



Mehaquinila 10/0 Mr, Abdullah N. Dayani AMBE TO MALIANA

# LEASE DEED

THIS LEASE DEED IS MADE and executed on this the 12<sup>th</sup> January 1999 at Hyderabad by and between:

M/s MODI ENTERPRISES (Owned by MODI BUILDERS METHODIST COMPLEX) a partnership firm, having its office at 5-4-187/3 & 4, M.G. Road, Secunderabad and represented by its partners Shri Satish Modi aged 53 years, S/o Late Shri Manilal C Modi and Shri Suresh Bajaj, aged 41 years, S/o Late Shri Parmanand Bajaj hereinafter referred to as the "LESSOR", of the First Part. (HEREINAFTER referred to as the "LESSOR", which term shall mean and include all their heirs, successors, legal representatives, administrators, assigns etc.)

### AND

Smt. Meharunnisa, W/o Mr. Abdullah N. Dayani, aged 49 years, Resident of H.No. 52-B, Karimabad Colony, Chirag Ali Lane, Hyderabad - 500 001, A.P.

(HEREINAFTER referred to the "LESSEE", which term shall mean and include all his heirs, successors, legal representatives, 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 09-04-1988 is hereby furnished by the LESSOR herein in to the LESSEE herein.

AND WHEREAS M/s. The Methodist Church 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 09-01-1981, the LESSOR herein has taken up and completed the construction by raising suitable structures thereon after obtaining sanction therefor from the Municipal Corporation of Hyderabad.

AND WHERES the LESSOR herein has represented that as per the development agreement dated 09-01-1982 and the lease deed dated 19-04-1988 which is registered on 09-09-1990

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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 subsisting sub-leases for longer periods and any such sub-leases created 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 o 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 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/ M/s. Modi Enterprises, the sub-tenants(s) performing his/her/their obligations as per the Agreement entered into with Modi Builders/Modi Enterprises, such sub-tenancy 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."

AND WHEREAS the LESSEE herein has been desirous of taking a portion of the aforesaid Building/Complex which is covered by the registered lease deed dated 19-4-1988 relating to an extent of 480 Sq. Ft. of super built up area on the lower ground floor which is in the nature

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of a Mulgi/Shop bearing No. 18 situated at Chirag Ali Lane, Abid Road, Hyderabad.

AND WHEREAS in pursuance of the said desire an agreement dated 27-01-1989 was also entered into between the LESSOR herein and the LESSEE herein, and further as the LESSEE herein has already been put in possession of the said 480 Sq. Ft. of super built up area as a tenant of the LESSOR herein and as a sub-tenant of M/s. The Methodist Church in India;

The LESSEE is desirous of executing a regular lease deed between the LESSOR and the LESSEE at his own cost on the following terms and conditions.

#### WITNESSETH:

- The LESSOR has leased out and the LESSEE has taken on lease the premises bearing shop Nos. 18 A, on the LOWER GROUND FLOOR in the said building admeasuring about 480 Sq. Ft. of super built up area, and described in detail in the schedule hereto, hereafter referred to as the "Leased Premises".
- 2. The lease has commenced from 1st January 1990.
- 3. The LESSEE shall pay to the LESSOR throughout the lease period by way of consideration of the lease an amount of Rs. 60/- (Rupees Sixty Only) per month for the leased premises at an increase in rent of 20% every five years on the then existing rent and other terms remaining unaltered. However the next increase, is due from 01-01-2000.

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4. Since this Lease contemplated by this Lease Deed is to be a long term arrangement and for the purpose of Stamp Duty and Registration, this Deed may be deemed for a period of 25 (Twenty Five) 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 a continuing Genancy on the terms and conditions mentioned in this Lease Deed. by executing fresh

The LESSE has made with the LESSOR a total security deposit of Rs. 1,80,000/-(Rupees One Lakh and Eighty Thousand Only) as follows:

- a.) Rs. 30,000/- (Rupees Thirty Thousand Only) vide Cheque No. 0088675 drawn on Syndicate Bank, dated 27-01-1987.
- b.) Rs. 30,000/- (Rupees Thirty Thousand Only) vide Cheque No. 0088676 drawn on Syndicate Bank, dated 16-02-1987.
- c.) Rs. 60,000/- (Rupees Sixty Thousand Only) vide Cheque No. 0088677 drawn on Syndicate Bank, dated 12-04-1987.

d.) Rs. 25,000/- (Rupees Twenty Five Thousand Only) vide Cheque No. 0088678 drawn on Syndicate Bank, dated 19-05-1987.

