

100Rs.



S.No... 707... Date 3/10/2002 Rs. 100
 Said / bind / ad... S/o Anandayoh 294 1/2 AP 23 IS
 for "Hom.M/p. Reliance... Infocomm. Ltd

S.K.
 Manager/Asst. Manager
 e Seva
 Malakpuri

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into at Hyderabad on this _____ day of _____ 2002 between M/s. Modi Properties & Investments Pvt Ltd. Represented by Soham Modi residing at of D.No 5-4-187/3 & 4, III Floor, M.G.Road, Secunderabad-500 003 [which expression shall include their successor and assigns] of the FIRST PART

AND

Reliance Infocomm Ltd, a Company incorporated under the provisions of the Indian Companies Act, 1956 and having their Registered office at Avadesh House, 3rd floor, Preetam Nagar, Ellis Bridge, Ahmedabad - 380 006 and Circle Office at 101, Lakeshore Towers, 6-3-1090/B/1, Raj Bhavan Road, Somajiguda, Hyderabad -500082 hereinafter called the " LESSEE" [which expression shall include their successor and assigns] of the SECOND PART

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WHEREAS the Lessor is seized and possessed of open space on the rooftop of the building admeasuring about 350 Sq.Ft and ground space admeasuring about 225 Sft sufficient for installation and maintenance of antenna tower, BTS equipment, DG set etc at the building lying and being at D.No 3-4-106, MAYFLOWER PARK at Mallapur, Near Nacharam, Hyderabad.

AND WHEREAS the Lessee has approached the Lessor and has requested the Lessor to take on lease open space on roof top and at the ground of the building MAYFLOWER PARK above mentioned admeasuring in all about 575 Sq.Ft (herein after referred to as "the DEMISED PREMISES") more particularly described in the Schedule hereunder written for erection of a tower and installation of various equipment, DG set etc and the Lessor has agreed to give the demised premises on lease on the following terms and conditions:

NOW THIS LEASE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- 1)
 - a) The Lessor hereby demises unto the Lessee the demised premises i.e. to use and occupy a portion of the open space admeasuring in all about 575 Sq.Ft more particularly described in the Schedule hereunder written, to install antennae and other equipment and Diesel generator set at ground floor/rooftop, air-conditioner, and such other equipment in the said demised premises for setting up Telecommunication Network for a period of **20 years** commencing from October 10th 2002 with an option to renew the lease period for a further period with the terms and conditions mutually agreed upon by the parties.
 - b) The Lessor shall provide or shall co-operate in providing 415V, 3 phase, 4 wire, 15kw supply of current to the Lessee for its Telecommunication activities and will sign all necessary documents / application forms to enable the Lessee to obtain electricity as per requirement for establishing the telecommunication relay station.
 - c) The Lessor hereby permits Lessee to provide proper earthing to be sunk in few nos. (not less than 4 nos.) Of pits around the building to draw the earthing cables / Strips or any other material if required from ground floor to the top floor/terrace and to the antennae by clamping the said earthing cable to the outside walls of the building, on the roof surface and on the parapet walls through the ceiling as the case may be.
 - d) The Lessor hereby permits the Lessee to draw Power Cable, through conduits / Cable Trays from the place where electric meters are situated at ground floor to the said premises and to the antennae on the roof top of the top floor and also to draw up power cables, OF Cable etc. through external walls surface, along roof top, on the parapet wall, and on the Ceiling as may be.
 - e) The Lessor hereby permits Lessee to draw power cable through conduits / cable tray from the place of DG Set placed at ground floor / open space / roof top, as the case may be.
 - f) The Lessor hereby permits Lessee for 24 Hrs access to the demised premises throughout the term.
 - g) The Lessee shall be entitled to carry out technical tests from the said premises and shall be entitled to modify alter, remove, add all or any of the equipments / arrangements that may be installed by the Lessee on the said premises without paying any additional compensation to the Lessor and without permission and/or consent from the Lessor.
 - h) The Lessor hereby permits the Lessee to draw the OFC / Other Cable & duct from its network point to the building and upto the antennae on the rooftop, in such manner and through such means as may be required.

