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5-4-76/A, Cellar, Ramgum SECUNDERABAD-500 003

## **LEASE AGREEMENT**

This Lease Agreement executed at Secunderabad on this the 10<sup>th</sup> day of July 2006 by and between:

Smt. Girijabai Modi Charitable Trust, having its office at 5-4-187/3&4, III Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Trustec Shri. Pramod Modi, S/o. Shri. Manilal C. Modi residing at 1-8-165, P. G. Road, Secunderabad – 500 003, hereinafter referred to as the LESSOR (which term shall mean and include whenever the context may so require his successor-in-interest).

#### **AND**

Mr. M. A. Razack, S/o. M. A. Rehman, aged about 42 years, residing at 2-3-397, 'C' Block, Nallagutta, Ramgopalpet, Secunderabad – 500 003, hereinafter referred to as the LESSEE (which term shall mean and include whenever the context may so require its successors-in-interest).

successors-in-interest).

For COTTON CLUB

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WHEREAS the LESSOR is the absolute owner of the office space situated on the ground floor, of the building known as Modi House, bearing no. 1-10-72/2/3, situated at Begumpet Main Road, Hyderabad - 500 016, having a super-built area of about 310 sft. The LESSEE has requested the LESSOR to grant on lease the office space 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 convenants agreed specified hereunder the LESSOR doth hereby grant and the LESSEE doth hereby taken on lease the office space situated on the ground floor, of the building known as Modi House, bearing no. 1-10-72/2/3, situated at Begumpet Main Road, Hyderabad - 500 016, having a super-built area of about 310 sft. more particularly described at the foot of this document, on the following terms and conditions.

- 1. The LESSEE shall pay a rent of Rs. 7,750/- (Rupees Seven Thousand Seven Hundred and Fifty Only) per month exclusive of Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder.
- 2. The LESSEE has paid an amount of Rs. 72,000/- (Rupees Seventy Two Thousand 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 (5) five years commencing from 1<sup>st</sup> April 2006. This agreement of lease between the said LESSOR and the said LESSEE can be terminated by the LESSEE with an advance notice of six months.
- 4. The LESSOR and the LESSEE hereby undertake to execute a regular lease deed as 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 per each month on or before the 7<sup>th</sup> day of the succeeding month to the LESSOR.
- The LESSEE shall pay and bear the electricity consumption charges including any additional consumption deposit that may be levied from time to time apart from the
- 3. The LESSEE shall keep the demised portion in a neat and habitable condition.
- 4. The LESSEE shall carry out all minor repairs and regular maintenance by way of colour wash etc, at its own cost.
- 5. The LESSEE shall utilize the demised portion for its office including its associated companies in the group but shall not use the said portion for residence or any illegal activity.
- 6. The LESSEE shall not sub-let any portion of the premises or transfer the rights under the lease in favour of anyone.
- 7. The LESSEE shall enhance the rent by 5% at the end of every year on the then existing rent.
- 8. The LESSEE shall permit the LESSOR or anyone authorised by it to inspect the demised portion at all reasonable hours of the day.

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#### THE LESSOR HEREBY COVENANTS AS UNDER:-

- 1. The **LESSOR** shall pay the property taxes pertaining to the leased premises.
- 2. The **LESSOR** agrees not to cause any hindrance to the **LESSEE** in the enjoyment of the demised portion provided the **LESSEE** observes all the covenants without defaults as specified above.
- 3. The **LESSOR** agrees 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 floor on the expiry of the lease or on termination of the lease.

### **DESCRIPTION OF THE DEMISED PORTION.**

All that portion consisting of the office space situated on the ground floor, of the building known as Modi House, bearing no. 1-10-72/2/3, situated at Begumpet Main Road, Hyderabad – 500 016, having a super-built area of about 310 sft. bounded by

North by	Begumpet Main Road
South by	Neighbour's Building
East by	Fly Machine Shop
West by	Haute Cotton

In witness whereof the **LESSEE** and the **LESSOR** have signed these presents on the date and at the place mentioned above.

**WITNESSES:** 

1.

For COTTON CLUB

LESSEE

**LESSOR** 

2.

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

# GENERAL AMENITIES AGREEMENT

This General Amenities Agreement executed at Secunderabad on this the 10<sup>th</sup> day of July 2006 by and between:

Smt. Girijabai Modi Charitable Trust, having its office at 5-4-187/3&4, III Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Trustee Shri. Pramod Modi, S/o. Shri. Manilal C. Modi residing at 1-8-165, P. G. Road, Secunderabad – 500 003, hereinafter referred to as the OWNER (which term shall mean and include whenever the context may so require its successor-in-interest).

#### **AND**

Mr. M. A. Razack, S/o. M. A. Rehman, aged about 42 years, residing at 2-3-397, 'C' Block, Nallagutta, Ramgopalpet, Secunderabad – 500 003, hereinafter referred to as the HIREE (which term shall mean and include whenever the context may so require its successors-in-interest).

William MooiCharitable Trust

For COTTON CLUB

#### WITNESSETH

The HIREE has obtained on lease vide Lease Agreement dated 10<sup>th</sup> July 2006 the office space situated on the ground floor, of the building known as Modi House, bearing no. 1-10-72/2/3, situated at Begumpet Main Road, Hyderabad – 500 016, having a superbuilt area of about 310 sft. from the OWNER. At the request of the HIREE, the owner has agreed to provide amenities to the HIREE more fully described in the schedule. The HIREE has agreed to pay amenities charges for the said amenities apart from the rent payable to the OWNER.

### **NOW THIS DEED WITNESSETH AS UNDER**

- 1. The HIREE shall pay amenities charges of Rs. 7,750/- (Rupees Seven Thousand Seven Hundred and Fifty Only) per month apart from and along with the rent payable, subject to the clause pertaining to the enhancement of the amenities charges given hereunder.
- 2. The **HIREE** shall enhance the amenity charges by 5% at the end of every year on the then existing amenity charges.
- 3. The **HIREE** shall pay the amenities charges for each month on or before the 7<sup>th</sup> day of the succeeding month to the owner.
- 4. The **HIREE** shall not be entitled to surrender the usage of amenities as long as the tenancy is subsisting.
- 5. Any default in the payment of amenity charges shall be deemed to be a breach of the convenants of tenancy and the **OWNER** shall be entitled to determine the lease and the **HIREE** shall give vacant possession of the tenancy.

#### PARTICULARS OF AMENITIES.

- 1. Maintenance of common areas.
- 2. Provision of common area lighting.
- 3. Provision of security for building.
- 4. Provision of windows and doors.
- 5. Provision of toilet.
- 6. Provision of electric power connection.
- 7. Provision of common parking for cars & scooters.

IN WITNESS WHEREOF the **HIREE** and the **OWNER** have signed these presents on the date and at the place mentioned above.

#### WITNESSES:

1.

2.

OWNER

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