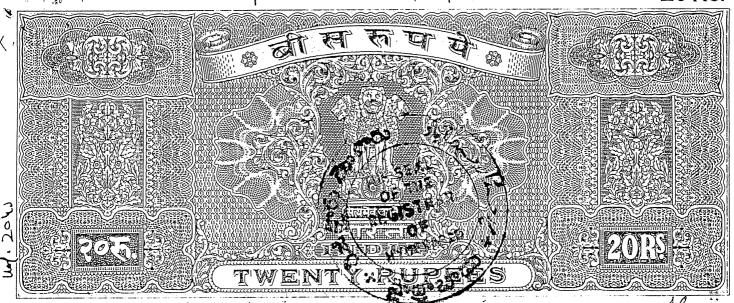
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Mohd. Ayoob

B.Com.,

Stamps Vendor

L.No. 27/38, R.No. 2/93 RICAB GUNJ, HYD-A.P.

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AGREEMENT

This Agreement is executed on this the 1st day of September, 1993, at HYDERABAD, by and between:

MODI EMFERPRISE (Owned by MODI BUILDERS METHLSIDST CUMPLEX) A Partnership firm, haveing, its office at 1-10-72/2/3, Begumpet, Hyderabad, and represented by its partners SHRI SATISH MODI & SHRI SUKESH BAJAJ.

Hereinaftr reffered & as the party of the F1857 PARTY.

Mis. Shehnaz, wife of Hamsedali Lakhani, aged 33 years, Ryo 9A, Karimabad Co-operative Houseing Society in Chirag Ali lane, Hyderabad.

Hereinafter referred to as the party of the SECOND PARTY.

WHEREAS:

A. The LESSUR is the sole tenant of a Building Complex bearing the name METHUDIST CLMPLEX (the said building) situated at 5-9-189/90 Chirag Ali lane, Abids, Hyderabad, having a got its rights of tenancy under an agreement, registered as document No.686/90 on 19-4-1988 with the Registrar of Hyderabad, from the METHUDIST CHURCH, in India (Owrers) the owners of the land on which the building is constructed.

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- B. Under the said agreement, the Lessor has theright to transfer its rights of tenancy in the whole or any part of the build ug to any persons of their choice on such terms and conditios as it may deem fit and proper without requireing the giving of a notice of the owners or taking their permission to do so.
- C. The lessee was desirous of taking of lease a part of the said building and the lessor hereto agreed to do so for consideration and on the following terms and conditions.

WITNESSETH:

- 1. The Lessor has leased out and the lessee has taken on lease the premises bearing Office No.30/2, on the Lower Ground Floor in the said building admeasuring about 977 square Feet, of the built up area, and described in the detail in the Schedule hereto, her eafter referred to as the leased premises.
- 2. The lease shall commence from 1st Septemver, 1993. 👉
- 3. The lease shall pay to the lessor throughout the lease period by way of consideration of the lease on an amount of Rs. 97-70 (Rupers Ninety Seven and paise seventy per month for the leased premises.
- 4. The lease shall be after a period of 25 years renewable at the oppion of the LESSEE every 5 years at an increase in rent of 20% on the then existing rent, other te ms remaining unaltered. In case the LESSEL does not intimate his decision to terminate this contract in writing six months before the expiry of the said period, the lease whall be deemed to have been automatically renewed at the terms and conditions mentioned berein.

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- 5. The lease shall use the premises for lawful commercial purpose only.
- 6. Besides the above mentioned rent payable the lessee shall be liable to bear and pay all taxes, cass, fees, charges, consequential and all oth r 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 co solidated sums to the Corporation etc., in respect of the 1 eased premises only.
- 7. The lease amount shall be paid by the lessee before the fifth day of each calender month in advance to the lessor or his authorised agent.
- 8. 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.
- g. The lessee shall be liable to keep the property in proper state and condition and shall not have any right or to alter or amend the present structures, shape and condition of the property in a manner that may adversely effect the construction of he entire building, or other occuper is of the said building, but is entitled to make such additions or alteration, or flooring which do not alter or amend the premises present structures, shape and condition of the property in a manner that may adversely effect the construction of the entire building or other occuperis of the said building.

