

P. Thurpathi Reddy M.A.L.L.B.
Advocate

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By Regd. Post Ack Due

Dt. 05.11.2016.Hyd-62.

LEGAL NOTICE

To

1. Shri. Bhavesh, V. Mehta,
S/o. Late Shri. Vasant U. Mehta
Aged about 45 yrs,
Occupation: Business R/o. Uttam Towers,
DV Colony, Secunderabad 500003.
2. Shri Soham Modi
S/o. Shri Satish Modi,
Aged about 46 yrs,
Occupation: Business R/o. Plot no 280,
Road No 25, Jubilee hills Hyderabad-500034.
3. Shri Soham Modi
S/o. Shri Satish Modi,
Aged about 46 yrs,
Occupation: Business/ Partner/Authorised Signatory
M/s. Vista Homes, Survey No. 193 to 195,
Kushaiguda, Hyderabad .500062, Mobile No:040-64644006
4. Shri Nareddy Kiran Kumar,
S/o. Shri Madhusudhan Reddy.
Aged about 45 yrs,
Occupation: Business, R/o plot no 275,
Venkateshwara Colony, Meerpet, Moulali.

Under the instructions of my client Smt. B. Bhavani W/o Mr. B.S.S.Satyanarayana, Aged 57 years, Occ: House wife R/o. Flat No 102 on the 1st floor in Block no B VISTA HOMES Kushiaguda, Hyderabad 62. I address you the following legal notice.

1. That on 26st day of April 2013. M/s. VISTA HOMES, a registered partnership firm having its office at 5-4-187/3 & 4, 11 Soham Mansion, MG Road Secunderabad-500003, represented by its authorized representatives sri. Bhavesh V. Mehta, S/o Late Shri Vasant U. Mehta, aged about 42 years Occupation business R/o. of Uttam Towers, DV Colony, Secunderabad 5000003 and Shri Soham Modi S/o Satish Modi, Aged 43 years Occ business R/o plot no 280, road no 25, jubilee hills, Hyderabad 5000034, as vendors, entered into an agreement of sale of Schedule-A Shedule of land and Schedule-B, Schedule of apartment of in favour of my client Smt. Bhavani and executed an agreement of sale on the even date, with the conditions therein. in respect of above A & B schedule property.

2. In pursuance of the above agreement of sale dated 26.04.2013. No 1, 2 & 4 of you executed registered sale deed in favour of my client, on 10th April 2015. At SRO Kapra. RR. Dist., in respect of luxury apartment bearing flat no 102 on the first floor in block no B admeasuring 1220 sft, of super built up area together with proportionate and undivided share of land to the extent of 74.12 sq. yds and a reserved parking space for single car in the basement, admeasuring about 100 sft. In the proposed group of housing scheme known as VISTA HOMES Kushaiguda. Incorporating most of the norms and conditions in the agreement of sale.

3. My client informs that you handed over the flat no 102 on dt. 10.04.2015 without providing the agreed amenities as per the agreement of sale(Schedule-c) and sale deed. My client requested you number of times to provide and attend to the agreed amenities, all of you turned deaf ear to the request of my client..

4. My client through this notice inform Nos. 1,2&4 of you the following grievances and work to be attended .

- a. Laminated wooden flooring was not provided.
- b. As per condition no 23 of agreement of sale you promised and agreed to provide municipal water connection. So far, it appears the steps taken by you in this regard are very meagre. My client says That you in the letter dt 27-10-2016, your office informed that you have no intention to comply clause 23 of the sale Agriment.

In this context my client bring it to your kind notice that the drinking water in the name of RO water that is being supplied by you is highly contaminated, when got tested, it is revealed that they are polluted water and unfit for use. They are creating serious health hazards to the family members of my client and other flat owners.as well.

- c. The main door and door frame fixed to the main entrance is sub standard - quality and it was broken within few months after the occupation of the flat. Any number of requests to replace the door with the standard one became futile .

My client informs you the facilities provided by you, are substandard and not in tune with your brochure. So far, you did not take any corrective measure to rectify the defects. If you do not take necessary effective steps, within one month from the date of receipt of this notice, my client has no other alternative except to approach the District consumer forum for necessary reliefs.

5. Apart from the above the flat owners of VISTA Homes are, subjected to various problems hardships in your hands and so all the flat owners held meeting on 03-04-2016. They all resolved their grievances and reduced them in to writing and sent the copy of the same to the email address no 2 of you. so far

there is no proper right of audience or response to the same. The copy of the same is annexed to this notice.

6. It is further brought to your notice that no 2 of you addressed a letter to the residents of vista Homes dt. 01.02.2016. and the contents there in are unreasonable and highly objectionable.

The contents of the last para:

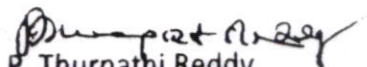
" If any other alternate Association or body is formed to run the day to day affairs of Vista Homes, legal action, both civil and criminal, shall be initiated against such a body and its members".

7. Your attitude in sending above warning to the residents of vista Homes gives a wrong signal and message. The residents apprehend any amount of insecurity for their person and properties. If any untoward thing happens, you will be held responsible and liable for the same. My client and the other flat owners reserve their right to approach the appropriate forum to work out their civil and criminal remedies in a suitable forums at a proper time.

8. My client further informs you that you have brought into existence, the so called Memorandum of Owners Association of vista homes and the drafting is much against the settled procedures and Law and highly defective.ppp. Hence, it is legally not binding on the flat owners. My client and other flat owners will initiate legal proceedings and take steps to get the Memorandum of Association cancelled through process of law.

9. For the reasons mentioned above, my client request no 1,2 & 4 of you to provide all the amenities promised and agreed in the Agreement of sale and rectify all the defects and deficiency of services as mentioned above.within one month from the date of receipt of this notice, failing which, my client has no other go except to approach the District consumer forum, for necessary reliefs and also claim suitable compensation for mental agony caused due to deficiency of service and violation of conditions of agreement of sale dt 26-4-2013 and sale

deed dt 10-04-2015. Further all of you will be held responsible for the costs and consequences thereof. . charges of this legal notice is Rs. 5000/-.


P. Thurpathi Reddy
Advocate