

5: No. 1 699 Date 24 17 9 50 Sold To asmed

LASI Builder 6, 10, 19/88, R. NO. 0, 1907

AGREEMENT

This Agreement is executed on this day 94th day of April 1989 plos 8 hanne D. Rajwane at Hyderabad.

BY AND BETWEEN

MODI ENTERPRISES (Owned by MODI BUILDERS METHODIST COMPLEX) a partnership firm, having its office at 1-10-72/2/3, Begumpet Hyderabad and represented by its Partners Sri Satish Modi and Sri Suresh Bajaj hereinafter referred to as the Lessor of the FIRST PARTY.

AND

Mrs. Shanu D. Rajwani, W/o. Dharam Rajwani, R/o. 1, LIC Colony, Opp. Lydra Park, Hyderabad hereinafter referred to as the Lessee of the SECOND PARTY.

The expressions Lessor and Lessee shall, unless the context otherwise ME US SHAMN, cont.2. requires, include their respective heirs, legal representatives successors and assignees.

WHEREAS the lessor is the sole tenent of a building complex bearing the name METHODIST COMPLEX (the said building) situated at 5-9-189/90 Chirag Ali Lane, Abids, Hyderabad having got its rights of tenancy under agreement dated 19.4.1988 from Methodist Church in India (Owners) the owners of the land on which the building is constructed. A xerox copy of the said agreement is hereby given to the lessee by the lessor duly attesting the same as true copy.

Under the said agreement the lessor has the right to transfer the 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.

AND WHEREAS as per clause 5 (h) there has been specified reference to the said committment by the Methodist Church in India in the following terms: "It is hereby declared that in the event of cancellation of the said Development Agreement or tenancy deed entered into with the said M/s Modi Builders, Modi Enterprises the sub-tenent 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 sub-tenent(s) shall have the right to enjoy the PREMISES THEY HAVE con-

The lessee was desirous of taking on lease a part of the said building and the lessor hereto agreed to do so for consideration and on following terms and conditions.

- 1. The lessor shall lease out and the lessee shall takeon lease the premises bearing unit number 36 on the upper ground floor in the said building admeasuring about 90 sq.ft of built up and described in more detail in the schedule hereto hereafter referred top as the "Leased Premises".
- The period of the lease shall commence . from 24th April 1989 and the lessee has obtained vacant possession of the tenanted premises from the lessor and shall hereafiter occupy the tenanted premises from the lessor and shall hereafter occupy the tenanted premises so long as the lessee is ready and willing to pay the rent as per the terms and provision of this Agreement and to observe and perform the other terms and conditions contained in this agreement, the intention being that the lessor shall not be entitled to terminate this Agreement or to require the lessee to vacate the premises or any part therof, so long as the lessee is willing to pay such rent and to observe such terms and conditions.
- 3. The lessee shall pay to the lessor throughout the lease period by way of consideration of the lease an amount of Ps. 11/2 (Ps. Flower Only) per month

4. Since the tenancy/lease contemplated by this was long term agree-deed is to be/registration cost, this deed ment, and for the purposes of stamp duty and was and shall be renewed on the same terms and conditions, including this clausefor renewal.

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- 5. The lessee shall make with the lessor a deposit of Rs. 72,000/- (Rupees Seventy two Thousand only) as follows:
 - a. A cheque of Rs. 5,000/- (Rupees Five thousand only) bearing No. 0048449 dated 27.2.89 on Vijaya Bank, Hyderabad.
 - b. A sum of Rs. 7,000/- bearing cheque No.327165 dated 24.4.89 on Indian Bank, Hyderabad.
 - c. A sum of Rs. 10,000/- per month to be paid each month for six months commencing from 1st day of May 1989. (All cheques received subject to realisation).
- This deposit shall not carry any interest under any circumstances. This deposit may be retained by the lessor and shall be refunded without any interest or accretion whatsoever to the lessee on the termination of this lease and on thelessee delivering to the lessor or its nominees vacant-possession of the said premises in its original state and in no other circumstances. This clause is to be construed strictly.
- 7. The lessee shall use the premises for lawful commercial purposes only.
- 8. If the lessee fails to make payment as above. or delays in making payment, the lessor shall have the right to terminate this agreement without notice to the lessee and forfeit the amounts pand or charge interest at the rate of 30% per annum on amounts not paid ordelayed. Time shall be the essence of the contract for

and other amounts that may be raised, levied paid to 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 he so desires, who shall pay the consolidated sums to the corporation etc.

- 10. The lease amount shall be paid by the lessee before the 5th day of each calendar month in advance to the lessor or his authorised agent.
- 11. 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 structure and condition of the property in a manner that may adversely affect the construction of the entire building or that may cause nuisance or hinderance to the owners or other occupiers of the said building.
- 12. The lessee shall be liable to bear and pay the following:
 - (a) Repairs to the Property.
 - (b) Licence and other fees.
 - (c) Electricity and water consumption charges.
 - (d) Maintenance charges as fixed from time to time by the lessors.
 - (e) Proportionate cost of all electrical installations,
 like transferm, generators, panel boards, etc.
 @ Rs. 28 per sq.ft of built-up-area.
- 13. The lessee shall pay all stamp duty registration charges and other charge 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 done in future in this regard.
- 14. The lessee shall not do any business connected with liquor, or serve liquor on the premises.
- 15. The lessee shall be entitled to put up name boards related to the business or profession at the space

and shall not put any sign boards on the exterior of the building.

- 16. The lessee shall be entitled to use the common services of the building including the lifts and 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.
- 17. Onfulfilment of all their obligations hereunder the lessee shall be entitled to assign, transfer sublet and/or give on leave and licence (including succession on death) their rights hereunder on such terms and conditions as they deem fit to persons of their choice, however, they such transfer shall also be bound by the terms and conditions hereof. For doing this no further consent of the lessor of the owner shall be needed.
- 18. The transferees/assignees of the lessee as mentioned above shall have the same rights and obligations as the lessee as mentioned hereunder.
- 19. The lessor shall have the rights to carry on further constructions on or in the said building as also any extention or annex thereto as and when they so desire and the lessee shall not object or create hinderance and shall extend all co-operation to the lessor thereof.
- 20. This Agreement shall be subject to the jurisdiction of the courts at Hyderabad only.
- 21. If the lessee has fulfilled all his obligations hereunder and continues to do so in future the lessor shall not terminate the lease.
- 22. In the event of cancellation of the tenancy agreement between the owners and the lessor the

SCHEDULE OF THE PROPERTY

All that premises admeasuring 90 (Ninty) sq.ft plinth area which is numbered as No. 36 on Upper Floor in the Methodist Complex, Abid Road, Chirag Ali lane Hyderabad, which complex is part of premises bearing No. 5-9-189/190, Abid Road/Chirag Ali lane, Hyderabad and which is more particularly described in the plan annexed to this agreement and bounded in red.

> NORTH BY STAIR CASE

SOUTH BY. CHIRAG ALI LANE

EAST BY COMPOUND WEST BY PASSAGE

IN WITNESS WHEREOF this agreement is signed and executed by the parties in presence of the following witnessessen the date and place first above

FIRST PARTY

, SECOND PARTY

WITNESS:

- inscript Cunaris with.

1. Algham 2. Clarent

Dhanam. P. Raywam Zy P.A. CHAKRANARTHI