

AP-23-I-F

No. 14411 CONTRACTS

Datu: GDZ18798

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TO WITH I MIS M C MODE DESCRIBING TRUST NECTORS.

### LEASE AGREMENT

This LEASE AGREEMENT made and executed at Secunderabad on this the  $8^{\rm th}$  day of October 1998 by and between

Shri. M. C. Modi Discretionary Trust having its office at 5-4-187/3 &4, M. G. Road, Secunderabad represented by Shri. Satish Modi hereinafter referred to as the LESSOR (which term shall mean and include whenever the context may so require its successors-in-interest);

### AND

Mr. Syed Khalid S/o. S. A. Ghani aged 22 years, Occupation: Business residing at 11-4-414/1, Red Hills, Hyderabad hereinafter referred to as the LESSEE (which term shall mean and include whenever the context may so require his successors-in-interest) witnesseth as follows:

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The **LESSOR** is the owner of a portion of the Basement/Lower Ground Floor consisting 3 (three) shops bearing Nos. 37,38 and 48 admeasuring 1,125 Sq. ft super built up area, in the Building known as 21<sup>st</sup> Century Commercial Complex, bearing premises No.5-8-112 to 173 situated at adjacent to Old Lata Cinema, Nampally, Hyderabad - 500 Q01 hereinafter referred as **Schedule Property** 

The **LESSEE** has requested the **LESSOR** to grant on lease the above mentioned **Schedule Property** and the **LESSOR** agreed to give on lease on the terms and conditions specified as hereunder:

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 above referred **Schedule Property** more particularly described at the foot of this document on the following terms and conditions:

- 1. The LESSEE shall pay a rent of Rs. 5,250/- (Rupees Five Thousand Two Hundred only) (Rs.3,250/ towards rent and Rs. 2,000/- towards amenities charges) per month exclusive of Water and Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder. The monthly rent has already commenced from the 1st October 1998.
- The LESSEE shall pay an amount of Rs. 31,500/- (Rupees Thirty One Thousand Five Hundred Only) as Security Deposit, which shall be refunded by the LESSOR to the LESSEE 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 LESSOR.
- 3. The Lease shall be for a period of three (3) years, commencing from 1<sup>st</sup> October 1998. This agreement of lease between the said **LESSOR** and the said **LESSEE** can be terminated by the **LESSEE** with an advance notice of three (3) months.
- 4. The LESSOR 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 LESSEE in full.

### THE LESSEE HEREBY COVENANTS AS UNDER:

- 1. The **LESSEE** shall pay the rent regularly each month on or before the 7<sup>th</sup> day of every succeeding month to the **LESSOR**.
- 2. The LESSEE agree to pay the property tax and other taxes pertaining to the Schedule Property.

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Page 2 / Syed Khalid Lease Agrmnt

- 3. The LESSEE shall pay the maintenance charges for the maintenance of the common areas of the building to the Building Society/Association or any other body as directed by the LESSOR.
- 4. The LESSEE shall keep the demised portion in a neat and habitable condition.
- 5. The **LESSEE** shall carry out all minor repairs and regular maintenance by way of colour wash etc., at its own cost.
- 6. The **LESSEE** shall utilise the demised portion for his office/shop/godown, but shall not use the said portion for residence or any illegal activity.
- 7. The LESSEE shall not carry out any business related to the sale or consumption or distribution of liquor in the said premises.
- 8. The LESSEE shall not sub-let any portion of the premises or transfer the rights under this Lease in favour of anyone.
- 9. The LESSEE shall enhance the rent (and amenities charges) by 7% (seven percent) compounded at the end of every year.
- 10. The **LESSEE** shall permit the **LESSOR** or anyone authorised by it, to inspect the demised portion at all reasonable hours of the day.
- 11. The LESSEE agrees to bear the cost of enhancement, if any, over and above existing power supply.
- 12. The LESSEE agrees to pay any additional consumption deposit or any other charges, that may be levied by the APSEB or any other Government body. However, any deposit paid by the LESSEE to APSEB will be refunded to the LESSEE by the LESSOR at the time of the LESSEE vacating and satisfactorily handing over the premises.
- 13. The LESSEE agrees to place his sign board only on the place specified by the LESSOR.

### THE LESSOR HEREBY COVENANTS AS UNDER:

- 1. The LESSOR agree not to cause any hindrance to the LESSEE in the enjoyment of the demised portion provided the LESSEE observes all the covenants without default as specified above.
- 2. The LESSOR 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 premises on the expiry of the lease or on termination of the lease.