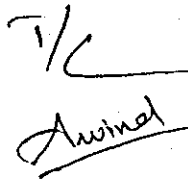
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- i) The Lessor hereby permits the Lessee to carry out, at the costs and expenses of the Lessee, such modifications or alterations on the rooftop as may be necessary, including exposing existing columns / beams for making tower / equipment foundations. The Lessee shall carry out the requisite finishing work.
- 2) The Lessor hereby agrees:
 - a) To offer full co-operation to the Lessee to process through an application made by the Lessee to _____ Municipality and other concerned authorities for obtaining necessary permission/sanction which are required by the Lessee to carry out their telecommunication project.
 - b) To extend all co-operation and facilities to the Lessee in their task of obtaining various clearances/permissions as may be required for their telecommunication project.
 - c) Not to cause any damage to the equipment/facilities/electrical connections of the lessee and will ensure that the equipment & antennae and other properties of the Lessee in terrace/roof area are protected in as much as that there shall not be any trespassers into the Lessee's allotted lease area.
 - d) That the lessee shall be entitled to peacefully and quietly hold and enjoy the said premises during the period of the lease or any further renewal thereof without any eviction, disturbance or interruption by the Lessor or any person or persons claiming by from through under or in trust for the Lessors or otherwise howsoever.
 - e) That the Lessee shall be permitted to install advertisement hoardings / Neon signboards etc in the demised premises.
- 3) The Lessee hereby agrees:
 - a) To pay to the Lessor and/or its authorised representative as directed by the Lessor from time to time the monthly compensation of Rs.8000/- (Rupees Eight Thousand only) on or before the 10th of the following month which is inclusive of present and future municipal rates and taxes, building maintenance and all types of taxes, levies, outgoings payable to any statutory or Govt. bodies etc. However taxes pertaining to the erection of tower shall be borne by Lessee only.
 - b) To pay, on execution of these presents, 6 month's lease rentals i.e Rs. 48,000/- (Rupees Forty eight thousand only) as interest free refundable deposit, which shall be recovered in last six equal monthly installments.
 - c) To pay all the bills for charges of the electricity consumed as per the bills issued by the APCDCL as soon as the bills thereof are presented by them to the Lessee, according to the separate electric meters installed in the name of the Lessee, for the said space. The electric meters shall be installed by the Lessor.
 - d) To use the said space only for the purpose of carrying on the business of the Lessee.
 - e) Not to do or permit to be done upon the said space anything which may create or cause nuisance or annoyance or disturbance to other occupiers of the building occupying the other portion of the said building or other buildings.
 - f) Not to damage the space in any manner (usual wear & tear excepted)
 - g) To permit the Lessor & its representatives and authorised agents at any time to enter upon the said space to view and inspect the state & condition of the installations, without tampering with the said installations in any way.



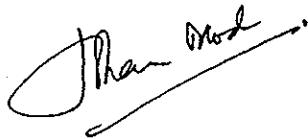


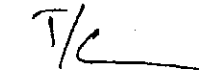
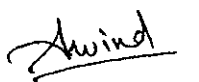
- h) Not to assign, sub/lease, under/lease give or grant, leave & license mortgage or assign or induct any third party in the space or any part thereof at any time without the prior written permission of the Lessor.
- i) Not to object to assignment by the Lessor of its right in the said space subject to terms & conditions of these space
- 4) The Lessees, their servants, agents, employees shall be entitled to use the said space together with the right to access thereto & or all passages, entrances, stairs, lobbies, lifts, porches landings, gates or to other pathways for and ingress thereto and ingress therefrom to the main road (which shall be held unless exclusively held/appurtenant, in common with other entitled to similar use and without causing any disturbance to others).
- 5) The Lessor shall maintain the said space in proper habitable conditions at their cost by carrying out all kinds of major structural repairs and maintenance in respect of the said space whenever necessary.
- 6) The Lessor shall provide space for parking of at least two four wheeler vehicles which are required to be parked at the time of installation and thereafter from time to time for the maintenance of the installation.
- 7) Lessor hereby declares and confirms that the Demised Premises is free from all encumbrances, court attachments and other charges of whatsoever nature and the Lessor has good and clear title to the said Demised Premises.
- 8) .
 - a) The Lessor undertakes and declares that they have good right and title and interest in the Demised Premises and has full power and absolute authority to give the Demised Premises on Lease to the Lessee. In case anybody else have any objection of whatsoever nature as regards the arrangements arrived at between the Lessor and the Lessee in respect of the Demised Premises, the Lessor shall indemnify and keep indemnified the Lessee against all costs, charges, expenses, compensation and damages, if any, at any time.
 - b) The Lessor undertake and declare that he will ensure that this lease shall attorn to the Association of owners, if and when formed, and shall also transfer forthwith the refundable deposit, aforementioned at clause 3(b), to the Association.
 - c) The Lessee shall vacate the said space & hand over the vacant & peaceful possession thereof to the Lessor without claiming any right, title or interest in the said space or any part thereof under this agreement, on expiration of the period of this agreement or its renewal thereof;
 - d) If the monthly compensation payable by the Lessee remains in arrears for a period of three months, the Lessor shall give three months notice in writing calling the Lessees to pay the same and on failure of the Lessees to pay the same, the Lessors shall be entitled to terminate this agreement.
 - e) If at any time during the term hereby granted, the said space shall be destroyed or damaged by earthquake, air raid, violence of any army or mob, riot or mob or civil commotion or any act of God or irresistible force, so as to become unfit for use for the purpose of the Lessees, it shall be lawful for the Lessees to avoid this Lease. If so elected to avoid the Lease, then the compensation hereby payable or a fair & just proportion thereof according to the nature & extent of the damage sustained shall be suspended & cease to be payable until the space shall have been again rendered fit for habitation & use for the purpose of the Lessees provided however that the Lessees shall not have any claim or compensation or otherwise against the Lessor for the termination of the Lease by reason of any of the aforesaid circumstances;

