

serial No.2621 013/112/9816527-For FIFTH : Sont Rash mis discal liles re Kon
LEASE DEED hours

and between :-

This Desi of Lease is made on this the 28 day

1. Sri Satish Modi son of Sri Manilal Modi, aged 51 years, occupation business-partner representing MODI ENTERPRISES (owned by MODI BUILDERS METHODIST COMPLEX) a partnership firm having its Office at 5-1-32, R.P. Road, Secunderabad - 500 003.

2. Sri Suresh Bajaj son of Sri parmanand Bajaj, aged 🖅 years, occupation business, partner representing MODI ENTERPRISES (Owned by MODI BUILDERS METHODIST COMPLEX) a partnership firm having its office at 5-1-32, R.P. Road, Secunderabad - 500 003.

(HEREINAFTER referred to as LESSOR, which term shall mean and include all their heirs, successors, legal representatives, administrators, assigns, etc..)

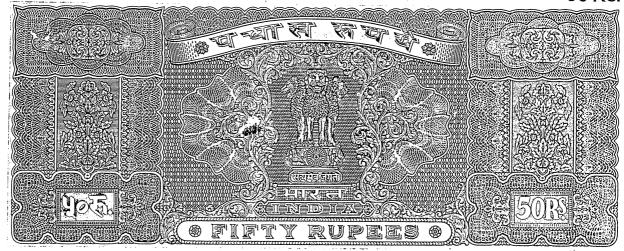
AND Smt. Rashmi Sehgal, W/o. Shri Karan Sehgal, aged 41 years, 8-2-579/3, Road No.8, Banjara Hills, Hyderabad - 500 001

(HEREINAFTER referred to as the LESSEE, which term shall mean and include all her heirs, successors, legal administrators, assigns, etc).

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WHEREAS M/s The Methodist Church in India are the owner of premises bearing No.5-9-189/190, situated at Chirag Ali Lane, Abid Road, Hyderabad, A.P.

AND WHEREAS in pursuance of a registered deed of lease dated 19.4.1988 registered Document No.686/90 of 1990 before District Registrar office, Nampally, Hyderabad. The said M/s The Methodist Church in India have granted a long lease in favour of the LESSOR herein on the terms and conditions mentioned therein in relation to 2.,760 sq mts. of land out of the premises bearing No.5-9-189/190 situated at Chirag Ali Lane, Abid Road, Hyderabad.

AND WHEREAS duly authenticated copy of the said registered lease deed dated 19.04.1988 is hereby furnished by the LESSOR herein to the LESSEE herein:

AND WHEREAS M/s The Methodist Chruch in India had also executed a development agreement in favour of the LESSOR herein dated 09.01.1981 in pursuance of which the LESSOR herein had a right to take up construction on the leasehold site;

AND WHEREAS in pursuance of the said development agreement .dated 9.1.1981, the LESSOR herein has taken up and completed the construction by raising suitable structures thereon after obtaining sanction therefor from the Municipal Corporation of

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AND WHEREAS the LESSOR herein has represented that as per the development agreement dated 9.1.1982 and the lease deed dated

19.4.1988 which is registered on 9.9.90 executed by and between M/s. The Methodist Church in India and the LESSOR herein is authorised to create valid and subsisting sub-leases for longer periods and any such sub-lease ceated by the LESSOR herein with respect to the aforesaid leasehold (which is covered by the registered lease deed dated 19.4.1988) or any part thereof shall be valid, subsisting and binding on the M/s. Methodist Church in India;

AND WHEREAS clause 5 (h) of the said registered lease deed dated 19.4.1988 reads as follows:-

"The Tenant shall be entitled to assign, transfer, sublet and/or give on lease and license, the tenanted premises or any portions thereof, for such consideration as the Tenant may consider proper and for which no further consent of the Landlord shall be required. It is here! delcared that in the event of cancellation of the said Development Agreement or this Tenancy Deed entered into with the said M/s. Modi Builders/ M/s. Modi Enterprises, the sub-tenant(s) performing his/her/their obligations as per the Agreement entered into with Modi Builder/Modi Enterprises, such subtenancy shall continue to be in force and the subtenant(s) shall have the right to enjoy the premises they have contracted and in such an event, his/her/their obligation will be towards the Church, the Landlord/Owner."

