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AY 207522

SI.No. 7844

Dt: 28-5-2013 Rs.100/-

Sold to: MAHENDER

MARENDE

S/o. MALLESH

33.54

3.45

98.0Kg

100

For Whom: MODI VENTURES

A.DINESH

Licensed Stamp Vendor LIC.No. 15-07-041/2007 REN.No.15-07-015/2013 H.No.7-65/3, Shankar Nagar, Peerjadiguda(V), Ghatkesar(M) R.R.Dist: PIN:500 039.

LEASE AGREEMENT

This Lease Agreement executed at Secunderabad on this the 11th August, 2013 by and between:

M/s. Gulmohar Gardens Owners Association, having its office at Sy. No. 93, 94, 95, Mallapur, Habsiguda, Hyderabad – 500 076, represented by its Treasurer, Mr. Soham Modi, S/o. Satish Modi, aged about 40 years hereinafter referred to as the **LESSOR**, (which term shall mean and include whenever the context may so require his successor-in-interest).

AND

Mrs. Nutan Kumari, W/o. Mr. aged about 60 years, R/o. Flat No 407, Gulmohar Annexe, Mallapur, Hyderabad - 76. Herein after referred to as the LESSEE (which term shall mean and include whenever the context may so require its successors-in-interest).

A. WHEREAS the LESSOR is a Association run by the founding members elected representatives of the owners and residents of flats (members of the Association) in the project known as Gulmohar Gardens situated at Sy. No. 93 to 95, Mallapur, Habsiguda, Hyderabad – 500062. The Association is a non-profit body created with the sole purpose to provide and maintain amenities and services for the benefit of its members. A clubhouse with several amenities including a space for cafeteria forming a part of entire residential complex is made for the enjoyment of its members.

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- B. The Association and its members are desirous of giving on lease the cafeteria in the clubhouse to such a Lessee who is willing to establish and run a cafeteria with the snack counter providing bakery items tea, coffee, cooldrinks, ice creams etc for the residents of the Gulmohar Gardens. Operating hours of the cafeteria should be reasonable and convenient to the members of the Association.
- C. WHEREAS the LESSOR is absolutely authorized to give on lease or license the cafeteria premises situated on the ground floor, of the clubhouse in the residential project known as Gulmohar Gardens situated at Sy. No. 93, 94, 95, Mallapur, Habsiguda, Hyderabad 500 076, having a super-built area of about 400 sft. The LESSEE has requested the LESSOR to grant on lease the cafeteria and the LESSOR agreed to give on lease on the terms and conditions specified as hereunder:
- D. Know all men by these presents that in pursuance of the rent hereby reserved and the covenants agreed specified hereunder the LESSOR doth hereby grant and the LESSEE doth hereby taken on lease the cafeteria situated on the ground floor, of the clubhouse in the residential project known as Gulmohar Gardens situated at Sy. No. 93, 94, 95, Mallapur, Habsiguda, Hyderabad 500 076, having a super-built area of about 400 sft more particularly described at the foot of this document, on the following terms and conditions.

THIS LEASE AGREEMENT THEREFORE WITNESSETH AS FOLLOWS:

1. The LESSEE shall pay a rent as per the details given below per month exclusive of water & electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder.

Sl. No.	Period	Rent
1.	11 th Aug 13 to 10 th Aug 14	Rs.500
2	11 th Aug 14 to 10 th Aug 15	Rs.1000
3.	11 th Aug 15 to 10 th Aug 16	Rs.1500

- 2. The lease shall be for a period of three years commencing from 11th Aug 2013. This agreement of lease between the said LESSOR and the said LESSEE can be terminated by the LESSEE with an advance notice of three months.
- 3. The LESSEE agrees to keep the cafeteria and snack counter operational for at least 8 hours a day and 6 days a week. Failure to keep the cafeteria and snack counter operational for a period of more than 7 days shall be deemed to be a breach of this agreement.
- 4. The LESSOR shall be authorized to terminate the lease with an advance notice of 15 days in case of breach of any terms contained in this agreement.
- 5. The LESSOR and the LESSEE hereby undertake to execute a regular lease deed as and when called upon by either of the parties to do so at any time during the currency of the lease agreement.

6. 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.

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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 every month in advance to the LESSOR.
- 2. The LESSEE shall pay and bear the water & electricity consumption charges including any additional consumption deposit that may be levied from time to time, apart from the rent.
- 3. The LESSEE shall keep the demised portion in a neat and habitable condition.
- 4. The LESSEE shall carry out all minor repairs and regular maintenance by way of colour wash etc, at its own cost.
- 5. The LESSEE shall utilize the demised portion for cafeteria and snacks counter as specified above and shall not utilize the said portion for residence/office or any other illegal activity.
- 6. The LESSEE shall not sub-let any portion of the premises or transfer the rights under the lease in favour of anyone.
- 7. The LESSEE shall permit the LESSOR or anyone authorised by it to inspect the demised portion at all reasonable hours of the day.
- 8. The LESSEE shall be liable to pay all taxes, levies, charges like VAT, service tax, etc., that are payable or shall become payable to any government or statutorily authority from time to time as applicable
- 9. The LESSEE shall return all the furniture, fixtures, fittings, equipment, etc., provided by the LESSOR in the lease premises in reasonable condition and in working order, subject to wear and tear, upon termination or expiry of this lease. A list of items provided by the lessor in the leased premises is given in annexure A attached herein.

THE LESSOR HEREBY COVENANTS AS UNDER:-

- 1. The LESSOR shall pay the property taxes pertaining to the leased premises.
- 2. The LESSOR agrees not to cause any hindrance to the LESSEE in the enjoyment of the demised portion provided the LESSEE observes all the covenants without defaults as specified above.
- 3. The LESSOR agrees 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 consisting of cafeteria situated on the ground floor, of the clubhouse in the residential project known as Gulmohar Gardens having its office at Sy. No. 93, 94, 95, Mallapur, Habsiguda, Hyderabad – 500 076, having a super-built area of about 400 sft bounded by

East By

: Road

North By

: Open to sky

West By

: Open to sky

South

: Door

In witness whereof the LESSEE and the LESSOR have signed these presents on the date and at the place mentioned above.

LESSEE

WITNESSES:

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ANNEXURE-A

S.No	Furniture Quantity		
1. 2.	Fan's Dining Table	5No's	
	(3 dia table with Red top & Black powder round base (single p	3No's pole)	
3.	Chair's (Imported cafeteria chair in Red colour)	12No's	
4.	Freezer (Model: RVC230, capacity: 252cans of 330ml, S.No: S-RVC230-12-10- 3933.)	1No's	
5.	Freezer (Model: FR-425GTcapacity: 425 Liters S.No: FR423GT12-07-10805)	1No's	
6.	Cooler	1No's	
7.	Hot & Cool Display: Oven	1No's	

Following items to be sold

- Cool drinks.
 Bakery items (Sandwich, Biscuits, ButterMilk, Pastries, Lassi)
 Tea/Coffee.
- 4. Ice creams.
- 5. Cookies.
- 6. Chips.
- 7. Chocolates.

p. s. Mithaudalerhi