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e.) Rs. 35,000/- (Rupees Thirty Five Thousand Only) vide Cheque No. 0088679 drawn on Syndicate Bank, dated 15-06-1987.

This deposit shall not carry any interest under any circumstances where so ever. This deposit may be retained by the LESSOR and shall be refunded without any interest or accretion whatsoever to the LESSOR on the termination of this Lease and on the LESSEE delivering to the LESSOR or its nominee/s vacant position of the Lease premises in its original state and in no other circumstances. This clause is to be construed strictly.

- The LESSE shall use the premises for lawful, commercial purposes only.
- Besides the above mentioned rent payable by the LESSEE shall be liable to bear and pay all taxes, fees, charges consequential and all other amounts that may be raised, levied, paid or payable to the Municipal Corporation of Hyderabad, or any other body, authority government, semi-government or otherwise. The same shall be paid directly to the Corporation etc., or to the LESSOR, if it so desires, who shall pay the consolidated sums to the Corporation etc., in respect of the leased premises only. proper Tax 14 RS 1750 p. A

8. The lease amount shall be paid by the LESSEE before the fifth day of each calendar month in advance to the LESSOR or his authorised agent.

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- 9. The LESSEE shall permit the LESSOR and/or his agents to enter upon the property for inspection and examination of the state and condition thereof.
- 10. The LESSEE shall be liable to keep the property in proper state and condition and shall not have any right to alter or amend the present structures, shape and condition of the property in a manner that may adversely effect the construction of the entire building or other occupiers of the said building, but is entitled to make such additions or alterations or flooring which do not alter or amend the present structures, shape and condition of the property in a manner that may adversely effect the construction of the entire building or other occupiers of the said building.
- 11. The LESSEE shall be liable to bear and pay the following:
- a.) Repairs to the property,
- b.) License and other fees,
- c.) Electricity charges,
- d.) Water Charges,
- e.) Maintenance Charges @ Rs. 1.50 per Sq. Ft., of super built up area in advance per month (subject to increase from time to time as intimated by the LESSOR). In case the above cited payments are delayed the LESSEE shall be liable to pay interest at the rate of 30% per annum on all such delayed payments.

12. In the event of the LESSEE committing default in any payment or committing a breach

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or breaches of any other terms and conditions, the LESSOR shall send a reminder to the LESSEE to rectify the default within fifteen days, failing which the LESSOR shall be entitled to recover the payment along with a panel interest of 3% per month.

- 13. The LESSEE shall not do any business connected with liquor, or serve liquor, on the premises.
- 14. The LESSEE shall be entitled to put up name boards relating to their business or profession only at the spaces designated by the LESSOR for this purpose and shall not put any sign boards on the exterior of the building.
- 15. The LESSEE shall be entitled to use the common services of the building including the lift, staircases. The LESSEE shall be liable to maintain the common areas in good and decent condition, not to throw dirt or refuse therein and help maintain the building in good working atmosphere.
- 16. Subject to the fulfillment of all their obligations stated herein the LESSEE, shall be entitled to assign, transfer sub-let, and/or give on leave and license (including succession on death), their rights stated herein, on such terms and conditions as they deem fit to any person, so however that such transferee shall also be bound by the terms and conditions hereof. For doing this, no further consent of the LESSOR or the owners shall be needed.

