

A. RACHUNATH
SV.L. No: 15/88, R. No: 60/2002
Shed No: 2-12-35. Marredpally
SECUNDERABAD.

# LEASE AGREEMENT

This **LEASE AGREEMENT** is made and executed at Secunderabad on this 07<sup>th</sup> day of February 2004 by and between:

M. C. Modi Educational Trust having its office at 5-4-187/3&4, 3<sup>rd</sup> Floor, Soham Mansion, M.G.Road, Secunderabad-500003, represented by its Trustee Shri. Pramod Modi S/o. Late Shri. Manilal C. Modi hereinafter referred to as the **LESSOR** (which expression shall unless repugnant to the context or meaning thereof shall mean and include its Trustees, successors-in-office/trust) of them of the ONE PART.

# <u>AND</u>

Shri. Ajay C. Mehta S/o. Shri. C. C. Mehta aged 46 years, Occupation:Chartered Accountant, residing at Flat No.203, Chandradhir Apartments, Plot No.8, Avanthi Co-op Society. Balamarai, Secunderabad hereinafter referred to as the **LESSEE** (which term and expression wherever the context so admits shall mean and include his legal, representatives, successors, administrators, executors and assigns) of the OTHER PART.

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#### WHEREAS

- 1. The **LESSOR** is the absolute owner of the property admeasuring 400 Sq. ft of office space on the second floor of the building known as Soham Mansion, bearing premises no.5-4-187/3&4, situated at M.G. Road, Secunderabad and which is more particularly described at the foot of this document. [Hereinafter referred to as Scheduled Premises].
- 2. The LESSOR has granted lease of the Scheduled Premises to the LESSEE under an Lease Agreement dated:05.04.1999 w.e.f. 01.04.1999 for a period of three years.
- 3. The above referred Lease Agreement has expired on 31.03.2002 but the LESSEE continued to be a LESSOR and has been paying the rents regularly enhanced by 8% at the end of every year. The monthly rent w.e.f 01.04.2003 in accordance with Clause (9) of earlier Lease Agreement dated:05.04.1999 is Rs.3,265/- and rents upto 31.12.2003 has been paid fully.
- 4. The LESSEE is desirous of continuing to be a LESSEE of Scheduled Premises and has requested the LESSOR to grant on Lease the same.
- 5. The LESSOR agreed to give on lease the Scheduled Premises on the terms and conditions contained herein and agreed upon by both the parties.
- 6. The parties hereto are desirous of reducing into writing the terms and conditions of lease agreed upon.

### **NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH AS UNDER:**

KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the rent hereby reserved and the covenants agreed and specified hereunder, the LESSOR doth hereby grant and the LESSEE doth hereby take on lease a portion on the second floor of the building known as Soham Mansion, admeasuring 400 Sq. ft, which is more particularly-described at the foot of this document on the following terms and conditions:

- 1. The LESSEE shall pay a single bullet amount of Rs. 1,90,000/- (Rupees One Lakhs Ninety Thousand only) to the LESSOR which shall be non-refundable under any circumstances. This amount shall bear no interest.
- 2. The LESSEE by virtue of the payment of single bullet amount as stated above, shall pay to the LESSOR a reduced monthly rent of Rs.100/-(Rupees One Hundred Only).
- 3. The Lease shall be for a period of five years, commencing from 1<sup>st</sup> January 2004.
- 4. The LESSEE in pursuance of this agreement has paid an amount of Rs.1,90,000/(Rupees One Lakhs Ninety Thousand Only) by way of Cheque No.211495 dated:06.02.2004 drawn on Dena Bank as required in Clause (1) above and the LESSOR hereby admits and acknowledges the receipt of the same.
- 5. The LESSOR shall not terminate this Lease Agreement before the expiry of a period of five years i.e., upto 31/12/2008 as provided in Clause (3) above.

## THE LESSEE HEREBY COVENANTS AS UNDER:

- 1. The **LESSEE** shall pay the rent regularly for each month on or before the 7<sup>th</sup> day of the every month in advance to the **LESSOR**.
- 2. The LESSEE agrees to pay his proportionate share of maintenance charges to the LESSOR or to any other body/association as directed by the LESSOR every month.
- 3. The Lessee shall pay electricity charges to the APSEB as per meter reading.

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- 4. The LESSEE shall keep the Scheduled Premises in a neat and a habitable condition.
- The LESSEE shall carry out all minor repairs and regular maintenance by way of color wash etc., at his own cost.
- The LESSEE shall utilize the Scheduled Premises for his office and shall not use the same 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 Scheduled Premises.
- 8. The LESSEE shall not sub-let any portion of the premises or transfer the rights under this Lease in favour of anyone without prior written consent of the LESSOR.
- 9. The LESSEE shall permit the LESSOR or anyone authorized by it to inspect the Scheduled Premises at all reasonable hours of the day.
- 10. The **LESSEE** agrees to bear the cost of enhancement, if any, over and above existing
- 11. 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, the LESSOR will refund any deposit paid by the LESSEE to APSEB to the LESSEE at the time of the LESSEE vacating and satisfactorily handing over the premises.
- 12. The LESSEE agrees to place his sign board only on the place specified by the LESSOR.

#### THE LESSOR HEREBY COVENANTS AS UNDER:

- The LESSOR agree not to cause any hindrance to the LESSEE in the enjoyment of the Scheduled Premises provided the LESSEE observes all the covenants without default as specified above.
- The LESSOR agrees to pay the property tax and other taxes pertaining to the Scheduled Premises.
- 3. 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 Scheduled Premises floor on the expiry of the lease or on termination of the lease.

# **DESCRIPTION OF THE SCHEDULED PREMISES**

All that portion on second floor admeasuring 400 Sq. ft, of super built up area of the. building known as Soham Mansion, bearing premises no.5-4-187/3&4, situated at M.G.Road, Secunderabad, bounded on the:

NORTH BY: Vacant Portion Approx. 500 Sq. ft.

**SOUTH BY**: Premises occupied by M/s. Patny Control Pvt Ltd **EAST BY**: Staircase & Premises occupied by M/s. Fyrfo & Co **WEST BY**: Open land belonging to Gurdev Siddha Peeth.

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

WITNESSES:

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