

# **Government of Telangana Registration And Stamps Department**

Payment Details - Citizen Copy - Generated on 13/08/2024, 01:50 PM

SRO Name: 1607 Hyderabad (R.O)

Receipt No: 2799

Receipt Date: 13/08/2024

Name: K.PRABHAKAR REDDY

CS No/Doct No: 2404 / 2024

Transaction: Lease Deed

**Account Description** 

DD Dt:

Challan No:

E-Challan No: 121ML0120824

Chargeable Value: 22000

DD No:

Challan Dt:

E-Challan Dt: 12-AUG-24

Bank Name:

Bank Branch:

E-Challan Bank Name: YESB

E-Challan Bank Branch:

Amount Paid By			
 Cash Challan	DD	E-Challan	
Section 1997		100	
		3200	
THE STATE OF		500	
3.71		3800	

Registration Fee **Deficit Stamp Duty User Charges** 

In Words: RUPEES THREE THOUSAND EIGHT HUNDRED ONLY

Signature by SR

Prepared By: CNATRAJ

Junt Sub-Registrar-IT R.O. Hyderabad.



ತಲ್ಲಂಥ तेलंगाना TELANGANA

Tran Id: 240703125650313589
Date: 03 JUL 2024, 01:00 PM
Purchased By:
RAMESH
S/o LATE NARSING RAO
R/o HYD
For Whom

MODI ENTERPRISES(OWNED BY MODI BUILDERS METHODIST COMPLEX)

BF 894595

LICENSED STAMP VENDOR Lic. No. 30/1998 Ren.No. 18/2022 Amberpet, Hyderabad Ph 8978716779

## LEASE DEED

This Deed of Lease is executed at Hyderabad on this the day of August, 2024 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, Second Floor, Soham Mansion, M. G. Road, Secunderabad-500 003, represented by its duly authorized partners/representatives, Mr. Suresh Bajaj, S/o. Late Parmanand Bajaj, aged about 68 years and Mr. Soham Modi, S/o. Late Satish Modi, aged about 54 years.

(Hereinafter referred to as Lessor, which expression and its alternative forms wherever appearing, shall unless repugnant to the meaning or context thereof, mean and include their respective successors, legal representatives, persons, claiming through, under or in trust for them, administrators, etc.)

## IN FAVOUR OF

Mrs. Kavita Totla, Wife of Shri. Rajender Totla, aged about 51 years, resident of H. No 3-5-45/A, Ramkote, Himayat Nagar, Nampally, Hyderabad-500 001.

(Hereinafter referred to as the Lessee, which expression and its alternative forms whenever appearing, shall unless repugnant to the meaning or context thereof, mean and include their respective successors, legal representatives, persons claiming through under or in trust for them, administrators, etc.)

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#### **Presentation Endorsement:**

Presented in the Office of the Joint SubRegistrar2, Hyderabad (R.O) along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 100/- paid between the hours of 05 a on the 13th day of AUG, 2024 13th day of AUG, 2024 by Sri K. Prabhakar Reddy

Execution admitted by (Details of all Executants/Claimants under Sec 32A): Signature/Ink Thumb SI No Code Thumb Impression Photo Address Impression CNUDA KAVITA TOTLA W/O. RAJENDER TOTLA 1 3-5-45/A, RAMKOTE, HIMAYAT NAGAR, NAMAPALLY, HYDERABAD LE KAVITA TOTLA::13/0 [1607-1-2024-2404] K.PRABHAKAR REDDY[R]MODI ENTERPRISES REP BY SURESH **BAJAJ & SOHAM MODI** 2 LR



K.PRABHAKAR REDD

[1607-1-2024-2404]

, HYDERABAD

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
2	(Management State Control of State Contr	R SANJAY ::13/08/20 [1607-1-2024-2404]	R SANJAY HYDERABAD	dept
1	10°-10×10° Million (100×10°)	T RAVI KUMAR ::13/( [1607-1-2024-2404]	T RAVI KUMAR HYDERABAD	Jaur

13th day of August, 2024

Biometrically Authenticated by SRO CHARAK NATRAJ on 13-AUG-2024 13:58:56 Signature of Joint SubRegistrar2 Hyderabad (R.O)

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX9204  Name: Kandi Prabhakar Reddy	Amberpet, Amberpet, Hyderabad, Telangana, 500013	
2	Aadhaar No: XXXXXXXX1364 Name: Kavita Totla	C/O Rajender Totla, Nampally, Nampally, Hyderabad, Telangana, 500001	9



### 1. Definitions:

- 1.1. Methodist Complex Shall mean the building consisting of lower ground floor, upper ground floor and additional 4 upper floors constructed on land admeasuring 3,300 sq yds, bearing municipal no. No. 5-9-189/90, situated at Abids Road, Chirag Ali Lane, Hyderabad.
- 1.2. MCI Shall mean M/s. Methodist Church of India, having its office at Methodist Complex, 2<sup>nd</sup> Floor, Opposite Chermas, Abids, Hyderabad–500 001.
- 1.3. Lessor Shall mean M/s. Modi Builders Methodist Complex, a partnership firm and M/s. Modi Enterprises, a proprietary firm fully owned by M/s. Modi Builders Methodist Complex, having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, Secunderabad–003.
- 1.4. Original Tenancy Deed Shall mean Tenancy Deed dated 19<sup>th</sup> April, 1988 registered as document no. 686/90 at SRO Hyderabad executed by MCI in favour of the Lessor.
- 1.5. Supplementary Tenancy Deed Shall mean the Supplementary Tenancy Deed dated 22<sup>nd</sup> September, 2021 registered as document no. 3027/21 at SRO Hyderabad executed by MCI in favour of the Lessor.
- 1.6. Shop or Office Shall mean shops and offices situated at Methodist Complex. Shops are located on the lower ground floor and the upper ground floor and Offices are located on 1<sup>st</sup> to 4<sup>th</sup> floors.
- 1.7. Existing Tenancy Shall mean any lease or tenancy subsisting in favour of the Lessee herein for Shops/ Offices located in Methodist Complex.
- 1.6. Lease (or Tenancy) Shall mean the leasehold/tenancy rights in favour of the Lessee under this Lease Deed.
- Lessee Shall mean any Lessee, tenant, sub-lessee or sub-tenant of the Lessor herein for Shops/ Offices located in Methodist Complex.
- 1.8. Sub-Lessee Shall mean any sub-lessee or sub-tenant of the Lessee herein for Shops/Offices located in Methodist Complex. Sub-lessee shall also include all successors-in-interest of the Lessee.
- 1.9. Transfer of Lease Shall mean the transfer of the leasehold/tenancy rights under this Lease to any third party i.e., Sub-Lessee by the Lessee or Lessor or Sub- Lessee for Shops or Offices located in Methodist Complex.
- 1.10.Monthly Rent Shall mean the monthly rent payable to the Lessor by the Lessee or the Sub-Lessee or their successors-in-interest. The Monthly Rent shall be enhanced periodically as given herein. The Monthly Rent shall remain unchanged except for the Periodic Enhancement during the period of Lease or subsequent renewals. There shall be no further increase/decrease in the Monthly Rent.
- 1.11.Periodic Enhancement Shall mean the Periodic Enhancement of Monthly Rent at the rate of 20% every 5 years on the then existing Monthly Rent. The first such enhancement shall fall due on 1<sup>st</sup> March, 2027. The Periodic Enhancement shall remain unaltered during the period of this Lease or subsequent renewals.
- 1.12.Renewal of Lease Shall mean Renewal of Lease for further periods of 30 years each on the same terms and conditions given in this Lease Deed including the clause of Renewal of Lease. The Monthly Rent shall remain unchanged except for Periodic Enhancements. The Periodic Enhancement shall also remain unchanged.
- 1.13.RSD Refundable Security Deposit Shall mean the Refundable Security Deposit paid by the Lessee to the Lessor under this Lease Deed.
- 1.14.MMC Monthly Maintenance Charges Shall mean the Monthly Maintenance Charges payable by the Lessee or Sub-Lessee or its successors-in-interest for the Shops and Offices in Methodist Complex to the Lessor for day to day maintenance of Methodist Complex. MMC shall be charged at a uniform rate for all Shops and another uniform rate for all Offices.

For Modi Builders Methodist Complex For Modi Builders Methodist Complex

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Description			In th	e Form of			
of Fee/Duty	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	3200	0	0	0	3300
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	100	0	0	0	100
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	4300	0	0	0	4400

Rs. 3200/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 100/- towards Registration Fees on the chargeable value of Rs. 21341/- was paid by the party through E-Challan/BC/Pay Order No 121ML0120824,D815N5130824 dated ,12-AUG-24,13-AUG-24 of ,YESB/,YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 3850/-, DATE: 12-AUG-24, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 2339195375856, PAYMENT MODE: NB-1001138, ATRN: 2339195375856, REMITTER NAME: MRS. KAVITA TOTLA, EXECUTANT NAME: MODI ENTERPRISES, CLAIMANT NAME: MRS. KAVITA TOTLA). (2). AMOUNT PAID: Rs. 500/-, DATE: 13-AUG-24, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 6375463507737, PAYMENT MODE: NB-1001138, ATRN: 6375463507737, REMITTER NAME: MRS. KAVITA TOTLA, EXECUTANT NAME: MODI ENTERPRISES, CLAIMANT NAME: MRS. KAVITA TOTLA).

