

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 : 64570512,
Cell : 9441782451, 9246172988

(By Regd. Post Ack-due)

NOTICE

Date: 16/08/2016

To

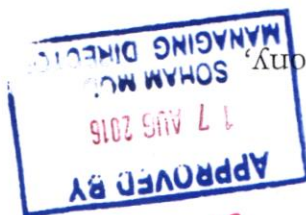
1. Mr. James Kalwala,

S/o. K. David

2. Mrs. K. Swarnalatha James

W/o. James Kalwala,

Both R/o. P-J-8, Panjagutta Officers colony,
Panjagutta, HYDERABAD-500 082



Under instructions from our clients, M/s. Kadakia and Modi Housing a partnership firm having its office at 5-4-187/3&4, MG Road, Secunderabad, we have to address you as follows:

1. Our client is in the business of developing and constructing flats and independent Villas in and around the Twin cities. They have developed one such project under the name and style of Bloomdale consisting of independent Bungalows at Shamirpet Village & Mandal, R.R. District. You had approached our client and agreed to take Plot No. 63 in the above project admeasuring 246 sq. yds along with semi finished construction having a built up area of 2077 sq. ft. You had booked the above property on 01.04.2013 and entered into an agreement of sale dated 13.5.2013 and subsequently a Sale Deed dated 19.02.2014 was executed in your favour by our clients and also you had entered into an agreement of construction dtd. 19.2.2014.

2. Our clients executed a Sale Deed dated 19.03.2014 in your favour which duly registered, for land and semi finished construction. Total sale consideration was agreed upon Rs. 52,00,000/- exclusive of VAT, Service Tax and other Taxes and charges. You have not paid the installments agreed upon

our client had sent you payment reminders on 08.11.2014 for the fourth and fifth installment. Our client addressed another letter on 25.11.2014 along with an account statement, requesting you to take possession of the bungalow after paying the balance amount which was due to our client. There was no reply from your side. Further after waiting for a substantial period our client sent another reminder notice on 28.04.2015 requesting you to pay the fifth & sixth installments, there has been no reply from your side. You are due and payable an amount of Rs. 16,99,472/- after giving credit to all the payments made by you. The above amount includes interest on delayed payments as on 27.7.2016 for an amount of Rs. 5,86,843/-, Corpus Fund of Rs. 50,000/-, maintenance charges upto July 2016 an amount of Rs. 35,600/-, electricity charges of Rs. 3,325/- and Member ship fee of Rs. 50/-. You are hereby directed to settle the amount and take possession of the bungalow as otherwise our clients will be constrained to take action which is open to them under law both civil & criminal holding you responsible for all the cost and consequences thereof.

You are further directed to pay an amount of Rs. 5,000/- towards the costs of this notice.

(C. BALAGOPAL)

ADVOCATE



NOTE:
Legal Notice to Mrs. SWARNA LATHA JAMES & Mr. JAMES
KAL WALIA of B.NO. 63 IN BLOOM DALE.

- 1) Booking form dated -01-04-2013.
- 2) Agreement of sale dated -13-05-2013.
- 3) Construction agreement of sale dated 19-02-2014.
- 4) Sale deed dated 19-03-2014.
- 5) Remainder notice dated 08-11-2014 & ack. Dated 13-11-2014.
- 6) Possession intimation letter dated 25-11-2014 & Ack. dated 01-12-2015.
- 7) Remainder notice dated 28-04-2015.