

BEFORE DISTRICT CONSUMER FORUM-II, AT HYDERABAD
(UNDER CONSUMER PROTECTION ACT, 1986)
(9th Floor of Chandravihar, M.J.Road, Hyderabad -500 001)

CONSUMER CASE No.557/2015

BETWEEN:

Salem Padmanabam Srinivas Prasad

... Complainant

AND

1.M/s. Modi Properties and Investments Pvt.Ltd.,
Sister Concern of "Nilgiri Estates"
Rep.by its Managing Director,
Off: 5-4-187/ 3 & 4, II Floor, M.G.Road,
Secunderabad -500 003.

2.M/s. Paramount Avenue,
Sister Concern of M/s. Modi Properties
And Investments Pvt.Ltd.,
Rep.by its Managing Director,
Off: 5-4-187/3 & 4, II Floor, M.G.Road,
Secunderabad.

...Opposite parties

Whereas the Complainant above mentioned has been filed the above said complaint against you a copy of which is herewith referred to you.

Now therefore take notice that you may file your version of the case, duly signed and enter appearance in person or through agent/advocate within thirty days from the date of receipt of this notice along with all copies of the documents, which you want to rely upon in support of your version and also affidavit of evidence if any and a copy of the same may be served on the Complainant.

Case is posted for hearing on **10-12-2015** at 10.30 AM that in default of your appearance the matter will be heard and decided in your absence basing on the material available on record.

Given under my hand and seal of the Forum dated this date of 07-11-2015.

(By Order)

Ramji 21/11/2015
SHERISTADAR

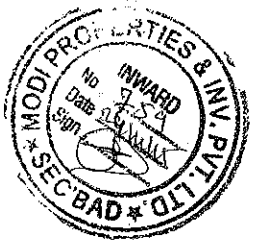
District Consumer Forum-II, Hyderabad

To

Opposite Parties

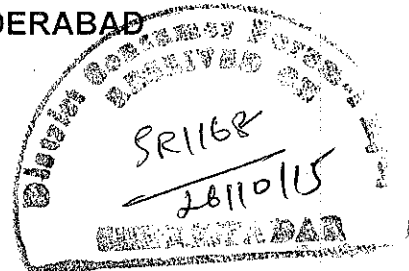
Prisno: 862
21/11/15

SHERISTADAR,
District Consumer Forum-II



BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES
REDRESSAL FORUM , NAMPALLY:: AT :: HYDERABAD

C. C. No. of 2015



Between :

S.P.S. Prasad { Salem Padmanabham Srinivas Prasad }
S/o. Late Sri Padmanabham
Aged about 49 years,
Occ : Employee,
R/o. Flat F-2, Sai Enclave,
Besides Krupa Complex,
Safilguda, Hyderabad. ... Complainant

AND

1. M/s. Modi Properties and Investments Pvt. Ltd.
Sister Concern of "Nilgiri Estates",
Rep by its Managing Director
Off : 5-4-187/3 & 4, II floor, M.G. Road,
Secunderabad – 500 003.
2. M/s. Paramount Avnue,
Sister Concern of M/s. Modi Properties
and Investments Pvt. Ltd.
Rep by its Managing Director
Off : 5-4-187/3 & 4, II floor, M.G. Road,
Secunderabad – 500 003. ... Opposite Parties

COMPLAINT FILED U/SEC. 12
OF CONSUMER PROTECTION ACT, 1986

I. DESCRIPTION OF THE PARTIES :

Address for the services of Notices, Process etc., on the above named Complainant is that of his Counsel **M/s. K. B. RAMANNA DORA, Smt. P. SRI RAJESWARI, M. SAPTHAGIRI** Advocates, Flat No. 406, Windsor Plaza, Shanker Mutt Road, Nallakunta, Hyderabad.

The Addresses for the service of Notices, Process etc., on the above named Opposite Parties are as shown in the above Cause Title.

