

680/90

10 Rs.



369/100, 24-3-88, 10

J. Krishnadas

Notary Public, Sultan Bazar, Hyderabad
No. 12/1987 Reg. No. 41158

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TENANCY DEED

THIS DEED OF TENANCY made at Hyderabad (A.P.) this the ^{19th} day of April/1988

Between THE METHODIST CHURCH IN INDIA - (Successor of and formerly known as The Methodist Church in Southern Asia (MCSA) hereinafter referred to as " the Landlord" - (which expression shall, unless it is repugnant to the context or meaning thereof, include their successors and assigns) of the One Part Messrs. Modi Enterprises, (owned by "Messrs. Modi Builders Methodist Complex", a registered partnership firm) having their office at 1-10-72/2/3, Begumpet Road, Hyderabad - 500016, A.P., hereinafter referred to as " the Tenants" (which expression shall unless it is repugnant to the context or meaning thereof, include the partners or persons for the time being constituting the said firm of Messrs. Modi Builders Methodist Complex and their successor and assigns) of the Other part:

WHEREAS:

- a. The Landlord owns land admeasuring 2760 Sq.Mts.(Equivalent to 3300 Sq. Yds) bearing Municipal No.5-9-189/190, Abid Road, Chirag Ali Lane, Hyderabad, with the building and

Signature
EXECUTIVE SECRETARY,
HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

Satish Rao
Signature

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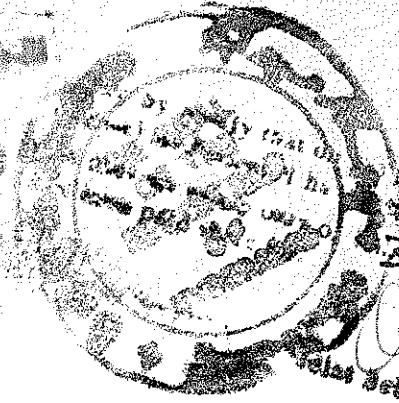
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Satish Mohi s/o. Manish Mohi R/o. Lot no. 4
Banganga Hills
Hrs

~~Suresh Bajaj~~
Suresh Bajaj s/o. Permanent
Bajaj R/o East
Marredpally
Secunderabad

1/ H Ch s/o late M. A. Kotiah 11-6-166 Vallabhadra Hills
John Kotiah Retd. Bank Officer Nampally, Hyd'bad 50000/

2/ H Ch s/o Hanidas. 4-4-453 Sultan Bazar
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structures standing thereon, more particularly described in the schedule hereunder written (hereafter referred to as "the said Property").

- b. By a Development Agreement dated 9th January 1982, made and entered into between the landlord, as the Owner, of the One Part and Messrs, Modi Builders, as the Developers of the Other Part, the Landlord has given to the Developers the right to develop the said property on the terms and conditions contained in the said Development Agreement:
- c. Building Plans have been sanctioned by the Municipal Corporation of Hyderabad (M.C.H) for constructing on the said land a building, having a basement/cellar, and a ground floor and three upper floors;
- d. The said Developers plans further construction on the said land, over and above, the aforesaid construction which has been sanctioned by the M.C.H.:
- e. The Developers have obtained from the Landlord possession of the said property and are developing the same as per the aforesaid Development Agreement:

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EXECUTIVE SECRETARY,
HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

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Compared by
 Examiner
[Signature]
 Joint Sub-Registrar

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EXECUTIVE SECRETARY,
 HYDERABAD REGIONAL CONFERENCE,
 METHODIST CHURCH IN INDIA

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- f. The said Development Agreement, interalia, entitles and authorises the Developers to obtain from persons amounts by way of premium/advance rent etc. and it contemplates that a tenancy deed shall be entered into as herein contained:
- g. The Tenant has agreed to obtain a tenancy of the entire new building under construction, as aforesaid, including further construction beyond or over and above what has already been sanctioned by M.C.H., but excluding the area referred to in Clause (8) hereof, on the terms and conditions hereunder set out;

THIS AGREEMENT WITNESSETH AS UNDER:

1. The Landlord accepts, and shall accept, the Tenant as Lessee of the entire building to be constructed by the Developers on the said land described in the Schedule annexed hereunder (including further construction aforesaid), but excluding the area referred to in Clause (8) hereof, at the rent and on the terms and conditions hereunder set out. The aforesaid premises (excluding the area referred to in the Clause (8) hereof) are hereinafter mentioned as " the tenanted premises").