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## DESCRIPTION OF THE DEMISED PORTION

Arl that a portion consisting three (3) shops bearing Nos.37,38 and 48 admeasuring 1,125 sft, of super built up area on basement/Lower Ground floor of the building known as 21st Century Commercial Complex, bearing premises no. 5-8-112 to 173 situated at adjacent to Old Lata Cinema, Nampally, llyderabad, marked in red in the plan enclosed herewith and bounded on the:

NORTH BY:

Shop No.47 and 39

SOUTH BY:

Shop No.36 and 49

EAST BY:

Common Passage

WEST BY:

Common Passage

IN WITNESS WHEREOF, the **LESSEE** and the **LESSOR** have signed these presents on the date and at the place mentioned above.

WITNESSES:

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2. HON 101/98

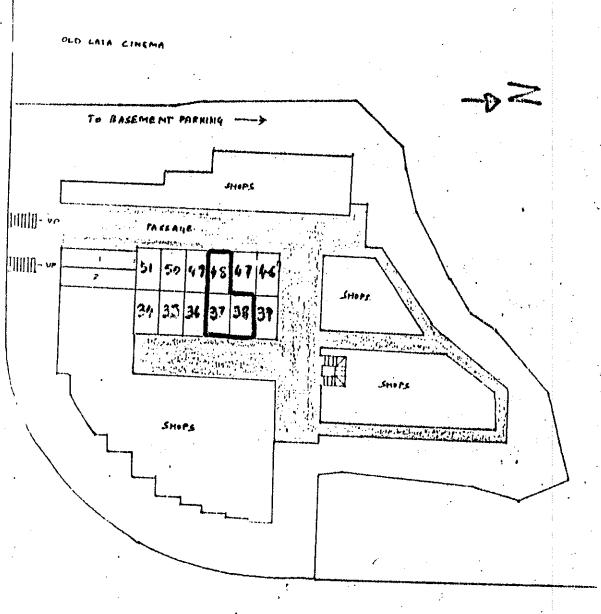
LESSEE

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# 21<sup>st</sup> Century Commercial Complex Numpally, Hyderabad.

# Lower Ground Floor Plan



MAIN ROAD

WITNESSES

LESSOR:

LESSEE:

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S.L.MD: 0028584 DATE: 08/10/98 RS: 100

PURCHASER: P SOLOMON

S/D P KRUPARATMAM

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తరియు ఎక్స్.ఆఫీషియో స్టాంపు వెల్లు, , சுசுழுக்கை, தி. அ. அ. சுசுழுக்கும் Devert.

FOR WHOM I MYS M C MODI DISCRECATIONARY TRUST SEC'BAD.

This LEASE AGREEMENT mades and executed at Secunderabad on this the 8th day of October 1998 by and between

Shri. M. C. Modi Discretionary Trust having its office at 5-4-187/3 &4, M. G. Road, Secunderabad represented by Shri. Satish Modi hereinafter referred to as the LESSOR (which term shall mean and include whenever the context may so require its successors-in-interest);

Mr. Syed Javed S/o. S. A. Ghani aged 30 years Occupation : Business residing at 11-4-414/1, Red Hills, Hyderabad hereinafter referred to as the LESSEE (which term shall mean and include whenever the context may so require his. successors-in-interest) Witnesseth as follows:

The **LESSOR** is the owner of a portion of the Basement/Lower Ground Floor consisting of 3 (three) shops bearing Nos. 39,46 and 47 admeasuring 1,125 Sq. ft of super built up area, in the Building known as 21<sup>st</sup> Century Commercial Complex, bearing premises No.5-8-112 to 173 situated at adjacent to Old Lata Cinema, Nampally, Hyderabad - 500 001 hereinafter referred as "**Schedule Property**".

The **LESSEE** has requested the **LESSOR** to grant on lease the above mentioned **Schedule Property** and the **LESSOR** agreed to live on lease on the terms and conditions specified as hereunder:

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 above referred **Schedule Property** more particularly described at the foot of this document on the following terms and conditions:

- 1. The LESSEE shall pay a rent of Rs. 5,250/- (Rupees Five Thousand Two Hundred and Fifty only) (Rs. 3,250/ towards rent and Rs. 2,000/- towards amenities charges) per month exclusive of Water and Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder. The monthly rent has already commenced from the 1<sup>st</sup> October 1998.
- 2. The LESSEE shall pay an amount of Rs. 31,500/- (Rupees Thirty One Thousand Five Hundred Only) as Security Deposit, which shall be refunded by the LESSOR to the LESSEE 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 LESSOR.
- The Lease shall be for a period of three (3) years, commencing from 1<sup>st</sup> October 1998. This agreement of lease between the said **LESSOR** and the said **LESSEE** can be terminated by the **LESSEE** with an advance notice of three (3) months.
- 4. The **LESSOR** 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 **LESSEE** in full.