S.P.S. Prasad

II. FACTS OF THE CASE :

1. The Complainant submits that the opposite parties under the name and style of "Nilgiri Estates" and "Paramount Avenue" are both the sister concerns of the Modi Properties and Investments Pvt. Ltd. The complainant booked a plot/Villa No.8 in the venture "Nilgiri Estates" at Survey No. 75,77, 78 79 & 96, 100/2, Rampally, Keesara Mandal, Ranga Reddy District vide booking No. 1052 dated 30.03.2015 and issued a cheque for Rs.25,000/- dated 03.04.2015 having impressed by opposite party words and brochures.
2. The Complainant further states that impressed upon the brochure of the opposite party ventures, since already booked Flat of another venture of Opposite party No.2 Paramount Avenue, Nagaram and paid a sum of Rs.2,00,000/- and started pursuing for housing loan from a Nationalized bank and expressed his intention to book a Villa at opposite party "Nilgiri Estates" Venture.
3. The Complainant further submits that since it was difficult to obtain loan for the said Villa, the complainant informed the opposite party No.1 employee more particularly, Sri Krishna Prasad, not to present the cheque and expressed his intention not to book in the said venture. However, the opposite party without the knowledge and consent of the complainant presented the said cheque and allowed the complainant to have stigma of dishonor entry in his pass book and affect his financial credibility in the public and financial institutions in particular.
4. The Complainant further submits that he has issued a cheque for Rs.25,000/- had informed the opposite party staff by giving clear instructions for not presenting the same for its honor. But, the opposite party without the instructions and consent of the complainant had presented the cheque in



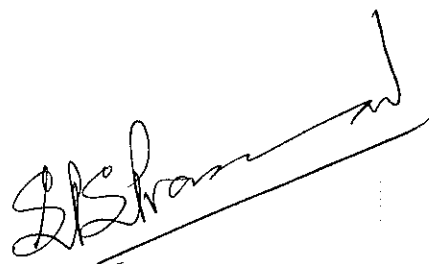
Sri Krishna Prasad

advance. However, the said cheque was dishonored and the same was affected the complainant's tract record of his bank transactions.

5. The Complainant submits that though he entered into tripartite agreement on 05.08.2015 for the pursuing of housing loan, but, due to dishonor of his specific instructions by the opposite parties in presenting the cheque which affected his banking track record had ultimately vexed the indifferent attitude have requested for cancellation of the said booking in the opposite parties ventures and demanded to refund his amount by his letter dated 14.08.2015. The opposite parties in spite of his repeated requests, the opposite parties did heed to demand made by the complainant. The Complainant also intended and informed about the cancellation of Flat No.405 at Paramount Avenue, Nagaram, Hyderabad due to inactions of the opposite parties No. 1 and 2.

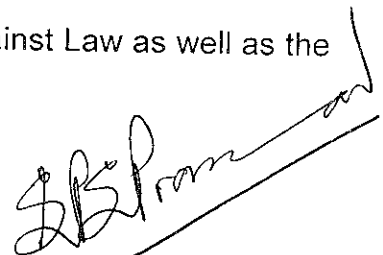
6. The complainant further submits that he had suffered a lot due to the opposite party in actions which are deliberate, mischievous and also amounts to deficiency of service being adopted to cause loss to the complainant has also got issued the legal notice for refund of his amounts along with claiming for damages.

7. The complainant with a fond hope of having his own plot/villa and also flat at the opposite party ventures have contributed his hard earnings with the opposite parties and vexed with its indifferent attitude had informed about the cancellation of the said booking and demanded for refund of the amounts. It is pertinent mention that the opposite party totally deceived the complainant with false promises, as its in actions are deliberate, mischievous, amounts to deficiency of service and un-fair trade practice being adopted by it to cause loss to the complainant.



D. Sham

8. The Complainant has contributed his hard earnings with the opposite party and waited for a reasonable period and also got issued the legal notice 11.09.2015, the said notices were received by the opposite parties and was also replied separately on false and baseless allegation though the opposite parties totally admitted the said transactions but, unwilling to refund the amounts collected from the complainant.
9. It is further respectfully submitted that, the action on the part of the Opposite Parties is a clear case of deficiency of service and unfair trade practice for its illegal enrichment, for not returning the amount of Rs.2,00,000/- paid by the complainant.
10. It is further respectfully submitted that, due to adamant attitude of the opposite parties, the Complainant has not only suffered financially, but also mentally, which the Opposite parties has to compensate the same to the complainant to the tune of Rs.5,00,000/- apart from refunding amount of Rs.2,00,000/- paid by the complainant along with interest @ 24% p.a. from the date of payment till realization on Rs.2,00,000/- along with costs of Rs.10,000/-.
11. The Complainant further respectfully submits that even after receipt of the Legal Notice dated 11.09.2015 by the Opposite Parties, the Opposite Parties though replied on vague grounds and typical contentions but, did not bother to pay the claim amount. If the actions of the Opposite Parties are continued, the Complainant would definitely sustain irreparable loss and hardships. Therefore, the complainant under no option, except to approach this Hon'ble Forum for the reliefs prayed herein.
12. The Complainant further respectfully submitted that, the actions of the Opposite Party are unwarranted, illegal, unethical and against Law as well as the



Principles of Natural Justice. All the actions of the Opposite Party constitute deficiency of service and un-fair trade practice therefore they are liable to pay the Compensation and also damages of Rs.5.00 lacs to the Complainant, apart from refund amount of Rs.2,00,000/- paid by the complainant along with interest @ 24% p.a.

