

Rent Control Case

Filed by

of the Public Counsel

Case NO 166/12

H.C. -

IN THE COURT OF THE HON'BLE PRINCIPLE RENT CONTROLLER CITY CIVIL
COURT AT: SECUNDERABAD

I.A.No. OF 2012

IN

R.C.No. *166* OF 2012

Between:

M/s.Pelican Service.

...Petitioner/Petitioner

AND

M.C. 2
M/s.Modhi Educational Trust.

...Respondent/Respondent

AFFIDAVIT

I, Bendict Ceaser S/o Mr.M.Philip, aged about 41 years, Occ: Business Proprietor of Pelican Service, R/o Plot No.12, Friends Colony, Shameerpet Village and Mandal, R.R.District, do hereby solemnly and sincerely affirm and state on oath as follows:

1. That I am the deponent/petitioner herein as such I am well acquainted with the facts that deposed hereunder. I filed the main petition U/s.8(5) of A.P. Buildings (Lease, Rent, Eviction) Act of 1960 for depositing the rents of the petition schedule property.

2. I crave the leave of this Hon'ble Court to treat the averments of the main petition as a part and parcel of this petition.

3. I further submit that I have obtained a portion of 200 Sft. of office space on the 2nd floor and a 30 Sft. space for Godown on the ground floor of a portion of premises bearing No.5-4-187/3/4, Soham Mansion, Karbala Maidan, M.G.Road, Secunderabad. By virtue of a lease dt:01-06-2002 on monthly rent of Rs.1440/- per month exclusive of water and electricity charges for the period of 3 years initially with retrospective effect which commences form 01-07-2001 with a stipulation that the rents for the petition schedule property will be enhanced by 20% over the prevailing rent as long as tenant continue as a tenant in the petition schedule property. Accordingly the quantum of rent for the petition schedule property is enhanced from time to time and the present quantum of rent paying by the petitioner is sum of Rs.2489/- for the property under the occupation of this petitioner. The petitioner used to pay the rents to the respondent through cheques and the petitioner paid the rents till August, 2012.

100
SUPERINTENDENT

... submits that ever since its inception of tenancy this petitioner enjoying the petition schedule property as a tenant without any sought of interference or nuisance from anybody else and running his business peacefully by paying the agreed rent to the respondent as per the lease dt:01-06-2002 this petitioner ever since the inception of the tenancy over the petition schedule property is very prompt and diligent in the payment of rent to the respondent herein and paid the rents till August, 2012 through cheque.

5. The petitioner further submits that the respondent herein with a malafide intention issued a false and baseless legal notice dt:13-01-2012 to this petitioner for which the petitioner replied the same suitably through his counsel by rebutting all the alleged allegations in the said notice after receiving the same the respondent kept quite for some time keeping the grudge over the petitioner stop receiving the rents of September, 2012 as tendered by this petitioner vide cheque bearing No.124275 dt:29-09-2012. Thereafter the petitioner waited till next month i.e., October, 2012 yet again tendered the earlier cheque i.e., the cheque towards the rent of September, 2012 together with a cheque of October, 2012 vide cheque bearing No.797027 dt:31-10-2012 for a sum of Rs.2489/- respectively the rents for month of September, October, 2012. The respondent herein intentionally refused to accept the same with a malafide intention to brand the petitioner as a defaulter. Thereby the petitioner yet again tendered this same through EMO (Electronic Money Order) vide No.00246121108080833 dt:08-11-2012 towards the rent for which also this respondent deliberately and malafidely refused to accept the same. Thereafter the petitioner issued a legal notice dt:05-11-2012 calling upon the respondent to specify the bank account so that the petitioner deposit the rents in the bank account together with the rent of November, 2012 even after receiving the said notice, even after receiving the said notice the respondent neither specified the bank account nor come forward to receive the rents for the period of September, October, November, 2012. Thereafter this petitioner constrained to sent the same through EMO (Electronic Money Order) vide No.000246121130082675) dt:30-11-2012 the same also refused by this respondent.
000246121130082675

6. The petitioner further submit that the petitioner is a statutory ^{Tenant} ~~owner~~ of the petition schedule property as contemplated/envasiged under the Rent Control Act and complied all the provisions as stipulated U/s.8 of A.P.Building (Lease, Rent, Eviction) Act of 1960. There is apprehension that the respondent may not receive the future rents of the petition schedule property as such the

[Handwritten signature]

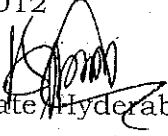
FOR RELIEF SERVICE

[Handwritten signature]
PROPERTY PROPRIETOR

has ~~no~~ no other recourse had approached this Hon'ble Court seeking its permission to deposit the rents before the court.

Therefore it is just and necessary to permit the petitioner herein to deposit the rents in the court till the disposal of the main application otherwise the petitioner put to irreparable loss and inconvenience which cannot be compensated in any terms and it is prayed accordingly.

Sworn and signed before me
on this the ~~19~~ day of December, 2012
at: Hyderabad.


Advocate Hyderabad

FOR PELICAN SERVICE


Deponent

IN THE COURT OF THE HON'BLE PRINCIPLE RENT CONTROLLER CITY CIVIL
COURT AT: SECUNDERABAD

I.A.No. OF 2012

IN

R.C.No. 166 OF 2012

Between:

M/s.Pelican Service.

...Petitioner/Petitioner

AND

M.C. s
M/s.Modhi Educational Trust.

...Respondent/Respondent

AFFIDAVIT

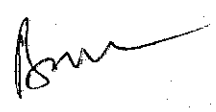
I, Bendict Ceaser S/o Mr.M.Philip, aged about 41 years, Occ: Business Proprietor of Pelican Service, R/o Plot No.12, Friends Colony, Shameerpet Village and Mandal, R.R.District, do hereby solemnly and sincerely affirm and state on oath as follows:


1. That I am the deponent/petitioner herein as such I am well acquainted with the facts that deposed hereunder. I filed the main petition U/s.8(5) of A.P. Buildings (Lease, Rent, Eviction) Act of 1960 for depositing the rents of the petition schedule property.
2. I crave the leave of this Hon'ble Court to treat the averments of the main petition as a part and parcel of this petition.
3. I further submit that I have obtained a portion of 200 Sft. of office space on the 2nd floor and a 30 Sft. space for Godown on the ground floor of a portion of premises bearing No.5-4-187/3/4, Soham Mansion, Karbala Maidan, M.G.Road, Secunderabad. By virtue of a lease dt:01-06-2002 on monthly rent of Rs.1440/- per month exclusive of water and electricity charges for the period of 3 years initially with retrospective effect which commences form 01-07-2001 with a stipulation that the rents for the petition schedule property will be enhanced by 20% over the prevailing rent as long as tenant continue as a tenant in the petition schedule property. Accordingly the quantum of rent for the petition schedule property is enhanced from time to time and the present quantum of rent paying by the petitioner is sum of Rs.2489/- for the property under the occupation of this petitioner. The petitioner used to pay the rents to the responent through cheques and the petitioner paid the rents till August, 2012.

12/11/2012
SUPER
this petitioner further submits that ever since its inception of tenancy this petitioner enjoying the petition schedule property as a tenant without any sought of interference or nuisance from anybody else and running his business peacefully by paying the agreed rent to the respondent as per the lease dt:01-06-2002 this petitioner ever since the inception of the tenancy over the petition schedule property is very prompt and diligent in the payment of rent to the respondent herein and paid the rents till August, 2012 through cheque.

5. The petitioner further submits that the respondent herein with a malafide intention issued a false and baseless legal notice dt:13-01-2012 to this petitioner for which the petitioner replied the same suitably through his counsel by rebutting all the alleged allegations in the said notice after receiving the same the respondent kept quite for some time keeping the grudge over the petitioner stop receiving the rents of September, 2012 as tendered by this petitioner vide cheque bearing No.124275 dt:29-09-2012. Thereafter the petitioner waited till next month i.e., October, 2012 yet again tendered the earlier cheque i.e., the cheque towards the rent of September, 2012 together with a cheque of October, 2012 vide cheque bearing No.797027 dt:31-10-2012 for a sum of Rs.2489/- respectively the rents for month of September, October, 2012. The respondent herein intentionally refused to accept the same with a malafide intention to brand the petitioner as a defaulter. Thereby the petitioner yet again tendered this same through EMO (Electronic Money Order) vide No.00246121108080833 dt:08-11-2012 towards the rent for which also this respondent deliberately and malafidely refused to accept the same. Thereafter the petitioner issued a legal notice dt:05-11-2012 calling upon the respondent to specify the bank account so that the petitioner deposit the rents in the bank account together with the rent of November, 2012 even after receiving the said notice, even after receiving the said notice the respondent neither specified the bank account nor come forward to receive the rents for the period of September, October, November, 2012. Thereafter this petitioner constrained to sent the same through EMO (Electronic Money Order) vide No.000246121130082675 dt:30-11-2012 the same also refused by this respondent.
000246121130082647

6. The petitioner further submit that the petitioner is a statutory ^{Tenant} ~~part~~ of the petition schedule property as contemplated/envisaged under the Rent Control Act and complied all the provisions as stipulated U/s.8 of A.P.Building (Lease, Rent, Eviction) Act of 1960. There is apprehension that the respondent may not receive the future rents of the petition schedule property as such the



FOR POLICE SERVICE

PROPRIETOR

1 have no other recourse had approached this Hon'ble Court seeking its permission to deposit the rents before the court.

Therefore it is just and necessary to permit the petitioner herein to deposit the rents in the court till the disposal of the main application otherwise the petitioner put to irreparable loss and inconvenience which cannot be compensated in any terms and it is prayed accordingly.

Sworn and signed before me
on this the 16th day of December, 2012
at: Hyderabad.


Advocate Hyderabad

FOR PELICAN SERVICE

Deponent

IN THE COURT OF THE HON'BLE PRINCIPLE RENT CONTROLLER CITY CIVIL

COURT AT: SECUNDERABAD

I.A.No. *17* OF 2012

IN

R.C.No. *166* OF 2012

Between:

M/s.Pelican Service rep. by its Proprietor
Bendict Ceaser S/o Mr.M.Philip,
aged about 41 years, Occ: Business Proprietor
of Pelican Service, R/o Plot No.12,
Friends Colony, Shameerpet Village and Mandal,
R.R.District.

...Petitioner/Petitioner

AND

M.C.
M/s.Modhi Educational Trust
Rep. by its trustee, Mr.Promood Modi,
aged about 70 years, Occ:Trustee,
O/o 5-4-187/3 & 4, II Floor, Soham Mansion,
Karbala Maidan, M.G.Road, Secunderabad-500 003.

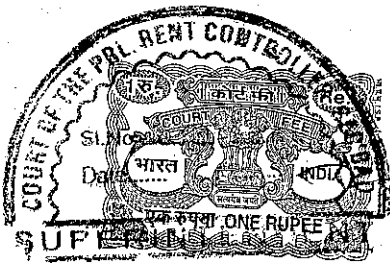
...Respondent/Respondent

Rule 50)
**PETITION FILED UNDER (1) OF A.P. BUILDING (LEASE, RENT, EVICTION)
ACT OF 1960 R/W SEC.151 OF C.P.C.**

For the reasons stated in the accompanying affidavit the petitioner prays *7467 P*
may be pleased to permit me to deposit the rent from September, 2012 *to November full years* till
the disposal of the main petition @ 2489/- per month and pass such an order
or orders as this Hon'ble Court deems fit and proper in the circumstances of
the case and in the interest of Justice.

Place: Hyderabad
Date: *19*-12-2012

Abheep
Counsel for Petitioner/Petitioner



IN THE COURT OF THE HONBLE
PRINCIPLE RENT CONTROLLER CITY
CIVIL COURT AT: SECUNDERABAD

I.A.No. 17/13 OF 2012

R.C.No. 166 OF 2012

Between:

M/s. Pelican Service

...Petitioner/Petitioner

AND

M/s. Modhi Educational Trust

...Respondent/Respondent

SR No. 2815/12
15/12/2012

31-1-13 PA 17/13

for counter call on 4-2-13

4.2.2013

Pras
31/12/13

No representation for counter
initially call on 6-2-13.

6.2.2013 Conts

Pras
4/2/13

in request for counter finally
call on 11-2-13 otherwise will
be treated as no counter.

Pras
6/2/13

Recd of copy
31/11

PETITION FILED Rule 5(1) &
BUILDING (LEASE, RENT, EVICTION) OF A.P.
ACT OF 1960 R/W SEC. 151 OF
C.P.C.

Filed on: 15
10-12-2012

Filed by:

GULAM ASGHAR HUSSAIN KHAN
BUPENDER SINGH
ADVOCATE

Office At: 70/71, 1st Floor,
Picket, Secunderabad.

Counsel for Petitioner/
Petitioner

ACKNOWLEDGEMENT

No.

Registered Received a Letter/Postcard/Packet/Parcel Insured

Address to (Name) M.C. Educational Trust

Rep by/As trustee

Pranod Modi

0/0 5-4-187/344 Dindlkon

Date of Delivery Soham mansion Korbarata
Raidar M.G. and Secin

Signature of Addressee

No. 166/012 Dated 23/1/2013 of ARC

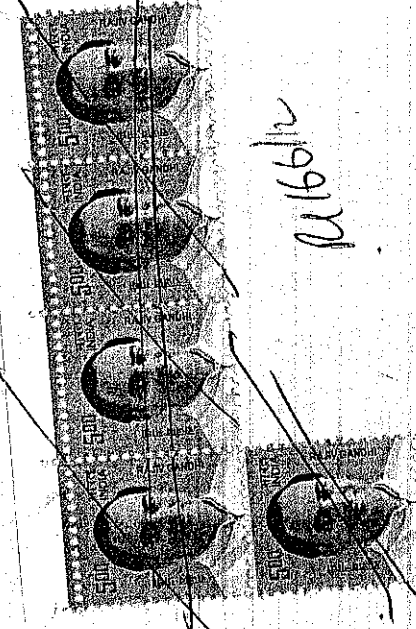
Sender's Address

re 166/12

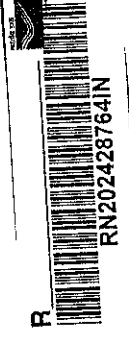
ALL
CITY CIVIL COURT
MR. SUNDARARAJ A.P.O.S

R.P.P.D
ON I.G.S. Only

To M/s. M.C. Modi's educational trust
Rep by/As trustee Mr. Pranod Modi
0/0 5-4-187/344 Dindlkon
Soham mansion
Korbarata mandan. M.G. Road.
Sandhwa



ALL
CITY CIVIL COURT
MR. SUNDARARAJ A.P.O.S



SUMMON TO RESPONDENT

IN THE COURT OF THE *Habeem M. M. C.* HOUSE RENT CONTROLLER

AT *Secunderabad Secunderabad*

Between: R. C. No. *106* 2012
Mrs. Jehan Simee Petitioner

AND

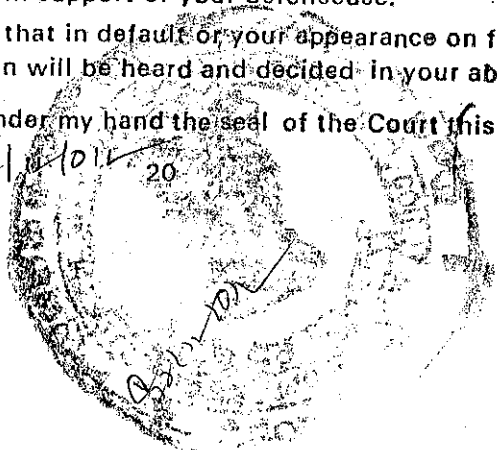
M. C. Modi Educational Trust Respondent
M. C. Modi Educational Trust Reps
To *Empire: Mr. Pramod Modi*
O/o 5-4-187/344 1st floor, Subhammasin
Secunderabad Secunderabad

Whereas the petitions above them
has filed an application U/s of the Andhra Pradesh Building Rent
Eviction and Lease Control Act of 1960 for the
(copy enclosed)

You are hereby ordered in this court in Person/through instructed person
on the *23/01/2012* day of 20 at 11-30 'O' Clock
documentary in support of your defence.

Take Notice that in default of your appearance on the day above mentioned
the application will be heard and decided in your absence.