M. Aluri W
EXECUTIVE SECRETARY,
HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

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EXECUTIVE SECRETARY,
HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

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2. The Period of the tenancy has commenced from the 1st day of March 1987, and the "Tenant" shall be entitled to obtain vacant possession of the tenanted premises from the Developers directly and shall thereafter be entitled to use and occupy the tenanted premises so long as the Tenant is ready and willing to pay the rent as per the terms and provisions of this Tenancy-deed and to observe and perform the other terms and conditions contained in this Tenancydeed, the intention being that the Landlord shall not be entitled to terminate this Tenancydeed or to require the Tenant to vacate the tenanted premises or any part thereof, so long as the tenant is willing to pay such rent and to observe such terms and conditions.

3. The rent payable by the Tenant in respect of the tenanted premises shall be a sum of Rs. 1,00,000/- (Rupees One Lakh Only) per month net to the Landlord. Such rent shall commence from 1st March 1987, as mutually agreed to, as being the effective date when the vacant possession of the tenanted premises was deemed to have been handed over by the Developers to the Tenant irrespective of such periods and/or appointed date referred to in the Original Development Agreement dated 9th January 1982.

In Authority W
EXECUTIVE SECRETARY,
HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

Sated made *Summ Shroff*

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SECRET



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EXECUTIVE SECRETARY
MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI

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4. Since the Tenancy/Lease contemplated by this Tenancy deed is to be a long term arrangement, it is agreed that on the expiry of every 5 years, there will be an increase of 20% (Twenty per cent only) of the then current monthly rent payable by the Tenant to the Landlord. The first increase of 20% will become effective from the 1st day of March 1992 i.e. 5 years after 1st March 1987, (the effective date for all practical purposes for payment of the monthly rent of Rs. 1,00,000/- (Rupees One Lakh Only) by the tenant to the Landlord and thereafter there will be a similar increase at the expiry of every five years.

5. The obligations and rights of the Tenant shall be as under:
- a. to pay the Landlord regularly every month, on or before the 7th day of each succeeding English Calendar month, the above monthly rent and the increase aforesaid.
 - b. to pay all charges for electricity consumed in or upon the tenanted premises, as shown by the separate meters thereof, and to pay the rent of such meter or meters;

In short HV
EXECUTIVE SECRETARY,
HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

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- c. to pay to the Landlord or to the authorities, directly, or to contribute, as the case may be, at actuals, the monthly taxes and other charges and/or cesses of the Public Authorities in respect of the tenanted premises. Such Payment shall be made punctually and regularly, as and when the same becomes due.
- d. to Keep the tenanted premises, including lifts, staircases, landing, etc, in good order and condition (reasonable wear and tear, damage by fire, earthquake or tempest or other irresistible force or accident excepted)
- e. to use the tenanted premises for commercial purposes and/or other purpose permissible by Law, but not for sale of liquor and/or as Bar which are repugnant to the Church doctrines of the Landlord;
- f. to permit the Landlord and their agents to enter into and upon the said premises at all reasonable times, after giving not less than 48 hours previous notice in writing (except in the case of an emergency when such notice will not be necessary for all reasonable purposes;