III. CAUSE OF ACTION :

Cause of Action arose on all dates of amounts received and entered into the pass book lastly on 30.03.2015; when the complainant addressed a letter dated 14.08.2015 to the opposite party ; on all dates and the complainant issued the legal notice dated 11.09.2015; Reply notices dated 23.09.2015 of Opposite Parties and there by failed to refund the claim amount along with interest for the amounts mentioned as supra in spite of several reminders, and other subsequent dates at Hyderabad are within the Jurisdiction of this Hon'ble Forum.

III. JURISDICTION :

The Complainant is residing at Safilguda, Hyderabad and the Office of the Opposite parties for its business purpose is situated at M.G. Road, Secunderabad are within the Jurisdiction of this Hon'ble Forum. Hence, the Complaint is maintainable under Law.

PRAYER :

Therefore, it is humbly prayed that this Hon'ble Court may be pleased to direct the Opposite Party :

- 1) To refund the balance amount of Rs.2,00,000/- paid by the complainant along with interest @ 24% p.a. from the date of payment till realization on Rs.2,00,000/-, o/p p. Party No.2.

[Handwritten Signature]

2) To pay the amount of Rs.5,00,000/- damages for the mental agony ^{R2}
sustained by the complainant due to the acts of the Opposite Party, v. 1 & 2

3) To pay Costs of Rs.10,000/- and

4) Pass such other Relief or Reliefs in favour of the Complainant, which
the Hon'ble Forum deems fit and proper under the circumstances of
the case.


COMPLAINANT.

COUNSEL FOR THE COMPLAINANT

VERIFICATION

I, S.P.S. Prasad S/o. Late Sri Padmanabham Aged about 49 years, Occ :
Employee, R/o. Flat F-2, Sai Enclave, Besides Krupa Complex, Safilguda,
Hyderabad do hereby state on oath that the above mentioned contents are true
and correct to the best of my knowledge and belief. Hence, verified on this 25th
th Day of October, 2015, at Hyderabad.

Place : Hyderabad.

Dated: 26. 10.2015


COMPLAINANT

LIST OF DOCUMENTS :

1. Copy of Cheque dated 03.04.2015
2. Copy of Return Memo dated 02.04.2015
3. Cancellation Notice dated 30.07.2015
4. Letter of the Complainant Dated 14.08.2015
5. Agreement of Sale dated 27.01.2015
6. Tripartite Agreement dated 05.08.2015
7. Legal Notice dated 11.09.2015 along with acknowledgment
8. Reply Notices dated 23.09.2015

Place : Hyderabad

Date : 26/10/2015


COMPLAINANT

SPARE COPY

BEFORE THE HON'BLE' DISTRICT
CONSUMER DISPUTES REDRESSAL
FORUM , HYDERABAD:: AT :
HYDERABAD

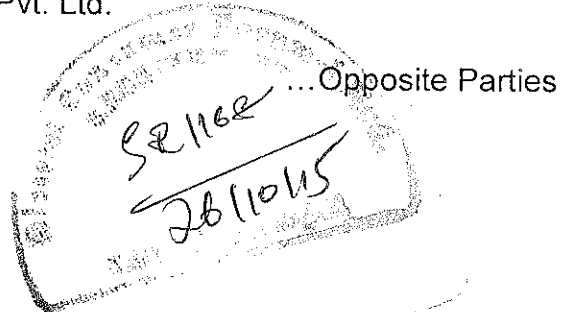
C.C.No 557 OF 2015

Between :

S.P.S. Prasad ... Complainant

AND

M/s. Modi Properties & Investments
Pvt. Ltd.



COMPLAINT FILED U/SEC. 12
OF CONSUMER
PROTECTION ACT, 1986

Filed on : 26.10.2015

Filed by : Counsel for the
Complainant

M/s. K.B. Ramanna Dora
Smt. P. Sri Rajeswari
M. Sapthagiri Advocates
Flat No. 406, Windsor Plaza,
Shankermutt Road, Nallakunta ,
Hyderabad. Ph. 9849556331

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(By Order)

