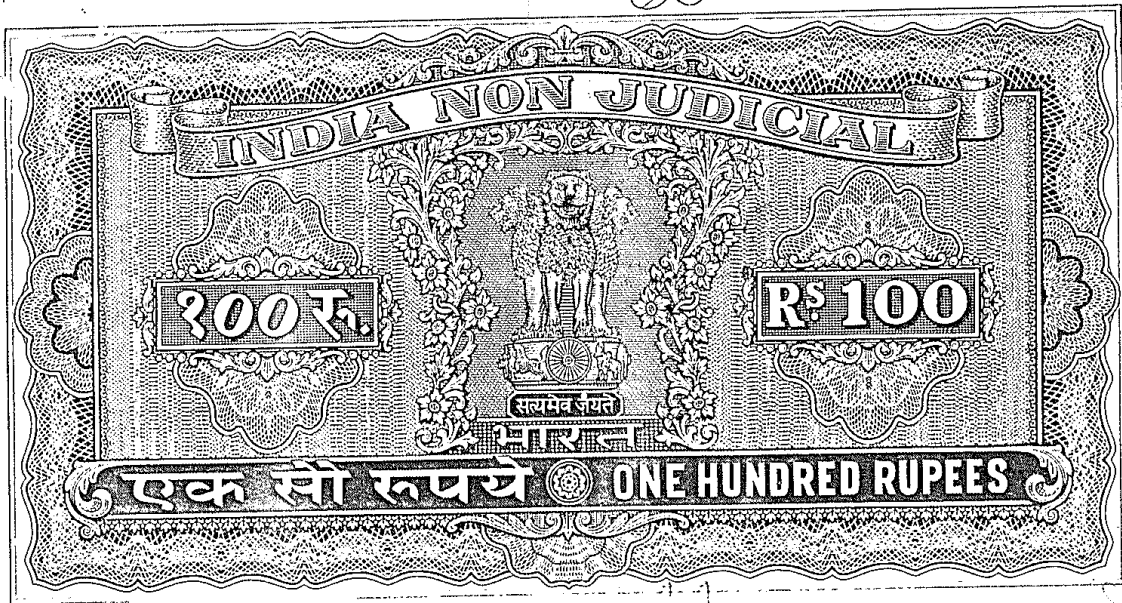




LEASE AGREEMENT

This agreement is executed on this the 25th day of July, 1994, at Hyderabad by and between :

MODI ENTERPRISES (owned by MODI BUILDERS METHODIST COMPLEX a partnership firm, having its office at 1-10-72/2/3, Begunipet, Hyderabad and represented by its partners Shri Satish Modi aged 49 years, s/o Late Shri Manilal Modi and Shri Suresh Bajaj aged 37 years, s/o Late Shri Parmanand Bajaj.

hereafter referred to as the LESSOR of the First Part.

AND

Shree Roadways Pvt. Ltd. having its registered office at 17, Ganesh Chandra Avenue, 6th floor, Calcutta 700013 represented by Mr. Ravindera Kumar Dahima aged 55 years, s/o Shri Banarsilal Dahima, r/o. 49 Czech colony, Sanathnagar, Hyderabad - 500018

hereafter referred to as the LESSEE of the Second Part.

This expressions LESSOR and LESSEE shall, unless repugnant to the context, include their respective heirs, legal representatives, successors and assignees.

WHEREAS

A. The LESSOR is the sole tenant of a building complex bearing the name **METHODIST COMPLEX** (the said building) situated at 5-9-189/90, Chirag Ali Lane, Abids, Hyderabad having got its rights of tenancy under an agreement, registered as document No. 686/90 on 19/4/1988, with the registrar of Hyderabad, from the Methodist Church in India, (Owners) the owners of the land on which the building is constructed.

[Handwritten signatures and stamps]

Satish Modi
Suresh Bajaj
Ravindra Kumar Dahima

18/7/94
18/7/94

B. Under the said agreement, the lessor has the right to transfer its rights of tenancy in the whole or any part of the building to any persons of their choice on such terms and conditions as it may deem fit and proper without requiring the giving of a notice to the owners or taking their permission to do so ;

C. The lessee was desirous of taking on lease a part of the said building and the lessor hereto agreed to do so for consideration and on the following terms and conditions;

WITNESSETH :

1. The lessor has leased out and the lessee has taken on lease the premises bearing 5-9-189 / 19, Methodist Complex, office no. 3, on the Third Floor in the said building admeasuring about 1625 Sq. ft., of super built up area, and described in detail in the schedule hereto, hereafter referred to as the leased premises.

2. The lease shall commence from 1st August, 1994.

3. The lessee shall pay to the lessor throughout the lease period by way of consideration of the lease an amount of Rs. 165/- (Rupees One hundred only) per month for the leased premises.

4. The lease shall be for a period of five years renewable at the option of the lessee every five years at an increase in rent of 20% on the then existing rent, other terms remaining unaltered. In case the lessee does not intimate his decision to terminate this contract in writing six months before the expiry of the said period, the lease shall be deemed to have been automatically renewed at the terms and conditions mentioned herein.

