

DRAFT

IN THE COURT OF THE CHIEF JUDGE
CITY CIVIL COURT: AT HYDERABAD

O. S. No. 498 of 2014

Between:

1. Syed Mehdi S/o. Syed Mohammed, aged 55 yrs

2. Razia Banu W/o. Syed Mehdi
Both R/o. 1-5-16/2/1, Musheerabad,
Hyderabad - 500 020.

Both rep. by their Manager,
Modi Properties and Investments Pvt. Ltd.,
represented by its Managing Director,
Sri Soham Modi S/o Sri Satish Modi,
having it's office at 5-4-187/3&4,
Soham Mansion, IInd Floor,
MG Road, Secunderabad.

3. Modi Properties and Investments Pvt. Ltd.,
represented by its Managing Director,
Sri Soham Modi S/o Sri Satish Modi,
having it's office at 5-4-187/3&4,
Soham Mansion, IInd Floor,
MG Road, Secunderabad

...Plaintiffs.

AND

M/s. Exensys Software Solutions Ltd.,
Rep. by it's Director (Finacne), Mr. Syed
Fasihuddin, having it's Regd. Office at
H.No. 8-2-684/1/18, RM Mansion,
Kanaka Durga Temple Lane, Rd. No. 12,
Banjara Hills, Hyderabad

...Defendant.

PLAINT FILED UNDER SECTION 26 OF C.P.C.
FOR EVICTION AND RECOVERY OF Rs. 22,62,736/-

I. Description of the Plaintiffs:

The address for service of all notices, summons and process etc. on the Plaintiff is as mentioned above and of their counsel Sri C. Balagopal, Smt. Ameerunnisa Begum, K. Vijaya Saradhi, C.V. Chandramouli and P. Vikram Kumar Advocates, Flat No. 103, Suresh Harivillu Apartments, Road No. 11, West Marredpally, Secunderabad.

II. Description of the Defendants:

The address for service of all notices, summons and process etc., on the Defendant is the same as mentioned in the cause title.

III. FACTS OF THE CASE:

1 (a). The plaintiffs 1 & 2 are the owners of premises situated in plot no.18 & 19 admeasuring 734 square yards in the building known as RM Mansion having door no. 8-2-684/1/18 at road no.12, Banjara Hills, Hyderabad. The owners of the property the plaintiffs 1& 2 entered into a Property Management Agreement appointing the plaintiff No.3 namely M/s. Modi Properties and Investments Pvt. Ltd., represented by its Managing Director, Sri Soham Modi S/o Sri Satish Modi, along with a special power of attorney, on 01/06/2003 for a period of 10 years, which was subsequently renewed. A copy of the property management agreement and the Special Power of Attorney is filed alongwith this plant.

(b) The plaintiff No.3 as a special power of attorney of plaintiff No.1 & 2 entered into a lease deed dated 20/10/2010 of the premises with the defendant. The lease was for a period of six years subject to certain terms and conditions. The total built up area under the occupation of the defendant is 18,000 square feet. As per the terms of the lease the plaintiff No. 3 is authorised to collect the rent and also general amenities charges on behalf of the plaintiff 1 & 2. As the lease deed is not registered as required under law, the lease deed is not a valid lease deed, as such the tenancy is deemed to be month to month terminable by a notice u/s. 106 of Transfer of Property Act. The present rent payable by the defendnat to Plaintiff No.1 & 2 is Rs.4,83,777/- and Rs.42,068/- towards General Aminities charges payable to Plaintiff No.3. The total amounts to Rs.5,25,845. As the rent is more than Rs.3,500/- the tenancy is not governed by the A.P. Rent Control Act.

c) The plaintiffs submit that the defendant has to pay the rent and general amenities charges every month with out default to the plaintiff No.3. The plaintiffs submit the defendant has defaulted in paying the rents from November'2013 to 30th April'2014. The total amont payable by the defendant to the plaintiffs on account of rent and general amenities is as follows:

Payable to plaintiff No. 1& 2 towards rent from November'2013 to 30 th April'2014	Rs. 35,34,217.00
Payable to Plaintiff No.3 towards General Aminities charges from Oct'2013 to April'2014 (the amount includes difference in arrears Rs.21,213+ TDS receivable Rs.32,832/-)	Rs. 3,48,519.00
Total	----- Rs. 38,82,736.00 -----

The defendant has paid a security deposit of Rs.16,20,000/- to the plaintiffs 1 & 2. After deducting the above Security Deposit the defendant is still due an amount of Rs. 19,14,217/- to plaintiffs 1& 2 on account of arrears of rent. And further amount of Rs.3,48,519.00 to plaintiff No.3 on account of general amenities charges. Therefore the defendant is due a sum of Rs.22,62,736.00 to

the plaintiffs after adjusting the Security Deposit. The Security Deposit is refundable at the time of handing over the vacant possession by the defendant. As the defendant is due a huge sum of Rs. 38,82,736.00 to the plaintiffs towards rent and general amenities charges, the security deposit is adjusted towards the dues and the balance amount of Rs. 22,62,736.00 is being claimed by the plaintiffs in this suit.

d) The plaintiffs submit that they had got issued a notice to the defendant which was received by it and they have not given a reply. Therefore the plaintiffs are constrained to file the suit for recovery of the amount due from the defendant and also for the eviction of the defendant from the suit schedule property. The mesne profits will be claimed by the plaintiffs after the decree is passed by the Hon'ble court through a separate application.

e) The defendant is now due a sum of Rs. 22,62,736.00. Hence this suit.

f) The plaintiff has not filed any suit in any court of law for the relief prayed hereunder.

IV. CAUSE OF ACTION:

The cause of action for the suit arose on 20.10.2010 the date of the lease deed for the suit schedule premises, November'2013 the month from which the defendant defaulted payment of rent, 08.05.2014 when the special power of attorney of the plaintiffs got issued a notice through its counsel. And all such dates when the rents and general amenities charges have remained unpaid.

IV. JURISDICTION:

The transaction took place at Secunderabad, however the property is situated at Hyderabad hence this court has got the territorial jurisdiction, and the claim is more than Rs.10 lakhs hence this Hon'ble court has also got pecuniary jurisdiction and hence this court has got jurisdiction to try this suit.

VI. COURT FEE:

The suit is valued for the purpose of Court fee and jurisdiction is at Rs. 22,62,736.00/-, being the amount of the arrears of rents receivable by the plaintiffs, and Rs.58,05,324/- being the rent per annum for the purpose of eviction. The Plaintiff is herewith paying a court fee of Rs._____-/- on the amount of the rent due and Rs._____-/- payable on the yearly rent for the purpose of eviction under Article: 1 B & C of the A.P.C.F and S.V. Act.

3826
21000
1700
25,126
10000
35,126/-
60,524/-
152 Total

→ due rent arrears
Rent- 58,05,324 per annum
Court fee

VII. PRAYER:

It is, therefore, prayed that this Hon'ble Court may be pleased to pass a judgment and a decree in favour of the Plaintiffs and against the Defendants as follows:

- a) To grant decree for eviction of the defendant from the suit scheudle property.
- b) To grant a decree for recovery of Rs. 22,62,736.00/- directing the Defendant to pay the arrears of rent to the Plaintiffs together with interest @ 18% p.a. from the date of suit till realization.
- c) To award costs of the suit and
- d) To pass such other order or orders as this Hon'ble court deems fit and proper in the interest of justice.

COUNSEL FOR PLAINTIFFS
HYDERABAD
____.06.2014

PLAINTIFF No.1
THROUGH HIS SPECIL POWER
OF ATTORNEY

PLAINTIFF No.2
THROUGH HER SPECIL POWER
OF ATTORNEY

Suit. The date of Plaintiff

VERIFICATION

I, Soham Modi S/o. Sri. Satish Modi, the Special Power of attorney of the Plaintiffs, do hereby state that the facts mentioned above is true and correct to the best of knowledge and belief. Hence verified.

HYDERABAD
____.06.2014

PLAINTIFFS
THROUGH THEIR SPECIL POWER
OF ATTORNEY

LIST OF DOCUMENTS

S. No.	Date	Documents
✓ 1.	29.05.2014	<u>Notrised Copy of Property Management Agreement</u>
✓ 2.	20.10.2010	Notrised copy of Lease Deed
✓ 3.	20.10.2010	Notrised copy of General Aminities Agreement
4.	01.06.2003	Notarised copy of Specific Power of Attorney
5.	22.11.2013	Office Copy of notice
6.	04.12.2013	Reply Notice of defendant address to the Counsel of plaintiff No.3 (Xerox copy)
7.	02.12.2013	Reply to the plainitffs 1& 2 (do)

The originals will be produced at the time of trial.

Date: ____ .06.2014
HYDERABAD

COUNSEL FOR PLAINTIFFS

IN THE COURT OF THE CHIEF
JUDGE CITY CIVIL COURT: AT
HYDERABAD

O. S. No. of 2014

Between:

Syed Mehadi & others
....Plaintiffs

AND

M/s.Exensys Software Solutions Ltd.,
...Defendant

SUIT FOR RECOVERY AND EVICTION
PLAINT FILED UNDER SECTION 26
C.P.C.

Filed on: __.06.2014

Filed by:

SHRI. C. BALAGOPAL
Advocate

103, Suresh Harivillu Apartments,
West Marredpally,
Secunderabad.
Ph No. 64570512

IN THE COURT OF THE CHIEF JUDGE
CITY CIVIL COURT: AT HYDERABAD

O. S. No. of 2014

Between:

Syed Mehdi & Others

...Plaintiffs.

AND

M/s.Exensys Software Solutions Ltd.,

...Defendant.

VERIFIED AFFIDAVIT

I, Soham Modi S/o Sri Satish Modi, aged 42 years, occupation: Business,
R/o Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the Managing Director of plaintiff No.3 herein and as such I am well acquainted with the facts of the case.
2. I state the facts mentioned in the plaint are true and correct to the best of my knowledge and belief.

Hence this verified affidavit.

Sworn and signed before me
on this the ___ day of June, 2014
At Hyderabad.

DEPONENT

ADVOCATE / SECUNDERABAD

IN THE COURT OF THE CHIEF
JUDGE CITY CIVIL COURT: AT
HYDERABAD

O. S. No. of 2014

Between:

Syed Mehadi & Others
....Plaintiffs

AND

M/s.Exensys Software Solutions Ltd.,
...Defendant

VERIFIED AFFIDAVIT

Filed on: __.06.2014

Filed by:

SHRI. C. BALAGOPAL
Advocate

103, Suresh Harivillu Apartments,
West Marredpally,
Secunderabad.
Ph No. 64570512

IN THE COURT OF THE CHIEF JUDGE
CITY CIVIL COURT AT HYDERABAD

I.A.NO. OF 2014
IN
O.S.No: OF 2014

1. Syed Mehdi & Others ...Petitioners/Plaintiffs.

AND

M/s.Exensys Software Solutions Ltd., ... Respondent/Defendant.

AFFIDAVIT

I, Soham Modi S/o Sri Satish Modi, aged 42 years, occ: Business, R/o Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the Managing Director of the Petitioner/Plaintiff No.3 and as such I am well acquainted with the facts of the case.
- 2 I submit that the Petitioners 1 & 2 are the owners of premises situated in plot no.18 & 19 admeasuring 734 square yards in the building known as RM Mansion having door no. 8-2-684/1/18 at road no.12, Banjara Hills, Hyderabad. As the owners of the property the petitioners 1& 2 entered into a Property Management Agreement with the petitioner No.3 namely M/s. Modi Properties and Investments Pvt. Ltd., represented by its Managing Director, Sri Soham Modi S/o Sri Satish Modi, along with a special power of attorney, on 01/06/2003 for a period of 10 years, which was subsequently renewed.
- 3 I submit that Petitioner No.3 as a special power of attorney of Petitioner Nos.1 & 2 entered into a lease deed dated 20/10/2010 of the premises with the respondent. The lease was for a period of six years subject to certain terms and conditions. The total built up area under the occupation of the respondent is 18,000 square feet. As per the terms of the lease the petitioner No. 3 is authorised to collect the rent and also general amenities charges on behalf of the petitioners 1& 2. As the lease deed is not registered as required under law the deed is not a valid lease deed. As such the tenancy is deemed month to month, terminable by notice u/s.106 of Transfer of Property Act. As the rent is more than Rs.3,500/- the tenancy is not governed by the A.P. Rent Control Act.
- 4 I submit that the petitioners got issued a notice to the respondent which was received by it and they have not replied. Therefore the petitioners are constrained to file the application for attachment of movables before judgement I submit that the Petitioner came to know through reliable sources

that the Respondent is trying to move out of the suit schedule property with all the movables, furniture and fixtures to deprive the Petitioner from the fruits of the decree that may be passed in the above suit. It is also come to the knowledge of the Petitioners that the Respondent is indebted to several persons and is trying to remove all his movables from the jurisdiction of this Hon'ble Court to dupe the creditors. It is therefore just and necessary to pass order of attachment before judgement of movables from the petition schedule property as otherwise, the Petitioners will suffer irreparable loss and hardship.

I, therefore, pray that this Hon'ble Court may be pleased to pass order of Attachment before Judgment of movables that may be found in the petition schedule property and pass such other order or orders as this Hon'ble Court may deems fit and proper under circumstances of the case.

Sworn and signed before me
on this the day of June, 2014

DEPONENT

Advocate / Hyderabad

IN THE COURT OF THE CHIEF JUDGE
CITY CIVIL COURT: AT HYDERABAD

IA No. of 2014
IN
O. S. No. of 2014

Between:

1. Syed Mehdi S/o. Syed Mohammed, aged 55yrs

2. Razia Banu W/o. Syed Mehdi
Both R/o. 1-5-16/2/1, Musheerabad,
Hyderabad – 500 020.

Both rep. by their Manager,
Modi Properties and Investments Pvt. Ltd.,
represented by its Managing Director,
Sri Soham Modi S/o Sri Satish Modi,
having it's office at 5-4-187/3&4,
Soham Mansion, IInd Floor,
MG Road, Secunderabad.

3. Modi Properties and Investments Pvt. Ltd.,
represented by its Managing Director,
Sri Soham Modi S/o Sri Satish Modi,
having it's office at 5-4-187/3&4,
Soham Mansion, IInd Floor,
MG Road, Secunderabad

...Petitioners/Plaintiffs.

AND

M/s.Exensys Software Solutions Ltd.,
Rep. by it's Director (Finacne), Mr.Syed
Fasihuddin, having it's Regd. Office at
H.No.8-2-684/1/18, RM Mansion,
Kanaka Durga Temple Lane,Rd.No.12,
Banjara Hills, Hyderabad

...Respondent/Defendant.

PETITION FILED UNDER ORDER 38 RULE 5
R/W SEC.151 C.P.C.

For the reasons stated in the accompanying affidavit, it is prayed that this Hon'ble Court may be pleased to pass order of Attachment before Judgment of movables in petition schedule property and pass such other order or orders as this Hon'ble Court may deems fit and proper under circumstances of the case.

PETITION SCHEDULE PROPERTY *Sought to be attached*

All that portion of that building constructed on Plot No. 18 & 19 admeasuring 734 square yards in the building known as RM Mansion having door no. 8-2-684/1/18 at road no.12, Banjara Hills, Hyderabad. With a total built up area of 18,000 square feet and bounded by

North by: 20' Road

South by: 40' Road

East by : 40' Road and Plot No.17

West by: 40' Road and Plot No.20

LIST OF MOVABLES

1	Leather Sofa Set(2 Seater)	1	5000
2	Leather Sofa Set(1 Seater)	3	9000
3	Center table	1	2000
4	Chairs	91	15000
5	Conference table with glass	1	15000
6	LCD TV Big	2	30000
7	Projectors	1	20000
8	Wppdem Ci[bpards	2	6000
9	Coffee Machines	2	8000
10	Xerox Machine	2	50000
11	Airconditioners	8	240000
12	Servers (Computers)	15	50000
13	Generator(82 KV)	1	300000
14	Pedestal Fans	18	10800
15	Ceilling Fans	22	11000
16	Computers	48	480000
17	Plastic Chairs	60	12000
18	Tables (Plastic)	10	5000
19	UPS (3'x6')	2	200000
20	wooden Work Stations	80	400000
	Total		1868800

OTHER MOVABLES that may be pointed out by the petitioner at the time of attachment.

HYDERABAD

DATE: __.06.2014

COUNSEL FOR PETITIONERS

IN THE COURT OF THE **CHEIF**
JUDGE, CITY CIVIL COURT
AT HYDERABAD

I.A.NO. OF 2014
 IN
O.S.No: OF 2014

Between:

Syed Mehdi & Others
 ... Petitioners

And

M/s.Exensys Software Solutions
Ltd., ... Respondent

PETITION FILED UNDER
O 38 R 5 R/W SEC.151 C.P.C.

Filed on: __.06.2014

Filed by:

SRI.C.BALAGOPAL
ADVOCATE

103, Harivillu Apartments
Road No.11, West Marredpally,
Secunderabad – 500 026.
64570512 / 9441782451

COUNSEL FOR PETITIONERS

AG BPC 2785A

ORIGINAL

CURRENT ACCOUNT PAY-IN-SLIP

Chief Judge City Civil Court, Hyderabad
(To be returned to the C.J. CCC Hyd)

Date: 30/5/2014

From: 9571

Name: C.V. Chandramouli

Address: D-3, Smash Hanvika
Wells Mandapally

To:
The Manager,
State Bank of Hyderabad,
City Civil Court, Branch-830
Hyderabad.

Please receive and acknowledge the sum of
Rs. 95,535 (Rupees Eighty Five Thousand
Five Hundred and Fifty Five only)
Credit the current account of Chief Judge City Civil Court
Hyderabad.

A/c No. 52047067646

Signature of Remitter

FOR USE IN BANK

Received the sum of Rs. 85535 (in words)
Rupees and credited in cash book folio no to the
current account of the Chief Judge City Civil Court
Hyderabad entered in the
A/c No. 52047067646

Office-in-Charge

Accountant

8

ORIGINAL 4978

CURRENT ACCOUNT PAY-IN-SLIP
Chief Judge City Civil Court, Hyderabad
(To be returned to the C.J. CCC Hyd.)

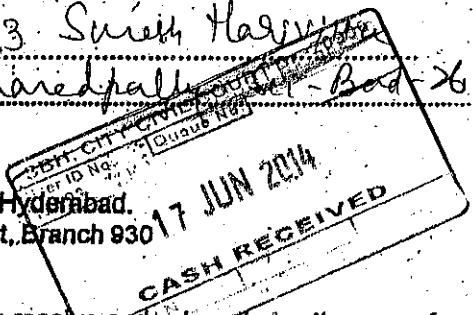
Date: 17/6/2014

From:

Name C.V. Chandramouli

Address 103 Swiss Hazzards
West Maradpally - Bad - 26

To
The Manager,
State Bank of Hyderabad,
City Civil Court, Branch 930
Hyderabad.



Please receive and acknowledge the sum of
Rs. 18,626/- (Rupees Eighteen Thousand
Six Hundred and Twenty Six only)

Credit the current account of Chief Judge City Civil Court
Hyderabad.
A/c No. 52047067646

Signature of Remitter

FOR USE IN BANK

Received the sum of Rs. 18,626/- (In words)

Rupees
and credited in cash book folio no _____ to the
current account of the Chief Judge City Civil Court
Hyderabad entered in the
A/c No. 52047067646

Office-in-Charge

Accountant

39

Orders: Dated: [16.07.2013]:

This [un-numbered] proposed Original Suit for eviction and recovery of arrears of rent coupled with the other reliefs is coming up for consideration as regards the proper valuation of the reliefs claimed and sufficiency of Court Fee paid.

2. The relevant facts which led to the present stage of the matter, in brief, are as follows: "The Plaintiff had valued the relief of eviction and recovery of possession claimed in the suit on the annual rent, but while valuing the relief, the premium/advance collected by the landlord and paid by the tenant/defendant was not included in the valuation of the said relief and no Court Fee was paid on the said premium/advance collected. It is an undisputed fact that the defendants had paid a security/caution deposit of Rs.1,50,000/- and the said fact is evident from the lease deed filed as document number 1 with the plaint. Out of it Rs.1,00,000/- is refundable without interest at the time of vacation of the property by the tenant. The balance amount of Rs.50,000/- is also refundable subject to certain conditions agreed to between the parties like settlement of the accounts etcetera. Hence, the Office has raised an objection to the following effect: "The main relief is to be valued and the Court fee is to be computed by including the premium, as per the lease deed." This objection was raised having

Orders: Dated: [16.07.2013]:(contd.,)

regard to the provision under Section 40(2) of the Andhra Pradesh Court Fees & Suits Valuation Act. Thus, the plaintiff was required to properly value the suit relief for eviction and pay necessary deficit Court fee. While answering the objection and while representing the matter, the learned Counsel for the plaintiff requested that the matter be heard before Bench. Accordingly, the submissions of the learned counsel for the plaintiffs were heard on 09.07.2013. The learned Counsel for the ^{Plaintiff} ~~petitioners~~ submitted inter-alia as follows: "In this case, there is no premium and only refundable advance was collected by the plaintiff as caution deposit and that it is a refundable deposit to be refunded at the appropriate time. It is not retainable by the Landlords. Premium is not defined under the Act. In the facts of the case, the valuation was properly made and no rectification of valuation is necessary and no further Court Fee is payable."

3. In this instant case it is necessary to refer to infra the relevant ratio in the decision in the case of **Commissioner of Income Tax, Assam, Tripura and Manipur Vs. The Panbari Tea Company Limited [AIR 1965 Supreme Court 1871]**, in support of the objection raised by the office of the Court:

4. Now the points for consideration in this [un-numbered] proposed suit are:-

(3)

O.S.S.R.No.6291 of 2013.

