

O/c

LEGAL NOTICE

09 September 2019

To,

Executive Secretary,
Methodist Church of India,
Hyderabad Regional Conference,
Methodist Complex, 2nd Floor,
Opp. Chermas, Abids,
Hyderabad - 500001

Sir,

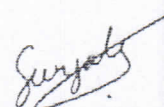
Subject: Notice calling for registration of renewed Lease Deed dated 19 April 2988 bearing document no. 686/90 (**Lease Deed**).

Reference: (i) Unregistered Tenancy Agreement of 9 January 1982 (**Tenancy Agreement**);
(ii) Development Agreement dated 09 January 1982 (**Development Agreement**);
(iii) Registered Tenancy Deed bearing document no. 686/90 dated 19 April 1988 (**Lease Deed**);
(iv) Your letter dated 17 April 2019;
(v) Reply from Our Client dated 9 May 2019;
(vi) Your Letter dated 7 June 2019
(vii) Your Letter dated 20 July 2019;
(viii) Your letter dated 21 August 2019;
(ix) Reply from Our Client dated 30 August 2019;

We represent Modi Builders Methodist Complex (**Our Client**) having its registered office at 5-1-189/190, Abids, Hyderabad - 500001. Under the instructions and on behalf of Our Client the present notice is being issued to you as under:

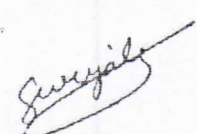
- 1) In the year 1982, Methodist Church of India (**You**) had granted Our Client development rights for developing a large immovable property

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being Municipal No. 5-9-189/90, situated at Abid Road/ Chirag Ali Lane, Hyderabad, by way of the Development Agreement. The immovable property was being developed into a commercial complex called the "Methodist Complex". Our Client states that development of Methodist Complex was taken up by Our Client only on the assurances that the Methodist Complex, once developed will be leased to Our Client on a long-term basis.

- 2) In furtherance of the said arrangement, You also executed the Tenancy Agreement on the same date i.e. 9 January 1982 leasing out the entire extent of the immovable property in favour of Our Client.
- 3) Thereafter, in the year 1988, at your behest, Our Client entered into the fresh Lease Deed for the Methodist Complex, which was registered as document no. 686 of 1990, on the same terms, i.e. -
 - (i) The lease contemplated under the Lease Deed is a long term arrangement;
 - (ii) The rentals were fixed at Rs. 1,00,000/- per month (Rupees One Lakh Only) with escalation of 20% after every 5 years from the date of execution of the Lease Deed.
- 4) Our Client has been in continuous possession of the Methodist Complex for last 36 years, and during the tenure of the said lease, Our Client has been paying the rent on a timely manner and has never defaulted in payment of the same and neither have committed any act resulting in breach of any terms and conditions of the Lease Deed. In fact, on account of the escalations, Our Client is currently paying a sum of Rs. 2,68,738/- per month to You towards the rent under the Lease Deed.
- 5) Our Client has also sub-leased various units in the Methodist Complex to multiple tenants and has been collecting rents from them. The rents received from the tenants are in turn used to pay the monthly rental to You. Our Client states that, they have a very large economic interest in the Methodist Church by virtue of having invested substantial amount



of money in the development of the said property and by creating tenancy in favour of third parties who have been in use and occupation for more than thirty years. In fact, it is on account of the rentals received from these tenants that Our Client arranged to pay the monthly rent to You.

- 6) You would appreciate that, under the Indian Stamp Act and the Registration Act, all leases are required to be registered, as such it is for purposes of computing the stamp duty and registration cost, term of thirty years was record in the Lease Deed at Clause No. 10., which has come to an end on 19 April 2019.
- 7) In light of the above, several tenants of Our Client, for purposes of their internal legal requirements, have reached out to Our Client, asking for the fresh renewed lease deed, which ought to have been executed pursuant to Clause 10 of the Lease Deed.
- 8) As a result of which, Our Client has been, on various occasions calling upon you to execute the fresh lease deed, so as to ensure that Our Client is in the compliance with the law and the same can be furnished to the tenants. However, to the surprise of Our Client, on 17 April 2019, You issued a letter to Our Client, stating that renewal of the Lease Deed will be considered, *inter alia*, basis the following points –

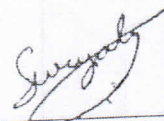
“6. That based on the current valuation reports by the approved valutors, a minimum of Rs. 20,00,000/- (Rupees Twenty Lacs Only) per month should be payable to Methodist Church in India from the date of renewal of the agreement with an increase of 5% (five percent) per annum.