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

- 18. The LESSOR shall have the right to carry on further construction on or in the said building as also any extension or annex thereto as and when they so desire and the LESSEE shall not object or create hindrance and shall extend all co-operation to the LESSOR thereof.
- 19. This arrangement shall be subject to the Jurisdiction of the Courts at Hyderabad only.
- 20. If the LESSEE has fulfilled all his obligations stated herein, and continues to do so in future, the LESSOR shall not terminate the lease.

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## SCHEDULE OF THE PROPERTY

All that portion consisting one shop bearing Nos. 18 A on lower ground floor in the METHODIST COMPLEX, bearing M.C.H. No. 5-9-189/190 situated at Abid Road, Hyderabad admeasuring about 480 Sq. Ft. of super built up area and bounded by:

NOTTH BY: Shop No. 20
SOUTH BY: Chirag Ali Lane
EAST BY: Shop No. 18 B

(THE MARKET VALUE OF PROPERTY I R. 180000/- )

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

WITNESSES:

1. CAMIR ALI.)

ABDULLAH DAYAN

D BASHEER AHMED UMENT WRITER ,

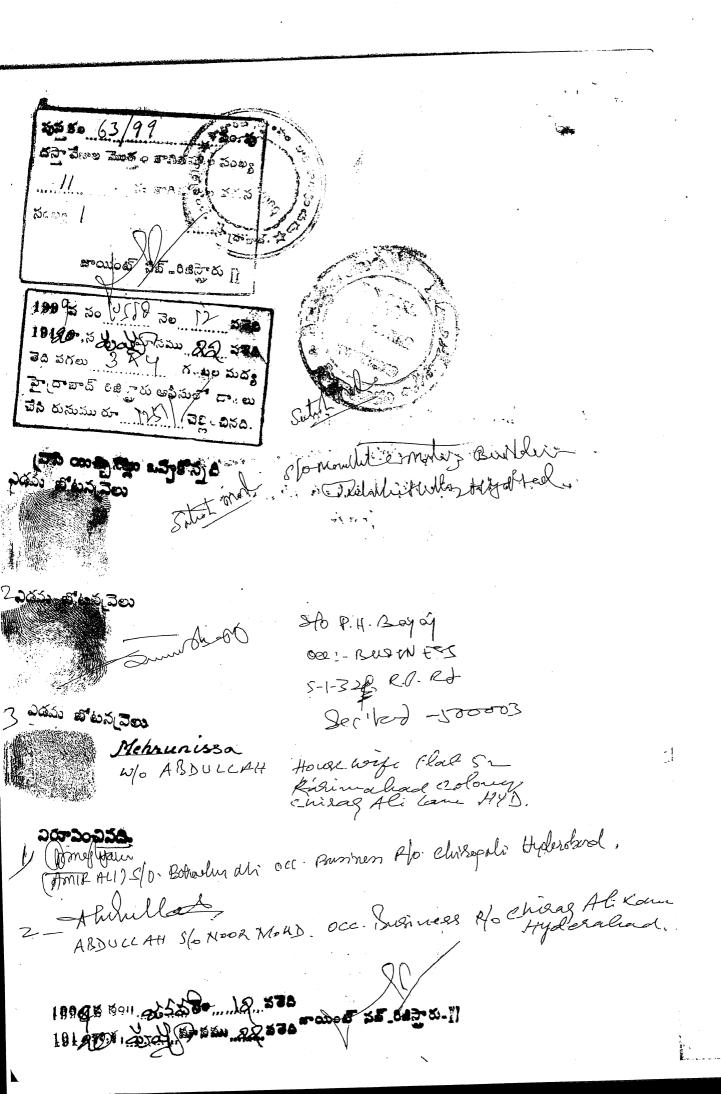
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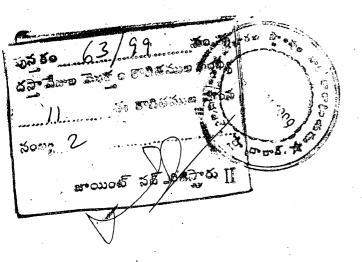
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LESSOR