GIVEN under my hand and seal of the Court this
day of *22/01/2012* 20



Dy. Nazir
City Civil Court
Secunderabad
RENT CONTROLLER

SUMMON TO RESPONDENT

IN THE COURT OF THE Hon. Mr. Justice HOUSE RENT CONTROLLER

AT Sec. Secy Secy

Between: R. C. No. 106 2012
M/s. Jeehan Service Petitioner

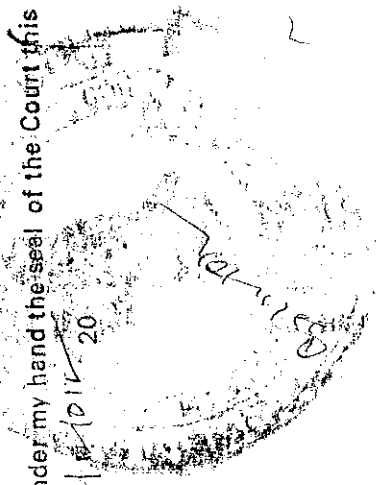
AND
M. S. Modi Educational Trust Respondent
M. S. Modi Educational Trust Reports
of 5-4-187/344 Ang floor, Sriram Nagar, Secy Secy

Whereas the petitions above them of the Andhra Pradesh Building Rent

Eviction 2nd Lease Control Act of 1960 for the (copy enclosed)

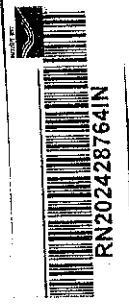
You are hereby ordered in this court in Person/through instructed person on the 25/01/2012 day of 20 at 11-30 'O' Clock documentary in support of your defence. Take Notice that in default of your appearance on the day above mentioned the application will be heard and decided in your absence.

GIVEN under my hand the seal of the Court this 25/01/2012 day of 20
Dy. Nazir
City Civil Court
RAJAHMUNDRAM



N.I.G.S. Only

Shri Educational Trust
Trustee Mr. Pramod Modi
- 187/344 Ang floor
Mantra, M.G. Road,
Endrapuram



SUMMON TO RESPONDENT

IN THE COURT OF THE Habeel Prasad HOUSE RENT CONTROLLER
AT VCC Seebag Seebag

Between: R. C. No. 106 2012
MS. Jeehan Service Petitioner

AND
Mr. C. Modi Educational Trust Respondent

To Mr. Modi Educational Trust Reports
Op. S. 4 - 187/344 Ang floor, Shammas
ledhale, near M.G. Road, Seebag

Whereas the petitions above them
of the Andhra Pradesh Building Rent

has filed an application U/s
Eviction 2nd Lease Control Act of 1960 for the
(copy enclosed)

You are hereby ordered in this court in Person/through instructed person
on the 25/01/2012 day of 20 at 11-30 'O' Clock
documentary in support of your defence.

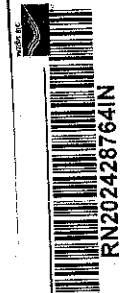
Take Notice that in default of your appearance on the day above mentioned
the application will be heard and decided in your absence.

GIVEN under my hand the seal of the Court this 25/01/2012 day of 20
Dy. Nazir
City Civil Court
RECEIVED ORDER



N I.G.S. Only

Mr. Educational Trust
Trustee Mr. Pramod Modi
- 187/344 Ang floor
Seebag
M.G. Road,
Seebag



M.C.

IN THE COURT OF THE HON'BLE RENT CONTROLLER
CITY CIVIL COURT AT SECUNDERABAD

R.C.NO. 166 OF 2012

Between:

M/s.M.C. Modi Educational Trust
Represented by its Trustee
Mr. Pramod Modi, having its office
At 5-4-187/3&4, II Floor, M.G.Road
Secunderabad.

... Petitioner

And

M/s.PELICAN SERVICES
Represented by Mr.Benedict Ceaser
S/o M.Philip, aged major,
R/o Plot No.12, Shameerpet,
Secunderabad – 500014.

... Respondent

PETITION FILED UNDER SECTION 10(2)(1) OF A.P.BUILDINGS
(LEAST, RENT & EVICTION) CONTROL ACT, 1960

1. Description of the Petitioner:

The Description of the Petitioner is the same as mentioned in the Cause Title.

The address for service of summons and notices on the petitioner is as mentioned above in the cause title and that of their counsel Sri.C.Balagopal, Smt.Ameerunnisa Begum, Sri.K.Vijaya Saradhi and C.V.Chandramouli, Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad.

2. Description of the Respondent:

The Description of the Respondent is the same as mentioned in the cause title.

The address for service of summons and notices on the Respondent is as mentioned above in the cause title.

3. Facts of the Case:

- a) The Petitioner is the owner of premises bearing Municipal No.5-4-187/3&4, consisting of land and upper structure including therein, basement and three floors situated at M.G.Road; Secunderabad. The Respondent had obtained a portion of office space in the above said premises admeasuring 200 Sq.ft., on the II floor and about 30 Sft., of godown space on the ground floor on a monthly rent of Rs.1,440/- under a lease agreement dated 1st June 2002. The rent is

enhanced from time to time and the present rent is Rs.2,745/- apart from the rent the Respondent has agreed to pay maintenance charges and service tax. As per the terms of the lease a period of three years lease was granted in the year 2002 and subsequently no fresh lease deed was entered between the parties. As no subsisting and valid lease deed between Petitioner and Respondent, the lease is month to month basis only.

- b) The petitioner submits that the Respondent is very irregular in payment of rent as well as payment of service tax and maintenance charges. The Respondent is now due a sum of Rs. ^{13,928} ~~14,120~~ /- towards ^{Service tax} ~~maintenance charges~~ and a further sum of Rs. ^{10,923} ~~9,113~~ /- towards arrears of rent, aggregating to a sum of Rs. ^{24,851} ~~30,200~~ /-. The Respondent committed willful default in payment of rents for the months of October 2011 to February 2012. The act of the Respondent is deliberate and amounts to willful default. Hence the Respondent is liable to be evicted on this ground from the petition schedule property.

4. The petition schedule property is situated at M.G.Road, Secunderabad is within the territorial jurisdiction of this Hon'ble Court and the rent payable is below Rs.3500/- /- as such the Hon'ble Court can entertain and try the petition.

5. The petition schedule premises is more than 15 years old and the present rent is Rs.2745/- per month as such the provisions of A.P.Building (Lease, Rent & Eviction) Control Act, 1960 are applicable.

6. A fixed court fee of Rs. /- is paid herewith under Article 10 (K) of schedule I of A.P.C.F. & S.V.Act, which is sufficient.

7. It is, therefore, prayed that this Hon'ble Court be pleased to:

- a. Pass eviction orders against the Respondent and put the Petitioner in peaceful and vacant possession of the petition schedule property.
- b. to award costs of the petition.
- c. to pass such other order or orders as this Hon'ble court may deem fit and proper.

Counsel for Petitioner

Secunderabad.

Date: -02-2012

PETITIONER

VERIFICATION

Mr.Pramod Modi, Trustee of the petitioner Trust herein, do hereby declare that the facts mentioned above are true to the best of my knowledge, hence verified.

Secunderabad.

Date: 02.2012

PETITIONER

SCHEDULE OF PROPERTY

Municipal No.5-4-187/3&4, consisting of land and upper structure including therein, basement and three floors situated at M.G.Road, Secunderabad and bounded on the

North by	}	Premises belong to haharukla & Associates
South by		Common passage
East by		Common passage
West by		Office space leased to Marvel Weavers Ltd.

Secunderabad.

Date: .02.2012

PETITIONER

VERIFICATION

Mr.Pramod Modi, Trustee of the petitioner Trust herein, do hereby declare that the facts mentioned above are true to the best of my knowledge, hence verified.

Secunderabad.

Date: .02.2012

PETITIONER

LIST OF DOCUMENTS

1. Lease Agreement dated 01-06-2002
2. *Resolution of MC Hadi Education Trust*
Notice of the Petitioner
3. Reply of the Respondent

Secunderabad.

Date: .02.2012

PETITIONER

PARTICULARS TO BE FURNISHED UNDER SECTION 28 OF THE CONTROLLER OR ANY PERSON AUTHORISED BY HIM IN THAT BEHALF SHALL BE THE FOLLOWING:

1. Door No. of the building & Name if any : 5-4-187/3&4,
Portion of premises *on second floor,*
Soham Mandir,
2. Street & Municipal Ward or Division : M.G.Road,
On which the building is situated. Secunderabad
3. Name & address of the landlord, if : As shown in the Cause
particulars are furnished by the tenant title - Landlord
if the particulars are furnished by
the landlord.
4. Whether the building is residential : Non-Residential
or Non-residential
5. Whether any furniture is supplied : No
by the landlord for use in the bldg.
6. Details of accommodation available : Not applicable.
together with particulars as regards
the ground area, garden & outhouse,
if any, appurtenant to the bldg.
7. If the building is not occupied by : single tenant
the landlord, whether it is occupied
by a single tenant or more than one tenant.
8. Amenities available in regard to : Electricity Supply is existing
Lighting, water, sanitation and the like.
9. Monthly rent paid by the tenant : Rs.2745 /-P.M
10. Rental value as entered in the property : Not known.
tax assessment book of the Municipal
council, Zilla Parishad or the Corporation
Of Hyd. And if the buldg. Was constructed
Before 5-4-44, the rental value as
Aforesaid relating to the 12 months
immediately proceeding 5-4-44.
11. Whether fair rent has been fixed : No.
under the Act, if so, the amount of
such fair rent and the date from which
it took effect.
12. In case of residential building the : Nil
No. of persons occupying the same
and In case of Non-residential building,
The purpose for which the building is
used and the No. of employee, if any
working therein.
13. The amount of advance paid by the : Nil
tenant to the landlord.
14. A copy of the agreement of tenancy if any : Lease Agreement

Secunderabad.
Date: .02.2012

PETITIONER

IN THE COURT OF THE HON'BLE
RENT CONTROLLER
CITY CIVIL COURT AT

SECUNDERABAD

R.C.NO. OF 2012

Between:

M/s.M.C. Modi Educational Trust
... Petitioner

And

M/s.PELICAN SERVICES
... Respondent

PETITION FILED UNDER SECTION
10(2) (i), (iii) & (v) and 10 (3) (b) OF
A.P.BUILDINGS (LEAST, RENT &
EVICTION) CONTROL ACT, 1960

Filed on: .02.2012

Filed by:

Sri C.BALAGOPAL
Advocate

Flat No.103, Suresh Harivillu Apts,
Road No.11, West Marredpally
Secunderabad – 500 026.
Ph: 64570512

COUNSEL FOR PETITIONER

draft to signed

Date:

To

M/s.Pelican Services Rep. by Mr.Benetic Ceaser

S/o.M.Phillip, R/o. Plot No.12, Shamerpet, Secunderabad

Under instructions from our client M/s.M.C.Modi Educational Trust Rep. by its Trustee Mr.Pramod Modi having its office at 5-187/3&4, 2nd Floor, MG Road, Secunderabad, I have to address you as follows:

Our client is the owner of a portion a premises bearing No.5-4-187/3&4, consisting of land and uppar structure including therein, basement and three floors situated at MG road Secunderabad. You have obtained a portion of office space in the above said premises admeasuring 200 sqft. On the 1st floor and about 30 sqft. Of godown space on the ground floor on a monthly rent of Rs.1,440/- under a lease agreement dtd. 1st June 2002. The rent is enhanced from time to time and the present rent is Rs. 2745/-, apart from the rent you have agreed to pay maintenance charges and Service Tax. As per the terms of the lease a period of three years lease was granted in the year 2002 and subsequently not fresh lease deed was entered between you and my client. As no subsisting and valid lease deed is executing between you and our client, the lease is month to month only.

You are very irregular in payment of rent as well as payment of service tax and maintenance charges. You are now due a sum of Rs.11,120/- towards maintenance charges and further sum of Rs.9,967/- towards service tax and a further sum of Rs.9,113/- towards arrears of rent, aggregating a sum of Rs.30,200/-. That a part as you are very irregular in payment of rent and other charges my client is not interested in renewing the lease and instructed me to direct you to vacate the premises under your occupation.

I hereby call upon you to pay the above said sum of Rs.30,200/- towards arrears of, rents, maintenance charges and Service Tax within seven days from the date of the receipt this notice and you are further called upon to vacate and hand over the vacant position of the premises under your occupation with immediate effect to our client. If you fail to comply the above said demands my client will take all such steps which are available under law to indicate it's right holding you liable for all costs and consequences there off.

Thanking you

Yours faithfully,

(C.BALAGOPAL)

ADVOCATE



C. BALAGOPAL

Ameerunnisa Begum
K. Vijayasaradhi
C.V. Chandramouli
Advocates

Door No. 10-2-278, Flat No. 103,
Suresh Harivillu Apts, Road No. 11,
West Marredpally, Secunderabad-26.
Phone : 64570512
Cell : 9441782451, 9246172988

To
M/s. Pelican Services
Rep. by Mr. Benedict Ceaser
S/o. M. Phillip, R/o. Plot No.12,
Shameerpet, Secunderabad - 500 014.

Date: 13.01.2012

Also at:
M/s. Pelican Services
5-4-187/3 &4, II Floor,
Soham Mansion, M. G. Road,
Secunderabad - 500 003.

Under instructions from our client M/s. M. C. Modi Educational Trust Rep. by its Trustee Mr. Pramod Modi having its office at 5-187/3&4, II Floor, MG Road, Secunderabad, I have to address you as follows:

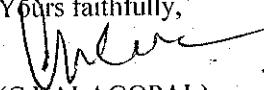
Our client is the owner of a portion a premises bearing No.5-4-187/3&4, consisting of land and upper structure including therein, basement and three floors situated at M. G. Road Secunderabad. You have obtained a portion of office space in the above said premises admeasuring 200 Sq. ft. on the II floor and about 30 Sq ft of godown space on the ground floor on a monthly rent of Rs.1,440/- under a lease agreement dated 1st June 2002. The rent is enhanced from time to time and the present rent is Rs.2,745/-, apart from the rent you have agreed to pay maintenance charges and Service Tax. As per the terms of the lease a period of three years lease was granted in the year 2002 and subsequently not fresh lease deed was entered between you and my client. As no subsisting and valid lease deed between you and our client, the lease is month to month only.

You are very irregular in payment of rent as well as payment of service tax and maintenance charges. You are now due a sum of Rs.11,120/- towards maintenance charges and further sum of Rs.9,967/- towards service tax and a further sum of Rs.9,113/- towards arrears of rent, aggregating a sum of Rs.30,200/-. That a part as you are very irregular in payment of rent and other charges our client is not interested in renewing the lease and instructed me to direct you to vacate the premises under your occupation.

I hereby call upon you to pay the above said sum of Rs.30,200/- towards arrears of rents, maintenance charges and service tax within seven days from the date of the receipt this notice and you are further called upon to vacate and hand over the vacant position of the premises under your occupation with immediate effect to our client. If you fail to comply the above said demands our client will take all such steps which are available under law to indicate it's right holding you liable for all costs and consequences there off.

Thanking you

Yours faithfully,


(C.BALAGOPAL)
Advocate

Red 100Rs.



27/29 30/6/02 15127
M.C. Modi Educational Trust
Self Sec

LEELA G CHIMALGI
STAMP VENDOR
L. No. 13/97 R No 12/2000
5-4-7C/A, Cellar,
Opp: TVS Show Room,
Ranigunj, SEC'BAD-3.

LEASE AGREEMENT

This **LEASE AGREEMENT** executed at Secunderabad on this the 1st day of June, 2002
be and between:

M/s. Pelican Services , represented by Mr. Benedict Ceaser S/o..M. Phillip, R/o.Plot
No.12, Shameerpet, Secunderabad 500 014., hereinafter referred to as the "LESSEE",
which term shall mean and include whenever the context may so require its successors-
in-interest.

