

IN THE COURT OF THE HON'BLE 1 ADDITIONAL CHIEF JUDGE
CITY CIVIL COURT AT SECUNDERABAD

I.A.NO. OF 2006

IN

O.S.NO. 18 OF 2004

Between:

Gurudeva Siddha Peeth & another

Petitioners/Plaintiffs

AND

H.P. Constructions Pvt. Ltd

Respondent/Respondent

AFFIDAVIT

I, Satish Modi, S/o. Manilal C Modi, aged 60 years, R/o. Jubilee Hills, Hyderabad do hereby solemnly affirm and state on oath as follows:-

1. I am the Authorised Executive of the petitioner/plaintiff herein and as such I am well acquainted with the facts of the case.
2. I submit that I have filed the above case for recovery of possession and for other reliefs. I submit that on merits my suit was decreed and subsequently a post decreetal arrangement was entered between the plaintiffs and the defendant and the same has been filed into this Hon'ble Court. I submit that in pursuant to the post decreetal arrangement, the respondent/defendant herein delivered the possession of the suit schedule property to me. I submit that at the time of trial, I have filed some original documents which were marked as Ex.A-1 to 19 upon which I have relied.
3. I submit that as on today no appeal is pending against the Judgement and Decree of this Hon'ble Court. As such, I am entitled to receive the above said documents. I submit that I required the above said documents for my record purpose. I undertake to produce the documents if necessary and if this Hon'ble Court orders me to do so.

Satish Modi

I therefore pray that this Hon'ble Court may be pleased to return the marked documents i.e. Ex.A-1 to 19 in the Interest of Justice, as otherwise I will be put to irreparable loss and hardship.

Sworn and signed before me
On this the 20th day of June 2006
at Secunderabad.

Saber Moh

DEPONENT

Advocate/Secunderabad

AFFIDAVIT

I am the authorized Executive of the petitioner/plaintiff herein and as such I am well acquainted with the facts of the case. I submit that I have filed the above case for recovery of possession and for other reliefs. I submit that in month my suit was decreed and subsequently a post-decree arrangement was entered between the plaintiff and the defendant and the same has been filed into the Hon'ble Court. I submit that in pursuance of the post-decree arrangement, the respondent/defendant has not delivered the possession of the suit schedule property to me. I submit that at the time of filing I have filed some original documents which were marked as Ex-A-1 to upon which I have relied. I submit that as on today no appeal is pending against the judgment and Decree of this Hon'ble Court. As such, I am entitled to receive the above said documents. I submit that I required the above said documents for my record purpose. I undertake to produce the documents if necessary and if this Hon'ble Court orders me to do so.

Saber Moh

IN THE COURT OF THE HON'BLE 1 ADDITIONAL CHIEF JUDGE
CITY CIVIL COURT AT SECUNDERABAD

I.A. NO. OF 2006

IN

O.S. NO. 18 OF 2004

Between:

1. Gurudeva Siddha Peeth
a public Charitable Trust,
registered under the Bombay Public Trust Act,
with its office at No.1, Ganeshpuri, rep. by
its Authorised Executive Sri. Satish Modi,
S/o. Sri. Manilal C. Modi, aged 60 years,
Carrying on business at 1-10-72/2/3,
Begumpet, Hyderabad-500 016.

2. Sri. Satish Modi, S/o. Sri. Manilal C. Modi,
aged 60 years, Carrying on business at 1-10-72/2/3,
Begumpet, Hyderabad-500 016.

... Petitioners/Plaintiffs

AND

H.P. Constructions Pvt. Ltd
Rep. by its Director G.S. Prakash Rao,
S/o. Sri. G. Shankarajah, aged 60 years,
Having its registered office at 1-4-879/72/A,
Gandhi Nagar, Hyderabad.

... Respondent/Respondent

PETITION FILED UNDER ORDER XIII RULE 9 OF C.P.C.

For the reasons stated in the accompanying affidavit, it is prayed that this
Hon'ble Court may be pleased to return the marked documents i.e. Ex.A-1 to
19 in the interests of justice and to pass such other order or orders as this
Hon'ble Court may deem fit and proper in the circumstances of the case.

Secunderabad.

Date: 20-06-2006.

Counsel for Petitioners

FILED BY
SRI. C. BALAKRISHNA
SOT. AT KANUPUR APARTMENTS
WEST MARKET BELL
SECUNDERABAD

IN THE COURT OF THE HON'BLE JUDGE
ADDITIONAL CHIEF JUDGE
CITY CIVIL COURT AT
SECUNDERABAD

I.A. NO. OF 2006

IN

O.S. NO. 18 OF 2004

Between:

Gurudeva Siddha Peeth & another

... Petitioners/Plaintiffs

And

H.P. Constructions Pvt. Ltd

... Respondent/Respondent

**PETITION FILED UNDER ORDER XIII
RULE 9 OF C.P.C.**

Filed on: 20-06-2006

Filed by:

SHRI. C. BALAGOPAL

Advocate

201, Al-kauser Apartments,
West Marredpally,
Secunderabad.



GOVERNMENT OF ANDHRA PRADESH/ఆంధ్రప్రదేశ్ ప్రభుత్వం
REGISTRATION AND STAMPS DEPARTMENT/రిజిస్ట్రేషన్ మరియు స్టాంపుల శాఖ
MARKET VALUE ASSISTANCE/మార్కెట్ విలువల సహాయం

C

Date/తేదీ : **19-09-2001**
 SRO Names/సబ్ రిజిస్ట్రార్ కార్యాలయం పేరు : **1606 SECUNDERABAD**

Request No./అభ్యర్థన సంఖ్య : **943** Page
 Transaction/లావాదేవీ : **Sale Deed**

DETAILS OF LAND/భూమి వివరములు			
Local Body/స్థానిక సంస్థ	Municipal Corporation	Ward No./వార్డ్ నెం.	5
Village/Town/గ్రామము/పట్టణము	Hyderabad	Block No./బ్లాక్ నెం.	4
Habitation/Locality/నివాస స్థలము	M.G.ROAD	House No./ఇంట నెం.	5-4-187/3&4/8,
Survey No./సర్వే నెం.		Extent/వైశాల్యము	2331 Sq. Yard
Nature of Use/ని ఉపయోగము	Commercial	Unit Rate (Rs.)/యూనిట్ రేట్ (రూ.)	18,000

DETAILS OF STRUCTURE/కట్టడముల వివరములు				
Flat(Y)/Non-flat(N)/ఫ్లాట్ (అ) నాన్-ఫ్లాట్ (కా)	N	No. of Floors/మొత్తం అంతస్తుల నం.	3	
Floor/అంతస్తు	Structure Type/నిర్మాణం పద్ధతి	Builtup Area/నిర్మిత వైశాల్యము	Stage of Construction/నిర్మాణ దశ	Age/వయస్సు
GR	RCC	1 F	finished	

DETAILS OF VALUATION/నిర్దేశించబడిన విలువల వివరములు			
Land Cost/భూమి విలువ	Rs. 4,19,58,000	Structure Cost/కట్టడము విలువ	Rs. 300
		Market Value/మార్కెట్ విలువ	Rs. 4,19,58,300

DUTY/FEE PAYABLE/దెబ్బతీయవలసిన రుసుము			
Stamp Duty/స్టాంపు సుంకము :	Rs. 33,56,680	Transfer Duty/బదలాయింపు సుంకము	Rs. 20,97,915
Registration Fee/రిజిస్ట్రేషన్ రుసుము	Rs. 2,10,045	Total/మొత్తం	Rs. 56,64,640

గమనిక : 1. The Values shown are valid till the next general revision./మానిన విలువలు తదుపరి సవరణ వరకు అమలులో ఉంటాయి.
 2. Document has to be executed on stamp paper worth (Stamp Duty+Transfer Duty), outside twincities.
 జంటనగరముల వెరిఫై మినహాయింపి మిగిలిన ప్రదేశములలో స్టాంపు సుంకము మరియు బదలాయింపు సుంకము మొత్తం స్టాంపు పేపరు పై దస్తావేజు వ్రాసుకొనవచ్చును.