Orders: Dated: [16.07.2013]:

- 1) Whether the valuation of the relief claimed in the plaint is also to be made after taking into consideration the value of the premium or advance or caution deposit and the deficit Court Fee is payable in this case as mentioned in the objection taken by the Office of this Court?
- 2) To what relief?

5. **Point No.1:**

(a) The facts leading to the present stage of the matter are already stated supra.

(b) I have gone through the above referred decision. I have also carefully gone through the pleadings in the instant case and bestowed my attention to the submissions. The ratio in the decision and the legal position is as follows: "Premium" is also described as Salami, which is a single payment made for the acquisition of the right of the lease to enjoy the benefits granted by the lease. The indicia of salami are [1] its single non-recurring character and [2] payment prior to the creation of the tenancy. It is the consideration paid by the tenant for being let into possession and can be neither rent nor revenue but is a capital receipt in the hands of the landlord. Rent is the periodical payment in consideration of possession being with the lessee. When the interest of the lessor is parted with for a price, the price paid is premium or salami. But the periodical payments made for the continuous enjoyment of the benefits under the lease are in the

(4)

O.S.S.R.No.6291 of 2013.

Orders: Dated: [16.07.2013]:

nature of rent. The former is a capital income and the latter is revenue receipt. There may be circumstances where the parties may camouflage the real nature of transaction by using clever phraseology. In some cases, the so called premium is in fact advance rent and in others rent is deferred price. It is not the form but the substance of the transaction that matters. The nomenclature used may not be decisive or conclusive but it helps the Court, having regard to the other circumstance, to ascertain the intention of the parties."

(c) In this instant case, the landlord would not have parted with the possession of the property and the tenant would not have acquired possession as tenant of the property, but for the payment of the agreed amount of deposit. The payment of advance caution deposit in this case is a single payment thus made for acquisition of the right of the lease to enjoy the benefits granted by the lease. The advance payment in the form of caution deposit in this case is a payment of single non-recurring character. It is a payment made prior to or simultaneously with the creation of the tenancy. It is described as caution deposit in the lease deed. Thus, it is a consideration paid by the tenant for being let into the possession and can be neither rent nor revenue but is a capital receipt in the hands of the landlord. The landlord has a right of withholding at least a part of it and adjusting it as per the terms agreed to between the parties. Therefore,

(5)

O.S.S.R.No.6291 of 2013.

Orders: Dated: [16.07.2013]:

whether it is refundable or not, it is a consideration for the acquisition of the right of lease to enjoy the benefits granted by the lease. In the decision it is held as follows: "There may be circumstances where the parties may camouflage the real nature of transaction by using clever phraseology. In some cases, the so called premium is in fact advance rent and in others rent is deferred price. It is not the form but the substance of the transaction that matters. The nomenclature used may not be decisive or conclusive but it helps the Court, having regard to the other circumstance, to ascertain the intention of the parties." Thus even if the amount paid by the tenant is called as an advance or caution deposit or by any other name, the nomenclature is of no avail to the plaintiff. Further, Section 40 dealing with the suits between the Landlord and Tenant ^{and} under Section 40(2) mandates as follows: "In a suit for recovery of immovable property from a tenant including a tenant holding over, fee shall be computed on the premium, if any and on the rent payable for the year next before the date of presenting the plaint." The Section of Law does recognize any distinction between refundable premium and non-refundable premium (refundable advance or caution deposit and non-refundable advance or caution deposit). The statutory position under the provision of the Act and the ratio in the decision also support to the view that was mentioned in the Office Objection

(6)

O.S.S.R.No.6291 of 2013.

Orders: Dated: [16.07.2013]:

that for valuing the subject relief claimed in the plaint premium/advance/caution deposit is also to be taken into consideration and the deficit Court Fee is to be paid after properly valuing the relief having regard to the premium/advance/caution deposit by whatever name called. The point is, therefore accordingly answered upholding the Office Objection.

6. Point No.2:

In the result, and in view of the finding of the Court on the point number 1 the office objection is upheld and accordingly the office is directed to return the plaint to the plaintiff for doing needful in the matter and to enable the plaintiff to properly value the relevant relief claimed in the suit and pay the Deficit/Balance Court Fee as per Law. Time (7) days.

[Handwritten signature]
CJ

Resubmitted on 22-07-2013

As per directions of the Hon'ble Chief Judge, C.C.C., Hyderabad, Court Fee of Rs.8,352/- has been deposited into SBH, City Civil Court Branch, Hyderabad, under Challan No. 40 dt: 22-07-2013. The Challan is submitted to the plaint.

SF. 14941
22/7/13

RECEIVED
FOR THE CHIEF
S.R. NO. 14941
22 JUL 2013
CITY CIVIL COURT
HYDERABAD

The particulars of computation
of Court Fee, are submitted
hereunder:

Amount covered
by agreement Dt:
05-10-2003 Rs. 1,50,000-00

CF payable thereon Rs. 3,926-00

Amount covered
by agreement Dt:
20-08-2005 Rs. 2,00,000-00

CF payable thereon Rs. 4,426-00

Total Court Fee
paid Rs. 8,352-00

The suit may be numbered.

K. Hemandly
Counsel for

plaintiff

NO

DATE 6/2/14.

Kanaka Rao,

~~In form~~

Inform Balagopal/Ramalingam

That the deposit held by

Medhi from Encencys

is 16.20 lacs. He may

add it to ~~affre~~ plaint

only if he deems necessary!

h
6/2/14.

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

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

In the Court of the Chief Judge C.C.C

AT Hyderabad

OS No. _____ Of 2014

Between:

Plaintiffs
Complainant

Syed Mehdi & others

AND

Defendants
Accused

Excusys Software Solutions Ltd.

List of Document Filed by PLAINTIFF

S.No.	Date if any of Document in Vernacular and In English	Parties to the Document	Description of the Document
1.	29-5-14	Plaintiffs	Notarised Copy of Property Mgt. agreement.
2.	20-10-10	Plaintiffs + Def.	Notarised Copy of Lease Deed.
3.	-Do-	-Do-	Notarised Copy of General Amenities Agreement.
4.	1-6-03	-Do-	Notarised Copy of Specific Power of Attorney.
5.	8/5/14	-Do-	Office Copy of notice.
6.		-Do-	Postal Acknowledgement.

Dated this the day of May 2014

[Signature]

In the Court of the Chief Judge
CC

AT: Hyd.

OS No. Of 2014

Between:

Syed Mehdi + others.

AND

Exensys Software Solutions

List of Documents

Filed on:

05/2014

Filed by: Sri C. BALAGOPAL
Advocate

Flat No. 103, Suresh Harivillu Apts.
Road No.11, West Marredpally
Secunderabad - 500026.

COUNSEL FOR PLAINTIFFS



MODI
PROPERTIES &
INVESTMENTS PVT. LTD.

Off : 5-4-187/3&4, IInd Floor,
M.G. Road, Secunderabad - 500 003.
Phone : 040-66335551
Fax : 040-27544058
email : info@modiproperties.com
Visit us at : www.modiproperties.com

TO WHOM SO EVER IT MAY CONCERN

We hereby authorize **Mr. L. Ramacharyulu**, S/o. Late L. Raghavendra Rao, aged 50 years who is our Legal Officer, to appear and also to give evidence on behalf of Modi Properties and Inv. Pvt. Ltd., represented by its Managing Director Soham Modi, Secunderabad, in the case filed against M/s. Exensys Software Solutions Ltd., Hyderabad before the Hon'ble Judge, City Civil Court, Hyderabad.

Place: Secunderabad
Date : 18.07.2014.

For Modi Properties & Inv. Pvt. Ltd. ,

Soham Modi
Managing Director



MODI
PROPERTIES &
INVESTMENTS PVT. LTD.

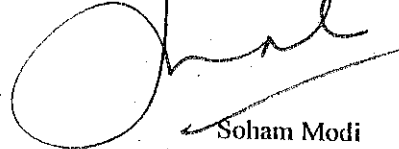
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TO WHOM SO EVER IT MAY CONCERN

We hereby authorize **Mr. L. Ramacharyulu**, S/o. Late L. Raghavendra Rao, aged 50 years who is our Legal Officer, to appear and also to give evidence on behalf of Modi Properties and Inv. Pvt. Ltd., represented by its Managing Director Soham Modi, Secunderabad, in the case filed against M/s. Exensys Software Solutions Ltd., Hyderabad before the Hon'ble Judge, City Civil Court, Hyderabad.

Place: Secunderabad
Date : 18.02.2014.

For Modi Properties & Inv.Pvt. Ltd. ,



← Soham Modi
Managing Director

BEFORE THE HON'BLE VACATION JUDGE: C.C.C HYDERABAD
(IN THE COURT THE OF CHIEF JUDGE CITY CIVIL COURT, HYDERABAD)

CAVEAT PETITION NO. OF 2014

Between :

M/s. Exensys Software Solutions Ltd
Company incorporated under Companies Act
Having its registered office at D.No 8-2-684/1/18
R.M.Mansion, Rep by its Authorised Signatory
Mr S.Sanjay Kumar S/o Mr V.Sanjeevi Mudaliar
Aged about 42 years, Occ: Director



... Petitioner

And

1. Mr Syed Mehdi S/o Mr Syed Mohammed
Aged : 55 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
2. Mrs Razia Bano W/o Mr Syed Mehdi
Aged : 45 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
3. M/s Modi Properties and Investments Pvt Ltd
GPA holder of Respondent No. 1 and 2
Represented by Soham Modi S/o Satish Modi
Office at 5-4-187/3&4, Soham Mansion,
II Floor, MG Road, Secunderabad

... Respondents

AFFIDAVIT

I, S.Sanjay Kumar S/o V.Sanjeevi Mudaliar Aged about 43 years,
Occ: Director of the Petitioner Company R/o Hyderabad, do hereby
solemnly affirm and state on oath as follows:

1. I am the Director of Petitioner company and deponent herein and
hence well acquainted with the facts of the case.
2. It is respectfully submitted that the Respondent No. 3 herein
issued a legal notice on behalf of Respondent No. 1 and 2 to clear
the outstanding debt towards rent for a sum of Rs. 26,06,438/-
vide their advocate notice dated 22.11.2013. The petitioner

herein replied the same vide letter dated 02.12.2013 seeking time to liquidate the liability. After that the petitioner paid an amount of approximately Rs.10,00,000/- through A/c payee cheques Dt.30-3-2014. Though the reply was given by the petitioner, there is a reasonable apprehension that the respondents may approach the Hon'ble Court for seeking the relief behind the back of the petitioner herein. If any order is passed behind the back of petitioner, the petitioner company will be put to irreparable hardship.

4. It is humbly submitted that we have sent the copies of the Caveat petition to the respondent through registered post and the postal slip is enclosed herewith.
5. It is humbly submitted that a fixed court fee of Rs. 10/- under rule 295(5) of the Civil Rules of Practice is paid herewith.

Therefore, it is prayed that the Hon'ble Court may be pleased to issue prior notice to the petitioner or to its counsel Shri Deepak Bhattacharjee, Advocates, Off: Flat No.101 & 102, Nirman Tower, 38, East Marredpally, Secunderabad, in the event any suit / petition or proceedings initiated before the Hon'ble Court or pass such other order or orders as this Hon'ble Court may deems fit and proper in the circumstances of the case.

Sworn and signed before me
on this ... day of May 2014
at Hyderabad

Advocate / Hyderabad

Deponent

**BEFORE THE HON'BLE VACATION JUDGE: C.C.C HYDERABAD
(IN THE COURT THE OF CHIEF JUDGE CITY CIVIL COURT, HYDERABAD)**

CAVEAT PETITION NO. OF 2014

Between :

M/s. Exensys Software Solutions Ltd
Company incorporated under Companies Act
Having its registered office at D.No 8-2-684/1/18
R.M.Mansion, Rep by its Authorised Signatory
Mr S.Sanjay Kumar S/o Mr V.Sanjeevi Mudaliar
Aged about 42 years, Occ: Director

... Petitioner

And

1. Mr Syed Mehdi S/o Mr Syed Mohammed
Aged : 55 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
2. Mrs Razia Bano W/o Mr Syed Mehdi
Aged : 45 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
3. M/s Modi Properties and Investments Pvt Ltd
GPA holder of Respondent No. 1 and 2
Represented by Soham Modi S/o Satish Modi
Office at 5-4-187/3&4, Soham Mansion,
II Floor, MG Road, Secunderabad

... Respondents

PETITION FILED UNDER SECTION 148-A OF CPC

For the reasons stated in the accompanying affidavit, it is prayed that the Hon'ble Court may be pleased to issue prior notice to the petitioner or to its counsel Shri Deepak Bhattacharjee, Advocates, Off: Flat No.101 & 102, Nirman Tower, 38, East Marredpally, Secunderabad, in the event any suit / petition or proceedings initiated before the Hon'ble Court or pass such other order or orders as this Hon'ble Court may deems fit and proper in the circumstances of the case.

Place : Hyderabad
Date : .05.2014

Counsel for the Petitioner

BEFORE THE HON'BLE VACATION
JUDGE: C.C.C HYDERABAD
(IN THE COURT THE OF CHIEF JUDGE
CITY CIVIL COURT, HYDERABAD)

CAVEAT PETITION NO. OF 2014

Between :

M/s. Exensys Software Solutions Ltd
... Petitioner

And

Mr Syed Mehdi and others
... Responde

PETITION FILED UNDER SECTION
148-A OF C.P.C.

Filed on : .5.2014

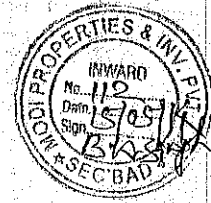
Filed by

Shri Deepak Bhattacharjee
Ms Geeta Rani
Shiv Shankar
Dishit Bhattacharjee
Advocates

Counsel for the petitioner

Flat no. 101 & 102, Nirman Tower
38, East Marredpally, Secunderabad
Ph. 27732657, 65211550

BEFORE THE HON'BLE VACATION JUDGE: C.C.C HYDERABAD
(IN THE COURT THE OF SENIOR CIVIL JUDGE CITY CIVIL COURT,
HYDERABAD)



CAVEAT PETITION NO. OF 2014

Between :

M/s. Exensys Software Solutions Ltd
Company incorporated under Companies Act
Having its registered office at D.No 8-2-684/1/18
R.M.Mansion, Rep by its Authorised Signatory
Mr S.Sanjay Kumar S/o Mr V.Sanjeevi Mudaliar
Aged about 42 years, Occ: Director

... Petitioner

And

1. Mr Syed Mehdi S/o Mr Syed Mohammed
Aged : 55 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
2. Mrs Razia Bano W/o Mr Syed Mehdi
Aged : 45 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
3. M/s Modi Properties and Investments Pvt Ltd
GPA holder of Respondent No. 1 and 2
Represented by Soham Modi S/o Satish Modi
Office at 5-4-187/3&4, Soham Mansion,
II Floor, MG Road, Secunderabad

... Respondents

AFFIDAVIT

I, S.Sanjay Kumar S/o V.Sanjeevi Mudaliar Aged about 43 years,
Occ: Director of the Petitioner Company R/o Hyderabad, do hereby
solemnly affirm and state on oath as follows:

1. I am the Director of Petitioner company and deponent herein and
hence well acquainted with the facts of the case.
2. It is respectfully submitted that the Respondent No. 3 herein
issued a legal notice on behalf of Respondent No. 1 and 2 to clear
the outstanding debt towards rent for a sum of Rs. 26,06,438/-
vide their advocate notice dated 22.11.2013. The petitioner

herein replied the same vide letter dated 02.12.2013 seeking time to liquidate the liability. After that the petitioner paid an amount of approximately Rs.10,00,000/-through A/c payee cheques Dt.30-3-2014. Though the reply was given by the petitioner, there is a reasonable apprehension that the respondents may approach the Hon'ble Court for seeking the relief behind the back of the petitioner herein. If any order is passed behind the back of petitioner, the petitioner company will be put to irreparable hardship.

4. It is humbly submitted that we have sent the copies of the Caveat petition to the respondent through registered post and the postal slip is enclosed herewith.
5. It is humbly submitted that a fixed court fee of Rs. 10/- under rule 295(5) of the Civil Rules of Practice is paid herewith.

Therefore, it is prayed that the Hon'ble Court may be pleased to issue prior notice to the petitioner or to its counsel Shri Deepak Bhattacharjee, Advocates, Off: Flat No.101 & 102, Nirman Tower, 38, East Marredpally, Secunderabad, in the event any suit / petition or proceedings initiated before the Hon'ble Court or pass such other order or orders as this Hon'ble Court may deems fit and proper in the circumstances of the case.

Sworn and signed before me
on this ... day of May 2014
at Hyderabad

Advocate / Hyderabad

Deponent

BEFORE THE HON'BLE VACATION JUDGE: C. G. C HYDERABAD
(IN THE COURT THE OF SENIOR CIVIL JUDGE CITY CIVIL COURT,
HYDERABAD)

CAVEAT PETITION NO. OF 2014

Between :

M/s. Exensys Software Solutions Ltd
Company incorporated under Companies Act
Having its registered office at D.No 8-2-684/1/18
R.M.Mansion, Rep by its Authorised Signatory
Mr S.Sanjay Kumar S/o Mr V.Sanjeevi Mudaliar
Aged about 42 years, Occ: Director ... Petitioner

And

1. Mr Syed Mehdi S/o Mr Syed Mohammed
Aged : 55 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
2. Mrs Razia Bano W/o Mr Syed Mehdi
Aged : 45 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
3. M/s Modi Properties and Investments Pvt Ltd
GPA holder of Respondent No. 1 and 2
Represented by Soham Modi S/o Satish Modi
Office at 5-4-187/3&4, Soham Mansion,
II Floor, MG Road, Secunderabad ... Respondents

PETITION FILED UNDER SECTION 148-A OF CPC

For the reasons stated in the accompanying affidavit, it is prayed that the Hon'ble Court may be pleased to issue prior notice to the petitioner or to its counsel Shri Deepak Bhattacharjee, Advocates, Off: Flat No.101 & 102, Nirman Tower, 38, East Marredpally, Secunderabad, in the event any suit / petition or proceedings initiated before the Hon'ble Court or pass such other order or orders as this Hon'ble Court may deems fit and proper in the circumstances of the case.

Place : Hyderabad
Date : .05.2014

Counsel for the Petitioner

BEFORE THE HON'BLE VACATION
JUDGE: C.C.C HYDERABAD
(IN THE COURT THE OF SENIOR CIVIL
JUDGE CITY CIVIL COURT,
HYDERABAD)

CAVEAT PETITION NO. OF 2014

Between :

M/s. Exensys Software Solutions Ltd
... Petitioner

And

Mr Syed Mehdi and others
... Respondents

PETITION FILED UNDER SECTION
148-A OF C.P.C.

Filed on : .5.2014

Filed by

Shri Deepak Bhattacharjee
Ms Geeta Rani
Shiv Shankar
Dishit Bhattacharjee
Advocates

Counsel for the petitioner

Flat no. 101 & 102, Nirman Tower
38, East Marredpally, Secunderabad
Ph: 27732657, 65211550

BEFORE THE HON'BLE VACATION JUDGE: C.C.C HYDERABAD
(IN THE COURT THE OF JUNIOR CIVIL JUDGE CITY CIVIL COURT,
HYDERABAD)



CAVEAT PETITION NO. OF 2014

Between :

M/s. Exensys Software Solutions Ltd
Company incorporated under Companies Act
Having its registered office at D.No 8-2-684/1/18
R.M.Mansion, Rep by its Authorised Signatory
Mr S.Sanjay Kumar S/o Mr V.Sanjeevi Mudaliar
Aged about 42 years, Occ: Director

... Petitioner

And

1. Mr Syed Mehdi S/o Mr Syed Mohammed
Aged : 55 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
2. Mrs Razia Bano W/o Mr Syed Mehdi
Aged : 45 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
3. M/s Modi Properties and Investments Pvt Ltd
GPA holder of Respondent No. 1 and 2
Represented by Soham Modi S/o Satish Modi
Office at 5-4-187/3&4, Soham Mansion,
II Floor, MG Road, Secunderabad

... Respondents

AFFIDAVIT

I, S.Sanjay Kumar S/o V.Sanjeevi Mudaliar Aged about 43 years,
Occ: Director of the Petitioner Company R/o Hyderabad, do hereby
solemnly affirm and state on oath as follows:

1. I am the Director of Petitioner company and deponent herein and
hence well acquainted with the facts of the case.
2. It is respectfully submitted that the Respondent No. 3 herein
issued a legal notice on behalf of Respondent No. 1 and 2 to clear
the outstanding debt towards rent for a sum of Rs. 26,06,438/-
vide their advocate notice dated 22.11.2013. The petitioner

herein replied the same vide letter dated 02.12.2013 seeking time to liquidate the liability. After that the petitioner paid an amount of approximately Rs.10,00,000/- through A/c payee cheques Dt.30-3-2014. Though the reply was given by the petitioner, there is a reasonable apprehension that the respondents may approach the Hon'ble Court for seeking the relief behind the back of the petitioner herein. If any order is passed behind the back of petitioner, the petitioner company will be put to irreparable hardship.

4. It is humbly submitted that we have sent the copies of the Caveat petition to the respondent through registered post and the postal slip is enclosed herewith.
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Therefore, it is prayed that the Hon'ble Court may be pleased to issue prior notice to the petitioner or to its counsel Shri Deepak Bhattacharjee, Advocates, Off: Flat No.101 & 102, Nirman Tower, 38, East Marredpally, Secunderabad, in the event any suit / petition or proceedings initiated before the Hon'ble Court or pass such other order or orders as this Hon'ble Court may deems fit and proper in the circumstances of the case.

