

आन्ध्र प्रदेश ANDHRA PRADESH

826 1/2/06 501-Sur Kokilaben J. Katakia

On Jayanti lal . M. Kadakia.

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LEELA G. CHIMA

STAMP VENDOR

L.No. 02/2005

5-4-76/A, Collar, Ranigunj SECUNDERABAD-500 003

## SECURITY DEPOSIT AGREEMENT

Executed at: Secunderabad, Andhra Pradesh

Date of execution: 1975 day of February 2006.

Between

M/s. C. S. R. Hotels Private Limited, having its registered Reddy, resident of 1-10-40/47, 101, Saikrupa Apartments, Street No. 2, Ashok Nagar, Hyderabad.

And

And

Shri Valmick K. Desai HUF, represented by its Karta Shri Valmick K. Desai S/o. Shri. Kantilal B. Desai, aged about 53 years, having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad- 500003.

(LESSEE)

Kokilaleen. J. Kadakia.

(LESSOR - 1)



आन्ध्र प्रदेश ANDHRA PRADESH

\$ 2 06 50F Bold to Sur Kokilaben. I. Kadakia Do Jayantilal M. Kadakia For Whom Self SCLBAD

> Shri Vinod K. Desai HUF represented by its Karta Shri Vinod K. Desai, S/o. Shri. Kantilal B. Desai, aged about 55 years, having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad- 500003.

> Shri Subodh K. Desai HUF represented by its Karta Shri Subodh K. Desai S/o. Shri. Kantilal B. Desai, aged about 57 rears, having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad- 500003.

> Shri Mahesh K. Desai HUF represented by its Karta Shri Mahesh K. Desai S/o. Shri. Kantilal B. Desai, aged about 61 years, having its office at 4-3-161, Hill Street, Ranigunj, Secunderabad- 500003.

> §mt. Swati S. Kadakia, W/o. Shri Sharad J. Kadakia, aged about 45 years, resident of The Greens Group, 14252 Culver Prive Suite A-358, Irvine CA 92604, U.S.A.

LEELA G. CHIM

STAMP VENDOR

L.No. 02/2003

5-4-76/A, Collat. Remigunj SECUNDERABAD-500 003

(LESSOR - 2)

(LESSOR - 3)

(LESSOR – 4)

(LESSOR - 5)

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Kokélalsen J. Kadakia. Mahosh Mahoshheran

Shri Sharad J. Kadakia S/o. Late Shri Jayantilal M. Kadakia aged about 47 years residing at The Greens Group, 14252 Culver Drive Suite A-358, Irvine CA 92604, U.S.A.

(LESSOR – 6)

Shri Rajesh J. Kadakia S/o. Late Shri. Jayantilal M. Kadakia aged about 51 years residing at #910, South Elcamino, Real Samclemante, California – 92672, U.S.A.

(LESSOR - 7)

Smt. Kokilaben J. Kadakia W/o. Late Shri. Jayantilal M. Kadakia, aged about 73 years residing at Road No. 5, Plot No. 5, Trimurthy Colony, Mahendra Hills, Hyderabad.

(LESSOR - 8)

Shri Sharad J. Kadakia HUF, having its office at Road No. 5, Plot No. 5, Trimurthy Colony, Mahendra Hills, Hyderabad and represented by its Karta Shri Sharad J. Kadakia, S/o. Late Shri Jayantilal M. Kadakia.

(LESSOR - 9)

Shri Rajesh J. Kadakia HUF, having its office at Road No. 5, Plot No. 5, Trimurthy Colony, Mahendra Hills, Hyderabad and represented by its Karta Rajesh J. Kadakia S/o. Late. Shri. Jayantilal M. Kadakia.

(LESSOR – 10)

(Collectively hereinafter referred to as LESSORS)

The expressions LESSEE and LESSOR-1, LESSOR-2, LESSOR-3, LESSOR-4, LESSOR-5, LESSOR-6, LESSOR-7, LESSOR-8, LESSOR-9 and LESSOR-10 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.

**Description of Property** 

Super Built-up Area of 19,000 sft. in the Basement (325 sft.), Ground Floor (3,775 sft.), First Floor (7,450 sft.), and Second Floor (7,450 sft.), in building known as S. M. Modi Commercial Complex, bearing Municipal Nos. 5-4-187/5/15, 16, 17, 18 & 19 situated at Karbala Maidan, Necklace Road, Secunderabad -500 003.

(Referred herein as Scheduled Premises)

| 1. | The LESSORS 1 to 10 has permitted the LESSEE to use the Schedule Premises on lease         |
|----|--|
|    | vide Lease Deed dated February 2006 which is registered as document no.                    |
|    | in the Office of the Sub-Registrar, Secunderabad and General Amenities                     |
|    | Agreement dated February 2006 which is registered as document no                           |
|    | in the Office of Sub-Registrar, Secunderabad, on the terms and conditions set out therein. |

2. The LESSORS 1 to 10 further and in continuation of the terms and conditions of the lease set out in above two referred agreements has asked the LESSEE to place with them an Interest Free Refundable Security Deposit of Rs. 15,60,000/- (Rupees Fifteen Lakhs Sixty Thousand Only) to be refunded by the LESSORS 1 to 10 to the LESSRE against return of possession of Scheduled Premises at the expiry or sooner determination of the above referred Lease Deed and General Amenities Agreements.

