

5-2-30, Premavethipet (V), Rajendranagar (M), R.R. Dist.

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### LEASE AGREEMENT

This Lease Agreement executed at Secunderabad on this the 7th day of February 2011 by and between:

Mrs. Tejal Modi, aged 40 years, R/o. Plot No.280, Jubilee Hills, Hyderabad, and having her office at Door No.5-4-187/3 & 4, Soham Mansion, M.G.Road, Secunderabad. 500 003, herein after referred to as the LESSOR.

#### **AND**

Mr. Shiva Mani Tripathi, S/o Jag Mohan Tripathi, aged about 39 years, R/o. 4093, Sobha Dahlia, Greenglean Layout, Bellandur, Near Marathahalli, Sarajapur ORR, Bangalore- 560 103, herein after referred to as the LESSEE.





The terms **LESSOR** and **LESSE** shall mean and include whenever the context may so require its successors-in-interest.

- A. WHEREAS the **LESSOR** is the absolute owner of the 3 bedroom Duplex house situated in the Silver Oak Bungalows bearing no. 211, situated at Cherlapally, having an area of about 256 sq.yds of land and 1,556 sft built up area. The **LESSEE** has requested the **LESSOR** to grant on lease the said house and the **LESSOR** agreed to give on lease on the terms and conditions specified as hereunder:
- B. Know all men by these presents that in pursuance of the rent hereby reserved and the covenants agreed specified hereunder the **LESSOR** doth hereby grant and the **LESSEE** doth hereby taken on lease the 3 bedroom house situated at Cherlapally, of Silver Oak Bungalows, bearing no.211situated in SOB Phase II having an area of about 256 sq.yds of land and 1,556 sft built up area more particularly described at the foot of this document, on the following terms and conditions.

## NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS

- 1. The LESSEE shall pay a rent of Rs. 7,800/- (Rupees Seven thousand eight hundred only) per month exclusive of water & electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder.
- 2. The LESSEE shall pay an amount of Rs. 23,400/- (Rupees Two three thousand four hundred 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. The LESSEE shall not be entitled to adjust the arrears of rent or other charges against the security deposit at the time of vacating the premises or at any other time.
- 3. The lease shall be for a period of 3 years commencing from 7<sup>th</sup> day of February, 2011. This agreement of lease between the said **LESSOR** and the said **LESSEE** can be terminated by the **LESSEE** with an advance notice of three months. However, the **LESSEE** shall not be entitled to terminate the lease in the middle of the English calendar month.
- 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.
- 6. 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**.
- 7. The **LESSEE** shall pay and bear the water & electricity consumption charges including any additional consumption deposit that may be levied from time to time, apart from the rent.

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- 8. The **LESSEE** shall pay maintenance charges amounting to Rs. 1200/(Rupees One thousand two hundred Only) per month to the **LESSOR**, or to
  any other party that the owner may direct, towards the maintenance of
  common areas, common area security, water charges, etc. subject to increase
  from time to time.
- 9. The **LESSEE** shall keep the demised portion in a neat and habitable condition.
- 10. The **LESSEE** shall carry out all minor repairs and regular maintenance by way of colour wash etc, at its own cost.
- 11. The **LESSEE** shall utilize the demised portion for residential purposes only but shall not use the said portion for commercial or any illegal activity.
- 12. The **LESSEE** shall not sub-let any portion of the premises or transfer the rights under the lease in favour of anyone.
- 13. The **LESSEE** shall enhance the rent by 6% at the end of every year on the then existing rent.
- 14. The LESSEE shall permit the LESSOR or anyone authorised by it to inspect the demised portion at all reasonable hours of the day.
- 15. The **LESSEE** shall be liable to pay all taxes, levies, charges like VAT, service tax, etc., that are payable or shall become payable to any government or statutorily authority from time to time as applicable.
- 16. The LESSOR shall pay the property taxes pertaining to the leased premises.
- 17. 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.
- 18. 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.

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# **DESCRIPTION OF THE DEMISED PORTION**

All that the Duplex Bungalow consisting of the 3 bedroom house situated in the project known as Silver Oak Bungalow Project, Phase II, bearing No.211, situated at Cherlapally, admeasuring about 256 sq.yds of land and 1,556 sft of built up area bounded by:

North By

Bungalow No.212

South By

Open Plot Open Road

East By West By

Bungalow No.220

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

### **WITNESSES:**

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LESSOR