Sworn and signed before me
on this ... day of May 2014
at Hyderabad

Advocate / Hyderabad

Deponent

BEFORE THE HON'BLE VACATION JUDGE: C.C.C HYDERABAD
(IN THE COURT THE OF JUNIOR CIVIL JUDGE CITY CIVIL COURT,
HYDERABAD)

CAVEAT PETITION NO. OF 2014

Between :

M/s. Exensys Software Solutions Ltd
Company incorporated under Companies Act
Having its registered office at D.No 8-2-684/1/18
R.M.Mansion, Rep by its Authorised Signatory
Mr S.Sanjay Kumar S/o Mr.V.Sanjeevi Mudaliar
Aged about 42 years, Occ: Director

... Petitioner

And

1. Mr Syed Mehdi S/o Mr Syed Mohammed
Aged : 55 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
2. Mrs Razia Bano W/o Mr Syed Mehdi
Aged : 45 years, Occ : Business
R/o 1-5-16/2/1, Musheerabad,
Hyderabad -500 020
3. M/s Modi Properties and Investments Pvt Ltd
GPA holder of Respondent No. 1 and 2
Represented by Soham Modi S/o Satish Modi
Office at 5-4-187/3&4, Soham Mansion,
II Floor, MG Road, Secunderabad

... Respondents

PETITION FILED UNDER SECTION 148-A OF CPC

For the reasons stated in the accompanying affidavit, it is prayed that the Hon'ble Court may be pleased to issue prior notice to the petitioner or to its counsel Shri Deepak Bhattacharjee, Advocates, Off: Flat No.101 & 102, Nirman Tower, 38, East Marredpally, Secunderabad, in the event any suit / petition or proceedings initiated before the Hon'ble Court or pass such other order or orders as this Hon'ble Court may deems fit and proper in the circumstances of the case.

Place : Hyderabad
Date : .05.2014

Counsel for the Petitioner

BEFORE THE HON'BLE VACATION
JUDGE: C.C.C HYDERABAD
(IN THE COURT THE OF JUNIOR CIVIL
JUDGE CITY CIVIL COURT,
HYDERABAD)

CAVEAT PETITION NO. OF 2014

Between :

M/s. Exensys Software Solutions Ltd
... Petitioner.

And

Mr Syed Mehdi and others
... Respondents

PETITION FILED UNDER SECTION
148-A OF C.P.C.

Filed on : .5.2014

Filed by

Shri Deepak Bhattacharjee
Ms Geeta Rani
Shiv Shankar
Dishit Bhattacharjee
Advocates

Counsel for the petitioner

Flat no. 101 & 102, Nirman Tower
38, East Marredpally, Secunderabad
Ph. 27732657, 65211550

OP
OP

DRAFT

Regd Post Ack.due

May 8, 2014

To
M/s.Exensys Software Solutions Ltd.,
Rep. by it's Director (Finance), Mr. S.
Sanjay Kumar, having it's Regd. Office at
H.No.8-2-684/1/18, RM Mansion,
Kanaka Durga Temple Lane,Rd.No.12,
Banjara Hills, Hyderabad

Under instructions from our clients M/s.Modi Properties and Investments Pvt. Ltd., represented by its Managing Director Sri Soham Modi S/o Sri Satish Modi, having it's office at 5-4-187/3&4, Soham Mansion, IInd Floor, MG Road, Secunderabad, we hereby issue you the following notice.

Our client states that it is the Manager having entered into a property management agreement dtd. 01.06.2003 with the owners Mr. Syed Mehdi and Mrs. Razia Bano of the premises under your occupation situated at Plot No.18 & 19, admeasuring 734 Sq.yards, in the building known as RM Mansion in premises bearing No.8-2-684/1/18, situated at Road No.12, Banjara Hills, Hyderabad totally admeasuring a built up area of 18000 Sqft. Our client as the GPA holder of the owners of the above premises has entered in to a lease deed dtd. 20.10.2010 with you. As per the terms of the lease which is valid for six years and our client is authorized to collect the rent and also general amenities charges on behalf of the owners.

Our client states that as per the lease deed you are supposed to pay the rent and general amenities charges to our client as the GPA holder of the owners of the building. Our client states that you have defaulted in paying the rents from Nov'2013 to April'2014. The amount of rent that are due and payable by you is Rs.35,34,217/- the details of which are given below:

MONTH	GROSS	SERVICE TAX	TOTAL RENT RECEIVABLE
Arrears difference			363282.00
TDS Receivable			268272.00
Nov'2013	4,30,560.00	53217.00	483777.00
Dec'2013	4,30,560.00	53217.00	483777.00
Jan'2014	4,30,560.00	53217.00	483777.00
Feb'2014	4,30,560.00	53217.00	483777.00
Mar'2014	4,30,560.00	53217.00	483777.00
April'2014	4,30,560.00	53217.00	483777.00
TOTAL			3534217.00

Contd..2..

You are further defaulter in the payments of charges of general amenities to our client from October'2013 to April'2014 amounting to Rs.3,48,519/-. As per the details given below:

Manager (Dabore)

MONTH	GROSS	SERVICE TAX	TOTAL RENT RECEIVABLE
Arrears difference			21213.00
TDS Receivable			32832.00
Oct'2013	37440.00	4628.00	42068.00
Nov'2013	37440.00	4628.00	42068.00
Dec'2013	37440.00	4628.00	42068.00
Jan'2014	37440.00	4628.00	42068.00
Feb'2014	37440.00	4628.00	42068.00
Mar'2014	37440.00	4628.00	42068.00
April'2014	37441.00	4628.00	42069.00
TOTAL			3,48,519.00

Thus you are due and payable an amount of Rs.38,82,736/- to the owner of the premises and also our client. In view of quantum of rent the lease is not governed by the A.P. Rent Control Act. It is pertinent to mention here either the lease deed or the Agreement for amenities was not registered as required under Law and subsequent to that there is no subsisting valid lease deed executed between you and our client therefore, the lease is month to month and can be terminated by issuing a notice U/s 106 of Transfer of Property Act giving 15 days time for vacating the premises under your occupation. Further you have addressed a letter to the landlords that you are confirm that you would vacate the premises by 31st March,2014 after settling all the dues that are receivable by our clients. You have not kept up your promise and you are continuing in occupation.

You are very irregular in payment of rents and you are due and payable a sum of Rs.38,82,736/- towards rent and general amenities as on 30th April, 2014, the amount also includes the Service Tax component. In spite of repeated demands you have failed to pay the arrears of rent. Hence, our client is not desirous of continuing the tenancy and hereby terminate the tenancy.

We hereby call upon you to vacate and handover the peaceful possession of the above said premises under your occupation within 15 days from the date of receipt of this notice and also pay a sum of Rs. 38,82,736/- towards arrears of rents, general amenities and service tax. If you fail to vacate the said premises under your occupation within 15 days from the date of receipt of this notice, you are liable to pay a sum of Rs.5,00,000/- per month towards mesne profits and damages for holding over the premises illegally, our client will take all such steps which are available to them for both eviction and recovery of rents in an appropriate Court of Law holding you liable for all costs and consequences arising thereof.

Please remit a sum of Rs.5000/- towards cost of this notice.

APPROVED BY
12 MAY 2014
SUNAM MOJJI
MANAGING DIRECTOR

(C.BALAGOPAL)
ADVOCATE

WITNESS TDS

Exhibits

- 388 2,736

Date: 05.05.2014		Payable to Syed Mehdi & Razia bano.				Payable to Modi Properties & Investments Pvt. Ltd.			
		Exensys software				Exensys software			
Month	Gross	Service Tax	Total Rent Receivable	Month	Gross	Service Tax	Total Rent- Receivable		
Arrears difference in rent			363282	Arrears difference in rent			21213		
TDS Receivable			268272	TDS receivable			32832		
Nov-13	430560	53217	483777	Oct-13	37440	4628	42068		
Dec-13	430560	53217	483777	Nov-13	37440	4628	42068		
Jan-14	430560	53217	483777	Dec-13	37440	4628	42068		
Feb-14	430560	53217	483777	Jan-14	37440	4628	42068		
Mar-14	430560	53217	483777	Feb-14	37440	4628	42068		
Apr-14	430560	53217	483777	Mar-14	37440	4628	42068		
Total			3534217	Apr-14	37441	4628	42069		
				Total			348519		
enclosed database report									

(Signature)

Handwritten calculations and notes:

3882736
 0000
 3882736
 1612727
 2216217
 351500
 1612727
 191141519
 13212736

Flom's

Rent Arrears Building Wise

Building Name.: R M Mansion

As On Apr - 2014

Lease Doc No	Tenant Name	Receivables	Received	TDS Receivables	Arrears With TDS	Arrears With Out TDS
15	Exensys Software	27259101.00	23724884.00	268272.00	3534217.00	3265945.00
16	Exensys Software	2364197.00	2015678.00	32832.00	348519.00	315687.00

388,273.6 35,81,632



Letter of confirmation

From,
Exensys Software Limited,
8-2-684/1/18, R. M. Mansion,
Kanaka Durga Temple Lane,
Road No. 12, Banjara Hills,
Hyderabad – 500 034,

To,
Mr. Syed Mehdi & Mrs. Razia Bano,
R/o. 1-5-16/2/1, Musheerabad,
Hyderabad.

Sub.: Confirmation of termination of lease Agreement

Ref.: Lease for premises bearing house no. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor).

Dear Mr. Mehdi,

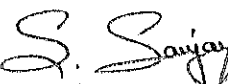
We hereby confirm the lease for the said premises shall stand terminated on 31.03.2014. We shall handover vacant possession of the premises by 31.03.2014 after liquidating assets provided by us in the said building.

We confirm that the balance arrears of rent and amenity charges after adjusting the security and other deposits lying with you shall be paid / received on or before 30.04.2014.

Thanking you

Yours sincerely,

For Exensys Software Limited


S. Sanjay Kumar
Director



From,
Exensys Software Limited,
8-2-684/1/18, R. M. Mansion,
Kanaka Durga Temple Lane,
Road No. 12, Banjara Hills,
Hyderabad – 500 034,

To,
Mr. Syed Mehdi & Mrs. Razia Bano,
R/o. 1-5-16/2/1, Musheerabad,
Hyderabad.

Sub.: Payment of arrears rent and amenity charges for months from July to Oct'2013 (4 months).
Ref.: Lease for premises bearing house no. 8-2-684/1/18, situated at Road No. 12, Banjara Hills,
Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second
floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor).

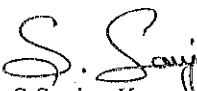
Dear Mr. Mehdi,


Please find enclosed the following cheques issued towards payment of arrears of rent and amenity charges for the months from July to Oct'2013.

Sl No	Bank	Branch	Chq. No	Chq.dt.	Favouring	Amount
1.	SBH	Banjara Hills, Hyd	027413 ✓	06/02/2014	Syed Mehdi	1,86,459
2.	-do-	-do-	027414 ✓	06/02/2014	Razia Bano	1,86,459
3.	-do-	-do-	027415	06/02/2014	Modi Properties	32,428
4.	-do-	-do-	027421 ✓	27/02/2014	Syed Mehdi	1,86,459
5.	-do-	-do-	027422 ✓	27/02/2014	Razia Bano	1,86,459
6.	-do-	-do-	027423 ✓	27/02/2014	Modi Properties	32,428
7.	-do-	-do-	027425 ✓	31/03/2014	Syed Mehdi	4,40,722
8.	-do-	-do-	027426 ✓	31/03/2014	Razia Bano	4,40,722
9.	-do-	-do-	027428 ✓	31/03/2014	Modi Properties	76,648
		Total				17,68,784

Thanking you,

Yours sincerely,
For Exensys Software Limited,


S.Sanjay Kumar
Director



*cheques
Syed Mehdi & Razia Bano
chq's received
20/2/14*

*cheques received
MPPPL chq's 20/2/14*

BLAD N G. ROAD <500003>
A RIN3669413391M
Counter No:1, CP-Code:CPR
To:M/S.EXENSYS SOFTWARE,
Banjara Hills S.O, PIN:500034
From:C. BALAGOPAL, SO
Wt:20grams,
Amt:25.00, 13/05/2014, 13:17
<<Track on www.indiapost.gov.in>>



Door No. 10-2-278, Flat No. 103,
Suresh Harivillu Apartments,
Road No. 11, West Marredpally,
Secunderabad - 500 026.
Ph : 64570512,
Cell : 9441782451, 9246172988

Regd Post Ack.due


May 8, 2014

To
M/s.Exensys Software Solutions Ltd.,
Rep. by it's Director (Finance), Mr. S. Sanjay
Kumar, having it's Regd. Office at
H.No.8-2-684/1/18, RM Mansion;
Kanakadurga Temple Lane, Rd.No.12,
Banjara Hills, Hyderabad

Under instructions from our clients M/s.Modi Properties and Investments Pvt. Ltd., represented by its Managing Director Sri Soham Modi S/o Sri Satish Modi, having it's office at 5-4-187/3&4, Soham Mansion, IInd Floor, MG Road, Secunderabad, we hereby issue you the following notice.

Our client states that it is the Manager having entered into a property management agreement dtd. 01.06.2003 with the owners Mr. Syed Mehdi and Mrs. Razia Bano of the premises under your occupation situated at Plot No.18 & 19, admeasuring 734 Sq.yards, in the building known as RM Mansion in premises bearing No.8-2-684/1/18, situated at Road No.12, Banjara Hills, Hyderabad totally admeasuring a built up area of 18000 Sqft. Our client as the GPA holder of the owners of the above premises has entered in to a lease deed dtd. 20.10.2010 with you. As per the terms of the lease which is valid for six years and our client is authorized to collect the rent and also general amenities charges on behalf of the owners.

Our client states that as per the lease deed you are supposed to pay the rent and general amenities charges to our client as the GPA holder of the owners of the building. Our client states that you have defaulted in paying the rents from Nov'2013 to April'2014. The amount of rent that are due and payable by you is Rs.35,34,217/- the details of which are given below:

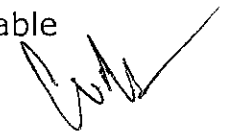

Contd..2..

MONTH	GROSS	SERVICE TAX	TOTAL RENT RECEIVABLE
Arrears difference			363282.00
TDS Receivable			268272.00
Nov'2013	4,30,560.00	53217.00	483777.00
Dec'2013	4,30,560.00	53217.00	483777.00
Jan'2014	4,30,560.00	53217.00	483777.00
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Mar'2014	4,30,560.00	53217.00	483777.00
April'2014	4,30,560.00	53217.00	483777.00
TOTAL			3534217.00

You are further defaulter in the payments of charges of general amenities to our client from October'2013 to April'2014 amounting to Rs.3,48,519/- . As per the details given below:

MONTH	GROSS	SERVICE TAX	TOTAL RENT RECEIVABLE
Arrears difference			21213.00
TDS Receivable			32832.00
Oct'2013	37440.00	4628.00	42068.00
Nov'2013	37440.00	4628.00	42068.00
Dec'2013	37440.00	4628.00	42068.00
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April'2014	37441.00	4628.00	42069.00
TOTAL			3,48,519.00

Thus you are due and payable an amount of Rs.38,82,736/- to the owner of the premises and also our client. In view of quantum of rent the lease is not governed by the A.P. Rent Control Act. It is pertinent to mention here either the lease deed or the Agreement for amenities was not registered as required under Law and subsequent to that there is no subsisting valid lease deed executed between you and our client therefore, the lease is month to month and can be terminated by issuing a notice U/s 106 of Transfer of Property Act giving 15 days time for vacating the premises under your occupation. Further you have addressed a letter to the landlords that you are confirm that you would vacate the premises by 31st March,2014 after settling all the dues that are receivable



C. BALAGOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C.V. CHANDRA MOULI
P. VIKRAM KUMAR
ADVOCATES



Door No. 10-2-278, Flat No. 103,
Suresh Harivillu Apartments,
Road No. 11, West Marredpally,
Secunderabad - 500 026.
Ph : 64570512,
Cell : 9441782451, 9246172988


:: 3 ::

by our clients. You have not kept up your promise and you are continuing in occupation.

You are very irregular in payment of rents and you are due and payable a sum of Rs.38,82,736/- towards rent and general amenities as on 30th April, 2014, the amount also includes the Service Tax component. In spite of repeated demands you have failed to pay the arrears of rent. Hence, our client is not desirous of continuing the tenancy and hereby terminate the tenancy.

We hereby call upon you to vacate and handover the peaceful possession of the above said premises under your occupation within 15 days from the date of receipt of this notice and also pay a sum of Rs. 38,82,736/- towards arrears of rents, general amenities and service tax. If you fail to vacate the said premises under your occupation within 15 days from the date of receipt of this notice, you are liable to pay a sum of Rs.5,00,000/- per month towards mesne profits and damages for holding over the premises illegally, our client will take all such steps which are available to them for both eviction and recovery of rents in an appropriate Court of Law holding you liable for all costs and consequences arising thereof.

Please remit a sum of Rs.5000/- towards cost of this notice.


(C.BALAGOPAL)
ADVOCATE

Deepak Bhattacharjee

B.Sc., LL.M.

ADVOCATE

HIGH COURT of A.P.

Office : Flat No. 101 & 102, 1st Floor,
38, Nirman Towers, East Marredpally, Secunderabad-26.
Tel : +91-40-27732657, 65211550, 65217550, 27730174
Fax : +91-40-2773 0174
Email : deepak.bhattacharjee@gmail.com
bhattacharjee_deepak@yahoo.co.in
deepak@deepakbhattacharjee.com

// Registered Post with Ack. Due //

26th May 2014

Shri C. Balagopal
Advocate
Door No 10-2-278, Flat No.103
Suresh Harivillu Apartments
Road No.11, West Marredpally
Secunderabad-500 026

REPLY TO NOTICE DATED 08.05.2014

Your notice dated 08.05.2014 issued on behalf of your client M/s Modi Properties and Investments Pvt Ltd., represented by its Managing Director Shri Soham Modi, S/o Sri Satish Modi, having its office at 5-4-187/3&4, Soham Mansion, II floor, MG Road, Secunderabad is placed on my hand by my client M/s Exensys Software Solutions Ltd, Represented by its Director Shri S. Sanjay Kumar having its office situated at H.No 8-2-684/1/18, RM Mansion, Kanaka Durga Temple Lane, Road No.12, Banjara Hills, Hyderabad with instructions to reply to your notice as under : -

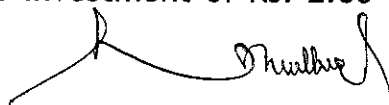
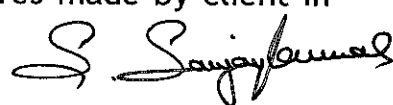
1. That, my client is in the business of software development since 2000. My client is a public limited company listed in Madras and Ahmedabad Stock Exchanges. My client has taken your client's building situated at 8-2-684/1/18, RM Mansion, Road No. 12, Banjara Hills, Hyderabad on lease in the year 2003 as bear shell comprising of 5 floors (3 floors for office, -1 floor for parking and -2 floor for cafeteria). My client has invested approximately 2 crores in providing infrastructure facilities in the scheduled property converting all the floors into office (i.e. workstations, cabins etc.). My client has accommodated 230 employees in the facility, presently scaled down to 100 employees on board. My client has renewed the lease agreements since 2003 on expiry of the specified period mentioned in the said agreement with revised terms and conditions. The last lease agreement date was 20th October, 2010 for a lease period of 6 years. My client is paying rents continuously without any delays from the year 2003 onwards. The security deposit paid till date stood at Rs. 25,05,300/-.



Residence : Row H.No. 22, Canton Park, Petbasheerabad, Jeedimetla Village, Medchal Road, Secunderabad - 500 055. Ph. : 27940240

Donate Your Eyes and Live Twice

2. It is to state that my client's line of business was affected due to internal and external factors which directly impacted our business cash flows. The entire cash flows and business operation has come to stand still. My client is not in a position to pay employees salaries and vendors payments. The management of my client is putting their sincere efforts to get big time investors on board for the last 6 months. The investors in the software industry business are highly cautious, where getting investments in software industry is an achievement and time consuming. My client has been appraised by the chairman that few investors have expressed their willingness to invest in my client's company and to take forward. The process of closure and transfer of funds may take minimum another one month time period. My client is regularly in touch with the chairman and updating the developments. My client is expecting cash inflows in the month of June 2014.
3. That, as per the demand made from your end, a sum of Rs.38,82,736/- towards arrears of rent, general amenities and service tax is due and payable is not correct. However, the demand did not show the deduction of the sum of Rs.18,13,000/- paid towards security deposit and Rs.6,92,300/- towards electricity deposit in total amounting to Rs.25,05,300/- paid by my client. The total amount payable is Rs.33,26,419/- only. If the said amount is deducted from the demand made by your client, the amount due and payable shall be only Rs.8,21,119/- by my client. My client has remitted TDS amount and handed over Form-16 to your client. At the same time, an investment of Rs. 2.00 crores which is made by my client in adding fixtures, fittings, furniture, constructions etc is not taken into consideration. Without adjusting and without taking cognizance of the investment made in the building by my client, the notice is not tenable in the eye of law. The demand for a sum of Rs. 5.00 lakhs towards mesne profit is also untenable as the rent which is now paid by my client is also on much higher side as on date. The notice fee of Rs.5000/- is also not tenable because there was no occasion arisen for issuing the legal notice without adjusting the money withheld.
4. You are requested by my client to withdraw the notice and take cognizance of the investment of Rs. 2.00 crores made by client in

Deepak Bhattacharjee

B.Sc., LL.M.

