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### LEASE DEED

THIS DEED OF LEASE made at Secunderabad on this 19th day of June 2000 Between:

Shri. SATISH MODI, S/o. Late. Shri. Manilal C Modi, aged 56 years, residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad (hereinafter called the LESSOR which expression shall, unless repugnant to the meaning or context thereof, mean and include the LESSOR and his successors in title and assigns) of the FIRST PART

#### AND

M/s. KIRLOSKAR ELECTRIC COMPANY LIMITED, an existing Company within the meaning of Section 3 of the Companies Act, 1956 and having its Registered Office at Industrial Suburb, Rajajinagar, Bangalore - 560 010, represented by its Company Secretary, Sri Shankar Narayan Rao, (hereinafter called the LESSEE which expression shall, unless repugnant to the meaning or context thereof, mean and include the LESSEE and its successors in title and assigns) of the SECOND PART.

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WHEREAS THE **LESSOR** is the owner of the premises bearing No. 1-20-248, situated at Rasoolpura, Secunderabad Cantonment, Secunderabad - 500 003.

WHEREAS THE LESSOR has given on lease to the LESSEE a portion of the said premises measuring 1,896 sq. ft. marked and securely enclosed by the LESSOR at his own cost more fully described in the Schedule, (herein referred to as the "demised premises") making it suitable to the LESSEE to stock its products like motors, alternators etc., and other products / equipments. The LESSEE has requested the LESSOR to renew the lease for the demised portion on the terms and conditions given hereunder.

NOW THIS DEED OF LEASE WITNESSETH that in consideration of the rent hereinafter reserved and the LESSEE agreeing to observe all the covenants hereinafter contained, the LESSOR both hereof grant and the LESSEE hereby accepts the lease of the demised premises for using same as GODOWN for a period of THREE YEARS effective from 1<sup>st</sup> September 2000, subject to the conditions hereinafter appearing:

### I. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

- 1. To pay the **LESSOR** by cheque a monthly amount of **Rs. 11,405/-** (Rupees Eleven Thousand Four Hundred and Five only), which consists of Rs. 4,000/- (Rupees Four Thousand Only) as rent for the demised premises and Rs. 7,405/- (Rupees Seven Thousand Four Hundred and Five only) as development charges, for each English Calendar month on or before 10<sup>th</sup> of the succeeding month.
- 2. The LESSEE has deposited with the LESSOR, a sum of Rs. 33,000/- (Rupees Thirty Three Thousand only), which the LESSOR acknowledges receipt as interest free deposit, which is refundable by the LESSOR to the LESSEE on the expiry of the lease period or earlier determination thereof, after adjustment of dues, if any.
- 3. To pay electricity and water charges as per actual consumption.
- 4. To maintain the interior of the demised premises in good order and condition subject to reasonable wear and tear, damage by fire, earthquake, flood, tempest, lightening, violence of any army or of a mob or other irresistable, inevitable force or accident excepted.
- 5. To deliver the demised premises to the **LESSOR** on the expiry of the lease or earlier determination thereof in good condition.
- 6. Not to assign, sub-let, transfer or otherwise part with the possession of the demised premises or any portion thereof without the previous consent of the LESSOR.
- 7. Not to undertake any alteration or addition or construction without the specific approval in writing of the LESSOR.
- 8. To insure the premises against fire, burglary/theft and not to store inflammable or hazardous goods in the premises.
- 9. To permit at all reasonable hours during day time, with prior intimation, the LESSOR or his authorised agent to enter into the demised premises for viewing the conditions of the premises or repair of the said premises.

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# II. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- 1. To pay all present and future rates and taxes such as the Property Tax and other taxes and cesses and duties as may be levied from time to time by the Secunderabad Contonment Board or any other Bodies/Authorities or the State or Central Government, on the demised premises.
- 2. To maintain the leasehold property in tenantable condition and carry out such major repairs to the same as may be necessary to render it tenantable during the subsistence of this lease. The LESSOR shall carry out white washing once in three years in consultation with the LESSEE.
- 3. The LESSEE shall have the right to provide and fix in the demised premises such as furniture, fixtures, fittings, air conditioners, racks and partitions, shelves etc. at its cost as are necessary for the LESSEE's office, warehouse and other business purposes and remove and carry all or any of them while vacating the premises.
- 4. If the LESSOR fails to pay the taxes, assessments, impositions and outgoings as agreed to by him in clause 1 above or fails to carry out the major repairs, as per LESSEE's request, or fails to effect whitewash as agreed in clause 2 above the LESSEE may incur the expenditure therefore, and duly intimate the LESSOR by written notice, and thereafter adjust the expenditure incurred in the payment of rats, taxes etc., or repairing or whitewashing the premises, from out of the rents payable to the LESSOR.
- 5. On the condition that the LESSEE continues to pay the rent hereby reserved and observe and perform the several covenants on its part herein contained, the LESSOR hereby agrees for the LESSEE peacefully and quietly holding and enjoying the demised premises during the period of lease without any interruption or disturbance by the LESSOR or by any other person lawfully claiming under or in trust for him.

### III. IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- 1. The LESSOR agrees to allow the LESSEE to use the demised premises as its office, godown, warehouse and/or for any other commercial purposes connected with the LESSEE's business and the LESSEE agrees to use the same for all or any of the above purposes.
- 2. If the LESSEE is desirous of having the lease renewed for a further term of 3 years, the LESSOR agrees to extend the lease of the premises with an increase in rent and development charges by 20% (Twenty Percent).
- 3. If the LESSEE is desirous of vacating the demised premises before the expiration of the term hereby granted, the LESSEE can do so by giving 3 (THREE) months ADVANCE NOTICE to the LESSOR.
- 4. The LESSOR agrees to acknowledge and give valid receipt for each and every payment made by the LESSEE and such receipt which must be duly stamped and signed by the LESSOR or a duly authorised agent shall be conclusive proof of such payment.
- 5. The premises leased out shall be identified and enclosed securely by the LESSOR at its cost and the name plate of the LESSEE will be put up by the LESSEE on the building and at other necessary and convenient prominent places. Satural med

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## SCHEDULE OF PROPERTY

All that premises admeasuring 1,896 sq. ft. on ground floor bearing No. 1-20-248, situated at Rasoolpura, Secunderabad Cantonment, Secunderabad - 500 003, bounded by:

North by:	Road
South by:	Property belonging to Mr. Subba Rao & Mrs. Mangaish Rao
East by:	Premises occupied by M/s. Killick Nixon Ltd.
West by:	Premises occupied by Shri. Praveen Kumar (Finolex)

IN WITNESS WHEREOF the parties have executed and signed this lease deed in token of acceptance of the terms and conditions hereof on the date hereinbefore written.

WITNESSES

LESSOR Solfin

**LESSEE** 

For KIRLOSKAR ELECTRIC CO. LTD.,

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H.L. SHANKARANÁRAYANA RAO VICE PRESIDENT & COMPANY SECRETARY