AND

M. C. Modi Educational Trust, represented by its trustee Mr. Pramod Modi having its
office at 5—187/3 & 4, 3rd Floor, M. G. Road, Secunderabad – 500 003 hereinafter
referred to as the "LESSOR", which term shall mean and include whenever the context
may so require its successors-in-interest, witnesseth as follows:

The **LESSOR** is the owner of a portion of premises No. 5-4-187/3 & 4, consisting of land
and upper structure including therein basement and three floor situated at M. G. Road,
Secunderabad – 500 003. The **LESSEE** has requested the **LESSOR** to grant on lease a
portion of the said building on the terms and conditions specified as under.

For M. C. Modi Educational Trust

For PELICAN SERVICE

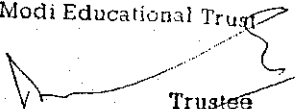
KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the rent hereby reserved and the covenants agreed specified hereunder the **LESSOR** doth hereby grant and the **LESSEE** doth hereby taken on lease a portion of building consisting of about 200 sft of office space, and about 30 sft of godown space, more particularly described at the foot at the foot of this document, on the following terms and conditions.

1. The **LESSEE** shall pay a rent of Rs. 1,440/- (Rupees One Thousand Four Hundred and Fourty Only) per month exclusive of Water & Electricity Consumption charges.
2. The **LESSEE** shall not pay any Security Deposit.
3. The Lease shall be for a period of 3 years, commencing from 1st July 2001
4. This agreement of lease between the said **LESSOR** and the said **LESSEE** can be terminated only by the **LESSEE** with an advance notice of three months, the **LESSOR** shall not terminate this agreement of lease before the expiry of the lease period.
5. The **LESSEE** shall have the option to renew this Lease Agreement subject to the conditions that the renewal shall be for a period of 3 years and an increase in rent by 20% over the prevailing rent, shall be paid to the **LESSOR**.
6. Both the **LESSOR** and the **LESSEE** hereby undertake to execute a regular Lease Deed if and when called upon by either of the parties to do so at any time during the currency of the lease agreement.
7. The expenses of Stamp Duty and Registration charges of the Lease Deed and all other incidental expenses shall be borne by the **LESSEE** in full.


THE LESSEE HEREBY COVENANTS AS UNDER:

1. The **LESSEE** shall pay the rent regularly per each month on or before the 5th day of the succeeding month to the **LESSOR**.
2. The **LESSEE** shall pay and bear the Water & Electricity consumption charges apart from the rent.
3. The **LESSEE** shall keep the demised portion in a neat and habitable condition.
4. The **LESSEE** shall permit the **LESSOR** or anyone authorised by it, to inspect the demised portion at all reasonable hours of the day.
5. The **LESSEE** shall carryout all minor repairs and regular maintenance by way of colour wash etc., at its own cost.
6. The **LESSEE** shall utilize the demised portion for its office and for any other allied business but shall not use the said portion for residence or any illegal activity.
7. The **LESSEE** shall not sub-let any portion of the premises or transfer the rights under this lease in favour of anyone.
8. The **LESSEE** shall pay electricity consumption charges for the said premises.
9. The **LESSEE** shall pay maintenance charges @ Rs.0.40 ps/sft to the **LESSOR** or the association in charge of maintenance of the building, subject to increase from time to time.

For M. C. Modi Educational Trust


Trustee

For PELICAN SERVICE


Proprietor

THE LESSOR HEREBY COVENANTS AS UNDER:

1. The LESSORS agree not to cause any hindrance to the LESSEE in the enjoyment of the demised portion provided the LESSEE observes all the covenants without default as specified above.
2. The LESSORS agree to pay the property tax, water charges and other taxes pertaining to the leased premises.
3. The LESSORS agree to allow the LESSEE to remove the electrical fittings and any other such system that the LESSEE has installed at their own cost at the time of vacating the floor on the expiry of the lease, or on termination of the lease.

DESCRIPTION OF THE DEMISED PORTION

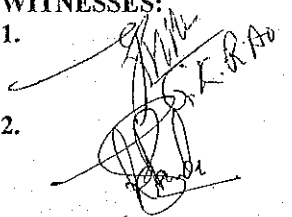
About 200 sft of office space on the second floor and about 30 sft of godown space on the ground floors forming a portion of the premises bearing No. 5-4-187/3 & 4, consisting of land and superstructure bounded on the:


- North By : Premises belongs to Luharuka & Associates
South By : Common Passage
East By : Common Passage
West By : Office Space leased to Marvel Weavers Ltd.

IN WITNESS WHEREOF the LESSEE and the LESSORS have signed these presents on the date and at the place mentioned above.

WITNESSES:

- 1.
- 2.


(P. Solomon)

X
For PEACHAN SERVICE
LESSEE
For M. C. Modi Educational Trust
Proprietor

Trustee
LESSOR

M.C. MODI EDUCATIONAL TRUST

5-4-187/3 & 4, IInd Floor, Soham Mansion, M.G. Road, Secunderabad – 500003

Phone: +91-40-66335551, Fax: 040-27544058

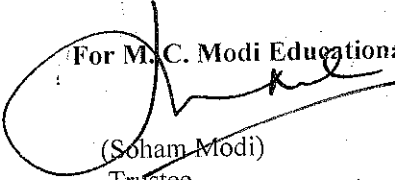
TO WHOM SO EVER IT MAY CONCERN

I hereby authorize **Mr. L. Ramacharyulu**, S/o. Late L. Raghavendra Rao, R/o. Hyderabad, who is our trust's Legal Officer to attend/appear before Hon'ble Court and to produce necessary documents with regard to evidence on behalf of M. C. Modi Educational Trust at City Civil Court, Secunderabad.

Date: 19.01.2012

Place: Secunderabad.

For M. C. Modi Educational Trust


(Soham Modi)
Trustee

M.C. MODI EDUCATIONAL TRUST

5-4-187/3 & 4, IInd Floor, Soham Mansion, M.G. Road, Secunderabad – 500003

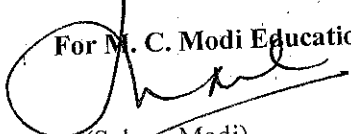
Phone: +91-40-66335551, Fax: 040-27544058

TO WHOM SO EVER IT MAY CONCERN

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Date: 19.01.2012

Place: Secunderabad.


For M. C. Modi Educational Trust
(Soham Modi)
Trustee

SUMMON TO RESPONDENT

IN THE COURT OF THE ^{add} Honble P.S. Rent HOUSE RENT CONTROLLER

AT City Rent Control Sec 609

Between : R. C. No, 166 2012

Mr. Pabray SameerPetitioner

A N D

M.C. Modi Educational TrustRespondent

To M.C. Modi Educational Trust Reps
Trustee Mr. Pramod Modi of 5-4-187/24
Thakur Sahay mansion, Kothakonda

Whereas the petitions above them M.C. Modi Sec 609
has filed an application U/s of the Andhra Pradesh Building Rent

Eviction 2nd Lease Control Act of 1960 for the
(copy enclosed)

You are hereby ordered in this court in Person/through instructed person
on the 23 day of 01 / 2012 at 11-30 'O' Clock
documentary in support of your defence.

Take Notice that in default or your appearance on the day above mentioned
the application will be heard and decided in your absence.

GIVEN under my hand the seal of the Court this
day of 22/1/2012



Dy. Nazim
RENT CONTROL COURT
Secunderabad

22/1/2012

A.H.C.

IN THE COURT OF THE HON'BLE PRINCIPAL RENT
CONTROLLER: CITY CIVIL COURTS, SECUNDERABAD.

AT : SECUNDERABAD.

R. C. No. 166 OF 2012

Between:

M/s. PELICAN SERVICES,
Represented by its Proprietor Mr. BENEDICT CEASER,
S/o Mr. N. Phillip, aged about 41 years. Occ: Business.
R/o Plot No. 12. Friends Colony, Shameerpet Village & Mandal,
Ranga Reddy District - 500 078.

...PETITIONER.

A N D

M/s. M.C. MODI EDUCATIONAL TRUST,
Represented by its Trustee, Mr. PRAMOOD MODI,
aged about 70 years, Occ : Trustee,
O/o 5-4-187/3 & 4, IIInd Floor, Soham Mansion,
Karbala Maidan, M. G. Road, Secunderabad - 500 003.

...RESPONDENT.

PETITION FILED UNDER SECTION 8 (5) OF A. P. BUILDINGS
(LEASE, RENT & EVICTION) ACT, 1960

I. DESCRIPTION OF THE PETITIONER:

The name, address and description of the Petitioner for the purpose of all Notices, Summons and Process etc. is as shown in the above cause title and also that of their Counsels address i.e. **GULAM ASGHAR HUSSAIN KHAN, R.V. BHASKAR. BHUPENDER SINGH, ADVOCATES**, having their chamber at # H. No. 70/71, First Floor, Near Kendriya Vidyalaya, Picket, Secunderabad - 026.

II. DESCRIPTION OF THE RESPONDANTS:

The Name, Address and description of the Respondent for the purpose of all Notices, Summons and Process etc. is as shown in the above cause title.

Contd...2/p.

III. FACT OF THE CASE:

THE PETITIONER HUMBLY SUBMITS AS FOLLOWS:

i) That the Petitioners obtained a portion of 200 Sq.ft of Office Space on the second floor and about 30 Sq.ft of Godown space on the ground floor, farming a portion of premises bearing No. 5-4-187/3 & 4, Soham mansion, Karbala Maidan, M.G. Road, Secunderabad – 500 003, from the Respondent on a lease by virtue of lease dated 01.06.2002. Herein after the said property is referred as Petition Schedule Property, which is fully and particularly described in the SCHEDULE OF PROPERTY, which annexure herewith.

ii) *The Petitioner further submits that*, the petition Schedule property obtained on a monthly rent of Rs. 1440/- (one thousand four hundred and forty only) exclusive of water and electricity charges on 01.06.2002 for the period of three years retrospective effect which commences from 01.07.2001 with a stipulation that the rents for the Schedule of Property will be enhanced by 20% over the prevailing rent after the expiry of first three years as agreed by the Petitioner and the Respondent that the Rent will be enhanced as long as the Petitioner continued as tenant in the Petition Schedule Property, accordingly and quantum of rent enhanced from time to time and the present quantum of Rent for the premises Occupied under the Petitioner is Rs.2489/- (two thousand four hundred and eighty nine only) which use to paid by the Petitioner to the Respondent through Cheques and the Petitioner paid the rents to the Respondent till August, 2012.

iii) *The Petitioner further submits that*, the Petitioner enjoying the said property as Tenant by paying the agreed rents to the Respondent without any sort of default and honoring all the covenants as stipulated under the lease dated 01.06.2002 and the petitioner is very prompt in the payment of the rents for the petition schedule property whereas the petitioner carry the business peacefully

without causing any sought of nuisance to anybody else and paid the rent till August, 2012 through account pay cheque which was encashed and realized by the respondent herein.

iii) *The Petitioner further submits that,* the Respondent herein issued one false and baseless ~~Notice of~~ Legal Notice dated 13.01.2012 through his counsel, for which the Petitioner replied the same vide Reply Notice dated 21.01.2012 suitably. after receiving the said reply notice the Respondent kept quiet for some time by keeping the grudge upon the Petitioner herein and thereafter in the month of September, 2012 the Respondent herein stop receiving the rent as tender by the Petitioner vide cheque bearing No. 124275 dated 29.09.2012. ~~Thereafter~~ ^{when} the Petitioner waited till next ^{month} i.e. October, 2012 and yet again tendered ~~one more~~ ^{earlier cheque} along with the cheque bearing No. 797027 dated 31.10.2012 for a sum of Rs.2489/- respectively, the rents for the month of September, 2012 and October, 2012 and the Respondent refuse to accept the said cheques. Thereafter the Petitioner was constrained to send the sum of Rs.4978/- through eMO (electronic Money Order) Vide No. 00246121108080833 dated 08.11.2012 towards the rents as stated supra. for which the Respondent refuse to accept the same ~~with~~ deliberately with a malafide intention to brand the Petitioner as defaulter.

iv) *The Petitioner further submits that,* the Respondent herein started harassing the Petitioner for one pretext of the other for the reasons best known to him. with a malafide intention to brand the petitioner as defaulter the Respondent intentionally and deliberately refused to accept the rents for the months of September and October, 2012 as tendered by this Petitioner, as such this Petitioner was constrained to issued the Legal Notice dated 15.11.2012 by calling upon the Respondent herein to specifying the bank account, so that the Petitioner can remit the rents for the use and occupation of the Petition schedule property. The said

Contd....4/p.

notice was duly acknowledged by the Respondent on 20.11.2012, even after receiving the same the Respondent failed to specify the bank account number nor come forward to receive the rents for the Petition Schedule Property, ^{have} even after the ~~the petition~~ ^{yet again} ~~and the~~ ^{Union} ~~and~~ ^{ev} ~~and~~ ^{no} ~~and~~ ^{val} ~~and~~ ^{no} ~~and~~ ⁰⁰⁰ ~~and~~ ^{246/211} ~~and~~ ³⁰⁰⁸¹ ~~and ⁶⁰⁷ ~~and ²⁴⁶ ~~and ²⁴ ~~and ³⁰⁰ ~~and ⁸¹ ~~and ⁶⁷⁶ Petitioner complied all the procedure as contemplated under Section 8 of A.P.~~~~~~~~~~~~

Building (Rent, Lease & Eviction) Act, 1960, as such the Petitioner has no other alternative or efficacies remedy ~~and~~ had approached this Hon'ble Court by seeking its indulgence by way of the present Petition for the permission to deposit the rents before this Hon'ble Court/Authority as envisaged under the Rent Control Act. The Petitioner is the statutory tenant of the Respondent for the Petition Schedule Property as contemplated under the A.P. Building (Rent, Lease & Eviction) Act.

IV. CAUSE OF ACTION:

The cause of action for the present Petition is arose on 13.01.2012 when the Respondent issued the Legal Notice and also arose in the month of September/October, 2012, when the Respondent refuse to accept the cheques of the Petitioner which issued towards the rents and also arose on 08.11.2012 when the Petitioner tendered the rents through eMO and finally arose on 15.11.2012 when the Petitioner issued the legal Notice for specifying the bank account of the Respondent, as such the cause of action for the present Petition is continues and subsisting one.

V. JURISDICTION:

The rent for the Petition Schedule Property ^{is} for a sum of Rs. 2489/- per month and the Petition Schedule Property is also more than 15 years old and same is situated at Karbala Maidan, M. G. Road, Secunderabad, as such this Hon'ble Court / Authority has got jurisdiction to entertain the present Petition.

VI. COURT FEE:

The present quantum of Rent for the Petition Schedule Property of Rs. 2489/- per month and the Petition filed by the Petitioner is for the depositing of rents under section 8 (5) of A. P. Building (Rent, Lease & Eviction) Act, 1960 and the required court fee of Rs. _____ is paid as per the Article -I, Schedule - II of A.P.C.F. & S.V. Act, which is proper and sufficient.

VIII. UNDERTAKING:

The above named Petitioners herein undertake that ^{we} has not filed any Petition(s) or Proceedings pending intersay between the parties for the similar relief(s) in any Court of Law. Hence this undertaking.

PRAYER:

Therefore the Petitioner herein humbly prays this Hon'ble Court / Authority may be pleased to pass the order and decretal order in favor of the Petitioner and against the Respondent herein as :

- a) to permit the Petitioner to deposit the sum of Rs. 7467/- towards the rent ~~amounts~~ for the period of September to November, 2012.
- b) to permit the Petitioner to deposit the sum of Rs. 2489/- towards the monthly rents till disposal of the present Petition. *and continue to deposit annual Sobriety (as per the petition schedule prays)*
- c) ~~to pass~~ the award the cost of the Petition. *in full*
- d) to award such other relief or relief(s) for which this Petitioner entitled for

Place : Secunderabad.

Date : -11-2012.

PETITIONER

VERIFICATION

I, the above named Petitioner do hereby verified that what has been stated in the above said paragraphs are true and correct to the best of our knowledge and belief and the Legal advice which we received is believed to be true & correct and we have not suppressed any real or material fact. Hence it is verified on this the ___ day of November, 2012 at Secunderabad.

Place: Secunderabad,

Date: -11-2012.

