

ఆంధ్ర ప్రవేశ్ आंध्र प्रदेश ANDHRA PRADESH 622037 LEELA G. CHIMALGI 8/0 Syed mohammed
For Whom Sell Sec-1947 STAMP VENDOR L. No: 13/97, R. No: 1/2003 5-4-76/A Cellar, Ranigunj SECUNDERABAD - 500 003

# **LEASE AGREEMENT**

This LEASE AGREEMENT is made and executed at Secunderabad, on this the 1st day of November, 2004 by and between:

- 1. MR. SYED MEHDI, S/o. MR. SYED MOHAMMED, aged about 46 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad – 500 020.
- 2. MRS. RAZIA BANO, W/o. 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);

### AND

- 1. MR. NAYAZ NOOR, S/o. DR. NOOR MOHAMMED, aged about 46 years, resident of Flat No. 301, Sapthagiri Apartments, Phase IV, Padmarao Nagar, Secunderabad – 500 025.
- 2. MRS. SUCHITRA REDDY, W/o MR. NAYAZ NOOR, aged about 41 years, resident of Flat No. 301, Sapthagiri Apartments, Phase IV, Padmarao Nagar, Secunderabad – 500 025, Hereinafter referred to as the "LESSEES" (which term shall mean and include whenever the context may so require its successors-in-interest);

John Have.

Page 1 of 4

WHEREAS the LESSORS are the absolute owners of the duplex bungalow known as Furqan Villa, consisting of 4 bedrooms, drawing, dinning, kitchen and servants quarter, situated at Plot No. 141, forming a part of Survey No. 74/3, admeasuring about 2,250 sft. Of built-up area on 233 sq. yds. Of land, at Ravi Co-operative Housing Society, Marredpally, Secunderabad, hereinafter referred to as the said bungalow and more particularly described at the foot of this document.

The LESSEES has requested the LESSORS to grant on lease the above said bungalow and the LESSORS agreed to give on lease on the terms and conditions specified as hereunder.

WHEREAS the LESSORS have entered into a property management agreement dated 2<sup>nd</sup> March 2004 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 2<sup>nd</sup> March 2004 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 LESSEES doth hereby taken on lease the said bungalow on the following terms and conditions: -

1) The LESSEES shall pay a rent of Rs. 7,000/- (Rupees Seven Thousand 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. 3,500/-Rent payable to LESSOR No. 2 - Rs. 3,500/-

2) The LESSEES shall pay an amount of Rs. 49,500/- (Rupees Forty Nine Thousand Five Hundred Only) as Security Deposit as per the details given below, which shall be refunded by the LESSORS to the LESSEES at the time of vacating and satisfactory handing over of the premises. The LESSEES shall not be entitled to any interest on the Security Deposit lying with the LESSORS.

Deposit payable to LESSOR No. 1 on the date of signing this agreement –Rs. 24,750/-Deposit payable to LESSOR No. 2 on the date of signing this agreement –Rs. 24,750/-

- 3) The lease shall be for a period of 2 years, commencing from 15<sup>th</sup> November 2004. This agreement of lease between the said LESSORS and the said LESSEES can be terminated with an advance notice in writing of three months.
- 4) The LESSORS and the LESSEES 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 LESSEES in full.

2. The Mul

Duly

Page 2 of 4

### THE LESSEES HEREBY COVENANTS AS UNDER:

- 1) The LESSEES shall pay the rent regularly per each month on or before the 7<sup>th</sup> day of the succeeding month to the LESSORS. The LESSEES 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.
- 2) The LESSEES shall pay and bear the water consumption charges.
- 3) The LESSEES shall keep the demised portion in a neat and habitable condition.
- 4) The LESSEES shall carryout all minor repairs and regular maintenance by way of colour wash etc., at its own cost.
- 5) The LESSEES shall utilize the demised portion for his residence, but shall not use the said portion for any illegal activity.
- 6) The LESSEES shall not sub-let any portion of the premises or transfer the rights under this Lease in favour of anyone.
- 7) The LESSEES shall enhance the rent by 6% compound at the end of every year.
- 8) The LESSES shall permit the LESSORS 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 LESSEES in the enjoyment of the demised portion provided the LESSEES 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 LESSEES to remove the electrical fittings, false ceiling, air conditioning and any other such system that the LESSEES 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 the duplex bungalow known as Furqan Villa, consisting of 4 bedrooms, drawing, dinning, kitchen and servants quarter, situated at Plot No. 141, forming a part of Survey No. 74/3, admeasuring about 2,250 sft. of built-up area on 233 sq. yds. of land, at Ravi Co-operative Housing Society, Marredpally, Secunderabad, bounded by:

NORTH by	: Plot No. 142
SOUTH by	: Road
WEST by	: Plot No. 140
EAST by	: Open Land

1. Mul

2. My Mul

Page 3 of 1

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

**WITNESSES:** 

1.

