

C. BALAGOPAL
AMEERUNISA BEGUM
C.V. CHANDRA MOULI
P. VIKRAM KUMAR
ADVOCATES



o/c
Flat No. 103,
Suresh Harivillu Apartments,
Road No. 11, West Marredpally,
Secunderabad - 500 026.
Ph : 040-27713451
Cell : 9441782451
9849483379

BY REGD. POST (ACK-DUE)

Date: 17.11.2016

To
P. Thirupathi Reddy,
Advocate,
D.No.1-8-22/2/6,
Plot No.39, North Kamalanagar,
ECIL Post,
Hyderabad-500 062.

This has reference to the notice dtd.5.11.2016 sent by you on behalf of your client Smt. B. Bhavani, addressed to Sri Bhavesh V Mehta and others. The same has been placed in our hands with instructions to reply as under.

With regard to para No.1 & 2 of the notice the same are true and does not call for any reply.

With regard to para No.3 of the notice, it is absolutely false to say that the Flat No.102 was handed over on 10.4.2015 without providing the agreed amenities as per the agreement of sale and sale deed. It is not true to say that your client had requested many times to provide and attend to the agreed amenities. The amenities that our clients have provided was as per the agreed terms between your client and our client.

With regard to para No.4 our client instructs as follows:

- a. Laminated wooden flooring - the same was not provided as per instructions of your client.
- b. The cause No. 23 of the Agreement of Sale does not speak about Municipal Water connection and your client has wrongly instructed you in this matter. So also the letter dated. 27.10.2016 does not speak anything about the intention of our client regarding the supply of municipal water. With regard to the quality of the water being supplied through RO plant there has been no complaints being received from any of the occupants regarding the health hazards as alleged by your client. Our client has collected an amount of Rs.35,000/- towards Electricity connection and provision of RO Plant. Our client never promised anywhere either in the brochure and

Signature

subsequent document like agreement of sale regarding the provision of municipal water supply.

- c. The main door and door frame have been rectified as soon as your client brought the same to our clients notice and there has been no further complaints in this regard. It is mentioned in the notice that the facilities provided by our client are sub-standard. The statement is rather vague and does not specify the facility which has got problems.

With regard to para No.5, it is absolutely false that our client is subjecting the flat owners of Vista Homes or that they have been facing hardships. It is again not clear what these hardships are about. The resolution dated. 3.4.2016 has been suitably answered.

With regard to para No.6, our client states that certain unsocial elements were trying to form alternate association to misappropriate maintenance and other charges from innocent and gullible residents. Therefore the notice dtd.1.2.2016 was given by our client as precautionary measures.

With regard to para No. 7 it is reiterated that the above notice was sent as a precaution to the flat owners but not to send any wrong signals and there is absolutely no need for the flat owners to approach any forum to ventilate their greaviences.

With regard to para No.8, there is no illegality in the Memorandum of Owners Association prepared by our client. It is the regular procedure followed by our client in forming an association in every project developed by them and then handover the same to the occupants once the project is completed and owners take possession. Our client is not interested in being associated with any of the owners association once the project is completed and all the units are handed over to the respective owners. The bye-laws of the Owners association are binding on all customers.

With regard to para No.9, all the amenities as agreed by our client with the owners through the agreement of sale have been completed.

Handwritten signature

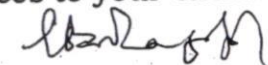
Our client informs as follows:

Your client was handed over possession on 30.5.2015, the possession letter and the No Due Certificate issued by our client was received by the husband of your client and he has signed the necessary papers on behalf of your client, and has not raised any objections regarding the incompleteness or not providing the agreed amenities. The membership enrolment form of the association was signed by the husband of your client. The Corpus Fund was also paid. The maintenance charges are also being regularly paid by your client.

Your client had in fact been extremely happy with the flat and project, her husband has recommended two other customers and further collected two gold coins as per the norms of the referral scheme of our client. Our client has co-opted several residents as co-opted members for a better coordination in so far as the maintenance of the housing complex is concerned.

Your client had recently demanded for an additional discount on the sale consideration after more than one year of taking possession. This is not at all tenable and our client had informed the same to your client. Your client being aggrieved by such refusal by our client has got issued this notice with all false and frivolous allegations.

Kindly advise your client not to take any unnecessary legal action and if your client takes steps in any court of law, in spite of this reply, our client will defend the same at the cost and consequences to your client.


(C. BALAGOPAL)
ADVOCATE