

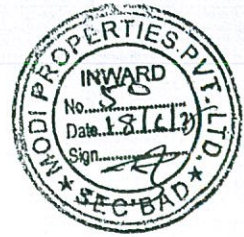


M.SHANKAR

BSC, LL.B.,
ADVOCATE



BY REGISTERED WITH ACK DUE



DAD

H-No: 2-2-216/11, DAD Colony, Road No. 1
Opposite to Sri Hanuman Temple, Gopal Nagar,
Macha Bollaram, Hyderabad-500 010.
Mobile No. 9133576803

LEGAL NOTICE

Date: 14.06.2025

To

1. Smt. V. Laxmi, W/o. Late Nagender @ Nagender Goud,
Aged about : 69 years, Occ: House-Wife;
R/o. H-No: 3-3-43, Pet-Basheerabad, Jeedimetla Village,
Quthbullapur Mandal & Circle. GHMC, Medchal-Malkajgiri District-500 067.
2. Ryakala Malla Goud S/o. Late R. Pochaiah,
Aged about : 66 years, Occ: Business;
R/o. 3-3-18, Petbasheerabad, Quthbullapur Mandal & Circle. GHMC,
Medchal-Malkajgiri District-500 067.
3. Ryakala Arjun Goud S/o. Late R. Pochaiah,
Aged about : 63 years, Occ: Business;
R/o. 3-3-18, Petbasheerabad, Quthbullapur Mandal & Circle. GHMC,
Medchal-Malkajgiri District-500 067.
4. Ryakala Narsimha Goud S/o. Late R. Pochaiah,
Aged about : 60 years, Occ: Business;
R/o. 3-3-18, Petbasheerabad, Quthbullapur Mandal & Circle. GHMC,
Medchal-Malkajgiri District-500 067.
5. P. Sharath Chander Rao S/o. P. Rajeshwar Rao,
Aged about : 47 years, Occ: Business;
R/o. 502/B, Vasudha Apartments, Suchithra, Jeedimetla, Petbasheerabad,
Quthbullapur Mandal & Circle. GHMC, Medchal-Malkajgiri District-500 067.
6. M/s. GR Builder, a regd. Partnership firm and represented by its partners
(1) Guru Charan Dubey S/o. Late Narendra Mohan Dubey, (2) Reddy Bal
Raghunath Reddy S/o. Late Reddy Bal Reddy & (3) Pabba Mallesh S/o. P.
Vittalaiah (Late) having its office, at # 4-138, Chandanagar, Serilingampally
Mandal, Hyderabad.500 050.
7. Guru Charan Dubey S/o. Late Narendra Mohan Dubey,
Aged about : 48 years, Occ: Business;
R/o. H-No: 23-31/3, Street No.2, Ashok Nagar, Jyothinagar,
R.C.Puram Medak, Telangana State-502032.
8. Reddy Bal Raghunath Reddy, S/o. Late Reddy Bal Reddy,
Aged about : 46 years, Occ: Business;