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21/11/2015
SHERISTADAR

District Consumer Forum-II, Hyderabad

To

Opposite Parties

~~SHERISTADAR,
Dist. Forum, Hyderabad~~

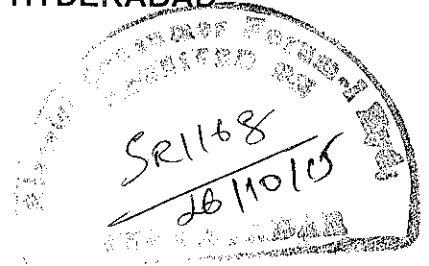
Dis no: 862

21/11/15



BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES
REDRESSAL FORUM , NAMPALLY:: AT :: HYDERABAD

C. C. No. of 2015



Between :

S.P.S. Prasad [Salem Padmanabham Sridhar Prasad]
S/o. Late Sri Padmanabham
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R/o. Flat F-2, Sai Enclave,
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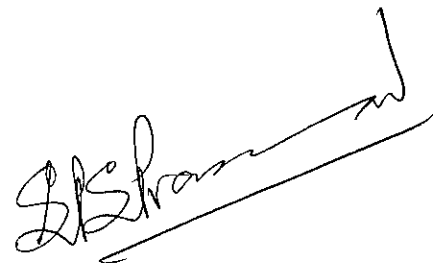
Sri Krishna Prasad

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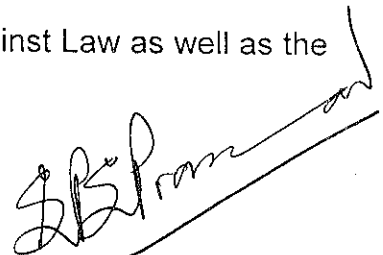
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PRAYER :

Therefore, it is humbly prayed that this Hon'ble Court may be pleased to direct the Opposite Party :

- 1) To refund the balance amount of Rs.2,00,000/- paid by the complainant along with interest @ 24% p.a. from the date of payment till realization on Rs.2,00,000/- by opp. party No.2

[Handwritten Signature]

- 2) To pay the amount of Rs.5,00,000/- damages for the mental agony sustained by the complainant due to the acts of the Opposite Party, *1/22*
- 3) To pay Costs of Rs.10,000/- and
- 4) Pass such other Relief or Reliefs in favour of the Complainant, which the Hon'ble Forum deems fit and proper under the circumstances of the case.

S.P.S. Prasad
COMPLAINANT.

COUNSEL FOR THE COMPLAINANT

VERIFICATION

I, S.P.S. Prasad S/o. Late Sri Padmanabham Aged about 49 years, Occ : Employee, R/o. Flat F-2, Sai Enclave, Besides Krupa Complex, Safilguda, Hyderabad do hereby state on oath that the above mentioned contents are true and correct to the best of my knowledge and belief. Hence, verified on this 25th th Day of October, 2015, at Hyderabad.

Place : Hyderabad.

