mr. Syed Fasihuddin, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

1. Mr. Syed Mehdi, son of Mr. Syed Mohammed, aged about 46 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
2. Mrs. Razia Bano, wife of Mr. Syed Mehdi, aged about 36 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020

represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, having its registered office at 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad, represented by its Managing Director Mr. Soham Modi, hereinafter jointly referred to as the "LESSORS" and severally as LESSOR No. 1 & LESSOR No. 2 respectively (which term shall mean and include whenever the context may so require its successors-in-interest);

Syeh Modi

Syeh Modi

Syeh Modi

admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor). The LESSEE has requested the LESSORS to grant on lease the above said building and the LESSOR agrees to give on lease on the terms and conditions specified as hereunder.

WHEREAS the LESSORS have entered into a property management agreement dated 01st June 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The LESSORS have also given a specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01-06-2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc.

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 the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor), more particularly described at the foot of this document, on the following terms and conditions: -

- 1) The LESSEE shall pay a rent of **Rs. 62,100/- (Rupees Sixty Two Thousand ^{one} Hundred only)** per month exclusive of Water & Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder as per the following details:
Rent payable to LESSOR No. 1 - Rs. 31,050/-
Rent payable to LESSOR No.2 - Rs. 31,050/-
- 2) The LESSEE shall pay an amount of **Rs. 8,10,000/- (Rupees Eight Lakhs Ten Thousand only)** as Security Deposit as per the details given below, 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.
Deposit payable to LESSOR No. 1 - Rs. 4,05,000/-
Deposit payable to LESSOR No. 2 - Rs. 4,05,000/-
- 3) The lease shall be for a period of 5 years, commencing from 1st September 2005. The LESSEE shall have an option to renew this lease agreement for a further period of 5 years only on mutually agreed terms and conditions. This agreement of lease between the said LESSORS and the said LESSEE can be terminated by the LESSEE with an advance notice in writing 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.
- 5) 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:

- 1) The LESSEE shall pay the rent regularly per each month on or before the 7th day of the succeeding month to the LESSORS.
- 2) The LESSEE shall pay and bear the Electricity consumption charges, including any additional consumption deposit that may be levied from time to time, apart from the rent.
- 3) The LESSEE shall pay and bear the water consumption charges.
- 4) The LESSEE shall keep the demised portion in a neat and habitable condition.

- 6) The LESSEE shall utilize 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 activity.
- 7) The LESSEE shall not sub-let any portion of the premises or transfer the rights under this Lease in favour of anyone.
- 8) The LESSEE shall enhance the rent by 6% compound at the end of every year.
- 9) The LESSEE shall permit the LESSOR or anyone authorized by it, to inspect the demised portion at all reasonable hours of the day.

THE LESSORS HEREBY COVENANTS AS UNDER:

1. The LESSORS agree not to cause any hindrance to the LESSEE in the enjoyment of the demised portion provided the LESSEE observes all the covenants without default as specified above.
2. The LESSORS agrees to pay the property tax and other taxes pertaining to the leased premises.
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 portion on the building constructed on Plot No. 18 & 19 admeasuring 734 sq. yards known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) bounded by:

NORTH by	: 20' Road
SOUTH by	: 40' Road
WEST by	: 40' Road & Plot No. 20
EAST by	: 40' Road Plot No. 17

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

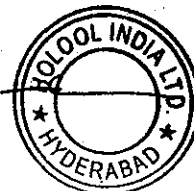
WITNESSES:

- 1.
- 2.

LESSEE

[Signature]

for LESSOR No. 1.