5. The lessee shall make with the lessor a total security deposit of Rs. 4,95,000/- (Rupees Four lakhs ninety five thousand only) as follows.

Draft No. 371480 dated 11-7-94, amounting Rs. 50,000/- (Rs. fifty thousand only), drawn on ANZ Grindlays Bank, Hyderabad, received by the lessor on 14-7-94. Draft No. 371556 dated 22-7-94 for Rs. 2,45,000 (Rupees Two lakhs Forty Five thousand only) and Draft No 371532 for Rs. 2,00,000 (Rupees Two lakhs only) received by the lessor on 22-7-94.

This deposit shall not carry any interest under any circumstances whatsoever. This deposit may be retained by the lessor and shall be refunded without any interest or accretion whatsoever to the lessee on the termination of this lease and on the lessee delivering to the lessor or its nominee(s) vacant possession of the leased premises in its original state and in no other circumstances. This clause is to be construed strictly.

School m.w. - *[Signature]*

[Signature]

6. The lessee shall use the premises for lawful commercial purposes only.

7. Besides the above mentioned rent payable by the lessee shall be liable to bear and pay all taxes, cess, fees, charges consequential and all other amounts that may be raised, levied, paid or payable to the Municipal Corporation of Hyderabad, or any other body, authority, government, semi-government or otherwise. The same shall be paid directly to the Corporation etc., or to the lessor, if it so desires, who shall pay the consolidated sums to the Corporation etc., in respect of the leased premises only.

8. The lease amount shall be paid by the lessee before the fifth day of each calendar month in advance to the lessor or his authorised agent.

9. The lessee shall permit the lessor and/or his agents to enter upon the property for inspection and examination of the state and condition thereof.

10. The lessee shall be liable to keep the property in proper state and condition and shall not have any right to alter or amend the present structures, shape and condition of the property in a manner that may adversely effect the construction of the entire building or other occupiers of the said building, but is entitled to make such additions or alterations or flooring which do not alter or amend the present structures, shape and condition of the property in a manner that may adversely effect the construction of the entire building or other occupiers of the said building.

11. The lessee shall be liable to bear and pay the following :

a) Repairs to the property, b) license and other fees, c) Electricity charges, d) proportionate cost of all electrical installations like transformer, meters, generators, panel boards etc. @ Rs. 28/- Sft., of super built up area e) proportionate insurance charges for the insurance of the building, f) maintenance charges @ Rs. 0.50 per Sft., of built up area in advance per month (subject to increase from time to time). In case the above cited payments are delayed the lessee shall be liable to pay interest at the rate of 30% per annum on all such delayed payments.

12. In the event of the LESSEE committing default in any payment or committing a breach or breaches of any other terms and conditions, the LESSOR shall send a reminder to the LESSEE to rectify the default within 15 days, failing which the LESSOR shall be entitled to terminate the lease by giving 15 days notice to the LESSEE whether such non-payment or breaches take place within the agreed period of lease or otherwise.

Satish M.D.

[Signature]

[Signature]

13. The lessee shall pay all stamp duty, registration charges and other charges, expenses etc., that may be incurred, if any with respect to this agreement and also such other deeds and documents that may have to be executed, or other acts and things that may have to be done in future in this regard.

14. The lessee shall not do any business connected with liquor, or serve liquor, on the premises.

15. The lessee shall be entitled to put up name boards relating to their business or profession only at the spaces designated by the lessor for these purposes and shall not put any sign boards on the exterior of the building.

16. The lessee shall be entitled to use the common services of the building including the lifts, staircases. The lessee shall be liable to maintain the common areas in good and decent condition, not to throw dirt or refuse therein and help maintain the building in good working atmosphere.

17. Subject to the fulfillment of all their obligations stated herein the, lessee shall be entitled to assign, transfer, sublet, and/or give on leave and license (including succession on death), their rights stated herein, on such terms and conditions as they deem fit to any person, so however that such transferee shall also be bound by the terms and conditions hereof. For doing this, no further consent of the lessor or the owners shall be needed.

18. The transferees/assignees of the lessee as mentioned above shall have the same rights and obligations as the lessee has mentioned herein.

19. The lessor shall have the right to carry on further construction on or in the said building as also any extension or annex thereto as and when they so desire and the lessee shall not object or create hindrance and shall extend all co-operation to the lessor thereof.

20. This agreement shall be subject to the jurisdiction of the courts at Hyderabad only.

21. If the lessee has fulfilled all his obligations stated herein, and continues to do so in future, the lessor shall not terminate the lease.

Satish mnl

Sunil K. D.

As a witness

22. In the event of cancellation of the tenancy agreement between the owners and the Lessor, the Lessee performing his obligations stated herein, this agreement shall continue to be in force and the Lessee shall have the right to enjoy the premises they have contracted and in such an event, their obligations will be towards the Church, the Landlord/Owner.