[Signature]
Sub-Registrar
Secunderabad.

GURUDEV SIDDHA PEETH

1-10-72/2/3, Begumpet Road,
HYDERABAD - 16.

Dated: 18.12.1992

EX A1

To

Shri Prakash Rao,
M/s. H.P. Construction Pvt. Ltd
H.No. 1-4-879/72A,
Gandhinagar,
HYDERABAD.

Dear Sir,

We request you to take occupation of the premises (possession) on this the Friday, 18th December, 1992. You are also authorised to start the construction work at your earliest convenience as per our agreement signed and delivered today 18th December, 1992.

1) For GURUDEV SIDDHA PEETH

Satish mal
General Power of Attorney

2) For CONSENTING PARTY

Satish mal
Agreement Holder

3) For H.P. CONSTRUCTION PVT LTD

RECEIVED
5 OCT 1994
Secunderabad

[Handwritten initials]

[Handwritten initials]

In the Court of the III Senior Civil Judge
C. C. C. SECUNDERABAD
OF *58194*
Produced by *[Signature]*
Admitted *Register-26/9/01*
Marked as Ex. *A1*
III Senior Civil Judge

No.
AA/Hyd/1(25)3/92-93

Office of the Appropriate Authority,
Income-tax Department, C.R. Building
Annexe, Queens Road, Bangalore-560001

Ex. A 2

Dated: 16.3.1993

1. Name & address of the transferor(s) : 1. Gurudev Siddah Peeth, Ganesh Puri P.O. Dist. Thane,
2. Satish Modi, 1.10.72/2/3, Begumpet ns consenting party.
2. Name & address of the transferee(s) : H.P. Constructions Pvt. Ltd., 1, 4, 873/72/A, Gandhinagar, Hyderabad.
3. Location of the immovable property : Sy. No. 187/3&4/8, Karbala Maidan, Rangunj, Secunderabad-3.
4. Date of agreement for transfer of immovable property : 18.12.92
5. Apparent consideration : Rs. 70,85,000/-

ORDER UNDER SECTION 269 UL(1) OF INCOMETAX ACT, 1961

The Appropriate Authority, Income Tax Department, Bangalore, have received a statement in Form No. 37-I prescribed under rule 48 L of the Income Tax Rules, 1962, from the above stated transferor(s) and transferee(s) on 5.1.93. This was accompanied by a copy of the agreement dated 18.12.92

2. The Appropriate Authority have no objection to the transfer of the property indicated as per the terms of agreement dated 18.12.92 and as per the statement filed in Form 37-I,

3. It is hereby clarified that this NO OBJECTION CERTIFICATE applies ONLY to the transferor(s) and transferee(s) whose names are specified herein above.

BY ORDER OF THE APPROPRIATE AUTHORITY, BANGALORE

(V.M. MUTHURAMALINGAM)

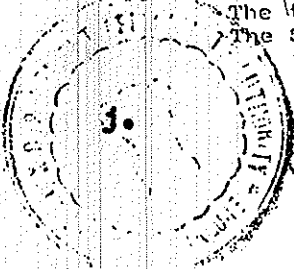
(G.R. REDDY)

(P.K. RATHO)

MEMBERS, APPROPRIATE AUTHORITY, INCOME TAX DEPARTMENT, BANGALORE

Copy to: The transferor(s) as above
The transferee(s) as above
The Sub-Registrar,

Kavadigude, Secunderabad.



12/20/1

12/1

In the Court of the III Senior Civil Judge
C. C. C. SECUNDERABAD.
OS 328/94
Proceedings
Admitted 12/1/00-26/9/01
Marked as A2
III Senior Civil Judge

AA/Hyd/1(25)3/92-93

Office of the Appropriate Authority,
Income-tax Department, Central Revenue
Buildings (Annexo), 5th Floor, Queens
Road, Bangalore - 560 001.

Dated: 16.3.1993

To

1. Gunderdev Siddah Peeth, Ganesh Puri P.O., Dist, Thane,
2. Satish Modi, 1.10.72/2/3, Begumpet, as consenting party.

Ex A3

(Transferee(s))

H.P. Constructions Pvt.Ltd. 1.4.879/72/A, Gandhinagar, Hyderabad.

(Transferor(s))

Sir(s)/Madam,

Sub: No Objection Certificate Under Section
259 UL(1) of Income-tax Act, 1961.

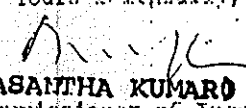
Ref: Your Statement filed in Form 37-I Under
Rule 48L of Income-tax Rules, 1962.

-:oCo:-

The Appropriate Authority (Income-tax Department) has
decided to issue a No Objection Certificate Under Section
259UL(1) of the Income-tax Act, 1961.

2. A copy of this No Objection Certificate has been
pasted on the reverse of the page 1 of the copy of the
agreement enclosed with the Statement filed by you. Each
page of the agreement has been initialled by the undersigned
under seal of this office and forwarded to the Sub Registrar
concerned. You can present the agreement before the Sub
Registrar for purposes of registration.

Yours faithfully,


(A. VASANTHA KUMAR)
Asst. Commissioner of Income-tax
Appropriate Authority, Bangalore.

Copy to the Sub Registrar
with a copy of No Objection Certificate
to copy of agreement duly attested for needful
action. with a copy of the agreement dt. 18.12.92:

j.

20/4

Paradeesh Road

ST

13/4

In the Court of the III Senior Civil Judge
C. C. C. SECUNDERABAD.

Produced by MS 358/04
 Admitted MS 1000-26/04/07
 Marked as A3

III Senior Civil Judge

Date: 2-02-1993.

To
The Special Officer & Competent Authority,
Urban Land Ceiling,
HYDERABAD.

EX A4

Sir,

Sub:- Statement Under Section 6(1) of the ULC
Act filed - Properties held by registered
Charitable Trust - Requested for early
orders - regarding.

I am the G.P.A. holder of Sri. Gurudev Siddha Peeth
which is charitable trust having properties on its name
in the Hyderabad Urban Agglomeration. I am herewith
enclosing declarations in triplicate Under Section 6(1)
of the Act declaring the properties held by trust.

I therefore, request you to kindly pass the nece-
ssary orders U/s. 19 of the Act exempting the lands
held by the trust for which act. I shall be very grateful
to you Sir,



Yours faithfully,

Satish Modi
(SATISH MODI).

Address:

1.10.72/2/3/4
HYDERABAD-500 016.

13/204

Page: 2-10-1993

The Special Officer & Comptroller
Urban Land Ceiling
Hyderabad.

Sir,

Copy Statement Under Section 5(a) of the
Act filed - Proposed - 1993
Charitable Trust - Hyderabad for entry
orders - regarding.

(a)

For the U.L.C. holder of this property...
which is charitable trust having...
in the Hyderabad Urban Land Ceiling...
understanding in Hyderabad...
of the act, including the...
therefore, request you to...
copy orders U.L.C. is of...
said by the trust for which...

(M)

The Court of the III Senior Civil Judge
C. C. C. SECUNDERABAD.
23/2/93
Marked as AY
III Senior Civil Judge

10.7.2004
1000

BY REGISTERED POST

HYDERABAD URBAN DEVELOPMENT AUTHORITY
1-8-323, PALAGH PALACE, POLICE LINES, SECUNDERABAD-3.

Ex. A3

Letter No: 8588/PD1/HUDA/93

Date: 19-5-94

1062
✓

Sri. Satish Madi, GDA Holder
Gurudev siddapeet,
D.No.1-10-72/2/3 Begumpet,
HYDERABAD-500 016.

