



Laxmikanth T Vukkalkar

M.A., L.L.M Plot No:54, H No: 3-112/6/3,

Pavan T Vukkalkar

M.B.A., L.L.B

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LEGAL NOTICE

Date: 28-08-2017

To,

1. M/s.Modi Builders Methodist complex, Partnership firm,
Office at:5-4-187/3 & 4, M.G. Road, Secunderabad.
2. Sri Soham Modi S/o. Sri Satish Modi
Age:47 Years Occ: Business
R/o. at:5-4-187/3&4 M.G. Road Secunderabad.
3. Sri. Suresh Bajaj S/o. Late Sri. Paramanand Bajaj
Age: 60Years Occ: Business,
R/o. at:5-4-187/3&4 M.G. Road Secunderabad

Sir,

Under the instructions of my client Ms.Sajda Sultana, D/o, Sri Abdul Razak, business at M/s Protos, 3rd floor 309 & 310-B, Methodist Complex, Chirag Ali Lane, Abids Hyderabad, do here by issue this legal notice to you as under follows.

1. My client states that she has entered into lease agreement with above said you on 26.03.2016 along with amenities agreement on a monthly rent of Rs.12,000/- per month (Exclusive of water and electricity consumption charges) and amenities charges is Rs.12,000/- per month payable on or before 7th day of each English calendar month and the tenancy started from 1st of every month and ends with the end of the month and my client paid an amount of Rs.75,000/- (Rupees Seventy five thousand only) towards security deposit and same is refundable at the time of vacating the premises without interest and the tenant shall pay increase rent of 15% existing rent on existing amount for every three years. The lease agreement is terminable by six months' notice and leased out for running a training institute under the name and style of M/s 'Protos' with her registered partnership firm at bearing No: 309, 310-B 3rd floor Methodist complex bearing No:5-9-189/190, Chirag Ali Lane, Abids, Hyderabad, admeasuring area of 2,470 SFT which is unfinished premises i.e., without flooring, electricity work, partition, tiles, as a skeletal form.

2. My client states that after receiving the unfinished premises from you as skeletal form, my client has deposited rent and amenities Rs.24,000/- and deposited Rs.75,000/- towards the security deposit by way of transfer through Axis bank, Somajiguda,

Hyderabad and my client has started renovation of the unfinished premises and invested a sum of Rs.12,00,000/- to Rs. 15,00,000/- for purchase of interior material like fall ceiling, painting colours, Lupum, cement bags and plaster of Paris bags and wooden furniture after purchasing these material my client started renovation work and completed.

3. My client states that in the Month of April 2016, you have started construction work on Terrace of the Building as Fourth floor while doing construction work, you used heavy water for curing the cement pillars and slab, then the terrace slab started leaking due to old construction i.e., the rent premises slab started leakage, due to that interiors of the rent premises got damaged and fallen. My client further states that the same was intimated by my clients Partner Mr.Rahul to you through phone, and you have caused reply through e-mail admitting the same and agreed for repair of damages caused by you.
4. My client states that you have replied my client through email which contains improper conditions, as a result my client and her partner rejected, and my client intimated on phone to you that after compensating the damages, my client will pay the rents. As to that condition, you have agreed and accepted for not paying the rents and assured that for settle the issue very soon,

but you have not settle the issue till today as a result the leakage is still exist, recently due to rain caused damage to the interiors.

5. My client states that after the above said acceptance, you did not paid any compensation in-respect of damaged premises, but you have filed eviction suit.
6. and recovery of arrears suit by breaking your words with all false and baseless allegations for wrongful gain.
7. My client states that she has incurred the following damages caused by you and is as under.

SL NO:	MATERIAL	QTY	RATE	AMOUNT
1	Tiles(2X2)	1860 Sft	72	133920
2	Cement (Putty)			14000
3	CelingChanel	3000 Rft	28	84000
4	Celing Sheet			50400
5	18 mm Plywood Sheet	70	3456	241920
6	12 mm Plywood Sheet	20	2944	58880
7	6 mm Plywood Sheet	10	1900	19000
8	Hardware (Screws, Nails)			6000
9	O/W	100		36000
10	JivanjorGlu	4	6080	24320
11	ColorDecolam	120		150000
12	18 mm Plywood Sheet	40	3456	138240
13	Hardware (Screws, Hinges)			18960
14	Ele Wire 1 sq mm	30	650	19500
15	Ele Wire 2 sq mm	18	820	14760
16	Ele Wire 4 sq mm	18	1360	24480
17	Switches			36800
18	electrical Pipes &etc			32680
19	Paint Material			72860
20	Texture Paint, etc			36480
		Total		1213600

Therefore, I hereby call upon you, on behalf of my client to pay a sum of Rs. 12,13,600/- (Rupees Twelve lakhs thirteen thousand six hundred rupees only) towards damages caused by you, together with interest @ 24 % per annum from the month of April, 2016 within 7 days from the date of receipt of this legal notice, failing which my client shall be constrained to take appropriate legal steps against you for recovery of money holding you responsible for the costs and consequences arose thereon, including this legal notice charges of Rs. 10,000/-

A handwritten signature in blue ink, appearing to be 'A. K. S.', with the date '22/5/12' written below it.

Yours truly

