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09AA 370703

C. No. 217 Date 16/1/06
Sold to Atul R Shah
By Ramesh Chandra Lalbhai
For Whom Set

LEELA
STAMP
L.N
5-4-76/A,
SECUNDERABAD-500 003

LEASE AGREEMENT

This Lease Agreement is made and executed on this the 16th day of January 2006, at Hyderabad by and between:

Shri Modi

M/s. MODI ENTERPRISES owned by MODI BUILDERS METHODIST COMPLEX a partnership firm, having its office at 5-4-187/3 & 4, 2nd Floor, M. G. Road, Secunderabad – 500 003, and represented by its partners Shri Soham Modi, aged about 35 years, S/o. Sri Satish Modi and Shri Suresh Bajaj, aged 38 years, S/o. Shri Parmanand Bajaj, hereafter referred to as the LESSOR of the First Part.

AND

Shri ATUL R SHAH, S/o. Shri Rameshchandra Lalbhai. Shah aged about 43 years, residing at 1-8-229/4/402, Flat No. 402, Akanksha Apartments, Prenderghast Road, Secunderabad – 500 003, hereafter referred to as the LESSEE of the Second Part.

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

Shri Modi

Atul R Shah

Suresh Bajaj

SHOP 8 (308)
2nd Floor

ME VS ATUL R S
SUBNA - 750 34

WHEREAS:

- A. The LESSOR is the sole tenant of a building complex bearing the name METHODIST COMPLEX (the said building) situated at 5-9-189/190, Chirag Ali Lane, Abids, Hyderabad having got its rights of tenancy under an agreement, registered as document no. 686/90 on 19.04.1988, 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 LESSOR has leased out an office premises on third floor admeasuring 750 Sft super built up area, bearing no. 5-9-189/190 Methodist Complex (Scheduled Premises) to Mrs. Amita Rajesh under the lease agreements dated 5th October 1995.
- D. Mrs. Amita Rajesh is identified a tenant and requested the LESSOR vide their letter dated 19.11.2005 to transfer the lease of the Scheduled Premises infavour of the LESSEE.
- E. The LESSEE was desirous of taking on lease of the Scheduled Premises and given his consent to the LESSOR vide letter dated 19.11.2005 and the LESSOR hereto agreed to do so for consideration and on the following terms and conditions:

WITNESSETH:

1. The LESSOR has transferred the lease to the LESSEE of the Scheduled Premises bearing no. 5-9-189/190 Methodist Complex, Office No. 8, on the Third Floor in the said building admeasuring about 750 sft. super built up area, and described in detail in the schedule hereto and hereafter referred to as the Leased Premises.
2. The lease shall commence from 1st November 2005.
3. The LESSEE shall pay to the LESSOR by way of consideration of the lease an amount of Rs. 144/- (Rupees One Hundred and Forty Four only) per month for the leased premises with an increase of 20% every 5 (Five) years on the then existing rent. This is a perpetual lease deed.
4. The LESSEE shall make with the LESSOR a total security deposit of Rs. 2,75,000/- (Rupees Two Lakhs Seventy Five Thousand only) which is inclusive of electrical installation charges.
5. The LESSEE has paid to the LESSOR a sum of Rs. 2,75,000/- (Rupees Two Lakhs Seventy Five Thousand only) by way of transfer from the previous tenant Mrs. Amita Rajesh vide her request letter dated 19.11.2005.
6. 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 construed strictly.
7. The LESSEE shall use the premises for lawful commercial purposes only.

Mr. M. M. M.

Amita Rajesh

2005 - 144
2010 - 173
2015 - 208

8. Besides 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 payable to the Municipal Corporation of Hyderabad or any other body, authority, government, semi government etc., 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.
9. The lease amount shall be paid by the LESSEE before the fifth day of each succeeding calendar month in advance to the LESSOR or his authorized agent.
10. The LESSEE shall be permit the LESSOR and/or his agents to enter upon property for inspection and examination of the state and condition thereof.
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 structures, shape and condition of the property in a manner that may adversely affect the construction of the entire building or other occupiers of the said building, but is entitled to make such additions or alterations or 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.
12. 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.
 - e) Proportionate insurance charges for the insurance of the building.
 - f) Maintenance charges @ Rs. 1.00 per sft., of built-up 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% per annum on all such delayed payments).
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 serve liquor, on the premises.
15. The LESSEE shall be entitled to put 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 LESSEE shall be entitled to use the common services of the building including the lift and staircase. 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. The transferees/assignees of the LESSEE as mentioned above shall have the same rights and obligations as the LESSEE has mentioned herein.