Sir/Madam,

Sub:-HUDA-Planning -Change of land use in ^{Prmo} S.No
5-4-187/3 & 4/8 of Karbele Maidan, Ranigunj village

Payment of Development charges, Green Belt
charges - Processing charges called for-
Regarding.

Ref:-1.Govt.Memo.No. 1776/M1/93-4 M.A dt.27-4-94
dated _____

-0-

In the Memo cited, the Government have issued draft variation for modification to plan in respect of the site under reference, with the intention of calling objections and suggestions from public through Gazette notification. In the memo one of the conditions for modification to plan in the payment of development and other charges to HUDA for the site under consideration. You are therefore requested to remit the following amounts in favour of the Vice-Chairman, HUDA within a period of three weeks from the date of receipt of this letter in Indian Overseas Bank, Himayatnagar Branch at the HUDA extension counter in separate challsn.

i)	Development charges	Rs.	<u>7,796=00</u>
ii)	Green Belt Charges	Rs.	<u>-</u>
iii)	Processing charges	Rs.	<u>2,000=00</u>

If you fail to remit the above amounts within the stipulated time, the Government will be informed to close the case on account of non-payment of prescribed charges. The above charges except the Processing Charges are refundable without any interest in the event of Government not agreeing to the proposed modification to plan, within three weeks of the applicant making an application to HUDA for such refund enclosing an attested copy of such rejection order issued by the Government.

Yours faithfully,

J. Yalab
23/5/94
for VICE-CHAIRMAN

Slms
23-5-94

Done
23/5/94

AS
2018

19-3-2018

19-3-2018

19-3-2018

19-3-2018

15/1

In the Court of the III Senior Civil Judge
 C.C.C. SECUNDERABAD.
 Produced by OS 358/AY
 Admitted by MU
 Marked as Ex. AS
 19/01/2018
 III Senior Civil Judge

Produced by OS 358/AY

19/01/2018

19/01/2018

Government of Andhra Pradesh,
Municipal Administration & Urban Development Department

Memo.No.1776/H1/93-4 NA

Dated 27-4-1994

Sub:- MCH - Change of land use from residential
use to commercial use in P.No.5-4-187/3 & 4/8
at Karbala Maidan, Manigunj, Secunderabad -
Draft variations - Notification - Issued.

- Ref:- 1) ~~_____~~ ~~_____~~ Ex-A6
2) From V.C., MUDA In.No.8588/PD1/MUDA/93
dt. 21-3-93.

The appended notification will be published in the
extra-ordinary issue of A.P.Gazette dated 2-5-1994.

2. Specific approval of the Principal Secretary to
Government, Municipal Administration & Urban Development
Department has been obtained for publication of notifi-
cation in the extra-ordinary issue of A.P.Gazette.

E.Hanikya Rao,
Addl. Secretary to Government.

To
The Commissioner, Printing, Stationery & Stores Purchase,
Hyderabad.
The Vice-Chairman, Hyderabad Urban Development Authority,
Secunderabad.

Sri Satish Redi, 5-4-127/3 & 4/8, Karbala Maidan,
Manigunj, Secunderabad.

//Forwarded by order//


Section Officer.

APPENDIX
NOTIFICATION

The following draft variation to the land use
envisaged in the Zonal Development Plan/Master Plan
for Municipal Corporation of Hyderabad area, Zone.I
which it is proposed in exercise of the powers conferred
by sub-section (2) of section 12 of A.P.Urban Areas
(Development) Act, 1975 (Act-I of 1975) read with rule 17-A
of the Urban Development Authority (Hyderabad) Rules, 1977
is hereby published as required by sub-section (3) of
the said section.

Notice is hereby given that the draft will be
taken into consideration after expiry of 15 days from
the date of publication of the notification in the
A.P.Gazette and that any objections or suggestions which

12/10/54

may be received from any person with respect thereto before the expiry of the said period will be considered by the Government of Andhra Pradesh. Objections or suggestions should be addressed to the Principal Secretary to Government, Municipal Administration & Urban Development Department, Secretariat, A.P. Hyderabad 500 022.

DRAFT VARIATIONS

The site in P.No. 5-4-187/3 and 4/8 (By.No.44) of Karhela Maidan, Baniguda to an extent of 1949.00 sq.mts. which is earmarked for light and service industrial use zone in the notified Zonal Development Plan for Zone.I, Municipal Area is proposed to be designated as local commercial use zone, subject to the following conditions:-

- 1) that a minimum green space of 3 Mts. all around the complex be left so as to avoid the dust pollution.
- 2) that necessary set-backs as per Government orders on FSI Regulations to be followed alongwith latest building line rules.
- 3) That the applicant shall pay an amount of Rs.7,796/- (Seven thousand seven hundred and ninety six only) towards Development Charges to Hyderabad Urban Development Authority through Challan in Indian Overseas Bank, Miyayathnagar Branch/HUDA Extension counter and submit a challan to this effect to the Government and HUDA before issue of final order.
- 4) The applicant shall pay processing fee of Rs.2,000/- (extent of land 2331.00 sq.yds. or 1949.00 sq.mtrs, to Hyderabad Urban Development Authority before issue of final orders.

SCHEDULE OF BOUNDARIES

- North:- Existing 20'-0" wide road.
- South:- Existing commercial complex bearing P.No.5-4-107/5.
- East:- Existing 24'-0" wide passage and existing commercial complex bearing P.No.5-4-187/324.
- West:- Existing 96'-0" wide road (Proposed 100'-0" wide road as per Zonal Development Plan for zone.I) leads from Boats Club to Sanjeevaiah park.

15/11

In the Court of the III Senior Civil Judge
 C. C. C. SECUNDERABAD
 12/10/54
 Adm. No. 261/10
 Marked as Ex. A
 III Senior Civil Judge

K. Manikya Rao,
 Adl. Secretary to Government.

[Signature]
 SECTION OFFICER.

By certificate of posting
By Registered post.

Government of Andhra Pradesh
Municipal Administration and Urban Development Department

Memo.No.1776/M1/93-2.M.A.

Dated: 27-3-1995.

EX A7

Sub: -Buildings-ICH-Construction of Building with cellar for parking, ground floor for shops and 4 upper floors for residential apartments in Pr.No.5-4-187/2,4, Karbala Maidan, Ranigunj, Hyderabad - Relaxation of Z.Rs-Request -Rejected.

- Ref: -1. From Gurudev Siddha Peeth, repn.dt.nil.
2. From the VC, HUDA, Lr.No.8588/PD1/HUDA/93 dt. 21-8-93.
3. From the Commr/MCH Lr.No.896/TP7/SO/HO/93.dt.5-12-93.
4. Govt.Memo.No.1776/M1/93-4.M.A Dt. 27-4-94.
5. From Sri.Satish Modi, repn.dt. 24-5-94.
6. From the VC, HUDA, Lr.No.8588/PD1/HUDA/93. dt. 20-10-94.

1. The applicant Sri.Gurudev Siddha Peeth to grant has submitted plans requesting to grant permission for the construction of commercial -cum-residential complex at Pr.No. 5-4-187/3,4, Karbala Maidan, Ranigunj, Hyderabad which requires change of land use and relaxation of Zoning Regulations.

2. The Government have examined the matter and in Government Memo 4th cited issued draft variations calling for objections & Suggestion on the proposed change of land use from light industrial zone to residential -cum-commercial zone subject to certain condition. The petitioner in his representation 5th cited has requested to delete the following conditions, imposed in the draft variation:

1. a minimum green space of 3 metres all round the complex be left so as to avoid the dust pollution.
2. necessary set backs as per Government orders on FSI regulations to be followed alongwith latest building line rules.

3. The Government have examined the matter in consultation with the Vice Chairman, HUDA and consider that there is no justification to delete the above conditions.

4. The request of the petitioner is therefore, rejected.

P.V.RAO?

Principal Secretary to Government.

