



S.No. 13612-4 / 7/99 (Rs. 106)

Sold to Shri. P. A. Ch. K. Karanth S/o P. V. M. Rao

For work M. A. Rehman S/o M. A. Gaffer

R. L. H. H.

B. Ramulu

Sub-Registrar,

Ex-Officio Stamp Vendor
S.R.O. SecunderabadLEASE AGREEMENT

This Agreement made at Hyderabad the 4th day of September 1991 between Shri M.A.Rehman and S/o. Abdul Gaffer R/o. Mehdipatnam Muslim, Indian Inhabitant, hereinafter called "The Owner" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators and assigns) of the ONE PART.

A N D

M/s.Modi Builders represented by Shri Satish Modi S/o.Manilal C.Modi residing at Plot No.1065, Road No.45, Jubilee Hills, Hyderabad hereinafter called "the Underwriter", (which expression shall unless it be repugnant to the context or mean thereof mean and include his heirs, executors, administrators and assigns and the partnership firm in which the said Satish Manilal Modi introduces the project covered by this Agreement) of the OTHER PART.

WHEREAS 1) The owner owns absolutely free from encumbrances and is in possession of an immovable property bearing No. situated at Rasoolpura, Secunderabad, together with the building more particularly described in the schedule hereunder written 'hereinafter referred to as "the said immovable property")

M. A. Rehman

for MODI BUILDERS Contd....2.

Satish Modi

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2) The Underwriter has vast experience in building construction, having undertaken many real estate developments in the state of Kerala.

3) The Owner being interested in the property, after detailed negotiations have been mutually agreed upon which are hereby reduced to writing.

4) The Underwriter suggested certain conditions effectively accepting the proposal that the costs of such optional work shall be...

NOW THESE PARTIES HEREBY CONFIRM AND AGREE AS UNDER.

a) The aforesaid property is shown in the boundary lines on the plan hereto attached.

b) The underwriter undertakes the erection of immovable property at a gross meeting height of 100 feet commencing from 1st September 1981.

*ADN
10/81*

c) The agreed gross monthly rent of Rs. 500,000 thousand five hundred (only ~~xxxxxxx~~) will be subject to upward revision by the rent of 20% for every three years from the date of the actual user upto 15 years.

d) The Underwriter having no objection to the said immovable property, the owner shall let out the said immovable property either to such individuals, limited companies or other entities as may be nominated from time to time on conditions that:

i. The letting out shall be in terms of the Agreement hereto annexed and signed by...

ii. The total gross monthly rent payable by the tenant as may be determined or nominated by the owner shall be the aforesaid sum of Rs. 4,500.00 (only ~~xxxxxxx~~) every three years upto 15 years from the date of...

*ADN
10/81*

Kala...

iii. The Owner shall not be liable for any increase of rent charged by the Underwriter to the tenants for any portions of the said immovable property unless such increase is clearly and expressly set forth in the lease agreement.

1. The Underwriter may require the tenants to pay to the Underwriter such sums such as deposit, advance rent, etc., as may be decided from time to time and as may be agreed to by the respective tenants for the immovable property. No assignment or sub-lease shall be permitted by the Underwriter.

2. The Underwriter shall be entitled to sue for or recover in his own name or in the name of any other person or other concern and/or authority in the name of the Underwriter of the respective portions of the said immovable property to be procured or nominated by the Underwriter.

3. If the Underwriter is able to obtain from the respective occupants a gross monthly rent in excess of Rs. 500.00 (Rupees Four thousand five hundred only x x x x x x x x x x x x x x x x) with an escalation of 20% per month every 3 years, then any deposit, premium or advance rent, shall be paid by the Underwriter himself. The Owner shall not be liable in any way or same in any way so long as the gross monthly rent is received by the owner in respect of the said immovable property. (Rupees Four thousand five hundred only x x x x x x x x x x x x x x x x) per month with an escalation 20% every three years for a period of 15 years.

4.a. All Municipal taxes, cesses and other taxes levied in respect of the said immovable property (including the charges and electricity charges) computed on the basis of a gross monthly rent of Rs. 500.00 (Rupees Five hundred only x x x x x x x x x x x x x x x x) with an escalation of 20% per month every three years shall be on account of the owner. The Underwriter shall be responsible and liable to pay and pay the same.

b. The water charges and electricity charges for the respective meters to be installed by the respective tenants shall be payable by respective tenants for the immovable property.

