

Reg.S. No.6 26 Date 16/2 2018 Rs. 600 Chandmal Totla of M. SANJEVA REDI Govt Licenced Stamp Ven Sold to Ravi terman Totla sto Chandmal Totla of Licence No. 16-07-006 of 1 R Licence No. 16-07-003 of 2 No. 5-2-436/A, Risala Abdu

# **LEASE AGREEMENT**

This Lease Agreement is made and executed as the 16<sup>th</sup> day of February, 2018 at Hyderabad, by and between:

Mr. SHABUDDIN CHAMDIA S/o. JUSABALI CHAMDIA, aged about 53 years, Ogcupation: Business, R/o. B-3, Flat No. 4, H.No. 5-8-512/517, Poonam Apartments, Chirag Ali Lane, Hyderabad-500001, Telangana State.

(Hereinafter referred to as the "LESSOR" of the First Part)

# <u>AND</u>

RAVI KUMAR TOTLA HUF Represented by its Karta Sri. RAVI KUMAR TOTLA S/o. CHANDMAL TOTLA, aged about 42 years, Occ: Business, R/o. H.No. 3-5-45/A, Ramkote, Hyderabad-500001, Telangana State.

(Hereinafter referred to as the "LESSEE" of the Second Part)

(The expression "LESSOR" and "LESSEE" shall, unless repugnant to the context, including their respective heirs, legal representative, successors and assignees etc.)

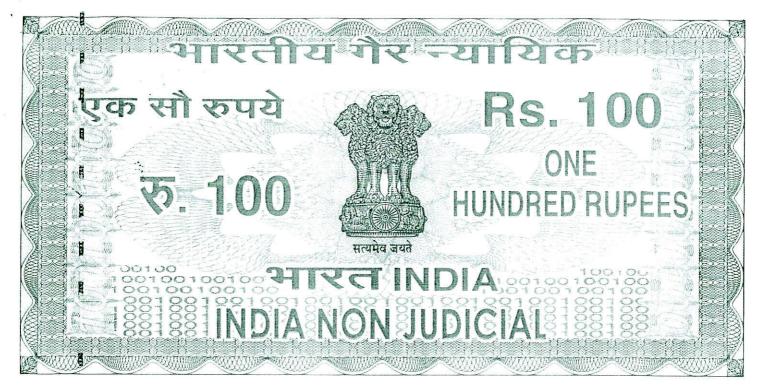
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N.S. Road, Hyd. T.S. Ph: 24615

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Reg.S. No. 2627 Date 6 ofla 86 Chambral Totla M. SANJEEVA REDDY

Kumar Totla

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Govt. Licenced Stamp Vendor S V. Licence No. 16-07-006 of 1998 R. Licence No. 16-07-003 of 2016 No. 5-2-436/A, Risala Abdulla

N.S. Road, Hyd, T.S. Ph: 24615453

# WHEREAS

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<sub>B</sub>(A) The LESSOR is the sole tenant of a building complex bearing the name METHODIST COMPLEX (the said building) situated at 5-9-189/90, Chirag Ali Lane, Abids, Hyderabad having got its rights of tenancy under an agreement, Dated 01st April, 2010 from Mrs. KAMINI SHYAM ABHICHANDANI W/o. SHYAM P. ABHICHANDANI, who got its rights from the Modi Enterprises (Owned by Modi Builders Methodist Complex) who have got its rights from the Methodist Church in India, (Owners) the owners of the land on which the building is constructed, vide registered documents No. 686/90, with the registrar of Hyderabad dated 19-04-88.

Under the said agreement, the lessor had the right to transfer its rights of choice on such terms and conditions it may deem fit and proper without requiring the giving of a notice to the owners or taking their B permission to do so. tenancy in the whole or any part of the building to 1 any persons of their

The Lessee was desirous of taking on lease a part of the said building and the Lessor hereto agreed to do so for consideration and on the following terms and conditions.

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#### WITNESSETH:

- The Lessor has leased out and the lessee has taken on lease premises bearing Shop No. 24 (Twenty Four) measuring about 250 Sft of built up area (\_\_\_\_\_\_ Sq. Feet. of super built up area) and described in detail in the schedule hereto, hereafter referred to as the leased premises.
- 2. The lease shall commence from 01-02-2018.
- 3. The Lessee shall pay to the M/s. Modi Enterprises, throughout the lease period by the way of consideration of the lease an amount of Rs. 249/- (Rupees Two Hundred Forty Nine only) per month for the leased premises.
- 4. The Lessee shall be for a period of 5 years, renewable at the option of the lessee every five years at an increase in rent of 20% on the then existing rent, other terms remaining unaltered. In case the lessee does not intimate his decision to terminate this contract in writing six (6) months before the expiry of the said period, the lease shall be deemed to have been automatically renewed at the terms and conditions mentioned herein.
- 5. The lessee shall make with lessor a total security deposit of Rs. 7,00,000/-(Rupees Seven Lakhs only) by way cheques, the details of cheques are as follows:

Bank	Ch. No.	Date	Amount
DCB Bank Ltd	002514	16.02.2018	Rs. 7,00,000/-

- 6. The Lessee shall use the premises for lawful commercial purpose only.
- 7. Besides the above mentioned rent payable the lessee shall be liable to bear and pay all taxes, fees, charges consequential and all other amounts that may be raised, levied, paid or payable to the Municipal corporation of Hyderabad or any other body, authority, government, semi-government or otherwise. The same shall be paid directly to the corporation etc., in respect of the leased premises only.
- 8. The lease amount shall be paid by the lessee before the 5<sup>th</sup> day of every calendar month in advance to the lessor or his authorized agent.
- 9. The Lessee shall permit the lessor and/or his agents to enter upon the property for inspection and examination of the state and condition thereof.

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- 10. The Lessee shall be liable to keep the property in proper state and condition and shall not have any right to alter or amend the present structures, shape and condition of the property in a manner that may adversely affect the construction of the entire building or other occupies of the said building, but is entitled to make additions or alterations of flooring which do not alter or amend the present structure, shape and condition of the property in a manner that may adversely effect the construction of the entire building or other occupiers of the said building.
- 11. The lessee shall be liable to bear any pay the following:
  - a. Repairs to the property
  - b. License and other fees
  - c. Electricity charges
  - d. Proportionate cost of all electrical installations like transformer, meters, generators, panel boards etc., @ Rs. 35/- per Sft. of super built up area.
  - e. Maintenance charges @ Rs. 3.00 per Sft super built up area in advance per month (subject to increase from time to time as intimated by the lessor). In case the above cited payments are delayed the lessee shall be liable to pay interest at the rate of 30% per annum. On all such delayed payments.
- 12. In the event of the LESSEE committing default in any payment or committing a breach or breaches of any other terms and conditions, the Lessor shall send a reminder to the lessee to rectify the default within 15 days, failing which the lessor shall be entitled to determine the lease by giving 15 days notice to the lessee whether such non-payment or breaches take place within the agreed period of lease or otherwise.
- 13. The lessee shall pay all stamp duty, registration charges and other charges, expenses etc., that may be incurred, of any with respect to this agreement and also such other deeds and documents that may have to be executed, or other acts and things that may have to be done in future in this regard.
- 14. The lessee shall not do any business connected with liquor, or serve liquor, on the premises.
- 15. The lessee shall be entitled to put up name boards relating to their business or profession only at the space designated by the Lessor for these purpose and shall not put any sign boards on the exterior of the building.
- 16. The Lessee shall be entitled to use common services of the building including the lift, staircase. The lessee shall be liable to maintain the common areas in good and decent condition, not to throw dirt or refuse therein and help maintain the building in good working atmosphere.



- 17. Subject to the fulfillment of all their obligations stated herein the, lessee shall be entitled to assign, transfer, sub-let and / or give on leave and license (including succession on death), their rights stated herein, on such terms and conditions as they deem fit to any person, so however that such transferee shall also be bound by the terms and conditions hereof. For doing this, no further concern of the lessor or the owners shall be needed.
- 18. The transferees / assignees of the lessee as mentioned above shall have the same rights and obligations as the lessee has mentioned herein.
- 19. The Lessor shall have the right to carry on further construction on or in the said building as also any extension or annexe thereto as and when they so desire and the lessee shall not object or create hindrance and shall extend all co-operation to the lessor thereof.
- 20. This agreement shall be subject to the jurisdiction of the courts at Hyderabad only.
- 21. If the lessee has fulfilled all his obligations stated herein, and continues to do so in future, the lessor neither shall nor terminate the lease.
- 22. In the event of cancellation of the tenancy agreement within the owners and lessor, the lessee performing this obligations stated herein, this agreement shall continue to be in force and the lessee shall have the right to enjoy the premises they contracted and in such as event, their obligations will be towards the church, the landlord/owner.

### **SCHEDULE OF THE PROPERTY**

All that shop No. 24 (Twenty Four) in the METHODIST COMPLEX, 5-4-189/190, Abids, Hyderabad as measuring about 250 Sq. Ft., of the super built up area and bounded by:

NORTH

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Shop No. 12

SOUTH

Common Passage

**EAST** 

:: Shop No. 23

**EAST** 

Common Passage

Sharing . S. chamadia (Sharina)

**LESSEE** 





S.L.NO: 0010083 DATE: 08/03/96 RS: 100

PURCHASER: V SREENIVASAN S/O V V CHARY

BOLARUM

FOR WHOM : M/S MODI BUILDERS; HYD.