Dated: 26. 10.2015

S.P.S. Prasad
COMPLAINANT

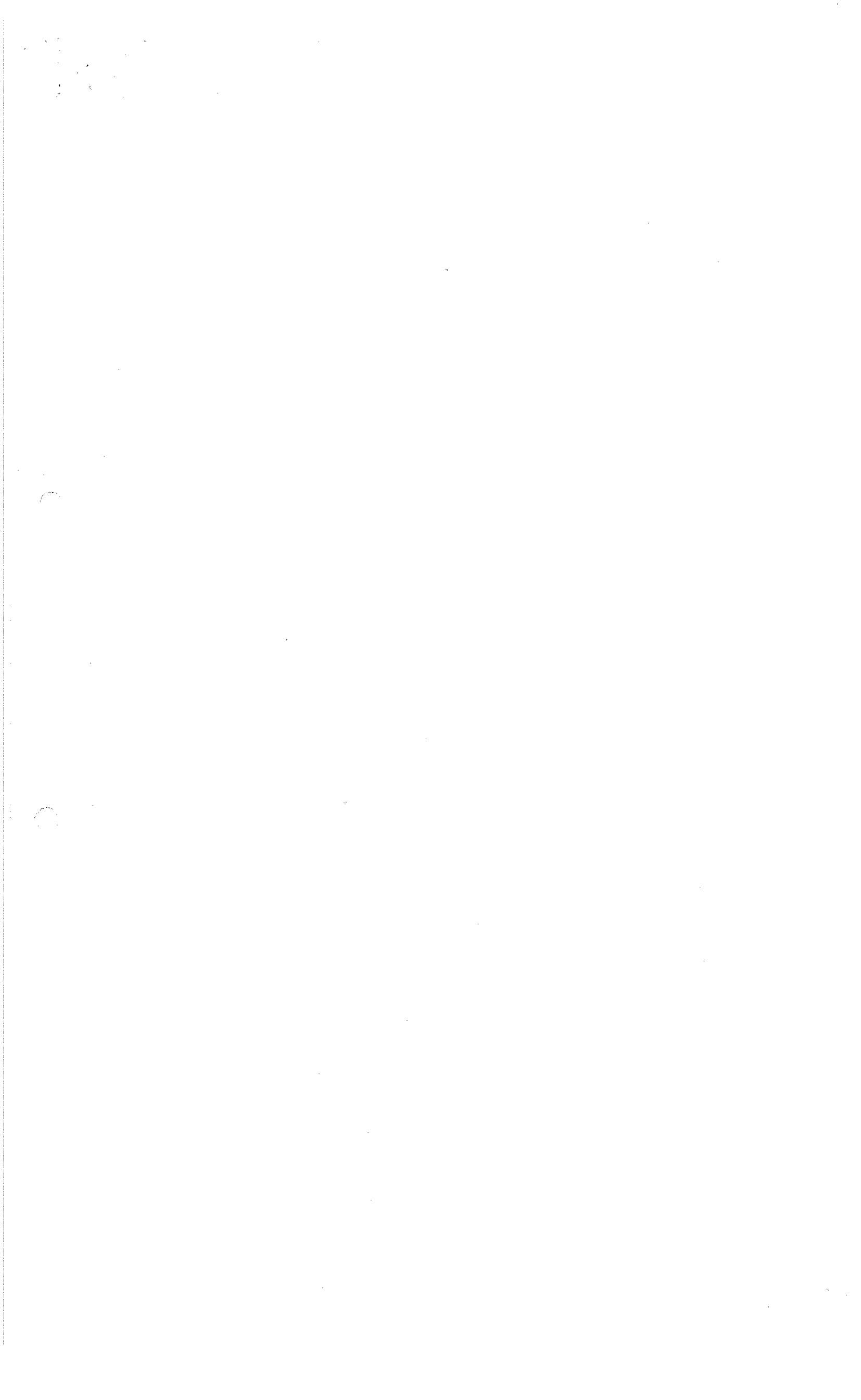
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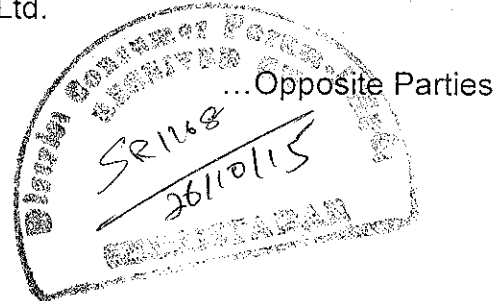
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Smt. P. Sri Rajeswari
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Flat No. 406, Windsor Plaza,
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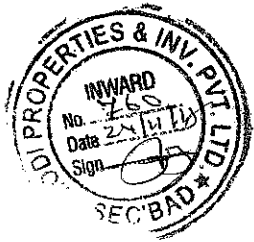
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Opposite Parties

SHERISTADAR,
21, Nizam, Hyderabad

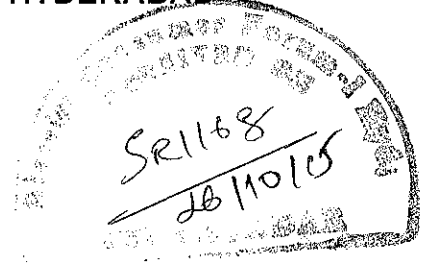
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... Opposite Parties

COMPLAINT FILED U/SEC. 12
OF CONSUMER PROTECTION ACT, 1986

I. DESCRIPTION OF THE PARTIES :

Address for the services of Notices, Process etc., on the above named Complainant is that of his Counsel **M/s. K. B. RAMANNA DORA, Smt. P. SRI RAJESWARI, M. SAPTHAGIRI Advocates**, Flat No. 406, Windsor Plaza, Shanker Mutt Road, Nallakunta, Hyderabad.

The Addresses for the service of Notices, Process etc., on the above named Opposite Parties are as shown in the above Cause Title.