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- R/o. H-No: 1-36/1/12/80, Vemana Colony, Chandanagar, Hyderabad.500 050.
9. Pabba Mallesh S/o. P. Vittallal (Late),
Aged about: 41 years, Occ: Business;
R/o. H-No: 2-25, Chandanagar, Hyderabad.500 050.
10. M/s. Trigold Properties, a Partnership company and rep by ^{its} partners
(1) G.Vijay Kumar S/o. G.Adi Narayana & S.Naganna S/o. Late Ramathirtham;
having its office at LIG, B-22, A.S.Rao Nagar, ECIL, Hyderabad-500062.
- ✓ 11. M/s. Alpine Heights, a Partnership Firm and rep by ^{its} partners
(1) G.Vijay Kumar S/o. G.Adi Narayana & S.Naganna S/o. Late Ramathirtham;
having its office at 5-4-187/3 & 4, 2nd Floor, Soham Mansion,
M.G. Road, Secunderabad-50003.
12. G. Vijay Kumar S/o. G.Adi Narayana,
Aged about: 73 years, Occ: Business;
R/o. H-No: 8-3-224/9/24/B, H-103, Madhura Nagar, Hyderabad-500038
13. S. Naganna S/o. Late Ramathirtham,
Aged about: 68 years, Occ: Business,
R/o. H-No: LIG, B--222, A.S. Rao Nagar, ECIL, Hyderabad-500062.
14. AU Small Finance bank Limited,
CIN: L36911RJ1996PLC011381, A Small Finance,
Bank having its office, at 19-A, Dhuleshwar Garden, Almer Road,
Jaipur-302001 and Branch Office, at Ground Floor Building,
Plot No.B.No.160/2/GF and B.No.160/2FF, Sardar Patel Road, Secunderabad-03.
15. The Commissioner, GHMC, Hyderabad-500038.
16. The Tahsildar, Quthbullapur Mandal. Medchal-Malkajgiri District-500 055.
17. The Revenue Divisional Officer, Malakajagiri Division,
Medchal-Malkajgiri District-500047.
18. The SRO, Medchal, Medchal-Malkajgiri District
(previously Ranga Reddy District)-501401
19. The SRO, Quthbullapur, Medchal-Malkajgiri District-500 055

Sir(s)/Madam,

Under the instructions from my clients namely **1. Smt. M. Kalpana** W/o.
M. Damodhar Goud, D/o. Late Nagender @ Nagender Goud, Aged about: 49 years,
Occ: House-Wife, R/o. H-No: 18-4-178, Kalvagadda, Near Shiva Temple, Aliabad,

Hyderabad-500053; **2. V. Shivaraj Goud** S/o. Late Nagender @ Nagender Goud, Aged about: 48 years, Occ: Military; R/o. H-No: 3-3-43, Pet-Basheerabad, Jeedimetla Village, Quthbullapur Mandal & Circle. GHMC, Medchal-Malkajgiri District-500067; **3. Smt. Angadipeta Anuradh** W/o. A. Srinivas Goud, D/o. Late Nagender @ Nagender Goud,, Aged about: 44 years, Occ: House-Wife, R/o. H-No: 5-64/A, Bhagath Nagar, Yeldurthy Mandal, Medak-502255; and **4. V. Chandra Mohan @ Chandra Mohan Goud** S/o. Late Nagender @ Nagender Goud,, Aged about: 42 years, Occ: Military; R/o. H-No: 3-3-43, Pet-Basheerabad, Jeedimetla Village, Quthbullapur Mandal & Circle. GHMC, Medchal-Malkajgiri District-500067, I hereby issue this Legal Notice to all of you as follows :

1. My clients say that you No. 1 are their mother. That the father-in-law of you No. 1 and the grand-father of the my clients herein namely Late Veeramalla Shankaraiah @ Shankaraiah Goud, S/o. Late Veeramalla Shivaiah Goud was the lawful exclusive absolute pattadar, owner and possessor of the agricultural land bearing Sy. No. 63, adm. Ac. 0-17gts., situated at Pet-Basheerabad, Quthbullapur Mandal, Medchal-Malkajgiri District; Bounded by: North: The land bearing Sy. No. 66 & 67, South: The land bearing Sy. Nos. 117 & 118, East: The land belongs to Jaya Surya, & West: Land belongs to Gorige Sriramulu, which is hereinafter referred to as **"the said property."**

2. My clients say that Veeramalla Shankaraiah @ Shankaraiah Goud and his wife namely Smt. Annamma got one son namely Nagender @ Nagender Goud and 3 daughters i.e., Amrutha, Manjula & Meena out their wedlock. That Veeramalla Shankaraiah was employee of the Irrigation Department, Mahaboob Nagar as the driver, thus he was staying there only along with his family members, thus the father of you Nos. 2 to 4 namely Ryakala Pochaiah @ Pochaiah Goud being his neighbour and distant relative requested Veeramalla Shankaraiah to permit him to cultivate the said property on free of cost for his survival since he was toddy and Palm Trees tapper and came from Medak District to Pet-Basheerabad to do toddy and tapping work and not having sufficient income to maintain his family members. Further, there