Maharaja

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5. The Underwriter having undertaken and agreed to pay to the Owner the aforesaid gross monthly rent of Rs. 4,500.00 (four thousand five hundred only x x x x x x x x x x x x x x) for the period mentioned and escalation thereof for the next five years it shall be the unqualified responsibility and liability of the Underwriter to pay to the Owner the aforesaid monthly rent and escalation as applicable for the period mentioned above.

a. Whether or not the Underwriter shall be liable for the lease/prospective tenants in respect of the premises mentioned above or of any part thereof.

b. Whether or not the gross monthly rent payable by the Underwriter with the customers/proprietors during the time aforesaid or at any time thereafter shall be the agreed monthly rent of Rs. 4,500.00 (four thousand five hundred only x x x x x x x x x x x x x x) with no escalation applicable.

five hundred

6. In view of the underwriting and obligations undertaken by the Underwriter it is mutually agreed between the parties hereto, as an essential and integral term and condition of the agreement that:

a. The Owner shall not let out the premises mentioned above or any part thereof directly to any party or parties without the authority.

b. The owner shall not terminate this agreement or account till 15 years whatsoever other than specified in this agreement for more than three months.

c. The Underwriter shall be entitled to sublet or sub-lease any part of the premises as they may decide from time to time without the obligations from the same shall belong to the Underwriter. The owner shall not be entitled to sublet or sub-lease any part thereof.

d. The owner shall not terminate the Tenancy as mentioned in the Form of the aforesaid Tenancy Agreement marked 'A' and marked 'C' subject to Clause 7.

e. To ensure smooth implementation of this agreement the owner shall soon after the signing of this agreement hand over to the Underwriter a provision for the rent in favour of British Inland and also the necessary concerned authority.

G. Mahalingam 1.5.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

Area 3683.0⁰ Ft. consisting of R.C.C. Columns 3565.0⁰ sft. situated at Rasoolpura, Secunderabad bounded on the

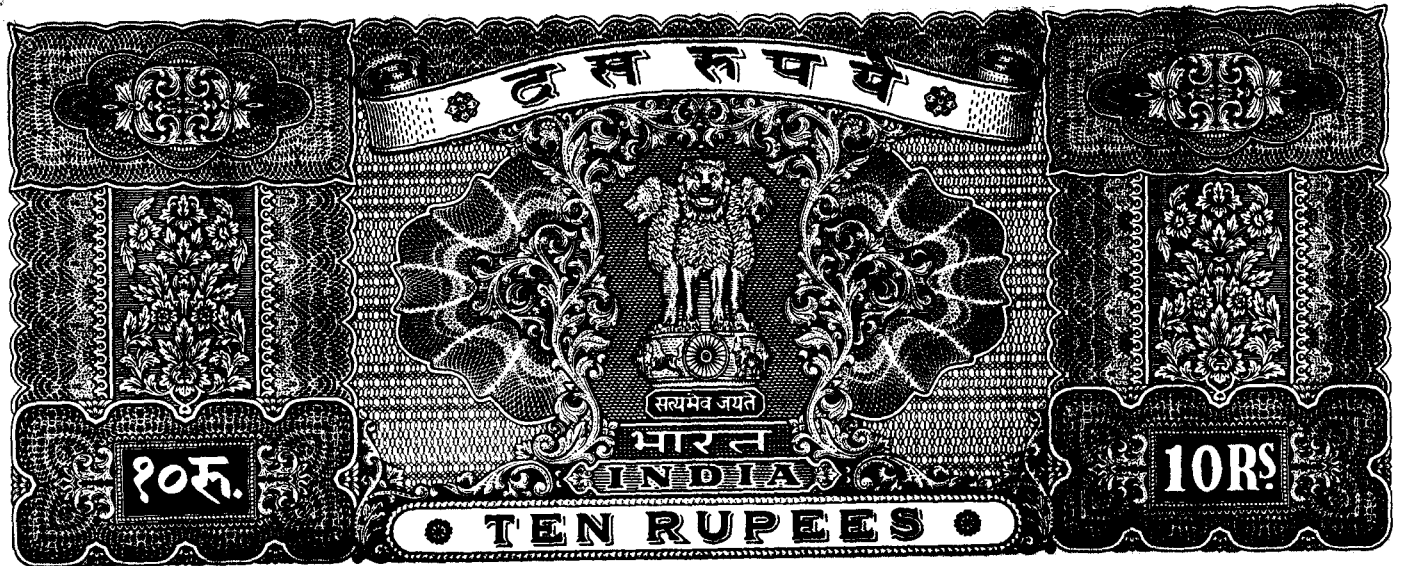
SOUTH BY :
NORTH BY :
EAST BY :
WEST BY :

SIGNED AND DELIVERED
By the Owner

K. Mahan

SIGNED AND DELIVERED
By the Underwriter

For MODI BUILDERS
Satish Mohan



Sl. No. 13613 - 4.19.1991 Rs. 10/-

Sold to P.A. Chakraborty S/o P.V. M. Rao

For Md. Farath Abbass S/o M.A. Rehman

B. Ramulu

Sub-Registrar.

Ex-Officio Stamp Vendor
S.R.O. Secunderabad

R-1-Hyd

LEASE AGREEMENT

This Agreement made at Hyderabad the 4th day of September 1991 between Shri Md. Farath Abbass S/o. M.A. Rehman R/o. Mehdipatnam Muslim, Indian Inhabitant, hereinafter called "The Owner" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators and assigns) of the ONE PART.

A N D

M/s. Modi Builders represented by Shri Satish Modi S/o. Manilal C. Modi residing at Plot No. 1065, Road No. 45, Jubilee Hills, Hyderabad hereinafter called "the Underwriter", (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators and assigns and the partnership firm in which the said Satish Manilal Modi introduces the project covered by this Agreement) of the OTHER PART.