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Sumit Singh

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- g. the Tenant shall be entitled to bring in and instal their own furniture, fixtures and fittings, including airconditioners and other equipment, and also to carry out renovations and interior decorations in the said premises;
- h. the Tenant shall be entitled to assign, transfer, ~~rights~~ ~~by way of mortgage or otherwise~~ sublet and/or give on leave and license, the tenanted premises or any portions, thereof, for such consideration as the Tenant may consider proper and for which no further consent of the Landlord shall be required. It is hereby declared that in the event of cancellation of the said Development Agreement or this Tenancy deed entered into with the said Messrs. Modi Builders/Messr.Modi Enterprises, the sub-tenant(s) performing his/her/their obligations as per the Agreement entered into with Modi Builder/Modi Enterprises, such sub-tenancy shall continue to be inforce and the sub-tenant(s) shall have the right to enjoy the premises they have contracted and in such an event, his/her/their obligation will be towards the Church, the Landlord/Owner;

In. Ganty W
EXECUTIVE SECRETARY,
HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

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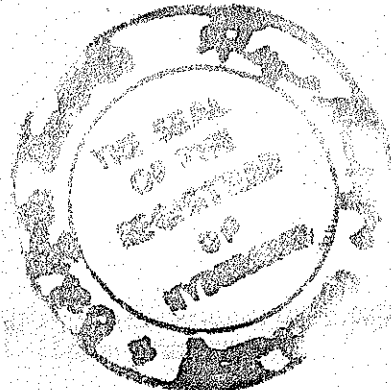
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SECRETARY



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SECRETARY
GOVERNMENT OF INDIA

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6. The rights and obligations of the Landlord shall be as under:

- a. To be entitled to receive the aforesaid rent and the increase, as also to contribute towards outgoings as applicable.
- b. It is agreed by the Landlord that so long as the Tenant agrees to pay and pays the rent and the charges aforesaid and observes and performs the terms and provisions of this tenancy deed, the Landlord shall not terminate the Tenancy;

7. IT IS HEREBY AGREED AND DECLARED THAT:

- a. The tenant shall be entitled to make use of the Lifts that may be installed in the said building;
- b. The Tenant shall be entitled to make use of the staircases, landing and common entrances of the building for ingress and egress.
- c. The said building shall belong to and shall be considered as the property of the Landlord. The Tenant does not have nor will the Tenant claim any proprietary share, right, title and/or interest in the said building and/or in any part thereof;

J. M. M. W.
EXECUTIVE SECRETARY,
HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

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SECRET



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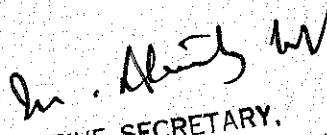
SECRETARY
MINISTRY OF EXTERNAL AFFAIRS
NEW DELHI

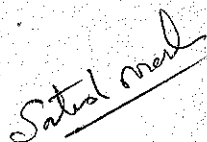
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8. On the basis of the building plans already sanctioned by the M.C.H. a total built up area of approximately 5000 Sq.Ft on the top floor of the new building, is to be provided by the Developer to the Landlord. If further construction (of about 46,000 Sq.Ft) which is permissible and is put up by the Developer, an additional area (so as to make a total area not exceeding 9,000 Sq.Ft of total built up area) is to be made available by the Developer to the Landlord. Consequently, the area referred to in this Clause is not covered by the scope and ambit of the Tenancy being created by the Landlord in favour of the Tenant by virtue of this Agreement/Deed.

9. The Tenant shall pay to the Landlord, as agreed, a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) as advance rent deposit which will not carry interest.

10. Since the Tenancy/Lease contemplated by this Deed is to be a long term arrangement, and for the purposes of stamp duty and registration cost, this deed may be deemed to be for a period of 30 years and shall be renewed on the same terms and conditions, including this clause for renewal.


EXECUTIVE SECRETARY,
HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.