PETITIONER

SCHEDULE OF PROPERTY

All that the Office space of 200 Sq.ft. on the second floor and about 30 Sq.ft. of godown space on the ground floor portion of premises bearing No. 5-4-187/3 & 4 of Soham Mansion, Karbala Maidan, M. G. Road, Secunderabad – 500 003 is bounded by :

NORTH : Premises belongs to Luharuka & Associates,
SOUTH : Common Passage,
EAST : Common Passage, *Arbes Goelka*
WEST : Office space lease to ~~Marvel Weavers Ltd.~~

Place: Secunderabad.

Date: -11-2012.

PETITIONER

VERIFICATION

I, the above named Petitioner do hereby verified that what has been mentioned by me in the above Schedule of Property is true and correct to the best of my knowledge and belief. Hence it is verified on this the ___ day of November, 2012 at Secunderabad.

Place: Secunderabad,

Date: -11-2012.

PETITIONER

LIST OF DOCUMENTS

1. Xerox copy of lease deed dated 01.06.2002.
2. Legal Notice dated 03.01.2012.
3. Copy of Reply Notice dated 21.01.2012.
4. Original Postal receipt dated 23.01.2012.
5. Original Acknowledgement due card dated 30.01.2012.
6. Original Cheque bearing No. 124275 dated 29.09.2012.
7. Original Cheque bearing No. 0797027 dated 31.10.2012.
8. Original receipt of eMO No. 00246121108080833 dated 08.11.2012.
9. Office Copy of Legal Notice dated 15.11.2012.
10. Original Postal registration slip dated 16.11.2012.
11. Original acknowledgment due card dated 20.11.2012.
12. Copy of bank statement dated _____.

Place : Secunderabad,

Date : -11- 2011.

COUNSEL FOR THE PETITIONER.

Better particulars to be furnished U/S. 28 to the contral or any person authorized by him in that behalf shall be following:

1. Door No. of the building and name if any. **5-4-187/3& 4, Soham Mansion.**
2. Street and Municipal ward of the division on which the building is situated. **Karbala Maidan M.G. Road Secunderabad 50003**
3. Name and address of the land lord if the particulars are furnished by the tenant: **M.C. Modi education trust represented by it's trustee Mr. Pramode Modi office at 5-4-187/3 &4 Second floor soham mansion Karbala Maidan M.G. Road Secunderabad 50003**
4. Whether the building is residential or non residential: **non residential**
5. Whether is any furniture supplied by the land lord for the use of the building. **No**
6. Details of the accommodation available together with particulars as regards the ground area, garden and outhouses if any appurtenant to the building: **30 SFT & 200 SFT on the second floor**
7. If the building is not occupied by the land lord, whether it is occupied by single tenant or by more than one tenant: **Number of tenants**
8. Amenities available in regard to lighting, water, sanitation the like: **Light & Water**
9. Monthly rent paid by the tenant: **Rs.2489/- per month**
10. Rental value as entered in the property tax assessment book of the municipal council, zilla parished or the corporation of Hyderabad and if

the building was constructed before the 05th of April 1944, the rental value as aforesaid relates to the twelve months immediately proceeding the 5th April 1944: **Not applicable**

11. Whether the fair rent fixed under the act and if so the amount of such fair rent and the date from which it took effect: **No**

12. In the case of non residential building the purpose for which the building is used and No. of employees if any, working therein: **for office accommodation. 3 to 4.**

13. The amount of the advance paid by the land lord to the tenant: **No**

14. A copy of agreement of tencey entered into land lord and tenant if any: **Yes lease agreement dated 01-06-2002 between land lord and**

Tenant

Date:

Place: Secunderabad

Petitioner



IN THE COURT OF THE HON'BLE
PRINCIPAL RENT CONTROLLER,
CITY CIVIL COURTS, SECUNDERABAD.

AT : SECUNDERABAD.

R. C. No. OF 2012

Between:

M/s. PELICAN SERVICES,
Represented by its Proprietor
Mr. BENEDICT CEASER.

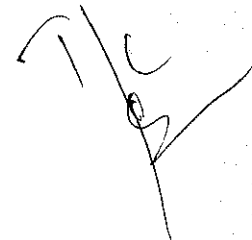
... *Petitioner.*

A N D

M/s. M.C. MODI EDUCATIONAL TRUST,
Represented by its Trustee, Mr. PRAMOOD
MODI.

... *Respondent*

PETITION FILED UNDER SECTION 8 (5)
OF A.P. BUILDING (RENT, LEASE &
EVICTON) ACT - 1960



Filed on : -11-2012.

Filed by : Counsels for Petitioner.

Address for Communication:

GULAM ASGHAR HUSSAIN KHAN,
R.V. BHASKAR, BHUPENDER SINGH,
ADVOCATES,
H. No. 70/71, FIRST FLOOR,
Near Kendriya Vidyalaya, Picket,
SECUNDERABAD - 500 026.

100Rs.



2422 30/5/2002 15127
M.C. - Modi Education Trust
Sof Sec

LEELA G CHIMALGI
STAMP VENDOR
L. No. 13/97 A No 12/2000
5 a-7E/A, Cellar,
Opp: TVS Show Room,
Ranigunj, SEC' BAD-3.

LEASE AGREEMENT

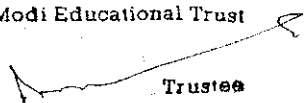
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which term shall mean and include whenever the context may so require its successors-
in-interest.

AND

M. C. Modi Educational Trust, represented by its trustee Mr. Pramod Modi having its
office at 5-187/3 & 4, 3rd Floor, M. G. Road, Secunderabad - 500 003 hereinafter
referred to as the "**LESSOR**", which term shall mean and include whenever the context
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The **LESSOR** is the owner of a portion of premises No. 5-4-187/3 & 4, consisting of land
and upper structure including therein basement and three floor situated at M. G. Road,
Secunderabad - 500 003. The **LESSEE** has requested the **LESSOR** to grant on lease a
portion of the said building on the terms and conditions specified as under.

For M. C. Modi Educational Trust

Trustee

For PELICAN SERVICE


KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the rent hereby reserved and the covenants agreed specified hereunder the **LESSOR** doth hereby grant and the **LESSEE** doth hereby taken on lease a portion of building consisting of about 200 sft of office space, and about 30 sft of godown space, more particularly described at the foot at the foot of this document, on the following terms and conditions.

1. The **LESSEE** shall pay a rent of Rs. 1,440/- (Rupees One Thousand Four Hundred and Fourty Only) per month exclusive of Water & Electricity Consumption charges.
2. The **LESSEE** shall not pay any Security Deposit.
3. The Lease shall be for a period of 3 years, commencing from 1st July 2001
4. This agreement of lease between the said **LESSOR** and the said **LESSEE** can be terminated only by the **LESSEE** with an advance notice of three months, the **LESSOR** shall not terminate this agreement of lease before the expiry of the lease period.
5. The **LESSEE** shall have the option to renew this Lease Agreement subject to the conditions that the renewal shall be for a period of 3 years and an increase in rent by 20% over the prevailing rent, shall be paid to the **LESSOR**.
6. Both the **LESSOR** and the **LESSEE** hereby undertake to execute a regular Lease Deed if and when called upon by either of the parties to do so at any time during the currency of the lease agreement.
7. The expenses of Stamp Duty and Registration charges of the Lease Deed and all other incidental expenses shall be borne by the **LESSEE** in full.

THE LESSEE HEREBY COVENANTS AS UNDER:

1. The **LESSEE** shall pay the rent regularly per each month on or before the 5th day of the succeeding month to the **LESSOR**.
2. The **LESSEE** shall pay and bear the Water & Electricity consumption charges apart from the rent.
3. The **LESSEE** shall keep the demised portion in a neat and habitable condition.
4. The **LESSEE** shall permit the **LESSOR** or anyone authorised by it, to inspect the demised portion at all reasonable hours of the day.
5. The **LESSEE** shall carryout all minor repairs and regular maintenance by way of colour wash etc., at its own cost.
6. The **LESSEE** shall utilize the demised portion for its office and for any other allied business but shall not use the said portion for residence or any illegal activity.
7. The **LESSEE** shall not sub-let any portion of the premises or transfer the rights under this lease in favour of anyone.
8. The **LESSEE** shall pay electricity consumption charges for the said premises.
9. The **LESSEE** shall pay maintenance charges @ Rs.0.40 ps/sft to the **LESSOR** or the association in charge of maintenance of the building, subject to increase from time to time.

For M. C. Modi Educational Trust

Trustee

For PELICAN SERVICE

Proprietor

THE LESSOR HEREBY COVENANTS AS UNDER:

1. The LESSORS agree not to cause any hindrance to the LESSEE in the enjoyment of the demised portion provided the LESSEE observes all the covenants without default as specified above.
2. The LESSORS agree to pay the property tax, water charges and other taxes pertaining to the leased premises.
3. The LESSORS agree to allow the LESSEE to remove the electrical fittings and any other such system that the LESSEE has installed at their own cost at the time of vacating the floor on the expiry of the lease, or on termination of the lease.


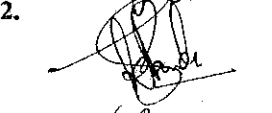
DESCRIPTION OF THE DEMISED PORTION

About 200 sft of office space on the second floor and about 30 sft of godown space on the ground floors forming a portion of the premises bearing No. 5-4-187/3 & 4, consisting of land and superstructure bounded on the:

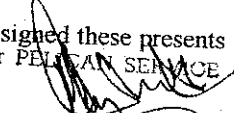
- North By : Premises to belongs to Luharuka & Associates
- South By : Common Passage
- East By : Common Passage
- West By : Office Space leased to Marvel Weavers Ltd.

IN WITNESS WHEREOF the LESSEE and the LESSORS have signed these presents on the date and at the place mentioned above.

WITNESSES:

1. 
2. 
(P. Solomon)

X


For PELICAN SERVICE
LESSEE
For M. C. Modi Educational Trust
Trustee
LESSOR

C. BALAGOPAL

Ameerunnisa Begum
K. Vijayasaradhi
C.V. Chandramouli
Advocates

Door No. 10-2-278, Flat No. 103,
Suresh Harivillu Apts, Road No. 11,
West Marredpally, Secunderabad-26.
Phone : 64570512
Cell : 9441782451, 9246172988

Date: 13.01.2012

To
M/s. Pelican Services
Rep. by Mr. Benedict Ceaser
S/o. M. Phillip, R/o. Plot No.12,
Shameerpet, Secunderabad - 500 014.

Also at:
M/s. Pelican Services
5-4-187/3 &4, II Floor,
Soham Mansion, M. G. Road,
Secunderabad - 500 003.

Under instructions from our client M/s. M. C. Modi Educational Trust Rep. by its Trustee Mr. Pramod Modi having its office at 5-187/3&4, II Floor, MG Road, Secunderabad, I have to address you as follows:

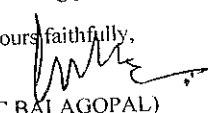
Our client is the owner of a portion a premises bearing No.5-4-187/3&4, consisting of land and upper structure including therein, basement and three floors situated at M. G. Road Secunderabad. You have obtained a portion of office space in the above said premises admeasuring 200 Sq. ft. on the II floor and about 30 Sq ft of godown space on the ground floor on a monthly rent of Rs.1,440/- under a lease agreement dated 1st June 2002. The rent is enhanced from time to time and the present rent is Rs.2,745/-, apart from the rent you have agreed to pay maintenance charges and Service Tax. As per the terms of the lease a period of three years lease was granted in the year 2002 and subsequently not fresh lease deed was entered between you and my client. As no subsisting and valid lease deed between you and our client, the lease is month to month only.

You are very irregular in payment of rent as well as payment of service tax and maintenance charges. You are now due a sum of Rs.11,120/- towards maintenance charges and further sum of Rs.9,967/- towards service tax and a further sum of Rs.9,113/- towards arrears of rent, aggregating a sum of Rs.30,200/-. That a part as you are very irregular in payment of rent and other charges our client is not interested in renewing the lease and instructed me to direct you to vacate the premises under your occupation.

I hereby call upon you to pay the above said sum of Rs.30,200/- towards arrears of rents, maintenance charges and service tax within seven days from the date of the receipt this notice and you are further called upon to vacate and hand over the vacant position of the premises under your occupation with immediate effect to our client. If you fail to comply the above said demands our client will take all such steps which are available under law to indicate it's right holding you liable for all costs and consequences there off.

Thanking you

Yours faithfully,


(C.BALAGOPAL)
Advocate

13/01/2012

GULAM ASGHAR H. KHAN,
B.A., LL.B.

off
H. No. 70/71, First Floor,
Picket, Secunderabad-500 026.

No. 26/RN/BS/01-2012

Date: 21-01-2012

To :

Mr. C. BALAGOPAL,
ADVOCATE,
Door No. 1-2-278, Flat No. 103,
Suresharivillu Apartments,
Road No. 11, West Marredpally,
SECUNDERABAD - 500 026.

Regd. Post with Ack. due

(3)

Ref: Your Legal Notice dated 13.01.2012 issued on behalf of your Client M/s M.C. MODI EDUCATIONAL TRUST, Represented by its Trustee Mr. Promod Modi to my Client M/s. PELICAN SERVICES, Represented by Mr. Benedict Ceaser - Reg.

REPLY NOTICE

My Client M/s Pelican Services, Represented by Mr. Benedict Ceaser received your Notice dated 13.01.2012 on 17.01.2012 personally. The same is placed before me and instructed to reply as follows :-

2. My Client states that all adverse allegations leveled against my Client by your Client are false and denied in toto.
3. In reply to un-numbered paragraph of your Notice, the contents therein are partly true and partly denied as false and baseless and it is true that my Client is tenant of your Client and obtained the portion of office space of the premises stated in the said paragraph on a monthly rent of Rs.1440/- (*exclusive of water & electricity charges*) by virtue of lease dated 01.06.2002, the said Lease is for the

...2/p.



period of three (3) years retrospective effect which commences from 01.07.2001, the rent for the said premises will be enhanced by 20% over the prevailing rent after the expiry of first three years as agreed by your Client and my Client as long as my Client continues in the leased premises, which has been enhanced from time and the present quantum of rent of Rs. 2489/- from the premises under occupation of my Client and my Client is prompt in payment of rents to your Clients and also my Client paid rent for the month of December, 2011 to your Client.

4. In reply to un-numbered paragraph No.2 of your Notice the contents therein are incorrect there ^{to be} ~~it is~~ denied as false and baseless, whereas your Client mis-guided you the real facts and got issued the said Notice to my Client. The matter in fact is that, my Client never due any payment to your Client as alleged under the said paragraph and moreover there is no covenant or agreement in respect of Service Tax for the premises under the occupation of my Client, as such the payment of alleged sum of Rs. 9967=00 does not arise. My Client further states that my Client use to pay sum of Rs. 960/- p.a. @ Rs.80/- per month proportionately towards Janitorial Expenses, Security Charges, Stand-by Plumber, Electrician, Electricity for common lighting, Electricity for Motor Pump till 2006, whereas your Client illegally and high handedly without notice to my Client demolished the Toilets used by my Client and instructed to my Client that not pay any maintenance charges till new Toilets constructed by your Client, but your Client fails to do so event as on today, the payment of alleged sum of Rs. 11,120/- towards maintenance charges does not arise. The alleged sum of Rs. 30,200/- under the Notice is prepared by your Client only on assumptions and not as per the

... 3/p.



Agreement between your Client and my Client, as such the question of the alleged sum of Rs.30,200/- is payable by my Client does not arise. Your Client intentionally stated in the notice that my Client is irregular in payment of Rent and other charges after receiving the rent from Client up to December, 2011, whereas my Client use to pay the rents to your Client through A/c payee Cheque, which can be reflected from the statement of account of your Client's banker, whereas your Client after receiving the rents by making false and baseless allegations that my Client is irregular in paying rents, with a malafide intention to brand him as defaulter and trying to create a ground for his eviction.

Therefore in these circumstances on behalf of my Client I hereby call upon you to advise your Client as not to indulge in any false and litigation without any iota of evidence and moreover my Client is not liable to pay sum of Rs.30,200/- as falsely alleged by your Client, despite the same if your Client indulges or initiate any litigation my Client will defend the same at your Client's Cost and hold him liable for all costs and consequences arising thereof.


(GULAM ASGHAR HUSSAIN KHAN)
ADVOCATE

Copy: Spare for record.

