S(W. 3107 (93 CC No. 1885/93



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

MESSRS MODI ENTERPIRSES (Owned by Messrs MODI BUILDERS METHODIST COMPIEX) a partnership firm, having its office at 1-10-72/2/3, Begumpet, Hyderabad and represented by its partners: SHRI SATISH MODI & SURESH BAJAJ.

Hereinafter referred to as the party of the FIRST PART.

A N D

ANWAR H. VIRANI S/o Habib Virani, aged 45 years, Occupation Business, R/o Flat No.98, Karimabad Coop. Housing Society, Chirag Ali, Lane, Hyderabad-. 500 001.

Hereinafter referred to as the party of the SECUND PARTY.

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First Sheet of the 10th Sheet correction nil

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The expression party of the FIRST PART and party of the SECOND PART shall, unless repugnant to the context, include their respective heirs; legal representatives, successors and assignees.

WHEREAS:

- A. The IESSOR is the sole tenant of a building complex bearing the name METHODIST COMPIEX (the said building) situated at 5-9-189/90, Chirag Ali Iane, Abids, Hyderabad havinf got its rights of tenancy under an agreement, registered as document No.686/90 on 19.4.88 with the registrar fof Hyderabad, from the Methodist Church in India, (Owners) the owners of the la-nd on which the building is constructed.
- B. Under the said agreement, the lessor has the right to transfer its rights of tenancy in the whole or any part of the building to any persons of their choice on such terms and conditions as it may deem fit and proper without requiring the giving of a notice to the owners or taking their permission to do so.
- C. The lessee was desirous of taking on lease a part of the said building and the lessor hereto agreed to do so for cobsideration and on the following terms and conditions;

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WITNESSESTH:

- 1. The lessor has leased out and the lessee has taken on lease the premises bearing OFFICE No.31 on the lower ground floor in the said building admeasuring about 662 Sq.ft. of super built up area, anddescribed in detail in the schedule hereto, hereafter referred to as the leased premises.
- 2. The lease shall commence from 1st day of September,
- 3. The leasee shall pay to the lessor through out the lease periof by way of consideration of the lease an amount of Rs.165/- (Rupees One hundred and sixty five only)

 per month for the leased premises.
- 4. The lease shall be for a period of 25 years, renewable at the option of the LESSEL, at an increase in rent of 20% every 5 years on the then existing rent, other terms remaining unaltered. In case the LESSEE does not intimate his decision to terminate this contract in writing six months before the expiry of thesaid period, the lease shall be deemed to have been automatically renewed at the terms and conditions mentioned herein including this clause for renewal.

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- 5. The lessee shall use the premises for lawful commercial purpose only.
- Sesides the above mentioned rent payable the lessee shall be liable to bear and pay all taxes, cess, fees, charges, consequential and all other amounts that may be raised, levied, paid or payble to the Municipal Comporation 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 respected of the leased 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 of 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.
- 9. The leasee 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 Saling Modi.

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Fourth sheet of the 10th Shoet correction will

or alterations or floorinf which do not alter or amend the presenr structures, shape and condition of the property in a manner that may adversely offect the construction of the entire building or other occupiers of the said building.

- 10. The lessee shall be liable to vear and pay the following:
- a) repairs to the property, b) licence and other fees, c) electricity charges, do proportionate insurance charges for the insurance of tge building and maintenance charges. In case the above cited payments including monthly regular payments in chause (3) and clause (7) are delayed the lessee shall be liavle to pay interest at the rate of 30% p.a. on all such delayed payments. The lessor 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 executed, or other acts and things that may have to be in future in this regard.
- 12. The lessee shall not be any business concected with liquor, or serve liquor, on the premises.

Fighth Sheet of the 10th Sheet correction mild

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- 13. The lessee shall be entitled to t put up name boards relating to their businessor profession only at the spaces designated by the lessor o for these purposes and shall not put any sign boards on the exterior of the building.
- 14. The lesser shall be entitled to use the common, services of the building including the lifts, stairces. 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.
- 15. Subject to the fulfilment of all their obligations stated herein the, lessee shall be entitled to assign, transfr, sub let; and/or give on leave and licence (including succession on death), their rights stated herein, on such terms and conditions as they deem fit to any person, so howver 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.
- 16. The transferees/assignees of the lessee as mentioned aboveshall have the same rights and obligations as the lessee has mentioned herein.