ADVOCATE

HIGH COURT of A.P.

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38, Nirman Towers, East Marredpally, Secunderabad-26.
Tel : +91-40-27732657, 65211550, 65217550, 27730174
Fax : +91-40-2773 0174
Email : deepak.bhattacharjee@gmail.com
bhattacharjee_deepak@yahoo.co.in
deepak@deepakbhattacharjee.com

the property and also the deposit of Rs. 25,05,300/- available with your client paid by my client.

5. Therefore, kindly request your client not to precipitate the matter any further and take law into his own hands. In spite of this reply, if your client chooses to go ahead with any speculative litigation it shall be done so at your client's own peril as to costs and consequences ensuing thereof.
6. You are also requested to advise your client to pay a sum of Rs.5000/- towards this reply notice charges to my client.


DEEPAK BHATTACHARJEE
ADVOCATE

Residence : Row H.No. 22, Canton Park, Petbasheerabad, Jeedimetla Village, Medchal Road, Secunderabad - 500 055. Ph. : 27940240

Donate Your Eyes and Live Twice

11

10

9

RLAD NEHRUNAGAR 50 (500026)
A RN375362704IN
Counter No:1, CP-Codes:LA/PI
Amount:Rs25.00
Wt:20grams, 27/05/2014 11:45

From :

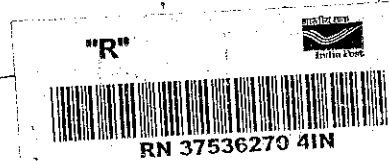
Deepak Bhattacharjee

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ADVOCATE

High Court of A.P.
38, Nirman Towers, Flat Nos. 101 & 102, 1st Floor,
East Marredpally, Secunderabad-500 026.
Tel : 040-27732657, Fax : 040-2773 0174

SPEED POST
Registered Post with Ack / Due.
- COURIER -



To,
Shri C. Balagopal
Advocate
Door No 10-2-278, Flat No.103
Suresh Harivillu Apartments
Road No.11, West Marredpally
Secunderabad-500 026

C. BALAGOPAL
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Ph : 64570512,
Cell : 9441782451, 9246172988

Regd Post Ack.due

May 8, 2014

To
M/s.Exensys Software Solutions Ltd.,
Rep. by it's Director (Finance), Mr. *Souraj*
Tripathi, having it's Regd. Office at
H.No.8-2-684/1/18, RM Mansion,
Kanaka Durga Temple Lane, Rd.No.12,
Banjara Hills, Hyderabad

Under instructions from our clients M/s.Modi Properties and Investments Pvt. Ltd., represented by its Managing Director Sri Soham Modi S/o Sri Satish Modi, having it's office at 5-4-187/3&4, Soham Mansion, IInd Floor, MGRoad, Secunderabad, we hereby issue you the following notice.

Our client states that it is the Manager having entered into a property management agreement dtd. 01.06.2003 with the owners Mr. Syed Mehdi and Mrs. Razia Bano of the premises under your occupation situated at Plot No.18 & 19, admeasuring 734 Sq.yards, in the building known as RM Mansion in premises bearing No.8-2-684/1/18, situated at Road No.12, Banjara Hills, Hyderabad totally admeasuring a built up area of 18000 Sqft. Our client as the GPA holder of the owners of the above premises has entered in to a lease deed dtd. 20.10.2010 with you. As per the terms of the lease which is valid for six years and our client is authorized to collect the rent and also general amenities charges on behalf of the owners.

Our client states that as per the lease deed you are supposed to pay the rent and general amenities charges to our client as the GPA holder of the owners of the building. Our client states that you have defaulted in paying the rents from Nov'2013 to April'2014. The amount of rent that are due and payable by you is Rs.35,34,217/- the details of which are given below:

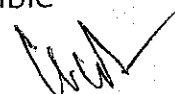
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TOTAL			3,48,519.00

Thus you are due and payable an amount of Rs.38,82,736/- to the owner of the premises and also our client. In view of quantum of rent the lease is not governed by the A.P. Rent Control Act. It is pertinent to mention here either the lease deed or the Agreement for amenities was not registered as required under Law and subsequent to that there is no subsisting valid lease deed executed between you and our client therefore, the lease is month to month and can be terminated by issuing a notice U/s 106 of Transfer of Property Act giving 15 days time for vacating the premises under your occupation. Further you have addressed a letter to the landlords that you are confirm that you would vacate the premises by 31st March,2014 after settling all the dues that are receivable



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:: 3 ::

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You are very irregular in payment of rents and you are due and payable a sum of Rs.38,82,736/- towards rent and general amenities as on 30th April, 2014, the amount also includes the Service Tax component. In spite of repeated demands you have failed to pay the arrears of rent. Hence, our client is not desirous of continuing the tenancy and hereby terminate the tenancy.

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Please remit a sum of Rs.5000/- towards cost of this notice.


& (C.BALAGOPAL)
ADVOCATE

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Regd Post Ack.due

May 8, 2014

To
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Rep. by it's Director (Finacne), Mr.S. *Sanjay*
Kumar, having it's Regd. Office at
H.No.8-2-684/1/18, RM Mansion,
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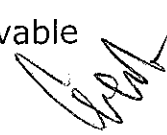
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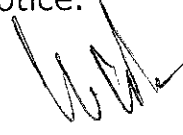
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Please remit a sum of Rs.5000/- towards cost of this notice.


X (C.BALAGOPAL)
ADVOCATE





ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S. KIRAN KUMAR
Licenced Stamp Vender
S.V.L. No 18/28/2009
G4, Annapurna Aprs
Narayanaguda Hyderabad

No. 8152 Date 28/05/2013

to Sahani Modi

for Whom. Satissh Modi

of Whom. Modi properties & Investments

PROPERTY MANAGEMENT AGREEMENT

This agreement is made and executed at Hyderabad on this 29th day of May 2013 by and between.

- 1. MR. SYED MEHDI, son of Mr. Syed Mohammed, aged about 55 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
- 2. MRS. RAZIA BANO, wife of Mr. Syed Mehdi, aged about 45 years, resident of 1-5-16/2/1, Mushcerabad, Hyderabad - 500 020

(hereinafter collectively referred to as "OWNERS")

AND

3. M/S. MODI PROPERTIES & INVESTMENT PVT. LTD., a Company duly incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 and represented by its Managing Director Mr. Soham Modi, S/o, Shri Satissh Modi, aged about 44 years, Occupation Business

(hereinafter referred to as "MANAGER")

[Signature]
Razia Bano

[Signature]

The expressions OWNERS and MANAGER shall mean and include unless it is repugnant to the context their legal heir, administrator, executor, assignee, nominee, successor in interest, successor in office and the like.

WHEREAS:

1. The OWNERS have developed/ constructed a building known as R. M. Mansion on land area of about 750 sq. yards bearing house No 8-2-684/1/18&19, situated at Road No. 12, Banjara Hills, Hyderabad. The area of construction consisting of parking and lower basement floors, ground floor and two upper floors is about 18,000 sft. Herein after this building is referred to as the "Scheduled Premises".
2. The OWNERS intend to give on lease the constructed premises to various parties and intend that the property as a whole be efficiently managed.
3. The MANAGER is engaged in the business of real estate as developer, managers, underwriters etc., and has experience, manpower and other resources.
4. The Owners have approached the Manager with a request to take over the various aspects of a property management such as marketing, negotiating with tenants/prospective purchasers, day to day maintenance of the Building involving appointment and supervision of watchmen, electrician, plumber, etc., collection of rents and other charges from the tenants and proper accounting of rents collected and expenses.
5. The Manager has agreed to render its property management services in respect of the Scheduled Premises on terms and conditions, contained hereinafter.
6. The parties hereto have agreed to certain terms and conditions for the property management and are desirous of reducing the same into writing.

NOW THEREFORE THIS PROPERTY MANAGEMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Owners have agreed to give on a consideration and terms and conditions contained herein to the MANAGER the management of building known as R.M.Mansion bearing No, 8-2-684/1/18& 19, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18000 sft (3000 sft each on the ground, first and second floors and 4500 sft. each on the parking and lower basement floors). This building hereinafter is referred to Scheduled Premises.
2. That the MANAGER has agreed to take from the OWNERS the property management of the Scheduled Premises on consideration and terms and conditions contained herein.
3. That the MANAGER shall undertake the following property management services in respect of Scheduled Premises at the cost of the OWNERS.
 - (a) Advertise, make brochures, negotiate and finalize the lease on such terms and conditions, as they deem fit and proper.
 - (b) To maintain and upkeep the Scheduled Premises in good condition and if required to make additions, alterations and improvements to the building.
 - (c) To appoint full time/part time maintenance staff like watchmen, electrician, plumber, engineer, supervisor, etc., that may be required for the maintenance on such terms and conditions as they deem fit and proper.

x *Enthabadi*

Sharma

- (e) Collection of rents and maintenance charges from the tenants
- (f) Maintenance of accounts.
- (g) To do all such other acts and deeds that are generally required for an efficient management of the property.
- (h) To initiate any proceedings for eviction of defaulting tenants.
4. That the MANAGER for its services shall be entitled to 8% of gross rent and general amenities charges receivable from various tenants of the Scheduled Premises. The service charges shall be payable by the OWNERS monthly on receipt of rents from the tenants, alternatively the MANAGER shall be entitled to collect 8% of the gross rent and general amenities charges receivable from various tenants directly from the tenants.
5. That the MANAGER shall be entitled to 8% of the rent/ security deposit received from the tenants of the Scheduled Premises free of interest and shall be refunded to the OWNERS at the time of tenant vacating or on termination.
6. That this agreement shall be effective from 1st June 2013 and shall be for a period of over 10 years. However either party on giving an advance notice of 3 months to the other party can terminate this agreement.
7. That for smooth and efficient day to day management, the OWNERS hereby agree
- (a) To execute a specific power of attorney and/or any other document(s) in favour of MANAGER authorising it to negotiate, to execute lease agreements, to collect rents and other charges, to initiate legal action against tenants, to issue rental receipt etc.
- (b) To open a bank account in a bank convenient to the MANAGER and to give a mandate to the MANAGER for its operation
- (c) To initiate any proceedings for eviction of all or any unauthorised occupants/ tenants.
8. That the OWNERS shall be bound by the acts and deeds done by the MANAGER for and on behalf of the OWNERS in performance of its obligations under this agreement.

IN WITNESS whereof the parties hereto have put their respective hands on the date mentioned herein above.

WITNESSES

1. G. Sarkuman
2. B. PRAVEEN

(OWNERS)

Syed Mehdi

1. Syed Mehdi

Razia Bano

2. Razia Bano

(MANAGER)

Modi Properties & Investment (P) Ltd.

[Signature]



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S. KIRAN KUMAR
Licenced Stamp Vendor
S.V.L. No 18/28/2009
G4, Annapurna Aprs
Narayanaguda Hyderabad

S.No 8152 Date 28/05/2013
Sole to Soham Modi
S/o. Shri. Satish Modi
For Whom. up. Modi Properties & Investments

PROPERTY MANAGEMENT AGREEMENT

This agreement is made and executed at Hyderabad on this 29th day of May 2013
by and between.

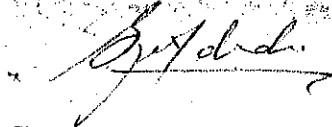
1. MR. SYED MEHDI, son of Mr. Syed Mohammed, aged about 55 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
2. MRS. RAZIA BANO, wife of Mr. Syed Mehdi, aged about 45 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020

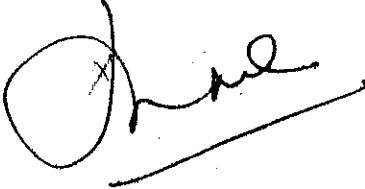
(hereinafter collectively referred to as "OWNERS")

AND

3. M/S. MODI PROPERTIES & INVESTMENT PVT. LTD., a Company duly incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 and represented by its Managing Director Mr. Soham Modi, S/o. Shri Satish Modi, aged about 44 years, Occupation Business

(hereinafter referred to as "MANAGER")


Razia Bano




The expressions OWNERS and MANAGER shall mean and include unless it is repugnant to the context their legal heir, administrator, executor, assignee, nominee, successor in interest, successor in office and the like.

WHEREAS:

1. The OWNERS have developed/ constructed a building known as R. M. Mansion on land area of about 750 sq. yards bearing house No 8-2-684/1/18&19, situated at Road No. 12, Banjara Hills, Hyderabad. The area of construction consisting of parking and lower basement floors, ground floor and two upper floors is about 18,000 sft. Herein after this building is referred to as the "Scheduled Premises".
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3. The MANAGER is engaged in the business of real estate as developer, managers, underwriters etc., and has experience, manpower and other resources.
4. The Owners have approached the Manager with a request to take over the various aspects of a property management such as marketing, negotiating with tenants/prospective purchasers, day to day maintenance of the Building involving appointment and supervision of watchmen, electrician, plumber, etc., collection of rents and other charges from the tenants and proper accounting of rents collected and expenses.
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 - (c) To appoint full time/part time maintenance staff like watchmen, electrician, plumber, engineer, supervisor, etc., that may be required for the maintenance on such terms and conditions as they deem fit and proper.


x 
Rania Bano

x 

- (d) Liaison with the tenants
 - (e) Collection of rents and maintenance charges from the tenants
 - (f) Maintenance of accounts.
 - (g) To do all such other acts and deeds that are generally required for an efficient management of the property.
 - (h) To initiate any proceedings for eviction of defaulting tenants.
4. That the MANAGER for its services shall be entitled to 8% of gross rent and general amenities charges receivable from various tenants of the Scheduled Premises. The service charges shall be payable by the OWNERS monthly on receipt of rents from the tenants, alternatively the MANAGER shall be entitled to collect 8% of the gross rent and general amenities charges receivable from various tenants directly from the tenants.
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IN WITNESS whereof the parties hereto have put their respective hands on the date mentioned herein above.

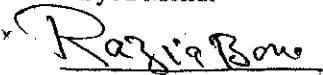
WITNESSES

1. 
- 2.

(OWNERS)



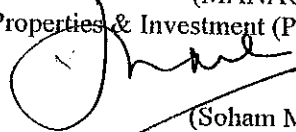
1. Syed Mehdi



2. Razia Bano

(MANAGER)

Modi Properties & Investment (P) Ltd.



(Soham Modi)
Managing Director



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Kiran
S. KIRAN KUMAR
Licenced Stamp Vender
S.V.L. No 18/28/2009
G4, Annapurna Aprs
Narayanaguda Hyderabad

No. 8152 Date 28/05/2013
Sold to *Soham Modi*
S/o. *Satish Modi*
Whom. *Modi properties & Investments*

PROPERTY MANAGEMENT AGREEMENT

This agreement is made and executed at Hyderabad on this 29th day of May' 2013
by and between.

1. MR. SYED MEHDI, son of Mr. Syed Mohammed, aged about 55 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad – 500 020
2. MRS. RAZIA BANO, wife of Mr. Syed Mehdi, aged about 45 years, resident of 1-5-16/2/1, Mushcerabad, Hyderabad – 500 020

(hereinafter collectively referred to as "OWNERS")

AND

3. M/S. MODI PROPERTIES & INVESTMENT PVT. LTD., a Company duly incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 and represented by its Managing Director Mr. Soham Modi, , S/o. Shri Satish Modi, aged about 44 years, Occupation Business

(hereinafter referred to as "MANAGER")

Syed Mehdi
Razia Bano

Soham Modi

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 - (c) To appoint full time/part time maintenance staff like watchmen, electrician, plumber, engineer, supervisor, etc., that may be required for the maintenance on such terms and conditions as they deem fit and proper.

x 
Rabi Bano

x 

- (d) Liaison with the tenants
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 - (f) Maintenance of accounts.
 - (g) To do all such other acts and deeds that are generally required for an efficient management of the property.
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IN WITNESS whereof the parties hereto have put their respective hands on the date mentioned herein above.

WITNESSES

1. G. Sankaran

2.

(OWNERS)

Syed Mehdi

1. Syed Mehdi

Razia Bano

2. Razia Bano

(MANAGER)

Modi Properties & Investment (P) Ltd.

Soham Modi

(Soham Modi)
Managing Director

50 Rs.



S. No. 2850 Date 12-5-03
Sold to MODI Properties & Investment (P) LTD.
S/o
For Whom Self Sec Bad

L-G-Client
LEELA G. CHIMALGI
STAMP VENDOR
L No: 11,97, K No: 1/2003
5-4-76/A Cellar, Panigunt
SECUNDERABAD - 500 003.

PROPERTY MANAGEMENT AGREEMENT

This agreement is made and executed at Hyderabad on this 1st day of June 2003 by and between:

1. **SYED MEHDI**, S/o. Mr. Syed Mohammed aged about 44 years , R/o. H.No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,
2. **RAZIA BANO**, W/o. Mr. Syed Mehdi, aged about 34 years, R/o. H. No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,

(herein after collectively referred to as OWNERS).

AND

3. **MODI PROPERTIES & INVESTMENTS PVT. LTD.**, a company incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3 & 4, III Floor, Soham Mansion, M.G. Road, Secunderabad, and represented by its Managing Director Sri. Soham Modi, S/o. Shri Satish Modi. (herein after referred to as MANAGER).

The expressions OWNERS and MANAGER shall mean and include unless it is repugnant to the context their legal heir, administrator, executor, assignee, nominee, successor in interest, successor in office and the like.

WHEREAS

1. The OWNERS have developed/constructed a building known as **R.M. Mansion** on land area of about 750 sq. yards bearing house No. 8-2-684/1/18&19, situated at Road No. 12, Banjara Hills, Hyderabad. The area of construction consisting of parking and lower basement floors, ground floor and two upper floors is about 18,000 sft. Herein after this building is referred to as "Scheduled Premises".

1. Syed Mehdi

2. Razia Bano

Soham Modi

50 Rs.



S. No. 2857 Date 12-5-03 50Rs.
Sold to MODI properties & Investment (P) LTD.
For whom self sealed

L. G. Chimalgi
LEELA G. CHIMALGI
STAMP VENDOR
L. No. 147, K. No. 1, 5003
5-4-1997, Hanumanji, Ranigunj
SECUNDERABAD - 500 003.

-2-

2. The OWNERS intends to give on lease the constructed premises to various parties and intends that the property as a whole be efficiently managed.
3. The MANAGER is engaged in the business of real estate developer, managers, underwriters etc., and has reasonable experience, manpower and other resources.
4. The OWNERS have approached the MANAGER with a request to take over the various aspects of a property management such as marketing, negotiating with tenants/prospective purchasers, day to day maintenance of the building involving appointment and supervision of watchmen, electrician, plumber etc., collection of rents and other charges from the tenants and proper accounting of rents collected and expenses.
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6. The parties hereto have agreed to certain terms and conditions for the property management and are desirous of reducing the same into writing.

NOW THEREFORE THIS PROPERTY MANAGEMENT AGREEMENT WITNESSETH AS FOLLOWS:

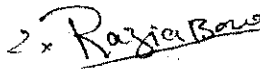
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1. *[Signature]*

2. Rajabau *[Signature]*

2. That the MANAGER has agreed to take from the OWNERS the property management of the Scheduled Premises on consideration and terms and conditions contained herein.
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6. That this agreement shall be effective from 1st June 2003 and shall be for a period of 10 years. However either party on giving an advance notice of 3 months to the other party can terminate this agreement.
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 - (a) To execute a specific power of attorney and/or any other document(s) in favour of MANAGER authorising it to negotiate, to execute lease agreements, to collect rents and other charges, to initiate legal action against tenants, to issue rental receipts etc.
 - (b) To open a bank account in a Bank convenient to the MANAGER and to give a mandate to the MANAGER for its operation.

1. 

2. 



8. That it is clearly understood by the parties hereto that the MANAGER by virtue of this agreement will not have claim of any tenancy/ownership rights over the Scheduled Premises.
9. That the OWNERS shall be binded by the acts and deeds done by the MANAGER for and on behalf of the OWNERS in performance of its obligations under this agreement.

IN WITNESS whereof the parties hereto have put their respective hands on the date mentioned herein above.

WITNESSES

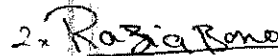
1..

(OWNERS)

1. 

1. Syed Mehdi

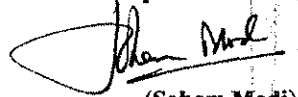
2.

2. 

2. Razia Bano

(MANAGER)

For Modi Properties & Inv. (P) Ltd.



(Soham Modi)

Managing Director



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

W 856503

S.No. 1119 Date 19/10/2010 Rs. 100
Sold to Razia Bano
S/o. D/o. W/o Syed Mehdi
For Whom S.M.

[Signature]
K. SATISH KUMAR
SVL.No.13/2000 R.No.16/2009
5-2-30, Premavathipet (V),
Rajendranagar (M), R.R. Dist.

LEASE DEED

This Lease Deed is made and executed at Secunderabad on this the 20th day of October 2010 by and between:

M/s. EXENSYS SOFTWARE SOLUTIONS LTD, a company incorporated under the provisions of the Companies Act 1956, having its registered office at 8-2-684/1/18, RM Mansion, Kanaka Durga Temple Lane, Road No. 12, Banjara Hills, Hyderabad represented by its Director - Finance Mr. Syed Fasihuddin.

(Hereinafter referred to as "LESSEE" (which expression shall unless it be repugnant to the context or meaning there-of be deemed to mean and include its, successors, executors, administrators and permitted assigns) of the First Part.

AND

1. MR. SYED MEHDI S/o MR. SYED MOHAMMED, aged about 52 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
2. MRS. RAZIA BANO W/O MR. SYED MEHDI, aged about 42 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020

represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, having its registered office at 5-4-187/3. & 4, II floor, M. G. Road, Secunderabad, represented by its Managing Director Mr. Soham Modi.