7. That the period of Lease Deed should be 15 years from date of renewal.

.....The renewal document can be executed once you give your acceptance and the same is approved by the authorized Board in Methodist Church in India”.

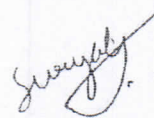
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THE LAW CHAMBERS, SUIT NO. 16, 3rd FLOOR, CYBER HUB, GACHIBOWLI, HYDERABAD - 500032
EMAIL ID. pavan@thelawchambers.in CONTACT NO. +91 9866222415



- 9) Our Client was surprised to receive such a letter from You, which is not just contrary to the agreed terms of the Lease Deed and the Development Agreement, but is inconsistent with your actions and assurances made to Our Client. Our Client, therefore, by way of reply letters expressed its objection to such revised terms, as the only requirement under the Lease Deed was that of execution of a fresh lease deed, in order to ensure due compliance of the Stamp Duty Act and the Registration Act and called upon you to complete the registration process at the earliest.
- 10) Our Client reiterates that the development of the land into Methodist Complex and tenancy of the same in favour of Our Client, was a composite transaction, entered upon, only on account of your representations and assurances. In view thereof, your attempt to now unilaterally revise the terms of the Lease Deed is unjust, unfair and unsustainable in the eyes of law. Please note that, any change in the terms of the lease is going to prejudicially hamper interest of Our Client and the tenants who are presently in use and occupation of the Methodist Complex.
- 11) Further your deliberate failure to execute and register a fresh lease deed, is also holding Our Client in clear violation of the applicable laws and in order to ensure compliance of the same, you are once again called upon to expedite registration of fresh lease deed on the agreed terms under the Lease Deed of 1988.
- 12) Further we also wish to inform you that, to the surprise of Our Client, the cheques/demand drafts paid by Our Client towards monthly rent for the last few months were also surprisingly being returned by You. Please note that these rental dues are kept with us in safe custody, and we request you to kindly make necessary arrangements to have the same collected from Our Client.

In view of the above, on behalf of Our Client, we, therefore call upon you to honour the terms of the Lease Deed and do the necessary acts to register a fresh Lease Deed for the Methodist Complex in favour of Our Client and collect the rental dues within 15 days from the receipt of this notice to avoid any

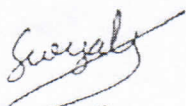


D. PAVAN KUMAR
ADVOCATE

THE LAW CHAMBERS

further losses to Our Client, failing which Our Client shall be constrained to initiate appropriate legal proceedings against you, under civil and criminal law for enforcing their rights in respect under the Lease Deed read with the Development Agreement, at your sole risk and cost.

Rs. 50,000/- cost of this legal notice.


for ..
D. PAVAN KUMAR
ADVOCATE

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THE LAW CHAMBERS, SUIT NO. 16, 3rd FLOOR, CYBER HUB, GACHIBOWLI, HYDERABAD - 500032
EMAIL ID. pavan@thelawchambers.in CONTACT NO. +91 9866222415

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LAKSHMI KANTH
ADVOCATE

Date: 15.10.2019

Regd., Post with Ack., Due.
REPLY NOTICE

To,

SRI. D. PAVAN KUMAR

Advocate

THE LAW CHAMBERS, SUIT NO.16, 3RD FLOOR,
CYBER HUB, GACHIBOWLI, HYDERABAD -500032.

