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

Mrs. Saira Amin Ali Bhimani, W/o. Shri Amin Ali Bhimani, aged ____ years, resident of H. No. 5-7-367, New Agapura, Hyderabad - 500 001, 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.



Sent M. V. Vederler Sent M. V. Vederler Sent Senior

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

- 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
- 3. 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.
- 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.

- 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.
- 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 breachor 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.

Schedule 'B' Schedule of Apartment

All that portion forming apartment No. 213 on the second floor, in Block A, admeasuring 700 sft. of super built up area together with proportionate undivided share of land to the extent of 28 sq. yards and a reserved Scooter parking space in Block A admeasuring about 15 sft., forming part of the group of residential apartments collectively named as Mayflower Park situated at Mallapur Village, Uppal Revenue Mandal, Kapra Municipality, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

North By:	Jogging Track	
South By:	Cut-Out	
East By:	Flat No. 214	
West By:	4' wide passage	

Schedule 'C' **Specification of Construction**

Structure	RCC.
Walls	Hallow Blocks/table brick with two coats sponge finish.
Flooring	Gray Mosaic tiles.
Windows	Aluminum.
Doors	Molded MS frames with flush doors.
Toilets	Ceramic 4 ft dado, standard sanitary and CP fittings.
Kitchen	Stone/Ceramic kitchen platform with stainless steel sink.
Painting	Cement paint on exterior, OBD on interior walls, enamel on doors.
Electrical	Concealed copper/Aluminum wiring.
Plumbing	GI/PVC pipes.
Water Supply	Water supply through borewell & Municipal water connection.
Lifts	One 8 passenger lift for each block.

IN WITNESS WHEREOF the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witness:

1. dfme 2. x. Sisiela

For Modi Properties & Investments Pvt. Ltd.

BUILDER

BUYER

O X G Wilson

O Ca Regarman