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AND WHEREAS the LESSEE herein has been desirous of taking a 4.85 ml portion of the aforesaid premises covered by the registered lease standard deed dated 19.4.1988 relating to an extent of 160 Sq.ft of super built up area from the lower ground floor which is in the nature of a Mulgi/Shop, bearing Shop No.27.

NOW THEREFORE THIS DEED OF LEASE/SUB-LEASE WITNESSETH AS FOLLOWS:

- super built up area which is on the lower ground floor of the premises which is part of premises bearing No.5.9.189/190 situated at Chirag Ali Lane, Abid Road, Hyderabad, and which protion is the nature of a Mulgi/Shop and described in the plan annexed to this deed and more particularly described in the Schedule annexed to this deed and hereinafter referred to as the "MULGI/SHOP".
- 2. The LESSOR herein confirms that the LESSEE herein is put possession as a tenant/subtenant of the aforesaid "MULGI/SHOP" and the LESSEE herein shall continue to remain in possession thereof under and in pursuance of this deed and in accordance with the terms and conditions herein contained.
- 3. It is agreed that the duration of the lease shall be till the structure of the said "MULGI/SHOP" remains in existence, and/or is capable of being used by 1the LESSEE herein effectively, and/or till the lease between the LESSOR herein and M/s. The Salla M/s. The Sally Masker Sally

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Methodist Church in India subsists, whichever is later. It is agreed that at no time and for no cause the lease shall be terminated, except at the option of the LESSEE herein, during the subisistance of the aforesaid period.

4. The LESSEE herein had paid a sum of Rs.4,35,000/- (Rupees Four lakhs thirty five thousand Only) a refundable deposit to the LESSOR herein which shall carry no interest whatsoever. The said amount has been received by the LESSOR herein from the LESSEE herein vide Banker's cheque Nos.607654 dated 21.12.98 for Rs.4,00,000/- (Rupees four lakhs only) and 607657 dated 30.12.98 for Rs.35,000/- (Rupees thirty five thousand only) drawn on State Bank of India, Narayanguda, Hyderabad.

The Lessor herein admits the receipt of the said sum of Rs.4,35,000/- (Rupees four lakhs thirty five thousand only).

- 5. During the subsistenace of this lease, the LESSEE herein shall be liable to pay a sum of Rs.75 (Rupees Seventy five only) per month as rent. The said rent shall be revised every five years by increasing the same by 20% of the then existing rent payble by the LESSEE herein to the LESSOR herein.
- 6. The LESSEE herein shall be liable to pay proportionate share of maintenance charges towards the common facilities as paid by the other tenants of the complex, amenities, accesses, water facility etc., insofar as the "MULGI/SHOP" is part of the whole complex.

7. The LESSEE herein shall pay electricity charges as per

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separate meter provided for the lessee herein as per consumption shown therein

The LESSEE herein shall be entitled to assign, sub-let or give on lease and licence the "MULGI/SHOP" or any part thereof for such consideration as the LESSEE herein may consider proper and for such assignment or transfer etc., shall be in

accordance with the terms and conditions of this lease deed and the registered lease deed dated 19.4.1988, which is registered on 9.2.1990. It is further agreed that in the event of such an transfer etc., the refundable deposit assignment, Rs.4,35,000/- (Rupees four lakhs thirty five thousand only) automatically stand transferred to such assignee or transferee etc.,

It is agreed that the LESSEE herein shall not use "MULGI/SHOP" for any purpose which is illegal or prohibited by law or for such purpose which has been specifically prohibited under the lease deed dated 19.4.1988, which was registered on 9.2.1990 nor the LESSEE herein shall be entitled to cause any structural changes or damage to the said "MULGI/SHOP".

10. The LESSEE herein shall also pay the municipal and other taxes payable for the "MULLGI/SHOP" and other charges, if any, payable to any local authorities including Corporation of Hyderabad. At present the Rs.... 147. -. per annum. the tax is

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11. It is agreed that in the event of non payment of rent, the arrears shall carry interest at 24% but no amount of default shall be considered as giving any right to the LESSOR herein to terminate the LEASE.

12. The LESSOR herein does hereby agree that during the subsilstenace of this lease, the LESSEE herein shall be entitled to occupy the "MULGI/SHOP" peacefully without any let or hindrance from any person whatsoever and that the LESSOR herein shall perform whatever obligations he has to M/s. The Methodist Church in India so that the right and interest of the LESSEE herein is in no way affected.