Sir,

Please refer to your notice dated 09.09.2019 issued to the Executive Secretary, Methodist Church of India, Hyderabad Regional Conference, Methodist Complex, II Floor, Abids Road, Hyderabad issued by you on behalf of your client Modi Builders Methodist Complex Regd., Office at 5-1-189/190, Abids, Hyderabad and in reply thereto I have following instructions from my client, THE EXECUTIVE SECRETARY, METHODIST CHURCH IN INDIA, HYDERABAD REGIONAL CONFERENCE, Methodist Complex, II Floor, Abids Road, Hyderabad to give the reply as under:

1. AT THE OUTSET, my client deny all the various averments and adverse allegations set-out in the notice dt. 09.09.2019 under reply, except those that are specifically admitted hereunder and my clients puts to your client to strict proof of the same.
2. THAT, in fact there is no organization called as Methodist Church of India. My client is a registered Trust Society as the Executive Board of Methodist Church in India. Your client wantonly and deliberately misinterpreted the name of my client as Methodist Church of India and thereby sent false and fictitious notice dt. 09.09.2019.
 - 2.1. It is submitted that, initially in the Year 1942 the Executive Board of the Methodist Episcopal Church was registered on 19.05.1942. Subsequently said 'the Executive Board of the Methodist Episcopal Church' was changed as 'the Executive Board of the Methodist Church in South Asia',
 - 2.2. It is submitted that thereafter, the name of the Church, 'the Executive Board of the Methodist Church in South Asia' was changed as the 'Executive Board of the Methodist Church in India'.

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3. In reply to Subject para of the notice dt. 09.09.2019, it is denied that the Lease Deed is dated 19 April 1988. It is submitted that, there is no lease deed dated as 19 April 1988 and it might be 19 April 1988

4. In reply to para No. 1 of the notice dt.09.09.2019 it is submitted that,

4.1. My client being the absolute owner of immovable property bearing Municipal No. 5-9-189/190, Abid Road/ Chirag Ali Lane, Hyderabad admeasuring about 3,300 Square Yards equivalent to about 2760 Sq. Meters together with building and structure standing thereon and being desirous to construct a Methodist Complex with an intention of to use its share of portions for its own use for carrying out religious and charitable objects and remaining portions to be let out so that the rent derived from letting out the portion of said complex shall be utilized by the owner for the purposes of religious and charitable objects.

4.2. Your client MESSER. MODI BUILDERS a Partnership Firm rep., by its Partner MR. SATISH M MODI has agreed to construct the complex for above said purposes upon the terms and conditions mentioned in the Article of Agreement dt. 09.01.1982 of said Methodist Complex.

5. In reply to para No.2 of the notice dt. 9.9.2019 my client states that,

5.1. It is absolutely false and denied that, in furtherance of said arrangement my client also executed the Tenancy Agreement on the same date i.e. 9 January 1982 leasing out the entire extent of the immovable property in favour of your client.

5.2. In fact as per agreed terms and conditions and plan submitted to the then MCH (now GHMC) and as per the sanctioned /approved plan by the erstwhile MCH by that time a basement/ cellar, ground and three upper floors consuming F.S.I (Floor Space Index) of approximately 1: 1.5 (1½) and 1:4 consumption in additional F.S.I. (both vertical and horizontal) has been agreed by the parties.

5.3. As per para 11 clause (d) of Article of Agreement dated 9th January 1982, your client has to make available to the owner (my client) for its use built up area of approximately 5000 Sq. Ft., at a suitable place to be finalized in consultation with the owner on the top floor of the new building.

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6. In reply to para No. 3 of the notice it is submitted that,

- 6.1. It is false and denied that, in the year 1988 at the my client's behest your client entered in the fresh Lease Deed for the Methodist Complex which was registered as document No. 686 of 1990 on the same terms.
- 6.2. As a matter of fact, the registered Tenancy Deed Document No. 586/1990 dt. 19.04.1988 is entered excluding the premises as referred in clause 8 of the Tenancy Deed i.e. approximately 5000 Sq. Ft on the top floor of the new building is to provide by the tenant (your client) to the Landlord (my client).
- 6.3. And if further construction (of about 46,000 Sq. Ft) which is permissible and it 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.
- 6.4. Further it is made it very clear in para No.1 of the registered Tenancy Deed that,

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".

