

B.VENKAT REDDY
Advocate

Plot No.110, First Floor,
Nava Nirman Nagar Colony,
Behind: Jubilee Hills Public School,
Road No.71, Jubilee Hills,
Hyderabad -500033
Cell: +91-9848712442
Email: avjnlawassociates@gmail.com

BY REGISTERED POST WITH ACK. DUE

To

Dt. 11-05-2023

D.Pavan Kumar, Advocate,

The Law Chambers, Street No.16,
3rd Floor, Cyber Hub, Gachibowli,
HYDERABAD-500032, Email: pavan@thelawchambers.in,
Contact No:+91-9866222415.

Under the instructions of my client viz., Sri Sriramoju Sambeshwar Rao, S/o Sri Ramabrahmam, 401, Designer Tower, Silpa Layout, Gachibowli, Hyderabad-500032, this reply is issued and served on you in response to your Legal Notice dated 13-04-2023 issued by you on behalf of your client viz., M/s Modi Properties Pvt. Ltd., having its Registered Office at 5-4-187/3&4, II Floor, M.G.Road, Secunderabad-500003.

Before traversing in detail by way of para-wise reply to your notice, my client states that your client for the reasons best known to it concealed and misrepresented various true and material facts before you and it appears that your client has not appraised the true facts and as a result, the above said Legal Notice was issued by you with all false and baseless allegations.

My client states that he is the absolute owner of the land admeasuring Ac.0-29 guntas in Sy.No.431/2, situated at Gundlapochampally Village, Medchal Mandal, Medchal-Malkajgiri District, having purchased the same through a Sale Deed dated 29-01-2007, which was registered as document No.1952 of 2007.

My client further states that one Sri S.Narender Reddy and 22 others are the absolute owners of the land totally admeasuring Ac.1-10 guntas comprising of Sy.No.431/2 admeasuring Ac.0-05 guntas, Sy.No.432/2 admeasuring Ac.0-12 guntas, Sy.No.433/2 admeasuring Ac.0-07 guntas and Sy.No.434/4 admeasuring Ac.0-26 guntas, situated at Gundlapochampally Village, Medchal Mandal, Medchal-Malkajgiri District [which is out of the total subject land herein admeasuring Ac.1-39 guntas], having purchased the same through a Sale Deed dated 29-01-2007, which was registered as document No.1950 of 2007.

My client states that the above said two bits of land admeasuring Ac.0-29 guntas owned by my client and Ac.1-10 guntas owned by said Sri S.Narender Reddy and 22 others are forming part of a compact block of subject land admeasuring Ac.1-39 guntas.

My client further states that in or about in the months of June & July, 2018, your client approached my client and requested to entrust the said total land admeasuring Ac.1-39 guntas for the purpose of development and in response to



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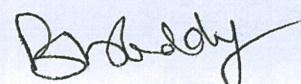
the same, my client informed your client that there are 23 other owners with their respective extents out of the said total land admeasuring Ac.1-39 guntas and my client individually cannot represent them and advised your client to approach and negotiate with them. However your client insisted for finalization of basic terms among your client and my client and in pursuance of the same, negotiations have taken place and arrived at broad terms and however your client informed my client that the detailed terms and conditions can be arrived at only after negotiations with the other owners and ultimately if everyone is agreeable, a definite Development Agreement (binding agreement) will be entered into, executed and registered subsequently.

My client further states that your client represented to my client that pending approaching and negotiating with the other 23 owners and finalization of terms and conditions, to save the time to be consumed for obtaining clearances, permission and due diligence, issued a Letter of Intent dated 07-08-2018 to my client and requested my client to counter sign just to enable your client to conduct due diligence, negotiate with other owners, to enter into a definite Development Agreement and to allow your client to initiate process of obtaining Building Permit and Sanction.

My client further states that he has not represented the other 23 owners and he is not their GPA holder and my client never represented to your client that he is authorized person to represent on behalf of said other 23 owners.

In reply to Para-2 of your notice, the statement of your client that by way of various registered Agreements of Sale, my client has acquired the title in respect of Ac.1-39 guntas is not true and correct. Though initially my client was the Agreement of Sale -cum- GPA holder of original owners, basing on the same, much prior to the said Letter of Intent dated 07-08-2018, my client obtained the Sale Deed in respect of Ac.0-29 guntas and also alienated the balance Ac.1-10 guntas in favour of said Sri S.Narender Reddy and 22 others.

In reply to Paras-3 & 4 of your notice, the statement of your client that in the year 2018, my client in the capacity of the AGPA holder of the owners approached your client with the proposal of development and that the owners have no right and interest over the subject property having vested the same by way of AGPA are all false and denied herewith. On the other hand, it is your client who approached my client with a proposal to take the total land admeasuring Ac.1-39 guntas for the purpose of development and when approached, my client informed that he is the owner of only Ac.0-29 guntas and the balance land is belonging to the other 23 owners who purchased through the above mentioned Sale Deeds and hence my client do not have any authority to represent the other owners and my client never informed your client that he is the authorized representative of the other 23 owners.