Date:

13th day of August,2024

Signature of Registering Officer

Hyderabad (R.O)

Certificate of Registration

Registered as document no. 2321 of 2024 of Book-1 and assigned the identification number 1 - 1607 - 2321 - 2024 for Scanning on 13-AUG-24.

egistering Officer Hyderabad (R/O)

(C Natraj)

Note. Copy has seen Registered along with the original

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- 1.15. Building Renovation Charges Shall mean charges payable by the Lessee or Sub-Lessee or its successors-in-interest for the Shops and Offices in Methodist Complex to the Lessor for major renovation work. Building Renovation Charges shall be charged at a uniform rate for all Shops and another uniform rate for all Offices.
- 1.16.Common Areas Shall mean areas of the Methodist Complex like driveways, common passages within the building, lifts, staircases, overhead tank, sump, lift headroom, etc. A portion of the parking on the first floor shall form a part of Common Areas and a part of parking is exclusively reserved for the Lessor's use.
- 2. Whereas this Lease Deed is executed in recognition of a pre-existing transaction/Existing Tenancy now continuing between the Lessor and Lessee. This Lease Deed is being executed to streamline the relationship and have it covered with a semblance of uniformity considering the large number of Shops/Offices in Methodist Complex, and the lifespan of the transaction and of the building, stand extended indefinitely, are long term in nature.
- 3. Details of the Lessor rights to Lease Methodist Complex:

Whereas MCI are the owners of the land admeasuring about 2760 sq meters (3300 sq yards) bearing M.No.5-9-189/190, situated at Chirag Ali Land, Abids, Hyderabad, Telangana.

- MCI entered into an agreement dated 9.10.1982 with the Lessor for development of the said 3.2. land. In pursuance of the said agreement, the Lessor has obtained necessary permit vide sanction in F. No. 300/TP/A3/81 dated 1.8.1985 for construction of a commercial complex on the said land. The Lessor constructed a commercial complex on the said land consisting of lower basement, upper basement and 4 other upper floors along with amenities and utilities on the said land. The said land along with the commercial complex is hereafter referred to as Methodist Complex. The schedule of Methodist Complex is given in Annexure -A.
- Upon completion of the construction, MCI executed a long-term lease in favour of the Lessor by way of Original Tenancy Deed, registered as Doc. No. 686 of 1990 dated 19th April, 1988 at the District Registrar Office, Nampally, Hyderabad. In terms of the Original Tenancy Deed, the Lessor herein was authorized to create valid and subsisting sub-leases/sub-tenancy for long periods and any such sub-leases/sub-tenancy created to be valid, subsisting and binding on MCI also. Such sub-tenants/ sub-lessees rights were also protected even in the event of cancellation of the development agreement or the Tenancy Deed executed in favour of the Lessor herein, confirming that in such an event, the obligation of sub-tenant/ sublessee shall be towards the MCI, and the leasehold interest of the sub-lessee or sub-tenant shall continue without interruption.
- 3.4. The salient features of the Original Tenancy Deed with MCI and the Lessor is reiterated as
  - 3.4.1. MCI would continue to be the absolute owner of Methodist Complex.
  - 3.4.2. MCI by way of the Original Tenancy Deed has given on long lease the entire Methodist Complex to the Lessor (except about 5000 sft on II floor).
  - 3.4.3. The Lessor has agreed to pay monthly rent of Rs.1,00,000/- to MCI from 1st March, 1987 with an increase in rent by 20% every 5 years.
  - 3.4.4. The Lessor is entitled to assign, transfer, sub-let and / or give on leave and license, any portion of Methodist Complex at its discretion without requiring any further consent of
  - 3.4.5. Such sub-lessee/sub-tenants shall continue to enjoy their rights even in case of any default in the obligation of the Lessor to MCI.

or Modi Builders Methodist Complex

For Modi Builders Methodist Complex

Authorised Signatory

Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 3 of 14 Joint SubRegistral Hyderabad (R.O)



- 3.4.6. The tenancy / lease between the Lessor and MCI is contemplated as a long term arrangement and for purposes of stamp duty and registration cost, the Original Tenancy Deed may be deemed to be for a period of 30 years and shall be renewed on the same terms and conditions subject to the Periodic Enhancement of rent and the said clause for renewal which shall inure to the advantage of the sub-lessees as well, being a long-term lease.
- 3.5. The Lessor has been performing its obligations to MCI without any default since 1987. The Lessor has paid rents to MCI as per the Original Tenancy Deed along with 20% increase every 5 years. The Lessor was entitled to renewal of the Original Tenancy Deed subject to the Periodic Enhancement of rent and the clause for renewal after expiry of the initial period of 30 years. MCI has renewed the Original Tenancy Deed for a further period of 30 years from 1<sup>st</sup> March, 2017 to 28<sup>th</sup> February, 2047 by way of Supplementary Tenancy Deed dated 22<sup>nd</sup> September, 2021 registered as Doc. No.3027/21 at the SRO, Hyderabad. The salient features of the Supplementary Tenancy Deed are:
  - 3.5.1. MCI has acknowledged the compliance of the Lessor with respect to the terms of the Original Tenancy Deed.
  - 3.5.2. The Lessor is liable to pay MCI a rent of Rs. 2,68,738/- per month from 1<sup>st</sup> March, 2017 along with the escalation of 20% every 5 years. The first escalation for the renewal term would commence from 1<sup>st</sup> March, 2022.
  - 3.5.3. The Supplementary Tenancy Deed is a long-term arrangement and the Original Tenancy Deed shall be renewed on the same terms and conditions subject to the Periodic Enhancement of rent and the clause for renewal and shall continue to be renewed until such time the Lessor continues to pay monthly rents to MCI.
- 3.6. Accordingly, the Lessor is absolutely entitled to sub-let and / or give on lease and license, any portion of Methodist Complex to any intending Lessee without any further consent of MCI.
- 4. Terms of Lease by the Lessor in favour of the Lessee:
  - 4.1. The Lessor has agreed to give on Lease a portion of Methodist Complex to the Lessee on the terms and conditions given herein.
  - 4.2. The details of the Schedule Property being Leased to the Lessee is given in Annexure-B.
  - 4.3. The plan of the Schedule Property being Leased to the Lessee is given in Annexure-C.
  - 4.4. The Lessee is in occupation of the Schedule Property on a long-term lease from the Lessor. The Lessor acknowledges that the Lessee has been performing its obligations to the Lessor and that it has cleared all the arrears of rent and other charges payable to the Lessors on this day. The Lessor has no further claim of any arrears for past periods.
  - 4.5. The details of Monthly Rent, Refundable Security Deposit, Monthly Maintenance Charges, etc. payable by the Lessee to the Lessor is given in Annexure-B.
  - 4.6. The Lessee herein shall be entitled to Transfer of Lease of the Schedule Property or any part thereof at its discretion without requiring any further consent of the Lessor herein or from MCI, for such consideration as the Lessee herein may consider proper. However, such a Transfer of Lease shall be on the same terms and conditions of this Lease and in accordance with the terms and conditions of the Tenancy Deed. It is further agreed that in the event of the Lessee herein so directs, automatically stand transferred to such a Sub-Lessee.

for Modi Builders Methodist Complex

For Modi Builders Methodist Complex

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 4 of 14 Joint SubRegistra

Sheet 4 of 14 Joint SubRegistrar2 Hyderabad (R.O)





4.7. This Lease Deed being executed is also a long-term arrangement and the Lease shall be renewed on the same terms and conditions subject to the Periodic Enhancement of Monthly Rent including the clause pertaining to Renewal of Lease until such time the Lessee continues to pay the monthly rents to the Lessor. Mere non-execution of the renewal of Lease Deed shall not entitle the Lessor to terminate the Lease.