Further a reading of Clause 8 of the Tenancy Deed contemplates that,

"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."

7. In reply to para No.4 of the notice it is submitted that,

- 7.1. It is false and denied that, your client has been in continuation possession of the Methodist Complex for last 36 Years and during the tenure of the said lease your client has been paying the rent on a timely manner and has never defaulted in payment of the same. In fact your client is very irregular in payment of monthly rents and

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totally stopped the payment of monthly rents in respect of rented premises from the month of July' 2018 and an amount of Rs.24,18,642 /- (Rupees twenty four lakhs eighteen thousand six hundred and forty two only) is due up to March' 2019 towards arrears of rent.

7.2. It is submitted that, though the tenancy in respect of rented premises between your client and my client has been expired with effect from 31.03.2018, my client has waited up to the month of April 2019 for positive response of enhancement of rent with revised terms and conditions from your client as per oral talks but your client taking undue advantage of my client's softness and considerable manner your client did not come forward with regard to the issues of enhancement and increase of rent, handing over the additional area of 4,000 Sq. Feet, payment of compensation, cases filed before the Hon'ble DRT, Hyderabad and City Civil Court Hyderabad, construction carried out on top floor of the building etc.

7.3. It is submitted that, as admitted by your client from the month of April' 2019 my client has been claiming the monthly rent of Rs. 20,00,000/- (Rupees twenty lakhs only) and admittedly a letter dt. 17.04.2019 was issued to your client stating that your client should pay a minimum monthly rent of Rs.20,00,000/- (Rupees Twenty Lakhs Only). Thus your client has to pay a monthly rent amount of Rs.20,00,000/- from the month of April 2019 onwards to my client of rented premises.

7.4. That your client is liable to pay an amount of Rs.1,40,00,000/- (Rupees One Crore Forty Lakhs Only) towards the arrears of rent from the month of April 2019 to October 2019.

7.5. THAT, your client is very irregular in payment of monthly rents and had defaulted to pay monthly rents total accumulating to Rs.1,64,18,642/- (Rupees One Crore Sixty Four Lakhs Eighteen Thousand Six Hundred and Forty Only) till the date of this reply notice as detailed below:

Rent Due from July 2018 to March 2019
at the rate of Rs.2,68,738/- per month

Rs. 24,18,642=00

Rent Due from April 2019 to October 2019
at the rate of Rs.20,00,000/- per month

Rs.1,40,000,00=00

Total Arrears of Rent

Rs.1,64,18,642=00

- 7.6. It is equally false and denied that, your client neither has committed any act resulting in breach of any terms and conditions of the Lease Deed. In this regard it is submitted that, in fact your client had committed several acts which are clearly leads to breach of contact.
- 7.7. It is submitted that, the rent amount of Rs. 2,68,738/- per month as referred in para is meager, very low, not sufficient and not in accordance with current market rent and as also not in accordance with the terms and conditions of the Lease Deed.
- 8. In reply to para No.5 of the notice dt. 09.09.2019 it is submitted that,**
- 8.1. Your client grossly violated the agreed terms and conditions with regard to the sub-tenancy of the tenanted premises.
- 8.2. It is absolutely false and denied that, they have a very large economic substantial amount of money in the development of the said property and by creating tenancy in favour of the third parties which have been in use and occupation for more than thirty years. In fact your client and as well as the occupant of the premises are very wealthy persons and having sufficient economical substantial amount of money as they are earning sufficiently being the occupants of the prime commercial complex premises called Methodist Complex. It is pertinent to mention here that, several reputed companies showrooms, outlets and banks etc., are being run in the rented premises by paying huge rents to your client apart from your clients own occupy of the premises.
- 8.3. It is also false and denied that, it is on account of the rentals received from these tenants that your client arranged to pay the monthly rents to my client. In fact your client collecting huge and high rents from the occupiers of the some of the portions of rented premises and rendering very low and meager rents to my client.
- 8.4. Your client not given the details and particulars of the sub-tenants/occupants of the premises in spite of my client's several requests and reminders.
- 8.5. It is represented to me that, my client reliably learnt that at your client's provocation, supports and with its consent some of the occupants of the tenanted premises have mortgaged/offered collateral security of the part of premises to some Bank Loans without consent and knowledge and approval of the landlord. My client further learnt that these Bank loans were declared as Non

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Performing Account (NPA) due to nonpayment by concerned occupant to concerned bank and in turn the banks have already initiated the recovery proceedings under the SARFAESI Act before the Hon'ble Debt Recovery Tribunal at Hyderabad in respect of the part of rented premises.