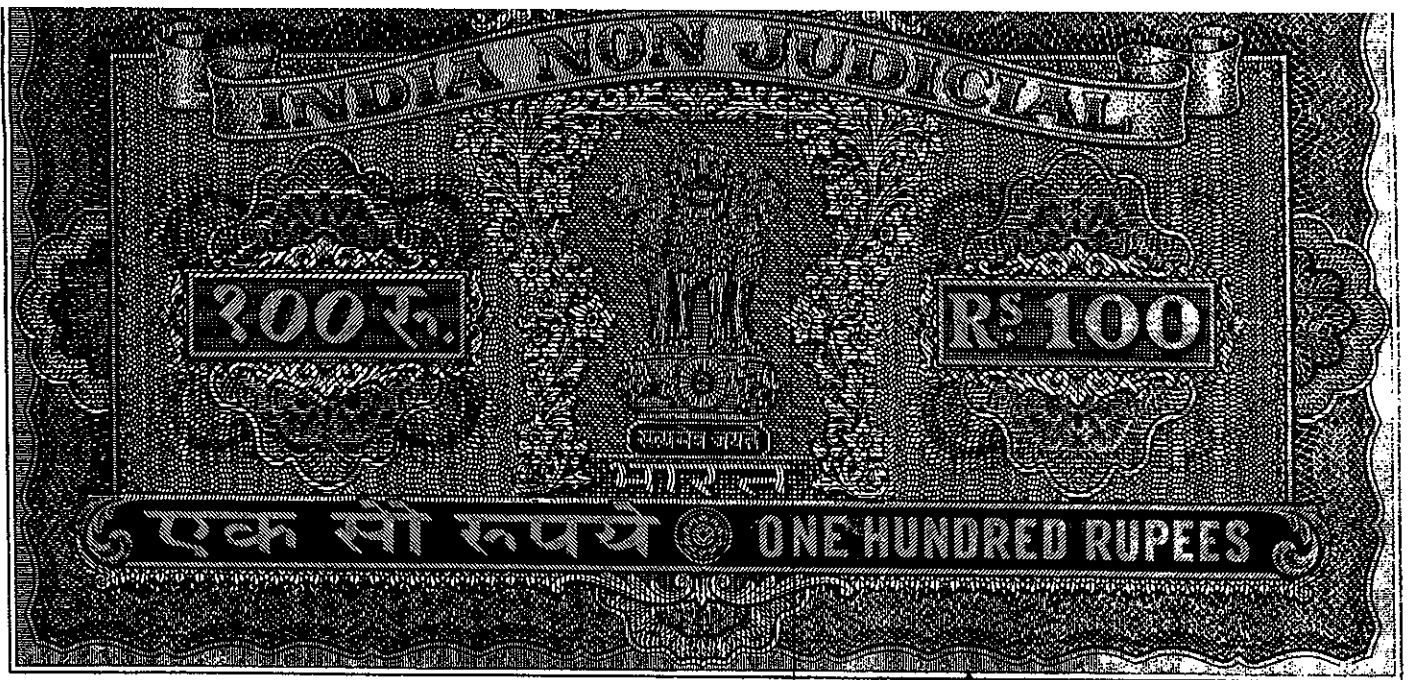
[Signature]

(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)

[Signature]

for LESSOR No. 2.

[Signature]



ఆంధ్ర ప్రదేశ్ రాష్ట్ర ప్రదేశ, ANDHRA PRADESH

A. No. 7352 Date 23/8/05 Rs. 100/-

Sold to Syed Mehdi

S/o Syed Mohammed

For Whom Self Secured

L. G. C. Secun 07AA 429364

LEELA G. STAMP FOR L. No. 130 003 5-4-16/A C (un) 003 SECUNDERA

GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREEMENT made and executed at Secunderabad, on this the 23rd day of August 2005 by and between:-

Man Moh
Man Moh
Finance

M/s. Holool (India) Limited, having its registered office at house no. 8-2-684/1/18, R. M. Mansion, Kanaka Durga Temple Lane, Road No. 12, Banjara Hills, Hyderabad - 500 034, represented by its Manager - Finance & Operations Mr. Syed Fasihuddin, hereinafter referred to as the "HIREE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

1. Mr. Syed Mehdi, son of Mr. Syed Mohammed, aged about 46 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
 2. Mrs. Razia Bano, wife of Mr. Syed Mehdi, aged about 36 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
- represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, situated at 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad - 500 003 represented by its Managing Director Mr. Soham Modi, hereinafter jointly referred to as the "HIRERS" and severally as HIRER No. 1 & HIRER No. 2 respectively, (which term shall mean and include whenever the context may so require its successors-in-interest);

Man Moh

Man Moh

Finance

WITNESSETH

The HIREE has obtained on lease vide Lease Agreement dated 23rd August 2005 the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) from the HIRERS. At the request of the HIREE, the HIRERS 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 and along the rent payable to the HIRERS.