## 5. Renewal of Lease by the Lessor in favour of the Lessee:

- 5.1. This Lease Deed is a long-term arrangement and for the purposes of stamp duty and registration charges the Lease Deed is being registered for a period of about 24 years upto 28th February 2047.
- 5.2. The Lessee shall be entitled to Renewal of Lease for the further period of 30 years from 1<sup>st</sup> March 2047. The Lessee shall be obliged to renew the Lease in favour of Lessee or Sub-Lessee or their successors-in-interest.
- 5.3. The Lessor or their successors-in-interest, shall be obliged to send an advanced intimation to the Lessee (or Sub-Lessee), in writing, at least 180 days before the expiry of this Lease, to enable the Lessee or Sub-Lessee or their successors-in-interest to renew the Lease.
- 5.4. It is agreed between the Lessor and the Lessee that the Lessee shall be entitled to Renewal of Lease in its favour or in favour of any other parties as the Lessee may so direct.
- 5.5. It is further agreed between the Lessor and the Lessee that this Lease would be renewed on the same terms and conditions, including the renewal clause and Periodic Enhancement of Monthly Rent for further periods of 30 years.
- 5.6. It is further agreed that the Lessor shall renew the lease in favour of the Lessee by way of a registered Lease Deed. The cost of stamp duty, registration charges and incidental expenses shall be borne by the Lessee.
- 5.7. The Lessor covenants that there shall be no change in the Monthly Rent, subject to Periodic Enhancement, payable by the Lessee or Sub-Lessee to the Lessor, during the period of the Lease or for further periods of renewal. The Lessor further covenants that there shall be no change in the Periodic Enhancement during the period of the Lease or for further periods.

## 6. Obligations of the Lessee:

- 6.1. The Lessee shall regularly pay the Monthly Rent to the Lessor along with Periodic Enhancement as per details given in Annexure B. The rent shall be payable in advance on or before 7<sup>th</sup> day of each month.
- 6.2. The Lessee shall be entitled to deduct TDS at the applicable rates. However, the Lessee shall provide proof of payment of such TDS to the statutory authorities within three months from the due date of payment of Monthly Rent.
- 6.3. The Lessee shall pay Monthly Maintenance Charges regularly to the Lessor. The details of Monthly Maintenance Charges are given in Annexure B. The Monthly Maintenance Charges shall be payable in advance on or before 7<sup>th</sup> day of each month.
- 6.4. The Lessor shall have a right to appoint another agency/body/society/Association for the day to day maintenance of Methodist Complex. The Lessee shall be obliged to pay Monthly

  The Lessee beautiful Societies of the Lessor.
- 6.5. The Lessee has paid Refundable Security Deposit to the Lessor. The Refundable Security Deposit shall not carry any interest and shall be refunded to the Lessee (or Sub-Lessee) on B.
- 6.6. The Lessee shall pay electricity charges as per separate meter provided, property tax for the Scheduled Property, etc. to the concerned departments regularly.

Modi Builders Methodist Complex For Modi Builders Methodist Complex

Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 5 of 14 Joint SubRegistrar2 Hyderabad (R.O)





- 6.7. It is agreed that the Lessee herein shall not use the Schedule Property for any purpose which is illegal or prohibited, by law or for such purpose which has been specifically prohibited under the Tenancy Deed.
- 6.8. The Lessee shall not be entitled to make any structural changes or cause damage to the building or to the Schedule Property or Methodist Complex. The Lessee shall seek prior permission from the Lessor before undertaking any civil work in the Scheduled Property. The Lessee confirms that it shall not alter the elevation of the building without seeking prior permission from the Lessor.
- 6.9. The Lessee confirms that it shall not place any furniture/objects/items in the Common Areas of the building. Further, the Lessee confirms that it shall not place hoardings or sign boards in any Common Area or on the elevation of Methodist Complex.
- 6.10. The Lessee shall be obligated to pay enhanced Monthly Maintenance Charges to the Lessor which are proposed to be enhanced from time to time.
- 6.11. The Lessee shall be obliged to pay Building Renovation Charges to the Lessor for repair/replacement/upgradation of major items like lifts, transformers, panels, generators, etc., or in case of major civil works/renovation.
- 6.12. The Lessee shall pay GST and / or any other similar taxes levied or become leviable in future to the Lessor on the Monthly Rent, Monthly Maintenance Charges or Building Renovation Charges payable by the Lessee to the Lessor. The Lessor shall be obliged to raise GST invoices for the same.
- 6.13. In case of Transfer of Lease, the Sub-Lessee shall be responsible for meeting the obligations of the Lessee.

## 7. Obligations of the Lessor:

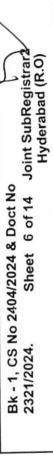
- 7.1. The Lessor shall issue receipts for Monthly Rent received from the Lessee within 15 days of receiving the Monthly Rent.
- 7.2. The Lessor shall be obliged to provide the details of its bank account to enable the Lessee or Sub-Lessee to pay Monthly Rent/Monthly Maintenance Charges to the Lessor by direct deposit/ online transfer/ electronic transfer. The Lessee shall intimate the Lessor about such payment of Monthly Rent/ Monthly Maintenance Charges. The Lessor shall be obliged to issue receipt for Monthly Rent/ Monthly Maintenance Charges upon receiving proof of payment by the Lessee. The Lessor shall periodically update the Lessee about any change in its bank account.
- 7.3. The Lessor shall permit the Lessee to enjoy the Schedule Property without any hindrance as long as the Lessee is meeting its obligations under this Lease Deed.
- 7.4. The Lessor shall be obliged to issue a no objection certificate to the Lessee and/or its Sub-Lessee within 30 days of such a request by the Lessee for Transfer of Lease. However, the Lessee shall not be required to obtain such a no objection certificate from the Lessor.
- 7.5. Further, at the request of the Lessee, the Lessor shall be obliged to join as Consenting Party for Transfer of Lease in favour of Sub-Lessee, on the same terms and conditions as in this Lease Deed. However, the Lessee shall issue a 30 days advance notice to the Lessor to enable the Lessor to join in executing the registered sub-lease.
- 7.6. Further, at the request of the Lessee, the Lessor shall be obliged to transfer this Lease in favour of any other Sub-Lessee that the Lessee may identify, on the same terms and conditions of this Lease Deed. However, the Lessee shall issue a 30 days advance notice to the Lessor to enable the Lessor execute a registered sub-lease.

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- 7.7. In case of such a Transfer of Lease, the Refundable Security Deposit paid by the Lessee to the Lessor shall deemed to be transferred to such a Sub-Lessee. The Sub-Lessee shall be responsible for meeting the obligations of the Lessee and the Sub-Lessee shall be entitled to refund of the Refundable Security Deposit held by the Lessor upon termination of the Lease.
- 7.8. It is further agreed that in case of Transfer of Lease, as given above, it shall be recorded by way of a registered Lease Deed. The cost of stamp duty, registration charges and incidental expenses shall be borne by the Sub-lessee.
- 7.9. In case the Lessor transfers its right, title or interest in the Schedule Property or Methodist Complex in favour of any third party, such transferee shall be bound by all the obligations cast upon the Lessor under this Lease Deed, vis-à-vis Lessee or Sub-Lessee.
- 7.10. The Lessor hereby confirms that during the subsistence of this Lease, the Lessee herein shall be entitled to occupy the Schedule Property peacefully without any let or hindrance from any person whatsoever and that the Lessor herein shall perform whatever obligation it has to MCI so that the right and interest of the Lessee herein is in no way affected. This right shall be capable of being enforced at the instance of the Lessee or Sub-Lessee.
- 7.11. The Lessor further confirms that the Lessee herein shall be entitled to make use of the Common Areas of Methodist Complex including staircase, landing, common parking area and common entrance to Methodist Complex for ingress and egress and all other amenities and conveniences available in Methodist Complex.
- 7.12. The Lessor further confirms that the Lessor herein shall not carry on any further construction in Methodist Complex without obtaining proper permits and NOCs from the concerned statutory authorities.
- 7.13. The Lessor shall be responsible for overall maintenance of the building which includes providing of security service, housekeeping services, water supply, electricity supply to Common Areas, minor repairs and maintenance, maintenance of lift, arresting minor seepages and leakages, etc. The Lessor shall utilise the amount collected as Monthly Maintenance Charges from the occupants of Methodist Complex for providing these services. Accordingly, the Lessor shall be entitled to enhance the Monthly Maintenance Charges from time to time to meet these expenses. The Lessor shall maintain separate books of accounts for Monthly Maintenance Charges collected by it and send an annual statement of accounts to the Lessee upon request. The Lessor shall strictly use the Monthly Maintenance Charges collected for day to day maintenance of Methodist Complex.
- 7.14. The Lessor shall be responsible for major repairs including upgrading or replacing lifts, electric power supply infrastructure, water supply infrastructure, structural repairs, major civil works, major leakages and seepages, etc. However, the Lessor shall be entitled to collect Building Renovation Charges from the occupants of Methodist Complex as and when such need arises. The Lessor shall maintain separate books of accounts for Building Renovation Charges collected by it and send an annual statement of accounts to the Lessee upon request. The Lessor shall strictly use the Building Renovation Charges collected for the repairs and maintenance of Methodist Complex.