8.6. It is submitted that, my client also came to know that, your client and some of the occupants of the rented premises have dragged the rented property belonging to my client in to false, frivolous and vexation litigations of Court cases before Hon'ble City Civil Court, Hyderabad.

8.7. Such acts, commissions and omissions on part of your client and the occupants are severe in nature and are liable for consequences including ejection, recovery of possession and arrears of rent and damages etc., and as also for criminal prosecution.

9. Para Nos. 6 and 7 of your notice dated 09.09.2019 as stated are absolutely false, baseless and denied.

9.1. It is false and denied that, it is for the purpose of computing the stamp duty and registration cost term of thirty years was record in the Lease Deed at clause No.10 which has come to an end on 19.04.2019. In fact the said Lease is for Thirty (30) Years only commencing from 19th April 1988 to 31 March' 2018. The lease between your client and my client in respect of leased out premise has been expired with effect from 31.03.2018.

9.2. Subsequent to completion of stipulated tenancy period of thirty years, the tenancy in respect of leased out Premises is oral, month to month and terminable by 15 days notice in writing. The tenancy between your client and my client in respect of tenanted premises is month to month basis i.e., starts from the 1st day of every English calendar month and ends on last day of the month.

9.3. It is false and denied that, in the light of above several tenants of your client for the purpose of their internal legal requirements have reached out to your client asking for the fresh renewed lease deed which ought to have been executed pursuant to Clause 10 of the Lease Deed.

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- 9.4. In fact your client and his so called tenants have deliberately and wantonly dragged the part of the leased out premises in to Court cases on the file of Hon'ble DRT, Hyderabad and Hon'ble City Civil Court Hyderabad by sheer misrepresentation, suppressing the facts and playing fraud as the said part of the property as if belonging to your client and the respective occupants.
- 9.5. My client is collecting further and more information about the cases filed by some banks, your client and some of the occupants before the Court of Law in respect of part of leased out premises and severe action will be initiated against your client and concerned occupants of the premises if anything found in violation of the agreed terms.
- 9.6. It is submitted that, your client is subject to violation of the terms and conditions of the lease and more over a tenant cannot compel the landlord /owner for continuation of the lease without adhering the rules and regulations as per the convenient and facility of the tenant. It is clearly covenanted in clause 10 of the Lease, Agreement that the lease is for a period of 30 years only.
- 10. In reply to para No.8 of the notice dt. 9.9.2019 it is submitted that,**
- 10.1. It is absolutely false and denied that, your client has been on various occasions calling upon my client to execute the fresh lease deed so as to ensure that your client is in the compliance with the law and the same be furnished to the tenants.
- 10.2. It is submitted that since your client and the occupants of the premises have violated the terms and conditions of the lease and acted and acting against the interest of my client, my client rightly sent the letter / notice dated 17.04.2019 stating that the tenancy between your client and my client in respect of leased out premises has been expired on 31.03.2018.
- 10.3. It is clearly mentioned in said notice dt. 17.04.2019, that your client had failed to comply with the clause 8 of the Tenancy Deed i.e. an additional area of 4000 Sq. Feet was not allotted and not handed over to my client even after several reminders and requests even though the considerable time for such allotment and handing over has been elapsed.

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10.4. Your client deliberately withheld the possession of said 4000 Sq. Feet additional area and utilized the same additional area since long time without paying any amount for the same. The possession of your client over said additional area of 4000 Sq. Feet is illegal and unauthorized as such your client has to pay compensation and damages for such illegal possession of additional area of 4000 Sq. Ft.