SCHEDULE OF THE PROPERTY

All that Office No. 3, on the Third Floor in the METHODIST COMPLEX, bearing M.C.H. No 5-9- 189/190, Abids, Hyderabad admeasuring about 1625 Sq. ft., of super built up area and bounded by :-

NORTH	Driveway
SOUTH	Chiragali Lane
EAST	Abid Road
WEST	Office No. 4

WITNESSES

1. Sowrabh Modi
S/O SATISH MODI
1-10-72/2/3 BEGUNPET
HYDERABAD 500016
TEL: 845180

2. Harith K.
HARISH K.
S/O. R. K. DAHIMA
H.NO! 49,
CZ 504 COLONY
Sambhargan.
Hyd- 18.

LESSOR

1. Satish Modi
2. Sowrabh Modi

LESSEE

1. [Signature]

MODI BUILDERS

(METHODIST COMPLEX)

SITE OFFICE : 5-9-190, GUNFOUNDRY, ABID ROAD, HYDERABAD - 500 001. (A.P.)

SUPPLEMENTARY AGREEMENT

In continuation of the agreement dated 25-7-94 between Modi Enterprises (LESSOR), and Shree Roadways Pvt. Ltd. (the LESSEE), the Lessor received on 22-7-94, from the Lessee, a sum of Rs. 33,300 (Rupees. Thirty Three thousand and three hundred only), vide Draft No 371554 dated 22-7-94, drawn on ANZ Grindlays Bank Hyderabad towards generator fund.

WITNESSES

1 *Gowtham Modi*
S/O SATISH MODI
1-10-72/2/3 RICHUMPT
HYDERABAD 500016
IFCL 595180

2 *Harish K.*
HARISH K S/O R. K. Dabir
H. NO: 49
CZECH COLONY
Saudanagar.
Hyd-18

LESSOR

LESSEE

Modi Builders Methodist Complex

5-4-187/3 & 4, II Floor,
Soham Mansion, M.G. Road,
Secunderabad - 500 003.

Nitiraj Engineering - Rent (303)

Ledger Account

1-Apr-2008 to 31-Mar-2012

Page 1

Date	Particulars	Vch Type	Vch No.	Debit	Credit
19-5-2010	By IDBI Bank Current Account <i>Ch. No. :668686 being chq received from Nitiraj Engineering towards rent for the month of Feb & March 10 vide receipt no. 3944</i>	Bank Receipt	BR-1		340.00
23-7-2010	By IDBI Bank Current Account <i>Ch. No. :020813 being chq received from Nitiraj Engg Pvt. Ltd. towards rent for the month of April & May 10</i>	Bank Receipt	BR-2		340.00
22-10-2010	By IDBI Bank Current Account <i>Ch. No. :468814 being chq received from Nitiraj Engineering towards rent for the month of June & July 10 vide receipt no. 3968</i>	Bank Receipt	BR-3		340.00
23-11-2010	By IDBI Bank Current Account <i>Ch. No. :478267 being chq received from Nitiraj Enginners towards rent for the month of Aug & Sept 10 for Rs.170 per month vide receipt no.3961</i>	Bank Receipt	BR-2		340.00
18-1-2011	By IDBI Bank Current Account <i>Ch. No. :507975 being chq received from Nitiraj Engg towards rent for the month of Oct & Nov 10</i>	Bank Receipt	BR-1		340.00
16-3-2011	By IDBI Bank Current Account <i>Ch. No. :523062 being chq received from Nitiraj Engg towards rent</i>	Bank Receipt	BR-5		340.00
					2,040.00
To	Closing Balance			2,040.00	
				2,040.00	2,040.00
1-4-2011	By Opening Balance				2,040.00
17-5-2011	By IDBI Bank Current Account <i>Ch. No. :551806 rent vide receipt no.4008</i>	Bank Receipt	BR-1		340.00
1-11-2011	By IDBI Bank Current Account <i>Ch. No. :589407 rent</i>	Bank Receipt	BR-2		340.00
	By IDBI Bank Current Account <i>Ch. No. :567740 rent</i>	Bank Receipt	BR-3		340.00
5-3-2012	By IDBI Bank Current Account <i>Ch. No. :641713 Being cheque received towards rent</i>	Bank Receipt	BR-1		340.00
	By IDBI Bank Current Account <i>Ch. No. :630837 Being cheque received towards rent for 303</i>	Bank Receipt	BR-2		340.00
	By IDBI Bank Current Account <i>Ch. No. :630630 being cheque received towards rent for 303</i>	Bank Receipt	BR-3		340.00

Carried Over

4,080.00

Modi Builders Methodist Complex

Nitiraj Engineering - Rent (303) Ledger Account : 1-Apr-2008 to 31-Mar-2012

Page 2

Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward				4,080.00
					4,080.00
To	Closing Balance			4,080.00	
				4,080.00	4,080.00

