

s. No. 129.8. Date 18 140.2003999 Complex

L. G. Clieres

LEELA G CHIMALGI

STOMP VENDOR 5-4-76, A. Cellular Opp: TVS Show Room,

Runiguaj, 333 3.40 - 3.

LEASE AGREEMENT

This Lease Deed is executed on this the 23rd August 1999, at Hyderabad, A.P., by and between M/s. Modi Enterprises (Wholly owned by Modi Builders Methodist Complex) a partnership firm, having its office at 5-4-187/ 3 & 4, M.G.Road, Secunderabad and represented by its partners Shri SATISH MODI and Shri SURESH BAJAJ, hereinafter referred to as the "LESSOR", which expression, unless repugnant to the context, shall mean and include their successors, in interest, legal representatives assigns nominees etc.,

AND

M/s. LCC Infotech Ltd, represented by its Managing Director Sri Suresh Chandra Lakôtia, having its office at P-16, CIT Road, Calcutta - 700 014.

hereinafter referred to as the "LESSEE", which expression, shall unless repugnant to the context, include its legal representatives, successors and assigns etc.,

WHEREAS the Lessor is the sole tenant of a building complex bearing the name METHODIST COMPLEX (the said building situated at 5-9-189/190, Chirag Ali Lane, Abids, Hyderabad having got its rights of tenancy under an Agreement, Registered as Document No. 686/90 on 25/3/88 with the Registrar of Hyderabad, from Methodist Church in India, (Owners) the Owners of the land on which the building is constructed.

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WHEREAS 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 person 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.

WHEREAS the Lessee was desirous of taking on lease a part of the said building on the third floor bearing, office. No. 9 and the Lessor hereto agrees to do so for consideration and on the following terms and conditions;

THIS LEASE DEED THEREFORE WITNESSETH

- 1. The Lessor shall lease out and the Lessee shall take on lease the premises bearing office No. 9 on the third floor in the said building admeasuring about 2470 sft., of super built up area and described in more detail in the schedule hereto, hereafter referred to as the LEASED PREMISES.
- 2. The Lease shall commence from 23rd August 1999.
- 3. The Lessee shall pay to the Lessor Rs. 22,385/- (Rupees Twenty Two Thousand Three Hundred and Eighty Five Only) as rent for the premises and also for the provision of general amenities like electricity supply arrangements, common sanitary arrangements, common water storage and common water supply arrangements. The lease rent for the premises and common facilities will be paid in advance on or before the 1st day of every calendar month.
- 4. The Lease shall be for a total period of 36 months. The Lessee shall increase the monthly rent by 10% on the then existing amount on the expiry of every 11 months, other terms remaining unaltered. After the expiry of the total lease period of 36 months, the Lease shall be renewed on mutually decided terms. In case the Lessor and Lessee fail to mutually agree on any terms and conditions within one month of expiry of the said lease period, i.e., 36 months, the Lessee shall handover vacant possession of the said premises, immediately and peacefully, to the Lessor.
- 5. The Lessee shall make a security deposit totalling to a sum of Rs. 1,10,000/- (Rupees One Lakh Ten Thousand Only) with the Lessor within 15 days of signing of this agreement. The above cited deposit of Rs. 1,10,000/- (Rupees One Lakh Ten Thousand Only) shall not carry any interest under any circumstances. This deposit may be retained by the Lessor and shall be refunded on the termination of this lease after adjusting any dues and on the Lessee delivering to the Lessor or its nominee vacant possession of the said premises in its original state and in no other circumstances. This clause is to be construed strictly.

6. On the determination of the lease the Lessee shall deliver vacant possession of the tenanted premises as also the structures, if any, erected by the Lessee without claiming any compensation or value thereof from the Lessors.

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- 7. The Lessee shall use the premises for carrying out any business they like and may also use the premises for office, storage (but not as godown) trading activity but not for any illegal activity.
- 8. If the Lessee fails to make payment as above or delays making payment, the Lessor shall have the right to terminate this agreement after giving 30 days notice to the Lessee and/or charge interest at the rate of 24% per annum on the amounts not paid or delayed. Time shall be essence of contract for these purposes.
- 9. Besides the above mentioned rent payable the Lessee shall be liable to bear and pay all taxes, cess, fees, charges consequential and other amounts that may be raised, levied paid or payable to the Municipal Corporation of Hyderabad or any other body, authority, government, semi government etc., or otherwise. In case any of the above charges are levied on the entire building the Lessee shall bear proportionate share as per the area of the tenanted premises as intimated by the Lessor. 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.,
- 10. The Lessee shall permit the Lessor and or his agents to enter upon the property for inspection and examination of the state and conditions thereof on any day at any time.
- 11. The Lessee shall be liable to undertake routine repairs and maintenance including white-washing and colouring in respect of the leased premises, if he so requires.
- 12. 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, state and condition of the property in a manner that may adversely affect the construction of the entire building or that may cause nuisance to the Owners or other occupiers of the said building.
- 13. The Lessee shall be liable to bear and pay the following:
- a) Licence and other fees.

b) Electricity charges consumed in the tenanted premises.

- c) Maintenance charges @ Rs. 0.75 per sq.ft of super built up area, subject to increase from time to time as intimated by the Lessor.
- 14. The Lessee shall pay all stamp duty, registration charges and other charges expenses etc., if any, that may be incurred 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.

15. The Lessee shall not indulge in any business connected with liquor, or serve liquor, on the premises.

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- 16. The Lessee shall be entitled to put up the name boards relating to their business only at the spaces designated by the Lessor for these purposes and shall not put any sign boards on the exterior of the building without acquiring permission, in writing, from the Lessor. The Lessee has absolute right to exhibit or advertise regarding his name, and/or business activities within the tenanted premises only.
- 17. The Lessee shall be entitled to use the common services of the building including the lift and staircase. 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.
- 18. The Lessee shall not be entitled to assign, transfer sublet, and/or give on leave and licence or part with the possession of the said premises to any third party, including any sister concerns.
- 19. The Lessor shall have the right to carry on further construction on or in the said building and also any extension or annex thereto as and when they so desire and the Lessee shall not object or create hindrance and shall extend full co-operation to the Lessor thereof.
- 20. In the event of the Lessee committing default in payment of any month or breach or breaches of any other terms and conditions the Lessor shall be entitled to determine the Lease by giving 30 days notice to the Lessee whether such non-payment or breaches take place within the agreed period of lease or thereafter.

21. Any notice given to the Lessee for the determination of the lease shall be sufficient if the same is addressed to the Lessee by registered post to the address of the Lessee mentioned herein, irrespective to whether such notice is returned unserved with the endorsement addresses refused, addressee not found and the like.

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SCHEDULE

All that piece of property bearing office no. 9 on the third floor in METHODIST COMPLEX, Abids Road, Hyderabad, admeasuring app. 2470 sft. of super built up area and bounded by:

NORTH:	Facing Lenanie Estate	
SOUTH:	Common Passage/Office No. 10	
EAST:	Office No. 8/Office No. 10	
WEST:	Facing Brindavan Complex	

IN WITNESS WHEREOF the Lessee and the Lessor have executed this Lease Deed in presence of the witnesses named below.

WITNESSES

1.

2.

Mukind Baher)

LESSOR

2. That Mod MOD!

LESSEE