ద్రాలిస్ట్రాలు పర్మమేశకులు మరియు ఎక్స్-ఆఫీషియో స్టాలను వెండరు ఇ. స్ట్రా కార్యాలయము, క. ఇ. జ. కార్యాలయము, హైదరాఖాడు.

### LEASE AGREEMENT

This agreement is executed on this the 14th March 1996 at Hyderabad by and between:

MODI ENTERPRISES (owned by MODI BUILDERS METHODIST COMPLEX) a partnership firm, having its office at 1-10-72/2/3, Begumpet, Hyderabad and represented by its partners Shri Satish Modi & Shri Suresh Bajaj.

hereinafter referred to as the LESSOR of the First Part.

#### AND

Mrs. KAMINI SHYAM ABICHANDANI, W/o Shri Shyam P. Abichandani, aged (56) years, resident of House No.5-9-22/1/3/1, Nanki Mansion, Hill Fort Road, Hyderabad.

hereinafter referred to as the LESSEE of the Second Part

The expressions LESSOR and LESSEE shall, unless repugnant to the context, include their respective heirs, legal representatives, successors and assignees.

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#### WHEREAS:

- (A) The LESSOR is the sole tenant of a building complex bearing the name METHODIST COMPLEX (the said building) situated at 5-9-189/90, Chirag Ali Lane, Abids, Hyderabad having got its rights of tenancy under and agreement, registered as document No.686/90 on 19.04.88 with the Registrar of Hyderabad, from the Methodist Church in India, (Owners) the owners of the land on which the building is constructed.
- (B) Under the said agreement, the lessor has the right to transfer its rights of tenancy in the whole or any part of the building to any persons of their choice on such terms and conditions as it may deem fit and proper without requiring the giving of a notice to the Owners or taking their permission to do so;
- (C) The lessee was desirous of taking on lease a part of the said building and the lessor hereto agreed to do so for consideration and on the following terms and conditions.

#### WITNESSETH:

- 1. The lessor has leased out and the lessee has taken on lease the premises bearing Shop No.24 (Twenty Four) on the UPPER GROUND FLOOR in the said building admeasuring about 250 sq.ft. of built up area, and described in detail in the schedule hereto, hereafter referred to as the leased premises.
- 2. The lease shall commence from 1st September 1994.
- 3. The lessee shall pay to the lessor throughout the lease period by way of consideration of the lease an amount of Rs.100/- (Rupees one hundred only) per month for the leased premises.
- 4. The lease shall be for a period of five years renewable at the option of the lessee every five years at an increase in rent of 20% on the then existing rent, other terms remaining unaltered. In case the lesseedoes not intimate his decision to terminate this contract in writing six months before the expiry of the said period, the lease shall be deemed to have been automatically renewed at the terms and conditions mentioned herein.
- 5. The lessee has made with the lessor a total security deposit of Rs.1,95,000/- (Rupees one lac ninty five thousand only).
- (A) Rs. 80,000/- (Rupees eighty thousand only) vide Cheque No.889689 on New Bank of India, Bank Street, Hyderabad, dated 10-12-1992.

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- (B) Rs.40,000/- (Rupees fourty thousand only) vide Cheque No.889690 on New Bank of India, Bank Street, Hyderabad, dated 04-02-1993.
- (C) Rs.50,000/- (Rupees fifty thousand only) vide Cheque No.889691 on New Bank of India, Bank Street, Hyderabad, dated 03-03-1993.
- (D) Rs.25,000/- (Rupees twenty five thousand only) vide Cheque No.889694 on New Bank of India, Bank Street, Hyderabad, dated 22-05-1993.

This deposit shall not carry any interest under any circumstances wheresoever. This deposit may be retained by the lessor and shall be refunded without any interest or accretion whatsoever to the lessee on the termination of this lease and on the lessee delivering to the lessor or its nominee/s vacant possession of the leased premises in its original state and in no other circumstances. This clause is to be consructed strictly.

- 6. The lessee shall use the premises for lawful commercial purposes only.
- 7. Besides the above mentioned rent payable the lessee shall be liable to bear and pay all taxes, fees, charges consequential and all other amounts that may be raised, levied, paid or payable to the Municipal Corporation of Hyderabad, or any other body, authority, government, semi-government or otherwise. The same shall be paid directly to the Corporation etc., or to the lessor, if it so desires, who shall pay the consolidated sums to the Corporation etc., in respect of the leased premises only.
- 8. The lease amount shall be paid by the lessee before the fifth day of each calender month in advance to the lessor or his authorised agent.
- 9. The lessee shall permit the lessor and/or his agents to enter upon the property for inspection and examination of the state and condition thereof.
- 10. The lessee shall be liable to keep the property in proper state and condition and shall not have any right to alter or amend the present structures, shape and condition of the property in a manner that may adversely effect the construction of the entire building or other occupiers of the said building, but is entitled to make such additions or alterations of flooring which do not alter or amend the present structures, shape and condition of the property in a manner that may adversely effect the construction of the entire building or other occupiers of the said building.
- 11. The lessee shall be liable to bear and pay the following:
- a) repairs to the property
- b) licence and other fees
- c) electricity charges
- d) proportionate cost of all electrical installations like transformer, meters, generators, panel boards etc., @ Rs.28/Sft. of super built up area.
- e) proportionate insurance charges for the insurance of the building.

