

PURCHASER: SVED MADBOOL S/U D.SAHANSIR MOBHALPURA, HYD.

FOR WHOM : MYS SHIVALAYO HOTELS METHODIAL COMPLEX

LEASE AGREEMENT

This Agreement is executed on this the 16" day of NOV. at HYDERABAD by and between:

MESSRS.MODI ENTERPRISES (owned by M/s.MODI BUILDERS (METHODIST COMPLEX) a partnership firm, having its office at 1-10-72/2/3, Begumpet, Hyderabad represented by its partners SHRI SATISH MODI AND SHRI SURESH BAJAJ.

Hereinafter referred to as the party of THE FIRST PART.

AND

M/s SHIVALAYA HOTELS (a Partnership firm) having its office at 5-1-32, R.P.Road, Secunderabad - 500 003 represented by its partners Mr. Suresh Bajaj and Mr. Soham Modi,

Hereinafter referred to as the party of THE SECOND PART.

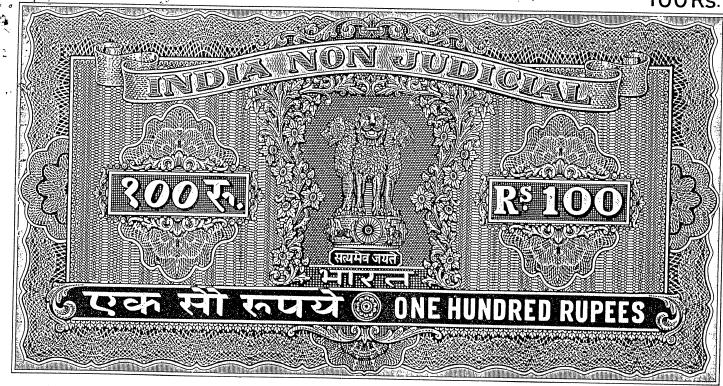
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S.L.MO: 0079297

DATE: 04/11/93

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PURCHASER: SYED MAQBOOL 5/8 D.SAHAMSIR' MOSHALPURA, HYD.

FOR WHOM : MYS SHIVALAYA HOTELS METHODIST COMPLEX ABIDS

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The expressions partyof the FIRST PART and party of the SECOND PART shall, unless repugnant to the context, include their respective; heirs, legal representatives, successors and assignees.

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 an agreement, registered as document No.686/90 on 19-04-88 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 paart 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.

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LESSEE (S-174)

C. 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 the following terms and conditions:

WITNESSETII:

- 1. The lessor has leased out and the lessee has taken on lease the premises bearing unit No. 404 4th floor/terrace floor in the said building admeasuring about 1400 Sq.Ft. and described in detail in the schedule hereto, hereafter referred to as the leased premises.
- 2. The lease shall commence from 1st day of April 1993.
- 3. The lessee shall pay to the lessor through out 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 5 (Five) years renewable at the option of the LESSEE, at an increase in rent of 20% every 5 years 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 including this clause for renewal.
- 5. The lessee shall use the premises for lawful commercial purpose only.
- 6. Besides the above mentioned rent payable the lessee shall be liable to bear and pay 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 Corporations etc., in respect of the leased premises only.

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- 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.
- 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 may adversely effect the construction of the entire building or other occupiers of the said building, but is entitled to make such additions or alternations 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.
- 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 and maintenance charges. In case the above cited payments including monthly regular payments in clause (3) and clause (7) are delayed the lessee shall be liable to pay interest at the rate of 30% p.a. on all such delayed payments. The lessor shall not be entitled to terminate the lease.
- 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 for these purposes and shall not put any sign boards on the exterior of the building.
- 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 lease 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 annexe thereto as and when they so desire and the lessee shall not object or create hindrance and shall extend all cooperation to the lessor thereof.
- 18. All disputes, differences and questions arising out of or in relation to or in any way concerning or touching this agreement, shall be referred to the arbitration, determination and award of two arbitrators, one to be appointed by each party, and such Arbitration shall be at Hyderabad and the Arbitration shall be in accordance with the provisions of the Arbitration Act of 1940 or any other statutory modification thereof, and the obtaining of an award as a result of such Arbitration shall be a condition precedent to the obtaining of any relief in any other court of law.