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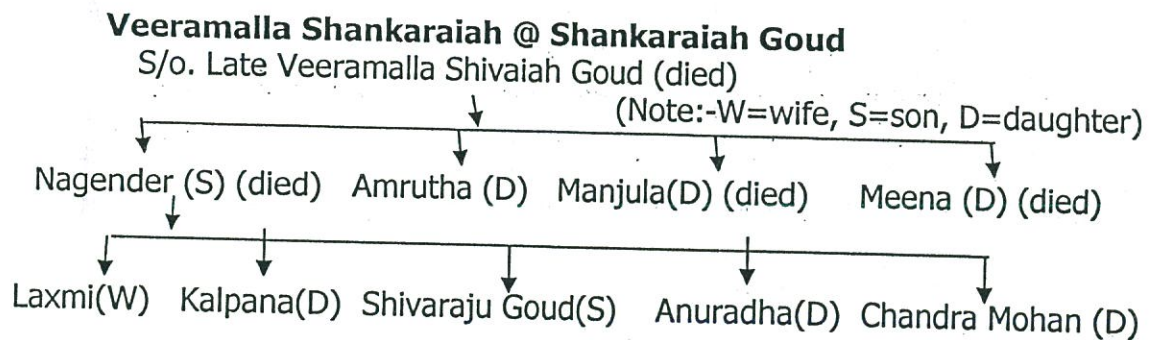
was no well in the said property to raise two crops. That Veeramalla Shankaraiah accepted the said requested since he was under an impression that Ryakala Pochaiah was the trustworthy and innocent person and he would protect the said property from the encroachments since being Government employee he was living in Mahaboob Nagar District along with his family members and rarely used to come to village since there was time available him to come to his village to look after and safe guard the subject property during his service period. Therefore, Veeramalla Shankaraiah @ Shankaraiah had orally permitted Ryakala Pochaiah to cultivate the said property and to supervise the same on his behalf keeping in view of the poorness of Ryakala Pochaiah and subject to condition that as and when he wants to cultivate the said property Ryakala Pochaiah should be vacated from the said property.

3. My clients say that Smt. Veeramalla Annamma died in the year 1980, thus the health condition of Veeramalla Shankaraiah was damaged and he got suffered with pyrolysis decease and he got retired on 28.02.1983, but since then he was bed-ridden and his son was taken care of him, thus his also could not get even free time to visit the said property and moreover, his son was also suffering with kidney problem. That Veeramalla Shankaraiah died on 12-06-1986 leaving behind him his above said children as his legal heirs. That on 22-06-1986 his Pedda Karma was celebrated and on the same day all of them had been entered into an oral family settlement in the presence of their elders, relatives and well-wishers and in which they have partitioned the movable and immovable properties left by Veeramalla Shankaraiah i.e., the said property, H-No. 3-3-43 (presently New H-Nos. 3-65, 3-66 & 3-67), gold, cash etc., and the said immovable properties were allotted to Nagender @ Nagender Goud towards his respective share, thus he become the lawful pattadar and possessor of the said property. That V. Nagender also allowed the said R.Pochaiah to cultivate the said property keeping in view the poorness of R.Pochaiah.

4. My clients say that subsequent to demise of Late V.Shankaraiah, the said

R.Pochaiah also died. Thus, you Nos. 2 to 4 and your mother namely Smt. R. Sarojini had been requested Nagender to continue the cultivation works by them in the said property on the same terms imposed by Late V.Shankaraiah to Late R.Pochaiah as stated supra. The reason for allowing them for cultivating the said property is that on account of suffering with kidney problem and also held up in his job since Nagender was working in Hyderabad Allwyn Limited and not in a position to cultivate or supervise the said property. That Nagender had taken voluntary retirement about 30 years back, performed the marriage of my client No. 1 on 23-02-1996, and unfortunately died on 15-10-1997 due to Kidny problem leaving behind him his wife (you No. 1) and two daughters and two sons i.e., my clients herein as his legal heirs and successors-in-interest.