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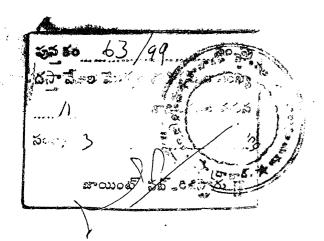
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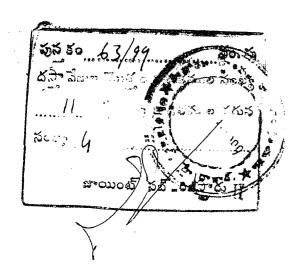
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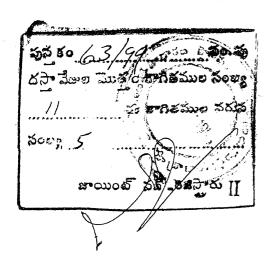
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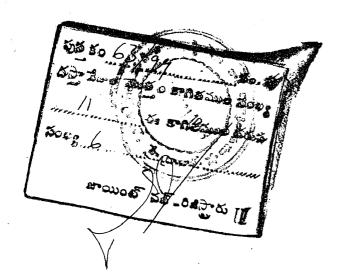




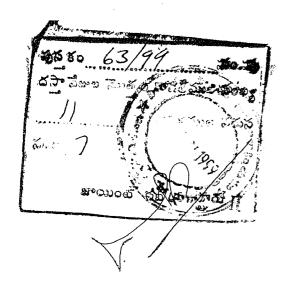












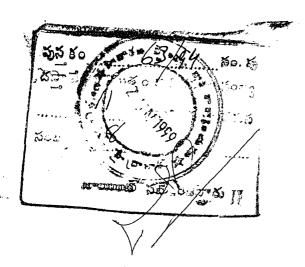


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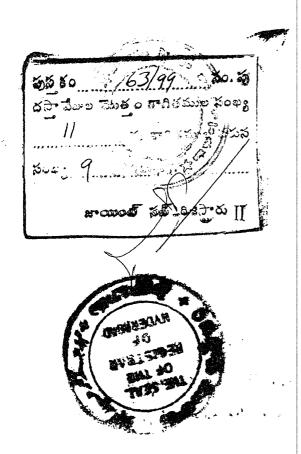
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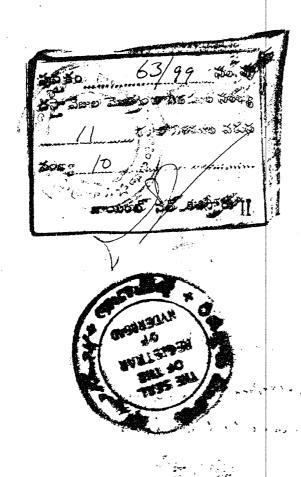
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RATION PLAN OF LEASE DEED SHOWING THE SHOP BEARING No. 18 A M LOWER GROUND PLOOR IN THE METHODIST COMPLEX, BEARING M.C.H. No

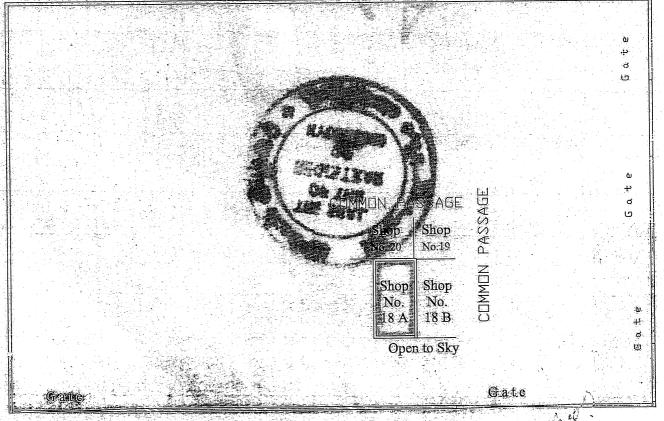
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LESSEE: Smt. MEHARUNNISA W. MEABDULGAH'N DA VANT VW. INCLUDED: EXCLUDED: E 

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## WITNESSES:

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Chirag Ali Lane

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