13. It is hereby agreed that the LESSEE herein shall be entitled to make use of the staircase, landing, common entrances to the building for engrees/engress and all other amenilties and conveniences available in the said complex.

14. It is agreed between both the LESSOR and the LESSEE as the LESSEE and other family members have taken the adjacent portions so as to enable the LESSEE and other family members to use the said blocks as the compact block if necessary as per the need and requirement of the lessee and in view of the various blocks have been taken by the LESSEE and the LESSOR hereby authorise and it has been specifically agreed the LESSEE and other family members their successors in interest shall be entitled to put up sign boards/Neon sign board above the shop.

It is hereby agreed between the LESSOR and the LESSEE that if the LESSOR so desires to use the premises which is hereby let out

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under this lease deed along with the other portions in the same building by joining by removal of partition walls and also to put up staircase joining the lower ground floor and the upper ground floor as may be required by the LESSEE and the LESSOR shall not have any objection for putting staircase joining the lower ground floor portion and the upper ground floor portion without causing damage structurally by taking appropriate precautions in consultation with the Structural Engineer.

15.It is hereby agreed that the LESSOR herein shall have right to carry on further construction in the said complex as may be permissible in accordance with the Muncipal Act. rules and bylaws, and the LESSEE herein shall not be entitled to object to the same provided, however that any such construction or construction activity does not cause the LESSEE herein any hindrances whatsoever.

16. In the event of the LESSEE herein desiring to terminate this lease, at her own option, the LESSOR would be bound to refund back the refundable deposit of Rs.4,35,000/- (Rupees four lakhs thirty five thousand only) simultaneously with the LESSEE herein delivering vaccant possession of the said "MULGI/SHOP".

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

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All that portion being 160 Sq.ft of super built up area on the lower ground floor bearing MULGI/SHOP No.27 in the premises bearing No.5.9.189/190, situated at Chirag Ali Lane Thid Date Hyderabad which is Hyderabad, which is popularly known as METHODIST COMPLEX, Chirag Ali Lane, Abid Road, Hyderabad, and which is shown within red boundaries in the plan annexed to this lease deed, and bounded

North

Shop No.26

South

Common passage

East

Common passage

West

Shop No.28

The value of the leased property is Rs.4,35,000/-.

IN WITNESS whereof this lease deed is signed and executed by the parties in presence of the following witnesses on the date first above mentioned, at Hyderabad.

WITNESSES

LESSOR O

LESSEE

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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

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PASSPORT SIZE PHOTOGRAPH

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT/SELLER/

LESSOR: -

BUYER





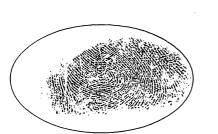
M/s. MODI ENTERPRISES,

REP. BY ITS PARTNERS

(01) MR. SATISH MODI

S/o. MR. LATE MANILAL MO

R/o. 5-1-32, R P ROAD





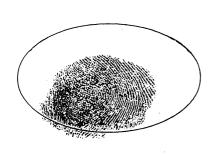
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(02) MR. SURESH BAJAJ

S/o. MR.PARMANAND BAJAJ

R/o. 5-1-32, R.P.ROAD

SECUNDERABAD - 500 003





LESSEE: -

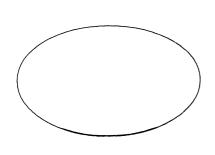
MRS. RASHMI SEHGAL

W/o. MR. KARAN SEHGAL

R/o. 8-2-579/3, ROAD NO.8

BANJARA HILLS

HYDERABAD - 500 001



PASSPORT SIZE PHOTO BLACK & WHITE

SIGNATURE OF WITNESSES:

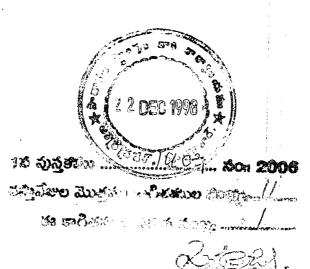
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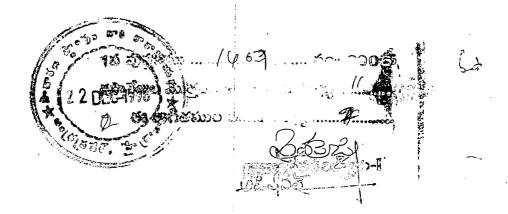
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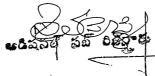
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