

INDIA NON JUDICIAL

₹ 100

R\$ 100

सत्यमेव जयते

भारत

एक सौ रुपये

ONE HUNDRED RUPEES

S.L.NO: 0010089 DATE: 08/03/96 RS: 100

(C-5)

నవ రిజిస్ట్రారు, పశు వైద్య కళాశాల
మరియు ఎక్స్ - ఆఫీసియో డాక్టర్ . స. వెంకటేశ్వర
రావు తార్కారియము, కృష్ణా జిల్లా పశు వైద్య కళాశాల,
పాడూరు.

FOR WHOM : M/S MODI BUILDERS; HYD.

LEASE AGREEMENT

This Agreement is executed on this the 14th March, 1996
at Hyderabad by and between:-

M/s. 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 Shri Sathish Modi & Shri Suresh Bajaj.

(Hereinafter referred to as the LESSOR of the FIRST PART.)

A N D

Mrs. SUSHMA TOTLA w/o. Venu Gopal Totla, aged 24 years,
resident of H.No.4-4-1, D-21, Dilshad Plaza, Sultan
Bazar, Hyderabad - 500 195.

(Hereinafter referred to as the LESSEE of the SECOND PART.)

The expressions LESSOR and LESSEE shall, unless repugnant to the context, include their respective heirs, legal representatives, successors and assignees.

asthma

Samuel H. Wood
Salem, Mass.

WHEREAS :

- A) The LESSOR is the sole tenant 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 the agreement, registered as Document No.686/90 on 19.4.88 with the registrar of Hyderabad, from the Methodist Church in India, (Owners) the owners of the land 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 here to 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 Shop No.13 (Thirteen) on the UPPER GROUND FLOOR in the said building admeasuring about 250 sq.ft. of builtup area, and described in detail in the schedule hereto, hereafter referred to as the leased premises.
2. The Lease shall commence from 1st September 1994.
3. The Lessee shall pay to the Lessor throughout the lease period by way of consideration of the Lease an amount of Rs.100/- (Rupees one hundred only) per month for the leased premises.
4. The Lease shall be for a period of five years renewable at the option of the Lessee every five years at an increase in rent of 20% 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 the said period, the lease shall be deemed to have been automatically renewed at the terms and conditions mentioned herein.
5. The lessee has made with the Lessor a total security deposit of Rs.2,50,000/- (Rupees Two lakhs fifty thousand only).
 - a) Rs.1,00,000/- (Rupees one lakh only) vide cheque No.538103 on Punjab & Sind Bank dated 27.5.1992.

Sushma

contd.3
 Satish

- b) Rs.1,00,000/- (Rupees One lakh only) vide cheque No.538102 on Punjab & Sind Bank, dated 28.5.1992.
- c) Rs.50,000/- (Rupees Fifty thousand only) vide cheque No.448897 on Punjab & Sind Bank, dated 31.5.1993.

This Deposit shall not carry any interest under any circumstances whatsoever. 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 the Lessee delivering to the Lessor or its nominee/s vacant possession of the leased premises in its original state and in no other circumstances. This clause is to be constructed, strictly.

- 6. The Lesseeshall use the premises for lawful commercial purposes only.
- 7. Besides the above mentioned rent payable 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.
- 8. The Lease amount shall be paid by the Lessee before the Fifty day of each calendar month in advance to the Lessor or his authorised agent.
- 9. The Lesseeshall 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 of 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) Licence and other fees.
 - c) Electricity charges
 - d) Proportionate cost of all electrical installations like transformer, meters, generators, panel boards etc., @ Rs.28/- sft. of super builtup area.

Suresh
Satish
Sushma

contd... 4

- e) Proportionate insurance charges for the Insurance of the Building.
 - f) Maintenance charges @ Rs.0.75 Sft. of builtup area in advance per month (subject to increase from time to time). In case the above cited payments are delayed the Lessee shall be liable to pay interest at the rate of 30% p.a. on all such delayed payments.
12. In the event of the LESSEE committing default in any payment or committing a breach or breaches of any other terms and conditions, the LESSOR shall send a reminder to the LESSEE to rectify the default within 15 days, failing which the LESSOR shall be entitled to determine the lease by giving 15 days notice to the LESSEE whether such non-payment or breaches take place within the agreed period of lease or otherwise.
13. 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 done in future in this regard.
14. The Lessee shall not do any business connected with Liquor, or serveliquor, on the premises.
15. 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 these purposes and shall not put any sign boards on the exterior of the building.
16. The Lesseeshall be entitled to use the common services of the building including the lifts, 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. Subject to the fulfilment of all their obligations stated herein the, Lessee shall be entitled to assign, transfer, 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 however that such transferee shall also be bound by the terms and conditions thereof. For doing this, no further consent of the Lessor or the Owners shall be needed.
18. The transferees/assignees of the Lessee as mentioned above shall have the same rights and obligations as the Lessee has mentioned herein.
19. 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 desire and the Lessee shall not object or create hindrance and shall extend all co-operation to the Lessor thereof.

Suresh B. Seshima
Satish

contd.....5

20. This Agreement shall be subject to the Jurisdiction of the Courts at Hyderabad only.
21. If the Lessee has fulfilled all his obligations stated herein, 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 Lessee performing his obligations stated herein, this agreement shall continue to be in force and the Lessee shall have the right to enjoy the premises they have constructed and in such an event, their obligations will be towards the Church, the Landlord/owner.

SCHEDULE OF THE PROPERTY

All that Shop No. 13 (Thirteen) on the UPPER GROUND FLOOR in the METHODIST COMPLEX, Abids, Hyderabad, measuring about 250 sq.ft. of built up area and bounded by :-

NORTH	: Common passage
SOUTH	: Shop No. 23
EAST	: Shop No. 14
WEST	: Shop No. 12

WITNESSES:

1.

(Venkatesh S/o
Chandmal Totla)

2.

(Ravi
Ravi Kumar S/o
Chandmal Totla)

LESSOR

1.

Satish Reddy

2.

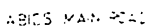
Srinivas Reddy

LESSEE

1.

Sushma

Sushma
Satish and



CHIRAG ALI LANE

NOTE - drawing in details are subject to change:
 - sizes mentioned are built-up and not compact sizes
 - cores mentioned are built-up, new and not compact ones