भारतीय डाक



ROAD NEHRUNGAR SO (500026)
A RNO17148022IN
Counter No:1, OF-Code:7
To: C BALAGOPH,
WEST MARREDPALLY, PIN:500026

Wt: 15 grams,
Amt: 25.00, 23/01/2012, 10:53
<>

(4)

भारतीय डाक विभाग
DEPARTMENT OF POSTS - INDIA
प्राप्ति स्वीकृति / ACKNOWLEDGEMENT

रजिस्ट्री पत्र / पार्सल प्राप्त हुआ
Received Registered Letter / Parcel /

क्रमांक / No	तारीख / Dated	का / of
--------------	---------------	---------

* नाम का मूल्य रुपये में
* Insured for Rupees. **Rs. 1000**

पाने वाले
Addressed to: **MV C. B. Rao (Advocate)**
Door No. 1-2-278, PWD No. 103
Sardarkhully, Apartment
Road No. 11, West Marredpally
Secunderabad - 500026

विलम्ब डाकघर का प्रमाण - मोहर
Date Stamp of office of delivery

हस्ताक्षर और नाम - Signature and

21/01/12

(5)

* अनावश्यक को काट दिया जाए
* Strike out if not relevant

(10)

कनरा बैंक



एम.जी. रोड, सिकंदराबाद - 500003
M.G. Road, Secunderabad - 500003
2011 MCHAI IFSC: CNRB0000616

CBS BRANCH

चा खा | CA
218 | 09 | 20 | 12
D D M M Y Y Y Y

Pay M.C. Modi School Trust

या धारक को Or Bearer

Rupees रुपये Two thousand four hundred and Eighty Nine only

अदा करें ₹ 2489=00

खा. सं. / A/c. No. 0616201001237--

For Payment Service

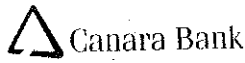
Holder
Please sign above

① 24275 5000 50 66

11

⑦

कनरा बैंक



एम.जी. रोड, सिकंदराबाद - 500 003
M.G. Road, Secunderabad - 500 003

चा खा | CA

दिनांक Date 31/10/2012

Pay M.C. Modi School Trust

या धारक को or Bearer

रुपये Rupees Two thousand four hundred and Eighty Nine only
अदा करें

₹. 2489=00

खा सं. / A/c No.

0616201001237

2008 MCHP

CNRB0000616

② 797027 5000 50 66

11

For Payment Service

Holder

DEPARTMENT OF POSTS
a-MO (Payment)

Message
RENT FOR THE MONTH OF OCT-2012

AMO No. 00024612119808433 dated 08/11/2012 at Secunderabad lps for Rs.4978/-
Redirected from Secunderabad lps with reason REFUSED

Handwritten notes: 5/10/12, 10/11/12, 14/11





OK

GULAM ASGHAR HUSSAIN KHAN,

B.A., LL.B.

H. No. 70/71, First Floor,
Picket, Secunderabad-500 026.

Cell: 9885168233, 9963922395.

Ref. No. LN/235/MCMET/11-12,

Date: 15/11/2012

To :

M/s M.C. MODI EDUCATIONAL TRUST,
Represented by its Trustee Mr. Pramood Modi,
Office at 5-4-187/3 & 4, Second Floor, Soham Mansion,
Karbala Maidan, M. G. Road, Secunderabad – 500 003.

⑨

LEGAL NOTICE

Under the instruction of my Client M/s. PELICAN SERVICES,
Represented by its Proprietor, Mr. BENEDICT CEASER, R/o Plot No.12,
Shameerpet, Secunderabad – 500 078 and office at 5-4-187/3 & 4, Second Floor,
Soham Mansion, Karbala Maidan, M. G. Road, Secunderabad – 500 078, do
hereby address you and give the notice as under :

2. That my Client states that, my client is a tenant of your educational trust.
Obtained a portion of space of 200 Sq.ft on second floor, and about 30 Sft. on the
ground floor of Soham Mansion, M. G. Road, Secunderabad, by virtue of lease
dated 01.06.2002 and enjoying the said premises as tenant by paying the agreed
rent between you and my client without committing any sort of default for the
premises under the occupation of my client ever since 2002.

Contd...2/p.

Asghar



GULAM ASGHAR HUSSAIN KHAN,
B.A., LL.B.

H. No. 70/71, First Floor,
Picket, Secunderabad-500 026.

- : 2 : -

3. That my Client further states that, my client is very prompt in payment of rent and also adhered to the covenants as stipulated under the lease dated 01.06.2002. My Client is also honoring all the commitments / covenants under the lease stated above. My Client use to pay the monthly rent through account payee cheque to your educational trust as agreed between you and my client ever since 01.06.2002, initially the rent for the premises obtained by my client from you is sum of Rs.1440/- which has been enhanced from time to time and the present quantum of rent for the premises under the occupation of my client is sum of Rs.2489/- my client also tendered the rents through account payee cheque to you till August, 2012 which has been realized / enchased by your trust. Thereafter with a malafide intention to brand my client as defaulter your trust refused to accept the cheque bearing Nos. 124275 dated 29.09.2012 for a sum of Rs. 2489/- and 797027 dated 31.10.2012 for a sum of Rs. 2489/- rents for the period of September, October, 2012. Thereafter my client was constrained to sends the sum of Rs. 4978/- through Money Order (eMO) No. 00246121108080833 dated 08.11.2012 rents for the period stated above, for which also you malafidely refused to accept the same, as such you deliberately / intentionally refuse to accept the rents as tendered legally by my client.

Contd...3/p.



GULAM ASGHAR HUSSAIN KHAN,
B.A., LL.B.

H. No. 70/71, First Floor,
Picket, Secunderabad-500 026.

-- 3 --

4. My Client further states that, my client is a statutory tenant in respect of the premises obtained by him and enjoying the same ever since 2002 whereas your trust inducted my client as a tenant for the premises stated supra which has been renewed from time to time and also you accepting the enhanced rents paying my client for the premises under his use and occupation, as such you have no right to refuse the rents as tendered by my client.

Therefore in these circumstances I hereby called upon you to specify the account number of your educational trust, so that my client will remit the rents in your account within a week from the date of receipt of this notice under writing, failing which my client will approach to the appropriate legal forum and takes all necessary steps available under law to protect his interest and further take all necessary measures to deposit the admitted rents in the Court of Law, failing which my client will hold you liable and responsible for all costs and consequences arising thereof.


GULAM ASGHAR HUSSAIN KHAN,
ADVOCATE

Printed By Sri Srinivasa At Printers, 68022112

भारतीय डाक



SEELANDERABAD HQ (680003)

EH1147 0309 10 LN

Counter No: JCP-Code: 997

To: M.C. MODI EDUCATIONAL TRUST

SEELANDERABAD, PIN: 680003

From: S.A.H. KHAN, ADVOCATE, SEELAND 26

MuzDgrams.

Amt: ₹28.00 (L Fee: ₹4.00) - 15/11/2012 10:09

Taxes: ₹5.30 << Track on: www.indiapost.gov.in >>

10

आर.पी.
R.P. 54

भारतीय डाक विभाग

DEPARTMENT OF POSTS - INDIA

प्राप्ति स्वीकृति / ACKNOWLEDGEMENT

SP-Pony

रजिस्ट्री-पत्र / पार्सल प्राप्त हुआ

Received Registered Letter / Parcel /

क्रमांक / No

तारीख / Dated 16/11/12 का / of

* बीमा का मूल्य रुपये में

* Insured for Rupees

पाने वाले

Addressed to

M/S. M.C. Modi Educational Trust, 5-4-187/3, M.G. Road, Seelamandal-003.

को / on

वितरण-डाकघर की तारीख - मोहर
Date Stamp of office of delivery

हस्ताक्षर और नाम / Signature and Name



* अनावश्यक को काट दिया जाए
* Strike out if not relevant

11

Form No. 7 List of Documents (Rule 9, 10 and 62)

(Under Order VII R 14 or Order XIII R.1. of the Code of Civil Procedure)

In the Court of the Hon'ble Jst Ameer Controlling Secy

AT City Civil Court Sec 64

Re No. _____ of 2012

Between :

M/S Pehar Service

Plaintiff
Petitioner

Appellant
Complainant

AND

M/S M.C. Modi Educational Trust

Defendent
Respondent

Accused

List of Document Filed by

Petitioner

S. No.	Date if any of Document in Vernacular and in English	Parties to the Document	Description of the Document
(1)	01.08.2002	Petitioner/Respondent	Xerox copy of Clearance of 6/6/2012
(2)	03.01.2012	"	Legal notice of 31/1/2012
(3)	21.01.2012	"	etc. of reply notice
(4)	23.01.2012	"	of 21/1/2012
(5)	20.1.2012	"	original postal receipt
(6)	29.09.2012	" "	Ackdual card.
(7)	31.10.2012	" "	original cheque Bonga no 124225 of 28/9/2012
(8)	8/11/2012	" "	original cheque Bonga no 0797827 of 31/10/2012
(9)	15/11/2012	" "	emo receipt no 002461212 - 680833 of 8/11/2012.
(10)	16-11-2012	" "	etc legal notice of 15/11/12
(11)	20-11-2012	" "	original postal receipt of 16/11/2012
(12)		" "	Ackdual card of 28/11/12
			copy of Bank statement.

Dated this the 28 day of 11 2012

ADVOCATE FOR petitioner

In the Court of the Hon'ble Mr. Justice
Neel Kumar Singh Seema
AT Ujjain Ujjain
No. _____ of 2012

Between :
Mrs. Pooja Kumar Plaintiff
Petitioner
Appellant
Complainant

AND

Mrs. M. C. Singh Defendant
Respondent
Accused

LIST OF DOCUMENTS

Filed on: 28/11/2012

Filed by: M. N. Singh

Address for Service:

Mrs. Gulam Ashraf Hussain
K. C. B.
A. Wode

0/0 704 71 187/1000
P. K. R. S. S. S.

K. RAMULU
STAMPS & STATIONERY
R.R. Dist. Court. Cell : 9440425834

M.C. MODI EDUCATIONAL TRUST

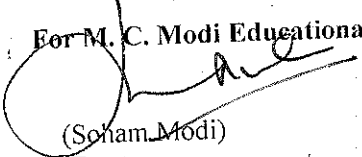
5-4-187/3 & 4, IInd Floor, Soham Mansion, M.G. Road, Secunderabad – 500003
Phone: +91-40-66335551, Fax: 040-27544058

TO WHOM SO EVER IT MAY CONCERN

I hereby authorize **Mr. L. Ramacharyulu**, S/o. Late L. Raghavendra Rao, R/o. Hyderabad, who is our trust's Legal Officer to attend/appear before Hon'ble Court and to produce necessary documents with regard to evidence on behalf of M. C. Modi Educational Trust at City Civil Court, Secunderabad.

Date: 19.01.2012

Place: Secunderabad.

For M. C. Modi Educational Trust

(Soham Modi)
Trustee

Pelican Service Cash

Please avail Nomination Facility
Indian Overseas Bank
MARREDPALLY BRANCH

Date: 17/01/2012

Type of Account : Savings Bank

Account No. 1033010000222

Name : FIRST ADDL. CHIEF JUDGE CIVIL
COURT, SECUNDERABAD.

Rupees (in words)

Three
five hundred & Ninty two
only.

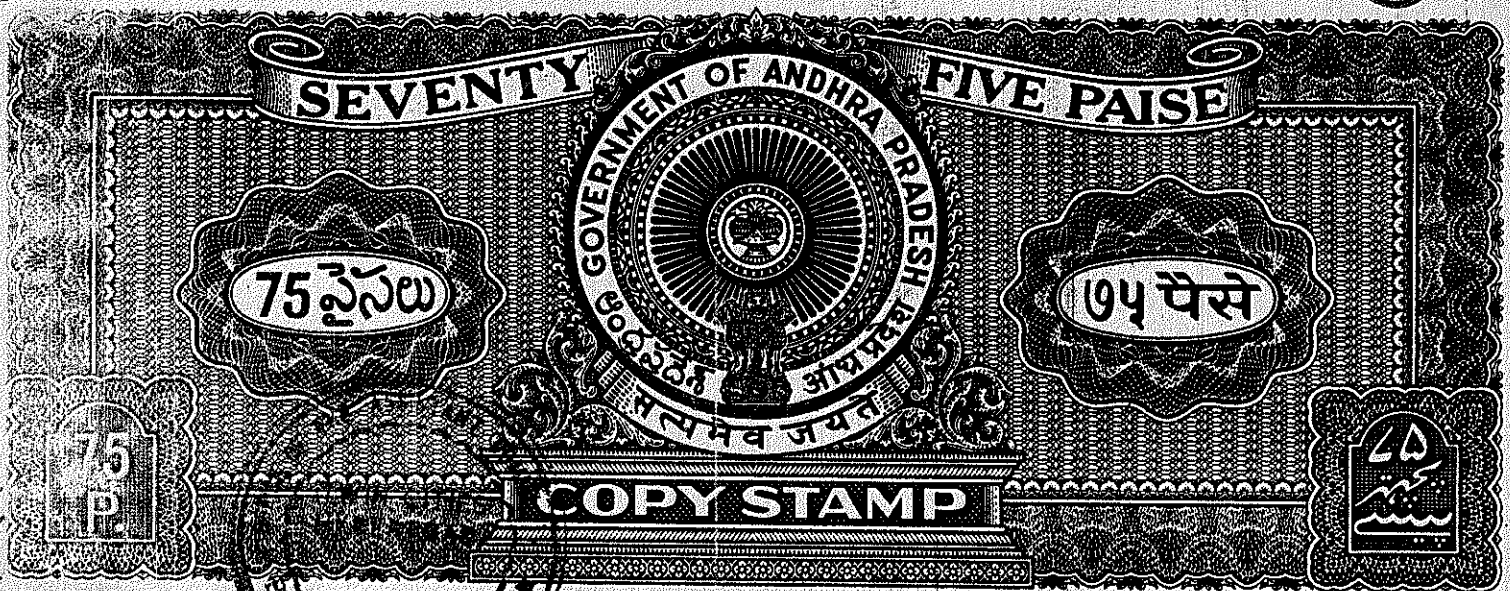
Rs. 3592/-

Stamp.

Cashier/Clerk

Officer

INDIAN OVERSEAS BANK
MARREDPALLY BRANCH
17 JAN 2012
CASH

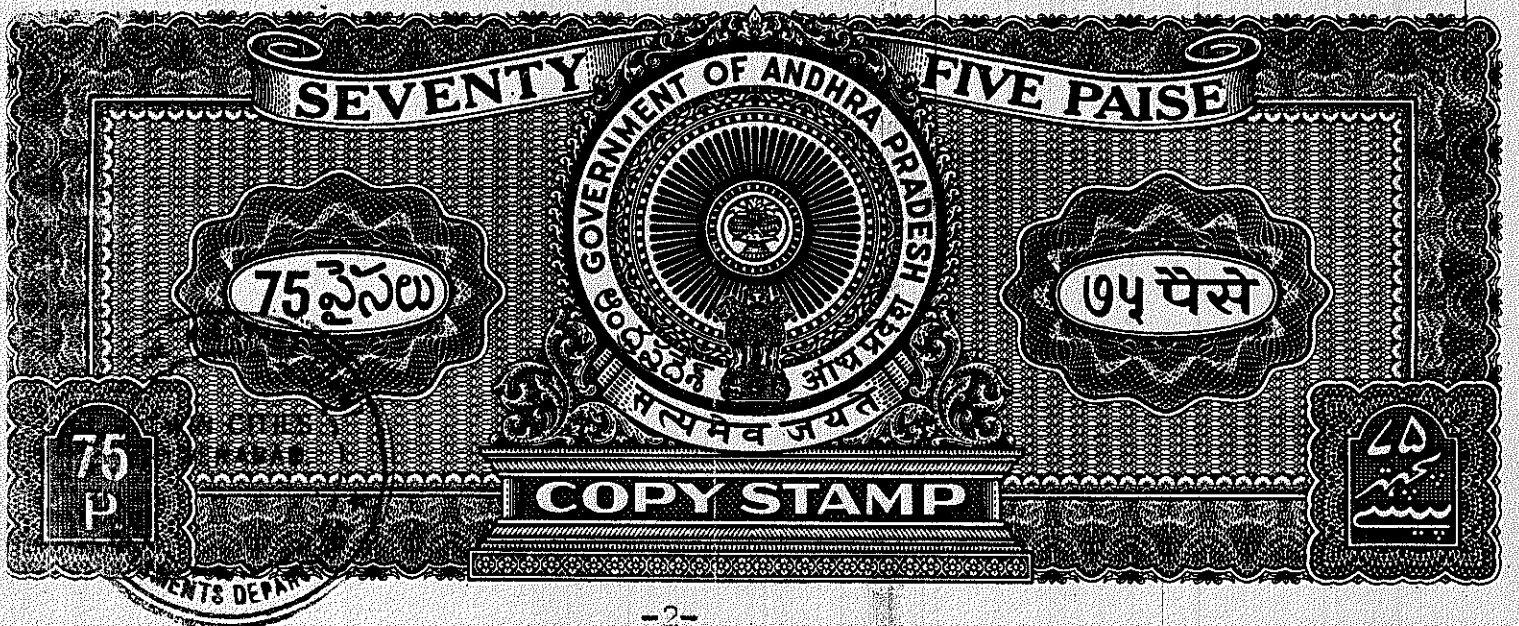


THE TRUSTE DEED.

