

MODI ENTERPRISES

203

## LEASE DEED

This Deed of Lease is executed at Hyderabad on this the day of 30 September, 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

M/s. Nitiraj Engineers Ltd., represented by its authorised Signatory, Mr. Pravin Balwant Kulkarni, Son of Mr. Balwant Pundlik Kulkarni, aged about 54 years, Occupation: Business, resident of Plot No. J-25 & J-26, MIDC Awadhan, Dhule-424 006.

(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 Modi Builders Methodist Complex

For Modi Builders Methodist Complex

**Authorised Signatory** 

authorised Signatory

on the 22nd day of OCT, 2024 by Sri K.Prabhakar Reddy Execution admitted by (Details of all Executants/Claimants under Sec 32A): Signature/Ink Thumb Impression Thumb Impression Photo SI No Code PRAVIN BALWANT KULKARNI[R]M/S NITIRAJ ENGINEERS LTD LE DHULF PRAVIN BALWANT K [1607-1-2024-3088] K.PRABHAKAR REDDY[R]M/S MODI ENTERPRISES REP BY SURESH BAJAJ & SOHAM MOD 2 LR , HYDERAB K.PRABHAKAR REDD [1607-1-2024-3088] Identified by Witness: Name & Addres Signature SI No Thumb Impression Photo **DINESH SURESH** . 2 HYDERABAD DINESH SURESH CHA [1607-1-2024-3088] R SANJAY 1 HYDERABAD R SANJAY::22/10/20 [1607-1-2024-3088] Biometrically Authenticated by SRO CHARAY NATRAJ 9022-OCT-204 12:36:49 oint SubRegistrar2 22nd day of October,2024 Hyderabad (R/O) E-KYC Details as received from UIDAI: Photo SI No **Aadhaar Details** Address: 1 Aadhaar No: XXXXXXXX9204 Amberpet, Amberpet, Hyderabad, Telangana, Name: Kandi Prabhakar Reddy 500013 Aadhaar No: XXXXXXXX4682 Balwant Kulkarni, Dhule, Dhule, Dhule, Maharashtra, 424002 Name: Pravin Balwant Kulkarni

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Joint SubRegistrar Hyderabad (R.O)

Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 1 of 14

Sheet 1 of 14



#### 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, Opp: 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–500 003.
- 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. Tenancy Deed Shall mean the Original Tenancy Deed and Supplementary Tenancy Deed read together.
- 1.7. 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; Offices are located on 1<sup>st</sup> to 4<sup>th</sup> floors.
- 1.8. Existing Tenancy Shall mean any lease or tenancy subsisting in favour of the Lessee herein for Shops/ Offices located in Methodist Complex.
- 1.9. Lease (or Tenancy) Shall mean the leasehold/tenancy rights in favour of the Lessee under this Lease Deed.
- 1.10. Lessee Shall mean any Lessee, tenant, sub-lessee or sub-tenant of the Lessor herein for Shops/ Offices located in Methodist Complex.
- 1.11. 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.
- 1.12. 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.
- 1.13. 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.
- 1.14. 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.

For Modi Builders Methodist Complex

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Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	In the Form of						
	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	10100	0	0	0	10200
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	150	0	0	0	150
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	11250	0	0	0	11350

Rs. 10100/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 150/- towards Registration Fees on the chargeable value of Rs. 67548/- was paid by the party through E-Challan/BC/Pay Order No ,828BTX191024 dated ,19-OCT-24 of ,HDFS/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 11300/-, DATE: 19-OCT-24, BANK NAME: HDFS, BRANCH NAME: , BANK REFERENCE NO: 7594675009345, PAYMENT MODE: NB-1001138, ATRN: 7594675009345, REMITTER NAME: MR. PRAVIN BAYWANT KULKARNI, EXECUTANT NAME: MODI ENTERPRISES, CLAIMANT NAME: NITIRAJ ENGINERAS LIMITED).

Date:

22nd day of October, 2024

Signature of Registering/Officer

Hyderabad (R.0)

Certificate of Registration

Registered as document no. 2982 of 2024 of Book-1 and assigned the identification number 1 - 1607 - 2982 2024 for Scanning on 22-OCT-24.

