

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

9 Date 27/11/2014 100-J. Kadalia Sto Bio Wolfelic Jayanhia, Miladalcia For Whom .....

Smt. Bushra Sulthana BE 943955

LICENCED STAMP VENDOR LICENCED STAMP VENDOR Ren.No.16-08-041 of 2014 6-5-475/A, New Shoiguda, SECUNDERABAD. Ph-9000619232

## SUPPLEMENTARY AGREEMENT

This Supplementary Agreement to the Lease Deed and General Amenities Agreement both dated 29.11.2014 is made and executed on this the 2nd Fe blung 2015 by and between:

M/s. Onora Hospitality Private Limited a company incorporated under the laws of India and having its registered office at 4H, Beledere Court, Freezer Town, Bangalore – 5 and represented by its Managing Director Shri Ashish Vohra, S/o. Shri. Shri R. D. Vohra aged about 48 years.

(LESSEE)

## AND

Shri Valmick K. Desai HUF, represented by its Karta Shri Valmick K. Desai S/o. Shri. Kantilal B. Desai, aged about 61 years, having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad- 500003.

(LESSOR - 1)

For Onora Hospitality Pvt. Ltd.

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Shri. Vinod K. Desai HUF represented by its Karta Shri Vinod K. Desai, S/o. Shri. Kantilal B. Desai, aged about 63 years, having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad- 500003.

(LESSOR - 2)

Shri. Subodh K. Desai HUF represented by its Karta Shri Subodh K. Desai S/o. Shri. Kantilal B. Desai, aged about 65 years, having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad- 500003.

(LESSOR - 3)

Shri. Mahesh K. Desai HUF represented by its Karta Shri Mahesh K. Desai S/o. Shri. Kantilal B. Desai, aged about 69 years, having its office at 4-3-161, Hill Street, Ranigunj, Secunderabad- 500003.

(LESSOR - 4)

Shri. Sharad J. Kadakia S/o. Late Shri Jayantilal M. Kadakia aged about 55 years R/o. 5-2-223, Gokul Distillery Road, Hyderbasti, Secunderabad – 500 003.

(LESSOR – 5)

Shri. Rajesh J. Kadakia S/o. Late Shri. Jayantilal M. Kadakia aged about 59 years R/o. 5-2-223, Gokul Distillery Road, Hyderbasti, Secunderabad – 500 003.

(LESSOR – 6)

Hereinafter collectively referred to as LESSORS.

The expressions LESSEE and LESSORS shall unless excluded by or repugnant to the subject or context shall deem to include their respective legal heirs, executors, administrators, successor and/or assigns.

## **WHEREAS:**

- A. The Lessors have executed infavour of Lessee a Lease Deed and General Amentieis Agreement dated 29th November 2014 duly registered at SRO, Kavadiguda, Secunderabad vide document No.175 & 176/20/Stated 2. 2.20/sfor the premises aggregating to super built-up area of 19,772 sft. in the Basement (325 sft.), Ground Floor (3,775 sft.), First Floor (7,450 sft.) and Second Floor (7,450 sft.) and in Basement Floor 772 Sq.ft in the building known as S. M. Modi Commercial Complex, bearing Municipal Nos. 5-4-187/5/11, 15, 16, 17, 18 & 19, situated at Karbala Maidan, Necklace Road, Secunderabad.
- B. In continuation of the above two deeds the following clauses are also read along with the above mentioned lease deed and general amenities agreement.
- C. Notwithstanding anything contained herein, in the event of failure on the part of the LESSORS to refund the Security Deposit in whole and/or other sums, if any due to the LESSEE despite the LESSEE willing to hand over the vacant possession thereof to the LESSORS, the LESSEE shall be entitled to continue to occupy the Scheduled Premises without payment of any Rent, compensation or other charges, till the Security Deposit and other sums, if any, are recovered in full by the LESSEE from the LESSORS. The LESSORS agrees that such occupation and use by the LESSEE of the Scheduled Premises shall not constitute a default by the LESSEE under the Lease Deed and shall not amount to trespass. Further, if in spite of the readiness and willingness of the LESSEE to vacate the Scheduled Premises and to hand over the same to the LESSORS, the LESSORS commits a default in forthwith refunding the Security Deposit and the other sums, if any, in full to the LESSEE, the LESSORS shall, without prejudice to all other rights and remedies available to it under law and in equity, be liable to pay to the LESSEE an interest, on the Security Deposit and other sums remaining due and payable@ eighteen per cent (18%) per annum compounded quarterly from the date the refund was due and until repayment thereof to the LESSEE, together with the cost of recovery thereof.