01.08.2008

**NITIRAJ ENGINEERING
MODI BUILDERS METHODIST COMPLEX
ABIDS, HYD**

Maintenance Receipts

Date	R.No.	Ch.No.	Amt	For the month
09-09-05	2333	83854	2437	Jun, Jul-05
06-12-05	2427	83879	2437	Aug, Sep-05
06-12-05	2429	379263	2437	Oct, Nov-05
20-1-06	2481	583917	2437	Dec-05, Jan-06
29-3-06	2553	585934	2437	Feb, Mar-06
19-5-06	2613	585957	2437	Apr, May-06
04-08-06	2701	585977	2437	Jun, Jul-06
15-9-06	2754	585995	2437	Aug, Sep-06
20-11-06	2823	944221	2437	Oct, Nov-06
17-1-07	2893	944241	2437	Dec-06, Jan-07
26-3-07	2946	949257	2437	Feb, Mar-07
16-05-07		944277	2437	Apr, May-07
24-07-07		589002	2437	Jun, Jul-07
17-9-07	3102	589018	2437	Aug, Sep-07
15-11-07		591753	2437	Oct, Nov-07
10-01-08		591768	2437	Dec-07, Jan-08
17-05-08	3363	591788	2437	Feb, Mar-08
17-05-08	3365	196355	2437	Apr, May-08
17-07-08		196378	2437	Jun, Jul-08

Maint. Is increased from Jan-05 to Rs.1625
so, from Jan-05 to Jan-08 i.e $37m \times 407 = 15,059/-$

Rent Receipts

Date	R.No.	Ch.No.	Amt	For the month
09-09-05	2332	83853	340	June-05, Jul-05
06-12-05	2428	83878	240	Aug, Sep-05
06-12-05	2430	379262	340	Oct, Nov-05
20-1-06	2480	585916	340	Dec-05, Jan-06
29-3-06	2554	585933	340	Feb, Mar-06
19-5-06	2612	585956	340	Apr, May-06
04-08-06	2702	585976	340	Jun, Jul-06
15-9-06	2755	585996	340	Aug, Sep-06
20-11-06	2822	944220	340	Oct, Nov-06
27-1-07	2894	944240	340	Dec-06 to Jan-07
26-3-07	2947	949256	340	Feb, Mar-07
16-05-07		944278	340	Apr, May-07
24-07-07		589001	340	Jun, Jul-07
17-9-07	3103	589019	340	Aug, Sep-07
15-11-07		591752	340	Oct, Nov-07
10-01-08		591767	340	Dec-07, Jan-08
17-05-08	3362	591787	340	Feb, Mar-08
17-05-08	3364	196354	340	Apr, May-08
18-07-08		196377	340	Jun, Jul-08

Rent is increased from 1-8-1999 to Rs.198
And from 1-8-2004 to Rs.238
so from 1-8-1999 to 1-7-2004 i.e $60m \times 28(198-170) = 1680/-$
from 1-8-2004 to 30-6-2008 i.e $50m \times 68(238-170) = 3400/-$
Total Rent Receivable = $1680 + 3400 = 5080/-$



Y. S. R. MURTHY, Advocate

Off: 6-3-712/134, Punjagutta Colony,
Hyderabad – 82. Phone: 23408670

Res: B53F/4, Vijayanagar Colony,
Hyderabad – 57 Phone: 23347599

Reg. Post with Ack. Due.

Date: February 2003

To,
M/s. Shree Roadways Pvt. Ltd Rep. by Mr. Ravindera Kumar Dahima,
Office No: 303,
III Floor,
5-9-189/190, Methodist Complex,
Abids,
HYDERABAD.

On behalf of and under the instructions of my client M/s. Modi Builder Methodist Complex, represented by its Managing Partner, Mr. Soham Modi, C/o. 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad.

NOTICE

My client states that you are the tenant in office bearing No: 303 on the III floor in Methodist Complex, situated at 5-9-189/190, Methodist Complex, Abids Main Road, Hyderabad. Further my client states that you are liable to pay a monthly Rent of Rs. 340/- and monthly Maintenance charges of Rs. 1,218.50/-.

My client states that as per his records the total arrears of rent is Rs. 680/- (from Dec'02 to Jan'03) and also the total arrears of maintenance charges is Rs. 2,437/- (from Dec'02 to Jan'03), which is pending from you.

Now, I therefore call upon you to pay the total arrears of rent as well as the arrears of maintenance charges within a period of 7 days from the date of receipt of this notice. Otherwise, my client will be forced to initiate necessary legal action against you to recover the above mentioned arrears and you will be held responsible for all the costs and consequences rising thereof.

Yours faithfully,

(Y.S.R. MURTHY)

MBMC Alifiraj Engineers

1994 - 165 -

1995 - 165 - 1980

1996 - 165 - 1980

1997 - 165 - 1980

9860
4080

1998 - 165 825 1980 = 7920 for

1999 - 198 - 2376 x 11,880 -

2000 - 198

2001 - 198

2002 - 198

2003 - 198 990

2004 - 238 - 2856 x 5

2005 - 238

2006 - 238

2007 - 238

2008 - 238

2008 - 238 1190

Alifiraj

14,280 -

2009 - 286 - 3432 x 5 = 17,160

2010 - 286

2011 - 286

2012 - 286

2013 - 286 1430

17160
20,580

2014 - 343 - 4116 x 5 = 20,580

2015 - 343

2016 - 343

2017 - 343

2018 - 343

= 64,692

Total pay.

2019 - 412

2020 - 412

2021 - 412

1715 = TOTAL = 6150 for

Modi Builders Methodist Complex

5-4-187/3 & 4, II Floor,
Soham Mansion, M.G. Road,
Secunderabad - 500 003.