### THE LESSEE BEREBY COVENANTS AS UNDER:

- 1. The **LESSEE** shall pay the rent regularly each month on or before the  $7^{\rm th}$  day of every succeeding month to the **LESSOR**.
- 2. The LESSEE agree to pay the property tax and other taxes pertaining to the Schedule Property.

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- 3. The LESSEE shall pay the maintenance charges for the maintenance of the common areas of the building to the Building Society/Association or any other body as directed by the LESSOR.
- 4. The **LESSEE** shall keep the demised portion in a neat and habitable condition.
- 5. The LESSEE shall carry out all minor repairs and regular maintenance by way of colour wash etc., at its own cost.
- 6. The LESSEE shall utilise the demised portion for his office/shop/godown, but shall not use the said portion for residence or any illegal activity.
- 7. The **LESSEE** shall not carry out any business related to the sale or consumption or distribution of liquor in the said premises.
- or transfer the rights under this Lease in Lavour of anyone.
- o. The **LESSEE** shall enhance the rent (and amounties charges); by /% (seven percent) compounded at the end of every year.
- The **LESSEE** shall permit the **LESSOR** or anyone authorised by it, to inspect the demised portion at all reasonable hours of the day.
- 11. The LESSEE agrees to bear the cost of enhancement, if any, over and above existing power supply.
- 12. The LESSEE agrees to pay any additional consumption deposit or any other charges, that may be levied by the APSEB or any other Government body. However, any deposit paid by the LESSEE to APSEB will be refunded to the LESSEE by the LESSOR at the time of the LESSEE vacating and satisfactorily handing over the premises.
- 13. The LESSEE agrees to place his sign board only on the place specified by the LESSOR.

### THE LESSOR HEREBY COVENANTS AS UNDER:

- 1. The **LESSOR** agree not to cause any hindrance to the **LESSEE** in the enjoyment of the demised portion provided the **LESSEE** observes all the covenants without default as specified above.
  - The LESSOR 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 premises on the expiry of the lease or on termination of the lease.

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### DESCRIPTION OF THE DEMISED PORTION

All that a portion consisting three (3) shops bearing Nos. 39,46 and 47 admeasuring 1,125 sft, of super built up area on basement/Lower Ground floor of the building known as  $21^{\rm st}$  Century Commercial Complex, bearing premises no. 5-8-112 to 173 situated at adjacent to Old Lata Cinema, Nampally, Hyderabad, marked in red in the plan enclosed herewith and bounded on the:

NORTH BY:

Common Passage

SOUTH BY:

Shop No.38 and 48

EAST BY:

Common Passage

WEST BY:

Common Passage

IN WITNESS WHEREOF, the **LESSEE** and the **LESSOR** have signed these presents on the date and at the place mentioned above.

WITNESSES

1. A militar

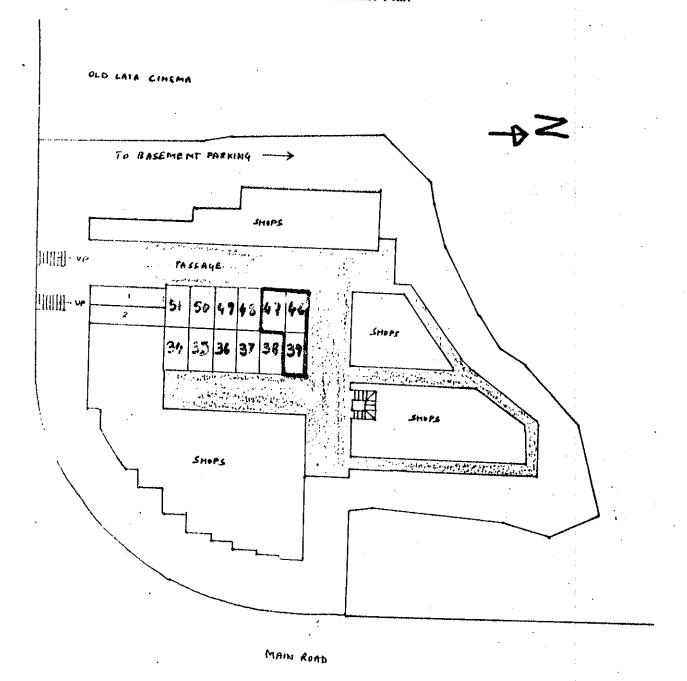
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LESSEE

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## 21<sup>st</sup> Century Commercial Complex Nampally, Hyderabad.

Lower Ground Floor Plan



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