To
Sri.Satish Modi, 5-4-127/3 & 4/8, Karbala Maidan, Ranigunj,
Secunderabad.

The Commissioner & Special Officer, Municipal Corporation of Hyd,
Hyderabad.

SR/Sc.

//Forwarded: :By Order//


Section officer.

Handwritten notes:
9/18/95

204

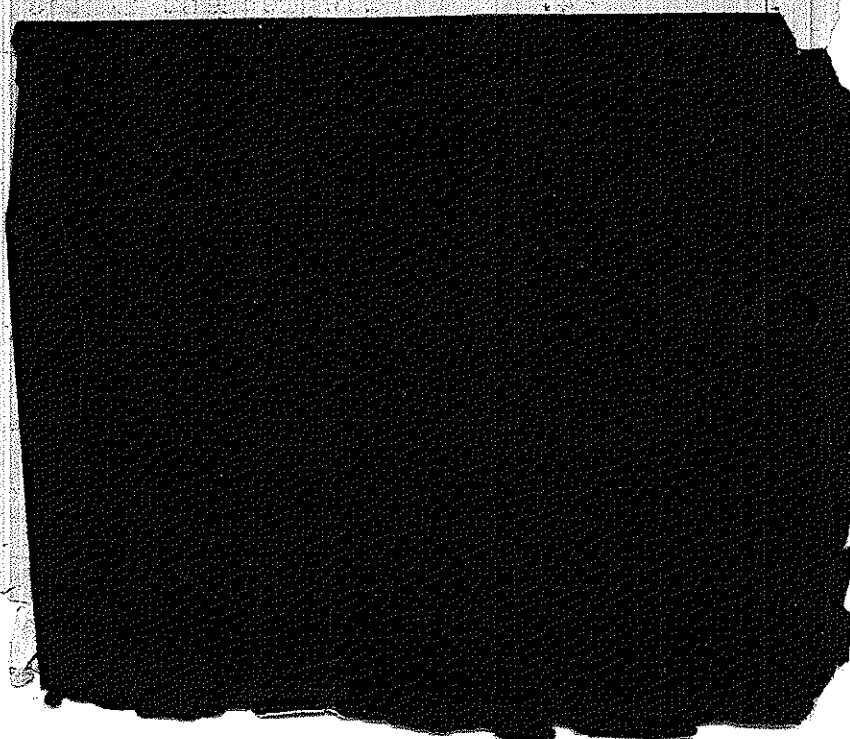
171

204

In the Court of the III Senior Civil Judge
 C. C. C. SECUNDERABAD.

Produced by OS 358/94
 Admitted 20/01-26/94
 Marked as A7

III Senior Civil Judge



Date: 26/02/1994.

From:

Satishchandra Modi
1-10-72/2/3
Begumpet
HYDERABAD - 500 016.

Ex AB

To

1) M/s. H.P. Constructions (Pvt.) Ltd.,
2) Sri Prakash Rao
H.No. 1-4-879/72/A
Gandhinagar
HYDERABAD.

Sirs,

By an agreement dated 18/12/1992, you have agreed to purchase a plot of land belonging to Gurudev Siddha Peeth, admeasuring 2,331 sq.yards, situated at 'Karbala Maidan, Mahatma Gandhi Road, Secunderabad, for a total consideration of Rs.70,85,000/-. As per the agreement, we have already delivered possession of the property to you on the date of the said agreement. You have already paid a sum of Rs. 12,00,000/- as advance. The balance of Rs.58,85,000/- has to be paid within 12 months from the date of the agreement i.e., the amount has to be paid on or before 18/12/1993. It was also agreed that if the balance consideration is not paid, interest calculated at the rate of 1% per mensem on the balance of consideration would be payable every quarter in advance. As you have failed to pay the balance amount of Rs. 58,85,000/- by 18/12/1993, the Vendor under the agreement has become entitled to the interest. As the quarterly interest has to be paid in advance, the Vendor is now entitled to a sum of Rs. 1,76,550/- as interest for the period 18/12/1993 to 18/03/1994. Even though more than 1½ (One and half) months have passed, the amount has not been paid by you.

As I am responsible for my principals for the due implementation of the terms of the agreement, I am compelled to address this letter to you. I therefore, request you to arrange the payment

Contd....2.

Satish Modi

of the sum of Rs. 1,76,550/- to Gurudev Siddha Peeth within seven days of receipt hereof. As you are aware, my principal is a Charitable Trust and therefore, they are accountable to various authorities for the due implementation of the terms of the agreement.

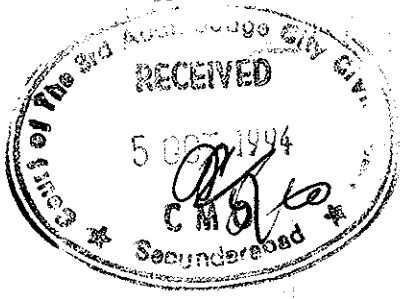
I therefore request you to treat this matter as urgent. If there is no positive response from you, my principals may take extreme steps of cancelling the agreement as envisaged by the terms.

Thank you.

Yours faithfully,

Satish Modi

(SATISH MODI)



Handwritten mark: A circle containing 'A8' and '21' with a vertical line through the center and a horizontal line above it.

In the Court of the III Senior Civil Judge
C. C. C. SECUNDERABAD.

Produced by: OS 388194

Admitted by: 12/11/269

Marked as Ex: A8

III Senior Civil Judge

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

Ex A9

To,

Sri Satish Modi,
1-10-72/2/3,
Begumpet,
HYDERABAD.

Dear Sir,

We are in receipt of your lr.dt.26-2-94, on 7-3-94 and obliged to state as follows:

2. It is a fact that we have agreed to purchase the plot of land of "GURUDAV SIDDHA PEETH" at Karabala Maidan, under the terms and conditions set out in writing through an agreement dt.18.12.1992.

3. On the total consideration agreed under the said agreement there is no difference of opinion and same is Rs.70,85,000/- (Rupees Seventy Lakhs Eighty Five Thousand only).

4. As regards payments already made and delivery of possession of site, there appears to be some miss apprehension. Hence the position is clarified here under.

- a) We have paid advance of Rs.3,00,000/- on 30th November, 1992 and same was acknowledged in the agreement of sale itself vide para (i) on page of the agreement of Sale.
- b) Under para 1 of the agreement of sale with regard to further payment and interest it was coveneted as under. "The Vendee shall pay a further sum of Rs.9,00,000/- (Rupees Nine Lakhs only)

Contd....2.

Seega
24/3

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

:: 2 ::

to the vendor on behalf of the consenting party on the date of delivery of vacant possession of the Schedule Property.

Time for completion of payment of balance with interest shall be reckoned from the date of delivery of vacant possession by the Vendor and consenting party to the Vendee."

- c) We have paid Rs.9,00,000/- (Rupees Nine Lakhs only) on 18.12.1992 further to the advance of Rs.3,00,000/- (Rupees Three Lakhs only) referred to above on the understanding that the delivery of vacant possession will be effected as per the covenant on page 5 of the agreement of sale with ULCC and IT Clearances.
- d) Though you received Rs.9.00 Lakhs as part payment (not as advance) vide your receipt dated 18.12.1992, on the very same date you have confirmed through separate Certificate of even date. That you had been shifting materials and structures from the premises. Through, the said certificate it was expressly agreed, that shifting process was a matter of days, you are aware that said process took several months and shifting was completed in the end of April, 1993.
- e) You are fully aware that this property was taken for development. For development and starting the construction work accordingly you did authorise me through a separate letter of even date (18.12.1992).

Contd....3.