10.5. It is rightly stated in the notice dt. 17.04.2019 that, based on current valuation reports a minimum rent amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) per month should be payable to my client by your client from the date of renewal of the agreement with an increase of 5% (five percent) per annum and the period of lease should be for 15 years from the date of renewal.

10.6. It is submitted that, said Methodist Complex is situated in a commercial and prime busy commercial locality of Abids Main Road and business market where there is no space available to be taken on lease and as per situation and the location the rent of the leased out premises can easily fetch to Rs.20,00,000/- (Rupees Twenty Lakhs Only) per month and even more.

11. Para No. 9 of your notice dt. 09.09.2019 as stated is absolutely false, most incorrect, concocted and denied.

11.1. It is false and denied that, your client was surprised to receive such a letter from my client which is not just contrary to the agreed terms of the Lease Deed and the Development Agreement but is inconsistent with my client's actions and assurances made to your client.

11.2. As a matter of fact my client had rightly sent the letter dt. 17.04.2019 to your client and my client rightly acted as per the terms and conditions and there is no inconsistency on part of my client. It is your client who violated the terms and conditions of the Lease Deed and Development Agreement by deviating and not fulfilling the clauses of the Development Agreement and Tenancy Deed.

11.3. First of all your client did not hand over the additional area of 4000 Sq. Feet to my client and dragged the property into false, frivolous and vexatious litigations of Court case of Hon'ble City Civil Court, Hyderabad and Hon'ble Debt Recovery Tribunal Cases.

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- 11.4. Due to irregular attitude of your client my client church could not utilize said area of the premises which my client is entitled as per development agreement for religious and charitable objects. My client has sustained by the reason of not handing over the additional area of premises 4000 Sq. feet and could not meet the commitments religious and charitable objects.
- 11.5. It is absolutely false and denied that, your client by way of reply letters expressed its objection to such revised terms, as the only requirement under the Lease Deed was that of execution of a fresh lease deed in order to ensure due compliance of the Stamp Duty Act and the Registration Act and called upon my client to complete the registration process at the earliest.
- 11.6. It is represented to me that, your client sent the reply letters with all untenable, false, concocted, purported averments and contentions.
- 11.7. It is submitted that, execution of fresh lease deed means, the earlier deed has been already expired and it is up to consent of both the parties to entre a fresh deed or not.
- 11.8. The Stamp Duty and Registration Act do not permit any tenant to continue in the premises without following the terms and conditions and without consent of the Landlord. Your client cannot take the shelter of mentioning the Stamp Duty and Registration Act in the Tenancy Deed for his illegal and unauthorized possession over the tenanted premises after expiry of the lease deed.
- 11.9. The Stamp Duty and Registration Act do not deal with particular time and period of any particular Tenancy and does not preclude for period of tenancy for more than 30 years. It is understandable that, your client might have referred the Stamp Duty and Registration Act for avoiding or paying deficient Stamp Duty and Registration cost.
12. **Para No. 10 of your notice dt. 09.09.2019** as stated is absolutely false, most incorrect, concocted and denied.
- 12.1. It is absolutely false and denied that, the development of the land into Methodist Complex and tenancy of the same in favour of your client was composite transaction entered upon only on account of my client's representations and assurances. In this regard it is submitted that, a perusal of the Development Agreement contemplates that, for the purposes as mentioned in the Article of Agreement, the Developer has agreed to develop/construct the said complex (at no cost of the owner) and as such it cannot be say that

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upon only my client's representations and assurances your client entered in to the transaction. Any transaction can be entered with the consent of either party.

12.2. The main purpose and object of developing said Methodist Complex by the Methodist Church in India is to carrying out the religious and charitable objects in the area of premises which is entitled by my client church as per development and lease agreements, but my client church could not carried out such precocious objects because of your client's irregular attitude and failure of compliance of the terms and conditions of the development agreement and tenancy deed.

