

## **C. BALAGOPAL**

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Advocates

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Date: 28.09.2007

To

Sri. Ashish Arora,  
Flat No.211, Sai Durga Gardens,  
H.M.T. Nagar, Nacharam,  
Hyderabad.

Sir,

Under instructions from our client M/s. Summit Builders, represented by its Partner Mr. Soham Modi, We have to address you as follows:

1. You have purchased a Apartment in the Venture named Silver Oak Apartments, situated at Cherlapally Village, Ghatkesar Mandal, R.R. dist., developed by our client.
2. The aggregate amount payable in respect of the said Apartment was Rs.7,93,784/- (rupees seven lakhs ninety three thousand seven hundred and eighty four only) including the sale consideration for the apartment, cost of special fixtures & fittings, amenities and other expenses. Out of the said amount our client received an aggregate sum of Rs.7,05,000/- (rupees seven lakhs and five thousand only) and you promised to pay the balance of Rs.88,784/- (rupees eighty eight thousand seven hundred and eighty four only) in due course at your request to enable you to obtain a bank loan and in bonafide belief in your promise our client executed a sale deed dated 23.09.2006 which was duly registered in S.R.O. Uppal as document No.17046 of 2006.
3. In respect of the amount due by you, you issued a cheque bearing No.661678 dated 20.09.2007 drawn on THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED, Banjara Hills for an amount of



Rs.55,000/- (rupees fifty five thousand only) with a promise to pay the balance of Rs.33,784/- (rupees thirty three thousand seven hundred and eighty four only) in a short while. You assured our client that the cheque would be honoured on presentation without fail. On such representation our client received the said cheque subject to realization and without prejudice to claim the balance amount due by you.

4. Our client presented the cheque through its bankers HDFC at Secunderabad. To our client's utter shock and surprise the cheque was returned with the bank memo stating "PAYMENT STOPPED BY DRAWER". You are with a malafide intention stopped payment of the cheque. The said act is an offence punishable under section 138 of Negotiable Instruments Act and also section 420 of I.P.C. As you have stopped the payment with a dishonest intention to cheat our client. We hereby call upon you to pay our client the sum of Rs.55,000/- (rupees fifty five thousand only) covered by the cheque within 15 days from the date of receipt of this notice.
5. Please take notice that if you do not comply with the above demand our client will take necessary steps under section 138 of Negotiable Instruments Act and also under section 420 of I.P.C. without prejudice to its rights for other remedies.

Yours faithfully,

  
C. BALA GOPAL  
Advocate