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

:: 3 ::

- f) It is pertinent that in terms of Agreement dated 18.12.1992 Clause 7 on page No. 7 Clearance from the Urban land Ceiling has to be obtained by you. The said Urban land Ceiling Certificate could be obtained and furnished it to me by you on 16.09.1993 only. With out ULC Certificate, the HUDA Officials refused to process it further and this thing was brought to your Notice by me and my agent Mr.Bedi number of times.
- g) In terms of covenant on page 8, this Vendor is expected to permit the construction work immediately, the said clause is reproduced below:
- "12. The consenting party shall delivery vacant occupation of the property in, as it is where it is condition (excluding the structures standing thereon) to the vendee on payment of Rs.12.00 Lakhs. The Vendor shall also permit the vendee to start construction work immediately."
- h) By September, 1993, the entire area was water logged due to Rains and it has not dried up even to date. Further, the existing drainage lines passing through the site which is conected to your Soham Mesission and S.M.Modi Commercial Complex (Ran Boxy) though brought to your Notice in the month December, 1992 itself and you have agreed to be shifted but this has not so far been attended to.

Contd....4.

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380.

:: 4 ::

5. It will be appreciated that on account of delay on your part in fulfilling the basic requirements the main work could not be commenced as intended at the time of Agreement dt.18.12.1992.

Our amount of Rs.12.00 Lakhs thus paid to you is locked up with you with no gain or development for more than a year, on other hand we are loosing interest on 12 Lakhs.

6. In the circumstances stated above, it would be fair on your part to treat the date of delivery of possession of site as 28th Feb, 1994 and time for completion of payment or balance with interest shall be reckoned with reference to 28th Feb, 1994 (as intended in the covenants 1,7,8,12 etc of Agreement of Sale.) All other terms and conditions remaining same.

we do hope that as a person on the spot conversant with physical conditions of site and the delays detailed above, you will convince your principals on the shifting of date to on 28th Feb, 1994 due to the reasons mentioned above.

As this reply is being furnished by me (G.S.Prakash Rao) in the capacity of Director of the Company, I am not replying separately on your letter addressed to me in person.

Thanking You,

Yours faithfully,

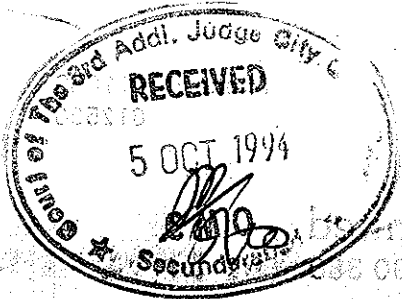
for M/S. H.P. CONSTRUCTIONS PVT LTD,



Director,
(G.S. PRAKASH RAO)

Encl:-

Four Photographes showing the Drainage line still not shifted.



19/10/94

19/10/94

In the Court of the III Senior Civil Judge
C. C. C. SECUNDERABAD
Produced by DS 388/94
Admitted by 11/10/94-26/94
Marked as Ex. A9
III Senior Civil Judge

Date: 28/03/1994.

To

1) M/s. H.P. Constructions (Pvt.) Ltd.,
2) Sri Prakash Rao,
H.No. 1-4-879/72/A, Gandhinagar,
HYDRABAD.

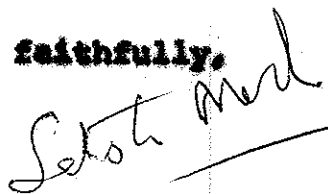
Sir,

This is in further reply to your reply dated 24/03/1994 to my earlier letter. Your entire reply is a misconstruction of the agreement. As can be seen from clause-1 of the agreement, the time for payment of the entire balance is to be made within one year from the date of delivery of possession of the property which is the subject matter of the agreement. In pursuance of the agreement dated 18/12/1992, the vacant possession of the property was delivered on the very same day i.e., 18/12/1992. There is no link between the payment of balance consideration and with a production of a Certificate to Urban Land Ceiling and Income-Tax Departments. There is a deliberate attempt to misconstrue the clauses of the agreement. By virtue of clause-3, we have become entitled to claim interest on the balance of the sale consideration with effect from 18/12/1992. The allegation that the entire area had become water-logged after excavation is not our concern. To say that it remains water-logged now, is totally incorrect.

From your reply, it now appears that you are unwilling or unable to adhere to the terms of the agreement. If you fail to comply with the demands contained in my earlier letter, the consequences mentioned in the agreement would follow without further reference to you.

Thank you.

Yours faithfully,



(Satish Modi)



1) W/o. H.P. Construction (Pvt.) Ltd.
2) Sri. K. Srinivas Rao,
No. 1-4-879/72, Chandrabaga,
HYDERABAD.

Handwritten initials 'SRT' and 'M' in a circle.

This is to further reply to your reply dated 10/10/94...
Your entire reply is a misreading of the...
agreement. As can be seen from clause-1 of the...
this for payment of the entire balance is to be made within one...
year from the date of delivery of possession of the property which...
is the subject matter of the agreement. In pursuance of the...
dated 18/12/93, the vendor possession of the property was...
on the very same day i.e., 18/12/93. There is no link between the...
payment of balance consideration and with a provision of...
to Urban Land Ceiling and Control Act, 1971. Hence, the...
deliberate attempt to misinterpret the terms of the agreement...
virtue of clause-1, we have become bound to claim interest on the...
balance of the sale consideration with effect from 18/12/93. The...
elucidation that the entire area had been reserved after...
excavation is not our concern. To the extent it remains water-logged...
now, is totally irrelevant.

Handwritten initials 'SRT' and 'M' in a circle, similar to the one above.

In the Court of the III Senior Civil Judge
C. C. C. SECUNDERABAD.
OS 388/94
Prod. No. 1010/26/94
Marked as A10
III Senior Civil Judge

Thank you
Yours faithfully,
(Signature)

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

EX A 11

To

Sri Satish Modi,
1-10-72/2/3,
Begumpet,
HYDERABAD - 500 016.

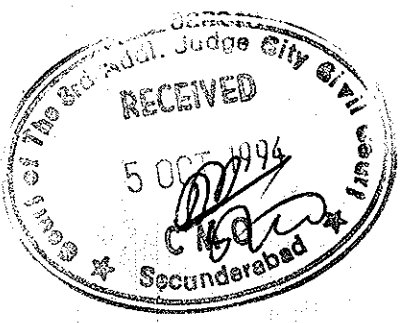
Dated 31st March, 1994.

Dear Sir,

In response to your letter dated 28th March, 1994, we are obliged to state at the outset, that the facts relating to delivery of position of the property to enable us to take up the development and construction as intended in our Agreement signed and delivered, on the 18th December, 1992, are absolutely distorted and misconstrued in view of the details here under:-

- a) Clause - I of the Agreement has to be read in full, in any case the said clause alone cannot be read in isolation.
- b) The essence of the Agreement in so far as we are concerned was to take up immediate development activity on this property, which you are aware and in the letter dated 18th December, 1992, where in not only the occupation of premises was spelt out, but also specific Authorisation to start the construction work at our earliest convenience was intended and Authorised.
- c) In order to take up the construction activity as intended by the parties, the physical and incidental, pre-requisites i.e. free and vacant position of the property, certificate of Urban Land Ceiling, Clearance of Income-Tax Department are essential.
- d) Even the drainage lines passing through the site, agreed to be shifted have not been done. Evidently the shifting of material and structures of the work shop agreed to be completed by end of December, 1992 was completed by you in last week of April, 1993 only.

Contd...2.



H. P. Constructions Private Limited
HYDERABAD-500 380

[Faint, illegible text]

[Extremely faint and illegible body text, possibly containing a letter or legal notice]

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380.