II. FACTS OF THE CASE :

1. The Complainant submits that the opposite parties under the name and style of "Nilgiri Estates" and "Paramount Avenue" are both the sister concerns of the Modi Properties and Investments Pvt. Ltd. The complainant booked a plot/Villa No.8 in the venture "Nilgiri Estates" at Survey No. 75,77, 78 79 & 96, 100/2, Rampally, Keesara Mandal, Ranga Reddy District vide booking No. 1052 dated 30.03.2015 and issued a cheque for Rs.25,000/- dated 03.04.2015 having impressed by opposite party words and brochures.
2. The Complainant further states that impressed upon the brochure of the opposite party ventures, since already booked Flat of another venture of Opposite party No.2 Paramount Avenue, Nagaram and paid a sum of Rs.2,00,000/- and started pursuing for housing loan from a Nationalized bank and expressed his intention to book a Villa at opposite party "Nilgiri Estates" Venture.
3. The Complainant further submits that since it was difficult to obtain loan for the said Villa, the complainant informed the opposite party No.1 employee more particularly, Sri Krishna Prasad, not to present the cheque and expressed his intention not to book in the said venture. However, the opposite party without the knowledge and consent of the complainant presented the said cheque and allowed the complainant to have stigma of dishonor entry in his pass book and affect his financial credibility in the public and financial institutions in particular.
4. The Complainant further submits that he has issued a cheque for Rs.25,000/- had informed the opposite party staff by giving clear instructions for not presenting the same for its honor. But, the opposite party without the instructions and consent of the complainant had presented the cheque in

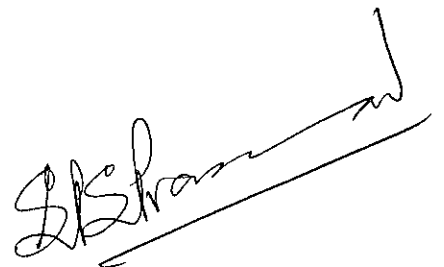


advance. However, the said cheque was dishonored and the same was affected the complainant's tract record of his bank transactions.

5. The Complainant submits that though he entered into tripartite agreement on 05.08.2015 for the pursuing of housing loan, but, due to dishonor of his specific instructions by the opposite parties in presenting the cheque which affected his banking track record had ultimately vexed the indifferent attitude have requested for cancellation of the said booking in the opposite parties ventures and demanded to refund his amount by his letter dated 14.08.2015. The opposite parties in spite of his repeated requests, the opposite parties did heed to demand made by the complainant. The Complainant also intended and informed about the cancellation of Flat No.405 at Paramount Avenue, Nagaram, Hyderabad due to inactions of the opposite parties No. 1 and 2.

6. The complainant further submits that he had suffered a lot due to the opposite party in actions which are deliberate, mischievous and also amounts to deficiency of service being adopted to cause loss to the complainant has also got issued the legal notice for refund of his amounts along with claiming for damages.

7. The complainant with a fond hope of having his own plot/villa and also flat at the opposite party ventures have contributed his hard earnings with the opposite parties and vexed with its indifferent attitude had informed about the cancellation of the said booking and demanded for refund of the amounts. It is pertinent mention that the opposite party totally deceived the complainant with false promises, as its in actions are deliberate, mischievous, amounts to deficiency of service and un-fair trade practice being adopted by it to cause loss to the complainant.



2) To pay the amount of Rs.5,00,000/- damages for the mental agony sustained by the complainant due to the acts of the Opposite Party *pl. 1/22*

3) To pay Costs of Rs.10,000/- and

4) Pass such other Relief or Reliefs in favour of the Complainant, which the Hon'ble Forum deems fit and proper under the circumstances of the case.

S.P.S. Prasad
COMPLAINANT.

COUNSEL FOR THE COMPLAINANT

VERIFICATION

I, S.P.S. Prasad S/o. Late Sri Padmanabham Aged about 49 years, Occ : Employee, R/o. Flat F-2, Sai Enclave, Besides Krupa Complex, Safilguda, Hyderabad do hereby state on oath that the above mentioned contents are true and correct to the best of my knowledge and belief. Hence, verified on this 25th Day of October, 2015, at Hyderabad.

Place : Hyderabad.

Dated: 26. 10.2015

S.P.S. Prasad
COMPLAINANT

LIST OF DOCUMENTS :

1. Copy of Cheque dated 03.04.2015
2. Copy of Return Memo dated 02.04.2015
3. Cancellation Notice dated 30.07.2015
4. Letter of the Complainant Dated 14.08.2015
5. Agreement of Sale dated 27.01.2015
6. Tripartite Agreement dated 05.08.2015
7. Legal Notice dated 11.09.2015 along with acknowledgment
8. Reply Notices dated 23.09.2015

Place : Hyderabad

Date : 26/10/2015

S.P.S. Prasad
COMPLAINANT

TK

BEFORE THE HON'BLE' DISTRICT
CONSUMER DISPUTES REDRESSAL
FORUM , HYDERABAD:: AT :
HYDERABAD

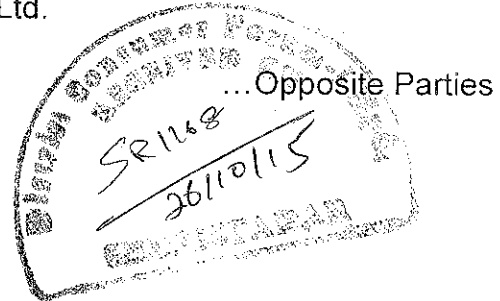
C.C.No 557 OF 2015

Between :

S.P.S. Prasad ... Complainant

AND

M/s. Modi Properties & Investments
Pvt. Ltd.