This Indenture made this 15th-Day of November One Thousand
 Ninehundred and fifty five BETWEEN Shri. Manilal Chhaganlal Kopy,
 of Secunderabad, (Deccan) Hindu inhabitant, hereinafter called
 "THE SETTLOR" (which expression shall unless repugnant of the
 context or meaning there of include his heirs, executors, and
 administrators) of the one part and The said, Sri Manilal Chaganlal
 Modi, Shri Shimanlal Chhaganlal Modi, both of secunderabad (Decc an)
 Hindu inhabitants, and Shri. Oshhavlal Madanlal Parikh of Bombay,
 Hindu Inhabitant, hereinafter called "TRUSTEES" (which expression
 shall unless repugnant to the context of meaning ther of include the
 survivors or survivor of them and the trustees or trustee for the
 time being of these presents and the heirs executors and administr-
 ators of the last sole surviving trustee) of the pather part Whereas
 the settlor is the absolute owner of the sum of Rs. 40,000/- in cash
 and whereas the said sum of philanthropic motive is desirous of
 settling the said sum of Rs. 40,000/- up to the trusts for advancing
 the cause of Education for those who are originally y the inhabitants
 of Balasomer TALUKA and for those who are ordinally residing at
 Secunderabad (Deccan) and Hyderabad (Deccan) AND WHEREAS THE
 settlor has already set aside a sum has Rs. 40,000/- (Rupees Forty
 thousand only) AND WHEREAS THE SETTLOR has requested the Trustee

A

p.t.o.

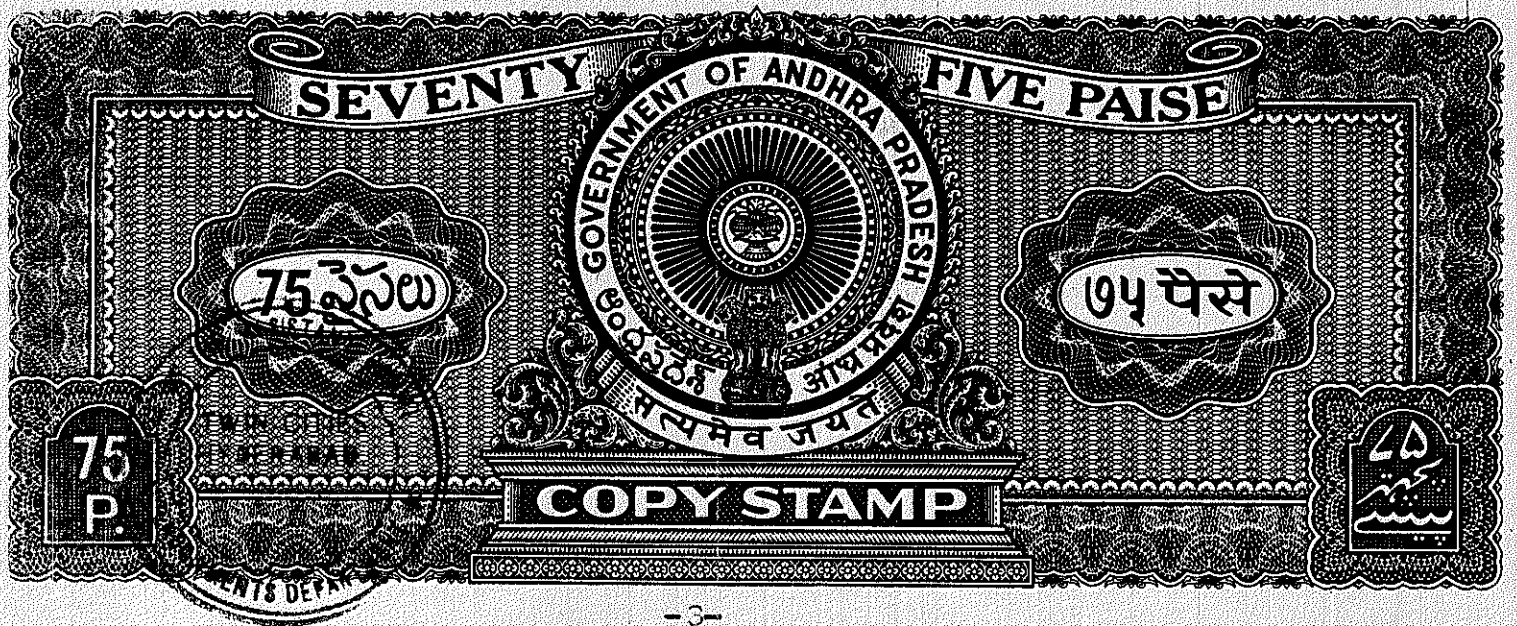


-2-

to be the First Trustee of these presents along with him AND WHEREAS it was agreed by the trustees that the sum of so donated the settler and the donation contributions, and things which may be received hereafter called for the said educational trust and subject to the powers provisions and declarations contained in the instrument of trusts, draft of which was placed before the said trustees (which in fact was a draft these presents) AND WHEREAS that for effectuating the afore said desire of the settlor and in consideration of the promises the settlor doth hereby handover and transfer in to the Trustees the said sum of Rs. 40,000/- (Rupees Forty Thousand only) (the receipt where of the trustees do each of them doth hereby admit and acknowledge and from the same and every part there of acquit and release the settlor) upon trusts and with powers and authority and subject to the agreement and provisions hereinafter expressed and contained and Trustees do and each of them doth agree and declare as follow.

1. That the Trustees shall hold the said sum amounting to Rs. 40,000/- and all sums, properties articles, and things which hereafter be given to or received by them as donations, contributions, gifts or otherwise howsoever (all which are hereinafter included in the expression "TRUST FUND") and all interest, profit or income arising therefrom upon trusts and subject to the agreements provision

&



-3-

hereinafter expressed and contained and trustees do and each of them doth agree and declare as follows.

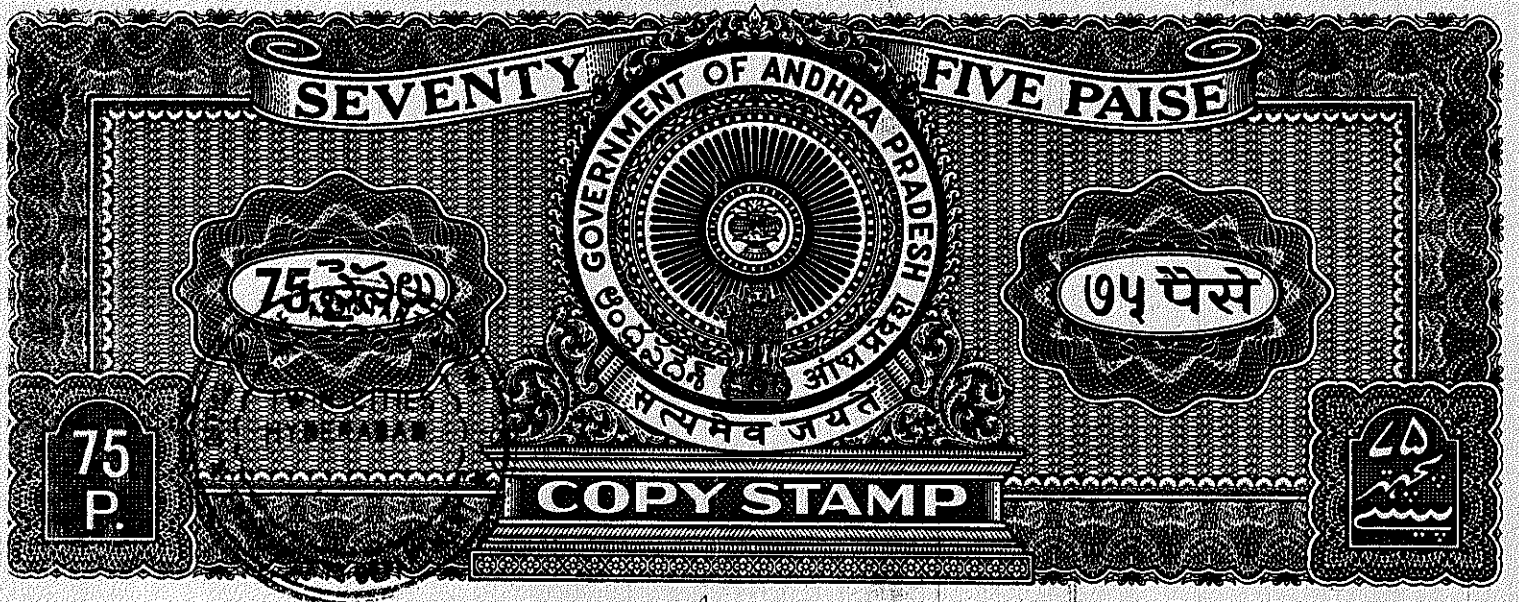
1. That the trustees shall hold the said sum amounting to Rs. 40,000/- and all sums, properties, articles, and things which hereafter be given to or received by them as donations, contributions, gifts or otherwise howsoever (all which are hereinafter included in the expression "TRUST FUND") and all interest, profit or income arising therefrom upon Trusts and subject to the agreements provision and declarations hereinafter contained.

2. The trust shall stand possessed of the trust fund and all interest profit or income arising therefrom or accruing due thereon and to apply the same or such part thereof they may be in their absolute discretion think fit PROVIDED THAT

x. (a) In no Circumstances more than 12½% of the income, interest, revenue or rent accruing from the trust fund shall be utilised for the intention and purpose of these presents for those who ordinarily residing at secunderabad (Deccan) and Hyderabad.

(b) The rest of the so utilised income, interest, revenue or rent accruing from the trust fund after being applied as mentioned in para (a) above shall be applied for the intention and purpose of these presents in favour of those who are originally the inhabitants of Palasinor Taluka wherever they may be residing and being educated.

E



-4-

(c) In no case, the whole or part of the Trust Fund can be applied or utilised for the intention and purpose of the se presents for those who are oridnatily residing at secunderabad (deccar and Hyderabad (decan) and the said part or the whole of the trust Fund can only ne utilised wherever and whenever the trustees may deem fit and proper for the intention and purposes of these prese nt in favour of those who are originally the inhabitants of Balasinor Taluka wherever they may be residing and being educated.

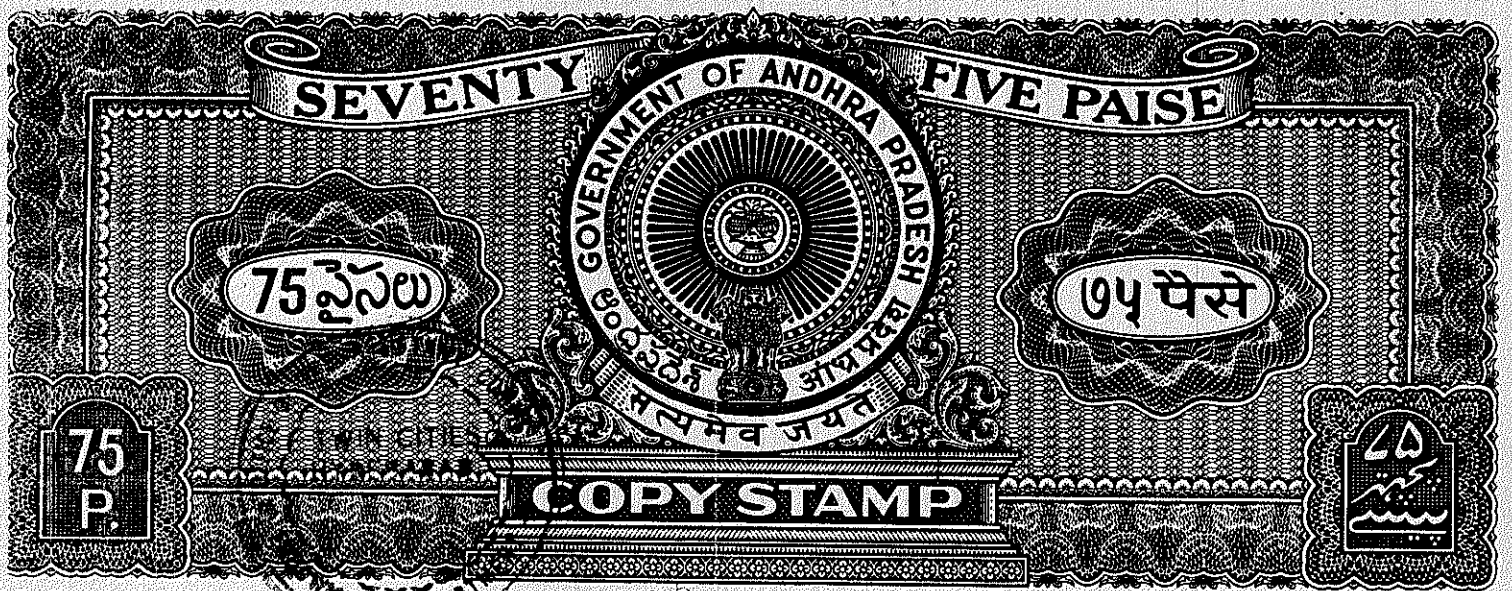
4. The Trustees shall be at liberty

(a) To Conduct the trust either themselves or in Co.Operation with any other institution having allied or kindered objects and on su such terms and conditions as the trustees may in the absolute discr- etion think fit.

(b) to take over the management and administration of institution or turst having allied or kindered objects upon such terms and conditions as the trustees may in thier absolute discretion think fit.

(c) to jin and amalgamate the trusts of these presents with any institution or trust having allied or kindered objects upon such terms and conditions as the trustees may in thier absolute discretion think fit and may take over the funds and estate of such other institution or trust.

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(d) For any of the purposes to nominate such one or more of them to represent them on the board of trustees or the Managers the trust or amalgamto or to take along with them as additional trustees representative of such trust or institution as may so join Co-operative or amalgamto themselves with these presents.