For Modi Builders Methodist Complex:

Authorised Signatory

For Modi Bulders Methodist Complex

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 7 of 14 Joint SubRegistrar2 Hyderabad (R.O)





- 8. Termination of Lease between the Lessor and Lessee:
  - 8.1. The Lessor shall not be entitled to terminate this Lease in case of default in payment of Monthly Rent and / or Monthly Maintenance Charges by the Lessee to the Lessor, without giving a reasonable opportunity to the Lessee for curing the default. In case of default in payment of Monthly Rent and/ or Monthly Maintenance Charges by the Lessee, the Lessor shall give at least (3) three months time by way of written notice to the Lessee to pay the arrears of Monthly Rent and / or Monthly Maintenance Charges without interest to the Lessor. Further, in case the default in payment of Monthly Rent or Monthly Maintenance Charges continues beyond the said 3 months notice period, the Lessor shall be entitled to recover arrears of Monthly Rent or Monthly Maintenance Charges from the Lessee along with interest @18% per annum.
  - 8.2. The Lessor shall not be entitled to terminate the Lease for default in payment of Monthly Rent or Monthly Maintenance Charges, if the default is cured by the Lessee along with interest within a period of (24) twenty four months from the date of receipt of written demand to cure the said default.
  - 8.3. The Lessor shall not be entitled to terminate the Lease for any other reason and shall continue to renew the Lease on the same terms and conditions from time to time till the building continues to exist and the lease with MCI continues to exist, whichever is later.

#### 9. Arbitration clause:

9.1. In the event of any dispute between the parties as regards the present document, its implementation or non-implementation, compliance of breach of any of its terms, interpretation thereof and any matter arising out of or touching any of the above, the same shall be referred to arbitration consistent with the provisions of The Arbitration and Conciliation Act, 1996, proceedings being held at Hyderabad in the English language, each party designating one arbitrator and the two arbitrators designating a third and the tribunal then entering upon the reference. The award of the arbitrator shall be final and binding on both the parties.

IN witness whereof the parties affixed their signatures in the presence of the following witnesses on the date first mentioned.

For Modi Builders Methodist Complex

Lessor:

Represented by Suresh Bajaj:

Authorised Signatory

Represented by Soham Modi:

For Modi Builders Methodist Complex

Authorised Signatory

Witness no.1:

Name:

Address

Witness no. 2:

Name:

Address

RAVI KUMAR TOTLA

Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 8 of 14 Joint SubRegistrar2 Hyderabad (R.O)





## ANNEXURE - A

## Details of Methodist Complex:

All that building consisting of Shops/Offices on 6 floors i.e., lower ground floor, upper ground floor, first floor, second floor, third floor, fourth floor along with parking on the first floor, appurtenant amenities and utilities constructed on land admeasuring about 3,300 sq yds, bearing municipal no. 5-9-189/190 situated at Abids Road, Chirag Ali Lane, Hyderabad, Telangana and bounded by:

On or towards the South : By Chirag Ali Lane

On or towards the East

: By Abid Road

On or towards the West

: Brindavan Commercial Complex

On or towards the North: Lenaine Estate.

For Modi Builders Methodist Complex For Modi Builders Methodist Complex

Authorised Signatory

Authorised Signatory

Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 9 of 14 Joint SubRegistrar2 Hyderabad (R.O)





## ANNEXURE -B

Details of the terms between the Lessee and the Lessor.

## A. Details of Lessor:

Sl. No.	Item/Description	Details			
1.	Name of Lessor	M/s. Modi Enterprises (Owned by Modi Build Methodist Complex, a partnership firm)			
2.	Authorised representative of Lessor	Mr. Suresh Bajaj and Mr. Soham Modi.			
3.	Designation of authorized representative				
4.	Aadhaar no. of authorized representative				
5.	Registered office of Lessor	5-4-187/3 & 4, Second Floor, Soham Mansion, M.G. Road, Secunderabad-500 003			
6.	Address for correspondence	5-4-187/3 & 4, Second Floor, Soham Mansion, M.G. Road, Secunderabad-500 003			
7.	Mobile no. of Lessor	040-66335551			
8.	Email Id of Lessor	admin@modiproperties.com			
9.	Pan no. of Lessor	AABFM2938C			
10.	GST No. of Lessor	36 AABFM2938C2ZK			
11.	Bank Account details for payment of Monthly Rent	Account no.0142003063500.  DBI Bank, Basheerbagh, Hyderabad.  IFSC Code: IBKI0000002			

## B. Details of Lessee:

Sl. No.	Item/Description	Details
1.	Name of Lessee	Mrs. Kavita Totla
2.	Authorised representative of Lessee	Mr. Rajender Totla
3.	Designation of authorized representative	NA NA
4.	Aadhar no. of authorized representative	2872 7209 1364
5.	Registered office of Lessee	H. No 3-5-45/A, Narsing Nivas, Opposite Jagruti College, Ramkote, Nampally, Hyderabad-500 001.
6.	Address for correspondence	H. No 3-5-45/A, Narsing Nivas, Opposite Jagruti College, Ramkote, Nampally, Hyderabad-500 001.
7.	Mobile no. of Lessee	9391006382
8.	Email Id of Lessee	
9.	Pan no. of Lessee	ravihallmarkabids@gmail.com
10.	GST No. of Lessee	AAWPT6951D NA

For Modi Builders Methodist Complex

Authorised Signatory

For Modi Builders Methodist Complex

Authorised Signators

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 10 of 14 Joint SubRegistrar2 Hyderabad (R.O)



## C. Details of Scheduled Property:

Sl. No.	Item/Description	Details	
1.	Shop/Office No.	Office/Shop no. UGF-23.	
2.	Floor	Upper Ground Floor.	
3.	Built up area	250 sft	
4.	Super built-up area	300 sft	

Note: Rent, maintenance and other charges to be paid on super built-up area

## D. Terms and Conditions:

Sl. No.	Item/Description	Details
1.	Monthly rent:	Rs. 600/- (+GST)
2.	Security Deposit	Rs. 1,000/- per sft = Rs. 3,00,000/- made by way of Pay order No.009985. Dated: 16-07-2024 drawn on HDFC Bank.
3.	Lease Commencement date:	1 <sup>st</sup> January 2024.
4.	Lease period	Long Term.  For the purpose of stamp duty and registration charges this Lease is being executed up to 28 <sup>th</sup> February, 2047.
5.	Lease renewal	Lease would be renewed on the same terms and conditions, along with the clause of Periodic Enhancement including the clause of renewal for a further periods of 30 years, by executing a renewed Lease Deed.
6.	Rent increase	20% every 5 years.
7.	Next rent increase date	1 <sup>st</sup> March, 2028.
8.	Monthly maintenance charges payable to Lessor	Rs. 3/- per month + GST.

Details of the Scheduled Property being leased by the Lessor to the Lessee:

All that Office/Shop space admeasuring 300 sft of super built up area, on the Upper ground floor, bearing Office/Shop no. 23, bearing municipal no.5-9-189/190 situated in Methodist Complex, Chiragali Lane, Abid Road, Hyderabad, marked in red in the plan annexed herein and bounded by,

North : Shop No 13

: Common Passage South

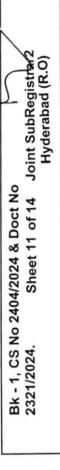
East : Shop No 22 West : Shop No 24

For Modi Builders Methodist Complex

For Modi Builders Methodist Complex

Authorised Signatory

Authorised Signatory





### ANNEXURE C

## PLAN OF THE SCHEDULE PROPERTY BEING LEASED TO THE LESSEE





BUA : 250 Sft SBUA: 300 Sft

Authorised Signatory

SHOP.NO.23 For Modi Builders Methodist Complex For Modi Builders Methodist Complex

Authorised CI

Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 12 of 14 Joint SubRegistrar2 Hyderabad (R.O)







भारत सरकार

GOVERNMENT OF INDIA



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POTETO ලෙකු කුත්ම, 500034 Address

S/O: Satish Modi plot no 280, road no-25, near peddamma temple jubilee hills. Khairatabad, Banjara Hills, Hyderabad

Andhra Pradesh, 500034

ఆధార్ - ఆధార్ – సామాన్యమానవుడి హక్కు

Aadhaar - Aam Aadmi ka Adhikar

For Modi Builders Methodist Complex



భారత ప్రమత్వం Government of India

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Government of India



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JAURESS. 2-3-64/10/24 1FLOOR KAMALA NILAYAM, JAISWAL COLONY, Amberpet, PO: Amberpet, DIST: Hyderabad, Telangana - 500013

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రామ్ నివాగ్ సెంజయ్ Ramnivas Sanjay କୃତି ଶିର୍ବ/DOB 31/12/1983 କୁର୍ପ୍ଟେମ୍ବର MALE

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Address

Late Ramnivas, 12 10-586/1/2. Srinivas 8 Nagar waras guda. Secunderabad, DIST 8 Hyderabad. Andhra Pradesh 500061



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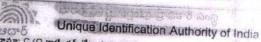


Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 13 of 14 Joint SubRegistrar2 Hyderabad (R.O)



