

OPAL
SAISA BEGUM
CHANDRA MOULI
VIKRAM KUMAR
ADVOCATES



Flat No. 10:
Suresh Harivilla Apartment
Road No. 11, West Marredpally
Secunderabad - 500 026
Ph : 040-2771345
Cell : 944178245
984948337

Regd Post Ack.due

November 04, 2016

To

Mrs.Sajda Sultana,
D/o Abdul Razzak
Carrying on business at 3rd floor,
309 & 310-B Methodist Complex
Chirag Ali Lane, Abids
Hyderabad.

Also at 311 & 312, Methodist Complex
Chirag Ali Lane, Abids
Hyderabad.
Hyderabad - 500001.

Also at IInd Floor, Methodist Complex
Chirag Ali Lane, Abids
Hyderabad.
Hyderabad - 500001.

Under instructions from our clients M/s. Modi Builders Methodist Complex, a partnership firm represented by its Partners Sri Soham Modi S/o Sri Satish Modi, and Suresh Bajaj, we hereby issue the following notice.

- 1) Our client states that it is the sole tenant of the building known as "Methodist Complex", bearing M.No.5-9-189/190, situated at Chirag Ali Lane, Abids, Hyderabad with right to sub lease the portions of the above said premises. You have approached our client and requested to let out the 3rd floor portion of the said premises admeasuring 2,470 Sft., and after negotiations you have entered into a lease agreement on 26th day of March,2016. As per the terms of the lease agreement you have to pay the monthly rent of Rs.12000/- exclusive of electricity consumption charges and subject to the clause pertaining to the enhancement i.e., @ 15% at the end of every THREE years on the then existing rent. You are carrying on business under the name and style of "PROTOS" as proprietor of the same.

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2) The lease is for a period of 3 years commencing from 1st April 2016. On the same day, you have also entered an Agreement of General Amenities where under you have also agreed to pay a sum of Rs.12,000/- towards charges for general amenities and agree to enhance the charges for amenities @ 15% at the end of every Three year. Thus, you have to pay an aggregate sum of Rs.24,000/- from 1st April 2016 towards rents and charges for the amenities provided by our client. As per the terms of the said Lease Agreement and Agreement and General Amenities the present rent and charges for amenities is Rs.24,000/- per month and further sum of Rs.3,600/- pm towards Service Tax @ 15%. 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 are 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.

3) You are very irregular in payment of rents and you are due and payable a sum of Rs.96,000/- towards rent and general amenities as on 1st November, 2016 and a further sum of Rs.25,200/- towards service tax aggregating to a sum of Rs.1,21,200/- (Rupees One Lakh twenty one thousand and two hundred only). You have not paid Service Tax right from the inception of the tenancy. 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.1,21,200/- (Rupees One Lakh twenty one thousand and two hundred 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.40,000/- per month towards mesne profits and damages holding over the premises illegally, our client will take all such steps which are available to it 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