[Signature]
[Signature]

For SOHAM MODI
[Signature]
(GPA Holder of Razia Bano)
For SOHAM MODI
[Signature]
(GPA Holder of Syed Mehdi)

(hereinafter jointly referred to as the "LESSORS" and severally as LESSOR No. 1 & LESSOR No. 2 respectively, wherever the context so requires, which expression, unless repugnant to its context, shall mean and include their heirs, successors-in-interest, legal representatives, executors, administrators, permitted assigns etc.) of the Second Part.

- A. **WHEREAS** the Lessors are the absolute legal owners of the building and got valid, clear and marketable title, interest and powers to Lease commercial premise known as R M Mansion bearing Municipal No. 8-2-684/1/18; situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) (entire building) of the premises (hereinafter referred o as the "Leased Premises").
- B. **AND WHEREAS** the Lessee is a registered IT Firm, requires the Leased Premises on lease for the purpose of running an IT development Centre/ IT hardware or software related commercial/ Call Centre/ office or any other related business.
- C. **WHEREAS** the Lessors have entered into a property management agreement dated 01st June 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The Lessors have also given a specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01-06-2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc, (attached as Annexure-I herein).
- D. **KNOW ALL MEN BY THESE PRESENTS THAT** in pursuance of the rent hereby reserved and the covenants agreed specified hereunder, the Lessors hereby grant and the Lessee hereby taken on lease the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor), more particularly described at the foot of this document, on the following terms and conditions: -

NOW THIS DEED WITNESSETH AS UNDER

1. The Lessors have agreed to grant and the Lessee has agreed to take the Leased Premises on lease on monthly rent basis for the Lease Period of 6 years which will commence from 1st September, 2010 and shall end on 31st August, 2016 unless the lease is determined earlier in accordance with the terms and conditions of this Lease Deed.
2. The Lessee shall pay to the Lessors rent for the Leased Premises on monthly basis, hereinafter referred to as "Rent". The Rent shall be paid every succeeding month during the period of agreement after deduction of TDS or any other deduction as applicable.
3. The Lessee shall pay a rent per month as per the details below. Rent specified below is exclusive of applicable service tax. The Lessors shall raise invoice on Lessee for rent on monthly basis. The details of monthly rent payable are as under:

Rent payable for the period	Lessor No. 1	Lessor No. 2
From 1.9.10 to 31.8.2011	62,100/-	62,100/-
From 1.9.11 to 31.8.2012	74,520/-	74,520/-
From 1.9.12 to 31.8.2013	91,080/-	91,080/-
From 1.9.13 to 31.8.2014	1,07,640/-	1,07,640/-
From 1.9.14 to 31.8.2015	1,24,200/-	1,24,200/-
From 1.9.15 to 31.8.2016	1,44,900/-	1,44,900/-

Jnu

For SOHAM MODI

 (GPA Holder of Razia Begum)
 SOHAM MODI

 (GPA Holder of Syed Mehdil)

4. The LESSEE shall pay an amount of Rs. 16,20,000/- (Rupees Sixteen Laksh Twenty Thousand Only) towards Security Deposit, being equal to 12 months rent. The Lessee has already paid Rs. 8,10,000/- (Rupees Eight Lakhs Ten Thousand Only) as under:

Cheque Dt.	Cheque No.	Bank	Name	Amount
01/07/2003	13677	HSBC	Syed Mehdi	50,000
01/07/2003	13678	HSBC	Razia Bano	50,000
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			TOTAL	8,10,000

The Balance of Security Deposit amounting to Rs.8,10,000/- shall be paid as under:

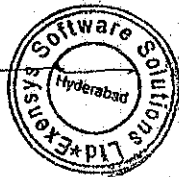
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10/11/2010	359077	SBH	Syed Mehdi	1,35,000
10/11/2010	359078	SBH	Razia Bano	1,35,000
10/12/2010	359079	SBH	Syed Mehdi	1,35,000
10/12/2010	359080	SBH	Razia Bano	1,35,000
			TOTAL	8,10,000

The Lessee shall increase the security deposit every year on or before 31st August of each year, as per the details given below, such that 12 months rent is maintained as deposit at all times on the then prevailing rent, which shall be refunded by the Lessors to the Lessee at the time of vacating and satisfactory handing over of the premises. The Lessee shall not be entitled to any interest on the Security Deposit lying with the Lessors.

Period	Security deposit to be paid in favour of Lessor No. 1	Security deposit to be paid in favour of Lessor No. 2
From 1.9.10 to 31.8.2011	4,05,000	4,05,000
From 1.9.11 to 31.8.2012	1,62,000	1,62,000
From 1.9.12 to 31.8.2013	2,16,000	2,16,000
From 1.9.13 to 31.8.2014	2,16,000	2,16,000
From 1.9.14 to 31.8.2015	2,16,000	2,16,000
From 1.9.15 to 31.8.2016	2,70,000	2,70,000

5. The lease shall be for a period of 6 years commencing from 1st day of September, 2010. This agreement of lease between the said Lessors and the said Lessee can be terminated by the Lessee with an advance notice of three months. However, the Lessee shall not be entitled to terminate the lease in the middle of the English calendar month. This lease shall be renewed only on mutually agreed terms.
6. The expenses of stamp duty and registration charges of this agreement in duplicate and all other incidental expenses shall be borne by the Lessee in full.
7. The Lessee shall pay the rent regularly each month on or before the 7th day of the succeeding month to the Lessors.

[Handwritten signature]



For SOHAM MOBI

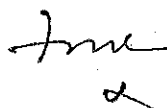
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CRA Holder of Razia Bano

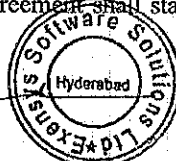
[Handwritten signature]
Holder of Syed Mehdi

8. The Lessee shall pay and bear the water & electricity consumption charges including any additional consumption deposit that may be levied from time to time, apart from the rent.
9. The Lessee shall keep the demised portion in a neat and habitable condition.
10. The Lessee shall carry out all minor repairs and regular maintenance at their own cost.
11. The Lessee shall utilize the demised portion for its office including its associated companies in the group but shall not use the said portion for residence or any illegal activity.
12. The Lessee shall not sub-let any portion of the premises or transfer the rights under the lease in favour of anyone.
13. The Lessee shall permit the Lessors or anyone authorised by it to inspect the demised portion at all reasonable hours of the day.
14. The Lessee shall be liable to pay all taxes, levies, charges like VAT, service tax, etc., that are payable or shall become payable to any government or statutorily authority from time to time as applicable.
15. The Lessors shall pay the property taxes pertaining to the leased premises.
16. The Lessors agrees not to cause any hindrance to the Lessee in the enjoyment of the demised portion provided the Lessee observes all the covenants without defaults as specified above.
17. The Lessors acknowledges that the Lessee has installed the following infrastructure in the Leased Premises as on today such as electrical fittings, false ceiling, air conditioning, partitions, doors & windows, DG set, Work Stations, cafeteria, furniture and fittings, transformer, installations etc., and any other system or infrastructure that the Lessee has installed at their own cost. The Lessors agrees to allow the Lessee to remove the items installed by the Lessee at the time of vacating the Leased Premises on the expiry of the lease or on termination of the lease which ever is earlier. Alternatively the Lessors may purchase the items provided on mutually agreed terms.
18. Any notice required to be served upon the Lessee shall deemed to have been sufficiently served upon it if posted to it by Registered Acknowledgement due post or left at the Leased Premises and acknowledged by the Lessee's authorized officer on its behalf, or delivered and acknowledged by an authorized officer of Lessee at the Leased Premises.
19. Neither Party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure is, either wholly or partly, due to Force Majeure conditions which means and includes, floods, strikes, earthquakes or other acts of God, or any acts of any governmental body or public enemy, wars, riots, embargoes, epidemics, fires or circumstances or contingencies beyond the control of such Party.

The Party affected by such Force Majeure condition shall forthwith notify in writing, the other Party of the nature and extent thereof, and shall, to the extent reasonable and lawful under the circumstances, uses its best efforts to remove or remedy such cause as soon as possible.

If the Force Majeure condition in question prevails for a continuous period of thirty (30) days, the Parties shall enter into bona fide discussion with a view to alleviating its effect on this Agreement by agreeing to such alternative arrangement as may be fair and reasonable. In case the parties do not agree to reach at an alternative arrangement within thirty (30) days of the discussion, the Agreement shall stand terminated automatically after the expiry of such thirty (30) days.


2

 FOR **SOHAM MODI** FOR **SOHAM MODI**
(GPA Holder of Razia Banu) (GPA Holder of Syed Mehdi)

20. **Arbitration:** In case any differences or disputes arise under or in respect of this lease deed whether relating to the scope, interpretation, implication or otherwise of its terms and conditions or any other dispute or difference connected with the lease, the same shall be referred to the 3 arbitrators. One arbitrator shall be appointed by each of the party and the third arbitrator shall be appointed by both the arbitrators. The parties agree that the disputes and differences shall be decided in accordance with the Arbitration and Conciliation Act, 1996 or any enactment thereof. The venue for the Arbitration shall be Hyderabad and shall be conducted in the English language.

21. **Severability:** In the event that any provision of this agreement or these conditions or any one of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties from any, relevant competent authority, the parties will:

- A) amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- B) at the discretion of the parties such provision may be severed from this agreement
- C) the remaining provision of this agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

DESCRIPTION OF THE LEASED PREMISES



All that portion on the building constructed on Plot No. 18 & 19 admeasuring 734 sq. yards known as R M Mansion, bearing premises No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) bounded by:


NORTH by	: 20' Road
SOUTH by	: 40' Road
WEST by	: 40' Road & Plot No. 20
EAST by	: 40' Road Plot No. 17

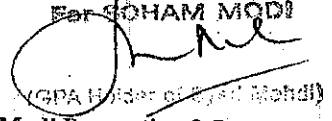
In witness whereof the LESSEE and the LESSORS have signed these presents on the date and at the place mentioned above.

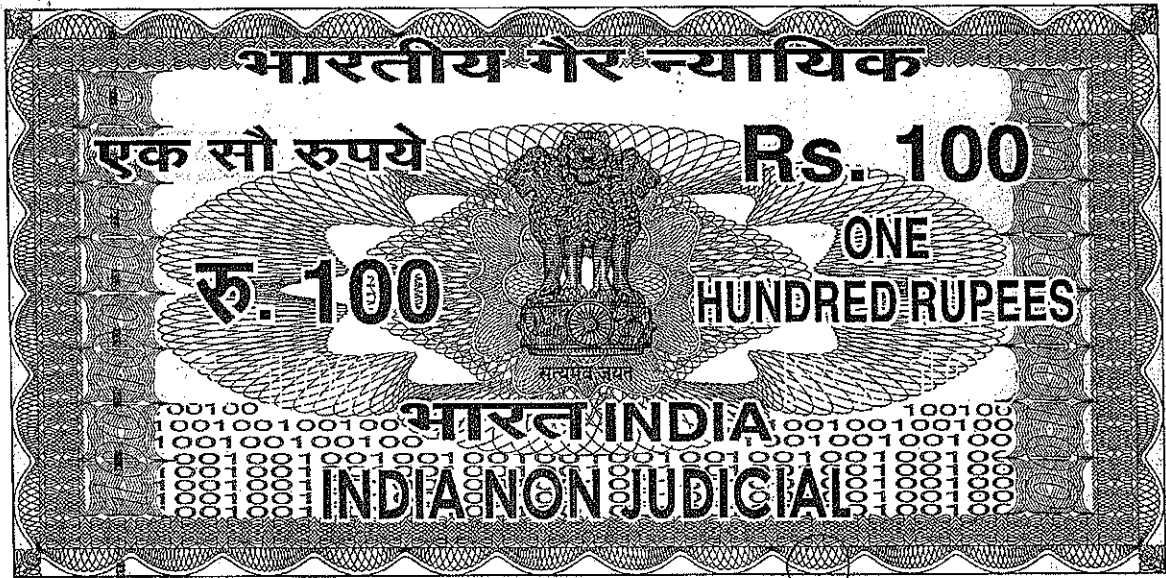
WITNESSES:

1. A S Rastogi
Board of Directors
2. Vinutha


LESSEE
 For Exensys Software Solutions Ltd.
 

For LESSOR No. 1.
For SOHAM MODI

 (GPA Holder of Razia Banu)
 (Modi Properties & Investments (P) Limited
 rep. by its Managing Director Mr. Soham Modi)

for LESSOR No. 2.
For SOHAM MODI

 (GPA Holder of Razia Banu)
 (Modi Properties & Investments (P) Limited
 rep. by its Managing Director Mr. Soham Modi)



ఆంధ్రప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

W 856503

S.No. 4118 Date 19/10/2010 Rs. 100
 Sold to Razia Bano
 St. D/p. w/o Syed Mehdi
 For Whom Syeda

K. SATISH KUMAR
 SVL.No.13/2000 R.No.16/2009
 5-2-30, Premavathipet (V),
 Rajendranagar (M), R.R. Dist.

LEASE DEED

This Lease Deed is made and executed at Secunderabad on this the 20th day of October 2010 by and between:


M/s. **EXENSYS SOFTWARE SOLUTIONS LTD**, a company incorporated under the provisions of the Companies Act 1956, having its registered office at 8-2-684/1/18, RM Mansion, Kanaka Durga Temple Lane, Road No. 12, Banjara Hills, Hyderabad represented by its Director - Finance Mr. Syed Fasihuddin.

(Hereinafter referred to as "**LESSEE**" (which expression shall unless it be repugnant to the context or meaning there-of be deemed to mean and include its, successors, executors, administrators and permitted assigns) of the First Part.

AND

1. **MR. SYED MEHDI S/o MR. SYED MOHAMMED**, aged about 52 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
2. **MRS. RAZIA BANO W/O MR. SYED MEHDI**, aged about 42 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020

represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, having its registered office at 5-4-187/3 & 4, II floor, M. G. Road, Secunderabad, represented by its Managing Director Mr. Soham Modi.

[Signature]


For **SOHAM MODI**
[Signature]
 (GPA Holder of Razia Bano)
 For **SOHAM MODI**
[Signature]
 (GPA Holder of Syed Mehdi)

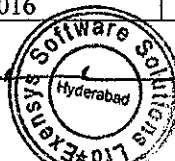
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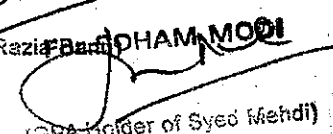
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[Handwritten signature]


For SOHAM MODI

 (GPA Holder of Razia Banu)

 (GPA Holder of Syed Mehdi)

4. The LESSEE shall pay an amount of Rs. 16,20,000/- (Rupees Sixteen Laksh Twenty Thousand Only) towards Security Deposit, being equal to 12 months rent. The Lessee has already paid Rs. 8,10,000/- (Rupees Eight Lakhs Ten Thousand Only) as under:

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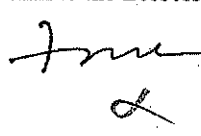
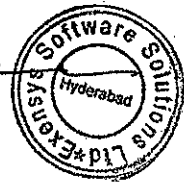
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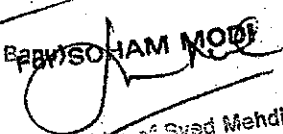
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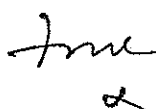
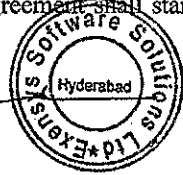

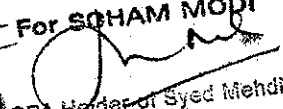


 For **SOHAM MODI**
 (GPA Holder of Razia Bano)


SOHAM MODI
 (GPA Holder of Syed Mehdi)

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 FOR **SOHAM MODI**
 FOR **SOHAM MODI**
GPA Holder of Razia Banu, GPA Holder of Syed Mehdi

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- A) amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- B) at the discretion of the parties such provision may be severed from this agreement
- C) the remaining provision of this agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

DESCRIPTION OF THE LEASED PREMISES



All that portion on the building constructed on Plot No. 18 & 19 admeasuring 734 sq. yards known as R M Mansion, bearing premises No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) bounded by:

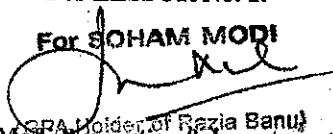
NORTH by	: 20' Road
SOUTH by	: 40' Road
WEST by	: 40' Road & Plot No. 20
EAST by	: 40' Road Plot No. 17

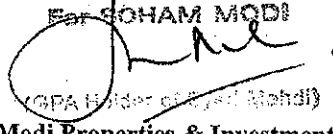
In witness whereof the LESSEE and the LESSORS have signed these presents on the date and at the place mentioned above.

WITNESSES:

- 1. A. S. Rao
[Signature]
- 2. Vinita
[Signature]



LESSEE
 For Exensys Software Solutions Ltd.
 

For LESSOR No. 1.
For SOHAM MODI

 (GPA Holder of Rezia Banu)
(Modi Properties & Investments (P) Limited
 rep. by its Managing Director Mr. Soham Modi)

for LESSOR No. 2.
For SOHAM MODI

 (GPA Holder of Rezia Banu)
(Modi Properties & Investments (P) Limited
 rep. by its Managing Director Mr. Soham Modi)



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
 S. No. 7336 Date 23/8/05 Rs. 100/-
 Sold to Syed Mehdi
 B/o Syed Mohammed
 For Whom Seef Seef

L. Cleary
 07AA 429362
 LEELA G...
 STAMP...
 L. No: 134...
 6-4-76/5...
 SECUNDER...


LEASE AGREEMENT

This LEASE AGREEMENT made and executed at Secunderabad, on this the 23rd day of August, 2005 by and between: -

Handwritten signatures:
 Le. Mod.
 J. Mod.
 J. Mod.

M/s. Holool (India) Limited, having its registered office at house no. 8-2-684/1/18, R. M. Mansion, Kanaka Durga Temple Lane, Road No. 12, Banjara Hills, Hyderabad - 500 034, represented by its Manager - Finance & Operations Mr. Syed Fasihuddin, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

1. Mr. Syed Mehdi, son of Mr. Syed Mohammed, aged about 46 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
 2. Mrs. Razia Bano, wife of Mr. Syed Mehdi, aged about 36 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
- represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, having its registered office at 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad, represented by its Managing Director Mr. Soham Modi, hereinafter jointly referred to as the "LESSORS" and severally as LESSOR No. 1 & LESSOR No. 2 respectively (which term shall mean and include whenever the context may so require its successors-in-interest);

Handwritten signatures:
 J. Mod. J. Mod. J. Mod.

WHEREAS the LESSORS are the absolute owners of the building known as R M Mansion, bearing house no. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor). The LESSEE has requested the LESSORS to grant on lease the above said building and the LESSOR agrees to give on lease on the terms and conditions specified as hereunder.

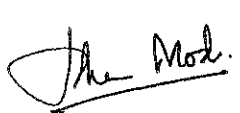
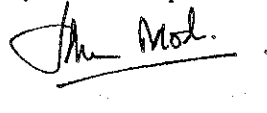
WHEREAS the LESSORS have entered into a property management agreement dated 01st June 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The LESSORS have also given a specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01-06-2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc.

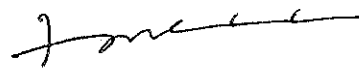
KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the rent hereby reserved and the covenants agreed specified hereunder, the LESSORS doth hereby grant and the LESSEE doth hereby taken on lease the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor), more particularly described at the foot of this document, on the following terms and conditions: -

- 1) The LESSEE shall pay a rent of **Rs. 62,100/- (Rupees Sixty Two Thousand ^{one} Hundred only)** per month exclusive of Water & Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder as per the following details:
Rent payable to LESSOR No. 1 - Rs. 31,050/-
Rent payable to LESSOR No.2 - Rs. 31,050/-
- 2) The LESSEE shall pay an amount of **Rs. 8,10,000/- (Rupees Eight Lakhs Ten Thousand only)** as Security Deposit as per the details given below, which shall be refunded by the LESSORS to the LESSEE at the time of vacating and satisfactory handing over of the premises. The LESSEE shall not be entitled to any interest on the Security Deposit lying with the LESSORS.
Deposit payable to LESSOR No. 1 - Rs. 4,05,000/-
Deposit payable to LESSOR No. 2 - Rs. 4,05,000/-
- 3) The lease shall be for a period of 5 years, commencing from 1st September 2005. The LESSEE shall have an option to renew this lease agreement for a further period of 5 years only on mutually agreed terms and conditions. This agreement of lease between the said LESSORS and the said LESSEE can be terminated by the LESSEE with an advance notice in writing of six months.
- 4) The LESSORS 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.
- 5) The expenses of Stamp Duty and Registration charges of this agreement in duplicate 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 7th day of the succeeding month to the LESSORS.
- 2) The LESSEE shall pay and bear the Electricity consumption charges, including any additional consumption deposit that may be levied from time to time, apart from the rent.
- 3) The LESSEE shall pay and bear the water consumption charges.
- 4) The LESSEE shall keep the demised portion in a neat and habitable condition.



- 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, including its associated companies in the group, 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 enhance the rent by 6% compound at the end of every year.
- 9) The LESSEE shall permit the LESSOR or anyone authorized by it, to inspect the demised portion at all reasonable hours of the day.