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- D. The Parties hereby provide the following covenants in respect of certain fixtures and facilities at the Scheduled Premises. It is hereby clarified and agreed that the OWNERS shall be the absolute owners and shall have the sole right, title and interest on all the furniture, fixtures and fittings as stated below and Onora shall not make any claim in connection therewith in any manner whatsoever. The Owners undertake to help Onora complete the works given under by 31.01.2015.
  - The OWNERS have provided Onora with a chiller unit at the Scheduled Premises, which is currently not in a working state. Onora shall determine either to replace or repair the said chiller unit. The OWNERS shall reimburse the LESSOR costs towards repair or replacement of the chiller, as mutually decided between the Parties in writing.
  - ii. The OWNERS shall on a one-time basis provide for painting of external structure of the Building and general clean-up of the Building, at their cost and expenses.
  - iii. The OWNERS shall pay to Onora an amount of up to Rs. 2,00,000 (Rupees Two lakhs only) for purchase of tiles in connection with up-gradation of bath rooms at the Scheduled Premises, after Onora furnishing the relevant invoices to the OWNERS. Provided however that the liability of the OWNERS towards undertaking any upgradation of the bath rooms at the Scheduled Premises shall not exceed Rs. 2,00,000/-(Rupees Two lakhs only) and Onora shall bear all further costs towards any up-gradation of the bath rooms or installations or repair works thereon during the entire term of the Lease Deed, except any structural defects.
  - iv. The OWNERS shall pay to Onora an amount of upto Rs. 2,00,000 (Rupees Two lakhs only) towards waterproofing the roof of the building and upto Rs. 1,00,000 (Rupees One lakh only) towards repairing the leakages in OHT area, after Onora furnishing the relevant invoices to the OWNERS. Provided however that Onora shall bear all further costs towards water proofing the roof of the building and repairing the leakages in OHT area at the Scheduled Premises.
  - The OWNERS shall pay to Onora an amount of upto Rs. 5,00,000 (Rupees Five lakhs only) towards up-gradation of electric power connection to a suitable power load, as mutually decided between the OWNERS and Onora, in writing, after Onora furnishing the relevant invoices to the OWNERS. Provided however that Onora shall bear any further cost towards any up-gradation of electric power connection at the Scheduled Premises during the term of the Lease Deed.
  - vi. The OWNERS shall provide Onora with an LED/plasma television set and an electronic door lock in each room at the Scheduled Premises. The OWNERS and Onora shall bear the purchase costs of the same in a mutually agreed ratio. Onora shall solely bear all the costs towards maintenance and repair of such assets.

vii. The OWNERS shall repair the Service lift on the rear side of the Scheduled Premises at

its own cost.

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IN WITNESS WHEREOF the parties hereto have said their respective hands on the date herein above written in the presence of two witnesses.

## **WITNESSESS:**

1. Jakaniskashash 2. M. SA-TAPRAILASH)

For M/s. Onora Hospitality Private Limited

For Oncra Hospitality Pvt. Lid.

Authorited by its Managing Director

(Shri Valmick K. Desai HUF) LESSOR – 1

(Shri Vinod K. Desai HUF) LESSOR – 2

(Shri-Subodh K. Desai HUF) LESSOR – 3

(Shri Mahesh K. Desai HUF) LESSOR – 4

(Shri Sharad L <del>Kadak</del>ia) LESSOR – 57

(Shri Rajesh J. Kadakia) LSSOR - 6

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