

## C. BALAGOPAL

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Advocates

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*Regd Post Ack.due*

April 6, 2009

To

Smt. P. Uma Kumari  
W/o P.Thakur Prakash  
Plot No.71, Silver Oak Bungalows Phase-I,  
Sy.No.35 to 39  
Cherlapally,  
Hyderabad.

Under instructions from our client M/s.Mehta and Modi Homes, having their head office at 5-4-187/3&4, II Floor, Soham Mansion, M.G.Road, Secunderabad, represented by its Managing Partner Shri Soham Modi S/o Shri Satish Modi, we have to address you as follows:

1. Our client is a Builder and Developer and they have developed one such project under the name and style of "Silver Oak" Bungalows, situated at Survey No.291, Cherlapally, Hyderabad - 500 051.

2. You had approached our client for purchase of <sup>the</sup> Bungalows bearing Nos.256 in the above Venture and accordingly a Booking Form was signed by you on 10.10.2006 and it was agreed for a total sale consideration of Rs.56,50,000/- towards the cost of the plot of land and construction charges for the Bungalow. The above cost excludes charges like registration, stamp duty and other expenses. Accordingly, you have made an aggregate payment of Rs.41,68,100/- and a balance amount of Rs.20,76,241/- was due from you. You have issued two cheques towards the balance sale consideration as follows:

1. Cheque No.091458 dated 28.3.2009 for Rs.8,47,500/-
2. Cheque No.091458 dated 28.3.2009 for Rs.9,05,000/-

Total Rs.17,52,500/-

both cheques drawn on A.P. Mahesh Co-Op. Urban Bank Ltd, M.G.Road, Secunderabad.

3. Our client presented the said cheques through their Banker HDFC Bank Ltd, Secunderabad Branch for encashment. But to their utter shock and surprise, the above cheques were returned with an endorsement "Insufficient Funds" vide Banker's Memo dated 2.4.2009. Our client informed you about the dishonour of cheques and you promised to pay the amount covered under the said cheques within a couple of days but you have failed keep up your promise.

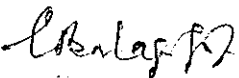
*A. B. S.*

4. You are very well aware that dishonour of cheque for the reason of "Insufficient Funds" is an offence punishable U/s 138 of Negotiable Instruments Act and also amounts to cheating punishable U/s 420 of I.P.C. You have issued the cheque with dishonest intention to cause wrongful loss to our client by not maintaining sufficient funds in your account. Thus, committed an offence punishable U/s 138 of Negotiable Instruments Act and U/s 420 of I.P.C. and you are liable for punishment according to Law.

5. Our client represented to me that even though the bungalow was ready for occupation, you are not coming forward to occupy the same by paying the balance sale consideration for the reasons best known to you.

We hereby call upon you to make the payment of Rs.17,52,500/- (Rupees Seventeen lakhs fifty two thousand five hundred only) to our client towards the amount covered under above two cheques within 15 days from the date of receipt of this legal notice, failing which, our client will be constrained to proceed against you legally for the offences committed both Civil and Criminal including initiation of criminal prosecution under Section 138 of N.I.Act and U/s 420 of I.P.C. for recovery of the above said money and in that case you will be held responsible for all the costs and consequences arising there from.

A sum of Rs.5000/- is payable by you towards the cost of this legal notice.

  
**(C.BALAGOPAL)**  
**ADVOCATE**