Hyderabad (R.0)

Note. Copy has ocen Registered along with the original

Seint Sub Registrar R.O. Hyderahad





- 1.15. 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.
- 1.16. RSD Refundable Security Deposit Shall mean the Refundable Security Deposit paid by the Lessee to the Lessor under this Lease Deed.
- 1.17. 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.
- 1.18. 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.
- 1.19. 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:
  - 3.1. 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.
  - 3.2. MCI entered into an agreement dated 9.10.1982 with the Lessor for development of the said 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 19<sup>th</sup> 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/ sub-lessee shall be towards the MCI, and the leasehold interest of the sub-lessee or sub-tenant shall continue without interruption.

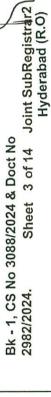
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- 3.4. The salient features of the Original Tenancy Deed with MCI and the Lessor is reiterated as under:
  - 3.4.1. MCI would continue to be the absolute owner of Methodist Complex.
  - 3.4.2. MCI by way of the Original Tenancy Deed has given on long 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 MCI.
  - 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.
  - 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.
  - 3.5.4. 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.

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 4 of 14 Joint SubRegistrar's Hyderabad (R.O)

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- 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.
- 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 up to 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.

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 5 of 14 Joint SubRegistrar Hyderabad (R.O)





- 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 Maintenance Charges to such 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 termination of the Lease. The details of Refundable Security Deposit are given in Annexure 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.
  - 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.

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 6 of 14 Joint SubRegistrar2 Hyderabad (R.O)

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- 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.
  - 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 beed. 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.

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 7 of 14 Joint SubRegistrar2 Hyderabad (R.O)





- 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.

## 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.

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 8 of 14 Joint SubRegistrar2 Hyderabad (R.O)





#### 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.

## 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.

Lessor:

Represented by Suresh Bajaj:

For Modi Builders Methodist Complex

Authorised Signatory

Represented by Soham Modi:

For Modi Builders Methodist Complex

Authorised Signatory

Lessee:

Witness no.1:

Name:

Address

Dinella careala Chavan

Witness no. 2:

Name:

Address

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. 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	Nitiraj Engineers Ltd.			
2.	Authorised representative of Lessee	Mr. Pravin Balawant Kulkarni			
3.	Designation of authorized representative	Advocate and Management consultant			
4.	Aadhar no. of authorized representative	6113 5433 4682			
5.	Registered office of Lessee	306A, Bhabha Building, NM Joshi Marg, Mumbai - 400011 (M.S)			
6.	Address for correspondence	Plot No J-25 & J-26, MIDC, Awadhan, Dhule – 424 006			
7.	Mobile no. of Lessee	+91 -22-23094161, 2562-239080, 239331 & 093252 52177			
8.	Email Id of Lessee	pbk@nitiraj.net& response@nitiraj.net			
9.	Pan no. of Lessee AABCN1116E				
10.	GST No. of Lessee	27AABCN1116E1Z1			

ar Modi Builders Methodist Complex

Authorised Signatory

For Modi Builders Methodist Complex

Authorised Signatory

BK - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 10 of 14 Joint SubRegistrar2 Hyderabad (R.O)





## Details of Scheduled Property:

Sl. No.	Item/Description	Details	
1.	Shop/Office No.	Office/Shop No. 303	
2.	Floor	3 <sup>rd</sup> Floor	
3.	Built up area	1354 sft	
4.	Super built-up area	1625 sft	

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

#### C. Terms and Conditions:

Sl. No.	Item/Description	Details
1.	Monthly rent:	Rs. 1625/- (+GST)
2.	Security Deposit	Rs.500/- per sft = Rs. 8,12,500/- payment made by way of Pay order No. 021304, dated: 17-08-2024 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 upto 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	

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

All that Office/Shop space admeasuring 1625 sft of super built up area, on the 3<sup>rd</sup> floor, bearing Office/Shop no. 303, 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