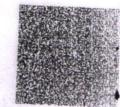






తిద్దాం విరునామా: C/O రాజేందర్ తోట్ల, 3-5-45/ఏ, య్యాట్, హమాయత్ నగర్, వాంపల్లి, హైదరాబాద్ ಜಿ.ವಿ, ಘ್ರದರಾಭಾದಿ, ಕಲಂಗಾಣ, 500001

Address: C/O Rajender Totla, 3-5-45/A, Ramkote, Himayat Nagar, Nampally, Hyderabad G.p, Hyderabad, Telangana, 500001





www www.uidai.gov.in

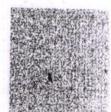


## भारतीय विशिष्ट पहचान प्राधिकर० Unique Identification Authority of India

1364

पताः C/O चंदमल तोटला, 3-5-45/ए, नर्सिंग निवास, जागृति कॉलेज के सामने, रसकोटे, नाम्पलय, हैंदराबाद, तेलंगना - 500095

Address: C/O Chandmal Totla, 3-5-45/A, Narsing Nivas, Opp Jagruti College, Ramkote, Nampally, Hyderabad, Telangana - 500095



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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 14 of 14 Joint SubRegistrar2 Hyderabad (R.O)





प्रक सो रुपये Rs. 100 FUNDRED RUPEES

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Date: 03 JUL 2024, 01:00 PM
Purchased By:
RAMESH
S/o LATE NARSING RAO
R/o HYD
For Whom

FOR WHOM
MODI ENTERPRISES(OWNED BY MODI BUILDERS METHODIST COMPLEX)

LICENSED STAMP
VENDOR
Lic. No. 30/1998
Ren.No. 18/2022
Amberpet, Hyderabad
Ph 8978716779

894596

LEASE DEED

This Deed of Lease is executed at Hyderabad on this the 13 day of August, 2024 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, Second Floor, Soham Mansion, M. G. Road, Secunderabad-500 003, represented by its duly authorized partners/representatives, Mr. Suresh Bajaj, S/o. Late Parmanand Bajaj, aged about 68 years and Mr. Soham Modi, S/o. Late Satish Modi, aged about 54 years.

(Hereinafter referred to as Lessor, which expression and its alternative forms wherever appearing, shall unless repugnant to the meaning or context thereof, mean and include their respective administrators, etc.)

## IN FAVOUR OF

Mrs. Kavita Totla, Wife of Shri. Rajender Totla, aged about 51 years, resident of H. No 3-5-45/A, Ramkote, Himayat Nagar, Nampally, Hyderabad-500 001.

(Hereinafter referred to as the Lessee, which expression and its alternative forms whenever appearing, shall unless repugnant to the meaning or context thereof, mean and include their respective successors, legal representatives, persons claiming through under or in trust for them, administrators, etc.)

For Mibdi Builders Methodist Complex

Authorised Signatory

For Modi Builders Methodist Complex

Authorised Sign

(K) von

Thumb Impression

SI No Code

1 LE 2 LR **Identified by Witness:** 

Photo KAVITA TOTLA::13/0

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

[1607-1-2024-2404]

K.PRABHAKAR REDD [1607-1-2024-2404] Address KAVITA TOTLA W/O. RAJENDER TOTLA

3-5-45/A, RAMKOTE, HIMAYAT NAGAR, NAMAPALLY, HYDERABAD

K.PRABHAKAR REDDY[R]MODI ENTERPRISES REP BY SURESH BAJAJ & SOHAM MODI

, HYDERABAD

Signature/Ink Thumb

Impression

Joint SubRegistrar Hyderabad (R.O)

Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 1 of 14

Sheet 1 of 14

SI No	Thumb Impression	Photo	Name & Address	Signature
2	Selection was supposed.	R 5ANJAY ::13/08/20 [1607-1-2024-2404]	R SANJAY HYDERABAD	delle
1		T RAVI KUMAR ::13/C [1607-1-2024-2404]	T RAVI KUMAR HYDERABAD	Davi

13th day of August, 2024

Signature Joint SubRegistrar2 Hyderabad (R.O)

		E-KYC Details as received from UIDAI:	
SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX9204  Name: Kandi Prabhakar Reddy	Amberpet, Amberpet, Hyderabad, Telangana, 500013	
2	Aadhaar No: XXXXXXXXX1364 Name: Kavita Totla	C/O Rajender Totla, Nampally, Nampally, Hyderabad, Telangana, 500001	9





## 1. Definitions:

- 1.1. Methodist Complex Shall mean the building consisting of lower ground floor, upper ground floor and additional 4 upper floors constructed on land admeasuring 3,300 sq yds, bearing municipal no. No. 5-9-189/90, situated at Abids Road, Chirag Ali Lane, Hyderabad.
- 1.2. MCI Shall mean M/s. Methodist Church of India, having its office at Methodist Complex, 2<sup>nd</sup> Floor, Opposite Chermas, Abids, Hyderabad–500 001.
- 1.3. Lessor Shall mean M/s. Modi Builders Methodist Complex, a partnership firm and M/s. Modi Enterprises, a proprietary firm fully owned by M/s. Modi Builders Methodist Complex, having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, Secunderabad–003.
- 1.4. Original Tenancy Deed Shall mean Tenancy Deed dated 19<sup>th</sup> April, 1988 registered as document no. 686/90 at SRO Hyderabad executed by MCI in favour of the Lessor.
- 1.5. Supplementary Tenancy Deed Shall mean the Supplementary Tenancy Deed dated 22<sup>nd</sup> September, 2021 registered as document no. 3027/21 at SRO Hyderabad executed by MCI in favour of the Lessor.
- 1.6. Shop or Office Shall mean shops and offices situated at Methodist Complex. Shops are located on the lower ground floor and the upper ground floor and Offices are located on 1<sup>st</sup> to 4<sup>th</sup> floors.
- 1.7. Existing Tenancy Shall mean any lease or tenancy subsisting in favour of the Lessee herein for Shops/ Offices located in Methodist Complex.
- 1.6. Lease (or Tenancy) Shall mean the leasehold/tenancy rights in favour of the Lessee under this Lease Deed.
- 1.7. Lessee Shall mean any Lessee, tenant, sub-lessee or sub-tenant of the Lessor herein for Shops/ Offices located in Methodist Complex.
- 1.8. Sub-Lessee Shall mean any sub-lessee or sub-tenant of the Lessee herein for Shops/Offices located in Methodist Complex. Sub-lessee shall also include all successors-in-interest of the Lessee.
- 1.9. Transfer of Lease Shall mean the transfer of the leasehold/tenancy rights under this Lease to any third party i.e., Sub-Lessee by the Lessee or Lessor or Sub-Lessee for Shops or Offices located in Methodist Complex.
- 1.10.Monthly Rent Shall mean the monthly rent payable to the Lessor by the Lessee or the Sub-Lessee or their successors-in-interest. The Monthly Rent shall be enhanced periodically as given herein. The Monthly Rent shall remain unchanged except for the Periodic Enhancement during the period of Lease or subsequent renewals. There shall be no further increase/decrease in the Monthly Rent.
- 1.11.Periodic Enhancement Shall mean the Periodic Enhancement of Monthly Rent at the rate of 20% every 5 years on the then existing Monthly Rent. The first such enhancement shall fall due on 1<sup>st</sup> March, 2027. The Periodic Enhancement shall remain unaltered during the period of this Lease or subsequent renewals.
- 1.12.Renewal of Lease Shall mean Renewal of Lease for further periods of 30 years each on the same terms and conditions given in this Lease Deed including the clause of Renewal of Lease. The Monthly Rent shall remain unchanged except for Periodic Enhancements. The Periodic Enhancement shall also remain unchanged.
- 1.13.RSD Refundable Security Deposit Shall mean the Refundable Security Deposit paid by the Lessee to the Lessor under this Lease Deed.
- 1.14.MMC Monthly Maintenance Charges Shall mean the Monthly Maintenance Charges payable by the Lessee or Sub-Lessee or its successors-in-interest for the Shops and Offices in Methodist Complex to the Lessor for day to day maintenance of Methodist Complex. MMC shall be charged at a uniform rate for all Shops and another uniform rate for all Offices.

For Modi Builders Methodist Complex For Modi Builders Methodist Complex

Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 2 of 14 Joint SubRegistrar2 Hvderabad (R.O)

Endorsement:		y, Tranfer Duty, Reg this Instrument.	istration Fee and	d User Charg	ges are collected	d as below in	,
Description			In th	e Form of			
of Fee/Duty	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	3200	0	0	0	3300
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	100	0	0	0	100
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	4300	0	0	0	4400

Rs. 3200/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 100/- towards Registration Fees on the chargeable value of Rs. 21341/- was paid by the party through E-Challan/BC/Pay Order No .121ML0120824.D815N5130824 dated .12-AUG-24,13-AUG-24 of .YESB/,YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 3850/-, DATE: 12-AUG-24, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 2339195375856, PAYMENT MODE: NB-1001138, ATRN: 2339195375856, REMITTER NAME: MRS. KAVITA TOTLA, EXECUTANT NAME: MODI ENTERPRISES, CLAIMANT NAME: MRS. KAVITA TOTLA). (2). AMOUNT PAID: Rs. 500/-, DATE: 13-AUG-24, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 6375463507737, PAYMENT MODE: NB-1001138, ATRN: 6375463507737, REMITTER NAME: MRS. KAVITA TOTLA, EXECUTANT NAME: MODI ENTERPRISES, CLAIMANT NAME: MRS. KAVITA TOTLA).