Nitiraj Engineering - Rent (303) Ledger Account

1-Apr-2012 to 20-Jan-2018

Page 1

Date	Particulars	Vch Type	Vch No.	Debit	Credit
17-5-2012	By IDBI Bank Current Account <i>Ch. No.:672018 being cheque received towards rent vide rcpt no 4055</i>	Bank Receipt	BR-1		340.00
18-7-2012	By IDBI Bank Current Account <i>Ch. No. :686871 Being cheque received towards rent</i>	Bank Receipt	BR-1		340.00
15-12-2012	By IDBI Bank O/D Account <i>Ch. No. :730903 towards rent received</i>	Bank Receipt	BR-3		340.00
15-2-2013	By IDBI Bank O/D Account <i>Ch. No. :748565 rent</i>	Bank Receipt	BR-1		340.00
					1,360.00
	To Closing Balance			1,360.00	
				1,360.00	1,360.00
1-4-2013	By Opening Balance				1,360.00
30-4-2013	By IDBI Bank O/D Account <i>Ch. No. :780106 rent received</i>	Bank Receipt	BR-3		340.00
21-7-2013	By IDBI Bank O/D Account <i>Ch. No. :470164 rent</i>	Bank Receipt	BR-3		340.00
16-9-2013	By IDBI Bank O/D Account <i>Ch. No. :805424 towards rent</i>	Bank Receipt	BR-2		340.00
4-10-2013	By IDBI Bank O/D Account <i>Ch. No. :000185 being chq received towards rent</i>	Bank Receipt	BR-2		340.00
2-12-2013	By IDBI Bank O/D Account <i>Ch. No. :000351 rent</i>	Bank Receipt	BR-1		340.00
24-2-2014	By IDBI Bank O/D Account <i>Ch. No. : being amount received towards rent</i>	Bank Receipt	BR-2		340.00
31-3-2014	By IDBI Bank O/D Account <i>Ch. No. : being amount transfered towards rent</i>	Bank Receipt	BR-2		340.00
					3,740.00
	To Closing Balance			3,740.00	
				3,740.00	3,740.00
1-4-2014	By Opening Balance				3,740.00
31-5-2014	By IDBI Bank O/D Account <i>Ch. No. : being amount credited towards rent</i>	Bank Receipt	BR-3		340.00
4-7-2014	By IDBI Bank O/D Account <i>Ch. No. : being amount transfered towards rent</i>	Bank Receipt	BR-5		340.00
6-9-2014	By IDBI Bank O/D Account <i>Being amount received towards rent</i>	Bank Receipt	BR-2		340.00
	Carried Over				4,760.00

continued ...

Modi Builders Methodist Complex

Nitiraj Engineering - Rent (303) Ledger Account : 1-Apr-2012 to 20-Jan-2018

Page 2

Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward				4,760.00
6-11-2014	By IDBI Bank O/D Account <i>Ch. No. : being rent received</i>	Bank Receipt	BR-1		340.00
5-1-2015	By IDBI Bank O/D Account <i>Ch. No. : being amount received towards rent</i>	Bank Receipt	BR-1		340.00
2-3-2015	By IDBI Bank O/D Account <i>Ch. No. : being amount received towards rent</i>	Bank Receipt	BR-1		340.00
					<u>5,780.00</u>
To	Closing Balance			5,780.00	
				<u>5,780.00</u>	<u>5,780.00</u>
1-4-2015	By Opening Balance				5,780.00
6-5-2015	By IDBI Bank O/D Account <i>Ch. No. : being amount received towards rent</i>	Bank Receipt	BR-1		340.00
2-7-2015	By IDBI Bank O/D Account <i>Ch. No. : being amount received towards rent</i>	Bank Receipt	BR-1		340.00
2-9-2015	By IDBI Bank O/D Account <i>Ch. No. : being amount received towards rent</i>	Bank Receipt	BR-1		340.00
3-11-2015	By IDBI Bank O/D Account <i>Ch. No. : being amount received towards rent</i>	Bank Receipt	BR-1		340.00
5-1-2016	By IDBI Bank O/D Account <i>NEFT Being rent for the month</i>	Bank Receipt	BR-1		340.00
3-3-2016	By IDBI Bank O/D Account <i>NEFT Being rent for the month</i>	Bank Receipt	BR-1		340.00
					<u>7,820.00</u>
To	Closing Balance			7,820.00	
				<u>7,820.00</u>	<u>7,820.00</u>
1-4-2016	By Opening Balance				7,820.00
6-5-2016	By IDBI Bank O/D Account <i>NEFT Being rent for the month</i>	Bank Receipt	BR-1		340.00
6-7-2016	By IDBI Bank O/D Account <i>NEFT Being rent for the month</i>	Bank Receipt	BR-1		340.00
7-9-2016	By IDBI Bank O/D Account <i>Ch. No. :</i>	Bank Receipt	BR-1		340.00
3-1-2017	By IDBI Bank O/D Account <i>Ch. No. :NEFT Being amount received from Nitiraj towards rent</i>	Bank Receipt	BR-1		340.00
4-3-2017	By IDBI Bank O/D Account <i>Ch. No. :NEFT Being amount received from Nitiraj towards rent</i>	Bank Receipt	BR-1		340.00
					<u>9,520.00</u>
To	Closing Balance			9,520.00	
				<u>9,520.00</u>	<u>9,520.00</u>