: Open to Sky

South

: Common Passage & Office No. 302

East

: Open to Sky

Authorised Signatory

West

: Office No. 304

For Modi Builders Methodist Complex

For Modi Builders Methodist Complex

Authorised Signatory

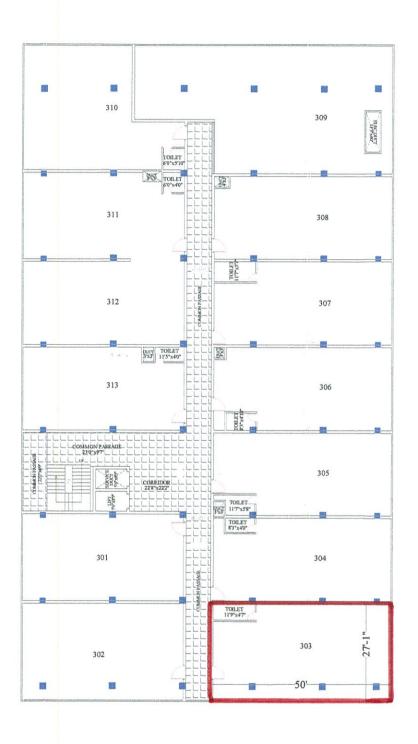
Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 11 of 14 Joint SubRegistrar2 Hyderabad (R.O)

The Seal of Joint Sub Registrar office HYDERABAD (R.O)

### ANNEXURE C

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





SHOP.NO.303

BUA: 1354 5 Modi Builders Methodist Complex Modi Builders Methodist Complex

SBUA: 1625 Sft

Authorised Signatory

Authorised Signatory

Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 12 of 14 Joint SubRegistrar2 Hyderabad (R.O)







भारत सरकार





కోహాం సిలిస్ సూడి Soham Satish Modi-ఫ్రాట్లిన సం<mark>.</mark>/YoB 1969 ಪುರುಭುದು Male



#### भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

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హైదరాబాద్

අතුල කුරුම් 500034

Address

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

Hyderabad

Andhra Pradesh, 500034

ఆధార్ - ఆధార్ – సామాన్యమానవుడి హక్కు

For Modi Builders Methodist Completeni ka Adhikar



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Government of India

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Authorised Signatory

PERMANENT ACCOUNT NUMBER

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For Modi Builders Methodist Complex Sun Mary



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కండి ప్రభాకర్ రెడ్డి Kandi Prabhakar Reddy పుట్టిన తేదీ/DOB: 15/01/1974 పురుమడు/ MALE

ఆధార అనేది గుర్తింపు రుజావు మాత్రమ, పౌరసత్వం లేదా పుట్టిన చేదీ కే కాడు. ఇది దృవీకరంలో మాత్రమ ఉపయోగించాలి (అసీలైస్ బ్రమాలికరం లేదా QR కోడ్ 7 ఆపలైన XML యొక్క స్పావింగ్)

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Authorised Signatory

చారత విశేష్ట్ర గుర్తింపు ప్రాధికార సంస్థ

Unique Identification Authority of India

రామానా: 2.3-64/10/24 1ఎక్కరిల్ఓ0ఆర్ కేస్తున్నిపికల్లో 3ఎస్ఎపర్స్మేమమ్, జీఏలునిండబ్బ్యాపిలో సిట్టుల్ఓఎన్నేక, ఆర్ప్రెక్సిట్, అమృర్వేట్, హైదరాబాద్, 3రంగాణ - 500013

Address: 2.3-54/10/24 1FLOOR KAMALA NILAYAM. 3/AISWAL COLONY, Amberpet, PO: 4/Amberpet, DIST: Hyderabad. 5-50013



VID: 9197 0409 3118 9935









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## Government of India



రామ్ రివాస్ సిం<mark>జ</mark>య్ Ramnivas Sanjay ຊູຊູຣ dố/DOB 31/12/1983 ຊູເປັນສປ MALE

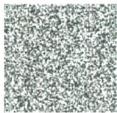
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Address
Late Ramnivas, 12 10 586/1/2, Srinivas
Nagar, waras: guda, Secunderabad, DIST
Hyderabad,
Assekra Pradesh - 500061



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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 13 of 14 Joint SubRegistrar2 Hyderabad (R.O)

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Purchased By:
RAMESH
S/o LATE NARSING RAO
R/o HYD
For Whom
MODI ENTERPRISES

