



NOTICE

Date: 06/06/2017

To

1. D. Chandra Shekar Reddy, S/o. Late Sri. D. Rami Reddy,
2. D. Swapna W/o. D. Chandra Shekar Reddy,

Both R/o. Bangalow No. 40, Nilgiri Homes,
Sy. No. 128 to 136, Rampally Village,
Kushiguda Mandal, Medchal District.

Under instructions from our client Modi & Modi Constructions, having their head office at 5-4-187/3&4, II Floor, Soham Mansion, M.G.Road, Secunderabad, represented by its Managing Partner Sri Soham Modi S/o. Late Sri Satish Modi, we have to address you as follows:

1. Our client is a builder and he has developed a project named as Nilgiri Homes at Rampally Village, Medchal (Malkajgiri) District (old Ranga Reddy District). You had approached our client for purchasing a Bungalow No.40 in the above project. The total cost of the Bungalow is Rs. 43,05, 000/-. You had entered into an agreement of sale and subsequently a sale deed was executed in your favour.

2. Our Client informs us that you had paid an amount of Rs. 41, 05,000/- (Rupees Forty One Lakhs Five Thousand only). You had expressed your inability to pay the balance Rs. 2,00,000/- (Rupees Two Lakhs). At that point Our Client agreed to extend a loan of Rs. 2,00,000/- (Two Lakhs) and you had also executed a loan agreement dated 01.08.2014 in which the Emi's payable by you by way of post dated cheques was agreed upon. You had also executed a receipt of Rs. 2,00,000/- received from our client.

3. Our client states that you had issued the following two cheques totaling to an amount of Rs. 1,61,227/- towards loan plus interest due on balance loan which were signed by the No.1 of you.

S. No.	Date	Cheque No.	Amount in Rs.	Presented on	Returned on
1.	11.05.2017	557658	51,227.00	14.05.2017	15.05.2017
2.	11.05.2017	557659	1,10,000.00	14.05.2017	15.05.2017

The above cheques are drawn on Andhra Bank, R.P. Road Branch, Secunderabad. Our client presented the above cheques for clearance through its banker HDFC Bank Ltd., Secunderabad Branch. The Cheques were presented on 14.05.2017, but to its utter shock and surprise the cheques were returned with endorsement **"INSUFFICIENT FUNDS"**. Our client informed you regarding the return of the cheques. You had promised to arrange for the payments of the above cheques but you have failed to do so.

4. You are verywell aware that dishonour of cheques for the reasons **"INSUFFICIENT FUNDS"** is an offence punishable U/S 138 of N.I Act and also amounts to cheating punishable U/S 420 of I.P.C.

Therefore, on behalf of our client, we hereby call upon you to make the payment of Rs. 1,61,227/- (Rupees One Lakh Sixty One Thousand Two Hundred Twenty Seven only) due to our client towards the amount covered under the above 2 cheques within 15 days with interest from the date of receipt of this notice, failing which, our client will be constrained to proceed against you legally for the offences punishable U/S 138 of N.I Act and also amounts to cheating punishable U/S 420 of I.P.C., for recovery of the above said amount. You are liable for all costs and consequences arising thereof and also to pay Rs. 5,000/- towards the cost of this Notice.


C. BALAGOPAL
ADVOCATE