COMPLAINT FILED U/SEC. 12
OF CONSUMER
PROTECTION ACT, 1986

Filed on : 26.10.2015

Filed by : Counsel for the
Complainant

M/s. K.B. Ramanna Dora
Smt. P. Sri Rajeswari
M. Sapthagiri Advocates
Flat No. 406, Windsor Plaza,
Shankermutt Road, Nallakunta ,
Hyderabad. Ph. 9849556331

आर. पी. 54
R.P.

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

रजिस्ट्री-पत्र/पार्सल प्राप्त हुआ

Received Registered Letter / Parcel /

क्रमांक / No.	तारीख / Dated	कत. / of
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बीमा का मूल्य रुपये में
Insured for Rupees

पाने वाले
Addressed to Ramanna Jeyaraj
Nallakunta को / on

अनावश्यक को काट दिया जाए
Strike out if not relevant



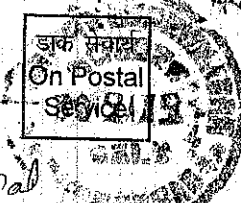
वितरण डाकघर की तारीख - मोहर
Date Stamp of office of delivery

हस्ताक्षर और नाम/Signature and Name

[Signature]

प्रेषक डाकघर का नाम - मोहर
Name - Stamp of office of posting

सेवा में
To



C. Balagopal
Advocate
Flat no. 103, Sreeni Harivallu apt
W. Harnalpet, Rd no. 11,
Sacundrab.

पिन / PIN

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C.BALAGOPAL
Smt. Ameerunnisa Begum
K. Vijaya Saradhi
C. V. Chandramouli
Advocates

Flat No.103, Suresh
Harivillu Apts, Road No.11,
West Marredpally,
Secunderabad – 500 026.
Ph: 64570512/9246172988

olk

Regd. Post (Ack.Due)

Date: 23.09.2015.

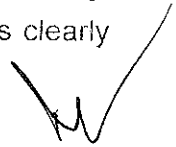
REPLY NOTICE

To
Ramanna Dora,
Advocate
406,,H.No.1-8-702/35/406,
Windsor Plaza, Shankermutt Road
Nallakunta, Hyderabad-500 044

This has reference to your notice dated 11.9.2015 addressed to our client M/s.Modi Properties and Investments Pvt. Ltd., on behalf of your client Mr SPS Prasad. The same has been placed in our hands with instructions to reply as under.

At the outset it is clarified that M/s. Modi Properties and Investments Pvt. Ltd., is only a holding company and it is neither the owner or developer of any of the projects that are referred in your notice. The individual projects developed by our clients are owned and developed by separate firms having different partners and constitution. The accounting procedures are different and unconnected to any other firm of the holding company. The issues raised by you pertains to two separate and independent firms which are unconnected in their operations i.e., Paramount Avenue and Nilgiri Estates. The issues pertaining to the individual firms have to be separately addressed to the respective firms. We are addressing two separate reply notices to you on behalf of the individual firms.

Your client has booked Plot No.8, in the project developed at Rampally Village, Keesara Mandal by Nilgiri Estates on 30.3.2015. He had paid booking amount of Rs.25,000/-. It is true that our client had presented the cheque on 02.4.2015 and the same was dishonoured by your client's banker. The presentation of cheque before due date was purely by oversight on the part of our client, and was not in anyway intended to bring down the reputation of your client. Our client gives utmost importance to it's client's satisfaction and not create any sort of problems for its clients. Our client had informed to your client regarding the return of the cheque and your client had stated that our client can re-present the same, accordingly as per the instructions of your client, our client had re-presented the cheque and the same was honoured by your client. This clearly



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Smt. Ameerunnisa Begum
K. Vijaya Saradhi
C. V. Chandramouli
Advocates


Flat No.103, Suresh
Harivillu Apts, Road No.11,
West Marredpally,
Secunderabad – 500 026.
Ph: 64570512/9246172988

-2-

shows that your client was very much interested in continuing the deal to purchase the villa from our client's project. It is clear that your client is now raising the question of the cheque deposit for the first time. Our client had received emails from your client on 9/3/15, 6/5/15 and 2/8/15 in which your client never raised the point of the cheque being presented earlier and in fact your client has honoured the cheque and your client having realised that his booking amount would be forfeited for non payment of installment amount as agreed upon, has now come up with this strange excuse of the cheque being presented before date.