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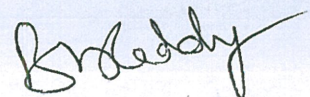
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In reply to Para-5 of your notice, my client states that it is a matter of fact that several negotiations have taken place between your client and my client and pursuant to the same, Letter of Intent dated 07-08-2018 was issued incorporating the broad terms and conditions of the proposed development pending your client approaching and negotiating with the owners and obtaining their consent and acceptance to entrust the land for the purpose of development.

In reply to Para-6 of your notice, it is a fact that your client addressed a Letter of Intent to my client and the same was countersigned by my client recording the broad terms and conditions reached and however no definite Development Agreement was executed by my client in favour of your client and further my client is only the owner of Ac.0-29 guntas and he is unconcerned with the balance subject land admeasuring Ac.1-10 guntas and further the said other 23 owners are originally not parties to the said LOI and further even subsequently also, they have not executed any document/s. At the time of said LOI, your client informed my client that he will approach and negotiate with the other 23 owners and finalize the terms with them and only thereafter, a definite Agreement will be entered into. Even as per said LOI, within 6 weeks thereof, execution of MOU was contemplated and it is a matter of fact that no such MOU was entered into. It is only after MOU is entered into by all the owners of Ac.1-39 guntas with your client, it was contemplated that you are required to submit an application for permit within 6 to 12 weeks etc. Thus in the absence of MOU, your client unilaterally proceeding with the filing of applications for permit at its own risk. It is needless to state that it is a settled law that an Agreement to enter into a definite Agreement on a future date itself cannot be specifically enforceable in law. Your client voluntarily paid Rs.60.00 Lakhs to my client with the assurance that the same will be adjusted in the security deposit payable under future Agreement.

In reply to Para-7 of your notice, my client states that your client approached my client and informed that approaching and negotiating with the other 23 owners and finalization of terms and conditions will consume lot of time and to save the time to be consumed for obtaining clearances and permissions, requested my client to subscribe signatures on the plans so that the building permit will be ready by the time, the negotiations are completed and definite Development Agreement is executed. Thus without there being an MOU from all the owners, as stated supra, your client at its own risk, has submitted such applications for permit and sanction. The statement of your client that it has commenced the developmental works is false and hence denied herewith.

In reply to Para-8 of your notice, the statement of your client that it has spent huge amount of money for processing necessary approvals and permits is not to the knowledge of my client and your client is put to strict proof of the same. However assuming if any amounts are spent by your client, even before obtaining



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MOU and definite developmental rights from my client as well as other owners, my client is not responsible for such alleged investment made by your client which is coupled with risk.

In reply to Para-9 of your notice, my client states that the question of entering into definite joint Development Agreement by my client alone does not arise since he is not the owner of total subject land and he is also not the authorized person to enter into the transaction on behalf of the other 23 owners of the balance subject land.

In reply to Paras-10 to 12 of your notice, my client states that since there is no definite Development Agreement from my client as well as from other 23 owners in favour of your client, there is no bar for entertaining any negotiations if any other builder approaches the owners with any proposals. Further the said LOI was not implemented at all and the same cannot confer any legal right to your client in the absence of a definite Development Agreement.

In reply to Para-13 of your notice, as stated supra in detail, there are in total 24 owners in respect of the subject land including my client, admittedly my client is not the authorized representative of the said 23 owners of the balance subject land. Your client having represented to my client that it will negotiate with the said owners, miserably failed to negotiate and finalize the terms with them and in the absence of the same, the question of my client alone executing the definite Development Agreement in favour of your client does not arise at all.

Despite this categorical reply, if still your client chooses to proceed any further in the matter by resorting to frivolous litigation, your client will be doing so at its sole risk and consequences and your client shall only be held responsible for the costs and consequences incidental thereto for unnecessarily dragging my client into such frivolous litigation.



B. Venkat Reddy
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Advocate



From:-



**B. VENKAT REDDY
ADVOCATE**

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Cell: +91-9848712442
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By ROAD

TO,

D. PAVAN KUMAR,
Advocate,

The Law Chambers,

~~Street~~^{SUIT} No. 16,

3rd Floor, Cyber Hub,

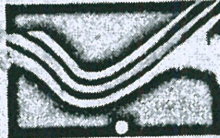
Rachabowli, Hyderabad-500032

Email: Pavan@thelawchambers.in

ph- 9866222415

C. Sambeth Rao

भारतीय डाक



India Post

RN181105806IN

Counter No:1,11/05/2023,14:23

Amt:30.00(Cash)Wt:28gms

From:PRASHASAN NAGAR S.O <500110>

From: Hub

To: Hub

Post Office C.O. 500032

भारतीय डाक

