

AP-23-1-A 49249

S.L.NO: 0010091

DATE: 08/03/96

RS: 100

PURCHASER: V SREENIVASAN

S/O V V CHARY

BOLARUM

FOR WHOM : M/S MODI BUILDERS; HYD.

నవ్-రిజిస్ట్రారు, పర్శవేశకులు మరియు ఎక్స్ ఆఫీషీడా స్టాన్స్ కేంకట a. ஸ் சுரைசல்லை, த க க. ச: நான்குக

హైదరా**వాడు**.

# 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 FART.)

#### AND

Mrs. KAVITA TOTLA W/o. Rajender Totla, aged 21 years, resident of H.No.4-4-1, D-21, Dilshad Flaza, Sultan Bazar, Hyderabad - 500 195.

(Here inafter 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 assignee:

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#### WHEREAS :

- The Lessor is the sole tenant of a building complex bearing the name METHODIST COMFLEX (the said building) situtaed at 5-9-189/90, Chirag Ali Lane, Abids, Hyderabad having got its rights of tenancy under and A) Agreement Registered as Document No.686/90 en 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.
- Under the said agreement, the Lessor has the right to transfer its rights of tenancy in the whole of 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; B)
- The Lessee was desirous of taking on lease a part of the said building and the Lessor here to agreed to do C) so for consideration and on the following terms and conditions.

### WITNESSETH:

- The Lessor has leased out and the Lessee has taken on lease the premises bearing Shop No.12 (Twelve) on the UPPER GROUND FLOOR in the said building admeasuring 1. about 215 sqf.t. of built up area, and described in detail in the schedule hereto, hereafter referred to as the leased premises.
- The Lease shall commence from 1st September, 1994. 2.
- The Lessee shall pay the Lessor throughout the lease 3. period by way of consideration of the Lease an amount of Rs. 100/- (Rupees One hundred only) per month for the leased premises.
- 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, he lease shall be deemed to have been automatically renewed at the terms and conditions mentioned herein.
- The Lessee has made with the Lessor a total security Deposit of Rs.2,25,000/- (Rupees Two lakks twenty five 5. thousandonly).
  - Rs.1,25,000/- (Rupees One lakh twenty five thousand only) vide cheque No.433951 on Punjab & Sind Bank, Maita Salut Modred .....3 dated 25.9.1992.

- b) Rs.50,000/-(Rupees Fifty thousand only) vide cheque No.542631 on Punjab & Sind Bank, dated 20.01.1993.
- c) Rs.50,000/- (Fifty thousand only) vide cheque No.545101 on Punjab & Sind Bank, dated 9.3.1993.

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 Lessecshall use the premises for lawful commercial purposes only.
- Desides 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 Leasee before the Fifth day of each calender month in advance to the lessor or his authorised agent.
- 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.
- 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 my adversely effect the construction of the entire building or other occupers 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 conditions of the property in a manner that may adversely effect the construction of the entire building or other occupiers ofthe said building.
- 11. The Lessee shall be liable to bear and pay the followings:
  - a) Repairs to the Property.
  - b) Licence amother fees.
  - c) Electricity charges.
  - d) Proportionate cost of all electrical installations like transformer, meters, generators, panel boards, etc. @ Rs.28/- Sft. of super built-up area.

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- Maintenance charges @ Rs.O.75 sft. of built-up area in advance permonth (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.
- In the event of Lessee committing degault in any payment or committing a breach or breaches of any other terms 12. 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 bygiving 15 days notice to the Lessee whether such non-payment or breaches take place within the agreed period of lease or otherwise.
- The Lessee shall pay all stamp duty, registration charges and other charges, expenses etc. that may be 13. 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.
- The Lessee shall not do any business connected with Liquor, or serveliquor, on the presmises. 14.
- The Lessee shall be entitled to put up name boards relating to their busines or profession only at the 15. spaces designated by the Lessor for these purposes and shall not put any sign boards on the exterior of the Building.
- 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 16. good and decent condition, not to throw dirt or refuse therein and help maintain the building in good working atmosphere.
- 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 17. herein, on such terms and conditions as they deem fit to any person, so however that such trasnferee 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.
- 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 annexe thereto as and when they so desire and the Lessee shall not object or create hindrance and shall extend all co-presention to the Lesson 19. and shall extend all co-operation to the Lessor thereof.

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- 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 continue to do so in future, the Lessor shall not terminate the Lease.
- 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 as event, their obligations will be towards the Church, the Landlord/Owner.

## SCHEDULE OF THE PROPERTY

All that shop No.12 (Twelve) on the UPPER GROUND FLOOR in the METHODIST COMPLEX, Abids, Hyderabad - 1, admeasuring about 215 Sq.ft. of built up area and bounded by:-

NORTH : Common passage

SOUTH : Shop No.24

EAST : Shop No. 13

WEST : Common passage.

WITHESES:

1.

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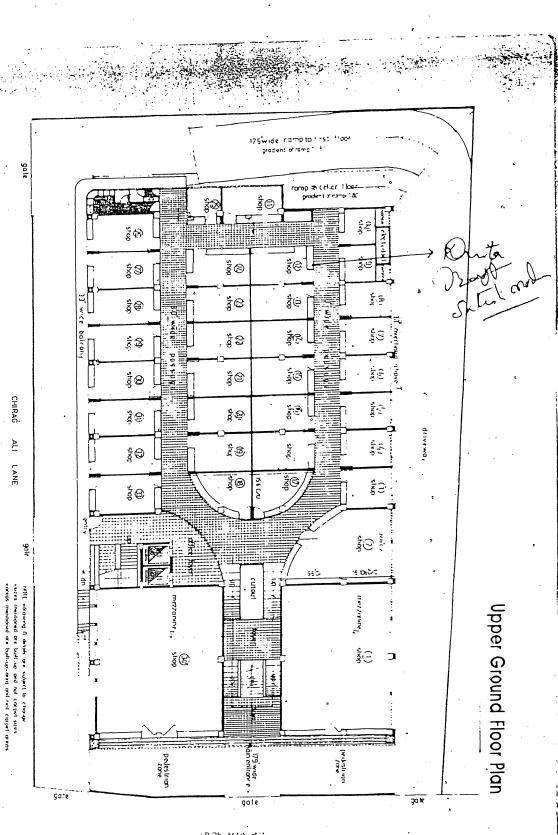
( Ravi Kumar 310 . Chandmal totle) LESSOR

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2. John Mago

LESSEE

1. Outa



Shop Area 140 Sq.ft - 2700 Sq.ft.