For LESSOR No. 1.

2.

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

For LESSOR No. 2.

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

LESSEE NO. 1

LESSEE NO. 2



ఆంధ్ర ప్రవేశ్ आंध्र प्रदेश ANDHRA PRADESH

For Whola

LEELA G. CHIMALGI STAMP VENDOR

L. No: 13,97 ft No: 1/2003 6-4-76/A Cellar, Ranigunj SECUNDERABAD - 500 003. A639

03AA 622039

**GENERAL AMENITIES AGREEMENT** 

This General Amenities Agreement is made & executed at Secunderabad on this the 1<sup>st</sup> day of November, 2004 by and between:

- 1. **MR. SYED MEHDI**, S/o. MR. SYED MOHAMMED, aged about 46 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad 500 020.
- 2. MRS. RAZIA BANO, W/o. 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 "OWNERS" and severally as OWNER NO. 1 & OWNER NO. 2 respectively (which term shall mean and include whenever the context may so require its successors-in-interest);

### **AND**

- 1. Mr. NAYAZ NOOR, S/o. DR. NOOR MOHAMMED, aged about 46 years, resident of Flat No. 301, Sapthagiri Apartments, Phase IV, Padmarao Nagar, Secunderabad 500 025.
- 2. Mrs. SUCHITRA REDDY, W/o. Mr. NAYAZ NOOR, aged about 41 years, resident of Flat No. 301, Sapthagiri Apartments, Phase IV, Padmarao Nagar, Secunderabad 500 025,

Herein after referred to as the HIREES (which term shall mean and include whenever the context may so require its successors-in-interest).

1. The Mul.

Dull she

Page 1 of 3

## WITNESSETH

The HIREES has obtained on lease vide Lease Agreement dated 1st November 2004 the duplex bungalow known as Furqan Villa, consisting of 4 bedrooms, drawing, dinning, kitchen and servants quarter, situated at Plot No. 141, forming a part of Survey No. 74/3, admeasuring about 2,250 sft. of built-up area on 233 sq. yds. of land, at Ravi Co-operative Housing Society, Marredpally, Secunderabad from the OWNERS. At the request of the HIREES, the OWNERS have agreed to provide amenities to the HIREES more fully described in the schedule. The HIREES has agreed to pay amenities charges for the said amenities apart from the rent payable to the **OWNERS**.

WHEREAS the OWNERS have entered into a property management agreement dated 2<sup>nd</sup> March 2004 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 OWNERS 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 2<sup>nd</sup> March 2004 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc.

# **NOW THIS DEED WITNESSETH AS UNDER**

1. The HIREES shall pay amenities charges of Rs. 9,500/- (Rupees Nine Thousand Five Hundred Only) per month apart from and along with the rent payable, subject to the clause pertaining to the enhancement of the amenities charges given hereunder as per the following details:

Amenities Charges payable to OWNER NO. 1 - Rs. 4,090/-Amenities Charges payable to OWNER NO. 2. - Rs. 4,090/-Service Charges payable to Modi Properties & Investments Pvt. Ltd., - Rs. 1,320/-

- 2. The HIREES shall enhance the amenity charges by 6% at the end of every year on the then existing amenity charges.
- 3. The HIREES shall pay the amenities charges for each month on or before the 7<sup>th</sup> day of the succeeding month to the OWNER.
- 4. The HIREES shall not be entitled to surrender the usage of amenities as long as the tenancy is subsisting.
- 5. Any default in the payment of amenity charges shall be deemed to be a breach of the covenants of tenancy and the OWNERS shall be entitled to determine the lease and the **HIREES** shall give vacant possession of the tenancy.
- 6. The **HIREES** agrees to maintain the bungalow at his own cost.

## **PARTICULARS OF AMENITIES**

- 1. Provision of fans, tube light & geyser.
- 2. Provision of windows and doors.
- 3. Provision of toilets.
- 4. Provision of electric power connection.
- 5. Provision of one car parking.
- 6. Provision of Kitchen Furniture.

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

WITNESSES:

1.

2.

For OWNER No. 1.

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

For OWNER No. 2.

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

HIREE NO. 1

HIREE NO. 2