LEASE DEED

G.C.HANUMANTH RAO LICENSED STAMP VENDOR Lic. No. 16/07/081/2012 Ren.No. 16-07-05/2024 Shop No 105, First Floor Amrutha Estates Himayatnagar Hyderabad Ph 9908331872

This Deed of Lease is executed at Hyderabad on this the day of 30 September, 2024 by and between:

M/s. Modi Enterprises (owned by Modi Builders Methodist Complex, a partnership firm) having ts 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

M/s. Nitiraj Engineers Ltd., represented by its authorised Signatory, Mr. Pravin Balwant Kulkarni, Son of Mr. Balwant Pundlik Kulkarni, aged about 54 years, Occupation: Business, resident of Plot No. J-25 & J-26, MIDC Awadhan, Dhule–424 006.

(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 Modi Builders Methodist Complex

Mithorised Signatory

- Authorised Signatory

For Modi Builders Methodist Complex

on the 22nd day of OCT, 2024 by Sri K.Prabhakar Reddy

R SANJAY::22/10/20 [1607-1-2024-3088]

Execution admitted by (Details of all Executants/Claimants under Sec 32A): Signature/Ink Thumb SI No Code \*Thumb Impression Impression PRAVIN BALWANT KULKARNI[R]M/S NITIRAJ ENGINEERS LTD LE , DHULE PRAVIN BALWANT KU [1607-1-2024-3088] K.PRABHAKAR REDDY[R]M/S MODI ENTERPRISES REP BY SURESH **BAJAJ & SOHAM MODI** 2 LR , HYDERABAD K.PRABHAKAR REDD [1607-1-2024-3088] Identified by Witness: SI No Thumb Impression Photo Name & Address Signature **DINESH SURESH CHAVAN** 2 HYDERABAD DINESH SURESH CHA [1607-1-2024-3088] R SANJAY HYDERABAD

22nd day of October,2024

(R.O)

Hyderabad

Joint SubRegistrar

1 of 14

Sheet

2982/2024.

Bk - 1, CS No 3088/2024 & Doct No

Biometrically Authenticated by SRO CHARAIA NATRAJ on 22-OCT-20,4 12:36:49 Signature of Joint SubRegistrar2

Signature of Joint SubRegistr 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: XXXXXXXX4682 Name: Pravin Balwant Kulkarni	C/O Balwant Kulkarni, Dhule, Dhule, Dhule, Maharashtra, 424002	RA







09-10-2013

Cato





प्रवीण बळवंस कुलकर्णी Pravin Balwant Kulkarni जम तारीख/DOB: 11/07/1971 gow/ MALE



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VID: 9102 0546 0390 9353

आधार, माझी ओळख



पत्ताः C/O: बळवंत कुलकर्षां, प्लॉट न्. 49, उत्कर्षं, बाडीभोकार हे रोड, श्रीराम कालोनी, वेबपुर, बुळ, धुळे, हु महाराष्ट्रं - 424002

Address: C/O: Balwant Kulkarni, plot no. 49, utkarsh, wadibhokar road, shriram colony, deopur, Dhule, Dhule, Maharashtra - 424002



4682

VID: 9102 0546 0390 9353

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holp@uldal.gov.in | @ www.uldai.go



#### भारत सरकार Government of India



विनेश सुरेश चव्हाण Dinesh Suresh Chavan जन्म तारीख/DOB: 08/01/1976 THE MALE

आधार हा ओळखीचा पुरावा आहे, नामरिकस्य किया वान्धवारखेचा नाही. हे पत्रदा पहलाकपीकार्टी वायराटे वाये र-भौन्साइन *हमानीकरण किया ८४-कोळचे* संहेनिन/ऑफसाइन XML)

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आधार, माझी ओळख माझे



भारतीय विशिष्ट ओळख प्राधिकरण Unique Identification Authority of India



परा: पर्लंट नं.१३, कला ऐषवर्या अपार्टमेंट, राठी टॉवर मागे, बिजली इनगर, औरंगाबाद, ऑरंगाबाद, झुमहाराष्ट्र - 431001

#Address: FLAT NO.13, KALA AISHWARYA APRT., BEHIND RATHI TOWER, BIJLI NAGAR, Aurangabad, DIST: Aurangabad, Maharashtra - 431001