Date:

13th day of August,2024

Signature of Registering Officer Hyderabad (R.O)

#### Certificate of Registration

Registered as document no. 2321 of 2024 of Book-1 and assigned the identification number 1 - 1607 - 2321 - 2024 for Scanning on 13-AUG-24.

Hyderabad (R.0)

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Joint Sub-Registrar

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- 1.15. Building Renovation Charges Shall mean charges payable by the Lessee or Sub-Lessee or its successors-in-interest for the Shops and Offices in Methodist Complex to the Lessor for major renovation work. Building Renovation Charges shall be charged at a uniform rate for all Shops and another uniform rate for all Offices.
- 1.16.Common Areas Shall mean areas of the Methodist Complex like driveways, common passages within the building, lifts, staircases, overhead tank, sump, lift headroom, etc. A portion of the parking on the first floor shall form a part of Common Areas and a part of parking is exclusively reserved for the Lessor's use.
- 2. Whereas this Lease Deed is executed in recognition of a pre-existing transaction/Existing Tenancy now continuing between the Lessor and Lessee. This Lease Deed is being executed to streamline the relationship and have it covered with a semblance of uniformity considering the large number of Shops/Offices in Methodist Complex, and the lifespan of the transaction and of the building, stand extended indefinitely, are long term in nature.
- 3. Details of the Lessor rights to Lease Methodist Complex:
  - Whereas MCI are the owners of the land admeasuring about 2760 sq meters (3300 sq yards) bearing M.No.5-9-189/190, situated at Chirag Ali Land, Abids, Hyderabad, Telangana.
  - MCI entered into an agreement dated 9.10.1982 with the Lessor for development of the said 3.2. land. In pursuance of the said agreement, the Lessor has obtained necessary permit vide sanction in F. No. 300/TP/A3/81 dated 1.8.1985 for construction of a commercial complex on the said land. The Lessor constructed a commercial complex on the said land consisting of lower basement, upper basement and 4 other upper floors along with amenities and utilities on the said land. The said land along with the commercial complex is hereafter referred to as Methodist Complex. The schedule of Methodist Complex is given in Annexure -A.
  - 3.3. Upon completion of the construction, MCI executed a long-term lease in favour of the Lessor by way of Original Tenancy Deed, registered as Doc. No. 686 of 1990 dated 19th April, 1988 at the District Registrar Office, Nampally, Hyderabad. In terms of the Original Tenancy Deed, the Lessor herein was authorized to create valid and subsisting sub-leases/sub-tenancy for long periods and any such sub-leases/sub-tenancy created to be valid, subsisting and binding on MCI also. Such sub-tenants/ sub-lessees rights were also protected even in the event of cancellation of the development agreement or the Tenancy Deed executed in favour of the Lessor herein, confirming that in such an event, the obligation of sub-tenant/ sublessee shall be towards the MCI, and the leasehold interest of the sub-lessee or sub-tenant shall continue without interruption.
  - The salient features of the Original Tenancy Deed with MCI and the Lessor is reiterated as under:
    - 3.4.1. MCI would continue to be the absolute owner of Methodist Complex.
    - 3.4.2. MCI by way of the Original Tenancy Deed has given on long lease the entire Methodist Complex to the Lessor (except about 5000 sft on II floor).
    - 3.4.3. The Lessor has agreed to pay monthly rent of Rs.1,00,000/- to MCI from 1st March, 1987 with an increase in rent by 20% every 5 years.
    - 3.4.4. The Lessor is entitled to assign, transfer, sub-let and / or give on leave and license, any portion of Methodist Complex at its discretion without requiring any further consent of
    - 3.4.5. Such sub-lessee/sub-tenants shall continue to enjoy their rights even in case of any default in the obligation of the Lessor to MCI.

For Modi Builders Methodist Complex For Modi Builders Methodist Complex

Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 3 of 14 Joint SubRegistrar2 Hyderabad (R.O)





- 3.4.6. The tenancy / lease between the Lessor and MCI is contemplated as a long term arrangement and for purposes of stamp duty and registration cost, the Original Tenancy Deed may be deemed to be for a period of 30 years and shall be renewed on the same terms and conditions subject to the Periodic Enhancement of rent and the said clause for renewal which shall inure to the advantage of the sub-lessees as well, being a long-term lease.
- 3.5. The Lessor has been performing its obligations to MCI without any default since 1987. The Lessor has paid rents to MCI as per the Original Tenancy Deed along with 20% increase every 5 years. The Lessor was entitled to renewal of the Original Tenancy Deed subject to the Periodic Enhancement of rent and the clause for renewal after expiry of the initial period of 30 years. MCI has renewed the Original Tenancy Deed for a further period of 30 years from 1<sup>st</sup> March, 2017 to 28<sup>th</sup> February, 2047 by way of Supplementary Tenancy Deed dated 22<sup>nd</sup> September, 2021 registered as Doc. No.3027/21 at the SRO, Hyderabad. The salient features of the Supplementary Tenancy Deed are:
  - 3.5.1. MCI has acknowledged the compliance of the Lessor with respect to the terms of the Original Tenancy Deed.
  - 3.5.2. The Lessor is liable to pay MCI a rent of Rs. 2,68,738/- per month from 1<sup>st</sup> March, 2017 along with the escalation of 20% every 5 years. The first escalation for the renewal term would commence from 1<sup>st</sup> March, 2022.
  - 3.5.3. The Supplementary Tenancy Deed is a long-term arrangement and the Original Tenancy Deed shall be renewed on the same terms and conditions subject to the Periodic Enhancement of rent and the clause for renewal and shall continue to be renewed until such time the Lessor continues to pay monthly rents to MCI.
- 3.6. Accordingly, the Lessor is absolutely entitled to sub-let and / or give on lease and license, any portion of Methodist Complex to any intending Lessee without any further consent of MCI.
- 4. Terms of Lease by the Lessor in favour of the Lessee:
  - 4.1. The Lessor has agreed to give on Lease a portion of Methodist Complex to the Lessee on the terms and conditions given herein.
  - 4.2. The details of the Schedule Property being Leased to the Lessee is given in Annexure-B.
  - 4.3. The plan of the Schedule Property being Leased to the Lessee is given in Annexure-C.
  - 4.4. The Lessee is in occupation of the Schedule Property on a long-term lease from the Lessor. The Lessor acknowledges that the Lessee has been performing its obligations to the Lessor and that it has cleared all the arrears of rent and other charges payable to the Lessors on this day. The Lessor has no further claim of any arrears for past periods.
  - 4.5. The details of Monthly Rent, Refundable Security Deposit, Monthly Maintenance Charges, etc. payable by the Lessee to the Lessor is given in Annexure-B.
  - 4.6. The Lessee herein shall be entitled to Transfer of Lease of the Schedule Property or any part thereof at its discretion without requiring any further consent of the Lessor herein or from MCI, for such consideration as the Lessee herein may consider proper. However, such a Transfer of Lease shall be on the same terms and conditions of this Lease and in accordance with the terms and conditions of the Tenancy Deed. It is further agreed that in the event of such a Transfer of Lease the Refundable Security Deposit mentioned in Annexure-B shall if the Lessee herein so directs, automatically stand transferred to such a Sub-Lessee.

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 4 of 14 Joint SubRegistran Hyderabad (R.O)





4.7. This Lease Deed being executed is also a long-term arrangement and the Lease shall be renewed on the same terms and conditions subject to the Periodic Enhancement of Monthly Rent including the clause pertaining to Renewal of Lease until such time the Lessee continues to pay the monthly rents to the Lessor. Mere non-execution of the renewal of Lease Deed shall not entitle the Lessor to terminate the Lease.