THE LESSORS 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 agrees to pay the property tax and other taxes pertaining to the leased premises.
3. The LESSORS agree to allow the LESSEE to remove the electrical fittings, false ceiling, air conditioning 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

All that portion on the building constructed on Plot No. 18 & 19 admeasuring 734 sq. yards known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4, ,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) bounded by:

NORTH by	: 20' Road
SOUTH by	: 40' Road
WEST by	: 40' Road & Plot No. 20
EAST by	: 40' Road Plot No. 17

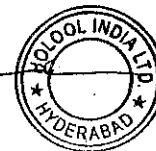
IN WITNESS WHEREOF, the LESSEE and the LESSORS have signed these presents on the date and at the place mentioned above.

WITNESSES:

- 1.
- 2.

LESSEE

[Signature]



for LESSOR No. 1.

[Signature]

(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)

[Signature]

for LESSOR No. 2.

[Signature]

(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)

100Rs.



S. No. 56153 Date 24/6/03
Name M. Mehdi
S/o, D/o, W/o: M. Mehdi
For Whom: Modi Properties & Investments Pvt. Ltd.

42650

AP 23 1A

K. Srinivas
S.V.L. No 26/98, R No. 32/2001
CITY CIVIL COURT
SECUNDERABAD

LEASE AGREEMENT

This **LEASE AGREEMENT** made and executed at Secunderabad, on this the 30th day of June, 2003 by and between: -

M/s. Holool E-Business Pvt. Limited, having its registered office at Plot No. 60, Nagarjuna Hills, Hyderabad - 500 082, India, represented by its Manager Finance & Operations Mr. Syed Fasihuddin, hereinafter referred to as the "LESSEE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

1. **Mr. Syed Mehdi**, son of Mr. Syed Mohammed, aged about 44 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
2. **Mrs. Razia Bano**, wife of Mr. Syed Mehdi, aged about 34 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020

represented by their Specific Power of Attorney Holder **M/s. Modi Properties & Investments (P) Limited**, having its registered office at 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad, represented by its Managing Director Mr. Soham Modi, hereinafter jointly referred to as the "LESSORS" and severally as LESSOR No. 1 & LESSOR No. 2 respectively (which term shall mean and include whenever the context may so require its successors-in-interest);

For Holool E. business Private Limited

[Signature]
Finance Manager

[Signature]

WHEREAS the LESSORS are the absolute owners of the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor). The LESSEE has requested the LESSORS to grant on lease the above said building and the LESSOR agrees to give on lease on the terms and conditions specified as hereunder.

WHEREAS the LESSORS have entered into a property management agreement dated 01st June 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The LESSORS have also given a specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01-06-2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc.

KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the rent hereby reserved and the covenants agreed specified hereunder, the LESSORS doth hereby grant and the LESSEE doth hereby taken on lease the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the parking and lower basement floor), more particularly described at the foot of this document, on the following terms and conditions: -

- 1) The LESSEE shall pay a rent of Rs. 43,700/- (Rupees Forty Three Thousand Seven Hundred only) per month exclusive of Water & Electricity consumption charges and subject to the clause pertaining to the enhancement of rent contained hereunder as per the following details:

Rent payable to LESSOR No. 1 - Rs. 21,850/-

Rent payable to LESSOR No.2 - Rs. 21,850/-

- 2) The LESSEE shall pay an amount of Rs. 5,70,000/- (Rupees Five Lakhs Seventy Thousand only) as Security Deposit as per the details given below, which shall be refunded by the LESSORS to the LESSEE at the time of vacating and satisfactory handing over of the premises. The LESSEE shall not be entitled to any interest on the Security Deposit lying with the LESSORS.

Deposit payable to LESSOR No. 1 on the date of signing this agreement -Rs. 50,000/-

Deposit payable to LESSOR No. 1 on or before 07th September 2003 - Rs. 2,35,000/-

Deposit payable to LESSOR No. 2 on the date of signing this agreement -Rs. 50,000/-

Deposit payable to LESSOR No. 2 on or before 07th September 2003 - Rs. 2,35,000/-

- 3) The lease shall be for a period of 3 years, commencing from 1st September 2003. The LESSEE shall have an option to renew this lease agreement for a further period of 3 years on the same terms and conditions, including periodic enhancement of rent. This agreement of lease between the said LESSORS and the said LESSEE can be terminated by the LESSEE with an advance notice in writing of six months.

- 4) The LESSORS 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.

For LESSOR
Finance Manager



- 5) The expenses of Stamp Duty and Registration charges of this agreement in duplicate and all other incidental expenses shall be borne by the LESSEE in full.

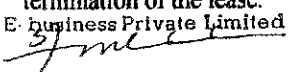
THE LESSEE HEREBY COVENANTS AS UNDER:

- 1) The LESSEE shall pay the rent regularly per each month on or before the 7th day of the succeeding month to the LESSORS.
- 2) The LESSEE shall pay and bear the Electricity consumption charges, including any additional consumption deposit that may be levied from time to time, apart from the rent.
- 3) The LESSEE shall pay and bear the water consumption charges.
- 4) The LESSEE shall keep the demised portion in a neat and habitable condition.
- 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, including its associated companies in the group, 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 enhance the rent by 6% compound at the end of every year.
- 9) The LESSEE shall permit the LESSOR or anyone authorized by it, to inspect the demised portion at all reasonable hours of the day.

THE LESSORS 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 agrees to pay the property tax and other taxes pertaining to the leased premises.
3. The LESSORS agree to allow the LESSEE to remove the electrical fittings, false ceiling, air conditioning 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.

For Holool E. Business Private Limited


Finance Manager




DESCRIPTION OF THE DEMISED PORTION

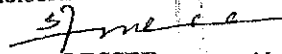
All that portion on the building constructed on Plot No. 18 & 19 admeasuring 734 sq. yards known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. Each on the parking and lower basement floor) bounded by:

NORTH by	: 20' Road
SOUTH by	: 40' Road
WEST by	: 40' Road & Plot No. 20
EAST by	: 40' Road Plot No. 17

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

WITNESSES:

1. 
(P. Solomon)
2. Anand
P.S. ANAND
Homesai Real Estates.

For Holool E. business Private Limited

LESSEE Finance Manager

For LESSOR No. 1.


(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)

For LESSOR No. 2.


(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

W 856501

S.No. 41180 Date 19/10/2010 Rs. to
Sold to Razia Banu
S/o W/o Syed Mehdi
For Whom self

K. SATISH KUMAR
SVL.No.13/2000 R.No.15/2009
5-2-30, Premavathipet (V),
Rajendranagar (M), R.R. Dist.

GENERAL AMENITIES AGREEMENT

This General Amenities Agreement made and executed at Secunderabad on this the 19th day of October, 2010 by and between:

1. MR. SYED MEHDI S/o MR. SYED MOHAMMED, aged about 52 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad – 500 020
2. MRS. RAZIA BANO W/O MR. SYED MEHDI, aged about 42 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad – 500 020

represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, having its registered office at 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad, represented by its Managing Director Mr. Soham Modi, (hereinafter jointly referred to as the "HIRERS" and severally as HIRER No. 1 & HIRER No. 2 respectively, wherever the context so require, which expression, unless repugnant to its context, shall mean and include their heirs, successors-in-interest, legal representatives, executors, administrators, permitted assigns etc.,) of the First Part.

AND

M/s. EXENSYS SOFTWARE SOLUTIONS LTD, a company incorporated under the provisions of the Companies Act 1956, having its registered office at 8-2-6847/1/18, RM Mar.sion, Kanaka Durga Temple Lane, Road No. 12, Banjara Hills, Hyderabad represented by its Director - Finance Mr. Syed Fasihuddin.

(Hereinafter referred to as "HIREE" (which expression shall unless it be repugnant to the context or meaning there-of be deemed to mean and include its, successors, executors, administrators and permitted assigns) of the Second Part.

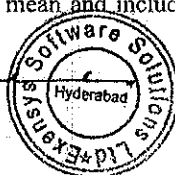
For SOHAM MODI

(GPA Holder of Syed Mehdi)

For SOHAM MODI

(GPA Holder of Syed Mehdi)

[Signature]



For SOHAM MODI For SOHAM MODI
For SOHAM MODI For SOHAM MODI
(GPA Holder of Razia Banu) (GPA Holder of Syed Mehdi)
(GPA Holder of Syed Mehdi)

WITNESSETH

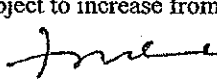

- A. The HIREE has obtained on lease vide Lease Agreement dated 01/09/2010 the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) from the HIRERS. At the request of the HIREE, the HIRERS have agreed to provide amenities to the HIREE more fully described in the schedule. The HIREE has agreed to pay amenities charges for the said amenities apart from and along the rent payable to the HIRERS.
- B. WHEREAS the HIRERS have entered into a property management agreement dated 01st June 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The HIRERS have also given a Specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01-06-2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc. The HIREE has agreed to pay service charges to Modi Properties & Investments (P) Limited apart from along with the amenity charges for the property management services provided by them.


NOW THIS DEED WITNESSETH AS UNDER


1. The HIREE shall pay amenities charges and service charges per month as per details give below apart from and along with the rent payable as per the details given below:

Rent payable for the period	Hiree No. 1	Hiree No. 2	Modi Properties & Investment Pvt. Ltd.,
From 1.9.10 to 31.8.2011	62,100/-	62,100/-	21,600/-
From 1.9.11 to 31.8.2012	74,520/-	74,520/-	25,920/-
From 1.9.12 to 31.8.2013	91,080/-	91,080/-	31,680/-
From 1.9.13 to 31.8.2014	1,07,640/-	1,07,640/-	37,440/-
From 1.9.14 to 31.8.2015	1,24,200/-	1,24,200/-	43,000/-
From 1.9.15 to 31.8.2016	1,44,900/-	1,44,900/-	50,400/-

1. The HIREE shall pay the amenities charges for each month on or before the 7th day of the succeeding month to the Owner.
2. The HIREE shall not be entitled to surrender the usage of amenities as long as the tenancy is subsisting.
3. Any default in the payment of amenity charges shall be deemed to be a breach of the covenants of tenancy and the HIRERS shall be entitled to determine the lease and the HIREE shall give vacant possession of the tenancy.
4. The HIREE shall bear the building maintenance charges for maintenance of common areas, common area security, water charges, annual maintenance charges for lifts and generators, etc. subject to increase from time to time.

For SOHAM MODI

(GPA Holder of Razia Banu)

For SOHAM MODI

(GPA Holder of Syed Mehdi)

PARTICULARS OF AMENITIES.

1. Provision of electric power connection.
2. Provision of municipal water connection.
3. Provision of windows and doors.
4. Provision of toilets
5. Provision of common parking for cars & scooters.
6. Provision of lift.
7. Provision of security grills and shutters.

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

WITNESSES:

1. A.S. Rale
2. Vinutha

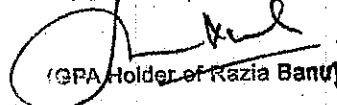


HIREE

For Exensys Software Solutions Ltd.,



For HIRER No. 1
For **SOHAM MODI**

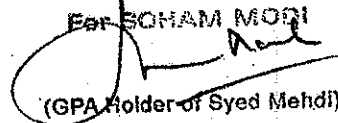


(GPA Holder of Razia Banu)

(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)

For HIRER No. 2

For **SOHAM MODI**



(GPA Holder of Syed Mehdi)

(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

W 856501

3.No. 41180 Date 19/10/2010 Rs. 100
Sold to Razia Banu
S/o B/o W/o Syed Mehdi
For Whom self

[Signature]
K. SATISH KUMAR
SVL.No.13/2000 R.No.16/2009
5-2-30, Premavathipet (V),
Rajendranagar (M), R.R. Dist.

GENERAL AMENITIES AGREEMENT

This General Amenities Agreement made and executed at Secunderabad on this the 20th day of October, 2010 by and between:

1. MR. SYED MEHDI S/o MR. SYED MOHAMMED, aged about 52 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
2. MRS. RAZIA BANO W/O MR. SYED MEHDI, aged about 42 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020

represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, having its registered office at 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad, represented by its Managing Director Mr. Soham Modi, (hereinafter jointly referred to as the "HIRERS" and severally as HIRER No. 1 & HIRER No. 2 respectively, wherever the context so require, which expression, unless repugnant to its context, shall mean and include their heirs, successors-in-interest, legal representatives, executors, administrators, permitted assigns etc.) of the First Part.

AND

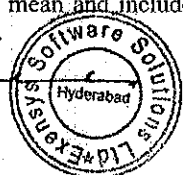
M/s. EXENSYS SOFTWARE SOLUTIONS LTD, a company incorporated under the provisions of the Companies Act 1956, having its registered office at 8-2-684/1/18, RM Mansion, Kanaka Durga Temple Lane, Road No. 12, Banjara Hills, Hyderabad represented by its Director - Finance Mr. Syed Fasihuddin.

(Hereinafter referred to as "HIREE" (which expression shall unless it be repugnant to the context or meaning there-of be deemed to mean and include its, successors, executors, administrators and permitted assigns) of the Second Part.

For SOHAM MODI
[Signature]
(GPA Holder of Syed Mehdi)

For SOHAM MODI
[Signature]
(GPA Holder of Syed Mehdi)

[Signature]



For SOHAM MODI For SOHAM MODI
For SOHAM MODI
(GPA Holder of Razia Banu) (GPA Holder of Syed Mehdi)
(GPA Holder of Syed Mehdi)

WITNESSETH


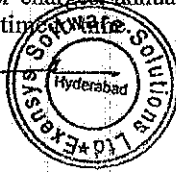
- A. The HIREE has obtained on lease vide Lease Agreement dated 01/09/2010 the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) from the HIRERS. At the request of the HIREE, the HIRERS have agreed to provide amenities to the HIREE more fully described in the schedule. The HIREE has agreed to pay amenities charges for the said amenities apart from and along the rent payable to the HIRERS.
- B. WHEREAS the HIRERS have entered into a property management agreement dated 01st June 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The HIRERS have also given a Specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01-06-2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc. The HIREE has agreed to pay service charges to Modi Properties & Investments (P) Limited apart from along with the amenity charges for the property management services provided by them.

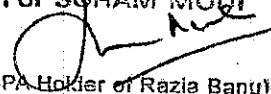
NOW THIS DEED WITNESSETH AS UNDER


1. The HIREE shall pay amenities charges and service charges per month as per details give below apart from and along with the rent payable as per the details given below:

Rent payable for the period	Hiree No. 1	Hiree No. 2	Modi Properties & Investment Pvt. Ltd.,
From 1.9.10 to 31.8.2011	62,100/-	62,100/-	21,600/-
From 1.9.11 to 31.8.2012	74,520/-	74,520/-	25,920/-
From 1.9.12 to 31.8.2013	91,080/-	91,080/-	31,680/-
From 1.9.13 to 31.8.2014	1,07,640/-	1,07,640/-	37,440/-
From 1.9.14 to 31.8.2015	1,24,200/-	1,24,200/-	43,000/-
From 1.9.15 to 31.8.2016	1,44,900/-	1,44,900/-	50,400/-

1. The HIREE shall pay the amenities charges for each month on or before the 7th day of the succeeding month to the Owner.
2. The HIREE shall not be entitled to surrender the usage of amenities as long as the tenancy is subsisting.
3. Any default in the payment of amenity charges shall be deemed to be a breach of the covenants of tenancy and the HIRERS shall be entitled to determine the lease and the HIREE shall give vacant possession of the tenancy.
4. The HIREE shall bear the building maintenance charges for maintenance of common areas, common area security, water charges, annual maintenance charges for lifts and generators, etc. subject to increase from time to time.

For SOHAM MODI

(GPA Holder of Razia Banu)

For SOHAM MODI

(GPA Holder of Syed Mehdi)

PARTICULARS OF AMENITIES.

1. Provision of electric power connection.
2. Provision of municipal water connection.
3. Provision of windows and doors.
4. Provision of toilets
5. Provision of common parking for cars & scooters.
6. Provision of lift.
7. Provision of security grills and shutters.

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

WITNESSES:

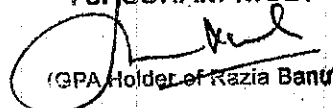
1. A.S. Reddy
2. Vinutha


HIREE

For Exensys Software Solutions Ltd.,



For HIRER No. 1
For SOHAM MODI


(GPA Holder of Razia Banu)

(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)

For HIRER No. 2

For SOHAM MODI


(GPA Holder of Syed Mehdi)

(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)

100Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
A. No. 7338 Date 23/8/05 Rs. 100/25.
Sold to Syed Mehdi
S/o Syed Mohammed
For Whom self seeded

L. G. C. Secun
07AA 429364

DEEPA G...
STAMP...
L. No. 13...
5-4-16/1...
SECUNDERABAD

GENERAL AMENITIES AGREEMENT

This GENERAL AMENITIES AGREEMENT made and executed at Secunderabad, on this the 23rd day of August 2005 by and between:-

Handwritten signatures and initials:
Shan Moh
Shan Moh
Jou...
Jou...

M/s. Holool (India) Limited, having its registered office at house no. 8-2-684/1/18, R. M. Mansion, Kanaka Durga Temple Lane, Road No. 12, Banjara Hills, Hyderabad - 500 034, represented by its Manager - Finance & Operations Mr. Syed Fasihuddin, hereinafter referred to as the "HIREE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

1. Mr. Syed Mehdi, son of Mr. Syed Mohammed, aged about 46 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
2. Mrs. Razia Bano, wife of Mr. Syed Mehdi, aged about 36 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020

represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, situated at 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad - 500 003 represented by its Managing Director Mr. Soham Modi, hereinafter jointly referred to as the "HIRERS" and severally as HIRER No. 1 & HIRER No. 2 respectively, (which term shall mean and include whenever the context may so require its successors-in-interest);

Handwritten signatures:
Shan Moh
Shan Moh

Handwritten signature:
Jou...

WITNESSETH

The HIREE has obtained on lease vide Lease Agreement dated 23rd August 2005 the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the upper basement (-1 floor) and lower basement (-2 floor) from the HIRERS. At the request of the HIREE, the HIRERS have agreed to provide amenities to the HIREE more fully described in the schedule. The HIREE has agreed to pay amenities charges for the said amenities apart from and along the rent payable to the HIRERS.


WHEREAS the HIRERS have entered into a property management agreement dated 01st June 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The HIRERS have also given a Specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01-06-2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc. The HIREE has agreed to pay service charges to Modi Properties & Investments (P) Limited apart from along with the amenity charges for the property management services provided by them.

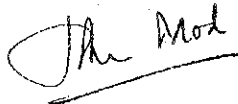
NOW THIS DEED WITNESSETH AS UNDER:

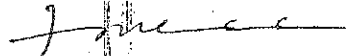
1. The HIREE shall pay amenities charges and service charges of **Rs. 72,900/- (Rupees Seventy Two Thousand Nine Hundred only)** per month, apart from and along with the rent payable, subject to clause pertaining to the enhancement of the amenity charges and service charges as per the details given below:

Amenities charges payable to HIREE No. 1	Rs. 31,050/-
Amenities charges payable to HIREE No. 2	Rs. 31,050/-
Service charges payable to M/s Modi Properties & Investments (P) Limited	Rs. 10,800/-

2. The HIREE shall enhance the amenities charges & service charges by 6% compounded at the end of every year.
3. The HIREE shall pay the amenities charges & service charges for each month on or before the 7th day of the succeeding month to the HIRERS.
4. The HIREE shall not be entitled to surrender the usage of amenities as long as the tenancy is subsisting.
5. Any default in the payment of amenities charges & service charges shall be deemed to be a breach of the covenants of tenancy and the HIRERS shall be entitled to determine the lease and the HIREE shall give vacant possession of the tenancy.
6. The HIREE agrees to maintain the building at his own cost.







PARTICULARS OF AMENITIES:

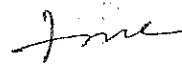
- 1) Provision of electric power connection.
- 2) Provision of Municipal water connection
- 3) Provision of windows and doors.
- 4) Provision of toilets.
- 5) Provision of parking for cars and scooter.
- 6) Provision of lift.
- 7) Provision of security grills and shutters.

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

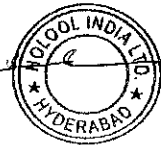
WITNESSESS:

1.

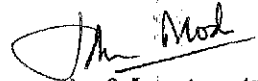
HIREE



For HIRER No. 1



2.



(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)

For HIRER No. 2



(Modi & Properties Limited Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)

100Rs.



S. No. 56151 Date 24/6/03
Name Mahaveer
S/o. D/o. W/o. Madhavi
For Whom Madhavi

42648

Perthes & Associates P/VT

K. Srinivas
S.V.L. No. 26/03. E. No. 32/2007
CITY CIVIL COURT
SECUNDERABAD

GENERAL AMENITIES AGREEMENT

This **GENERAL AMENITIES AGREEMENT** made and executed at Secunderabad, on this the 30th day of June 2003 by and between:-

M/s. Holool E-Business Pvt. Limited, having its registered office at Plot No. 60, Nagarjuna Hills, Hyderabad - 500 082, India, represented by its Manager Finance & Operations Mr. Syed Fasihuddin, hereinafter referred to as the "HIREE" (which term shall mean and include whenever the context may so require its successors-in-interest);

AND

1. Mr. Syed Mehdi, son of Mr. Syed Mohammed, aged about 44 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020
2. Mrs. Razia Bano, wife of Mr. Syed Mehdi, aged about 34 years, resident of 1-5-16/2/1, Musheerabad, Hyderabad - 500 020

represented by their Specific Power of Attorney Holder M/s. Modi Properties & Investments (P) Limited, situated at 5-4-187/3 & 4, III floor, M. G. Road, Secunderabad - 500 003 represented by its Managing Director Mr. Soham Modi, hereinafter jointly referred to as the "HIRERS" and severally as HIRER No. 1 & HIRER No. 2 respectively, (which term shall mean and include whenever the context may so require its successors-in-interest);

For Holool E. business Private Limited

Syed Fasihuddin

Finance Manager

Soham Modi

WITNESSETH

The HIREE has obtained on lease vide Lease Agreement dated 30th the building known as R M Mansion, bearing house No. 8-2-684/1/18, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18,000 sft. (3,000 sft. each on the ground, first and second floors & 4,500 sft. each on the parking and lower basement floors) from the HIRERS. At the request of the HIREE, the HIRERS have agreed to provide amenities to the HIREE more fully described in the schedule. The HIREE has agreed to pay amenities charges for the said amenities apart from and along the rent payable to the HIRERS.

