

CH.LAKSHMI NARAYANA  
ADVOCATE

102, 120, ROAD NO: 3,  
S.R.K.PURAM,  
DILSUKH NAGAR,  
HYDERABAD.  
92900-89567. 94404-76239.

DATE: 23-4-2009.

**BY R.P.A.D.**

To  
Sri C. Bala Gopal, Advocate  
10-2-278, Flat No: 103, Suresh Harivllu Appts.,  
Road No: 11, West Maredpally, Secunderabad- 26.

**REPLY NOTICE.**

Upon instructions from my client Smt. V. Rajeswari w/o Nageswara Rao, Aged 67 years, Occ: Housewife, r/o 303, Pinnacle Pride Apartments, Umanagar 1<sup>st</sup> Street, Begumpet, Hyderabad I am issuing this reply notice in detail as follows: -

1. Your client is a builder and developer and the developed the project under the name and style as " Silver Oak Bungalows " situated at Sy. No 291, Charlapalli, Hyderabad – 500 051.
2. It is true that my client had purchased on 27-10-2006 two bungalows bearing No's: 258 & 259 in Silver Oak venture in an area of 372 & 370 Sq. yards each for construction of 3000 Sq. feet plinth area for a total sale consideration of Rs. 56,50,000/- (Rupees Fifty Six Lakh's Fifty Thousands only) under payment of Quarterly installment scheme i.e., Rs. 1, 13, 00, 000/- (Rupees One Crore Thirteen Lakh's only) excluding VAT, Registration & Stamp duty charges, Service Tax as per the terms and conditions therein, but not for Rs. 1,21, 98, 464/- ( Rupees One Core Twenty One Lakh's Ninety Eighty Thousand's Four Hundreds Sixty Four only) as mentioned in your Legal Notice. It seems that the said notice was issued through you without even placing the offer letter copies as the same is reflecting as Rs. 56, 50, 000/- each. More over as per 1.12 terms and conditions the said offer form is a provisional booking and the same does not confer any right, title or interest etc., At the time of entering into Agreement of sale dated 30-11-2006 your client had requested my client to issue four undated cheques to be given in their firm name with a covering letter for

*Ch. Lakshmi Narayana*

security purpose. Accordingly cheque no's: 525487 to 90 drawn on Andhra Bank, Sultan bazaar, Hyderabad for respective amounts with undertaking to clear the regular payments as per the progress of the work completed. It is not disputed that the payments were not given vide separate Negotiable Instruments by my client as an amount of Rs. 1, 05, 73, 806/- is already paid as per your notice also. On the said cheques the same is also written by my client. So the question of presenting the same cheque is quite contrary to the understanding of the parties and its return on the ground of insufficient funds does not amounts to offence under Section 138 of the Negotiable Instruments Act for which the legal notice issued by liable to be dropped immediately. As per your client's own demand letter dated 14-11-2008 the due amount was Rs. 8,85,334/- for each plot inclusive of VAT, Service Tax, Misc, & Registration Charges.

3. Your client had sent a letter to my client on 9-12-2006 that the plots are mortgaged with HUDA and applied for NOC for releasing the same on or before 31-01-2007 and failed to do so till date. On 22-11-2007 Agreement of Construction was entered into by the parties by enclosing the proposed construction and the same was registered. My client had demanded your client to furnish the copy of sanction of HUDA, which was not furnished and the same could be able to obtain with great difficulty and came to know that there are deviations to the sanction plan in the actual construction of bungalows. The same was brought to the notice of your client but they did not turned up. It is k own fact that in view of GOMS No: 86 dated 3-3-2006 the same shall not be regularized at future point of time even on payment of penal charges. My client had demanded for constructing the same as per the sanction plan by rectifying the registered sale deed at their cost as the same was due to their utter negligence and intentional default having full knowledge of GOMS No: 86.

4. Without rectifying the same had sent a letter dated 14-11-2008 demanding to pay the balance due of Rs. 8, 85, 334/- (Rupees Eight Lakh's Eighty Five Thousand's Three Hundred's Thirty Four only) for each plot. The same was replied on 1-12-2008 pointing out the left out works to be completed and queries hereupon to be complied under bonafide faith to your client and waiting for possession of the plot.

*Ch. Hakelwar Nayyar*

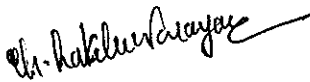
5. As per the Contract the plots shall be delivered before January' 2009 to my client. As per the terms an amount of Rs. 1,600/- per month per each plot to be paid for every month delay to my client by our client. An amount of Rs. 12, 800/- to be paid by your client till date to my client.

6. All these acts amount to negligence and willful default apart from deficiency of service for which my client wants to take all civil/criminal legal actions as the same is also fraud and cheating punishable under Indian Penal Code before appropriate forums making your client liable for costs and consequences.

Hence it is hereby demanded by my client under this reply notice to your client not to recourse to any legal action under section 138 of N. I. Act. It is hereby advising your client to do the following acts within 15 days from the date of receipt of this notice for proper adjudication of the issues as per the contract by Conciliation/Arbitration as per Arbitration & Conciliation Act, 1996 through both of us if interested by mutual consent on behalf of our clients for speedy and effective relief

- I) By furnishing the statement of account of plot no's: 258 & 259,
- II) NOC from HUDA with releasing of mortgage so as to handover possession,
- III) By altering the physical deviations as per sanctioned plan as there is ever treat of demolition if possible by changing the sanction plan and/or to estimate the cost for such changes and to pay to my client if not possible at this stage,
- IV) To return the cheques given as collateral security vide no's: 525487 to 90 drawn on Andhra Bank, Sultan bazaar, Hyderabad.
- V) To pay an amount of Rs. 1,600/- from January' 2009 till handing over the possession for each plot.
- VI) To pay an amount of Rs. 5, 000/- towards costs of notice charges,

And/Or else the agreement will be cancelled and the possession will be taken there upon by approaching for interim measure under section 9 of the Arbitration & Conciliation Act, 1996 for possession and consequential remedies making you liable for costs and consequences to be recovered from your client.

  
(CH. LAKSHMI NARAYANA)  
ADVOCATE.