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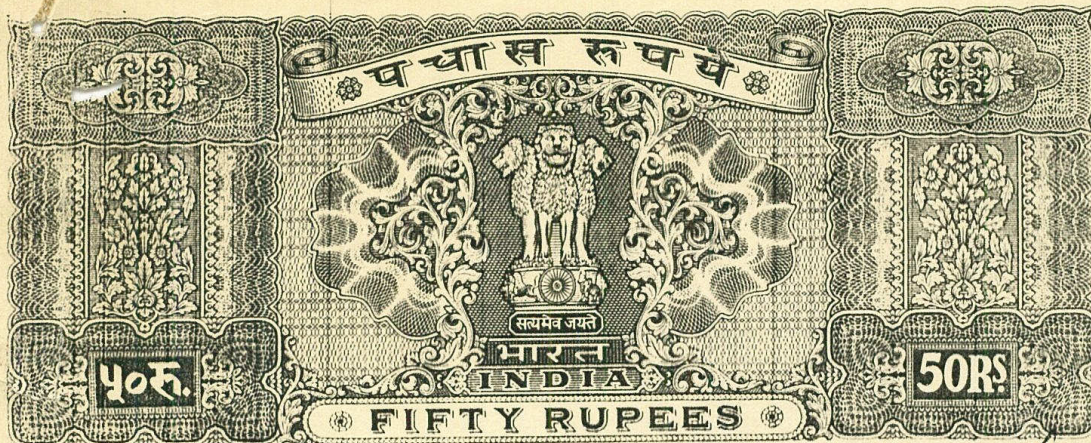
Modi Builders Methodist Complex

Page 3

Nitiraj Engineering - Rent (303) Ledger Account : 1-Apr-2012 to 20-Jan-2018

Date	Particulars	Vch Type	Vch No.	Debit	Credit
1-4-2017	By Opening Balance				9,520.00
5-5-2017	By IDBI Bank O/D Account Ch. No. :NEFT Being amount received from Nitiraj towards rent	Bank Receipt	BR-2		340.00
					9,860.00
To	Closing Balance			9,860.00	
				9,860.00	9,860.00

50 Rs.



7285 13.7.94 50-

V. K. Kumar & Co. for Modi Enterprises
LEASE AGREEMENT

STAMPED
14/7/1994
CIVIL COURT

This agreement is executed on this the 14 th day of July, 1994, at Hyderabad by and between :

MODI ENTERPRISES (owned by MODI BUILDERS METHODIST COMPLEX a partnership firm, having its office at 1-10-72/2/3, Begumpet, Hyderabad and represented by its partners Shri Satish Modi aged 49 years, s/o Late Shri Manilal Modi and Shri Suresh Bajaj aged 37 years, s/o Late Shri Parmanand Bajaj.

hereafter referred to as the LESSOR of the First Part.

AND

Shree Roadways Pvt. Ltd. having its registered office at 17, Ganesh Chandra Avenue, 6th floor, Calcutta 700013 represented by Mr. Ravindra Kumar Dahima aged 55 years, s/o Shri Banarsilal Dahima, r/o. 49 Czech colony, Sanathnagar, Hyderabad - 500018

hereafter referred to as the LESSEE of the Second Part.

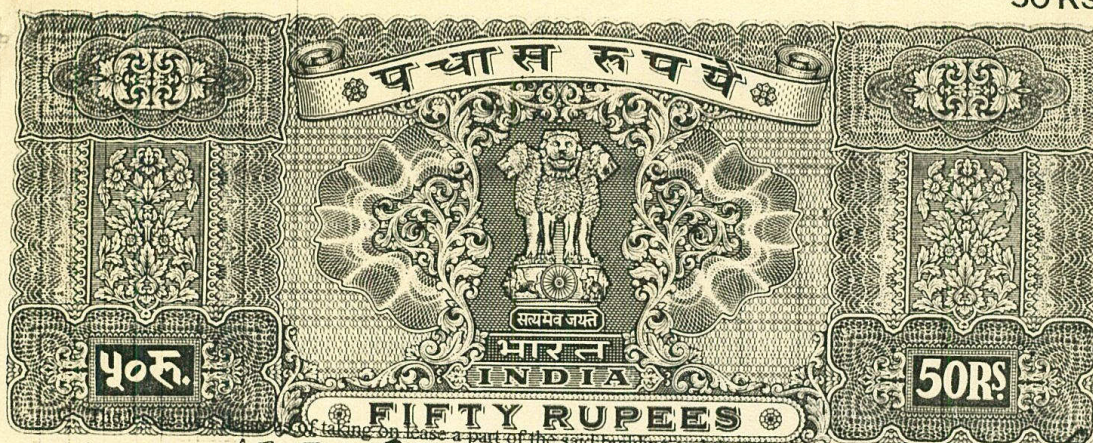
This expressions LESSOR and LESSEE shall, unless repugnant to the context, include their respective heirs, legal representatives, successors and assignees.