## 5. Renewal of Lease by the Lessor in favour of the Lessee:

- 5.1. This Lease Deed is a long-term arrangement and for the purposes of stamp duty and registration charges the Lease Deed is being registered for a period of about 24 years upto 28th February 2047.
- 5.2. The Lessee shall be entitled to Renewal of Lease for the further period of 30 years from 1<sup>st</sup> March 2047. The Lessee shall be obliged to renew the Lease in favour of Lessee or Sub-Lessee or their successors-in-interest.
- 5.3. The Lessor or their successors-in-interest, shall be obliged to send an advanced intimation to the Lessee (or Sub-Lessee), in writing, at least 180 days before the expiry of this Lease, to enable the Lessee or Sub-Lessee or their successors-in-interest to renew the Lease.
- 5.4. It is agreed between the Lessor and the Lessee that the Lessee shall be entitled to Renewal of Lease in its favour or in favour of any other parties as the Lessee may so direct.
- 5.5. It is further agreed between the Lessor and the Lessee that this Lease would be renewed on the same terms and conditions, including the renewal clause and Periodic Enhancement of Monthly Rent for further periods of 30 years.
- 5.6. It is further agreed that the Lessor shall renew the lease in favour of the Lessee by way of a registered Lease Deed. The cost of stamp duty, registration charges and incidental expenses shall be borne by the Lessee.
- 5.7. The Lessor covenants that there shall be no change in the Monthly Rent, subject to Periodic Enhancement, payable by the Lessee or Sub-Lessee to the Lessor, during the period of the Lease or for further periods of renewal. The Lessor further covenants that there shall be no change in the Periodic Enhancement during the period of the Lease or for further periods.

## 6. Obligations of the Lessee:

- 6.1. The Lessee shall regularly pay the Monthly Rent to the Lessor along with Periodic Enhancement as per details given in Annexure B. The rent shall be payable in advance on or before 7<sup>th</sup> day of each month.
- 6.2. The Lessee shall be entitled to deduct TDS at the applicable rates. However, the Lessee shall provide proof of payment of such TDS to the statutory authorities within three months from the due date of payment of Monthly Rent.
- 6.3. The Lessee shall pay Monthly Maintenance Charges regularly to the Lessor. The details of Monthly Maintenance Charges are given in Annexure B. The Monthly Maintenance Charges shall be payable in advance on or before 7<sup>th</sup> day of each month.
- 6.4. The Lessor shall have a right to appoint another agency/body/society/Association for the day to day maintenance of Methodist Complex. The Lessee shall be obliged to pay Monthly

  The Lesser beautiful and a entity on the directions of the Lessor.
- 6.5. The Lessee has paid Refundable Security Deposit to the Lessor. The Refundable Security Deposit shall not carry any interest and shall be refunded to the Lessee (or Sub-Lessee) on B.
- 6.6. The Lessee shall pay electricity charges as per separate meter provided, property tax for the Scheduled Property, etc. to the concerned departments regularly.

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 5 of 14 Joint SubRegistral Hyderabad (R.O)



- It is agreed that the Lessee herein shall not use the Schedule Property for any purpose which 6.7. is illegal or prohibited, by law or for such purpose which has been specifically prohibited under the Tenancy Deed.
- The Lessee shall not be entitled to make any structural changes or cause damage to the 6.8. building or to the Schedule Property or Methodist Complex. The Lessee shall seek prior permission from the Lessor before undertaking any civil work in the Scheduled Property. The Lessee confirms that it shall not alter the elevation of the building without seeking prior permission from the Lessor.
- The Lessee confirms that it shall not place any furniture/objects/items in the Common Areas 6.9. of the building. Further, the Lessee confirms that it shall not place hoardings or sign boards in any Common Area or on the elevation of Methodist Complex.
- 6.10. The Lessee shall be obligated to pay enhanced Monthly Maintenance Charges to the Lessor which are proposed to be enhanced from time to time.
- 6.11. The Lessee shall be obliged to pay Building Renovation Charges to the Lessor for repair/replacement/upgradation of major items like lifts, transformers, panels, generators, etc., or in case of major civil works/renovation.
- 6.12. The Lessee shall pay GST and / or any other similar taxes levied or become leviable in future to the Lessor on the Monthly Rent, Monthly Maintenance Charges or Building Renovation Charges payable by the Lessee to the Lessor. The Lessor shall be obliged to raise GST invoices for the same.
- 6.13. In case of Transfer of Lease, the Sub-Lessee shall be responsible for meeting the obligations of the Lessee.

## 7. Obligations of the Lessor:

- The Lessor shall issue receipts for Monthly Rent received from the Lessee within 15 days of receiving the Monthly Rent.
- The Lessor shall be obliged to provide the details of its bank account to enable the Lessee or 7.2. Sub-Lessee to pay Monthly Rent/Monthly Maintenance Charges to the Lessor by direct deposit/ online transfer/ electronic transfer. The Lessee shall intimate the Lessor about such payment of Monthly Rent/ Monthly Maintenance Charges. The Lessor shall be obliged to issue receipt for Monthly Rent/ Monthly Maintenance Charges upon receiving proof of payment by the Lessee. The Lessor shall periodically update the Lessee about any change in its bank account.
- The Lessor shall permit the Lessee to enjoy the Schedule Property without any hindrance as long as the Lessee is meeting its obligations under this Lease Deed.
- The Lessor shall be obliged to issue a no objection certificate to the Lessee and/or its Sub-Lessee within 30 days of such a request by the Lessee for Transfer of Lease. However, the Lessee shall not be required to obtain such a no objection certificate from the Lessor.
- Further, at the request of the Lessee, the Lessor shall be obliged to join as Consenting Party for Transfer of Lease in favour of Sub-Lessee, on the same terms and conditions as in this Lease Deed. However, the Lessee shall issue a 30 days advance notice to the Lessor to enable the Lessor to join in executing the registered sub-lease.
- Further, at the request of the Lessee, the Lessor shall be obliged to transfer this Lease in favour of any other Sub-Lessee that the Lessee may identify, on the same terms and conditions of this Lease Deed. However, the Lessee shall issue a 30 days advance notice to the Lessor to enable the Lessor execute a registered sub-lease.

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 6 of 14 Joint SubRegistrar2 Hyderabad (R.@)





- 7.7. In case of such a Transfer of Lease, the Refundable Security Deposit paid by the Lessee to the Lessor shall deemed to be transferred to such a Sub-Lessee. The Sub-Lessee shall be responsible for meeting the obligations of the Lessee and the Sub-Lessee shall be entitled to refund of the Refundable Security Deposit held by the Lessor upon termination of the Lease.
- 7.8. It is further agreed that in case of Transfer of Lease, as given above, it shall be recorded by way of a registered Lease Deed. The cost of stamp duty, registration charges and incidental expenses shall be borne by the Sub-lessee.
- 7.9. In case the Lessor transfers its right, title or interest in the Schedule Property or Methodist Complex in favour of any third party, such transferee shall be bound by all the obligations cast upon the Lessor under this Lease Deed, vis-à-vis Lessee or Sub-Lessee.
- 7.10. The Lessor hereby confirms that during the subsistence of this Lease, the Lessee herein shall be entitled to occupy the Schedule Property peacefully without any let or hindrance from any person whatsoever and that the Lessor herein shall perform whatever obligation it has to MCI so that the right and interest of the Lessee herein is in no way affected. This right shall be capable of being enforced at the instance of the Lessee or Sub-Lessee.
- 7.11. The Lessor further confirms that the Lessee herein shall be entitled to make use of the Common Areas of Methodist Complex including staircase, landing, common parking area and common entrance to Methodist Complex for ingress and egress and all other amenities and conveniences available in Methodist Complex.
- 7.12. The Lessor further confirms that the Lessor herein shall not carry on any further construction in Methodist Complex without obtaining proper permits and NOCs from the concerned statutory authorities.
- 7.13. The Lessor shall be responsible for overall maintenance of the building which includes providing of security service, housekeeping services, water supply, electricity supply to Common Areas, minor repairs and maintenance, maintenance of lift, arresting minor seepages and leakages, etc. The Lessor shall utilise the amount collected as Monthly Maintenance Charges from the occupants of Methodist Complex for providing these services. Accordingly, the Lessor shall be entitled to enhance the Monthly Maintenance Charges from time to time to meet these expenses. The Lessor shall maintain separate books of accounts for Monthly Maintenance Charges collected by it and send an annual statement of accounts to the Lessee upon request. The Lessor shall strictly use the Monthly Maintenance Charges collected for day to day maintenance of Methodist Complex.
- 7.14. The Lessor shall be responsible for major repairs including upgrading or replacing lifts, electric power supply infrastructure, water supply infrastructure, structural repairs, major civil works, major leakages and seepages, etc. However, the Lessor shall be entitled to collect Building Renovation Charges from the occupants of Methodist Complex as and when such need arises. The Lessor shall maintain separate books of accounts for Building Renovation Charges collected by it and send an annual statement of accounts to the Lessee upon request. The Lessor shall strictly use the Building Renovation Charges collected for the repairs and maintenance of Methodist Complex.