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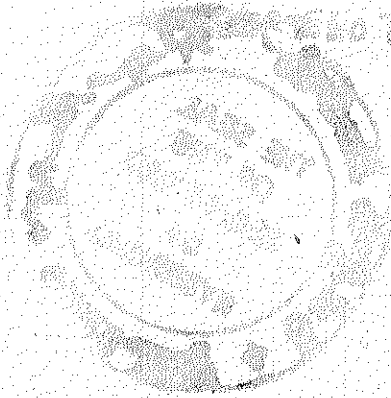
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REGISTRAR OF COMPANIES
HYDRABAD



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IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT Price of parcel of Land or ground admeasuring approximately 2760 Sq. Mts. (equivalent to 3300 Sq.Yds.) or thereabouts bearing Municipal No. 5-9-189/190, Abid Road, Chirag Ali Lane, together with the building and structures standing thereon in the city of Hyderabad, in the Registration District and Sub-District of Hyderabad in the State of Andhra Pradesh and bounded as follows: that is to say

J. Alamy W
EXECUTIVE SECRETARY,
HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

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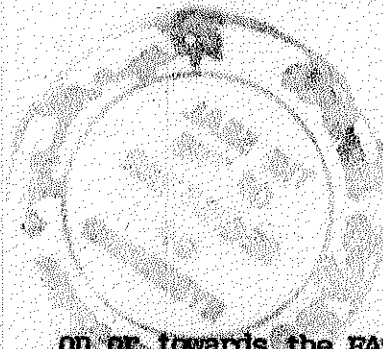
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on or towards the EAST by Abid Road
on or towards the WEST by Property with an old bungalow,
presently M/s. Brindavan Com. Complex.
on or towards the NORTH by the property of the Church of
South India, presently M/s. Lenain estate.

The value of the old building of church was
not more than 2 lacs (Rupees 2 lacs only)
AND

Satish modi

Satish modi

SIGNED AND DELIVERED BY THE within named)
Landlord THE METHODIST CHURCH IN INDIA)
by the hand of its duly authorised person)
Rev. M. Stanley Peter in the presence of

M. Stanley Peter
EXECUTIVE SECRETARY,
HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

1. *[Signature]*
(John Kotiah)

2. *[Signature]*

SIGNED AND DELIVERED by the within named)
Tenant M/s. MODI ENTERPRISES owned by)
M/s. MODI BUILDERS METHODIST COMPLEX,)
represented by Shri. Satish Modi s/o. Manilal Modi

For M/s. MODI ENTERPRISES
(Prop. M/s. Modi Builders Methodist Co.)
Satish Modi

and Shri Suresh Bajaj s/o. Parmanand Bajaj

SATISH M. MODI SURESH P. B
(For And on Behalf of Partne s)

as partners in the presence of

1. *[Signature]*
2. *[Signature]*

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EXECUTIVE SECRETARY,
MADRAS REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