:: 2 ::

- e) The excavation was done in all the good faith and on your assurances that the other obligations like removal of drainage lines and obtaining requisite certificates will be obtained by you in matter of days. To our utter dis-appointment and dismay you having failed to fulfill your obligations the site got water logged as no further progress could be attended and the monsoon/rains set in causing water logging.
- f) As covenanted the land usage from Industrial Zone - to Commercial - Cum - Residential Zone has to be obtained for under taking the development activity and for approaching the Authorities. In this connection Urban Land Ceiling Clearance is must and essential. Which you could obtain only on 16th September, 1993. Hence we are prevented till that dated to under take planning, and were also unable to get necessary sanctions and permissions from the concern departments and also unable to take up development and construction activity.
2. On the specific points and issues raised in our letter dated 24th March, 1994, you had been silent and evaded reply which would tantamount to admission on your part of the facts stated there to.
3. We are ever willing to adhere to the terms of the Agreement. The demands made by you in your earlier letter dated 26th February, 1994 are not only contrary to the Agreement terms but also are unconsionable.
4. On your part you have failed to fulfill the obligation under taken through our agreement and for due fulfillment of the Agreement and we therefore reserve our right to claim suitable damages, compensation, and lossess.
5. If any steps of cancelling the Agreement as threatened in your letter above cited are taken you will be doing so at your own risks and cost, please note.

Contd...3.

Phone : 611063
612536

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380.

:: 3 ::

6. In the circumstances, we suggest to consider the real facts and arrive at equitable settlement in our interest and to avoid any litigation in this regard.

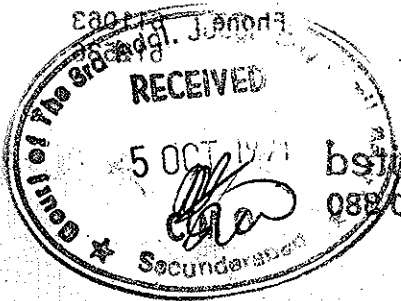
7. As this reply is being furnished by me (G.S. Prakash Rao) in the capacity of Director of the Company, I am not replying separately on your letter addressed to me in person.

Thanking You,

Yours faithfully,
for M/S. H.P. Constructions PVT LTD,



Director,
(G.S. PRAKASH RAO)



H. P. Constructions Private Limited
1-A-879/75/A, Gandhinagar, HYDERABAD-500080

(Handwritten signature)

(Handwritten signature)

In the Court of the III Senior Civil Judge
C. C. C. SECUNDERABAD.
 Produced *28/9/71*
 Admitted *26/9/71*
 Marked as Ex. *All*
III Senior Civil Judge

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380.

Dated 16th August, 94.

To

- 1) Shri Satish Modi,
H.No.1-10-72/2/3, Begumpet,
HYDERABAD - 500 016.
- 2) M/s. GURUDEV SIDDHA PEETH
No.1, Gammshpuri, Taluk Bhiwandi,
Dr.Thane, Maharashtra State,
Pin- 401 206.

Bx A12

Dear Sir(s),

Sub:- Agreement of Sale - Premises No.187/3,
and 4/8 Karbala Maidan, Secunderabad.

Ref:- In continuation of My letter dated
31st March, 1994 and the discussions
we had.

1. We reiterate that the essence of the Agreement was to take up developmental activity on the subject property.
2. As clarified in our previous letters on account of not giving free and vacant possession of the property, delay in obtaining Urban Land Ceiling (ULC) clearance and Non-removal of drainage lines and manholes and delay in shifting of materials and structures (Which were completed by you by the end of April 1993) no developmental activity could be undertaken by us.
3. You are also aware of work done of excavation of cellar and efforts made for planning and execution of the project by us.
4. In fact, keeping the above facts in view we as vendee has been authorised to enter upon the property for the purpose of undertaking developmental work, immediately on entering the property.

Contd..2..

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

Dated 16th August, 94.

:: 2 ::

5. Further, as Vendor you agreed to register sale deed(s) in favour of the Vendee or its Nominees. The sum of Rs.12,00,000/- was paid to you, on the assurance and agreement of delivery of vacant Possession and occupation of the property and to start the construction by us.
6. The very purpose of the Agreement i.e., development of property has to be deferred due to the various delay on your part cited above.
7. We have been requesting you to come for a negotiated settlement inspite of the fact that you have not fulfilled the terms and conditions of the agreement from your end. Thereafter, after several letters from our end negotiations were held recently. But you have backed out again from the terms and conditions agreed upon orally. It is now clear that you are not willing to co-operate in this matter. We have already invested huge amount and the money is blocked with no fruitful use or benefit. During the course of the negotiations you have also threatened to go to court and ensure that the entire programme is stalled. Such action would only result in further blocking of our funds, men and material without any fruitful results. Besides this, you have also been threatening, otherwise, All these actions on your part are making us apprehensive and in such circumstances, we are forced to put a complete stop in further planning and execution of this project.
8. We are, therefore, obliged to place on record the following:
 - a) The property could not be developed and further work is stand still.
 - b) You were to deliver possession by the end of December, 1992 and you could not deliver it in a complete and fit manner for undertaking development even now. When you delivered the site on removal of structures in end of April, 1993, we immediately undertook cellar

Contd..3

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380.

Dated 16th August, 94.

:: 3 ::

Excavation and completed by middle of May, 1993. During the said excavation drainage under ground lines and Manholes got exposed which are connected from your "SOHAM" Building on East side of this property and diversion/removal of these lines was not done by you as promised till today. The rains have started by then on account of which the water accumulated at the site in the cellar. In spite of installing pumps the water could not be removed. We had also invited civil engineering experts to suggest the course of action. They have opined that the water cannot be removed as the water got accumulated on account of seepage from the "Hussain Sagar" lake which is quite common and that the work can be undertaken only during summer when the water level will recede and thereafter water proofing can be done and therefore no development could be taken up. This is how almost 20 months are lost on account of delays/defaults on your part. Added to that you have been threatening of some speculative litigation and otherwise thus making us more apprehensive. On account of these aspects we are unable to undertake further development activity.

- c) As per clause 4 on Page 6 of Agreement dated 18th December, 1992, that for common passage (Road) of 10'-0" wide to be left on north you were to obtain required consenting letter prior to handing over occupation (Handing over of site) and this has not been done till date in spite of reminding you on several occasions.

9. As discussed in the negotiation we place on record the following:-

- a) We had paid a sum of Rs.12,00,000/- to you in part performance of the Agreement of Sale. The said sum of

Contd..4..

H. P. Constructions Private Limited

1-4-879/72/A, Gandhinagar, HYDERABAD-500 380. Dated 16th August, 94.

:: 4 ::

Rs .12,00,000/- was paid to you and acknowledged by you. We, as developpers and purphasers, are not receiving any benefits and on account of the circumstances mentioned above we are prevented from developing the property. Hence, we claim interest at 18% per annum on the said amount of Rs.12,00,000/- till the date of obtaining clearance and till clear possession of the site is given to us to undertake the developmental Activity.

- b) As you are aware, that the property is taken up by us only for the purpose of developing and we have to develop and sell the same as per the Agreement dated 18th December, 1992. The physical possession was agreed to be given on the same day. However, on account of later development and threart of court action as well as otherwise from your end, the delay has resulted in increased cost of construction by way of increase in rate of steel and cement and other materials as well as Labour Rates and the same shall be to your account after due calculation till the Final settlement of the above mentioned differences.
- c) On account of delay in handing over vacant and clear possession, obstacles created by you the last working season could not be made use of and we have once again come to non-working/rainy period. As stated above, the site is just opposite to the Hussain Sagar Lake and any increase in water level in the late results in rising of water level in the excavated cellar portion.
- d) After undertaking the excavation work we came across drainage and man-holes existing in the site. This fact was not made known tous at the time of when we entered into Agreement of sale. When this fact was brought to your Notice you have agreed to remove the same, but you have not removed till date. We are not in a position to undertake further work on account of this also. Unless these are removed we cannot undertake further developmental work.

Contd..5..

H. P. Constructions Private Limited

1-4-879/72/A, Gandhinagar, HYDERABAD-500 380 Dated 16th August, 94.

:: 5 ::

- e) The premises is having 3 Phase electrical connection and MCH property Tax assessment and Land Tax. Till actual physical possession is available to us the arrears in respect of this have to be cleared by you.

