

GULAM ASGHAR HUSSSAIN KHAN,

B.A., LL.B.

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

Cell: 9885168233, 9963922395.

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

Date: 15/11/2012

To :

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

LEGAL NOTICE

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

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

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

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GULAM ASGHAR HUSSAIN KHAN,

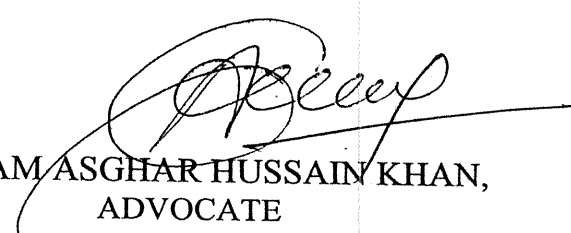
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4. My Client further states that, my client is a statutory tenant in respect of the premises obtained by him and enjoying the same ever since 2002 whereas your trust inducted my client as a tenant for the premises stated supra which has been renewed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

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


GULAM ASGHAR HUSSAIN KHAN,
ADVOCATE