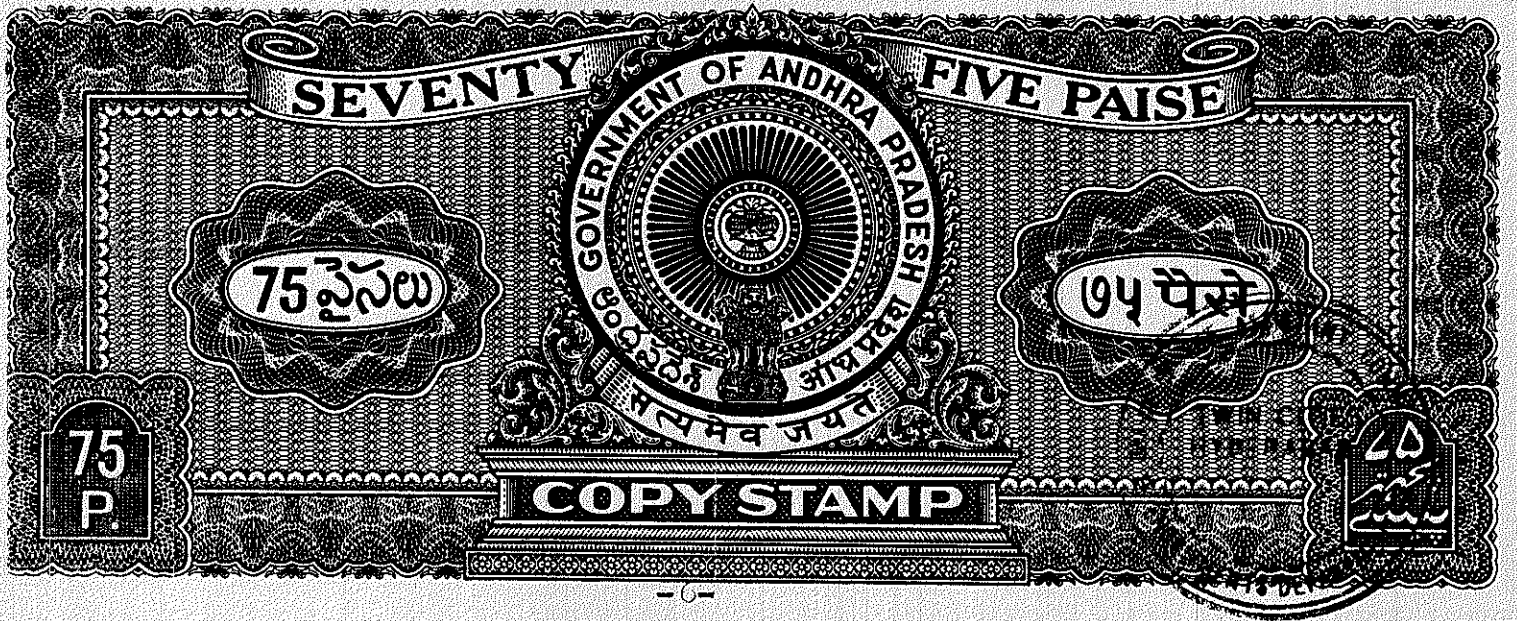
(e) at any time and from to time to do all things acts, and deeds which any promote or improve or that which may help the advancement of the Education.

5. The Trustees may at any time invite and receive or without any such invitation receive any contributions, donations in the shape of money articles and things or land and buildings contributions legacy or otherwise for the benefit and advance of the objects.

6. The Trustees all give benefit of this trust without the distinction of class, caste creed or sex.

7. The Trustees shall have the power to mortgage or charge the trust fund or any part thereof to secure the repayment of any sum of money which the trustees may (as they are hereby authorized to do) borrow on such security with or subject to such power of the same and other provisions as the trustees shall think fit, nevertheless subject to the provision that the property or money arising out of any such sale and/or exchange shall be deemed to be the part of the trust fund and shall be applied for all intents and purposes subject to the trust of these

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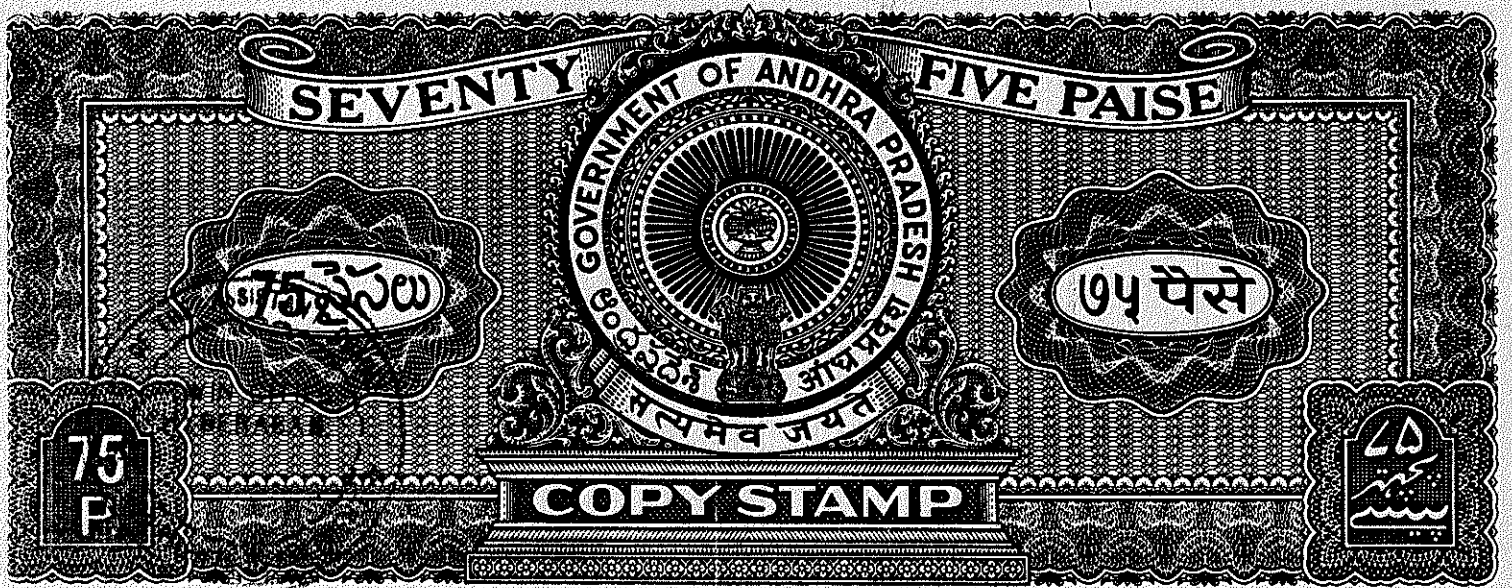
presents.

8. The trustees may at any time employ Architects, Engineer's Advocates, Attorneys, Secretaries, Treasures, Supervisor's, Auditors and clerks and servants as the Trustees may deem expedient for for the purpose and intents of these trusts or for any other purpose connected with the trusts of thses presents and any ay thier salaries fees and charges and any at any time releve or remove any such officer or servant.

9. The trustees shall invest the trust Fund in some one or more o f the investments specified in or authorised by the Indian Trust Act (II of 18/32 1882)

10. The Trustees may from time to time set apart any part or parts of the trust fund and accumulate the same and the resulting income thereof in investments hereby authorised as a Sinking Fund with a view to its being applied as and when the Trustees shall think fit for the in ants and purposed of these presents any of them.

11. The administration of the trust hereby created and declared and the entire regulation and the management of the trust fund and the income, interest revenue rent and profits thereof and all other if any property for the time being subject to these presents whether capital or income shall be in the uncontrolled discretion of the trustee.



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12. The trustees may authorise and appoint any one among them as Honorary and to administer the Trust under their supervision.

13. The trustees will be at liberty to frame any scheme and lay down rules and regulations in respect of the administration of the trust.

14. In the absence of any scheme framed by the trustees the trustees shall adopt and follow the following procedure.

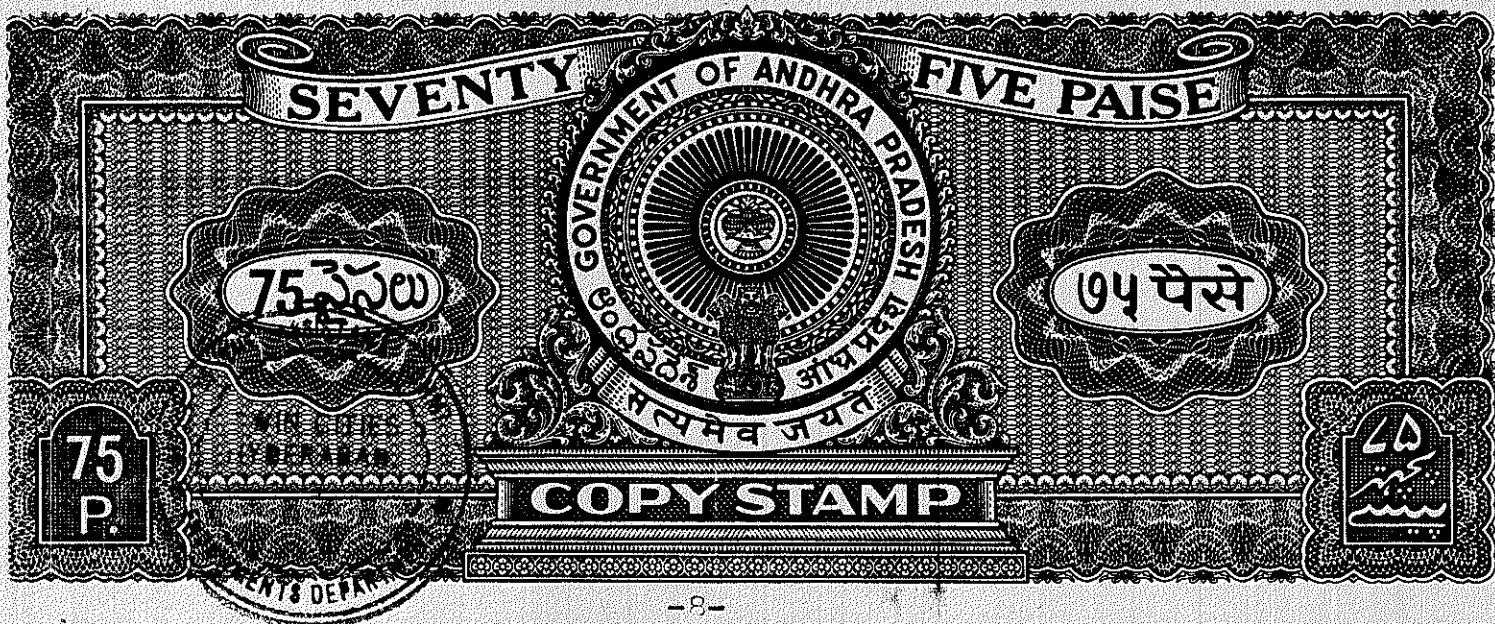
(a) That in the beginning of the every academic year the Hon. Secretary shall invite applications from the deserving students who are entitled to the benefits of these trust and shall out of such applications choose and select with the approval of the trustees such member of the students as they may decide from time to time for the benefit of the income of the trust fund in confirmation of the terms and conditions laid down in para (3) a hereabove.

(b) The trustees shall either make lump sum payment or payment by such instalments as they may deem to such selected students.

15. The Trustees shall be entitled to deduct from the income of the trust fund the expenses incurred for the administration of the trust.

16. The trustees may from to time open and maintain banking accounts or account at such Bank or Banks as they may from time to time decide in the name of shri . MANILAL CHANEGANLAL EDUCATIONAL TRUST AND may at any time pay or cause to be paid any moneys forming part of the trust fund (including any sinking Fund as stated in para 10 aforesaid) to

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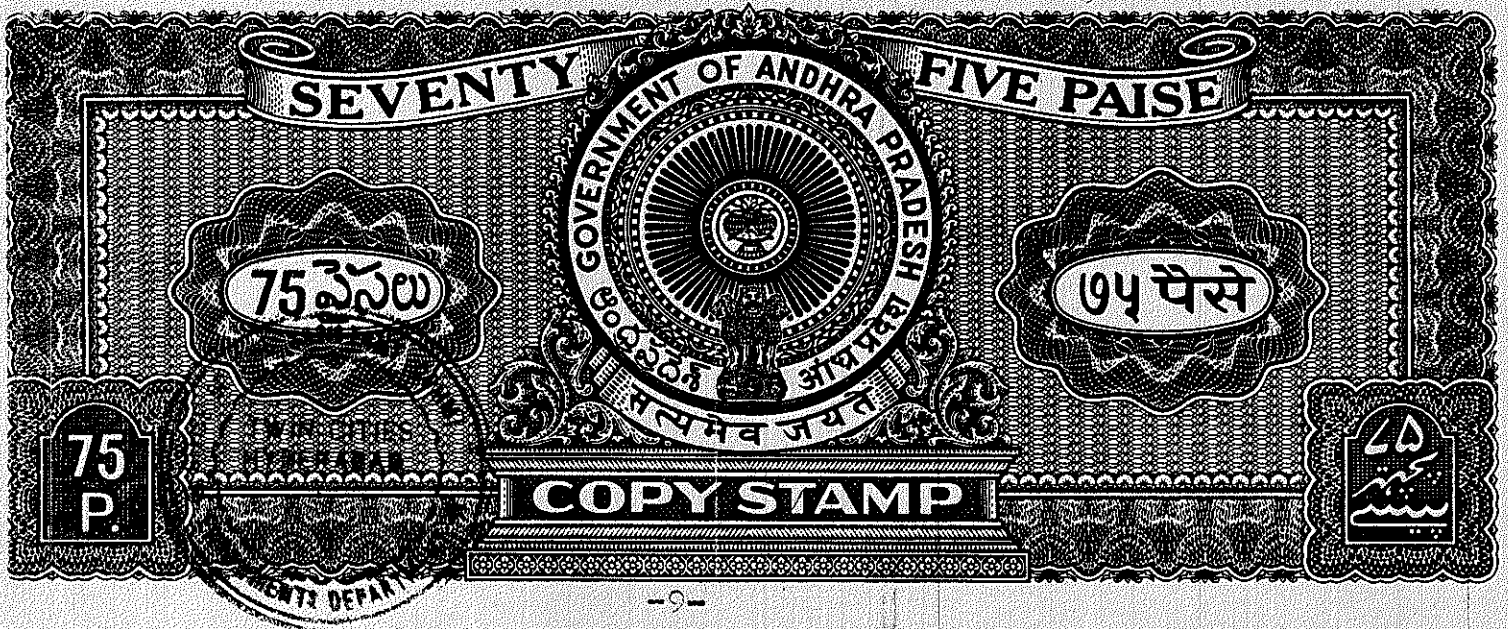
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the credit of the said account or place or caused to be placed the same on deposit with any bank or broker and the trustee may keep the securities into which the trust money may for the time being be invested and the title deed of any immovable property if any forming part of the trust funds and trust property in the safe custody of any bank or banks and may authorise such bank or Banks to recover the interest and dividend in such security and to credit the same to the account so opened or/and maintained in the name of SHREE MANILAL CHHAGANLAL MODY EDUCATION TRUST. The Trustees may with their written consent from time to time authorise any two of them to operate upon such account or accounts on behalf of all of them and on behalf of the said trust.

17. Proper accounts showing receipts and disbursements had and made on account of the trust hereby constituted shall be kept by the trustee trustees. Such accounts shall be got duly audited with all necessary vouchers once atleast in every year by such Auditor or Auditors as the trustees may fix and pay the remuneration of such Auditor or Auditors.

18. During the lifetime of the settlor the said shri Manilal Chhaganlal Mody shall preside at all meetings of the Trustees. In his absence or if he is unwilling to preside at any shall appoint any of them to preside over such meetings or meeting. A written record of the minutes of the meetings shall be maintained by the Hon. secretary of the trust.

