

UP ANDHRA PRADESH CLEER L. No: 13,9 1/2003

5-4-76/A Collar, Ranigunj.

Whom SECUNDERABAD - 500 003

04AA 604496



LEASE DEED

This Lease Deed is made and executed on this the 11th day of February 2005, late Hyderabad by the and between:

M/s. MODI ENTERPRISES (owned by MODI BUILDERS METHODIST COMPLEX), a partnership firm, having its office at 5-4-187/3 & 4, M.G. Road, Secunderabad represented by its partners Shri Suresh Bajaj, aged 49 years, S/o. Late Shri Parmanand Bajaj, and Shri Satish Modi aged 61 years S/o. Late Shri Manilal C Modi, hereafter referred to as the "LESSOR" of the First Part.

AND

Shri. Satish Modi HUF having its office at 5-4-187/3 & 4, M.G. Road, Secunderabad represented by its Karta Shri. Satish Modi S/o. Late Shri Manilal C. Modi, aged 61 years. R/o. Plot No.280, Road No.25, Jubilee Hills, Hyderabad hereinafter 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.

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For Satishchandra Modi (H.U.F.).

Satishchandra Modi (H.U.F.).

Kartal.

WHEREAS:

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- 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 19-4-1988, 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. Under the Lease Deed dated 09.10.1998 the **LESSEE** has taken on lease from the **LESSOR** about 2,600 sft of super built up area (2,167 sft built-up area) on the fourth floor along with 3,000 sft of terrace area (hereinafter referred to as SCHEDULE PREMISES), in the building known as Methodist Complex bearing M.C.H. No. 5-9-189/190, situated at Abid Road, Hyderabad for a period of 5 (five) years commencing from 1st July 1998. The lease period was lapsed on 30.06.2003.
- D. The LESSEE has requested the LEESSOR to renew the lease as per the clause No.4 of lease deed dated 09.10.1998 for a further period of 5 (Five) years and the LESSOR has agreed to renew the same on the following terms and conditions:

NOW THIS INDENTURE WITNESSETH:

- 1. The LESSOR has agreed to renew the lease period of the SCHEDULE PREMISES for a further period of 5 (Five) years commencing from 1st July 2003.
- 2. The LESSEE shall pay to the LESSOR by way of consideration of the lease an amount of Rs. 120/- (Rupees One Hundred Twenty Only) per month for the leased premises.
- 3. The Lease shall be for a period of five (5) years renewable at the option of **LESSEE** every five (5) years at an increase in rent of 20% of the then existing rent.
- 4. The LESSEE shall use the premises for lawful commercial purposes only.
- 5. The LESSOR has provided an exclusive lift leading to the 4th floor of the said building.
- 6. Besides the above mentioned rent payable, the LESSEE shall be liable to 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 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.
- 7. The Lease amount shall be paid by the **LESSEE** before the fifth day of each calendar month in advance to the **LESSOR** or 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 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 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.

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- 10. 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 insurance charges for the insurance of the building.
 - e) 1/4th of the Maintenance charges for the maintenance of the lift and other areas of the 4th floor.
- 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 done in future in this regard.
- 12. The LESSEE shall not do any business connected with liquor, or serve liquor, on the premises.
- 13. The **LESSEE** shall be entitled to put up name boards relating to their business or profession only at the spaces designated by the **LESSOR**.

No extra rent or charges shall be payable for the sign board as it is part of the tenancy and the LESSOR shall not have any objection and the LESSOR shall sign all the applications, no objections which may be necessary to obtain permission, sanction from the Municipal Corporation or any other authority.

- 14. The LESSEE shall 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.
- 15. 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 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 above shall have the same rights and obligations as the LESSEE has mentioned herein.
- 17. The LESSOR shall have the right to carry on further construction on or in the said building as also any extension or annex 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.
- 18. AND WHEREAS the LESSOR herein has represented that as per the development agreement dated 09/01/1982 and the lease deed dated 19/04/1988 which is registered on 09/09/1990 executed by and between M/s. The Methodist Church in India and the LESSOR herein is authorised to create valid and subsisting sub-lease for longer periods and any such sub-lease created by the LESSOR herein with respect to the aforesaid leasehold (which is covered by the registered lease deed dated 19/04/1988) or any part thereof shall be valid, subsisting and binding of the M/s. The Methodist Church in India;
- 19. This agreement shall be subject to the jurisdiction of the Courts at Hyderabad only.

20. If the LESSEE has fulfilled all his obligations stated herein, and continues to do so in future, the LESSOR shall not terminate the lease.

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For Satishchandra Modi (H.U.i.

21. Since this sub-lease contemplated by this lease deed is to be long term arrangement and for the purpose of stamp duty and registration this deed may be deemed for a period of (30) thirty years and shall be renewed on the same terms and conditions including this clause for renewal and any non-execution of the renewed lease deed will not entitled the LESSOR herein to terminate the lease and it shall be deemed to be continuing tenancy on

SCHEDULE OF THE PROPERTY

All that portion consisting of about 2,600 sft of super-built up area (2,167 sft built-up area)on the fourth floor along with 3,000 sft of terrace area in the building known as METHODIST COMPLEX, bearing M.C.H. No. 5-9-189/190, Abid Road, Hyderabad marked in red in the enclosed plan and bounded by:

NORTH BY:	A . 1
SOUTH DY	Area leased to Shiva Shakti constructions.
HACT DX	- Bank Dalle
WEST BY:	Lift, Staircase & Lobby
	Neighbors Building
In Witness W.	

In Witness Whereof this Lease Deed is signed and executed by the parties in presence of the following witnesses on this day, month and year of above mentioned at Hyderabad.

WITNESSES:

1.

LESSOR

LESSEE For Satishchandra Modi (H.U.F.)

Kartal