



90327 29-10-86
 S. NO.
 Sold to... P. A 28308
 S/o. W/o.
 For Whome...
 CH. SATYANARAYANA,
 STAMP VENDOR LIC. No. 12374,
 Commissioner of Stamp Office,
 Nampalli, Station Road, Hyderabad-I. A.P.

THIS AGREEMENT made at Secunderabad (A.P) the 29th day of October 1986 Between P.Durga Prasad S/o.Ramachandra Rao residing at 196 Nicholson Road, Secunderabad Hindu Indian Inhabitant, hereinafter called "the Owner" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors, administrators and assigns) of the ONE PART

A N D

Shri.Satish Manilal Modi S/o.Manilal C.Modi residing at 701,Sarita Apartments, Road No.4,Banjara Hills, Hyderabad Hindu Indian Inhabitant, hereinafter called "the Underwriter", (which expression shall, unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrator and assigns and the partnership firm in which the said Satish Manilal Modi introduces the project covered by this Agreement) of the OTHER PART.

Satish modi *P. Durga Prasad*
 Contd...2...

WHEREAS :

1. The Owner owns absolutely, free from encumbrances, and is in possession of an immovable property bearing No.1-20-248, situated at Rasoolpura, Secunderabad, together with the building more particularly described in the Schedule hereunder written (hereinafter referred to as "the said immovable property").
2. The Underwriter has vast experience in the trade of building construction, having undertaken and completed many projects of real estate development, in the twin city of Hyderabad/Secunderabad in the state of Andhra Pradesh.
3. The Owner being interested in letting out the said immovable property, after detailed negotiations, the undermentioned terms have been mutually agreed upon by and between the parties hereto which are hereby reduced to writing and recorded.
4. The Underwriter suggested certain optional work for more effectively marketing the property and it is mutually agreed that costs of such optional work shall be borne by the Underwriter who shall reimburse the same to the Owners from time to time. It is also agreed that the optional work shall be completed in all respects by 1st June, 1987.

NOW THESE PRESENTS WITNESS that the parties hereto declare confirm and agree as under:-

- a. The aforesaid property is shown surrounded by red colour boundary lines on the plan hereto attached and marked "A". The building plan in respect of the aforesaid building is as per plan hereto annexed and marked "B", amounting 3620 SFT.
- b. The Underwriter underwrites the letting out of the said immovable property at a gross monthly rent of Rs.2,500/- (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) commencing from the date of handing over the premises as per the terms and provisions of this Agreement.
- c. The agreed gross monthly rent of Rs.2,500/- (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) shall be subject to an upward revision i.e. an increase in the monthly rent every five years

of Rs.1,000/- (RUPEES ONE THOUSAND ONLY) per month on cumulative basis.

d. The Underwriter having ~~no undertaken~~ ^{underwritten} the letting out of the said immovable property, the Owner agrees that the Owner shall let out the said immovable property either in whole or in parts to such individuals, limited companies or other persons, bodies or authorities as may be nominated from time to time by the Underwriters on condition that:

i. The letting out shall be in terms of the Form of Tenancy Agreement hereto annexed and marked "C".

ii. The total gross monthly rent receivable by the Owner from the tenant as may be procured or nominated by the Underwriter shall be the aforesaid sum of Rs.2,500/- (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) with an increment (in such gross monthly rent) of Rs.1,000/- (RUPEES ONE THOUSAND ONLY) per month every five (5) years as contemplated above.

iii. The Owner shall not be concerned with the ^{amount} (quantum of rent) charged by the Underwriter to the tenants of the respective portions of the said immovable property, it being understood clearly and agreed by and between the parties that :-

1. The Underwriter may negotiate and settle with the respective tenants such terms, such as deposit, premium, monthly rent, advance rent, etc., as may be decided from time to time by the Underwriter and as may be agreed to by the respective tenants of the said immovable property. No assignment of property however is permitted by the Underwriter.

2. The Underwriter shall be entitled to obtain such tenancy either in his own name and/or in the name of the partnership firm or other concern and/or directly in the names of such tenants or occupiers of the respective portions of the said immovable property as may be procured or nominated by the Underwriter.