Shah Malik

x
Amit R. Shah

18. This lease deed is perpetual and the Lessee shall be irrevocably entitled to assign, transfer, sub-let, and / or give on leave and license (including succession on death), their rights stated herein, on such terms and conditions as they deem fit to any person, so however the 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.
19. The LESSOR shall have the right to carryon further construction on or in the said building and also any extension or annex thereto as and when they so desire and the LESSEE shall not object or create hindrance and shall extend full co-operation to the LESSOR thereof.
20. This agreement shall be subject to the jurisdiction of the courts at Hyderabad only.
21. In the event of cancellation of the tenancy agreement between the owners and Modi Builders Methodist Complex, 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 contracted and in such an event, their obligations will be towards the Church, the Landlord/Owner.

SCHEDULE OF THE PROPERTY

All that portion forming office flat no. 8, on the third floor, in the METHODIST COMPLEX, bearing M.C.H. No. 5-9-189/190, Abids, Hyderabad admeasuring about 750 Sq. ft. of super built up area and bounded by:

NORTH	Private Road
SOUTH	Common Passage
EAST	Office No. 7
WEST	Part of Office No. 8

IN WITNESS WHEREOF the LESSEE and the LESSOR have executed this Lease Agreement in presence of the witnesses named below.

WITNESSES:

1.

[Handwritten signature]
G. KAMATH

2.

[Handwritten signature]
Srinivas

[Handwritten signature]
The Mal

LESSOR

[Handwritten signature]
A. R. Shah

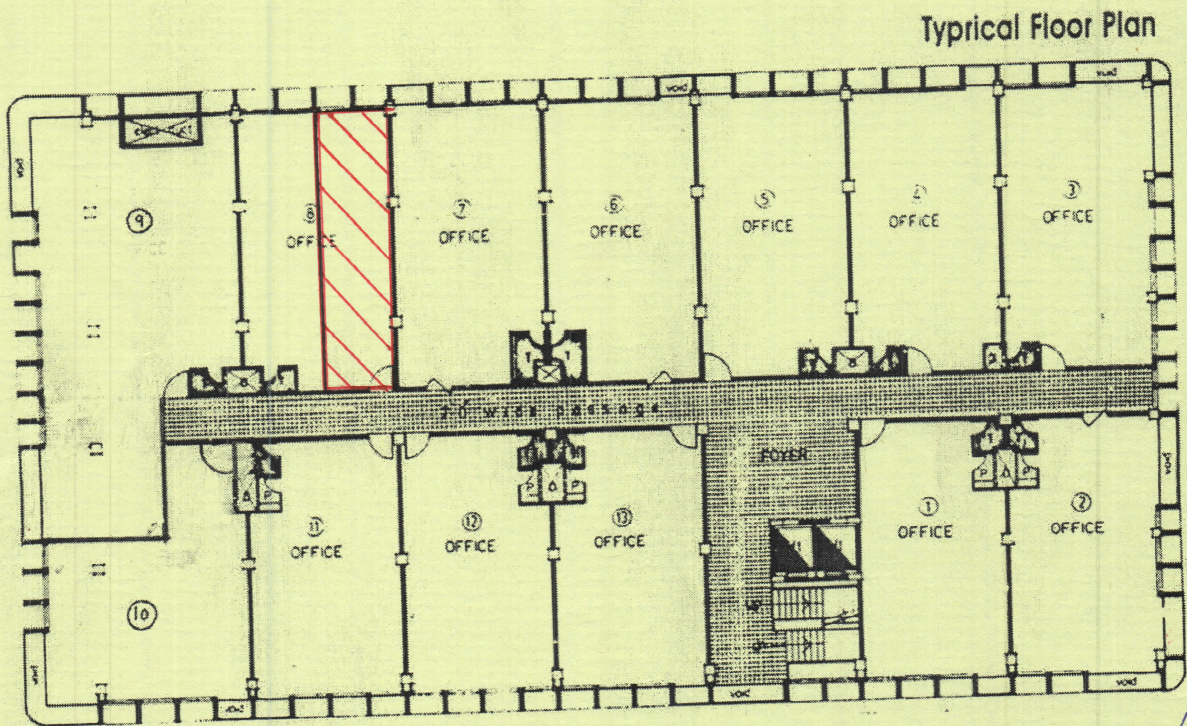
LESSEE

Plan of Lease Agreement for the office flat no. 8, admeasuring about 750 sft of super built-up area on the third floor, in the building known as Methodist Complex bearing M C H No. 5-9-189/190, situated at Abid Road, Hyderabad.

Lessor M/s. Modi Builders Methodist Complex
Lessee Shri Atul R Shah
Area 750 Sft.

Boundaries:

North Private Road
South Common Passage
East Office No. 7
West Part of Office No. 8



WITNESSES:

1.

[Handwritten signature]
G. K. An. R. R. R. R.

2.

Srin Nudat

[Handwritten signature]

[Handwritten signature]
LESSOR

Atul R Shah
LESSEE