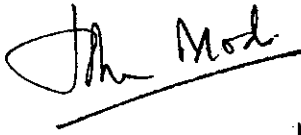
WHEREAS the HIRERS have entered into a property management agreement dated 01st June 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The HIRERS have also given a Specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01-06-2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc. The HIREE has agreed to pay service charges to Modi Properties & Investments (P) Limited apart from along with the amenity charges for the property management services provided by them.

NOW THIS DEED WITNESSETH AS UNDER:

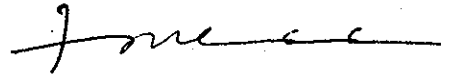
1. The HIREE shall pay amenities charges and service charges of **Rs. 72,900/- (Rupees Seventy Two Thousand Nine Hundred only)** per month, apart from and along with the rent payable, subject to clause pertaining to the enhancement of the amenity charges and service charges as per the details given below:

Amenities charges payable to HIREE No. 1	Rs. 31,050/-
Amenities charges payable to HIREE No. 2	Rs. 31,050/-
Service charges payable to M/s Modi Properties & Investments (P) Limited	Rs. 10,800/-

2. The HIREE shall enhance the amenities charges & service charges by 6% compounded at the end of every year.
3. The HIREE shall pay the amenities charges & service charges for each month on or before the 7th day of the succeeding month to the HIRERS.
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 & service charges shall be deemed to be a breach of the covenants of tenancy and the HIRERS shall be entitled to determine the lease and the HIREE shall give vacant possession of the tenancy.
6. The HIREE agrees to maintain the building at his own cost.



HA Modi



PARTICULARS OF AMENITIES:

- 1) Provision of electric power connection.
- 2) Provision of Municipal water connection
- 3) Provision of windows and doors.
- 4) Provision of toilets.
- 5) Provision of parking for cars and scooter.
- 6) Provision of lift.
- 7) Provision of security grills and shutters.

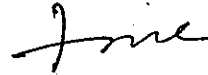
IN WITNESS WHEREOF the HIREE and the HIRER have signed these presents on the date and at the place mentioned above.

WITNESSES:

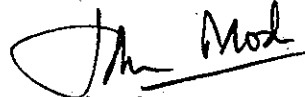
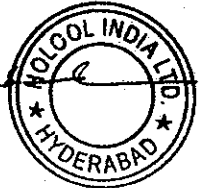
1.

2.

HIREE



For HIRER No. 1



**(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)**

For HIRER No. 2



**(Modi & Properties Limited Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)**

50 Rs.



S. No. 2851 Date 12-5-03
Stamp No. MODI Properties & Investment (P) LTD.
S/o
For Whom Self see Bed

L-G-Clarity
LEELA G. CHIMALGI
STAMP VENDOR
L No: 11,97. K No: 1/2003
5-4-76/A Cellar, Ranigunj
SECUNDERABAD - 500 003.

PROPERTY MANAGEMENT AGREEMENT

This agreement is made and executed at Hyderabad on this 1st day of June 2003 by and between:

1. **SYED MEHDI**, S/o. Mr. Syed Mohammed aged about 44 years , R/o. H.No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,
 2. **RAZIA BANO**, W/o. Mr. Syed Mehdi, aged about 34 years, R/o. H. No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,
- (herein after collectively referred to as OWNERS).

AND

3. **MODI PROPERTIES & INVESTMENTS PVT. LTD.**, a company incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3 & 4, III Floor, Soham Mansion, M.G. Road, Secunderabad, and represented by its Managing Director Sri. Soham Modi, S/o. Shri Satish Modi. (herein after referred to as MANAGER).

The expressions OWNERS and MANAGER shall mean and include unless it is repugnant to the context their legal heir, administrator, executor, assignee, nominee, successor in interest, successor in office and the like.

WHEREAS

1. The OWNERS have developed/constructed a building known as R.M. Mansion on land area of about 750 sq. yards bearing house No. 8-2-684/1/18&19, situated at Road No. 12, Banjara Hills, Hyderabad. The area of construction consisting of parking and lower basement floors, ground floor and two upper floors is about 18,000 sft. Herein after this building is referred to as "Scheduled Premises".