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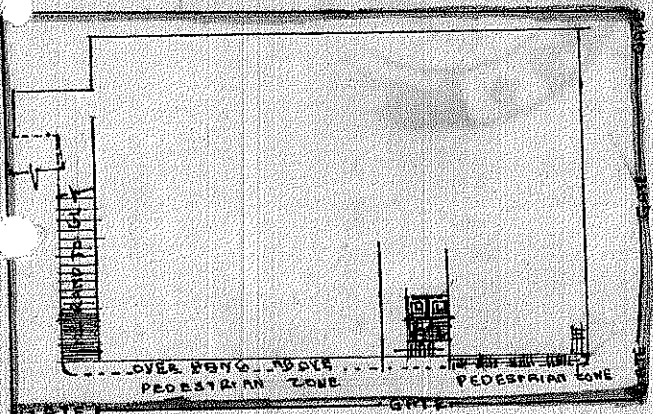
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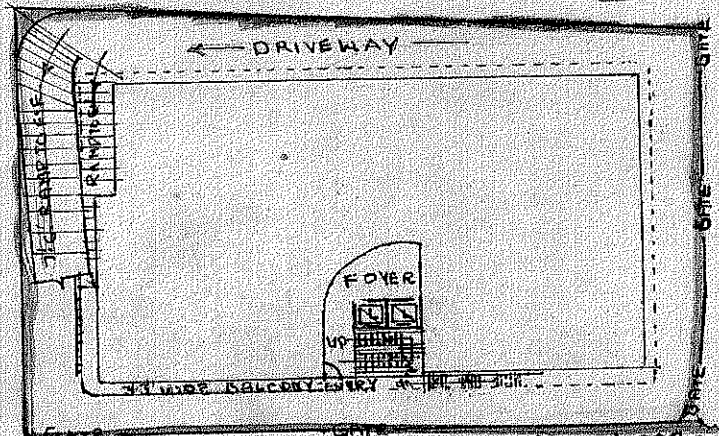
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REGISTRATION PLAN OF TENANCY DEED FOR THE -
 LAND AND BUILDING BEARING M.C.H No: 5-9-189/190
 ABID ROAD, HYDERABAD, A.P
 OWNER: THE METHODIST CHURCH IN INDIA REPRESENTED -
 BY REV. M. STANLEY PETER.
 TENANT: M/S MODI ENTERPRISES (OWNED BY M/S MODI -
 BUILDERS METHODIST COMPLEX) REPRESENTED BY -
 SHRI. SATISH MODI AND SHRI SURESH BAJAJ FOR AND ON-
 BEHALF OF PARTNERS.

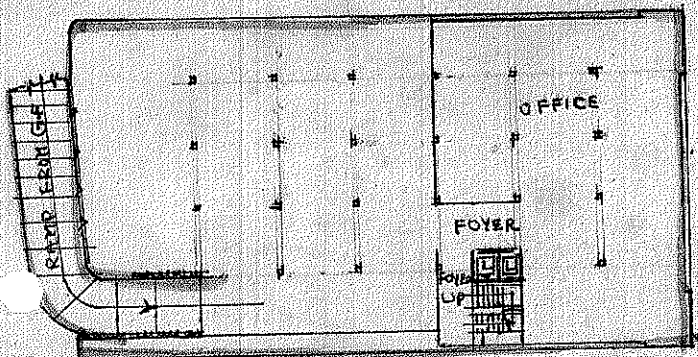
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 OR: 3300 SQ. YDS.



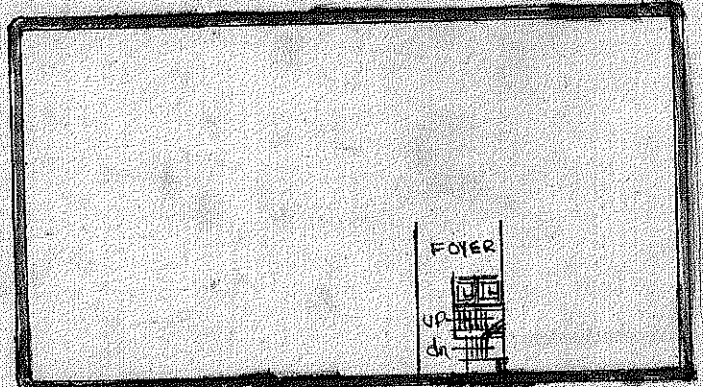
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 CHIRAG ALI LANE