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- f) It is hereby agreed between the parties hereto that the Lessor shall not terminate the Lease during the term of the Lease or its renewal thereof if the Lessee complies with all the terms & conditions and obligations required to be performed by them under this Agreement but the Lessees have the option to terminate the lease at any time by giving three months notice to the Lessor.
- g) It is hereby agreed between the parties hereto that the term of the lease shall be 20 years with a 15% escalation in lease rental after every 3 years during the period of lease.
- h) It is hereby expressly agreed that if at any time there shall arise any dispute, doubt or difference or question with regard to interpretation of this agreement or in respect of the rights, duties & liabilities of the parties hereto arising out of these present, then every dispute, doubt difference or question shall be referred to arbitration as per the provisions of the Arbitration & Conciliation Act, 1996 and the rules framed thereunder. Two arbitrators are to be appointed by each of the parties and third to be appointed by the said two arbitrators. The decision of the Arbitrators shall be final & binding to the parties to this deed.
- 9) The Parties hereto unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the competent courts in Hyderabad only with regard to any question or matter arising out of this agreement and any other documents that may be executed by the parties hereto or any of them in pursuance hereof or arising herefrom.



SCHEDULE OF THE LEASED PROPERTY

A portion of the open space on the rooftop of the building admeasuring about 350 Sq.Ft and ground space admeasuring about 225 Sft, at the building lying and being at D.No 3-4-106, MAYFLOWER PARK at Mallapur, Near Nacharam, Hyderabad.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove written.

SIGNED AND DELIVERED BY THE
WITHINNAMED LESSOR
M/s. Modi Properties & Investments Pvt Ltd.
Represented by its Constituted attorney Sri.
Soham Modi



SIGNED AND DELIVERED BY THE
WITHINNAMED LESSEE
M/s Reliance InfoComm Ltd represented by
its constituted attorney,
Sri.....

In the presence of:

- 1.
- 2.

RECEIPT

RECEIVED of and from within named lessee within mentioned sum of Rs.47000/- (Rupees Forty Seven Thousand Only) vide Cheque No:drawn on ICICI Bank Ltd.

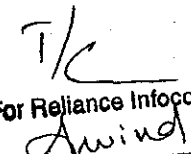
WITNESSES

- 1.
- 2.

I SAY RECEIVED



(Lessor - Per Constituted Attorney)



For Reliance InfoComm Limited
Anind
Authorised Signatory

MEMORANDUM OF UNDERSTANDING

This MOU is made at Hyderabad on this 28th day of August 2002.

Between

M/S MODI PROPERTIES & INVESTMENTS PVT Ltd
S-4-187/324, III Floor, M.C. Road, Secunderabad - 500003

herein after called FIRST PARTY (which expression shall unless it be repugnant to the context or meaning thereof shall include the successor in Title & assigns)

AND

Reliance InfoComm Limited a company incorporated under the Companies act 1956 , having its registered office at Avedesh House, 3 rd floor, Preetam Nagar, Ellis Bridge, Ahmedabad and office at Hyderabad herein after called as SECOND PARTY.(which expression shall include their successors & assigns)

WHEREAS

The first party is the owner and in possession of the immovable property bearing municipal no 3-4-106, Malakpur situated at May Jawar Park, Malakpur, Near Nallayam along with the structure standing thereupon in the limit of ___ consisting of roof top and Hyderabad.