12.3. The lease period of thirty (30) years is not a short period. The reference of Stamp Duty and Registration cost in the Lease Deed does not mean that your client can illegally and unauthorized possess and utilize the premises even after the expiry of lease period by paying very low / meager rent to my client by depriving the Church. It is pertinent to mention here that your client has been swallowing the huge rent amount colleting from the possessors /occupants of the premises.

12.4. It is absolutely false and denied that, my client's attempt to now unilaterally revise the terms of the Lease Deed is unjust, unfair and unsustainable in the eye of Law. In this regard it is submitted that my client's each and every attempt and action is proper as per Law and the agreed terms and conditions.

12.5. It is equally false and denied that, any change in the terms of the lease is going to prejudicially hamper interest of your client and the tenants under the Lease Deed of 1988. In fact as called upon by you for registration of a fresh lease deed clearly prove that the earlier lease deed of 1988 has been already expired so hamper the interest of your client and his tenants does not arise at all.

12.6. It is submitted that, more over neither the Development Agreement nor the Tenancy Deed grant or convey any right, title or/and interest over the premises to your client and the occupants of the premises.

13. **Para No. 11 of your notice dt. 09.09.2019** as stated is absolutely false, most incorrect, concocted and denied. It is false and denied that for deliberate failure to execute and register a fresh lease deed is also holding our client in clear violation of the applicable laws and in orders to ensure compliance of the same my client is once again called upon to expedite registration of fresh lease deed on the agreed terms under the

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Lease Deed of 1988. In this regard it is once again submitted that, there is no violations and deliberate failure on part of my client. It is your client who violated the agreed terms as stated supra. My client is acting purely as per applicable laws. No Law permits any person to occupy the premises illegally without adhering the terms and without paying the rents as per privileging market rent. In fact your client misunderstood and misinterpreted the terms and conditions of Article of Agreement and Tenancy Deed and represented falsely before you to get a color of false notice dt.09.09.2019

14. **Para No. 12 of your notice dt. 09.09.2019** as stated is absolutely false, most incorrect, concocted and denied. It is false and denied that, the cheque/ demand drafts paid by your client towards monthly rent for the last few months were also surprisingly being returned by my client. In fact your client is irregular in payment of monthly rents. Apart from your client has to pay a monthly rent amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) from the month of April 2019 to my client church. My client church is claiming said monthly rent of Rs.20 Lakhs basing on current market rent and reports by approved valutors for 15 years with an increase of 5% (Five present) per annum on the existing rent.
15. It is represented to me by my client that, in continuation of violation of terms and conditions, your client had also raised a construction on top floor of the subject building without knowledge and permission from the Landlord. Your client did not responded for such illegal activities in spite of my client's written notices for clarify such illegal activities.
16. It is submitted that, even in present notice dt. 09.09.2019 there is no response to said crucial and important aspects of construction carried out by your client on top floor without permission of the landlord; handing over the additional area of 4000 Sq. Feet and compensation for such additional area; cases pending with DRT Hyderabad etc., though the notice dt. 09.09.2019 has been issued referring my client's letter dt. 17.04.2019 at serial No.4.
17. Your client and your notice dt. 09.09.2019 is silent about the important and crucial aspects of handing over the additional area of 4000 Sq. Feet, payment of compensation, cases filed by some banks before Hon'ble DRT Hyderabad in respect of part of said premises and construction of said structure on top floor without consent and permissions of the landlord. Your client bluntly wanted to continue with the unauthorized and illegal possession of the premises by by-passing such crucial aspects, issues and enhancement of monthly rent.

