

C. BALAGOPAL

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Advocates

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Suresh Harivillu Apts, Road No. 11,
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Regd Post Ack/due

To

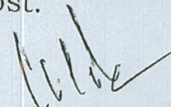
03.05.2012

A.Suseela W/o A.Sudhakar
H.No.260, Silver Oak Bungalows
Mehta and MODi Homes
Chinna Cherlapalli
Hyderabad - 501 301.

Dear Madam,

Please refer your notice dated 27.04.2012 issued by you to our client Mehta and Modi Homes, the said notice has been placed in our hands with instructions to issue the reply as follows:

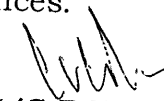
1. Our client denies all the adverse allegations in the notice and any adverse allegations not specifically denied should not be deemed to be admitted.
2. With regard to unnumbered para No.1, it is true that you had purchased Bungalow No.228, Phase II Silver Oak Bungalows Cherlapalli from our client. It is not true to say that our client has not completed the building as per the terms of the construction agreement after receiving more than Rs.40 lakhs. There is no deviation in the construction. Our client denies that it has taken any undue advantage of the security cheque given by you. The cheques were given as per the agreement entered with our clients about which you are fully aware and you had agreed for the all the terms and conditions. The compromise was not done as per the terms and conditions of our client. It is not true to say that our client has partly invoked clause No.27 i.e., the Arbitration clause. It is not true to say that our client after receiving Rs.5 lakhs as per the said compromise has not completed the balance works of the bungalow.
3. With regard to unnumbered para No.2 it is true that our client has filed a case under Section 138 of N.I. Act and the said case was wrongly dismissed by the Hon'ble Court holding that there was no legally enforceable debt. Our client has already preferred an appeal against the above Judgment. It is well settled principal of Law that once an appeal is preferred against a Judgment, the finality of the Judgment is lost.



of construction agreement by you is a registered document. Our client is three sets of keys of bungalow No.228 handed by you in your notice. There are pending works like final coat of paint and plumbing fixtures which has to be done just before handing over of bungalow as otherwise there is a danger of the same being damaged due to mishandling by any of the workers at site.

5. Our client therefore informs that the pending dues towards the cost of bungalow to be settled by you so that it can handover the possession of the bungalow. The letter which was issued to Andhra Bank, Sultan Bazar, Hyderabad was given by our client on your request so that the final instalment of the bank loan is cleared by the bank and as such our client has not given any possession letter which is given in a standard format by our client to all its customers.

If inspite of this reply should you launch any fresh litigation, our client will defend the same at your cost and consequences.


& (C.BALAGOPAL)
ADVOCATE

Copy to:

The SHO, Kushaiguda Police Station
R.R.District - for information..