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LEASE DEED

This agreement is executed on this 9th day of April 2001, at Hyderabad by and between:

Mr. Sanjay R Kadakia (HUF), represented by its Karta Shri Sanjay R. Kadakia, aged 38 years, S/o. Rajanikant Kadakia, R/o. 3rd Floor, 32C, Grand Paradi Apartments, August Kranti Marg, Kemps Corner, Bombay –400 036, hereinafter referred to as the "LESSOR" of the First Part.

AND

Mr. Manjeet Singh Bagga, Son of Late Shri Nand Singh Bagga, aged 42 years, resident of H. No. 3-5-77, Rajmohalla, Kachiguda, Hyderabad, hereinafter referred to as the "LESSEE" of the Second Part.

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

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WHEREAS

- A. M/s. Modi Enterprises (Wholly owned by Modi Builders Methodist Complex) is the sole tenant of a building complex bearing the name METHODIST COMPLEX (the said building) situated at 5-9-189/190, Chirag Ali Lane, Abids, Hyderabad having got its rights of tenancy under an Agreement, Registered as Document No. 686/90 on 25/3/88 with the Registrar of Hyderabad, from Methodist Church in India, (Owners) the Owners of the land on which the building is constructed.
- B. The LESSOR has taken on lease from Modi Builders Methodist Complex, Shop No. 26 on the upper ground floor of the said building, admeasuring about 525 sft of super-built-up area (said premises) vide lease deed registered as document No. 2091/1995 on 04/05/1995 with the registrar of Hyderabad.
- C. Under the said agreement, the **LESSOR** has the right to transfer its rights of tenancy in the whole or any part of the said premises to any person 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/Modi Enterprises or taking their permission to do so.
- D. The LESSEE was desirous of taking on lease of the said premises 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 take on lease the premises bearing, 5-9-189/90, Methodist Complex, Shop No. 26, on the upper ground floor in the said building admeasuring about 525 sq. ft. 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 01st April 2001.
- The LESSEE shall pay to the LESSOR throughout the lease period by way of
 consideration of the lease an amount of Rs. 144/- (Rupees One Hundred and Forty Four
 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 by 20% on the existing rent, other terms remaining unaltered. In case the LESSEE does 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 shall make with the LESSOR a total security deposit of Rs. 7,75,000/-(Rupees Seven Lakhs Seventy Five Thousand Only). This deposit shall not carry any interest under any circumstances whatsoever. 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 construed strictly.
- 6. The LESSEE shall use the premises for lawful commercial purposes.

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7. Besides the above mentioned rent payable the LESSEE shall be liable to bear and pay all taxes, cess, 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 etc., 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. At present the property tax is Rs. 7,350/- per annum.

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- 8. The lease amount shall be paid by the LESSEE before the fifth day of each succeeding calendar month in advance to the LESSOR or his authorised agent.
- 9. The LESSEE shall be permit the LESSOR and/or his agents to enter upon 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 affect the construction of the entire building or other occupiers of the said building, but is entitled to make such additions or alterations or 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.
- e) Proportionate insurance charges for the insurance of the building.
- f) Maintenance charges @ Rs. 1.50 per 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 24% 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 45 days, failing which the LESSOR shall be entitled to terminate the lease by giving 30 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, 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 serve liquor, on the premises.
- 15. The LESSEE shall be entitled to put name boards relating to their business or profession only at the spaces designated by the LESSOR for these purposes.
- 16. The LESSEE shall be entitled to use the common services of the building including the lift and 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 consent of the LESSOR or the owners shall be needed. Narforthi

- 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 and also any extension or annex thereto as and when they so desire and the LESSEE shall not object or create hindrance and shall extend full 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 shall not terminate the lease.
- 22. In the event of cancellation of the tenancy agreement between the owners and Modi Builders Methodist Complex, 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 an event, their obligations will be towards the Church, the Landlord/Owner.
- 23. Since the lease contemplated by this deed is a long term arrangement, and for the purposes of stamp duty and registration cost, this deed may be deemed to be for period of 20 years and shall be renewed on the same terms and conditions, including this renewal clause.
- 24. The value of the above property is about Rs. 1,84,000/- (Rupees One Lakh Eighty Four Thousand Only) for the purpose of registration.

SCHEDULE OF THE PROPERTY

All that Shop No. 26, on the upper ground floor in the METHODIST COMPLEX, bearing MCH No. 5-1-189/190, Abids Road, Hyderabad, admeasuring about 525 sq. ft., of superbuilt-up area and bounded by:

NORTH BY:	Common Passage
SOUTH BY:	Chiragali Lane
EAST BY:	Shop No. 27
WEST BY:	Common Toilets

WITNESSES.

LESSOR

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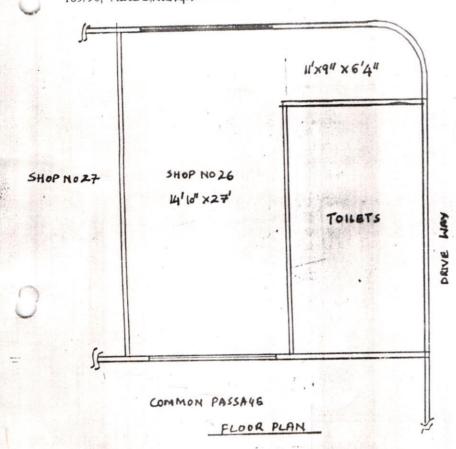
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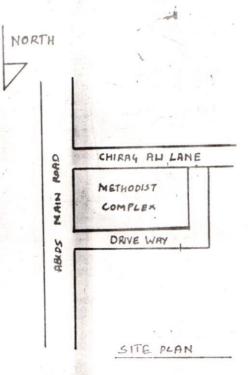


9/4/20 20.10 Sold Sanjay R. Mudilen, Sio. Rajleonti Kadries

STAMP VENDOR L. No. 13/97 R No. 12/2000 5 4-76/A. Celler.

PLAN OF SHOP NO. 26 ON THE UPPER GROUND FLOOR, METHODIST COMPLEX, BEARING MCH NOYS BOOM, 189/90, ABIDSH HADERABADE





Lessor

: Mr. Sanjay R Kadakia (HUF)

Lessee

: Mr. Manjeet Singh Bagga

Boundaries:-

North : Passage

Chirag Ali Lane South East Shop No. 27

: Common Toilets. West

Witness:

LESSOR May this