WHEREAS 1) The owner owns absolutely free from encumbrances and is in possession of an immovable property bearing No. situated at Rasoolpura, Secunderabad, together with the building more particularly described in the schedule hereunder written 'hereinafter referred to as "the said immovable property".

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Stamp: S.R.O. Secunderabad
Signature: Satish Modi

Contd...2.

2) The Underwriter has vast experience in the work of building construction, having undertaken and completed many projects of real estate development, in the twin cities of Hyderabad, Secunderabad in the state of Andhra Pradesh.

3) The Owner being interested in letting out the said immovable property, after detailed negotiations, the undermentioned terms have been mutually agreed upon by and between the parties hereto which are hereby reduced to writing and recorded.

4) The Underwriter suggested certain optional work for more effectively the marketing the property and it is mutually agreed that the costs of such optional work shall be borne by the owner.

NOW THESE PRESENTS WITNESS that the parties hereto declare confirm and agree as under.

a) The aforesaid property is shown surrounded by red colour boundary lines on the plan hereto annexed.

b) The underwriter undertakes the letting out of the said immovable property at a gross monthly rent of Rs. 2/30 per square foot commencing from 1st September 1991.

c) The agreed gross monthly rent of Rs. 4,500.00 (Rupees four thousand five hundred only x x x x x x x x x x x x x x x x) shall be subject to an upward revision i.e., increase in the monthly rent of 20% for every three years from the date of the occupation of the actual user upto 15 years.

d) The Underwriter having so underwritten the letting out of the said immovable property, the Owner agreed that the Owner shall let out the said immovable property either in whole or in parts to such individuals, limited companies or other persons, bodies or authorities as may be nominated from time to time by the Underwriters on condition that:

i. The letting out shall be in terms of the Form of Tenancy Agreement hereto annexed and marked "C".

ii. The total gross monthly rent receivable by the Owner from the tenant as may be procured or nominated by the Underwriter shall be the aforesaid sum of Rs. 4,500.00 (Rupees four thousand five hundred only x x x x x x x x x x x x x x x x) with an increment of 20% every three years upto years from the date of actual user.

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Subscribed and
Delivered

iii. The Owner shall not be responsible for the amount of rent charged by the Underwriter for the use of the various portions of the said immovable property, which shall be clearly and agreed by and between the parties.

1. The Underwriter may sublet the said immovable property to tenants such as tenants, etc., or may be decided from time to time and as may be agreed to by the parties. No assignment or subletting of the property shall be permitted by the Underwriter.

2. The Underwriter shall be entitled to use the property either in his own name or in the name of any other person or other concern and/or directly in the name of the Underwriter of the respective portions of the said immovable property to be procured or needed by the Underwriter.

3. If the Underwriter is able to obtain the said immovable property from occupants, the monthly rent in rupees shall be 4,500.00 (four thousand five hundred only x x x x x x x x x x x x x x x x x x) with an escalation of 20% per month every three years. The Underwriter may deposit, provide or advance the said amount in advance receipt or advance receipt by the Underwriter himself. The Underwriter shall be liable for the same in any case. The Underwriter shall be liable for the same in respect of the said immovable property. (Rupees four thousand five hundred only x x x x x x x x x x x x x x x x x x) per month with an escalation of 20% per month every three years for 15 years.

5.a. All Municipal taxes, cesses and charges in respect of the said immovable property shall be paid by the Underwriter. The electricity charges shall be paid by the Underwriter. The monthly rent shall be 4,500.00 (four thousand five hundred only x x x x x x x x x x x x x x x x x x) with an escalation of 20% per month every three years. The Underwriter shall be an account of the owner and the Underwriter shall be responsible and liable to the owner.

b. The water charges and electricity charges shall be payable by respective tenants. The meters to be installed by the respective tenants shall be payable by respective tenants. The property.

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- f. The Underwriter shall be bound himself, his heirs and assigns, his Owner and shall be entitled to
8. The Owner declares that:
- a. The said immovable property is and absolutely of his property
 - b. The same is free from all
 - c. The same is free from all
 - d. Neither the contractor nor other person on the said
 - e. The same has not entered for sale, lease, tenancy or any interest in the said immovable property, and
 - f. The Owner is entitled to

9. The Builders shall not claim any right to the Schedule mentioned premises or the premises adjacent thereto

10. The Builders or any person acting on their behalf shall not cause any structural damage to the building or make any alterations or making improvements without express written consent of the Owner

11. The Builders will give the vacant possession of the said premises mentioned herein and they shall be bound to do so if for any reason, the entire premises are not ready for occupation then they should arrange for the possession of the same in favour of the Owner with such conditions as may be agreed between the owners and the Builders in connection with this Agreement

12. The respective parties shall execute all further documents and instruments required by the other party to give effect to this Agreement

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IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

Area 3683.9* Ft. consisting of R.C.C. Columns 3583.9* aft. situated at Rasoolpura, Secunderabad bounded on the

- SOUTH BY :
- NORTH BY :
- EAST BY :
- WEST BY :

SIGNED AND DELIVERED
By the Owner

H. Abbas

for MODI BUILDERS

SIGNED AND DELIVERED
By the Underwriter

Satish mod