Vasantha Rayudu Advocate

Flat no.16, Surya Apartment, Beside Venkates wara Temple Durga Nagar, Punjagutta Hyderabad-500082

Registered Post

Date: 17.04.2018

- Villa Orchids, Rep by its Partner
 Anand Mehta, Head office at 5-4-187 / 3 & 4
 Soham Mansion, M.G. Road. Secunderabad,
- Venkatramana Constructions
 Rep by its Managing Partner
 A.Ram Reddy, Office situated
 at 2-3-35, Sri Sai Residency,
 Amberpet, Hyderabad-500013.

Under instructions from my client T.M.Madhusudhan, son of T. Munnaiah, House No.11-6-763, Red Hills, Nampally, Hyderabad-500004, I give you the following regal notice

My client instructs that you had undertaken the venture by construction of villas, under the name & style of Villa orchids in survey number 1 to 7 Kowkur Bollarum Secunderabad and given advertisement and publicity and my client was made to convince that you are reputed builders and that it will be a good investment and to live in the schedule as being constructed by you and therefore my client had booked Villa No.88 in an extent of 180 square yards with built up area of 1940 SFT for a total sale consideration of 65,00,000/- and my client has also given the declaration as per the format given in the booking form on payment of Rs.25.000/- and the same was paid by my client on 22-1-2018 and again on 22-2-2018, an amount of Rs.2 Lakhs was paid.

My client further instructions that the Addressee No.1 of you had undertaken for the construction of villas and the Addressee No.2 is the land owner and had entered in to an MOU with the addressee No.1 for the development of property by construction of the villas and thus both of you associated with each other for the purpose of the construction of the villas, in which, my client has booked Villa No. 88 and as per the terms of the payment, my client has opted for installment scheme and you are supposed to complete the construction and shall deliver the same by completing in all respects, so that, my client can occupy and live in the same. But contrary to the same, you are not making construction of the said Villa, which was booked by my client not making any efforts, to deliver the same to my client, even though my client is prepared to pay the total consideration and occupy the same.

My client further instructs that so far there is no communication from you, regarding the progress of the construction of the said Villa booked my client, i.e., villa No 88 and my client is very much concerned about the delivery of the possession of the Villa by completing the construction as for the time schedule, but my client observed that you are not making construction of the said Villa in spite of my clients repeated requests and visits to your office as well as to the site where the construction has to be made by you.

Therefore my client is not able to know as to how you can abandon and not make any construction and therefore my client who headed substantial amount is entitled to know the progress of the construction and also the probable date of delivery of physical possession of the said Villa to my client.

I therefore call upon you, to respond to the query and information sought for by my client as regards the exact date for delivery of physical possession of the Villa so as to make preparations and any fault on your side would be taken seriously and without prejudice to my clients rights, he can also claim for liquidated damages for the delay in delivery of physical possession of the said Villa No. 88.

G.Vasantha Rayudu
Advocate