1. Syed Mehdi

2. Razia Bano

Soham Modi



B. No. 2857 ... 175-03 ...
Sold to MODI Properties & Investment (P) LTD.
For Who: self Secured

L. G. Chimalgi
LEELA G. CHIMALGI
STAMP VENDOR
L. No. 1241 R. No. 17/003
5-4-18/32, Bellari, Ranigunj
SECUNDERABAD - 500 003.

-2-

2. The OWNERS intends to give on lease the constructed premises to various parties and intends that the property as a whole be efficiently managed.
3. The MANAGER is engaged in the business of real estate developer, managers, underwriters etc., and has reasonable experience, manpower and other resources.
4. The OWNERS have approached the MANAGER with a request to take over the various aspects of a property management such as marketing, negotiating with tenants/prospective purchasers, day to day maintenance of the building involving appointment and supervision of watchmen, electrician, plumber etc., collection of rents and other charges from the tenants and proper accounting of rents collected and expenses.
5. The MANAGER has agreed to render its property management services in respect of the Scheduled Premises on certain terms and conditions.
6. The parties hereto have agreed to certain terms and conditions for the property management and are desirous of reducing the same into writing.

NOW THEREFORE THIS PROPERTY MANAGEMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. That the OWNERS have agreed to give on a consideration and terms and conditions contained herein to the MANAGER the management of Building known as R.M. Mansion bearing No. 8-2-684/1/18&19, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18000 sft. (3000 sft. each on the ground, first and second floors and 4500 sft. each on the parking and lower basement floors). This building hereinafter is referred to Scheduled Premises.

1. *[Signature]*

2. *Rajia Banu* *[Signature]*

2. That the MANAGER has agreed to take from the OWNERS the property management of the Scheduled Premises on consideration and terms and conditions contained herein.
3. That the MANAGER shall undertake the following property management services in respect of Scheduled Premises at the cost of the OWNERS.
 - (a) Advertise, make brochures, negotiate and finalize the lease on such terms and conditions, as they deem fit and proper.
 - (b) To maintain and upkeep the Scheduled Premises in good condition and if required to make additions, alterations and improvements to the building.
 - (c) To appoint full time/part time maintenance staff like watchmen, electrician, plumber, engineer, supervisor etc., that may be required for the maintenance on such terms and conditions as they deem fit and proper.
 - (d) Liaison with the tenants
 - (e) Collection of rents and maintenance charges from the tenants
 - (f) Maintenance of accounts.
 - (g) To do all such other acts and deeds that are generally required for an efficient management of the property.
4. That the MANAGER for its services shall be entitled to 8% of the gross rent and general amenities charges receivable from various tenants of the Scheduled Premises. The service charges shall be payable by the OWNERS monthly on receipt of rents from the tenants, alternatively the MANGER shall be entitled to collect 8% of the gross rent and general amenities charges receivable from various tenants directly from the tenants.
5. That the MANAGER shall be entitled to 8% of the rent/security deposit received from the tenants of the Scheduled Premises free of interest and shall be refunded to the OWNERS at the time of tenant vacating or on termination
6. That this agreement shall be effective from 1st June 2003 and shall be for a period of 10 years. However either party on giving an advance notice of 3 months to the other party can terminate this agreement.
7. That for the smooth and efficient day to day management, the OWNERS hereby agrees
 - (a) To execute a specific power of attorney and/or any other document(s) in favour of MANAGER authorising it to negotiate, to execute lease agreements, to collect rents and other charges, to initiate legal action against tenants, to issue rental receipts etc.
 - (b) To open a bank account in a Bank convenient to the MANAGER and to give a mandate to the MANAGER for its operation.

1. 

2. 



- 8. That it is clearly understood by the parties hereto that the MANAGER by virtue of this agreement will not have claim of any tenancy/ownership rights over the Scheduled Premises.
- 9. That the OWNERS shall be binded by the acts and deeds done by the MANAGER for and on behalf of the OWNERS in performance of its obligations under this agreement.

IN WITNESS whereof the parties hereto have put their respective hands on the date mentioned herein above.

WITNESSES

- 1.
- 2.

(OWNERS)

1. *Syed Mehdi*
1. Syed Mehdi

2. *Razia Bano*
2. Razia Bano

(MANAGER)
For Modi Properties & Inv. (P) Ltd.

Soham Modi

(Soham Modi)
Managing Director