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VID: 9106 3078 2181 9469

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 14 of 14 Joint SubRegistrar2 Hyderabad (R.O) Outline Total

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#### 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, Opp: 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–500 003.
- 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. Tenancy Deed Shall mean the Original Tenancy Deed and Supplementary Tenancy Deed read together.
- 1.7. 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; Offices are located on 1<sup>st</sup> to 4<sup>th</sup> floors.
- 1.8. Existing Tenancy Shall mean any lease or tenancy subsisting in favour of the Lessee herein for Shops/ Offices located in Methodist Complex.
- 1.9. Lease (or Tenancy) Shall mean the leasehold/tenancy rights in favour of the Lessee under this Lease Deed.
- 1.10. Lessee Shall mean any Lessee, tenant, sub-lessee or sub-tenant of the Lessor herein for Shops/ Offices located in Methodist Complex.
- 1.11. 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.
- 1.12. 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.
- 1.13. 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.
- 1.14. 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.

For Modi Builders Methodist Complex;

Authorised Signatory

For Modi Builders Methodist Complex

Authorised Signatory

	respect of t	his Instrument.						
Description	In the 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	10100	0	0	0	10200	
Transfer Duty	NA	0	0	0	0	0	C	
Reg. Fee	NA	0	150	0	0	0	150	
User Charges	NA	0	1000	0	0	0	1000	
Mutation Fee	NA	0	0	0	0	0	C	
Total	100	0	11250	0	0	0	11350	

Rs. 10100/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 150/- towards Registration Fees on the chargeable value of Rs. 67548/- was paid by the party through E-Challan/BC/Pay Order No ,828BTX191024 dated ,19-OCT-24 of ,HDFS/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 11300/-, DATE: 19-OCT-24, BANK NAME: HDFS, BRANCH NAME: , BANK REFERENCE NO: 7594675009345, PAYMENT MODE: NB-1001138, ATRN: 7594675009345, REMITTER NAME: MR. PRAVIN BALWANT KULKARNI, EXECUTANT NAME: MODI ENTERPRISES, CLAIMANT NAME: NITIRAJ ENGINEERS LIMITED) .

Date:

22nd day of October,2024

Signature of Registering Officer Hyderabad (R.O)

Certificate of Registration

Registered as document no. 2982 of 2024 of Book-1 and assigned the identification number 1 - 1607 - 2982 -2024 for Scanning on 22-OCT-24.

Registering Officer Hyderabad (R.O) (C Natraj)

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Compared By

Reader

Examiner.

Date....

Joint Sub-Registrar-1





- 1.15. 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.
- 1.16. RSD Refundable Security Deposit Shall mean the Refundable Security Deposit paid by the Lessee to the Lessor under this Lease Deed.
- 1.17. 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.
- 1.18. 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.
- 1.19. 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:
  - 3.1. 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.
  - 3.2. MCI entered into an agreement dated 9.10.1982 with the Lessor for development of the said 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 19<sup>th</sup> 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/ sub-lessee shall be towards the MCI, and the leasehold interest of the sub-lessee or sub-tenant shall continue without interruption.

For Modi Builders Methodist Complex

Authorised Signatory

Authorised Signatory

For Modi Builders MethodistComplex







- The salient features of the Original Tenancy Deed with MCI and the Lessor is reiterated as 3.4.
  - 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 MCI.
  - 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.
  - 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.
- The Lessor has been performing its obligations to MCI without any default since 1987. 3.5. 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 1st March, 2017 to 28th February, 2047 by way of Supplementary Tenancy Deed dated 22nd 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 1st March, 2017 along with the escalation of 20% every 5 years. The first escalation for the renewal term would commence from 1st March, 2022.
  - 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.
  - 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:
  - The Lessor has agreed to give on Lease a portion of Methodist Complex to the Lessee on 4:1 the terms and conditions given herein.
  - The details of the Schedule Property being leased to the Lessee is given in Annexure-B. 4.2 4.3

The plan of the Schedule Property being leased to the Lessee is given in Annexure C.

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 4 of 14 Joint SubRegistrar2 Hyderabad (R.O)





- 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.
- 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 up to 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.