The booking form clearly mentions the schedule of the payments to be made by your client starting from 14.4.2015. Your client has failed to make the first instalment of Rs.2,00,000/- due on 14.4.2015 and our client sent a reminder notice on 11.5.2015 and there was no response from your client. Our client waited for almost more than two months till 30.7.2015 and issued a cancellation notice dtd.30.7.2015. The apparent reason for the cancellation is your client's failure to pay the installments, which were due on 14.4.2015 and 14.05.2015 totalling to Rs.5,00,000/- lakhs. As the booking has been cancelled as referred above our client has got the right to allot this villa to any other prospective customer.

Your client seems to have difficulty in arranging funds for the villa and is trying to wriggle out of the situation and avoid the forfeiture of the booking amount. In spite of this reply if your client takes any steps in court of law our client will defend the same holding your client responsible for all the cost and consequences thereof.


(C.BALAGOPAL)
ADVOCATE

आर. पी. 54
R.P.

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

रजिस्ट्री-पत्र पार्सल प्राप्त हुआ

Received Registered Letter / Parcel /

क्रमांक / No. _____ तारीख / Dated _____ का / of _____

बीमा का मूल्य रुपये में _____

Insured for Rupees _____

पाने वाले
Addressee to

Ramana Dhanu
Advocate
Nallakurta

को / on _____

वितरण डाकघर की तारीख - मोहर

Date Stamp of office of delivery

हस्ताक्षर और नाम / Signature and Name

[Signature]

अनावश्यक को काट दिया जाए
Strike out if not relevant

सेवा में
To

डाक सेवार्थ
On Postal
Service

C. Balagopal,
Advocate
Flat No. 103, Suresh Narayana
W. near pull, Rd No. 11,
Serundeesalai

पिन / PIN

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प्रेषक डाकघर का नाम - मोहर
Name - Stamp of office of posting

C.BALAGOPAL
Smt. Ameerunnisa Begum
K. Vijaya Saradhi
C. V. Chandramouli
Advocates

Flat No.103, Suresh
Harivillu Apts, Road No.11,
West Marredpally,
Secunderabad – 500 026.
Ph: 64570512/9246172988

Regd. Post (Ack.Due)

Date: 23.09.2015.

REPLY NOTICE

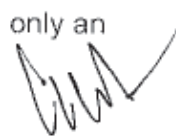
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It is true that your client had booked flat No. 405 in the venture of our client known as Paramount Avenue at Nagaram Village, Keesara Mandal, RR District., and further paid a sum of Rs.2,00,000/- towards the part sale consideration.

It is not true to say that our client had shown any indifferent attitude and the cancellation of the booking of flat No.405 Paramount Avenue, Nagaram is without any basis. The refund of the amount paid by your client is not possible as per the terms and conditions of the Agreement of Sale entered into between your client and our client. The clause no. 4 of the said agreement clearly states the installments to be paid by your client. As per the said agreement the 1st installment was due and payable on 22.1.2015 but your client had paid only an



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-2-

amount of Rs.75,000/- on that date and further an amount of Rs.1,00,000/- on 15.4.2015. As such your client is still due and payable an amount of Rs.25,000/- towards the 1st installment. As per the clause No.12(c) of the Agreement of Sale, if your client has to cancel the booking at this stage he has to pay a cancellation charges equivalent to 15% of the sale consideration i.e., Rs.23,03,000/- which would be equivalent to Rs.3,45,450/- and after deducting Rs.2,00,000/- already paid by your client he would still have to pay an amount of Rs.1,45,450/- to our client.

Your client has clearly admitted that he has been sanctioned housing loan by HDFC Bank for Rs.16,00,000/- which is clear in the TRIPARTITE AGREEMENT dtd. 5.8.2015 between your client, our client and HDFC Bank. This goes to show that your client's credit rating has not at all been effected as claimed by you in your notice.

There is no deficiency of service on part of our client and there is no loss to your client much less Rs.5,00,000/- as claimed by you. In spite of this reply if your client takes any steps in court of law our client will defend the same holding your client responsible for all the cost and consequences thereof.


δ (C.BALAGOPAL)
ADVOCATE