- 3. At the request of the LESSORS 1 to 10 the LESSEE has agreed to place the amount of Interest Free Refundable Security Deposit of Rs. 15,60,000/- (Rupees Fifteen Lakhs Sixty Thousand Only) for due performance of the contract.
- 4. The parties hereto are desirous of recording the above payment and terms of refund of Interest Free Refundable Security Deposit into writing.

## NOW THEREFORE THIS SECURITY DEPOSIT AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The LESSEE agrees to place with the LESSORS 1 to 10 an Interest Free Refundable Security Deposit of Rs. 15,60,000/- (Rupees Fifteen Lakhs Sixty Thousand Only) on or before \_\_\_\_ February 2006. Since there are various LESSORS of the Scheduled Premises the said deposit is to be placed with the respective LESSORS as given herein proportionately.
- 2. The LESSEE in pursuance of the above agreement has placed the above said Security Deposit of Rs. 15,60,000/- (Rupees Fifteen Lakhs Sixty Thousand Only) as detailed herein.

|             | Name Of The Lessor           |        | Amount Of Deposit<br>(Rs.) |
|-------------|------------------------------|--------|----------------------------|
| LESSOR -1   | Shri Valmick K. Desai (HUF)  |        | 82,105.00                  |
| LESSOR – 2  | Shri Vinod K. Desai (HUF)    |        | 82,105.00                  |
| LESSOR –3   | Shri Subodh K. Desai (HUF)   |        | 82,105.00                  |
| LESSOR – 4  | Shri Mahesh K. Desai (HUF)   |        | 82,105.00                  |
| .LESSOR – 5 | Smt. Swati S. Kadakia        |        | 1,10,047.00                |
| LESSOR – 6  | Shri Sharad J. Kadakia       |        | 3,11,615.00                |
| LESSOR – 7  | Shri Rajesh J. Kadakia       |        | 3,56,262.00                |
| LESSOR – 8  | Smt Kokilaben J Kadakia      |        | 1,66,843.00                |
| LESSOR – 9  | Shri Sharad J. Kadakia (HUF) |        | 1,44,773.00                |
| LESSOR - 10 | Shri Rajesh J. Kadakia (HUF) |        | 1,42,039.00                |
|             |                              | TOTAL: | 15,60,000.00               |

- 3. The receipt of the above deposit by the LESSORS 1 to 10 respectively as detailed above is admitted and acknowledged by them and a separate receipt by the respective LESSORS have also been issued to the LESSEE.
- 4. The Lease Deed and General Amenities Agreements referred herein above, inter-alia provides for enchantment of lease rent and General Amenities charges of 6% once in every one (1) year of the last rent paid. It has been agreed between the parties that the Security Deposit shall also be enhanced correspondingly from time to time so as to equal such deposit to Six (6) months' prevailing rent and amenities charges.

5. This Security Deposit agreement shall be renewed along with Lease Deed dated

February 2006 and General Amenities Agreement dated \_\_\_\_\_ February 2006 which are

referred herein after five (5) years, on the same terms and conditions contained herein.

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Kokilalan J. Kadakia

- 6. The LESSORS 1 to 10 shall refund the entire amount of the Security Deposit to the LESSEE simultaneously with the LESSEE surrendering vacant possession of the Scheduled Premises on expiration of the Lease Deed and General Amenities Agreements referred herein above or on earlier termination, as the case may be subject to deduction of dues payable by the LESSEE as a result their use of the Scheduled Premises. The LESSEE shall endeavor to re-instate the Scheduled Premises to its original condition prior to handing over physical possession of the same. The LESSEE shall inform the LESSOR 1 to 10 prior to such handing over of physical possession and shall endeavor to carry out such repairs as the LESSORS may suggest except normal wear and tear. In case the LESSEE fails to carry out such repairs, the LESSORS 1 to 10 can deduct out of the deposit amount cost of such works and repairs required to reinstate the Scheduled Premises to its original conditions.
- 7. In the event of the LESSORS 1 to 10 failing to refund the deposit amount upon LESSEE performing and fulfilling all its obligations, the same shall be refunded along with interest @18% per annum until the entire deposit amount is repaid in full.

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

## **WITNESS:**

For M/s. C. S. R. Hotels Private Limited)

1.

(Sashidhar Reddy), Managing Director.

LESSEE

2.

× Afmen blesai (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

(SIX) Skadedia

(Smt. Swati S. Kadakia) LESSOR - 5

(Shri Sharad J. Kadakia)

LESSOR +

Kadakia)

Kokilaleen J. Kadakia.

(Smt. Kokilaben J. Kadakia) LESSOR - 8

(Shri Sharad J. Kadakia HUF)

LESSOR – 9

POKY

adakia HUF) (Shri Rajesh)