6840/90

10 Rs.

No. 364 Date 25-3-88 Rs. 10
Received from J. Krishnaiah
Vendor, Sultan Bazar, Hyd.
Lic. No. 82/1967 Ren. No. 41/155
On Whom

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 2780 Sq.Mts.(Equivalent to 3300 Sq. Yds) bearing Municipal No.5-8-188/190, Abid Road, Chirag Ali Lane, Hyderabad, with the building and

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HYDERABAD REGIONAL CONFERENCE.
METHODIST CHURCH IN INDIA.

..... (2)

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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METHODIST CHURCH IN INDIA.

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") .

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HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

..... (4)

2. The Period of the tenancy has commenced from the Ist 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 is 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 Ist 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.

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METHODIST CHURCH IN INDIA.

4. Since the Tenancy/Lease contemplated by this Tenancydeed 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 montly rent payable by the Tenant to the Landlord. The first increase of 20% will become effective from the Ist day of March 1982 i.e. 5 years after Ist March 1987, (the effective date for all practical purposes for payment of the monthly rent of Rs. 1,80,000/- (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 each meter or meters;

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HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

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 irresistable force or accident excepted)

e. to use the tenanted premises for commercial purposes and/or other purpose permissable 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;

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, the rights by way of mortgage or otherwise sublet and/or give on leave and licence, 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/Sheer 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;

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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;

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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 permissable 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 tobe 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 shallbe renewed on the same terms and conditions, including this clause for renewal.

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

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. 5-8-188/190, 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

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HYDERABAD REGIONAL CONFERENCE,
METHODIST CHURCH IN INDIA.

[illegible] EAST by Abid Road

on or towards the WEST by Property with an old bungalow, presently M/s. Brindavan Comm.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)

Satish mod

Satish mod

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

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

1. (John Kotiah)

2.

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.Mandlal Modi

and Shri Suresh Bajaj s/o. Ponnanand Bajaj

as partners in the presence of

For M/s. MODI ENTERPRISES
(Prop:- M/s. Modi Builders Methodist Co
Satish
SATISH M. MODI SURESH P. B
(For ~~M/s.~~ on Behalf of Partne

1.

2.

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HYDERABAD. A.P.

1988 19

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Sri Alamelu

Sri. Alamelu W/o Late Venkanna
Ex. Sheriff
Methodist Church
Chapel Road - Abids,

Satish Moti S/o. Manikal Moti R/o. Road no. 4. Banjara Hills Hyd

Suresh Bajaj S/o. Permanand Bajaj R/o East Marredpally Secunderabad.

1. S/o late M.A. Kotiah
John Kotiah Retd. Bank Officer
11-6-166 Vallabhdas Bldgs
Nampally, Hyd'bad-500 001

2. Harai S/o Haridas.
4-4-425 Sultan Bazar

19

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[illegible] 196 [illegible] No. 686/90

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Certified to be a true copy of the original and the Duplicate [illegible] all interlineations, blocks, alterations erasures in this [illegible]

Compared by [illegible]

Examiner [illegible]

Joint Sub-Registrar-I

1వ పుస్తకము 637 సంఖ్య 71 సంవత్సరము
94 పుటలో 1990 సం॥ 19 నా॥ నెం॥
వు 686 నెంబరుగా ఈ పత్రము చేరుపబడినది
1990వ సం॥ [illegible] 9 వ తేదీ
19 నా॥ [illegible] 20 వ తేదీ
జాయింట్ సబ్-రిజిస్ట్రారు

THE SEAL OF THE [illegible] OF HYDERABAD

EXECUTIVE SECRETARY,
HOUSING REGIONAL CONFERENCE
MEDIA INDIA

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మొత్తం కాగితముల సంఖ్య 13

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జాయింట్ సబ్ రిజిస్ట్రారు

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THE SEAL

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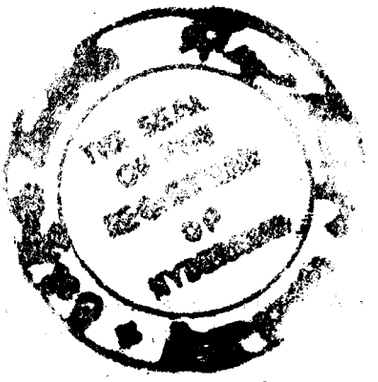

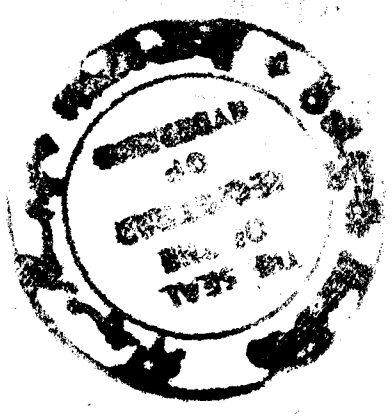

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THE SEAL OF THE REGISTRAR OF COMPANIES