We came to know that the electric meter box and meters are taken by you informing our chowkidar that we have permitted you to do so which is false and untruthful. Please therefore restore the electric connection immediately which is a part and parcel of this property. As regards MCH tax clearance, unless tax is paid upto date, MCH will not accept the plans for sanctioning and according sanction. Please therefore forward upto date MCH Tax and Land Tax and hand over tax receipts. Though we had been asking for the said receipts for last several months you failed to give till date.

- f) On account of any change in MCH bye-laws, regulations, HUDA Regulations etc., such other outgoings viz., additional fees tax or by way of Change/Reduction in FSI, resultant lossess/Damages are to be borne by you.

- g) So far we have spent about Rs.6,00,000/- (Rupees six lakh only) by way of excavation of Cellar, expenditure in HUDA, consultancy and other such works. This amount was also blocked and is not fetching any returns on account of your lapses, therefore, you are, liable to pay interest at the Rate of 18% per annum on this amount also.

- h) We have kept our watch and ward staff from last week of April, 1993 without any developmental activity and inspite of the constraints posed by you. While on one hand we are unable to undertake further developmental activity we are forced to incur these expenses. The expends so incurred by us will be to your account.

Contd..6..

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

Dated 16th August, 94.

:: 6 ::

10. During the course of negotiations and subsequently you have been threatening us with some speculative legal action. In the event of your approaching any court of Law, we will defend ourselves at your risk and cost.

Not only you shall be held responsible for our losses on account of your defaults and delays as pointed out in paras 8 and 9, but also any interest Liability on us contemplated in Agreement dated 18th December, 1992. Shall only be effective and valid from the date of making available the site by you fit for undertaking developmental activity by us, Free from all hindrance pertaining to site factors (For which you are liable) as well as free from prospective Legal delays/Actions.

Thanking you,

Yours faithfully,
for H.P. CONSTRUCTIONS PRIVATE LTD.



Director.

Note:-

For M/s Gurudev Siddha Peeth.

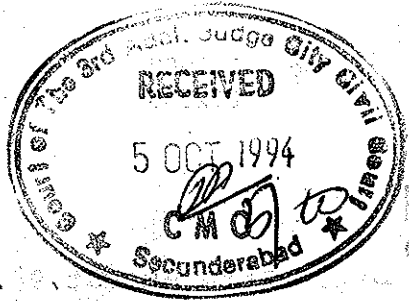
Copies of following earlier correspondence exchanged between us and Shri Satish Modi, are enclosed to give you complete glimpses of the differences that have arisen.

- i) Copy of Shri Satish Modi, letter dated 27.02.1994. addressed to us.
- ii) Copy of H.P. Construction(P)Ltd., lr. dated 22.03.94, addressed to Shri Satish Modi,
- iii) Copy of Shri Satish Modi, lr. dated 28.03.1994. addressed to us. 7..
- iv) Copy of H.P. Construction Pvt. Ltd., lr. dated 31st march, 1994. addressed to Shri Satish Modi.

for H.P. Constructions.,



Director,



H. P. Constructions Private Limited
T-81/12, Kondhampet, HYDERABAD-500 380

[Handwritten signature]

[Handwritten signature]

In the Court of the III Senior Civil Judge
C. C. C. SECUNDERABAD.
Produced *of 328/94*
Admitted *M. S. R.*
Marked as Ex. *12*
III Senior Civil Judge

GURUDEV SIDDHA PEETH

(Secunderabad Construction)



1-10-72/2/3, Begumpet Road,
HYDERABAD - 16.

Date: 1-9-1994.

To:-

M/s.H.P.Constructions Private Ltd.,
1-4-879/72/A, Gandhinagar,
HYDERABAD-500 380.

Ex A13

Sirs,

Please refer to your letter dated 16-8-1994, with reference to the Agreement of Sale of Premises bearing No.187/3 and 4/3, situated at Karbala Maidan, Ranigunj, Secunderabad. In reply thereto, we have to ~~and~~ re-state as follows:-

Your letter is an obvious attempt on your part to wriggle out from your obligations under the agreement of sale. All the adverse allegations contained in your letter, are hereby denied as false and baseless. The present attempt on your part to raise several issues which are non-existence, clearly establishes the fact that you are not in a position to fulfill the terms of the contract.

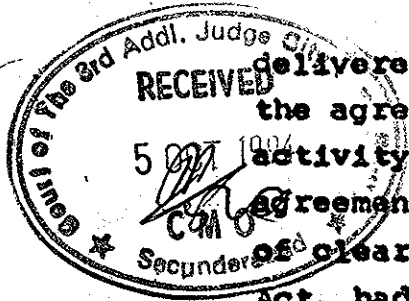
Your letter makes no reference to the correspondence emanating from our side. In our previous letters, we have amply clarified our position in the matter. We reiterate what has been stated by us in our earlier letters.

It is absolutely incorrect to allege that there was any delay in giving free or vacant possession of the property in pursuance of the agreement. In fact, we had

p.t.o.....2.

*Revised copy
1-9-94*

By



delivered possession of the property on the date of the agreement to enable you to carryout the developmental activity. This has been acknowledged by you in the agreement and also by a separate letter. The obtaining of clearance under the Urban Land (Ceiling and Regulation) Act, had nothing to do with your developmental activity. The said clearance and the necessary certificate under the Income-tax Act, were to be obtained before the finalisation of sale in your favour. We have obtained the clearance under the Urban Land (Ceiling & Regulation) Act, through the agency suggested by you. It is absolutely false to allege that the development of the property had to be deferred due to any delay on our part, as alleged. It is clear that you are unable to adhere to the terms either due to financial constrains or due to other reasons best known to you.

While it is true that you have approached us for a fresh negotiation, it is not due to the alleged non-fulfilment of the terms on our part, but due to the laches committed by you. Inspite of our being prepared to negotiate the re-scheduling of the payments due by you under the agreement, you have not shown any clear indication to come to terms. It is therefore, false to allege that we have backed out from any terms and conditions alleged to have been agreed upon verbally. In view of the fact that the property is owned by a Charitable Trust, we have always been anxious to complete the transaction for mutual benefit. The alleged blocking of funds was entirely due to the failure on your part to mobilise resources for the completion of the Project. You have been unable to obtain Municipal sanction for the

Contd.....3.

GURUDEV SIDDHA PEETH

(Secunderabad Construction)

1-10-72/2/3, Begumpet Road,
HYDERABAD - 16.

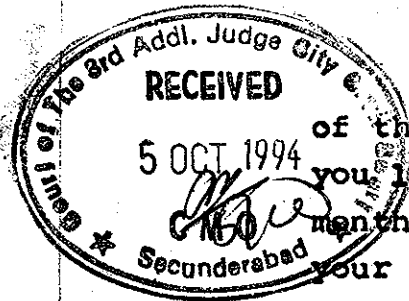
-: 3 :-

plan submitted by/ you and that is the main reason for the delay in completion. Eventhough it is nearly 20 months since the agreement was finalised, you have done precious little by ~~many~~ way of developing the property, except for making excavation that too without necessary permission.

Though, it is not necessary for us to answer the allegations in para-8 of your letter, we are doing to lest it should be construed that there is any implied admission on our part.

It is absolutely false to say that we did not deliver possession of the property in a complete or fit manner for ~~my~~ undertaking development even now. It is false to say that we delivered the site by removing the existing structures only by the end of April, 1993. The possession was delivered on the very same day of the agreement and the structures were removed by us expeditiously. The allegation that the under ground lines and Manholes from the neighbouring building are any way effecting your developing work, is false. The allegation that water accumulated at the site after the rains, is again false. The situation of the land was known to you at the time of entering the agreement. In any event, the delay on this count, cannot be attributed to us. The allegation that we have been threatening you with any speculative litigation, is again false. In fact, after finding that you were systematically delaying the completion

[Signature]
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of the Project, that we were constrained to address you letters after patiently waiting for more than 14 months. You have not undertaken any activities due to your incapacities and you are now trying to shift the blame on us, falsely and with ulterior motives. It may be stated here that you have taken-up the excavation without a sanctioned plan and in the process, encroached into the plot belonging to the neighbour on the southern side. In so far as the common passage is concerned, you are well aware that there is already an existing passage of 20 ft., width and no objection has been received from the neighbour. In any event, the fulfilment of Clause No. 4 is not a condition precedent for your developmental activity or the carrying out the terms of the agreement by you. You are raising this ~~Big~~ Bogy for the first time in order to escape your obligations under the agreement.