WHEREAS

A. The LESSOR is the sole tenant of a building complex bearing the name **METHODIST COMPLEX** (the said building) situated at 5-9-189/90, Chirag Ali Lane, Abids, Hyderabad having got its rights of tenancy under an agreement, registered as document No. 686/90 on 19/4/1988, with the registrar of Hyderabad, from the Methodist Church in India, (Owners) the owners of the land on which the building is constructed.

B. Under the said agreement, the lessor has the right to transfer its rights of tenancy in the whole or any part of the building to any persons of their choice on such terms and conditions as it may deem fit and proper without requiring the giving of a notice to the owners or taking their permission to do so.

Satish Modi
SBUA - 1625/H
8408:303
14/7/94



so for consideration and on the following terms and conditions;

WITNESSETH:

Shop No. 28, Grand floor

STAMP VENDOR

C.No. 8/71-GEN. 13/93

HTY CIVIL COURT BEUNAF

1. The lessor has leased out and the lessee has taken on lease the premises bearing 5-9-189 / 19, Methodist Complex, office no. 8, on the Third Floor in the said building admeasuring about 1625 Sq. ft., of super built up area, and described in detail in the schedule hereto, hereafter referred to as the leased premises.

2. The lease shall commence from 15 Aug 1998 1st August, 1994.

3. The lessee shall pay to the lessor throughout the lease period by way of consideration of the lease an amount of Rs. 165/- (Rupees One hundred only) per month for the leased premises.

4. The lease shall be for a period of five years renewable at the option of the lessee every five years at an increase in rent of 20% on the then existing rent, other terms remaining unaltered. In case the lessee does not intimate his decision to terminate this contract in writing six months before the expiry of the said period, the lease shall be deemed to have been automatically renewed at the terms and conditions mentioned herein.

5. The lessee shall make with the lessor a total security deposit of Rs. 11,00,000/- 5,28,300/- (Rupees Five lakhs twenty eight thousand three hundred only) as follows.

Draft No. 371480 dated 11-7-94, amounting Rs. 50,000/- (Rs. fifty thousand only), drawn on ANZ Grindlays Bank, Hyderabad, received today by the lessor. A balance amount of Rs. 4,78,300. (Rs. four lakhs seventy eight thousand and three hundred only.) will be paid, by the lessee, on or before 31-07-94 or

Satish Mehta

Rs 6 lakhs on or before 15 Aug 1998

Rs 5 lakhs on or before 15 Dec 1998.

at the time of handing over the premises duly completed whichever is earlier, by way of Demand Draft, to be acknowledged by the lessor.

This deposit shall not carry any interest under any circumstances whatsoever. This deposit may be retained by the lessor and shall be refunded without any interest or accretion whatsoever to the lessee on the termination of this lease and on the lessee delivering to the lessor or its nominee(s) vacant possession of the leased premises in its original state and in no other circumstances. This clause is to be construed strictly.

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6. The lessee shall use the premises for lawful commercial purposes only.

7. Besides the above mentioned rent payable by the lessee shall be liable to bear and pay all taxes, cess, fees, charges consequential and all other amounts that may be raised, levied, paid or payable to the Municipal Corporation of Hyderabad, or any other body, authority, government, semi-government or otherwise. The same shall be paid directly to the Corporation etc., or to the lessor, if it so desires, who shall pay the consolidated sums to the Corporation etc., in respect of the leased premises only.

8. The lease amount shall be paid by the lessee before the fifth day of each calendar month in advance to the lessor or his authorised agent.

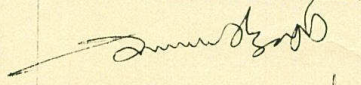
9. The lessee shall permit the lessor and/or his agents to enter upon the property for inspection and examination of the state and condition thereof.

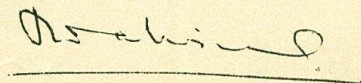
10. The lessee shall be liable to keep the property in proper state and condition and shall not have any right to alter or amend the present structures, shape and condition of the property in a manner that may adversely effect the construction of the entire building or other occupiers of the said building, but is entitled to make such additions or alterations or flooring which do not alter or amend the present structures, shape and condition of the property in a manner that may adversely effect the construction of the entire building or other occupiers of the said building.

11. The lessee shall be liable to bear and pay the following :

a) Repairs to the property, b) license and other fees, c) Electricity charges, d) proportionate cost of all electrical installations like transformer, meters, generators, panel boards etc. @ Rs. 28/- Sft., of super built up area e) proportionate insurance charges for the insurance of the building, f) maintenance charges @ Rs. 0.50 per Sft., of built up area in advance per month (subject to increase from time to time). In case the above cited payments are delayed the lessee shall be liable to pay interest at the rate of 30% per annum on all such delayed payments.

12. In the event of the LESSEE committing default in any payment or committing a breach or breaches of any other terms and conditions, the LESSOR shall send a reminder to the LESSEE to rectify the default


Suresh


Anand

within 15 days, failing which the LESSOR shall be entitled to terminate the lease by giving 15 days notice to the LESSEE whether such non-payment or breaches take place within the agreed period of lease or otherwise.