The Second Party is engaged in the business of telecommunication and has gained reputation in the field.

Pursuant to its business activities Second Party has approached the First Party to take on lease rooftop admeasuring 350 Sq, and open/ covered place at Ground Floor along with constructed portion thereupon admeasuring 575 Sq ft more particularly described in the Schedule herein under written and delineated in the plan annexed hereto (hereinafter referred to as "the proposed demised premises) for erection of a tower and installation of DG Set etc.

The First Party has agreed to give the demised premises on lease rent on the following terms and conditions:

Now, Therefore, This MOU witnesses as follows:

1. The First Party agrees to demise unto the Second Party and the Second Party agrees to take on lease the proposed demised premises subject to the terms and conditions set out herein.
2. The Second party agrees to pay monthly lease rent of Rs 8,000/- (Rupees Eight thousand Only). The monthly lease rent herein reserved is inclusive of present and future municipal corporation rates and taxes, maintenance and all types of taxes, levies, outgoing payable to any statutory or Govt. Bodies etc. pertaining to the leased property.
3. Parties have agreed to execute lease agreement within 90 days of signing this MOU. The Second Party shall have the option to extend the period for execution

1. Johan Modi

2. E. K. Rao
(1405000)

of the Lease Deed. The Lease Deed shall be executed if and only if the following conditions have been complied to the satisfaction of the Second Party:

- A Grant of all statutory permission / license from the concerned authorities .
 - B Approval of the site by SACFA
 - C Technical approval of the site by technical team of Second Party .
 - D Clear free and marketable title of the demised premises .
 - E Receipt of resolution from society managing committee/Board approving proposed lease.
 - F Receipt of Structural Drawings
4. In case the Lease Deed is executed by the Parties herein, they shall be governed by the provisions of the said Deed. In the event the Lease Deed is not executed between the Parties herein by 90 days or the extended period as setout in Clause 3 above, this MOU shall stand terminated.
 5. The Second Party agrees, on execution of lease deed, to deposit an amount of Rs. 48,000 / (Rupees Forty eight thousand only) as and towards interest free security deposit, returnable on expiration of the period of lease.
 6. On execution of this MOU, the second party has deposited an amount of Rs 1000/- as advance with the First party which shall be adjusted against amount of interest free deposit payable under Lease Deed. In the event the Lease deed is not signed for any reason whatsoever, this amount of Rs 1000/- shall be returned by the First Party to the second Party immediately on demand.
 7. If and when an Association / Society of flat owners is formed the lease shall attorn to such Association / Society and the first party shall forthwith transfer the said security deposit to the Association / Society so formed.
 8. The term of the lease / license shall be 20 years with 5% increase in lease rental on completion of every 3 years lease period.
 9. The Second Party shall be permitted to use and occupy a portion of the terrace/roof top area 350 sq ft , and open/covered space at ground floor admeasuring 225 Sq.ft , total admeasuring about 575 Sq Ft. to install 8-15 Mtr high steel structural antennae and telecom equipment weighing approx. 6000 kg; Diesel generator set at ground floor, open/covered space, air-conditioner, and such other equipment in the said demised premises for setting up Telecommunication Network.
 10. The Second Party will obtain all necessary permission for the use of the proposed demised premises for the purpose setout herein.

1. Jhar Moh

2. (Signature)
(411/2001)

In witness whereof the Parties hereto signed this MOU on the date and the day mentioned hereinabove.

Witness

1.

2.

Witness

1. *Carne*

2.

Shan Mod

SIGNATURE OF FIRST PARTY

સ.સી. કેલિબાન્સ ગ્રુપ કોર્પોરેશન લિમિટેડ

Shan (401230)

SIGNATURE OF SECOND PARTY

RECEIPT

Received of and from withinnamed Second party a sum of Rs. 1000/- (Rs One thousand only) by way of Cash/~~Chq~~/~~DD~~ no _____ dt _____ drawn on _____ being the token money/an advance.

We say received

(First Party)



Mod