Sireth Sheet of the 10th Sheet Correction will

17. The lessor shall have the right to carry on further construction on or in the said building as also any extension or annexe thereto as and when they so s desire and the lessee shall not object or create hindrance and shall extend all cooperation to the lessor thereof.

18. All disputes, differences and questions arising out of or in relation to or in any way concerning or touching this agreement, shall be referred to the arbitration, determination and award of two arbitrators, one to be appointed by each party, and such Arbitration shall be in accordance with the provisions of the Arbitration Act of 1940 or any other statutory modification thereof, and the obtaining of an award as a result of such Arbitration shall be a condition precedent to the obtaining of relief in any other court of law.

Seventh Sheet of the 10th Sheet correction will

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19. This agreement shall be subject to the jurisdiction of the court at Hyderabad only.

20. In the event of can ellation of the tenancy agreement between the owners, Methodist Church in India, successors of and formerly knownas Methodist Church in Sduth Asia, a society Registered as Public Charities Trust under societies Registration Act, and the lessor the lessee performing this obligations stated herein, this agreement h shall continues to be in force and the lessee shall have the right to enjoy the premises they have contracted and in s ch as event, their obligations will be towards the Church, the landlord/owner.

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All the Office No.31 on the lower ground floor in METHODIST COMPLEX, Abids, Hyderabad, admeasuring about 662 Sq.ft of super built up area and bounded by:-

EAST

: Shop No.30.

WEST

: Shop No.31/1.

NORTH

: Shop No. 31/2.

SOUTH

: Chirag Ali Lane,

WITNESSES:

1. P.N. Somani (P. N. Somani)

LESSORS

2. Hussain Alitt. Lakhani

(Hussain Hit - Lalchani)

1. Satishrodi

2. Smash Bajaj

LESSEE

Anwartt. wiagi.

REGISTRATION PLAN OF SHOP NO. 31 SITUATED M LOWER GROUND ADMEASURING 576 SQ. FT. AT METHODIST COMPLEX ABID ROAD HYD-I LESSOR MIS MOD ENTERPRISE LESSEE: ANWAR H. VIRANI S/O HABIB VIRANI RESI: FLAT NO .98 KAMIMABAD CO. OP. HOUSING SOCIETY CHIRAGALI LANE 25.9" HYD-1 RIS . Fand-Artifactar - Exa HELIAD Office, SING 22.4/2 SHOP NO. 31/3 R(S REFERENCE INCLUDED EXCLUDED SCALE = 1"=10:0 AREA = 576.0050 AT. RIS RIS = ROLLING SHUTTER SHOP NO 31/2 22-4/2 RIS 44.9 12-10/2" 12-10/2" BOUNDRIES NORTH -SHOP NO3/2 SHOP NO. SHOP NO SOUTH - CHIRAG ALI LAME WITNESSESS 31/1 IΣ EAST - SHOP NO30 WEST - SHOPNOSI/1. RIS RIS SIGNATURE OF ! SIGNATURE OF LESSE CHIRAGAL LANE ROAD

copy of Endorse ments and eartificates. 1993 5. 50 m 20 20 De 15 5 8 1915 m n 27 6 6 5 5 50 50.10 5 3 6 6 12 2 1 10 6 e sup [276] 200 8 8 2 2 de su 3000 excuo es 27 4 en 27 2 de la su 61:636/-2. Dozas Satish modi and Jana son son son son sales Schools shmodi builder R/01-10-72/2/3 Begumpet Hyderabad 500016,2) at al endero bool-3. (3) DE an 2-1 de 5 (2) Ancian Harris 10 (4) Bhai wirani R1098Flet No. Karima bad colony chiragali lane Ity dera bed 201201858, 1. p. N. Somani S/O MOORLi Flot NO:19 Raphemaked Coop House ing Sociaty (3) Hussialis/o. Habiali Itais (3) 5A. yawas spartment Abid Hyderabad 1993 550 mg on Del 500 1915 57 27 25 @ 26 20 100 28 D. prashon This kuman 2000 25 55820 at 6.7. Ta de 3 2 du 2015 2000 0 30 120 8 3 20 0 60 en en 1993 2 2011 1915 20 20 243020202782 3KO 270L 206288,1993 2000 2000 2010 208 1915 82 M. Sola S. S. S. S. S. S. B. D. Prashauthi Kuman & voaw o 55 28 80 At a I and 200 I. First Sheet of the 10th Shoot conaction Three)