

आन्ध्र प्रैदेश ANDHRA PRADESH

E. SRINIVAS 6.V.L. No. 26/98, R.No. 39/200. City Civil Court, SECUNDERABAD

**LEASE AGREEMENT** 

This LEASE AGREEMENT is made and executed at Secunderabad, on this the 11<sup>th</sup> day of July, 2006 by and between:

- 1. MR. SYED MEHDI, S/O. MR. SYED MOHAMMED, aged about 48 years, resident of \$\frac{1}{4}\$-5-16/2/1, Musheerabad, Hyderabad 500 020,
- 2. MRS. RAZIA BANO, W/O. MR. SYED MEHDI, aged about 38 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, 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

MRS. PRIYA KAPUR, D/O. MR.VIJAY KAPUR, aged about 38 years, resident of C-111, Defense Colony, First Floor, New Delhi – 24, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

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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. The LESSEE 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 convenants agreed specified hereunder the **LESSOR** doth hereby grant and the **LESSEE** doth hereby taken on lease 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 more particularly described at the foot of this document, on the following terms and conditions.

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 LESSEE doth hereby taken on lease 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, more particularly described at the foot of this document, on the following terms and conditions: -

1) The LESSEE shall pay a rent of Rs. 10,000/- (Rupees Ten 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. 5,000/-Rent payable to LESSOR No. 2 - Rs. 5,000/-

2) The LESSEE shall pay an amount of **Rs. 60,000/- (Rupees Sixty Thousand 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 LESSEE shall not be entitled to any interest on the Security Deposit lying with the LESSORS.

Deposit payable to LESSOR No. 1 - Rs. 30,000/-Deposit payable to LESSOR No. 2 - Rs. 30,000/-

3) The lease shall be for a period of 3 years, commencing from 9<sup>th</sup> July 2006. This agreement of lease between the said LESSORS and the said LESSEE can be terminated with an advance notice in writing of three months.

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- 4) The LESSORS and the LESSEE 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.

## THE LESSEES HEREBY COVENANTS AS UNDER:

- 1) The LESSEE shall pay the rent regularly per each month on or before the 7<sup>th</sup> day of the succeeding month to the LESSORS.
- 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 carryout 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 his residence, but shall not use the said portion for any illegal activity.
- 6) The LESSEE shall not sub-let any portion of the premises or transfer the rights under this Lease in favour of anyone.
- 7) The LESSEE shall enhance the rent by 6% compound at the end of every year.
- 8) The LESSEE 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 LESSOR shall pay the property taxes pertaining to the leased premises.
- 2. The LESSORS agree not to cause any hindrance to the LESSEES in the enjoyment of the demised portion provided the LESSEE observes all the covenants without default as specified above.
- 3. The LESSORS agree 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.

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## 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	

IN WITNESS WHEREOF, the LESSEE 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'



SITE STANDHRA PRADESH

S.NO. Date

Name

R. SPINIVAS

City Civil Court, SECUNDERABAD

For Whom

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# **GENERAL AMENITIES AGREEMENT**

This General Amenities Agreement is made & executed at Secunderabad on this the 11<sup>th</sup> day of July, 2006 by and between:

- 1. MR. SYED MEHDI, S/o. MR. SYED MOHAMMED, aged about 48 years, resident of ½-5-16/2/1, Musheerabad, Hyderabad 500 020,
- 2. MRS. RAZIA BANO, W/o. MR. SYED MEHDI, aged about 38 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad 500 020, percented 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, percented 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

MRS. PRIYA KAPUR, D/O. MR.VIJAY KAPUR, aged about 38 years, resident of C-111, Defense Colony, First Floor, New Delhi – 24, hereinafter referred to as the HIREE (which term shall mean and include whenever the context may so require its successors-in-interest).

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## WITNESSETH

The HIREE has obtained on lease vide Lease Agreement dated 11<sup>th</sup> July 2006, 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 HIREE, the OWNERS have agreed to provide amenities to the HIREE more fully described in the schedule. The HIREE 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. 10,000/- (Rupees Ten Thousand 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. 4,200/- Amenities Charges payable to OWNER NO. 2. - Rs. 4,200/- Service Charges payable to Modi Properties & Investments Pvt. Ltd., - Rs. 1,600/-

- 2. The HIREE shall enhance the amenity charges by 6% at the end of every year on the then existing amenity charges.
- 3. The HIREE 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 HIREE 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 HIREE shall give vacant possession of the tenancy.
- 6. The HIREE agrees to maintain the bungalow at his own cost.

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# **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 HIREE and the OWNERS have signed these presents on the date and at the place mentioned above.

# **WITNESSES:**

1.

For **OWNER NO. 1** 

2.

(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)

HIDEE