3. If the Underwriter is able to obtain from such tenants or occupants a gross monthly rent in excess of Rs.2,500/- (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) with an escalation of Rs.1,000/-

(RUPEES ONE THOUSAND ONLY) per month every five (5) years and/or obtain any deposit, premium, or advance rent, such increase and/or deposit and/or advance rent and/or premium shall belong to and shall be receivable by the Underwriter himself. The Owner shall not be concerned with the same in any way so long as the gross monthly rent receivable by the Owner in respect of the said immovable property is a sum of Rs.2,500/- (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) per month (with an escalation of Rs.1,000/- (RUPEES ONE THOUSAND ONLY) per month every five years.)

5.a. All Municipal taxes, cesses and other taxes and outgoings in respect of the said immovable property (excluding water charges and electricity charges) computed on the basis of the aforesaid gross monthly rent of Rs.2,500/- (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) with an escalation therein at the rate of Rs.1,000/- (RUPEES ONE THOUSAND ONLY) per month every five years shall be on account of the Owner and he that is the Owner himself shall be responsible and liable to bear and pay the same.

b. The water charges and electricity charges shall be billed as per meters to be installed by the authorities concerned and the same shall be payable by respective tenants/occupiers of the said immovable property.

6. The Underwriter having underwritten and assured to the Owner the aforesaid gross monthly rent of Rs.2,500/- (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) commencing from the period mentioned ~~from the date of the contract~~ (and escalation therein of Rs.1,000/- (RUPEES ONE THOUSAND ONLY) per month every five years) it shall be the unqualified responsibility and obligations of the Underwriter to pay to the Owner the aforesaid monthly rent (and escalation as applicable) for the period commencing from ~~the date of the contract~~ 1st JUNE, 1987.

Handwritten signature/initials

a. Whether or not the Underwriter is able to find customers/prospective tenants in respect of the said immovable property or of any part thereof.

b. Whether or not the gross monthly rent booked/realised by the Underwriter with the customers/prospective tenants, within

Handwritten signature

Handwritten signature

the time aforesaid or at any time thereafter, comes to the aforesaid agreed monthly rent of Rs.2,500/- (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) (with an escalation therein as applicable)

7. In view of the underwriting and obligations so undertaken by the Underwriter it is mutually agreed by and between the parties hereto, as an essential and integral term and condition of this Agreement that:

- a. The owner shall not let out the said immovable property or any part thereof directly to any party or person, body or authority.
- b. The owner shall not terminate this Agreement on any account whatsoever, other than when rent is in default for more than three (3) months.
- c. The Underwriter shall be entitled to sublet their respective premises as they may decide from time to time and all realisations from the same shall belong to the party concerned. The owner shall not be entitled to receive or claim the same or any part thereof.
- d. The owner shall not terminate the tenancy to be created in the Form of the aforesaid Tenancy Agreement hereto annexed and marked "C", subject to Clause "b" above.
- e. To ensure ~~smooth~~ smooth implementation of this Agreement, the owner shall soon after the signing of this Agreement execute and hand over to the Underwriter a presigned tripartite agreement in favour of Mr. Satish Manilal Modi and also obtain NO OBJECTION from concerned authority.
- f. The Underwriter shall be entitled to call and designate himself/and or his firm as "ESTATE MANAGERS" of the Owner and shall be entitled to function as such.

8. The Owner declares that:

- a. The said immovable property belongs to him personally and absolutely as his separate and self-acquired property.
- b. The same is free from litigation and/or attachments.

....(6)

Satish Modi
Manager

- c. The same is free from encumbrances, charges and/or claims or lien or any sort or nature whatsoever;
- d. Neither the contractor nor anyone else has a possessory or other lien on the said immovable property or any part thereof.
- e. The Owner has not entered into any agreement or commitment for sale, lease tenancy or any other alienation of the said immovable property and/or the said building or any part thereof.
- f. The Owner is entitled to enter into this agreement with the Underwriter, confirming on the Underwriter the rights mentioned hereinabove.

9. The respective parties shall from time to time do and execute all further acts, deeds, matters and things as may be reasonably required by the other party to implement the terms and intent of this Agreement.

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

THE SCHEDULE ABOVE REFERRED TO:

Area 3,620 SFT consisting of R.C.C. Godown 3,620 SFT situated at R. soolpura, Secunderabad bounded on the:

- SOUTH BY : Govt School & part of S.N. 44.
- NORTH BY : Road
- EAST BY : Premises belonging to Mr. P. Subbarao
- WEST BY : Road.

SIGNED AND DELIVERED

by the Owner

P. Durgaprasad

SIGNED AND DELIVERED

by the Underwriter.

Satish Mohan