WHEREAS the HIRERS have entered into a property management agreement dated 01st June 2003 with M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi for the management of the said building, to negotiate and enter into lease with prospective tenants, collect rent, amenities and maintenance charges, to undertake regular repairs and maintenance of the building, etc. The HIRERS have also given a specific Power of Attorney to M/s. Modi Properties & Investments (P) Limited, represented by its Managing Director Mr. Soham Modi, dated 01-06-2003 to enter into lease, for collection of rent, amenities and maintenance charges, for issue of receipts etc. The HIREE has agreed to pay service charges to Modi Properties & Investments (P) Limited apart from along with the amenity charges for the property management services provided by them.

NOW THIS DEED WITNESSETH AS UNDER:


1. The HIREE shall pay amenities charges and service charges of Rs. 51,300/- (Rupees Fifty One Thousand Three Hundred only) per month, apart from and along with the rent payable, subject to clause pertaining to the enhancement of the amenity charges and service charges as per the details given below.


Amenity charges payable to HIREE No. 1	-	Rs. 21,850
Amenity charges payable to HIREE No. 2	-	Rs. 21,850
Service charges payable to M/s Modi Properties & Investments (P) Limited	-	Rs. 7,600/-

2. The HIREE shall enhance the amenities charges & service charges by 6% compounded at the end of every year.
3. The HIREE shall pay the amenities charges & service charges for each month on or before the 7th day of the succeeding month to the HIRERS.
4. The HIREE shall not be entitled to surrender the usage of amenities as long as the tenancy is subsisting.
5. Any default in the payment of amenities charges & service charges shall be deemed to be a breach of the covenants of tenancy and the HIRERS shall be entitled to determine the lease and the HIREE shall give vacant possession of the tenancy.

6. The HIREE agrees to maintain the building at his own cost.

For Holoool E business Private Limited


Finance Manager

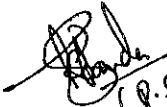


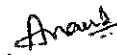
PARTICULARS OF AMENITIES:

- 1) Provision of electric power connection.
- 2) Provision of Municipal water connection
- 3) Provision of windows and doors.
- 4) Provision of toilets.
- 5) Provision of parking for cars and scooter.
- 6) Provision of lift.
- 7) Provision of security grills and shutters.

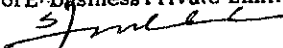
IN WITNESS WHEREOF the HIREE and the HIRER have signed these presents on the date and at the place mentioned above.

WITNESSES:

1. 
(P. Solomon)

2. 
P.S. ANAND
Homesai Real Estate


For Holool E-business Private Limited


HIREE
Finance Manager

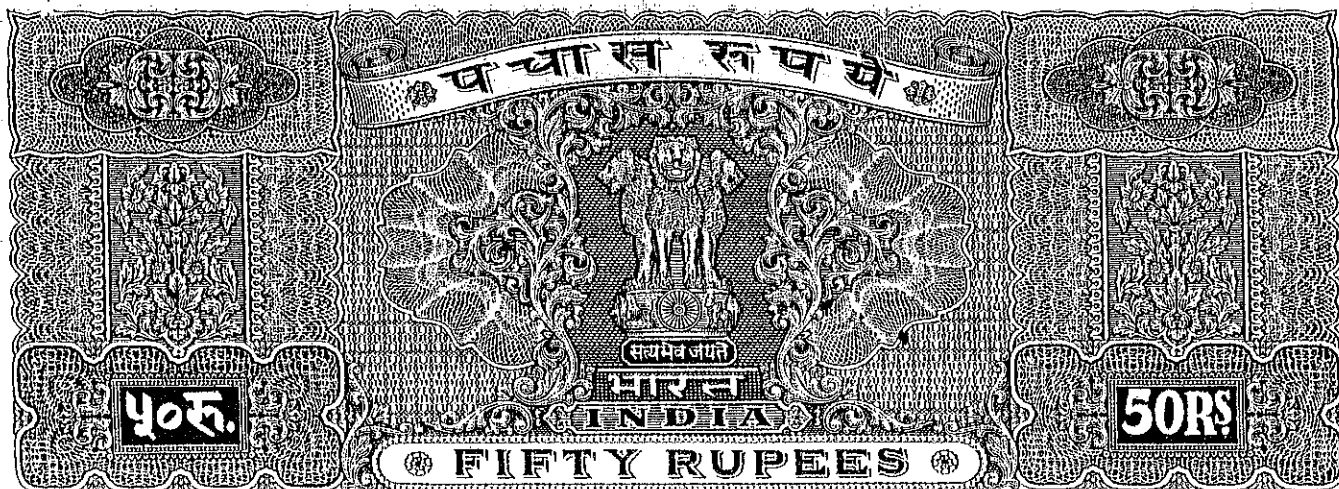
For HIRER No. 1


(Modi Properties & Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)

For HIRER No. 2


(Modi & Properties Limited Investments (P) Limited
rep. by its Managing Director Mr. Soham Modi)

50 Rs.



S. No. 2853 Date 1-5-03
Sold to MODI Properties & Investments (P) LTD.
For Whom self secured

L-G-Clair's
LEELA G. CHIMALGI
STAMP VENDOR
L. No. 1107 R. No: 1/2003
5-4-78/A Chillar, Ranigunj
SECUNDERABAD - 500 003.

SPECIFIC POWER OF ATTORNEY

This Specific Power of Attorney is made and executed at Hyderabad on this 1st day of June 2003 by

1. SYED MEHDI, S/o. Mr. Syed Mohammed, aged about 44 years, R/o. H. No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,
2. RAZIA BANO, W/o. Mr. Syed Mehdi, aged about 34 years R/o. H. No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,

(herein after collectively referred to as PRINCIPAL).

IN FAVOUR OF

MODI PROPERTIES & INVESTMENTS PVT. LTD., a company incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3 & 4, III Floor, Soham Mansion, M.G. Road, Secunderabad, and represented by its Managing Director Sri. Soham Modi, S/c Sri Satisli Modi.

(herein after referred to as AGENT).

Under Property Management Agreement dated 1st June 2003, the PRINCIPAL has given Property Management Services to the AGENT in respect of building known as R M Mansion bearing No. 8-2-684/1/18&19, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18000 sft. (3000 sft. each on the ground, first and second floors and 4500 sft. each on the parking and lower basement floors). This building hereinafter is referred to "Scheduled Premises."

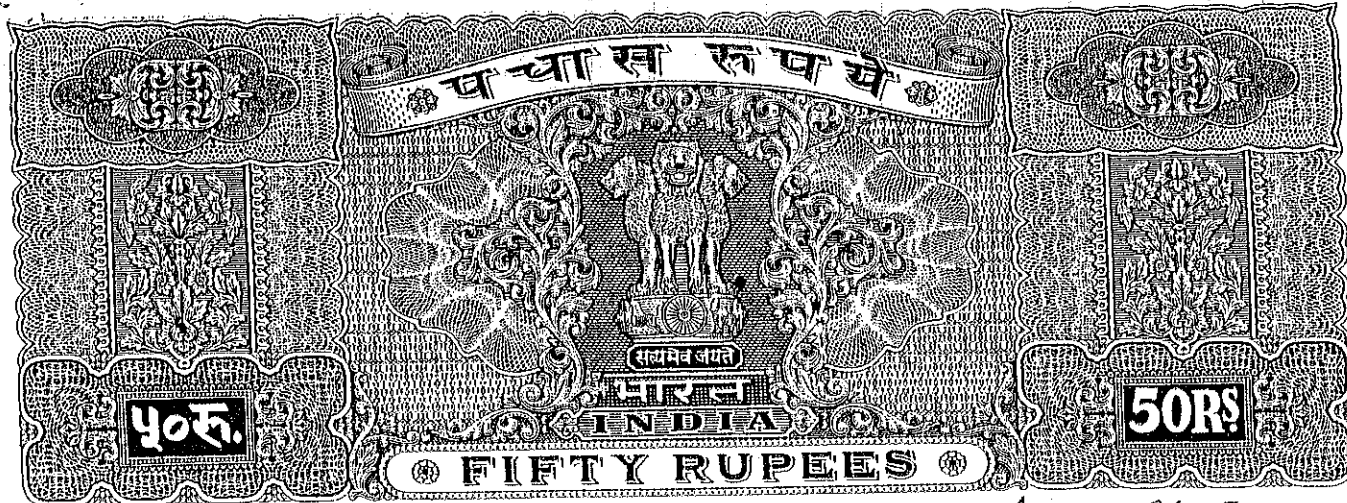
The AGENT under above referred agreement is authorised to do various acts and deeds and to enable the AGENT to perform its obligations the PRINCIPAL as agreed to execute a Specific Power of Attorney in favour of the AGENT.

1. x Syed Mehdi

2. Razia Bano

Soham Modi

50 Rs.



Sl. No. 2852 17-5-03 - SDB
For Whom MODI Properties & Investment (P) Ltd.
seef secured

L-G-Clearing
LEELA G. CHIMALGI
STAMP VENDOR
L No: 11-97, K No: 1/2003
6-4-76/A Cellar, Ranigunj
SECUNDERABAD - 500 003.

KNOW ALL MEN BY THESE PRESENTS THAT THE PRINCIPAL doth hereby appoint, nominate and constitute the AGENT aforementioned as his attorney to do all or any of the following acts on behalf of the PRINCIPAL in respect of the Scheduled Premises.

- (a) To advertise, make brochures, negotiate and finalize the lease of the Scheduled Premises with prospective tenants on such terms and conditions, as the AGENT deem fit and proper.
- (b) To negotiate and finalize the renewal of the lease with the existing tenants on such terms and conditions, as the AGENT deem fit and proper.
- (c) To maintain and upkeep the Scheduled Premises in good condition and if required to make additions, alterations and improvements to the building.
- (d) To appoint full time/part time maintenance staff like watchmen, electrician, plumber, engineer, supervisor etc., that may be required for the maintenance on such terms and conditions, as they deem fit and proper.
- (e) To collect rents, maintenance charges and rent deposits from the tenants and to issue appropriate receipts for the same
- (f) To initiate legal action against any person(s) to protect the interest/rights of the PRINCIPAL
- (g) To represent the PRINCIPAL before MCH, electricity department, water and sewerage board and other Govt. authorities in connection with property tax assessment, water connections, electricity connections, drainage connections etc.
- (h) To operate Bank Account opened by the PRINCIPAL for the purposes of the maintenance of the Scheduled Premises

1. Syed Jafar

2. Razia Bano

Jahan Mod

(i) To do all such other acts and deeds that are generally required for an efficient management of the property.

The PRINCIPAL hereby agrees to ratify, abide by and confirm all acts lawfully perform by the AGENT in pursuance of this Specific Power of Attorney.

IN WITNESS whereof the PRINCIPAL has signed these presents on the date and at the place mentioned herein above in the presence of following witnesses.

WITNESSES

1.

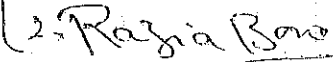
2.

PRINCIPAL

1. Syed Mehdi

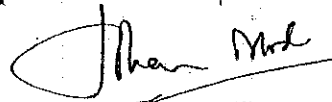
1. 

2. Razia Bano

2. 

AGENT

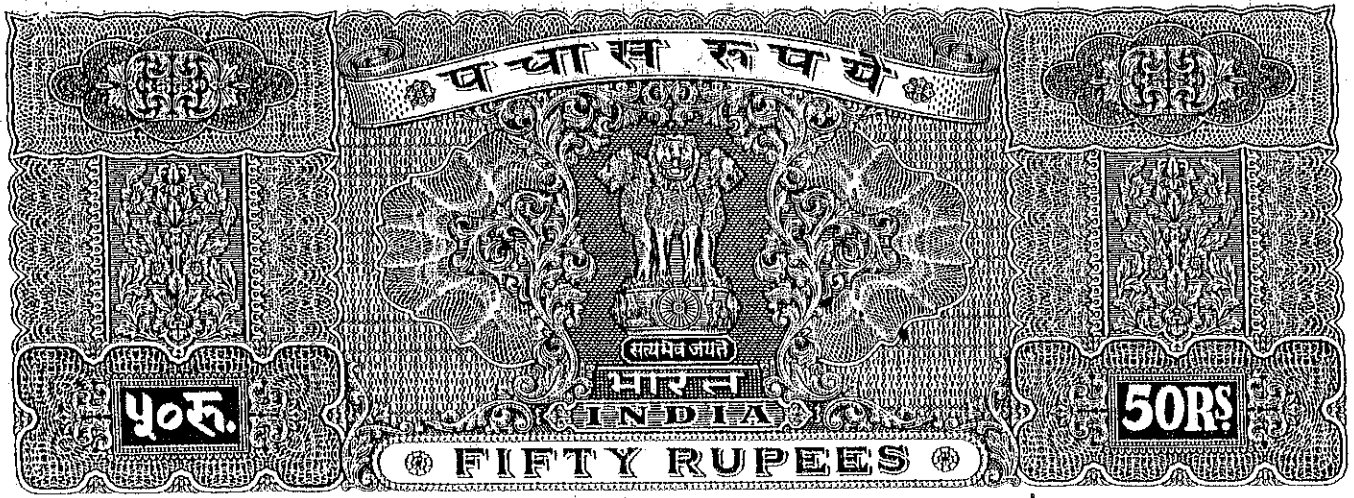
Modi Properties & Investments Pvt Ltd



(Soliam Modi)

(Managing Director)

50 Rs.



S. No. 2853 Date 1-5-03
Sold to MODI Properties & Investments (P) LTD.
S/o
For Whom self signed

L.G. Chinn's
LEELA G. CHIMALGI
STAMP VENDOR
L. No. 1137, R. No. 1/2003
5-4-18/A Cellar, Ranigunj
SECUNDERABAD - 500 003.

SPECIFIC POWER OF ATTORNEY

This Specific Power of Attorney is made and executed at Hyderabad on this 1st day of June 2003 by

1. SYED MEHDI, S/o. Mr. Syed Mohammed, aged about 44 years, R/o. H. No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,
2. RAZIA BANO, W/o. Mr. Syed Mehdi, aged about 34 years R/o. H. No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,

(herein after collectively referred to as PRINCIPAL).

IN FAVOUR OF

MODI PROPERTIES & INVESTMENTS PVT. LTD., a company incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3 & 4, III Floor, Soham Mansion, M.G. Road, Secunderabad, and represented by its Managing Director Sri. Soham Modi, S/r. Sri Satish Modi.

(herein after referred to as AGENT).

Under Property Management Agreement dated 1st June 2003, the PRINCIPAL has given Property Management Services to the AGENT in respect of building known as **R M Mansion** bearing No. 8-2-684/1/18&19, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18000 sft. (3000 sft. each on the ground, first and second floors and 4500 sft. each on the parking and lower basement floors). This building hereinafter is referred to "Scheduled Premises."

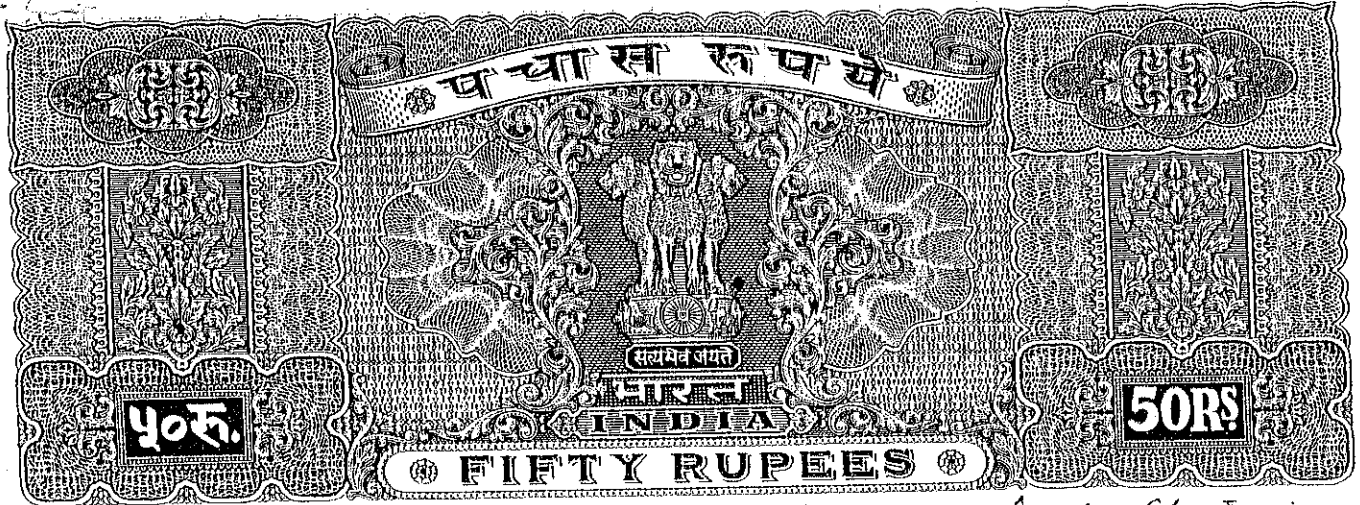
The AGENT under above referred agreement is authorised to do various acts and deeds and to enable the AGENT to perform its obligations the PRINCIPAL as agreed to execute a Specific Power of Attorney in favour of the AGENT.

1. x Syed Mehdi

2. Razia Bano

Soham Modi

50 Rs.



S. No. 2852
Date 17-5-03
Set MODI Properties & Investment (P) Ltd.
For Whom see signed

L-G-Client
LEELA G. CHIMALGI
STAMP VENDOR
L No: 11-97, R No: 1/2003
5-4-16/A Cellar, Ranigunj
SECUNDERABAD - 500 003.

KNOW ALL MEN BY THESE PRESENTS THAT THE PRINCIPAL doth hereby appoint, nominate and constitute the AGENT aforementioned as his attorney to do all or any of the following acts on behalf of the PRINCIPAL in respect of the Scheduled Premises.

- (a) To advertise, make brochures, negotiate and finalize the lease of the Scheduled Premises with prospective tenants on such terms and conditions, as the AGENT deem fit and proper.
- (b) To negotiate and finalize the renewal of the lease with the existing tenants on such terms and conditions, as the AGENT deem fit and proper.
- (c) To maintain and upkeep the Scheduled Premises in good condition and if required to make additions, alterations and improvements to the building.
- (d) To appoint full time/part time maintenance staff like watchmen, electrician, plumber, engineer, supervisor etc., that may be required for the maintenance on such terms and conditions, as they deem fit and proper.
- (e) To collect rents, maintenance charges and rent deposits from the tenants and to issue appropriate receipts for the same
- (f) To initiate legal action against any person(s) to protect the interest/rights of the PRINCIPAL
- (g) To represent the PRINCIPAL before MCH, electricity department, water and sewerage board and other Govt. authorities in connection with property tax assessment, water connections, electricity connections, drainage connections etc.
- (h) To operate Bank Account opened by the PRINCIPAL for the purposes of the maintenance of the Scheduled Premises

1. Gyan Mohan

2. Rajia Bano

Jahan Mohd

(i) To do all such other acts and deeds that are generally required for an efficient management of the property.

The PRINCIPAL hereby agrees to ratify, abide by and confirm all acts lawfully perform by the AGENT in pursuance of this Specific Power of Attorney.

IN WITNESS whereof the PRINCIPAL has signed these presents on the date and at the place mentioned herein above in the presence of following witnesses.

WITNESSES

1.

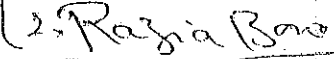
2.

PRINCIPAL

1. Syed Mehdi

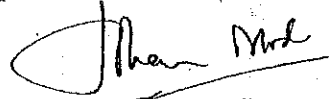


2. Razia Bano



AGENT

Modi Properties & Investments Pvt Ltd



(Soliam Modi)

(Managing Director)

50 Rs.



S. No. 2853 Date 1-5-03
Sold to M.D.J. Properties Investment (P) LTD.
S/o
For Whom self secured

L-G-Clair's
LEELA G. CHIMALGI
STAMP VENDOR
L. No. 11/31 R. No. 1/2003
5-4-78/A Cellar, Ranigunj
SECUNDERABAD - 500 003.

SPECIFIC POWER OF ATTORNEY

This Specific Power of Attorney is made and executed at Hyderabad on this 1st day of June 2003 by

1. SYED MEHDI, S/o. Mr. Syed Mohammed, aged about 44 years, R/o. H. No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,
2. RAZIA BANO, W/o. Mr. Syed Mehdi, aged about 34 years R/o. H. No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,

(herein after collectively referred to as PRINCIPAL).

IN FAVOUR OF

MODI PROPERTIES & INVESTMENTS PVT. LTD., a company incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3 & 4, III Floor, Soham Mansion, M.G. Road, Secunderabad, and represented by its Managing Director Sri. Soham Modi, S/r. Sri Satish Modi.

(herein after referred to as AGENT).

Under Property Management Agreement dated 1st June 2003, the PRINCIPAL has given Property Management Services to the AGENT in respect of building known as R M Mansion bearing No. 8-2-684/1/18&19, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18000 sft. (3000 sft. each on the ground, first and second floors and 4500 sft. each on the parking and lower basement floors). This building hereinafter is referred to "Scheduled Premises."