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 7 of 14 Joint SubRegistrar2 Hyderabad (R.B)





- 8. Termination of Lease between the Lessor and Lessee:
  - 8.1. The Lessor shall not be entitled to terminate this Lease in case of default in payment of Monthly Rent and / or Monthly Maintenance Charges by the Lessee to the Lessor, without giving a reasonable opportunity to the Lessee for curing the default. In case of default in payment of Monthly Rent and/ or Monthly Maintenance Charges by the Lessee, the Lessor shall give at least (3) three months time by way of written notice to the Lessee to pay the arrears of Monthly Rent and / or Monthly Maintenance Charges without interest to the Lessor. Further, in case the default in payment of Monthly Rent or Monthly Maintenance Charges continues beyond the said 3 months notice period, the Lessor shall be entitled to recover arrears of Monthly Rent or Monthly Maintenance Charges from the Lessee along with interest @18% per annum.
  - 8.2. The Lessor shall not be entitled to terminate the Lease for default in payment of Monthly Rent or Monthly Maintenance Charges, if the default is cured by the Lessee along with interest within a period of (24) twenty four months from the date of receipt of written demand to cure the said default.
  - 8.3. The Lessor shall not be entitled to terminate the Lease for any other reason and shall continue to renew the Lease on the same terms and conditions from time to time till the building continues to exist and the lease with MCI continues to exist, whichever is later.

### 9. Arbitration clause:

9.1. In the event of any dispute between the parties as regards the present document, its implementation or non-implementation, compliance of breach of any of its terms, interpretation thereof and any matter arising out of or touching any of the above, the same shall be referred to arbitration consistent with the provisions of The Arbitration and Conciliation Act, 1996, proceedings being held at Hyderabad in the English language, each party designating one arbitrator and the two arbitrators designating a third and the tribunal then entering upon the reference. The award of the arbitrator shall be final and binding on both the parties.

IN witness whereof the parties affixed their signatures in the presence of the following witnesses on the date first mentioned.

For Modi Builders Methodist Complex

Lessor:

Represented by Suresh Bajaj:

Authorised Signatory

Represented by Soham Modi:

For Modi Builders Methodist Complex

Lessee:

Authorised Signatory

Witness no.1:

Name:

Address

Witness no. 2:

Name:

Address

RAVI KUMAR TOTLA

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 8 of 14 Joint SubRegistrar2 Hyderabad (R.O)





## ANNEXURE - A

## Details of Methodist Complex:

All that building consisting of Shops/Offices on 6 floors i.e., lower ground floor, upper ground floor, first floor, second floor, third floor, fourth floor along with parking on the first floor, appurtenant amenities and utilities constructed on land admeasuring about 3,300 sq yds, bearing municipal no. 5-9-189/190 situated at Abids Road, Chirag Ali Lane, Hyderabad, Telangana and bounded by:

On or towards the South : By Chirag Ali Lane

On or towards the East

: By Abid Road

On or towards the West

: Brindavan Commercial Complex

On or towards the North: Lenaine Estate.

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 9 of 14 Joint SubRegistrar2 Hyderabad (R.O)

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# ANNEXURE -B

Details of the terms between the Lessee and the Lessor.

# A. Details of Lessor:

Sl. No.	Item/Description	Details	
1.	Name of Lessor	M/s. Modi Enterprises (Owned by Modi Builders Methodist Complex, a partnership firm)	
2.	Authorised representative of Lessor	Mr. Suresh Bajaj and Mr. Soham Modi.	
3.	Designation of authorized representative	Partner	
4.	Aadhaar no. of authorized representative	2386 7206 2928 & 3146 8727 4389	
5.	Registered office of Lessor	5-4-187/3 & 4, Second Floor, Soham Mansion, M.G. Road, Secunderabad-500 003	
6.	Address for correspondence	5-4-187/3 & 4, Second Floor, Soham Mansion, M.G. Road, Secunderabad-500 003	
7.	Mobile no. of Lessor	040-66335551	
8.	Email Id of Lessor	admin@modiproperties.com	
9.	Pan no. of Lessor	AABFM2938C	
10.	GST No. of Lessor	36 AABFM2938C2ZK	
11.	Bank Account details for payment of Monthly Rent	Account no.0142003063500.  DBI Bank, Basheerbagh, Hyderabad.  IFSC Code: IBKI0000002	

# B. Details of Lessee:

Sl. No.	Item/Description	Details
1.	Name of Lessee	Mrs. Kavita Totla
2.	Authorised representative of Lessee	Mr. Rajender Totla
3.	Designation of authorized representative	NA NA
4.	Aadhar no. of authorized representative	2872 7209 1364
5.	Registered office of Lessee	H. No 3-5-45/A, Narsing Nivas, Opposite Jagruti College, Ramkote, Nampally, Hyderabad-500 001.
6.	Address for correspondence	H. No 3-5-45/A, Narsing Nivas, Opposite Jagruti College, Ramkote, Nampally, Hyderabad-500 001.
7.	Mobile no. of Lessee	
8.	Email Id of Lessee	9391006382
9.	Pan no. of Lessee	ravihallmarkabids@gmail.com
10.	GST No. of Lessee	AAWPT6951D NA

For Modi Builders Methodist Complex

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 10 of 14 Joint SubRegistran Hyderabad (R.O)

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## C. Details of Scheduled Property:

Sl. No.	Item/Description	Details	
1.	Shop/Office No.	Office/Shop no. UGF-23.	
2.	Floor	Upper Ground Floor.	
3.	Built up area	250 sft	
4.	Super built-up area	300 sft	

Note: Rent, maintenance and other charges to be paid on super built-up area

## D. Terms and Conditions:

Sl. No.	Item/Description	Details	
1.	Monthly rent:	Rs. 600/- (+GST)	
2.	Security Deposit	Rs. 1,000/- per sft = Rs. 3,00,000/- made by way o Pay order No.009985. Dated: 16-07-2024 drawn on HDFC Bank.	
3.	Lease Commencement date:	1 <sup>st</sup> January 2024.	
4.	Lease period	Long Term.  For the purpose of stamp duty and registration charges this Lease is being executed up to 28 <sup>th</sup> February, 2047.	
5.	Lease renewal  Lease would be renewed on the same terms conditions, along with the clause of Period Enhancement including the clause of renewal for further periods of 30 years, by executing renewed Lease Deed.		
6.	Rent increase	20% every 5 years.	
7.	Next rent increase date	1 <sup>st</sup> March, 2028.	
8.	Monthly maintenance charges payable to Lessor	Rs. 3/- per month + GST.	

Details of the Scheduled Property being leased by the Lessor to the Lessee:

All that Office/Shop space admeasuring 300 sft of super built up area, on the Upper ground floor, bearing Office/Shop no. 23, bearing municipal no.5-9-189/190 situated in Methodist Complex, Chiragali Lane, Abid Road, Hyderabad, marked in red in the plan annexed herein and bounded by,

For Modi Builders Methodist Complex

North: Shop No 13

South : Common Passage

East : Shop No 22 West : Shop No 24

For Modi Builders Methodist Complex

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 11 of 14 Joint SubRegistrar2 Hyderabad (R.O)



## ANNEXURE C

## PLAN OF THE SCHEDULE PROPERTY BEING LEASED TO THE LESSEE





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SHOP.NO.23

BUA: 250 Sft SBUA: 300 Sft MAIN ROAD

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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 12 of 14 Joint SubRegistrar2 Hyderabad (R.O)

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హైదరాబాద్ භාර කර <del>වි</del>. 500034 Address

S/O: Satish Modi. plot no 280, road no-25, near peddamma temple jubilee hills. Khairatabad, Banjara Hills. Hyderabad

Andhra Pradesh, 500034

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Aadhaar - Aam Aadmi ka Adhikar

For Modi Builders Methodist Complex



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Address

Aduless. 2-3-64/10/24 1FLOOR KAMALA NILAYAM. JAISWAL COLONY, Amberpet, PO: Amberpet, DIST: Hyderabad. Telangana - 500013



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Address

Late Ramnivas, 12-10-586/1/2. Snnivas sNagar. warasi guda. Secunderabad, DIST sHyderabad. Andhra Pradesh 500061



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Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 13 of 14 Joint SubRegistrar2 , Hyderabad (R.O)

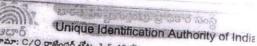












ఆధార్ విరునామా: C/O రాజేందర్ లోట్ల, 3-5-45/ఏ, రమ్మాట్, హమాయత్ నగర్, వాంపల్లి, హైదరాబాద్ జి.పి, హైదరాబాద్, తెలంగాణ, 500001

Address: C/O Rajender Totla, 3-5-45/A, Ramkote, Himayat Nagar, Nampally, Hyderabad G.p. Hyderabad, Telangana, 500001



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पताः पर्णः ट/O चंदुमल तोटला, 3-5-45/ए, नर्सिंग निवास, जागृति कॉलेज के सामने, रमकोटे, नाम्पलय, हैदराबाद, तेलंगना - 500095

Address: C/O Chandmal Totla, 3-5-45/A, Narsing Nivas, Opp Jagruti College, Ramkote, Nampally, Hyderabad, Telangana - 500095



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BELLEVICE

Bk - 1, CS No 2404/2024 & Doct No 2321/2024. Sheet 14 of 14 Joint SubRegistrar2' Hyderabad (R.O)