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- f) maintenance charges @ Rs.0.75/sft. of built-up area in advance per month (subject to increase from time to time). In case the above cited payments are delayed the lessee shall be liable to pay interest at the rate of 30% p.a. on all such delayed payments.
- 12. In the event of the LESSEE committing default in any payment or committing a breach or breaches of any other terms and conditions, the LESSOR shall send a reminder to the LESSEE to rectify the default within 15 days, failing which the LESSOR shall be entitled to determine the lease by giving 15 days notice to the LESSEE whether such nonpayment or breaches take place within the agreed period of lease or otherwise.
- 13. The lessee shall pay all stamp duty, registration charges and other charges, expenses etc., that may be incurred, if any with respect to this agreement and also such other deeds and documents that may have to be executed, or other acts and things that may have to be done in future in this regard.
- 14. The lessee shall not do any business connected with liquor, or serveliquor, on the premises.
- 15. The lessee shall be entitled to put up name boards relating to their business or profession only at the spaces designated by the lessor for these purposes and shall not put any sign boards on the exterior of the building.
- 16. The lessee shall be entitled to use the common services of the building including the lifts, staircases. The lessee shall be liable to maintain the common areas in good and decent condition, not to throw dirt or refuse therein and help maintain the building in good working atmosphere.
- 17. Subject to the fulfilment of all their obligations stated herein the, lessee shall be entitled to assign, transfer, sub-let, and/or give on leave and licence (including succession on death), their rights stated herein, on such terms and conditions as they deem fit to any person, so however that such transferee shall also be bound by the terms and conditions hereof. For doing this, no further consent of the lessor or the owners shall be needed.
- 18. The transferees/assignees of the lessee as mentioned above shall have the same rights and obligations as the lessee has mentioned herein.
- 19. The lessor shall have the right to carry on further construction on or in the said building as also any extension or annexe thereto as and when they so desire and the lessee shall not object or create hindrance and shall extend all co-operation to the lessor thereof.
- 20. This agreement shall be subject to the jurisdiction of the Courts at Hyderabad only.

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- 21. If the lessee has fulfilled all his obligations stated herein, and continues to do so in future, the lessor shall not terminate the lease.
- 22. In the event of cancellation of the tenancy agreement between the Owners and the Lessor, the Lessee performing his obligations stated herein, this agreement shall continue to be in force and the Lessee shall have the right to enjoy the premises they have contracted and in such as event, their obligations will be towards the Church, the Landlord/Owner.

## SCHEDULE OF THE PROPERTY

All that shop No.24 (Twenty Four) on the UPPER GROUND FLOOR in the METHODIST COMPLEX, ABIDS, HYDERABAD admeasuring about 250 sq.ft., of built up area and bounded by:

North : Shop No.12
South : Common Passage
East : Shop No.23
West : Common passage

WITNESSES

Address

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Address:

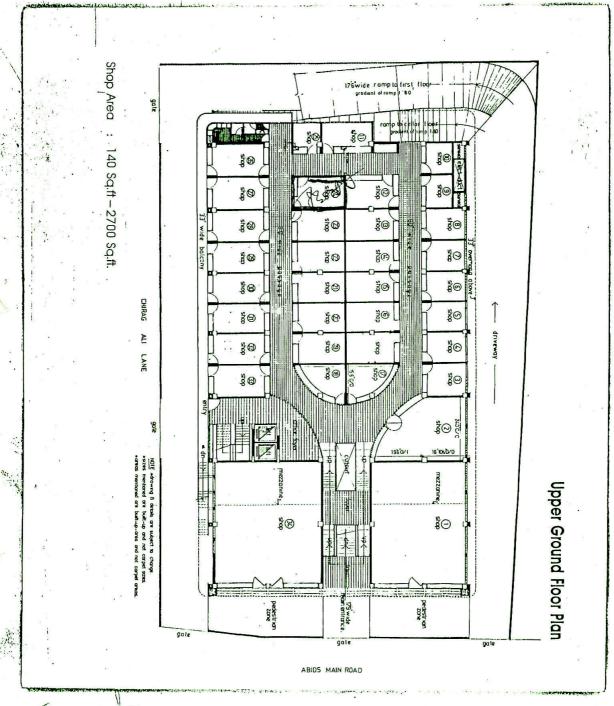
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