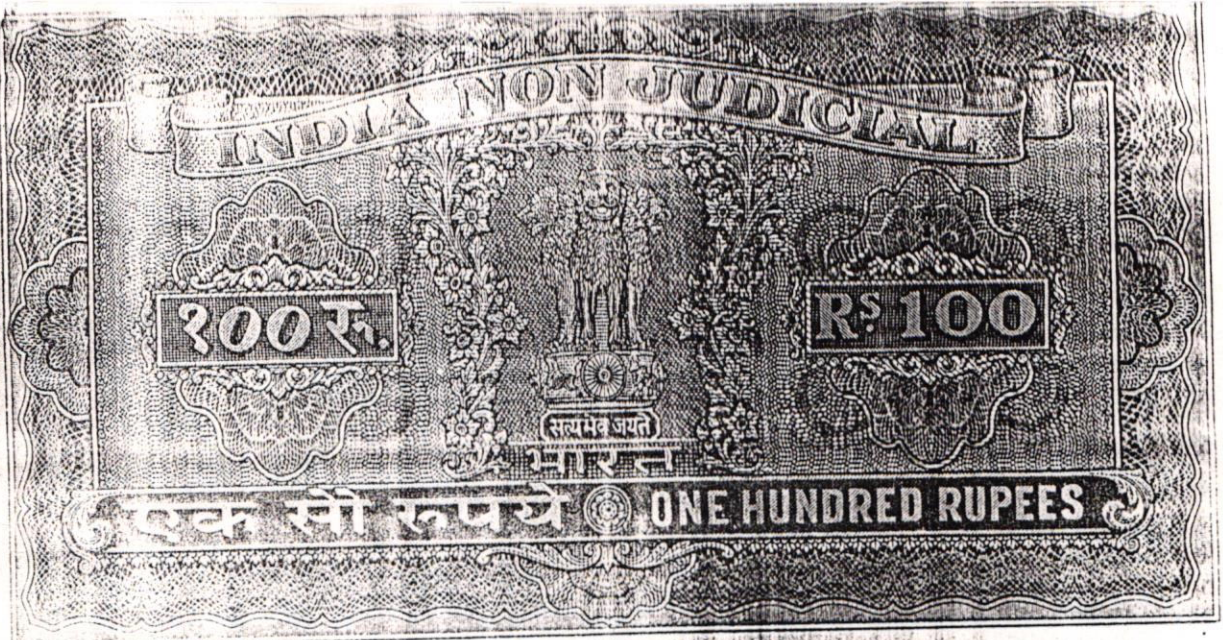




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R. Balakrishna - God  
R. Shankarajiah - God Sec  
Shiva Shakti - Construction, Sec

Gmt. K. HOKIMIRI  
SVL. No. 51/84, R. No. 29/80  
REGIMENTAL BAZAR,  
SECUNDERABAD - 25.

UCF - SHAP 27, 28  
MODI VS SHIVA  
SHAKTI  
CONS

LEASE DEED

This Lease Deed is made and executed on this the 16<sup>th</sup> day of October, 1998 at Hyderabad by and between:

M/s. MODI ENTERPRISES (owned by MODI BUILDERS METHODIST COMPLEX) a partnership firm, having its office at 5-4-187/ 3 & 4, M. G. Road, Secunderabad and represented by its partners Shri Satish Modi aged 53 years, S/o. Late Shri Marilal C Modi and Shri Suresh Bajaj, aged 41 years, S/o. Late Shri Parmanand Bajaj hereafter referred to as the "LESSOR", of the First Part.

AND

M/s. Shiv Shakti Constructions a partnership firm having its office at 5-1-32, Rastrapathi Road, Secunderabad represented by its partner Shri. Suresh Bajaj S/o. Late Shri. Parmanand Bajaj hereinafter referred to as the "LESSEE", of the Second Part.

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

Modi Builders (Methodist Complex)

Modi Builders (Methodist Complex)

Shiv Shakti Constructions

Partner

Satish Modi

(Modi)

Partner

Partner

Modi Builders (Methodist Complex)  
Partner

WHEREAS

- A. The LESSOR is the sole tenant of a building complex bearing the name **METHODIST COMPLEX** (the said building) situated at 5-9-189/190, Chirag Ali Lane, Abids, Hyderabad having got its rights of tenancy under an agreement, registered as document No. 686/90 on 19-04-1988, 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 is desirous on taking on lease two shops bearing Nos. 27 & 28 on Upper Ground Floor admeasuring 800 sft of the said building and the LESSOR hereto agreed to do so for a consideration and on the following terms and conditions:

WITNESSETH:

1. The LESSOR has leased out and the LESSEE has taken on lease the premises consisting two shops bearing Nos. 27 & 28 on the upper ground floor in the building Methodist Complex admeasuring about 800 sft of super built up area bearing M. C. H. No. 5-9-189/190/ situated at Abid Road, Hyderabad and described in detail in the schedule hereto, hereafter referred to as the "Leased Premises".
2. The lease has commenced from 1<sup>st</sup> September 1998.
3. The LESSEE shall pay to the LESSOR by way of consideration of the lease an amount of Rs. 200/- (Rupees Two Hundred Only) per month for the leased premises.
4. The lease shall be for a period of five (5) years renewable at the option of the LESSEE at an increase of 20% on the then existing rent.
5. The LESSEE shall use the premises for lawful commercial purposes only.
6. Besides the above mentioned rent payable by the LESSEE shall be liable to 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 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.
7. The Lease amount shall be paid by the LESSEE before the fifth day of each calendar month in advance to the LESSOR or his authorised agent.

Partner

8. 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.

9. 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 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.

10. The LESSEE shall be liable to bear and pay the following:

- a) Repairs to the property
- b) license and other fees
- c) electricity charges
- d) proportionate insurance charges for the insurance of the building
- e) maintenance charges @ Rs. 1.50 per sft, of super 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% per annum on all such delayed payments. However the LESSOR shall not charge maintenance charges till such time the premises is used either by the LESSEE or his assignee.

11. 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.

12. The LESSEE shall not do any business connected with liquor, or serve liquor, on the premises.

13. The LESSEE shall be entitled to put up name boards relating to their business or profession only at the spaces designated by the LESSOR. It has been specifically agreed that the LESSEE or his nominee/nominees, their successors in interest shall be entitled to put up sign boards/neon sign boards above their shops.

No extra rent or charges shall be payable for the above sign boards as they are part of the tenancy and the LESSOR shall not have any objection and the LESSOR shall sign all the applications, no objections which may be necessary to obtain permission, sanction from the Municipal Corporation or any other authority.

14. 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 to maintain the building in good working atmosphere.

For Mod... (Methodist Complex)

For Shiv Shakti Constructions

15. 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 license (including succession on death), their rights stated herein, on such terms and conditions as they deem fit to any person, so provided 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.

16. The transferees/assignees of the **LESSEE** as mentioned above shall have the same rights and obligations as the **LESSEE** has mentioned herein.

17. The **LESSOR** shall have the right to carry on further construction on or in the said building as also any extension or annex 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.

18. AND WHEREAS the **LESSOR** herein has represented that as per the development agreement dated 09/01/1982 and the lease deed dated 19/04/1988 which is registered on 09/09/1990 executed by and between M/s. The Methodist Church in India and the **LESSOR** herein is authorised to create valid and subsisting sub-lease for longer periods and any such sub-lease created by the **LESSOR** herein with respect to the aforesaid leasehold (which is covered by the registered lease deed dated 19/04/1988) or any part thereof shall be valid, subsisting and binding on the M/s. Methodist Church in India;

19. This agreement shall be subject to the jurisdiction of the Courts at Hyderabad only.

20. If the **LESSEE** has fulfilled all his obligations stated herein, and continues to do so in future, the **LESSOR** shall not terminate the lease.

21. Since this sub-lease contemplated by this lease deed is to be long term arrangement and for the purpose of stamp duty and registration this deed may be deemed for a period of (30) thirty years and shall be renewed on the same terms and conditions including this clause for renewal and any non-execution of the renewed lease deed will not entitle the **LESSOR** herein to terminate the lease and it shall be deemed to be continuing tenancy on the terms and conditions mentioned in this lease deed.

#### SCHEDULE OF THE PROPERTY

All that portion consisting two shops bearing Nos. 27 & 28 on upper ground floor in the building **METHODIST COMPLEX**, bearing M. C. H. No. 5-9-189/190/, situated at Abid Road, Hyderabad admeasuring about 800 sqft of super built up area and bounded by:

|           |                                |
|-----------|--------------------------------|
| NORTH BY: | Passage and Shop. Nos. 23 & 24 |
| SOUTH BY: | Chirag Ali Lane                |
| EAST BY:  | Shop Nos. 28 & 29              |
| WEST BY:  | Shop Nos. 26 & 27              |

For Modist Church (Methodist Complex)

Partner

For Shiv Shakti Constructions  
Partner

Partner

In Witness Whereof this Lease Agreement is signed and executed by the parties in presence of the following witnesses on this day, month & year of above mentioned at Hyderabad.

WITNESSES:

1.

2

For Modi Builders (Methodist Com.)  
LESSOR

1

For Modi Builders (Methodist Com.)  
Partner

2.

LESSEE

For Shiv Shakti Constructions

Partner