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- 10. The lessee shall be liable to bear and pay the following:-
- a) Repairs to the property (b) Licence and other fees. (c) Electricity charges, (d) proportionate insurance charges, for the insurance of the building and maintenance charges, In case the above cited payments including monthly regular payments in clause (3) and clause (7) are delayed the lessee shall be liable to pay interest at the rate of 30% p.a. on all such delayed payments. The Lesser shall not be entitled to terminate the lease.
- 11. The lessee shall pay all stamp duty, registration charges, and other charges, expenses, etc., that may be incurred, if any with respect to this agreement and also such other deeds and documents that may have to be done in future in this regard.
- 12. The Lessee shall not do any business connected with liquor, or serve liquor, on the premises.
- 13. The Lessee shall be entitled to put up name Boards, relating to their business or profession only at the spaces designed by the lessor for these purposes and shall not pay any sign boards on the exterior of the building.

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- The lease shall be entitled to use the common services of the building including the lifts, stair-cases, The lessee shallbe liable to maintain the common areas in good and decent condition, not to thus direct or raffuse the rain and help maintain the building in good working atmoshpere.
- Subject to the fulfilment of all their obligations stated herein, the lessee shall be entitled to assign, transer, suv-let, and/or give on lease and licence (including sacession 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 hereto, for doing this, no further soundent of the leasor or the owners shall be needed.
- The transferees/assignees of the lessee as mentioned above shall have the same rights and bblibations as the lessee has mentioned herein.

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- 17. The lessor shall have the right to carry on further construction or in the said building as also any execution or annexe thereto as and when they so desire and the lessee shall not object or create hindrance and shall extent all co-operation to the lessor thereof,
- 18. All desputes, differences and questions arising out of or in relation to or in any way concerning or touching this agreement, shall be referred to the aroia tation, determina and award of two arbitrators, one to be appointed by each party, and such arbitration shall be at Hyderabad the Arbitration shall be in accordance with the provision of the Arbitration Act of 1940 or any other staturory modification thereof, and the obtaining of an award as a result of such Arbitration shall be condition precedent to the obtaining of any relief in any other Court of Law.

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19. This Agreement shall be subject to the jurisdiction of the Courts at Hyderabad only.

20. If the leasee has fulfilled all his obligations stated herein, and continues to do so in future, the lessors shall not terminate the Lease.

21. In the event of cancellation of the tenacy agreement between theowners, Methodist Church in $I_n dia$. a Society. χ

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Registered as Public Charties Trust under societies Registration Act, and the Lessor, the lessee performaing his objections stated herein, this Agreement shall continues to be in fore and the leaseee shall shave the right to enjoy the premises they have contracted and in suchan event, their obligations will be towards he Church, the landlord/owner.

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SCHEDULE OF THE PROPERTY

All the office No.30/2, on the Lower Ground Floor in METHUDIST COMPLEX, Abids, Hyderabad, admeasuring about 977 square feet of built up area and bounded by:

EAST Part of Methodist Complex.

WEST Shop No.31.

NURTH Shop No.30/3

SJUTH Shop No. 31 /1.

WITNESSESH

Satish Modi Smesh Bajej. LESSOR:

Shohnag-H. Lakhani LESSEE:

2. F.H. Wisami

1. P.N. Somani

(P.N. Somani)

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REGISTRATION PLAN OF SHOP NO: 30/2 SITUATED IN LOWER GROUND FLOOR, ADMEASURING 977.00-59.FT. INCLUDING COMMON AREA, AT. METHODIST COMPLEX, ABID. ROAD, HYD.-1. LESSOR MS MODI ENTERPRISE. LESSEE: MRS. SHENAZ W/O MR. HAMEEDALI LAKHANI 20.0 46" SHOP. NO. · 30/3. REFERENCE: - INCLUDED. - EXCLUDED -... = 3" WALL. g" WALL. - SHOP AREA 750.80. COMMON AREA. - 22626.50,79. TOTAL SHOPARELL 97700.50 Eg. SCALE: 1= 16-0" SHOD HOI HOTE COMMON ARED IS. 30/2. ONLY FOR 39/1.30/2 Ef EOMINON LI *30*/3 . BOUNDRY REFERENCE. WITNESESS NORTH-SHOP. NOISO/3. SHOPNO: . SOUTH - SHOPNOR 30/1 EAST. - COMMONITED GRAPELY WEST. - SHOP NOISI. (2) CHIRAG A-LILANE. copy of Plan cone I'm plan compered by (Reader) Date/ 12/11/93 (Eseamino) Without the Authorite Business Byperagap - 500 001 SIGNMUREOFLESSOR

COPY OF ENDORSEMENTS AND CERTIFICATES.

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