

d/c
LEGAL NOTICE

13 April 2023

To,

Mr. Sriramoju Sambeshwar Rao
S/o Sri.Ramabrahamam,
Aged about 61 years, Occ; Business
R/o. Flat No.201, Archana Apartments,
Begumpet Hyderabad.

Sir,

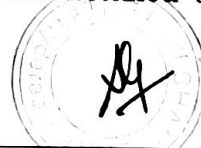
Subject: Legal Notice for Specific Performance of Letter of Intent dated 07.08.2018 (LOI).

We represent Modi Properties Pvt. Ltd. (**Our Client**) having its registered office at 5-4-187/3&4, II floor, M.G. Road, Secunderabad- 500003. Under the instructions and on behalf of Our Client the present notice is being issued to Mr. S. Sambeshwar Rao (**You**) on as under:

1. Our Client is engaged in the business of real estate development.
2. Our Client states that by way of various registered Agreement of Sale cum General Power of Attorney You acquired right, title and interest in respect of land admeasuring Ac.1.39 Guntas forming part of Sy. No. 431/2, 432/2, 433/2, 434/2, Gundlapochampally Village, Medchal Mandal, Ranga Reddy District (**Subject Property**) from its original owners.
3. Our Client states that, in the year 2018, You, in the capacity of the AGPA Holder of the owners, approached Our Client with the proposal of development of the Subject Property.
4. On Your assurance that the Subject Property is free from all encumbrances and liens and that the owners have no right and interest over the Subject Property, having vested the same to You by way of the

AGPA, Our Client agreed to take over the Subject Property for development either itself or through its group companies/firms.

5. It was agreed that the Subject Property shall be developed in the form of a gated community of 2/3 BHK flats with a super built-up area of about 1,000 sft to 1,600 sft. It was also agreed that the residential complex shall be developed as a high rise building consisting of two basements for parking with 10 upper floors of flats with total constructed area of about 2 to 2.50 lakh sft of saleable area+ about 1.00 lakh of parking area i.e., about 3 to 3.50 lakh sft.
6. Subsequent to the above discussions, the Letter of Intent dated 07.08.2018 was executed between You and Our Client, recording the binding terms agreed between You and Our Client in respect of the proposed development. Our Client has paid a sum of Rs. 60,00,000/- (Rupees Sixty Lakhs) to You under the LOI as advance for the development rights being granted under the LOI.
7. After execution of the LOI and payment of advance security deposit, Our Client commenced due-diligence and applied for the necessary permissions and approvals from the concerned authorities. Our Client had also demarcated the Subject Property and commenced development works. However, on account of the global pandemic, all the efforts of Our Client had come to a stand-still and there was no progress for a brief period of four years.
8. Our Client has spent huge amount on money in processing the necessary approvals and permits. It is due to the constant efforts of Our Client and support from You in filing necessary applications and coordinating with the concerned departments, Our Client has been able to process the necessary approvals, in as much as, the Building Permit shall be received shortly.
9. Our Client states that, they have been calling upon You to execute the definitive Joint Development Agreement to draw the detailed terms of



arrangement as agreed under the LOI, however, You have been protracting the same on one pretext or the other.

10. To the surprise of Our Client, in December 2022, one Mr. Venugopal Reddy, as a representative of the owners, reached out to Our Client stating that they have a proposal of development of the Subject Property from M/s Symantaka Infra Bachupalli and that if Our Client does not agree to renegotiate the agreed terms of development, the owners will handover the development of the Subject Property to M/s Symantaka Infra Bachupalli.
11. Our Client approached You to enquire about the same and called upon You to look into the matter and refrain the owners from deviating from the agreed terms of development under the LOI. On Your assurance that there is no cause for concern and that the owners as well as You shall honour the terms of the LOI in letter and spirit and that the Joint Development Agreement will be executed soon, Our Client continued with pursuing with the concerned departments on the required approvals. Our Client has already spent about Rs. 86 Lakhs towards this Project which is inclusive of the security deposit paid to You.
12. On 27 April 2023, Our Client reliably learnt that, M/s Symantaka Infra Bachupalli and other builders are visiting the Subject Property with the intention of acquiring the same for development. When Our Client once again confronted You with the same, there was neither any response from You nor have You come forward to execute the Joint Development Agreement.
13. As a result therefore, left with no other alternative, Our Client is issuing the present notice to You, calling upon You to execute the Joint Development Agreement in terms of the agreed terms of the LOI, within 15 days of receipt of this Notice, failing which Our Client shall be constrained to initiate appropriate legal proceedings against You and the others, under civil and criminal law for enforcing their rights in respect under the LOI, at your sole risk and cost.



14. Please be informed that, this Notice is issued to You without prejudice to Our Client's rights and remedies under the LOI and as available under law and equity.

Rs. 50,000/- cost of this legal notice.

FOR D. PAVAN KUMAR
ADVOCATE

DTDC		DTDC Express Limited Regd. Office: No-3, Victoria Road Bengaluru - 560047		ORIGIN	DEST.
Non Negotiable Consignment Note / Subject to Bengaluru Jurisdiction.		POUCH NO.		DATE	
1 Sender's (Consignor) Name:		2 Recipient's (Consignee) Name:			
Company Name & Address:		Company Name & Address:			
State:		City:			
PIN Code:		State:			
GSTIN*:		Recipient's GSTIN*:			
Type of consignment (✓) Dox ☐ Non-Dox ☐ Actual Wt.: kg cm X B cm X H cm X L Pcs Volumetric Wt.: kg cm X B cm X H cm X L Pcs Chargeable Wt.: kg		4 Description of Content		Total Value of consignment for carriage / E-Way bill	
6 Type of consignment (✓) Commercial ☐ Non Commercial ☐		7 Value Added Services Not Available		CN Expiry Date	
8 Mode (✓) Surface ☐ Air Cargo ☐ Express ☐		Consignment Number:			
9 Charges a) Tariff Incl. Of FSC + Taxes b) Risk Surcharge c) Total amount (a+b)		H36482795			
10 Mode of Payment: Cash ☐ Card ☐ Wallet ☐		11 Booking Branch / Franchisee Code			
12 Risk Surcharge		Owner			
Carrier		March 2023			

THE LAW CHAMBERS

DECLARATION: I declare that this consignment does not contain personal mail, cash, jewellery, and, illegal drugs, any prohibited and commodities which can cause hazards while transporting.

Signature & Seal:

Time: AM/PM

Terms & Conditions: I have read and understood terms & conditions printed overleaf of this note and I agree to the same.

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