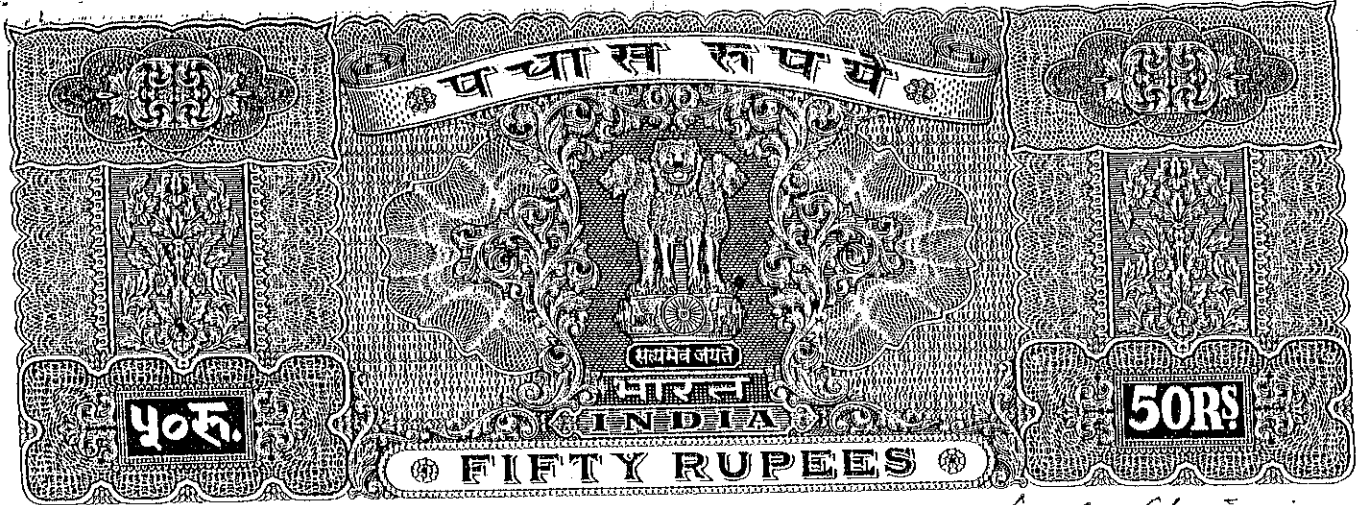
The AGENT under above referred agreement is authorised to do various acts and deeds and to enable the AGENT to perform its obligations the PRINCIPAL as agreed to execute a Specific Power of Attorney in favour of the AGENT.

1. * Syed Mehdi

2. Razia Bano

Soham Modi

50 Rs.



R. No. 2852 Date 17-5-03 - S.P.
For Whom MODI Properties & Investment (P) Ltd.
see see

L-G-Chimalgi
LEELA G. CHIMALGI
STAMP VENDOR
L No: 1197, R No: 1/2003
5-4-76/A Cellai, Ranigum
SECUNDERABAD - 500 003.

KNOW ALL MEN BY THESE PRESENTS THAT THE PRINCIPAL doth hereby appoint, nominate and constitute the AGENT aforementioned as his attorney to do all or any of the following acts on behalf of the PRINCIPAL in respect of the Scheduled Premises.

- (a) To advertise, make brochures, negotiate and finalize the lease of the Scheduled Premises with prospective tenants on such terms and conditions, as the AGENT deem fit and proper.
- (b) To negotiate and finalize the renewal of the lease with the existing tenants on such terms and conditions, as the AGENT deem fit and proper.
- (c) To maintain and upkeep the Scheduled Premises in good condition and if required to make additions, alterations and improvements to the building.
- (d) To appoint full time/part time maintenance staff like watchmen, electrician, plumber, engineer, supervisor etc., that may be required for the maintenance on such terms and conditions, as they deem fit and proper.
- (e) To collect rents, maintenance charges and rent deposits from the tenants and to issue appropriate receipts for the same
- (f) To initiate legal action against any person(s) to protect the interest/rights of the PRINCIPAL
- (g) To represent the PRINCIPAL before MCH, electricity department, water and sewerage board and other Govt. authorities in connection with property tax assessment, water connections, electricity connections, drainage connections etc.
- (h) To operate Bank Account opened by the PRINCIPAL for the purposes of the maintenance of the Scheduled Premises

1. Gyotobdi

2. Razia Bano

Jahan Mohd

(i) To do all such other acts and deeds that are generally required for an efficient management of the property.

The PRINCIPAL hereby agrees to ratify, abide by and confirm all acts lawfully perform by the AGENT in pursuance of this Specific Power of Attorney.

IN WITNESS whereof the PRINCIPAL has signed these presents on the date and at the place mentioned herein above in the presence of following witnesses.

WITNESSES

1.

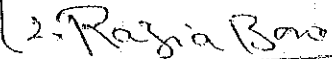
2.

PRINCIPAL

1. Syed Mehdi

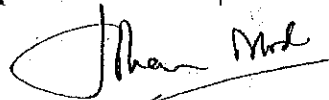


2. Razia Bano



AGENT

Modi Properties & Investments Pvt Ltd



(Soliam Modi)
(Managing Director)



S. No. 2853 of 17-5-03 S.D.K.
 Sold to MODI Properties Investment (P) LTD.
 S/o
 For Whom Self secured

L-G. Chinn's
 LEELA G. CHIMALGI
 STAMP VENDOR
 L No: 13/97. R. No: 1/2003
 5-4-76/A Cellar, Ranigunj
 SECUNDERABAD - 500 003.

SPECIFIC POWER OF ATTORNEY

This Specific Power of Attorney is made and executed at Hyderabad on this 1st day of June 2003 by

1. **SYED MEHDI**, S/o. Mr. Syed Mohammed, aged about 44 years, R/o. H. No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,
2. **RAZIA BANO**, W/o. Mr. Syed Mehdi, aged about 34 years R/o. H. No. 1-5-16/2/1, Musheerabad, Hyderabad – 500 020,

(herein after collectively referred to as PRINCIPAL).

IN FAVOUR OF

MODI PROPERTIES & INVESTMENTS PVT. LTD., a company incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3 & 4, III Floor, Soham Mansion, M.G. Road, Secunderabad, and represented by its Managing Director Sri Soham Modi, S/o. Sri Satish Modi.

(herein after referred to as AGENT).

Under Property Management Agreement dated 1st June 2003, the PRINCIPAL has given Property Management Services to the AGENT in respect of building known as **R M Mansion** bearing No. 8-2-684/1/18&19, situated at Road No. 12, Banjara Hills, Hyderabad, admeasuring about 18000 sft. (3000 sft. each on the ground, first and second floors and 4500 sft. each on the parking and lower basement floors). This building hereinafter is referred to "**Scheduled Premises.**"

The AGENT under above referred agreement is authorised to do various acts and deeds and to enable the AGENT to perform its obligations the PRINCIPAL as agreed to execute a Specific Power of Attorney in favour of the AGENT.

1. Syed Mehdi

2. Razia Bano

Soham Modi



S. No. 2852 Date 17-5-03 For SDAs.
 Sold to MODI properties & Investment (P) Ltd.
 S/O
 For Whom *see* *see*

L-G-*Chimalgi*
 LEELA G. CHIMALGI
 STAMP VENDOR
 L No: 13/97, R No: 1/2003
 5-4-76/A Cellar, Ranigunj
 SECUNDERABAD - 500 003.

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- (b) To negotiate and finalize the renewal of the lease with the existing tenants on such terms and conditions, as the AGENT deem fit and proper.
- (c) To maintain and upkeep the Scheduled Premises in good condition and if required to make additions, alterations and improvements to the building.
- (d) To appoint full time/part time maintenance staff like watchmen, electrician, plumber, engineer, supervisor etc., that may be required for the maintenance on such terms and conditions, as they deem fit and proper.
- (e) To collect rents, maintenance charges and rent deposits from the tenants and to issue appropriate receipts for the same
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1. *Ejaz Tabdir*

2. *Rajia Bano*

Shan Moh

- (i) To do all such other acts and deeds that are generally required for an efficient management of the property.

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IN WITNESS whereof the PRINCIPAL has signed these presents on the date and at the place mentioned herein above in the presence of following witnesses.

WITNESSES

1.

2.

PRINCIPAL

1. Syed Mehdi

Syed Mehdi

2. Razia Bano

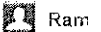
Razia Bano

AGENT

Modi Properties & Investments Pvt Ltd

Soham Modi

(Soham Modi)
(Managing Director)



INBOX CONTACTS CALENDAR Re: Reply to cou... Reply to counter Scanned copy of ... extracts of minut...

Compose Delete Move Spam Actions

Inbox (169)

extracts of minutes of the meeting held on 15.11... from aruna to you + 1 more 12:18 PM

Drafts

Sent

Spam

Trash

FOLDERS

MESSSENGER

Me: Offline

Sign in to Messenger to see who's online.

APPLICATIONS

Photos

Attachments

Court cases -- follow-up required

- a. SOB vs RDO -- nala case -- make new application
- b. Modi House vs Mehtas
- c. GMG -- Fee refund.
- d. SOB Vs IT
- e. Shankar Reddy EP

Satish Modi HUF Vs LCC compromise memo

Exensys -- comfort letter to be taken from CEO along with deadline for payment of arrears of rent. In case schedule is not met PDCs to be insisted upon.

Make statement of arrears and after approval send for preparing notice for payment of arrears to Balagopal.

Send notice for handing over vacant position, payment of arrears and seeking attachment of movable assets. File case within 15days of notice. Jai kumar to inform Mehdi by email.

In the case of RCI a letter has been addressed by RCI dated 11.1.13 for renewal of membership. Letter clearly distinguishes 3 kinds of holidays

1. Standard exchanges (this is the only holiday with exchange fees. We are claiming 5 weeks of such holidays without any requirement to deposit a week).
2. Getaway special holidays (unlimited nos. can be availed)
3. RCI rentals (unlimited nos. can be availed)

Last two types of holidays can be availed in unlimited nos by any member and it makes no sense to grant 5 bonus weeks for them.

Regards,

K Aruna

P A to M.D | +91 96664 43289 | aruna@modiproperties.com

Don't just buy a flat / villa! Buy a great lifestyle!

Affordable flats / villas in gated communities.

Modi Properties & Investments Pvt. Ltd. | www.modiproperties.com

5-4-187/ 3 & 4, M G Road, Sec'bad -03 | Ph: +91 40 6633 5551

Rent Arrears Building Wise

Building Name.: R M Mansion

As On Nov - 2013

Lease Doc No	Tenant Name	Receivables	Received	TDS Receivables	Arrears With TDS	Arrears With Out TDS
15	Exensys Software	24840216.00	21988308.00	109296.00	2851908.00	2742612.00
16	Exensys Software	2157717.00	1877342.00	6336.00	280375.00	274039.00

h
APPROVED BY
15 NOV 2013
SOHAM MODI
MANAGING DIRECTOR

*Sent in the name of
pass per above.*

2nd December, 2013

To

Mr. Syed Mehdi & Mrs. Razia Bano
H.No. 1-5-16/21, Musheerabad,
Hyderabad – 500 020
(Represented by SPA
M/s. Modi Properties & Investments (P) Ltd.,
Hyderabad.

Sub:- Confirmation of Balance-Cum- Schedule Payment of Arrears Rent

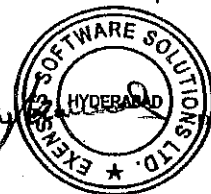
Sir,

This is to inform you that we are in the business of software development since 2000. We are a public limited company listed in Madras and Ahmedabad Stock Exchanges. We have taken your building situated at # 8-2-684/1/18, RM Mansion, Road No. 12, Banjara Hills, Hyderabad on lease in the year 2003 as bear shell comprising of 5 floors (3 floors for office, -1 floor for parking and -2 floor for cafeteria). We have invested approximately 2 crores in providing infrastructure facilities in the scheduled property converting all the floors into office (i.e. workstations, cabins etc.). We have accommodated 230 employees in the facility, presently we scaled down to 100 employees on board. We have renewed the lease agreements since 2003 on expiry of the specified period mentioned in the said agreement with terms and conditions. The last lease agreement date was 20th October, 2010 for a lease period of 6 years. We are paying rents continuously without any delays from the year 2003 onwards. The security deposit paid till date stood at Rs. 18,13,000/-.

We have witnessed a severe financial crisis during 2008 and did not paid rent for 11 months, at that point we have requested you to consider our situation asked for payment in phased manner accordingly you are pleased to accommodate us and extended you cooperation. Subsequently we have paid the outstanding rents on month on month basis along with the then current month rent.

Our line of business will be affected due to internal and external factors which directly impact the business cash flows. The entire cash flows and business operation has come to stand still. We are not in a position to pay employees salaries, vendors and other statutory dues. Our management is putting their sincere efforts to get big time investors on board for the last 6 months. As you are aware of the global software industry business and highly cautious investors, where getting investments in software industry is an achievement and time consuming. We have been appraised by our chairman that few investors have expressed their

S. Sanyal



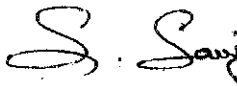
Page 1 of 2

willingness to invest in our company and take forward. The process of closure and transfer of funds may take minimum 1 month time period. We are regularly in touch with our chairman and updating the developments. We are expecting cash inflows in the month of December'2013.

We submit that with the above developments we could not pay rents for the months from June to Oct' 2013 net amounting to Rs. 22,47,828/- after deducting TDS. We request you to accommodate us in the payment of the said amounts in the phased manner. Our cash flows will improve from Jan'2014 onwards. The outstanding dues amount shall be paid on month on month basis i.e. one month rent and one month arrears rent starting from January 2014. We submit to you not to take any legal action as it will badly affect 100 employees on board and business at large.

This is for your kind consideration.

Regards,
For Exensys Software Solutions Ltd.,



S.Sanjay Kumar
Director



CC:- M/s. Modi Properties & Investments (P) Ltd.,

4th December, 2013

To

Shri. C. Balagopal & Others
Advocates,
Door No. 10-2-278, Flat No. 103,
Suresh Harivillu Apartments,
Road No. 11, West Marredpally,
Secunderabad – 500 026.

Sub:- Reply to Notice dt. 22/11/2013


Sir,

Please refer to your above notice received by us on 25/11/2013 issued on behalf of your client M/s. Modi Properties and Investments Limited and in response to the same we state as hereunder:

This is to submit that we are in the business of software development since 2000. We are a public limited company listed in Madras and Ahmedabad Stock Exchanges. We have taken your client building situated at # 8-2-684/1/18, RM Mansion, Road No. 12, Banjara Hills, Hyderabad on lease in the year 2003 as bear shell comprising of 5 floors (3 floors for office, -1 floor for parking and -2 floor for cafeteria). We have invested approximately 2 crores in providing infrastructure facilities in the scheduled property converting all the floors into office (i.e. workstations, cabins etc.,). We have accommodated 230 employees in the facility, presently we scaled down to 100 employees on board. We have renewed the lease agreements since 2003 on expiry of the specified period mentioned in the said agreement with revised terms and conditions. The last lease agreement date was 20th October, 2010 for a lease period of 6 years. We are paying rents continuously without any delays from the year 2003 onwards. The security deposit paid till date stood at Rs. 18,13,000/-.

This is to submit that our line of business was affected due to internal and external factors which directly impacted our business cash flows. The entire cash flows and business operation has come to stand still. We are not in a position to pay employees salaries and vendors payments. Our management is putting their sincere efforts to get big time investors on board for the last 6 months. The investors in the software industry business are highly cautious, where getting investments in software industry is an achievement and time consuming. We have been appraised by our chairman that few investors have expressed their willingness to invest in our company and to take forward. The process of closure and transfer of funds may take minimum 1 month time period. We are regularly in touch with our chairman and updating the developments. We are expecting cash inflows in the month of December'2013.

2

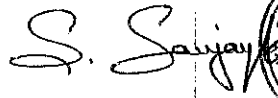
S. Saij


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7
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This is to submit that with the above developments we could not pay rents for the months from June to Oct' 2013 net amounting to Rs. 22,47,828/- after deducting TDS. We have remitted the TDS amount and accordingly Form 16A shall be submitted to your client. We have requested Mr.Soham Modi to accommodate us in the payment of the said amounts in the phased manner, he was pleased to accommodate us. Our cash flows will improve from Jan'2014 onwards. The outstanding dues amount shall be paid on month on month basis i.e. one month rent and one month arrears rent starting from January 2014. We submit to you not to take any legal action as it will badly affect 100 employees on board and business at large.

This is for your kind consideration.

Regards,
For Exensys Software Solutions Ltd.,


S.Sanjay Kumar
Whole Time Director



C. BALAGOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C.V. CHANDRA MOULI
P. VIKRAM KUMAR
ADVOCATES



Door No. 10-2-278, Flat No. 103,
Suresh Harivillu Apartments,
Road No. 11, West Marredpally,
Secunderabad - 500 026.
Ph : 64570512,
Cell : 9441782451, 9246172988

Regd Post Ack.due

November 22, 2013

To
M/s.Exensys Software Solutions Ltd.,
Rep. by it's Director (Finacne), Mr.Syed
Fasihuddin, having it's Regd. Office at
H.No.8-2-684/1/18, RM Mansion,
Kanaka Durga Temple Lane,Rd.No.12,
Banjara Hills, Hyderabad

Under instructions from our clients M/s.Modi Properties and Investments Pvt. Ltd., represented by its Managing Director Sri Soham Modi S/o Sri Satish Modi, having it's office at 5-4-187/3&4, Soham Mansion, IInd Floor, MG Road, Secunderabad, we hereby issue you the following notice.

Our client states that it is the Manager having entered into a property management agreement dtd. 01.06.2003 with the owners Mr. Syed Mehdi and Mrs. Razia Bano of the premises under your occupation situated at Plot No.18 & 19, admeasuring 734 Sq.yards, in the building known as RM Mansion in premises bearing No.8-2-684/1/18, situated at Road No.12, Banjara Hills, Hyderabad totally admeasuring a built up area of 18000 Sqft. Our client as the GPA holder of the owners of the above premises has entered in to a lease deed dtd. 20.10.2010. As per the terms of the lease is valid for six years and our client is authorized to collect the rent and also general amenities charges on behalf of the owners.

Our client states that as per the lease deed you are suppose to pay the rent and general amenities charges to our client as the GPA holder of the owners of the building. Our client states that you have defaulted in paying the rents from June'2013 to October'2013. The amount of rent that are due and payable by you is Rs.23,68,130/- the details of which are given below:

MONTH	GROSS	SERVICE TAX	TOTAL RENT RECEIVABLE
Arrears difference			172526.00
June'2013	364320.00	45030.00	409350.00
July'2013	364320.00	45030.00	409350.00
Aug'2013	364320.00	45030.00	409350.00
Sept'2013	430560.00	53217.00	483777.00
Oct'2013	430560.00	53217.00	483777.00
TOTAL			2368130.00

Contd..2..

Handwritten signature

You are further defaulter in the payments of charges of general amenities to our client from May'2013 to October'2013 amounting to Rs.2,38,308/-. As per the details given below:

MONTH	GROSS	SERVICE TAX	TOTAL RENT RECEIVABLE
Arrears difference			11790.00
May'2013	31680.00	3916.00	35596.00
Jun'2013	31680.00	3916.00	35596.00
July'2013	31680.00	3916.00	35596.00
Aug'2013	31680.00	3916.00	35596.00
Sept'2013	37440.00	4628.00	42068.00
Oct'2013	37440.00	4628.00	42068.00
TOTAL			238308.00

Thus you are due and payable an amount of Rs.26,06,438/- to the owner of the premises and also our client. In view of quantum of rent the lease is not governed by the A.P. Rent Control Act. It is pertinent to mention here either the lease deed or the Agreement for amenities was not registered as required under Law and subsequent to that there is no subsisting valid lease deed executed between you and our client therefore, the lease is month to month and can be terminated by issuing a notice U/s 106 of Transfer of Property Act giving 15 days time for vacating the premises under your occupation.

You are very irregular in payment of rents and you are due and payable a sum of Rs.26,06,438/- towards rent and general amenities as on 31st October, 201, the amount also includes the Service Tax component (Rupees Twenty six lakhs six thousand four hundred and thirty eight only). In spite of repeated demands you have failed to pay the arrears of rent. Hence, our client is not desirous of continuing the tenancy and hereby terminate the tenancy.

We hereby call upon you to vacate and handover the peaceful possession of the above said premises under your occupation within 15 days from the date of receipt of this notice and also pay a sum of Rs. 26,06,438/-(Rupees Twenty six lakhs six thousand four hundred and thirty eight only) towards arrears of rents, general amenities and service tax. If you fail to vacate the said premises under your occupation within 15 days from the date of receipt of this notice, you are liable to pay a sum of Rs.5,00,000/- per month towards mesne profits and damages for holding over the premises illegally, our client will take all such steps which are available to them for both eviction and recovery of rents in an appropriate Court of Law holding you liable for all costs and consequences arising thereof.

Please remit a sum of Rs.5000/- towards cost of this notice.


C. BALAGOPAL
ADVOCATE

Printed By: Sri Srinivasa Art Printers, 3822



RLAD SAROORNAGAR 50 (500035)
A RNO04060469.IN
Counter No:1, DP-Code:DP
To: DIRECTOR FINANCE, RM MANSION
BANJARA HILLS, PIN:500034
From: C BALA GOPAL, SEC
Wt: 20grams,
Amt: 25.00, 23/11/2013, 09:15
<Have a nice day>