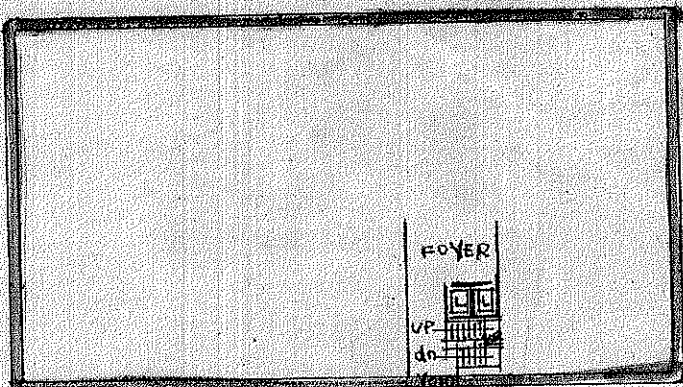
: GROUND FLOOR:
 CHIRAG ALI LANE



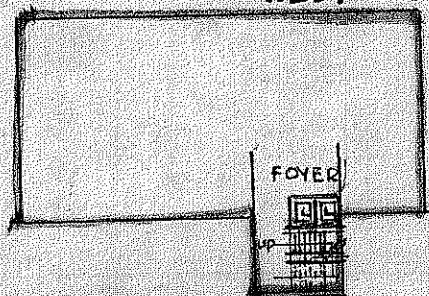
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: SECOND FLOOR:



: III RD FLOOR



: IVth FLOOR:

BOUNDARIES:
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 SOUTH... BY CHIRAG ALI LANE
 EAST... BY ABID ROAD
 WEST... BY M/S BRINDAV
 COMM: COM

EXECUTIVE SECRETARY,
 HYDERABAD REGIONAL CONFERENCE,
 METHODIST CHURCH IN INDIA.

SIGNATURE OF OWNER

WITNESSES

1) [Signature]
 2) [Signature]

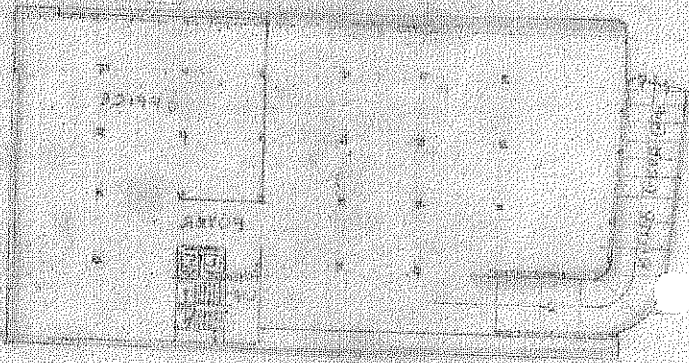
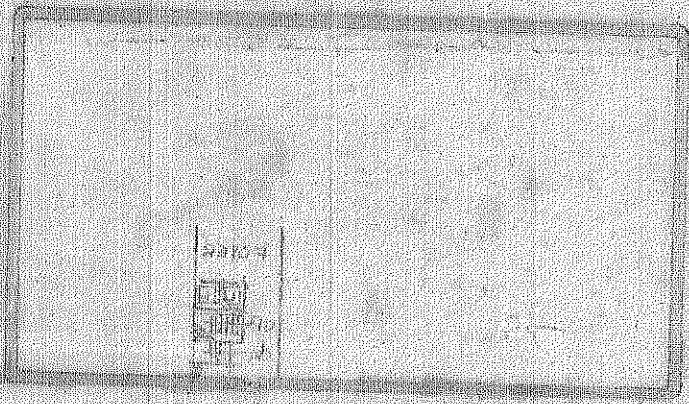
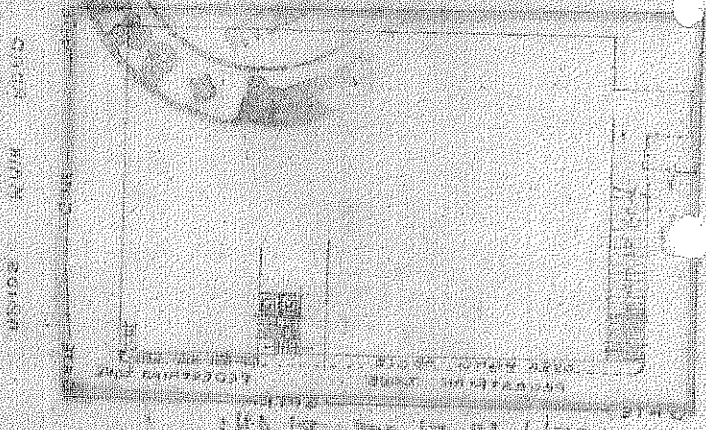
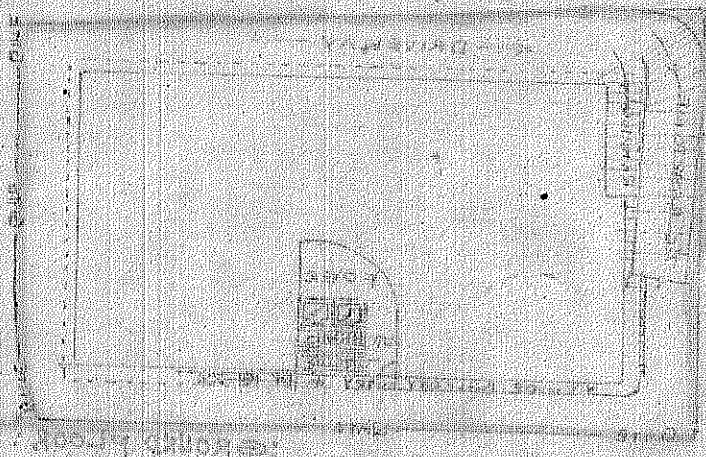
SATISH MODI (For and on behalf of Partners)
 SURESH BAJAJ (For and on behalf of Partners)