With regard to the allegations in para-9 of your letter, the proposed conditions are absolutely unacceptable to us. There were no discussions on the lines proposed by you and we cannot agree to any of these terms. In fact, the negotiations were confined only for re-scheduling the payment of amounts due by you. The very fact that you are raising issues not forming part of the original agreement indicates that you have committed breach of the terms thereof. In so far as the alleged removal of Electricity Meter, there was no term with regard to the same in the original agreement. As the Builder interested in developing the property, it is entirely upto you to obtain a fresh Meter. With regard to the Municipal taxes, our liability to pay the same,

Contd.....5.

A handwritten signature in ink, appearing to be "Ary".

Off : 847510
Phones. : 845180
Res : 811428

GURUDEV SIDDHA PEETH

(Secunderabad Construction)

1-10-72/2/3, Begumpet Road,
HYDERABAD -16.

-: 5 :-

exists upto the date of sale in your favour. The previous tenant has paid the taxes upto 31-3-1992. Thereafter, the Corporation has not issued any demand notice. Even this is no hindrance to your developmental activity. As you have failed to perform your part of the original contract, it stood cancelled by virtue of terms thereof.

You are hereby called upon to re-deliver possession of the property to us immediately, failing which, we will be constrained to take necessary action against you through a Court of Law, holding you liable for all costs and consequences thereof.

Yours faithfully,
for GURUDEV SIDDHA PEETH.

Satish Modi
(SATISH MODI)




Handwritten initials 'C.M.C.' and a signature inside a circle.

Handwritten initials 'C.M.C.' and a signature inside a circle.

in the Court of the III Senior Civil Judge
C. C. C. SECUNDERABAD.

Case No. 328/94
Produced by M
Admitted on 26/9/01
Marked as ALB


III Senior Civil Judge

REGD. POST WITH ACK DUE

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380.

Ex A14

Dt: 26th Sept.1994

To

- 1. ✓ Sri Satish Modi,
H.No. 1-10-72/2/3, Begumpet,
Hyderabad - 500 016.
- 2. M/s. Gurudev Siddha Peeth,
No.1, Gammshpuri, Taluk Bhiwandi,
Dt. Thane, Maharashtra.
Pin: 401 206.

Sir(s)

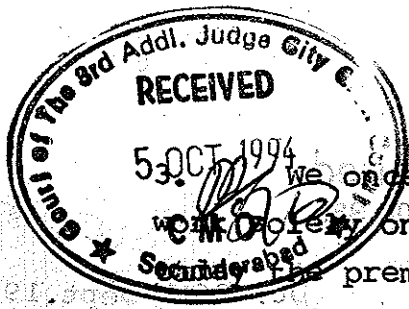
Sub: Agreement of sale - Premises No.187/3 and
4/8 Karbala Maidan, Secunderabad.

- Ref: 1. Your Lr. dated 28.3.1994 & the discussions.
- 2. Our Lrs. dt. 31.3.1994 and 16.8.1994.
- 3. Your reply dated 1.9.1994.

1. Please refer to your letter dt. 1.9.94. We reiterate what all we said in the letter dt. 16.8.94.

2. As a matter of fact till date complete and effective vacant possession of the property is not handed over to us. Your contention that the possession was delivered on the date of the agreement is not correct and hence denied. In fact you obtained a letter from M/s. Indian Iron and Steel Corporation, at that time wherein you assured to shift from the premises by the end of December, 1992. However you did not shift. Only token possession was taken on 18.12.1992 and the same was entered in the agreement as that day happened to be an auspicious day. Infact, complete vacant possession is not given till date. It was stated in our letter dt. 16.8.94 that unless the entire land is delivered to us after removing all the hurdles we cannot undertake the developmental activity. It is also clear that you have not removed the underground drainage lines and man-holes of the Soham building running through this land, till date.

Contd..2..



We once again state that we could not complete the work on account of delays/latches on your part. Even the premises is water-logged and you were to give MCH tax receipts and land tax receipts upto date to enable us to apply for sanction plan you have not given us to date. As such we are unable to undertake any further development activity. You are very well aware of this fact.

4. In reply to the contention made by you in un-numbered paragraphs 2 at page 2 of your letter dated 1.9.94, we reiterate that we have been always ready and willing to negotiate and settle the matter amicably including re-scheduling of the terms and conditions of the payments as per prevailing conditions. We are prepared for discussions of the same even today. Your further contention that you are anxious to complete the transaction, for mutual benefit is devoid of truth. We have no difficulty to mobilise the resources and develop the property for sale. The hindrances and delay on your part have prevented us to obtain the municipal sanction and commence the construction and to put to sale the property to prospective buyers; even though we have several enquiries, in view of your non-co-operation, we are not in a position to commit to the prospective buyers.

5. The further allegations levelled against us is not correct. We have done substantial work as brought out in our letter dated 16.8.1994, where within the frame work and rules. When we are not in a position to apply for sanction due to your non-co.operation, how can we start illegal construction. The further works could not be undertaken for the reasons enumerated in our various letters and also the preceding paras of this letter.

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... ..

H. P. Constructions Private Limited
1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

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6. Further inspite of having knowledge of the state of affairs at the site, you have failed to bring to our notice deliberately.

7. In any case there is no question of cancellation of the contract in as much as there are no latches, breaches or violations on the terms and conditions of the Agreement on our part.

Admittedly, you have not paid taxes from 1.4.1992 to date you will note that our agreement itself was entered into on 18.12.1992 and we have no obligation to pay taxes either under the terms of Agreement or under the common law till you register the property or till actual physical possession is available to us (without any hurdles).

8. In the circumstances there is no question of re-delivery of possession of property to you. We have invested huge amount in the development and made substantial payments to you and did work to the extent possible including purchase and collection of cement, huge advances were paid to suppliers and labour contractors and in view of agreement of ours, and our willingness, to go ahead with construction and complete the project, we are calling upon to you comply with the minimum requirements as in para 9 below.

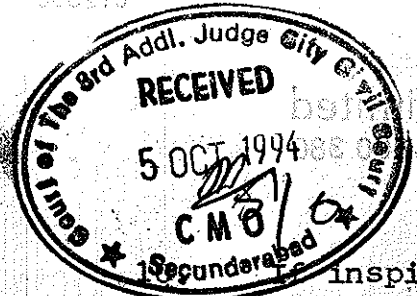
9. You are therefore once again called upon to comply with our request as per letter dated 16.8.1994, forthwith to enable to us to develop the property and complete the project.



..4..

SWNO 10, 17 to 23

85 18104



In spite of these clarifications you decide to approach any Court of Law, we shall contest the same at your cost and consequences which you may please note.

Thanking you,

Yours faithfully,
for H.P. CONSTRUCTIONS PRIVATE LIMITED.

[Handwritten signature]

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[Handwritten signature]
(DIRECTOR)

[Large handwritten signature]
PW3
DI-26/9/0

In the Court of the III Senior Civil Judge	
C. C. C. SECUNDERABAD.	
Produced	<i>[Handwritten]</i>
Admitted	<i>[Handwritten]</i>
Marked as	<i>[Handwritten]</i>
III Senior Civil Judge	

You are therefore requested to peruse the attached copy of the contract and to advise us to develop the property and complete the project.