

**C. BALAGOPAL  
AMEERUNISA BEGUM  
K. VIJAYA SARADHI  
C. V. CHANDRA MOULI  
P. VIKRAM KUMAR  
ADVOCATES**

**Door No. 10-2-278, Flat No.103,  
Suresh Harivillu Apartments,  
Road No. 11, West Marredpally,  
Secunderabad – 500 026.  
Ph.: 040 – 64570512  
Cell: 9441782451, 9246172988**

**NOTICE**

Date. 15/06/2015.

1. L. Rajeshwar Rao  
S/o. L. Anand Rao
2. L. Santosh Rao  
S/o. L. Rajeshwar Rao  
Both are residents of  
H. No.1-1-364/75, Jawahar Nagar,  
RTC X Roads, Hyderabad – 500 020.

Also at:  
Flat No. D-2, Second Floor,  
Susheel Residency,  
Road No. 11, West Marredpally  
Secunderabad - 500 026.

3. D. Sridhar  
S/o. D. Prakash,  
H. No. 6-31, Gandhi Nagar,  
Siddipet, Medak Dist.

Also at:  
# 3452, Glenprosen Ct, Sanjose,  
California, CA – 95148, USA.

4. K.V. Pavan Kumar  
S/o. Sanjeev Rao,  
H. No. 11-1-329, Red Hills,  
Hyderabad.
5. Smt. M. Renuka,  
W/o. M. Ramgopal,
6. M. Ramgopal,  
S/o. M. Nalakishtam,  
Both are residents of  
H. No. 1-4-190, Balaji Nagar,  
Jagityal, Karimnagar Dist.
7. M. Krishna  
S/o. M. Ramesham  
H. No. 1-4-181, Balaji Nagar,  
Jagityal, Karimnagar Dist.

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8. Ritesh Kumar,  
S/o. Deendayal,  
H. No. 5-9-22/92,  
Adarshnagar, Hyderabad - 500 063.
9. A. Chennakesh,  
S/o. A. Vinod Kumar,  
Plot No. 6, Asbestos Colony,  
Karkhana, Secunderabad – 500 009.
10. G. Damayanti  
W/o. Vaman  
H. No. 1-4-242, Jawahar Road,  
Jagityal, Karimnagar Dist.


Under the instructions from our clients 1) Greenwood Builders 2) Green Wood Lakeside (Hyderabad) LLP having its registered office at M. G. Road, Secunderabad, we have to address you as follows:

By an MOU dated 23.05.2013 all of you have entered into an agreement with the No.1 of our client for the development of land admeasuring 5 acres 30 guntas in survey no. 49 (P) situated at Yapral (V), Malkajiri (M) R.R. District and for construction of residential Housing Project consisting of Apartments/Flats along with common amenities like Club House, Roads, Drains, Water & Electricity Supply, Land Scaping, Gates, Children Park, Compound Wall, Sports, & Recreational facilities in the said land.

The said MOU was also containing various other clauses & conditions to be fulfilled by you as owners and by our client as developer. Subsequently by a supplementary MOU dated 17.09.2014 the benefits under the earlier MOU was transferred in favour of the No.2 of our clients. To avoid unnecessary technical objections this notice is being issued by both of our clients.

Our clients have so far paid all of you a sum of Rs. 90,50,000/- as deposit from time to time. The said deposit is refundable to our clients. Our clients have also spent huge amounts for preparing plans and submitting the same to concerned authorities for sanction. Our clients have incurred an expenditure amounting to Rs. 23,08,188/- towards establishment of administration and construction.

Inspite of such huge investments and every effort on our clients part, the project has not been able to take off due to various reasons enumerated here under.

  
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As all of you are aware, adjacent to the present land there is a huge extent belonging to the Defence Ministry, GOI. In view of the same a NOC has to be obtained from the Army Authorities namely Quarter Master General, Andhra Sub area Bollaram. This has to obtain by an application made in this behalf by all of you as owners of the land. Unfortunately inspite of several requests by our clients representative you have not come forward o apply for and obtain the NOC. Our clients have not been able to commence the construction because of the objections by the Army Authorities due to lack of NOC. This is a default on your part. Apart from the above default on your part further defaults and breaches of the terms of the agreements are as under.

You have failed to deposit the conversion fee towards NALA fees which is the subject matter of the agreement. Some of the legal representatives of the necessary parties who appear to be NRIs have refused to co-operate in signing the documents. You have also not been able to complete the transfer of land admeasuring 25guntas as per the terms of MOU. You have not cooperated in initiating the process of survey to be done by the MRO for obtaining the sanction. There are several other latches on your part which are not necessary to be enumerated at this stage, suffice it to say at the present inview of the above facts, the MOU has become impossible for performance and as such our clients hereby cancel the MOU referred to above. Our clients have been misleading regarding the clearances by you and our client had launched the project under impression that you take care of your part of the contract as per the MOU.


In view of the cancellation you are not entitled to continue to hold the deposit and are liable to return the same. Our clients are entitled to claim Rs.23,08,188/- spent by them. Inview of the above our clients call up on you jointly and severally to pay our clients an aggregate sum of Rs.1,62,13,113/- which includes the amount deposited by our clients with you and amounts spent by our clients as mentioned above together with interest @24% per annum.

All of you conspire to make our clients part with valuable consideration on false promises. It is clear from your conduct that all of you never really made any effort to fulfil the terms of MOU. You are all guilty of cheating and making our clients with all false promises therefore you are liable for punishment under section 420 of IPC.

We hereby call upon you to pay the above said amount with in 7 (seven) days from the receipt of this notice and further pay Rs.25,000/- towards the cost of this notice.

  
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If you fail to comply with the above demand our clients will take all such necessary steps which are open to them in law both civil and criminal to vindicate their rights holding you liable to all the costs and consequences.



C. Balagopal.  
Advocate