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 5 of 14 Joint SubRegistrar2 Hyderabad (R.O)

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1. Parking

## 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 Maintenance Charges to such 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 termination of the Lease. The details of Refundable Security Deposit are given in Annexure 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.
- 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.

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 6 of 14 Joint SubRegistkar2 Hyderabad (R.O)





- 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.
  - 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.

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Page 7







- 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.

## 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 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.

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 8 of 14 Joint SubRegistrar2 Hyderabad (R.O)

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### 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.

# 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.

Lessor:

Represented by Suresh Bajaj:

For Modi Builders Methodist Complex

Represented by Soham Modi:

For Modi Builders Methodist Complex .

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Lessee:

Witness no.1:

Name:

Address

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MENON, Suren Chavan

Witness no. 2:

Name:

Address

Bk - 1, CS No 3088/2024 & Doct No 2982/2024. 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 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	Nitiraj Engineers Ltd.
2.	Authorised representative of Lessee	Mr. Pravin Balawant Kulkarni
3.	Designation of authorized representative	Advocate and Management consultant
4.	Aadhar no. of authorized representative	6113 5433 4682
5.	Registered office of Lessee	306A, Bhabha Building, NM Joshi Marg, Mumbai - 400011 (M.S)
6.	Address for correspondence	Plot No J-25 & J-26, MIDC, Awadhan, Dhule – 424 006
7.	Mobile no. of Lessee	+91 -22-23094161, 2562-239080, 239331 & 093252 52177
8.	Email Id of Lessee	pbk@nitiraj.net& response@nitiraj.net
9.	Pan no. of Lessee	AABCN1116E
10.	GST No. of Lessee	27AABCN1116E1Z1

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Page 10

Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 10 of 14 Joint SubRegistrar2 Hyderabad (R.O)





# Details of Scheduled Property:

Sl. No.	Item/Description	Details	
1.	Shop/Office No.	Office/Shop No. 303	
2.	Floor	3 <sup>rd</sup> Floor	
3.	Built up area	1354 sft	
4.	Super built-up area	1625 sft	

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

# C. Terms and Conditions:

Sl. No.	Item/Description	Details
1.	Monthly rent:	Rs. 1625/- (+GST)
2.	Security Deposit	Rs.500/- per sft = Rs. 8,12,500/- payment made by way of Pay order No. 021304, dated: 17-08-2024 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 upto 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	

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

All that Office/Shop space admeasuring 1625 sft of super built up area, on the 3<sup>rd</sup> floor, bearing Office/Shop no. 303, 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

: Open to Sky

South

: Common Passage & Office No. 302

East

: Open to Sky

West

: Office No. 304

For Modi Builders Methodist Complex

For Modi Builders Methodist Complex

Page 11

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 11 of 14 Joint SubRegistrar2 Hyderabad (R.O)

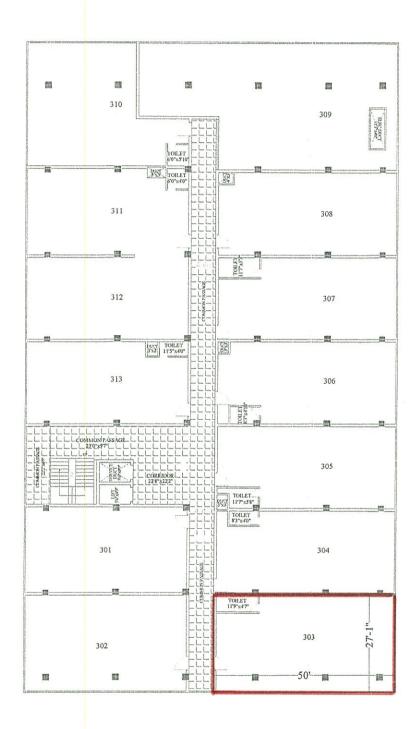




## ANNEXURE C

# PLAN OF THE SCHEDULE PROPERTY BEING LEASED TO THE LESSEE





SHOP.NO.303

BUA: 1354 Sft Modi Builders Methodist Complex: For Modi Builders Methodist Complex

SBUA: 1625 Sft

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Bk - 1, CS No 3088/2024 & Doct No 2982/2024. Sheet 12 of 14 Joint SubRegistrar2 Hyderabad (R.O)













కోహాం సలిచ్ మాడి Soham Satish Modi ఫ్రాట్లిన సం./YoB 1969 ಪುಡುಮ Male



### भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ವಿರುವಾಮ್:

S/O: సనిప్ మాడ్డి, పాట్ నో-

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డేవాలయిం దగ్గం జుబిల్ హీల్స్.

