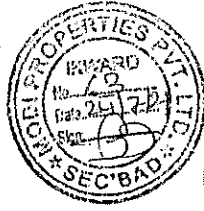
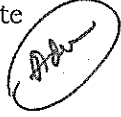


G.USHARANI  
Advocate



G8 CSR Estates  
Plot No.42  
Kothapet, Saroornagar  
Hyderabad - 500 035

Cell : 9848665740

By Regd.post with ack.due

Reply Notice

To

Date: 21-7-2021

Sri. C.Balagopal &  
Sri. C.V.Chandramouli  
Advocates  
#103, Suresh Harivullu Apt,  
Road No.12, West Marredpally,  
Secunderabad - 500 026.

Under the instructions of my client Ms.Kusum Kumari, W/o.Ravindra Sharma, Aged about 42 years, Occ:Business, R/o.H.No.346, Silver Oak Bungalows, Phase No-3, Cherlapally Village, Kapra Mandal, Medchal-Malkajgiri District I hereby issue the following reply notice to your legal notice dated 13-07-2021 issued on behalf of your client Silver Oak Villas Rep. by its Managing Partner Mr.Soham Modi.

At the outset the contents of notice issued by you are all false baseless and created for the purpose of issuance of this notice, my client denies all the allegations made in your notice except those which are specifically admitted hereunder.

1. In reply to para No.1 it is true that your client is the business of Construction of Residential flats and Villas. And developed one such venture known as Silver Oak Villas situated at Sy.No.294, Cherlapally Hyderabad.

2. In reply to para No.2 my client states that my client and her husband Ravindra Sharma approached your client to purchase the construction house. Your client offered my client to sell out their open plot bearing No.93 admeasuring 161 Sq.yds, in Sy.Nos.11, 12, 14, 15, 16, 17,18 & 294 situated at Cherlapally Village, Kapra Mandal,, Medchal- Malkajgiri and also construction works for which your client told that my clients have to pay the amounts separately i.e Rs.28,50,000/- for an Open Plot and Rs.28,50,000/- for Constructions. My client accepted their offer and were ready to make the payment towards the same.



3. My clients further states that my client paid the above sale consideration for open plot i.e Rs.28,50,000/-(Rupees Twenty Eight Lakhs Fifty Thousand Only) through online-RTGS and your client executed the sale deed in favour of my client and her husband vide document No.6242/2021 dated 25-03-2021 at Sub-Registrar of Uppal, Ranga Reddy District and also my client paid the construction amount to your client for Rs.21,86,000/-(Twenty One Thousand Eight Six Thousand Only) and Rs.6,64,000/-(Rupees Six Lakhs Sixty Four Thousand Only) through online-RTGS on 07-05-2021 total amount Rs.28,50,000/-(Rupees Twenty Eight Lakhs Fifty Thousand Only). Though, my client paid the entire amount(Open Plot + Construction) to your client, but your client demanded to pay the additional amount of Rs.5,13,000/- in form of GST Tax 18 % on the construction value of RS.28,50,000/-. However, my client paid the entire amount of Rs.62,22,594/- to your client including all the above said charges. Hence, There were no dues in respect of the property from my client.

4. My client further states that when my client requested your client to hand over the possession of the property, but your client bluntly refused to handover it to her by alleging that my client has to pay some more additional amounts of Rs.4,30,480/- which would be for interest on delay payment, 6 months maintenance, Member Fee, Corpus fund, Manjeera Water Connection, Extra work charges etc. but my client did not agree to pay the additional amount. As failed to give the possession of the house to my client within time, due to which my client incurred heavy loss of Rs.10,00,000/-. Your client insisted my client to pay the same if not, the possession will not be transferred in favour of my client. However, my client requested your client several times to deliver the possession, but there was no proper response from your client. Your client did not construct the house with the proper material due to which my client got huge financial loss and suffered with mental agony. My client left with no other option she along with her husband filed a consumer case before the District Consumer Redressal Commission, R.R.District at L.B.Nagar vide C.C. No.296/2021 against your client and same is pending for adjudication. Your client having knowledge about the pendency of above case but he did not choose to attend the Consumer Commission and suppressed the same to you with a malafide intention to avoid legal consequences.

My client states that your client is not entitled for any relief under this false notice, to advice your client to hand over the possession of the property immediately to avoid legal consequences as my client already paid the entire amount to your client.

In view of the above, advise your client to desist from initiating any frivolous litigation and withdraw the notice under reply unconditionally failing which my client will suitably defend and contest any such litigation at the costs of your client including this Reply notice charges of Rs.15,000/-.

Ravindra Sharma

Kusum Kumari

G. USHA RANI  
(Advocate)