13. The lessee shall pay all stamp duty, registration charges and other charges, expenses etc., that may be incurred, if any with respect to this agreement and also such other deeds and documents that may have to be executed, or other acts and things that may have to be done in future in this regard.

14. The lessee shall not do any business connected with liquor, or serve liquor, on the premises.

15. The lessee shall be entitled to put up name boards relating to their business or profession only at the spaces designated by the lessor for these purposes and shall not put any sign boards on the exterior of the building.

16. The lessee shall be entitled to use the common services of the building including the lifts, staircases. The lessee shall be liable to maintain the common areas in good and decent condition, not to throw dirt or refuse therein and help maintain the building in good working atmosphere.

17. Subject to the fulfillment of all their obligations stated herein the, lessee shall be entitled to assign, transfer, sub-let, and/or give on leave and license (including succession on death), their rights stated herein, on such terms and conditions as they deem fit to any person, so however that such transferee shall also be bound by the terms and conditions hereof. For doing this, no further consent of the lessor or the owners shall be needed.

18. The transferees/assignees of the lessee as mentioned above shall have the same rights and obligations as the lessee has mentioned herein.

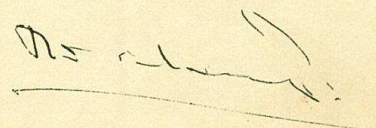
19. The lessor shall have the right to carry on further construction on or in the said building as also any extension or annex thereto as and when they so desire and the lessee shall not object or create hindrance and shall extend all co-operation to the lessor thereof.

20. This agreement shall be subject to the jurisdiction of the courts at Hyderabad only.

21. If the lessee has fulfilled all his obligations stated herein, and continues to do so in future, the lessor shall not terminate the lease.

22. In the event of cancellation of the tenancy agreement between the owners and the Lessor, the Lessee performing his obligations stated herein, this agreement shall continue to be in force and the Lessee shall have the right to enjoy the premises they have contracted and in such an event, their obligations will be towards the Church, the Landlord/Owner.


Sathish



SCHEDULE OF THE PROPERTY

8/10/28 6/28
All that Office No. 3, on the Third Floor in the METHODIST COMPLEX, bearing M.C.H. No 5-9- 189/190,
Abids, Hyderabad admeasuring about 1625 Sq. ft., of super built up area and bounded by :-

NORTH Driveway

SOUTH Chiragali Lane

EAST Abid Road

WEST Office No. 4

WITNESSES

1. Sowath Mohi s/o SATISH MOOI
1-10-72/2/3 Begumpet
Hyderabad. 500016.

2. H. Srinivas K.
S/o. Mr. R. K. DAHIMA.
A/c. 7-1-77/2/A
D.K. ROAD.
AMERPET
HYD-16

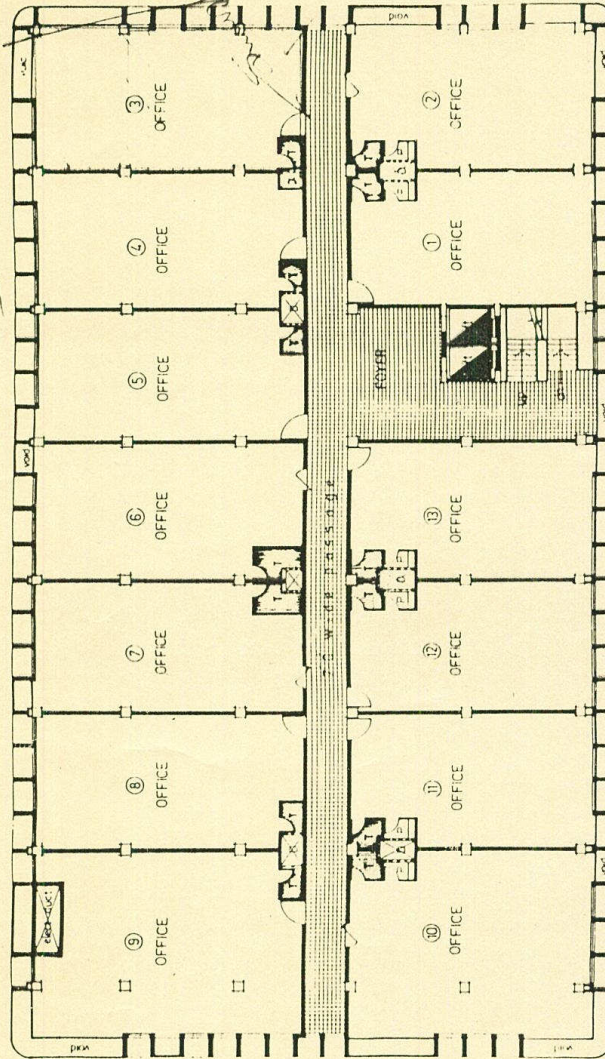
LESSOR

1. [Signature]
2. [Signature]

LESSEE

1. [Signature]

III



NOTE: drawing & details are subject to change

- sizes mentioned are built-up and not carpet sizes
- areas mentioned are built-up areas and not carpet area
- 1-bed P. party Duct

Office Area : 1100 Sq.ft - 1800 Sq.ft..