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- 19. This Agreement shall be subject to the jurisdiction of the courts at Hyderabad only.
 - 20. In the event of cancellation of the tenancy agreement between the owners, Methodist Church in India, Successors of and formerely known as Methodist Church in South Asia a Society Registered as Public Charities Trust under societies Registration Act, and the lessor, the lessee performing his obligations stated herein, this agreement shall continues to be in force and the lessee shall have the right toenjoy the premises they have contracted and in such an event, their obligations will be towards the church, the landlord/owner.

2.1

SCHEDULE OF THE PROPERTY

All the premises bearing unit No.404 on the fourth floor/terrace floor in METHODIST COMPLEX, Abids, Hyderabad, admeasuring about 1400 Sq.Ft. bounded by:-

EAST by : Unit No.403

WEST by : Open terrace

NORTH by : Open terrace

: SOUTH by : Open terrace

WITNESSES:

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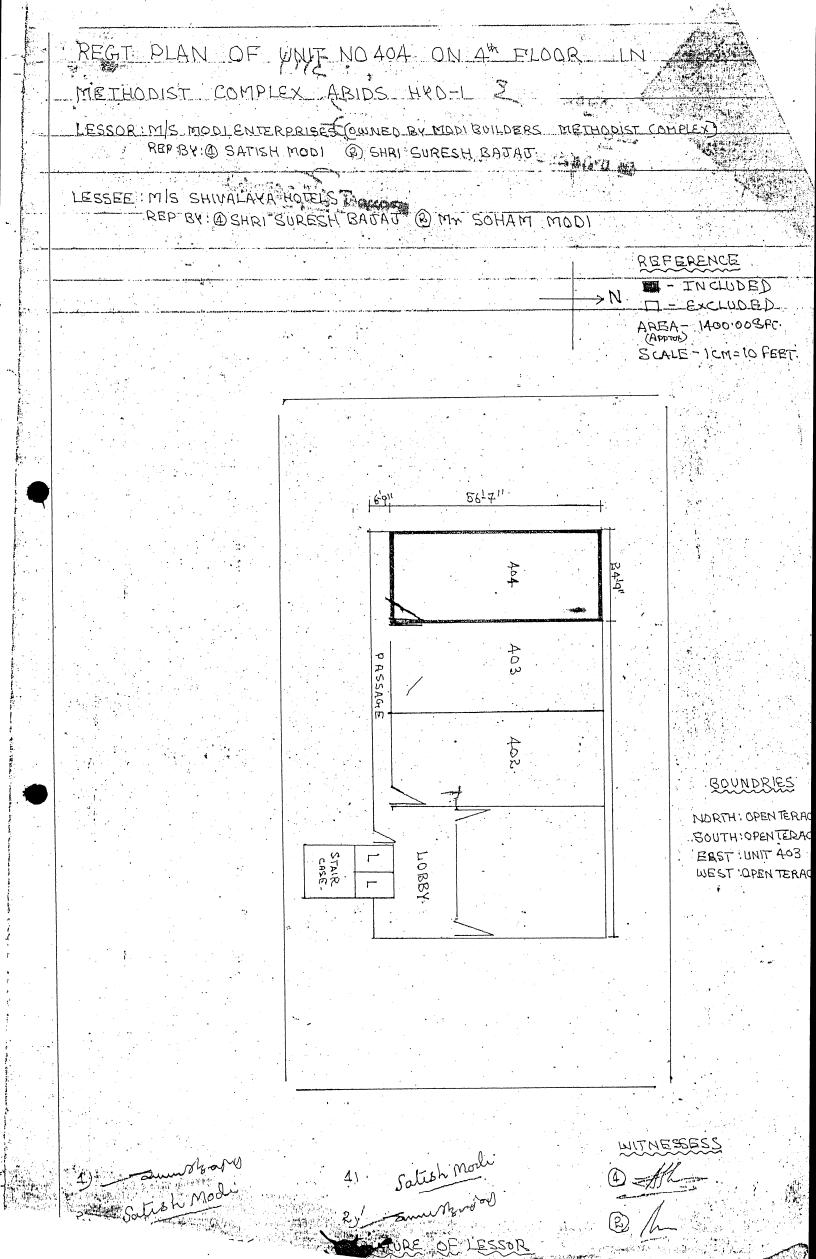
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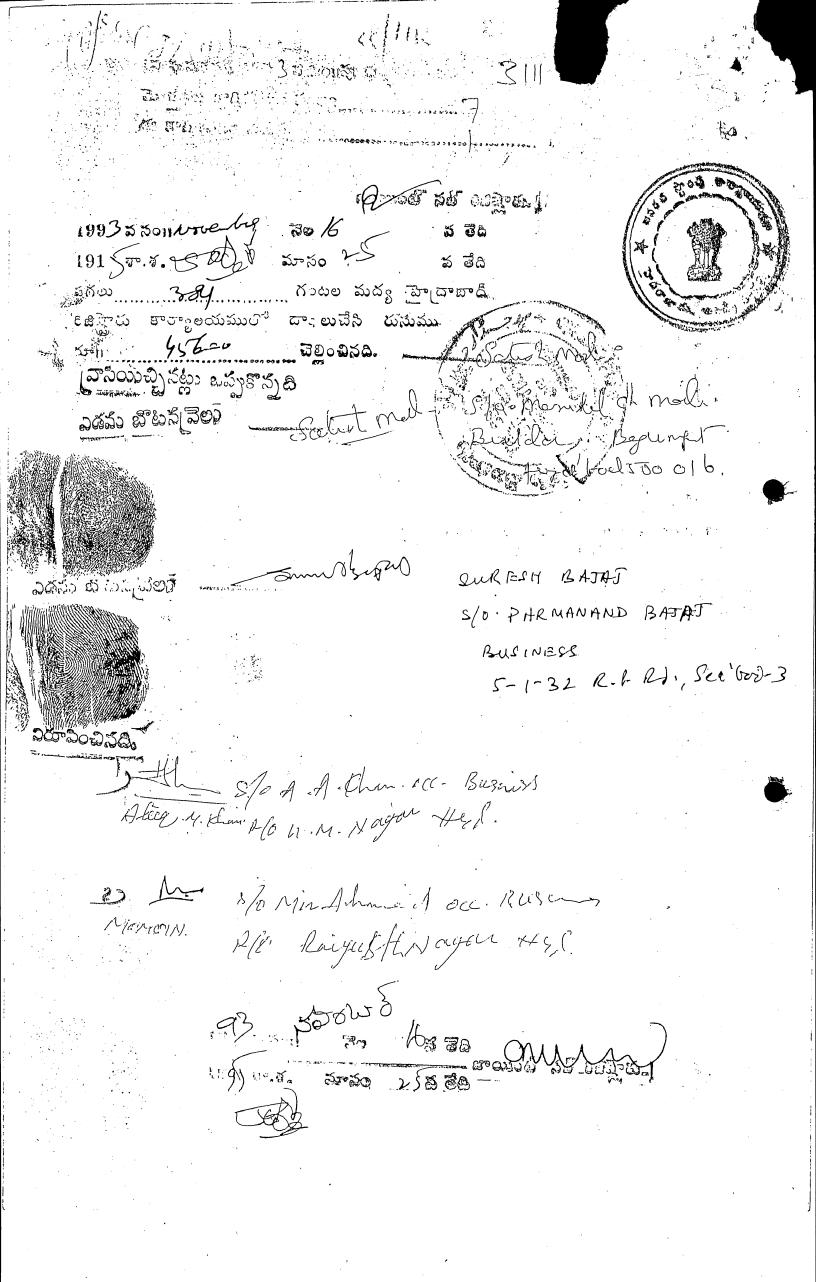
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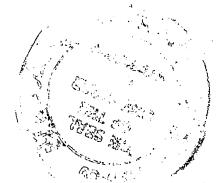
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