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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



ನ್ನು ಬಿಡಿಟ್ Suresh Bajar चार्ट्य वर्त / DOB : 25/05/1954 ಪ್ರವಾದ / ಸಿ/೨.ಆ



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ఆకార్ అనిది గుర్తింపు యజవు మాత్రమ, పౌరసత్వం లేదా పుట్టిన లేదీ కి కాడు. ఇది దృవీకరంతో మాత్రమి ఒపయోగించారి (అసిలైస్ బ్రమాణికరణ లేదా QR కోడ్ 7 ఆపలైన XWL యొక్క స్పానింగ్)

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నా ఆధార్, నా గుర్తింపు

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టారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ Unique Identification Authority of India

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Address: 52-3-54/10/24 1FLOOR KAMALA NILAYAM. \$3AISWAL COLONY, Amberpet, PO: 4Mberpet, DIST: Hyderabad. Telangana - 500013



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hetp@uidat.gov.in | (((()) www.uidat.gov.in





# Government of India



రామ్ నివాస్ సింజయ్ Ramnivas Sanjay อูสูร ส์ซ์/DOB 31/12/1983 อูซ์ออซ์/ MALE

ఆధార్ అనిది గుర్తులు యణవు దూత్రమ. పొలుత్వం లేదా బృత్తిల తేదీ కే ఆయి ఇది దృవీతాగాలో మాత్రమ మూమాగండాతో (ఆమ్మన్ ప్రమాణిలుగ లేదా దెగి కోడ్ గా ఆఫ్వన్ KML ముద్ద చ్చానింగ్)

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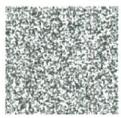


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Address
Late Ramnivas, 12 10 586/1/2. Srinivas
Nagar, warasi guda, Secunderabad, DIST
Hyderabad,

Andhra Pradesh 500061



7598 VID : 9181 0854 1057 0587





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Date

भारत सरकार Government of India



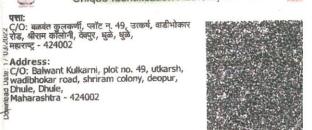
प्रवीण बळवंत कुलकर्णी Pravin Balwant Kulkarni जन्म तारीख/DOB: 11/07/1971 TERM MALE



4682

VID: 9102 0546 0390 9353

आधार, माझी ओळख



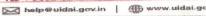
4682

VID: 9102 0546 0390 9353

Address:
C/O: Balwant Kulkarni, plot no. 49, utkarsh, swadibhokar road, shriram colony, deopur, phule, phule, Maharashtra - 424002

भारतीय विशिष्ट ओळख पाधिकरण

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# Government of India





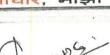
दिनेश सुरेश चव्हाण Dinesh Suresh Chavan जन्म तारीख/DOB: 08/01/1976 पुरुष/ MALE

आधार हा ओळखीचा पुरावा आहे, नागरिकस्व किंवा जन्मतारखेवा नाही. हे फवत पडताळणीसाठी वापरले जाये रुजनियाइन प्रमाणीकरण किंमा Qर कोडचे स्कॅनिंग/ ऑफलाइन XML)

Aadhaar is proof of identity, not of citizenship or date of birth. it should be used with verification (online authentication, or scanning of QR code / offline XML).

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माझी ओळख आधार, माझे





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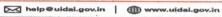
पता. पर्लेट नं.१३, कला ऐश्वर्या अपार्टमेंट, राठी टॉवर मागे, बिजली इ.नगर, औरंगाबाद, औरंगाबाद, महाराष्ट्र - 431001

Address:
FLAT NO.13, KALA AISHWARYA APRT.,
BEHIND RATHI TOWER, BIJLI NAGAR,
Aurangabad, DIST: Aurangabad,
Maharashtra - 431001



4436

VID: 9106 3078 2181 9469





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