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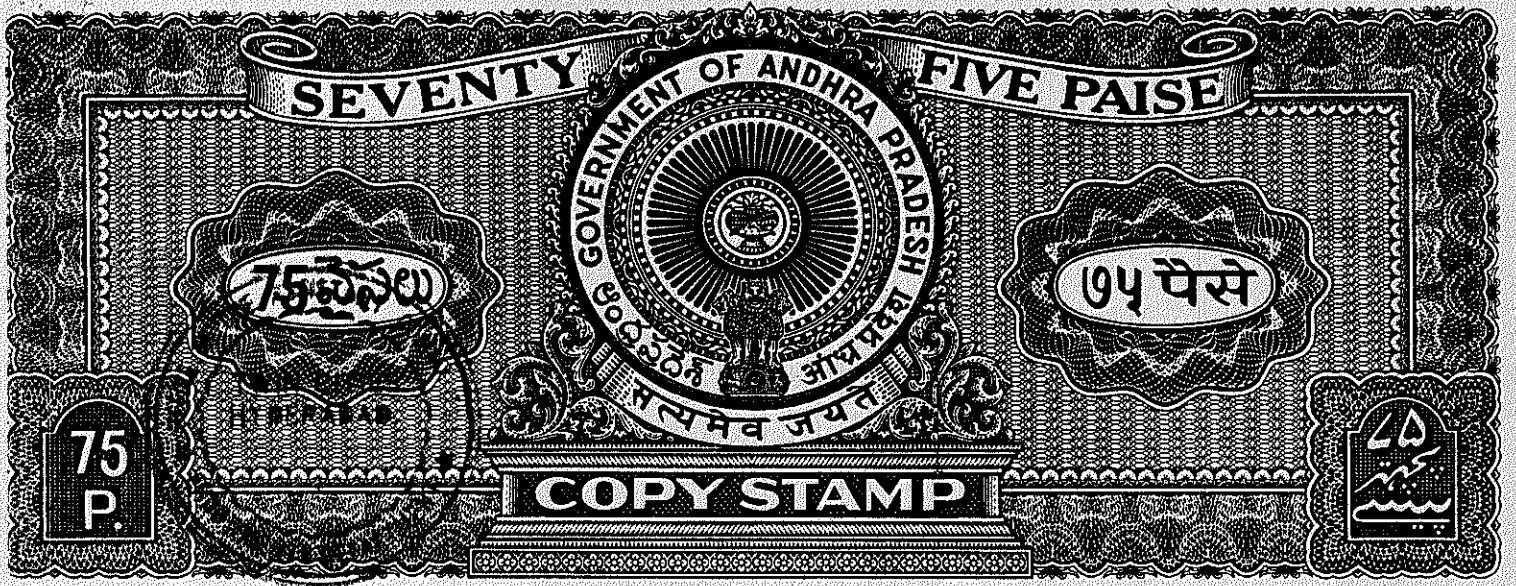
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19. The number of the trustees shall not be less than three provided the eldest son of the said Shri Manilal Chhaganlal Mody shall become trustee in the event of a vacancy occurring on account of the trust in the event of a vacancy occurring on account of the said Shri Manilal Chhaganlal Mody dying or desiring to be discharged from or refusing or becoming incapable or unfit to act as the trustee.

10. If and so often as any of the trustees of these presents appointed hereunder or by a court of competent jurisdiction shall die or desire to be discharged from or become incapable or unfit to act in the trusts of these presents or in absent from India for more than twelve calendar months continuously the surviving or continuing trustee or trustees as the case may be for the time being these presents or the personal representative or representatives of the last surviving trustee may and whenever the number of the trustees of these presents shall be reduced to less than three shall appoint new trustee or new trustees in the place of the trustees or trustee so dying or desiring to be discharged or refusing or neglecting or becoming incapable or unfit to act or being absent from India for more than twelve calendar months continuously as aforesaid and upon every such appointment the trust fund or trust property shall be transferred to or vested in the new trustee or new trustees as the case may be.

All this present power shall be additional and shall not ~~presently~~

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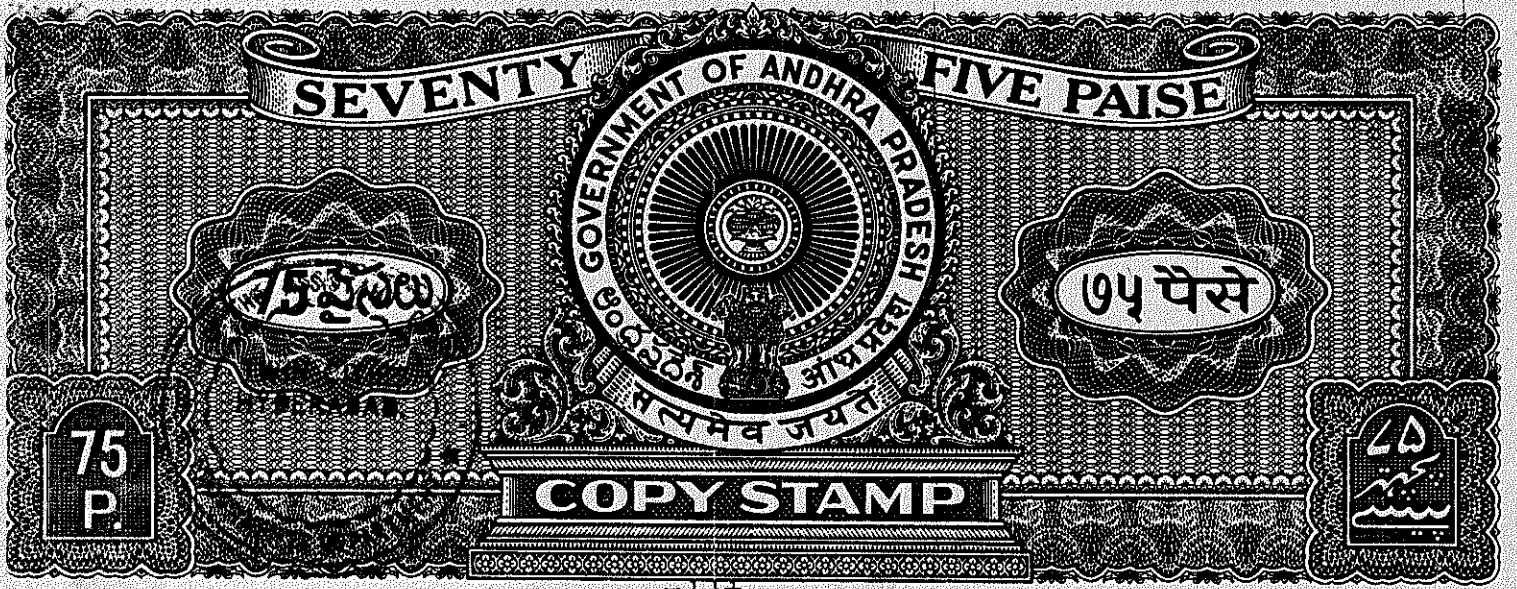
- 10 -

prevent execution or exercise of any of these statutory powers to
appoint new trustees for the time being in force .

21. If at any time either before or after a vacancy shall occur into
number of trustees hereby appointed the trustee or additional trustee
one of these presents it shall be lawful for them to appoint any one
person or persons whom they may elect to be such additional trustee
or trustees and on every such appointment the trust fund and trust
or property as soon as circumstances will conveniently admit to be
transferred to or vested in the trustee or trustees for the time
being but it shall not be necessary or incumbent upon the trustee
or trustees for the time being to procure the trust fund or trust
property to be so transferred to or vested in them or until number
of trustee s qualified and competent to act under these presents
shall not be reduced to three but every trustee so appointed may
as well before or after the trustee ~~so appointed~~ fund or trust
property shall have been so transferred or vested in him or them,
execute or all the trust powers and discretions under these presents
and in all respects in the same manner as if he or they had been
hereby constituted a trustee.

22. If the trustees think that due to any reasons the meeting of the
trustees is not possible, a circular may be issued containing therein
the work to be done or the resolution to be passed which, if, signed

[Handwritten signature]



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by all the trustees who may be in India accepting the matter or matters stated therein, the same will be treated as passed by the meeting duly convened.

23. The trustees shall have full power to compromise or compound all actions, suits and other proceedings and all differences and claims or demands and to refer the same to arbitration and to adjust, settle and approve all accounts relating to the trust fund and trust property and any of them or any part thereof and to do all other things in respect of the same and the income, interest, revenue or rent accruing out of application of such trust fund or property and such and all other things or acts relating thereto as fully and effectually as if they were absolutely entitled to the trust fund and the trust property and without being liable for any loss or damage occasioned thereby.

Manilal G. Modi

Dt. 16.11.55

In Witness:

1. Kunchhalal Bhkhalal Modi,

Dt. 16.11.55.

2. Vraukhalal H. Shah

Dt. 16.11.55.

// True Copy //

13/11/55

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Asst. Commr 15/11/55

ASST. COMMISSIONER,
Superintendent of ENCUMBRMENTS DEPT
TWIN CITIES - HYDERABAD

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I, MANILAL C. MODI, S/o. CHEGANLAL MODI staying at Penderghast - Road, Secunderabad (A.P.) direct as under:

2. I hereby expressly revoke all my previous Wills and Codicils - thereto. I state this to be my last Will and Testament.
3. I hereby appoint my two sons Pramod and Satish as Executors and Trustees of this Will.
4. I have various assets, which I own absolutely.
5. My family consists of three sons, Pravin, Pramod and Satish. I have four daughters, Manjula, Indumati, Vasanta and Kokila. Whatever I wanted to give to them, I have given to them from time to time. As a token of my - love and affection for them I have provided to them specific bequests in clause (8) below. I do not wish to provide anything more for them.
6. I have already taken three Life Insurance Policies from Life - Insurance Corporation of India under the provision of Married Woman's Property Act for the benefit of my three sons Pravin, Pramod and Satish. On my death they respectively will be receiving amounts under these - policies. In view of this, I charge my three sons with the responsibility of paying the estate duty payable on my estate. The estate duty will not be paid from my other assets and will be paid by my three sons.
7. After my death, the Executors should take possession of all my - assets moveable or immoveable wherever situate. From and out of the same they should pay my liabilities and debts and taxes on income but not - estate duty. The balance of assets and properties and assets I hereby - devise, bequeath and settle as hereunder provided.
8. I give and bequeath absolutely a sum of Rs. 10,000/- (Rupees ten thousand) to be paid to each of my four married daughters namely Smt. Manjula Kadakia, Smt. Indumati Parikh, Smt. Vasanta Desai and Smt. Kokila - Kadakia.
9. My estate mainly consists of advances for purchase of immove- -able properties, viz: one at Nampally and other known as Kamal Yar Jung Devidi, both in Hyderabad (A.P.) Both these properties are under litigation.
10. I give and bequeath absolutely a sum of Rs. 70,000/- (Rupees - seventy thousand) to each of the undermentioned persons: (a) my grand- daughter Jaishree (daughter of Pravin), (b) my grand-daughter Supreti - (daughter of Pravin), (c) my grandson Ashish (son of Pramod) and (d) my grand-daughter Shreya (daughter of Pramod).

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11. I give devise and bequeath the rest and residue of my estate whatsoever and wheresoever situated and in whatever form the same may be and in whatever capacity I may be entitled to claim or receive the same including my interest in or in relation to the said two immovable properties situate at Hyderabad(A.P.)(which are under litigation and which are not likely to be resolved in the foreseeable future) - i.e. subject to all its risks and responsibilities as also the benefits, if any, on the undermentioned Trust and direct the Trustee "my son Satish" to hold the same upon the trust and with the objects and for the purpose set out in this clause. This trust shall be called "M.C. MODI DISCRETIONARY TRUST".

(A) Till the time of distribution of the corpus of the said Trust referred to in sub-clause (B) or (C) hereunder, to pay the net income of the estate of the said Trust to or divide the net income of the said Trust between all or any of the following who may be in existence on the date of my death, in such manner and in such shares, proportions or amounts as the Trustee/s may deem it fit and proper.

- I) My daughters, namely: (a) Manjula Kadakia, (b) Indumati Parikh, (c) Vasanta Desai and (d) Kokila Kadakia.
- II) My daughter-in-laws, namely: (a) Kusum Modi, (b) Usha Modi, (c) Tarulata Modi and (d) Pallavi Kiran Modi.
- III) My grand-child or children, that is child or children of my sons: (a) Pramod and (b) Pravin and (c) Satish.
- IV) My grand child or children, that is, child or children of my daughters (a) Manjula, (b) Indumati, (c) Vasanta and (d) Kokila.
- V) And child or children of my Nephew Kiran Modi.
- VI) My grand Grant-children.
- VII) Hindu Undivided Families of my three sons and grand-sons.
- VIII) (a) S & D Associates.
(b) M & M Associates.

PROVIDED HOWEVER that the Trustees may decide that the net annual income (or any particular part or parts of such income) of the said Trust may not be divided between the aforesaid beneficiaries or any of them

them or may be accumulated, and in that case such accumulation shall be added to and shall be held as accretion to the capital and shall form part of the corpus of the estate of the said Trust and shall be dealt with accordingly.

PROVIDED FURTHER that if it is not prohibited under the law, the Trustees may, by a resolution in writing passed at least two months - before the close of any accounting year, provided that for the following accounting year/s the whole or any part of the net income shall be - divided or distributed amongst any of the said beneficiaries in stated and specified shares, proportions or amounts and also provide the period /s for which such provision shall be applicable and on such resolution being passed, the provisions thereof shall be binding and applicable to the division or distribution specified therein.

- (B) On the expiry of a period of 18 years from the date of my death or on an earlier date/s as contemplated sub-clause(C) hereunder, the estate i.e. the corpus of the said Trust or portion/s thereof, as the case may, shall be paid over to, or be divided or distributed between, all or any of the beneficiaries mentioned - in sub-clause(A) above in such shares, proportions and amounts as the Trustee/s may, deem fit and proper.
- (C) The Trustee/s shall have the discretion to accelerate the date of distribution specified in sub-clause(B) above, so that the Trustee/s may, and shall be entitled to effect the distribution of the whole or any part/s of the corpus of the said Trust - between/amongst the beneficiaries and in the manner as contemplated by sub-clause(B) above at any time after a period of one year from the date of my death and before the aforesaid period of 18 years from the date of my death.
- (D) If My Trustee does not survive me or if the Trustee/s for the time being of the said Trust do not exercise the discretion so vested in him or them, then and in such event the corpus of - the estate of the said Trust shall, on the date of distribution referred to in sub-clause(B) above viz: 18 years from the date

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of my death, be paid or handed over to my grandchildren
Soham and Sourabh(sons of Satish) in equal shares.

(E) The Trustee viz: Satish, shall be entitled to joint or
appoint along with him, from time to time other person
or persons to act as trustee/s.

(F) The provisions about the Discretionary Trust hereinabove
contained in this Will are on the basis of the advice -
obtained by me viz: that such Discretionary Trust will
result in income/wealth being taxed at Normal rate/s -
under Direct Tax Laws.If at any time hereafter, as a -
result of any amendments or change in such laws, such -
normal rate/s of tax are not available to the income/
wealth of such Discretionary Trust, then and in such
event, if not prohibited by law, the Trustee/s shall
be entitled:

(a) to exercise their discretion in such a way as to
entitl the income and/or wealth to be subject to
the normal rates of tax;

or

(b) to exercise his or their discretion so as to acce-
-lerate the due date and to distribute the corpus
amongst all or any of the beneficiaries referred
to above in the shares as may be determined by the
Trustee/s;

12. The Trustee/s of the Discretionary Trust referred to above
shall be entitled to keep the corpus and/or investments of the Trust
in such forms as he/they may,from time to time,decide,including -
carrying on any business/industry,as sole proprietor and/or as -
partners,purchase/mortgage of immoveable properties,keeping moneys
in deposit at interest with firms and/or Limited Companies(includ-
-ing those in which the Trustee/s is are interested) as also in the
purchase of shares/debentures of Limited Companies and also to -
develop immoveable properties and/or construct or reconstruct the
same. The Trustee/s shall be entitled to open and operate bank -
account/s raise loan/s or borrow money with or without security,

to file suits or appear before courts and other departments, for and on behalf of the trust.

13. For the sake of clarification, I declare as under:

- (a) In the carrying on of any business, the Trustees of the Discretionary Trust shall be entitled to - assume or adopt any business-name or names;
- (b) If there are, at any time, more Trustees than one, any of the Trustees shall be entitled to represent the Trust with outsiders;
- (c) The Trustee/s shall be entitled and shall have - power, from time to time, to sell or give on - hire or lease any moveable or immoveable property of the Trust;
- (d) The Trustee/s shall be entitled to accept, for - and on behalf of the Trust, any gift or gifts, in cash or kind, from any relative of mine or - from any of relatives of any of the beneficiaries;
- (e) The Trustee/s shall be entitled to pay any money to the guardian of any beneficiary who may be a minor;

and

- (f) The powers and provisions contained in this Will are over and above those which the Trustee/s - may be entitled to exercise in law.

14. I have made this Will voluntarily and in a sound and disposing state of mind.

IN WITNESS WHEREOF I, MANILAL C. MODI, have hereunto set my hand at Hyderabad(A.P.) the 11th day of December 1981.

WITNESSES:

- (1) *P. C. Kadakia*
(P. C. KADAKIA)
- (2) *Ashok Kumar*
(ASHOK KUMAR)
7-1-216, Amirpet
Hyderabad - 16

The above provisions have been read over and explained to me by the witnesses.

Manilal C. Modi
(TESTATOR)