SIGN: OF TENANT

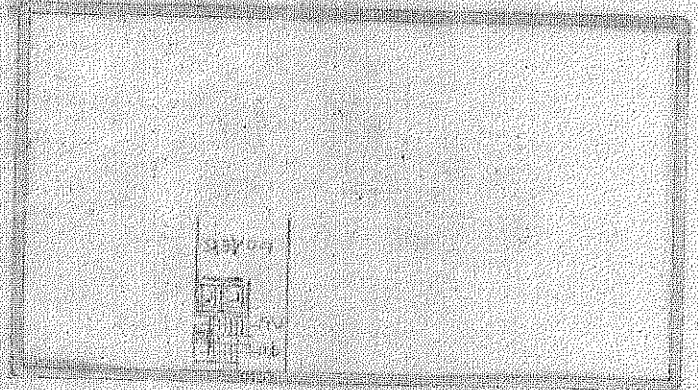
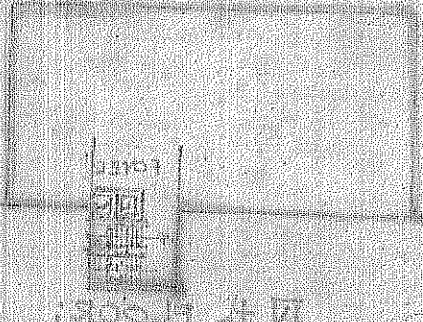
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REGISTRATION DEPARTMENT
LAND AND BUILDING DEPARTMENT
AND ROAD, HYDERABAD, AP.
OWNER, THE METHODIST CHURCH IN INDIA
BY REV. M. STANLEY PETER.
TENANT, M/S. MODI ENTERPRISES (OWNED BY M/S. MODI -
BUILDERS METROPLEX) REPRESENTED BY -
SRI. BATHI MODI AND SRI. SHESH BATHI FOR AND BY -
BEHALF OF TENANT.

INCLUDED
LAND AREA 3750 SQ.M.
OR 8500 SQ.YD.



BOUNDARIES
NORTH - BY M/S. LAKSHMI
SOUTH - BY CHIRAG ALL LANE
EAST - BY CHIRAG ALL LANE
WEST - BY M/S. MODI ENTERPRISES
COMPANIES



EXECUTIVE SECRETARY,
HYDERABAD LOCAL CONFERENCE,
METHODIST CHURCH IN INDIA

WITNESSES

IIIrd Floor

SIGNATURE OF OWNER

SIGNATURE OF TENANT