

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. ~~A~~: Susheela w/o Sudhakar, Aged 54 years, Occ: House wife, r/o 7-1-212/2 & 3, 304, Maha Lakshmi Towers, Shivbagh, Ameerpet, Hyderabad – 16, 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 28-11-2006 a bungalow bearing No: 228 in Silver Oak venture in an area of 318 Sq. yards for construction of 2098 Sq. feet plinth area for a total sale consideration of Rs. 48, 00, 000/- (Rupees Forty Eight Lakh's only) under payment of quarterly installment scheme excluding VAT, Registration & Stamp duty charges, Service Tax as per the terms and conditions therein, but not for Rs. 70, 42, 076/- (Rupees Seventy Lakh's Forty Two Thousands Seventy Six 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. 48, 00, 000/-. 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 during January' 2007 your client had requested to issue undated cheque bearing no: 827455 drawn on Andhra Bank, Sultan bazaar, Hyderabad for Rs. 7, 88, 000/- (Rupees Seven Lakh's Eighty Eight Thousands only) to be given in their firm name with a covering letter for security purpose. Accordingly as per schedule for respective amounts cleared the regular

*M. Subbarao*

payments as per the progress of the work completed. Only an amount of Rs. 6, 95, 000/- (Rupees Six Lakh's Ninty Five Thousands only) has to be paid within seven days of completing the construction by my client. It is not disputed that the payments were not given vide separate Negotiable Instruments by my client is already paid as per your notice also. On the said cheque my client also writes the same. So the question of presenting the said 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. The total cost of plot inclusive of VAT, Service Tax, Misc, & Registration Charges was paid by my client leaving the balance of Rs. 6, 95, 000/- (Rupees Six Lakh's Ninty Five Thousands only) has to be paid within seven days of completing the construction by my client under bonafide faith that the possession will be given shortly by your client. My clients son namely Deepak also purchased plot no: 260 from your client through bank loan in separate which does not have any link for this plot.

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. During January' 2007, Agreement of Construction was entered into by the parties by enclosing the proposed construction by registration. 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 deviation is totally mirror reflection to the original sanctioned plan, which was constructed by your client for the reasons best known to him. The same was brought to the notice of your client but they did not turned up. It is known 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 your client had sent a legal notice dated 2-4-2009 demanding to pay the balance due of Rs. 7, 88, 000/- (Rupees Seven Lakh's Eighty Eight Thousand's only) for my clients plot, which is not correct and in fact only an amount of Rs. 6, 95, 000/- only to be paid by

my client. The same was not rectified 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.

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 plot to be paid for every month delay to my client by our client. An amount of Rs. 6, 400/- to be paid by your client till date to my client.

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: 228,
- 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 every threat 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 cheque given as collateral security vide no: 827455 drawn on Andhra Bank, Sultan bazaar, Hyderabad for Rs. 7, 88, 000/- (Rupees Seven Lakh's Eighty Eight Thousands only) by collecting the balance amount if at all to be paid after all deductions from your client.
- V) And to pay an amount of Rs. 1,600/- from January' 2009 till handing over the possession for each plot.
- VI) And to pay an amount of Rs. 5, 000/- towards the costs of this reply notice charges.

*M. K. Kalyanarayana*

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*

(CH. LAKSHMI NARAYANA)  
ADVOCATE.

