



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BF 837105

Sl.No. 4725 Dt: 11-10-2013

Sold to: Mahender

S/o.D/W/o. Mallesh

For Whom: Modi Builders, Methodist Colony, Seebad, West Marredpally, SECUNDERABAD

**K.SATISH KUMAR**

Licensed Stamp Vendor

Licence No.16-05-059/2012

Plot N.227, Opp. Outside

Gate of City Civil Court,

West Marredpally, SECUNDERABAD

**LEASE DEED**

This Deed of Lease is made on this the 11<sup>th</sup> day of October 2014, by and between:

M/s. MODI ENTERPRISES (owned by MODI BUILDERS METHODIST COMPLEX a partnership firm) having its office at at 5-4-187/3 & 4, Second floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its partners/authorized representatives Shri Suresh Bajaj, son of Late Sri Parmanand Bajaj aged 60 years, R/o. 93, Prashasan Nagar, Road No. 15, Jubilee Hills, Hyderabad – 500 033 and Shri Soham Modi, S/o. Satish Modi aged 44 years, R/o. Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad.

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

AND

Mr. S.B.Thakker S/o. Late Bechardas Devji, aged about 61 years, Occupation: Business, Residing at 1-8-339/1/1A, Flat no 102, Premier Residency, Near US Consulate, Begumpet, Hyderabad-16.

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

*[Signature]*

*[Signature]*

*[Signature]*

LGF-17/B  
SBA-392  
SPF  
(D)



- A. WHEREAS M/s. The Methodist Church in India are the Owners of premises bearing no. 5-9-189/190, situated at Chirag Ali Lane, Abids Road, Hyderabad, A.P.
- B. AND WHEREAS in pursuance of a registered deed of lease dated 19.4.1988, registered as Document No. 686-1990 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, Abids Road, Hyderabad.
- C. AND WHEREAS duly authenticated copy of the said registered lease deed dated 19.4.1988 is hereby furnished by the Lessor herein to the Lessee herein.
- D. AND WHEREAS M/s. The Methodist Church in India had also executed a Development Agreement in favour of the Lessor herein dated 9.1.1982 in pursuance of which the Lessor herein had a right to take up construction on the lease hold site.
- E. AND WHEREAS in pursuance of the said Development Agreement dated 9.1.1982, the Lessor herein has taken up and completed the construction by raising suitable structures thereon after obtaining sanction thereof from the Municipal Corporation of Hyderabad.
- F. AND WHEREAS the Lessor herein has represented that as per the Development Agreement dated 9.1.1982 and the registered lease deed dated 19.4.1988 executed by and between M/s. Methodist Church in India and the Lessor herein, the Lessor herein is authorized to create valid and subsisting sub-leases for longer periods and any such sub-lease created by the Lessor herein with respect to the aforesaid leasehold premises (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.
- G. 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 leave 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 hereby declared that in the event of cancellation of the said Development Agreement or this Tenancy Deed entered into with the said M/s. Modi Builders Methodist Complex / M/s. Modi Enterprises, the sub-tenant(s) performing his / her / their obligations as per the Agreement entered into with Modi Builder Methodist Complex / Modi Enterprises, such subtenancy shall continue to be in force and the subtenant(s) shall have the rights to enjoy the premises they have contracted and in such an event, his / her / their obligation will be towards the Church, the Landlord / Owner.”

- H. And whereas the Lessee herein has taken a portion of aforesaid premises covered by the registered lease deed dated 19.4.1988 relating to an extent of about 392 sft of built-up area on the lower ground floor which is in the nature of a Shop. Whereas the Lessee is in the occupation of the said 392 sft of built-up area on the lower ground floor for several years on a month to month tenancy and has been paying the rents to the Lessor regularly and the receipt of which is admitted and acknowledged by the Lessor



- J. And whereas the Lessee has requested the Lessor to execute a registered lease deed in its favour for about 392 sft of built-up area on the lower ground floor of the building known as Methodist Complex bearing no. 5-9-189/190 situated at Chirag Ali Lane, Abids Road, Hyderabad and herein after referred to as the said Shop The Lessor has agreed to execute a registered lease in favour of the Lessee on the terms and conditions given hereunder:

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

1. The Lessor herein does hereby transfer by way of lease / sub-lease to the Lessee herein 392 sft of built up area on the lower ground floor, in the building known as Methodist Complex, bearing no. 5-9-189/190 situated at Chirag Ali Lane, Abids Road, Hyderabad and which portion is the nature of a 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 said Shop.
2. The Lessor herein confirms that the Lessee herein is already in possession as a tenant / subtenant of the said 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 Shop remains in existence and / or is capable of being used by the Lessee herein effectively and / or till the lease between the Lessor herein and M/s. The 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 subsistence of the aforesaid period.
4. The Lessee herein has paid a sum of Rs. 2,46,000/- (Rupees two lakhs forty six thousand only) as a refundable deposit to the Lessor herein which shall carry no interest whatsoever. The Lessor hereby admits and acknowledges the receipt of the refundable deposit from the Lessee. 
5. During the subsistence of this lease, the Lessee herein shall be liable to pay a sum of Rs. 229 (Rupees two hundred and twenty nine) per month as rent. The said rent shall be revised every five years by increasing the same by 20% of the then existing rent payable by the Lessee herein to the Lessor herein. The next such increase shall fall due on 01.10.2019.   

6. The Lessee herein shall be liable to pay proportionate share of maintenance charges to the Methodist Complex Tenants Association or any other body / firm / person the Lessor may so direct, towards the common facilities, amenities, accesses, water facility, etc., insofar as the said Shop is part of the whole complex.
7. The Lessee herein shall pay electricity charges as per separate meter provided for the Lessee herein as per consumption shown therein.
8. The Lessee herein shall be entitled to assign, transfer or sub-let or give on leave and license the said Shop or any part thereof for such consideration as the Lessee herein may consider proper and that 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. It is further agreed that in the event of such an assignment, transfer, etc. the refundable deposit of Rs. 2,46,000/- (Rupees two lakhs forty six thousand only) shall automatically stand transferred to such



9. It is agreed that the Lessee herein shall not use the said shop for any purpose which is illegal or prohibited by law or for such purpose which have been specifically prohibited under the registered lease deed dated 19.4.1988, nor the Lessee herein shall be entitled to cause any structural changes or damage to the said shop.
10. The Lessee herein shall also pay the municipal and other taxes payable for the said shop and other charges, if any, payable to any local authorities including the Municipal Corporation of Hyderabad. At present the property tax being paid by the Lessee for the said shop is Rs. 10,154/- pa.
11. It is agreed that in the event of non-payment of rent, the arrears shall carry interest at 12% 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 subsistence of this lease, the Lessee herein shall be entitled to occupy the said 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 entrance to the building for egress/ingress and all other amenities and conveniences available in the said complex.
14. 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 Municipal Act, rules and by-laws, 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 hindrance whatsoever.
15. Since this sub-lease contemplated by 'this lease deed is to be long term arrangement and for the purpose of stamp duty and registration this deed may be deemed for a period of (30) years and shall be renewed on the same terms and conditions including this clause for renewal and any non-execution of the renewed lease deed will not entitle the Lessor herein to terminate the lease and it shall be deemed to be continuing tenancy on the terms and conditions mentioned in this lease deed. ←
16. The expenses of stamp duty, registration charges and all incidental expenses for registration of this deed shall be borne by the Lessee in full.

CSM/87B

*[Signature]*

*[Signature]*



### SCHEDULE OF PROPERTY

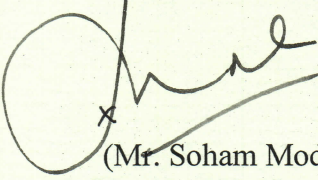
All that portion admeasuring about 392 sft. of built up area, on the lower ground floor, bearing Shop No. 17/B, in the building known as Methodist Complex, bearing No. 5-9-189/190, situated at Chirag Ali Lane, Abids Road, Hyderabad and which is marked in red in the plan annexed to this lease deed, and bounded on :

|       |   |                  |
|-------|---|------------------|
| NORTH | : | Shop no 21       |
| SOUTH | : | Chirag Ali Lane. |
| EAST  | : | Shop No 18       |
| WEST  | : | Shop No. 17/A    |

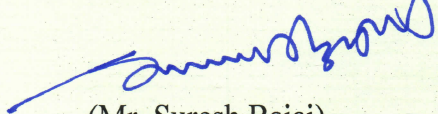
IN WITNESS whereof this lease deed is signed and executed by the parties in presence of the following witnesses on the date first above mentioned, at Hyderabad.

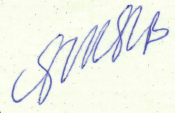
#### WITNESSES.

1.

  
(Mr. Soham Modi)  
Lessor

2.

  
(Mr. Suresh Bajaj)  
Lessor

  
Lessee