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18. Your client instead of complaining with the notice/ letter dated 17.04.2019 sent present notice with all untenable and purported contention and allegations. Your client ought to have accept the reasonable points raised by my client but instead your client had approached you with unclean hands and put forth all false and fictitious contentions and allegations.
19. That, my client provided sufficient and enough time and opportunities for payment of said due amounts, handing the area of additional 4000 Sq. Feet but your client not handed over said area and not paid said amounts even though the considerable time has been elapsed.
20. It is submitted that, sending of present false and purported notice dt.09.09.2019 to my highly reputed client is also in violation of agreed terms and conditions. The contentions and allegations in the notice are not only absolutely false but highly defamatory in nature. Causing present notice with all concocted averments is nothing but dragging the property and as well as my client Church in false and frivolous litigations.
21. That, my client reserves the right of termination of tenancy of your client and other occupants of the premises in the event of failure to comply with the demands called upon in this reply notice within stipulated time. My client will be forced to opt and exercise its rights being Lessor/ Owner/ Landlord of leased premises according to the Provisions of Section 106 of Transfer of Property Act and other applicable Acts/ Laws in case of your client failed to comply with the demands made in this reply notice within stipulated time.
22. It is submitted that, calling para of the notice dt.09.09.2019 is also absolutely false, not tenable and not binding on my client. My client is willing and ready to entering into fresh lease deed and accepts the rents on the terms and conditions as mentioned in letter dt. 17.04.2019 and present reply. It is up to your client who has to come forward with acceptance of such terms and conditions. It is further submitted that, the Lease Deed and Development Agreement never permits or grant any right of initiating civil and criminal cases against my client Church. It is your client who violated the terms of Lease Deed and Development Agreement and liable for civil and criminal consequences. Your client created present notice dt. 09.09.2019 with all concocted and purported averments and contentions for the purpose of harass my client and squeeze moneys from my client and as such my client is not at any risk and cost.

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23. It is submitted that, the cost of the legal notice of Rs.50,000/- is purported for the purpose of present false, fictitious and frivolous notice and not binding on my client. My client is not liable for any cost much alleged cost in the notice dt.09.09.2019

Therefore, I hereby call upon your client through you,

- i. To withdraw the notice dt. 09.09.2019 in writing within 7 days from the date of receipt of this reply, in spite of this your client proceeds my client shall be defiantly defend the same. Your client will be doing the same on his own risk and my client shall not be hold responsible for any cost and consequences;
- ii. To pay said amount of Rs.1,64 18,642=00 (Rupees One Crore Sixty Four Lakhs Eighteen Thousand Six Hundred and Forty Two Only) towards arrears of rents within 15 days from the date of receipt of this reply notice to my client and obtain a valid receipt to that effect;
- iii. To pay regularly and continually the monthly rent amount of Rs.20,00,000/- (Rupees Twenty Lakhs only) to my client on or before 5th day of every English calendar month in respect of leased out premises;
- iv. To an increase of 5% (Five Present) of rent after completion every one year on the rent then existing;
- v. To handover vacant and peaceful possession of said additional area of 4000 Sq. Feet as per the terms and conditions of the Development Agreement and Tenancy Deed within 15 days from the date of receipt this reply for carrying out the religious and charitable objects of the Church;
- vi. To pay damages, compensation for illegally and unauthorized occupying and holding said additional area of 4000 Sq. Feet within 15 days from the date of receipt of this reply notice;
- vii. To furnish all the details and particulars of the occupants of the tenanted premises within 15 days from the date of receipt of this notice;
- viii. To furnish the details and particulars of the cases filed before the Hon'ble Debt Recovery Tribunal, Hyderabad and Hon'ble City Civil Court, Hyderabad with regard to tenanted premises within 15 days from the receipt of this reply; and,

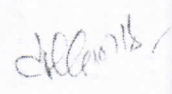
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- ix. I further call upon your client through you keeping in view of above facts and circumstances advised not to participate in such tactics and illegal activities and resist your client from involving in such types of tactics and illegal activities;

Failing which my client shall have no other alternative except to proceed against your client for recovery of said amounts, additional area and compensation in accordance with Law before competent Court Law holding your client responsible for all its costs and consequences thereof.

Copy retained.

Your Truly,


LAKSHMI KANTH
ADVOCATE

Note:

Copy to party:

Messer Modi Builders,
Methodist Complex, Municipal No. 5-1-189/190,
Abids, Hyderabad, Telangana -500001.

S.No.12, # 16-2-702/2/C, Balaji House Complex,
Behind Cherma's, Malakpet, Hyderabad, Telangana - 500 036.
Mobile # 09391008913. Email: tlaxmikanth@yahoo.co.in