5. That the family tree of Veeramalla Shankaraiah @ Shankaraiah Goud is as follows :



6. My clients say that due to sudden death of Nagender, you No.1 used to look after the affairs of the family matters and you No.1 were acted as Karth of the joint family of you No.1 and my clients and allowed you Nos.2 to 4 and your mother Smt.R.Sarojini (presently she is no more) to cultivate the subject land in the same terms as fixed by Late V.Shanakaraiah having under the impression that the said property would be saved by them from the encroachments since for saving the properties also invest the money by the landlords. That the said property is HUF ancestral property of you No.1 and my clients. Moreover, on account of getting the jobs in the Indian Army by my client Nos. 2 & 4, who have been held up in the India

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Army and used to go to different places in all over India on account of their transfers. Further, on account of the marriages of my client Nos. 1 & 3, who have been living in their matrimonial homes with their husbands, thus all my clients were unable to visit said property and moreover, they were under the bona-fide impression that you No.1 is taking care of the said property and that the said property is safe under the supervision of you Nos.2 to 4 and Smt.R.Sarojini.

7. My clients say that on 20-11-2008, the marriage of my client No. 3 was performed by my client Nos. 2 & 4 with their own funds and taken care of you No.1 and my client No.1, thus all of them have been relinquished their joint share in the above said house in favour of my client Nos. 2 & 4 in an oral family settlement held among them in the presence of their common relatives, thus my client Nos. 2 & 4 become the lawful absolute owners and possessors of the same and presently only the said property is available among them for partition and each one is entitled to get one $1/5^{\text{th}}$ equal share in the said property.

8. My clients say that my client No. 2 was transferred to the Military Station, Secunderabad Cantonment and decided to develop the share of his and my other clients herein and requested you No. 1 for partition of the same with the separate metes and bounds into five shares, and thereby to allot them their four $1/5^{\text{th}}$ shares for their separate possession and enjoyment, but you No. 1 has not given any reply to them for the reasons best know to you. Thus, on 06-04-2025, my client No.1 has went to the said property along with one technical person to show him the said property for construction of the building, but after going there, he has shocked since in the major portion of the said property part of the apartment was constructed and in the remaining portion of the said property was developed as the children park. Further, remaining part of the said apartment was constructed in the land of neighbours and the said apartment was named as Block-A and further the said apartment and park were covered under a common compound wall constructed covering two other buildings i.e., Block No-B apartment and Amenities Block and

wrote as GR Mayoora & GR Builders to common and main gate fixed to said compound wall. So, my client No. 1 has questioned the watchmen and others, whoever available there at that time, about the construction of the said apartment i.e., Block-A and park developed illegally in the said property, then they said that you Nos. 2 to 4 and your mother namely Smt. R. Sarojini have sold the said property to you No.5 and thereafter you No. 5 has developed the same through you No. 6, which is rep by its partners i.e., you Nos. 7 to 9, who changed the nature of the said property as stated supra in collusion with you Nos. 10 to 14 by obtaining the building permission from you No. 15 and said to have been obtained the conversion orders from you Nos. 16 & 17. So, my client No. 1 has enquired the matter in the offices of you No. 16, 18 & 19 about the sale transactions if any taken place and also about the entries made in the pahanies besides obtaining the relevant documents to that effect, but on its verification he has shocked since father of you Nos. 2 to 4 had played fraud on his grand father and managed to illegally record his as the pattadar of the said property without issuing notice to his grand father and without getting proceedings to that effect and in the same manner the names of you Nos.2 to 4 and Smt. R. Sarojini were also recorded based on the said wrong entry of R. Pochaiah by playing the fraud on V. Nagender and based on the said entries, you Nos. 2 to 4 and your mother namely Smt. R. Sarojini have fraudulently created a false and fabricated regd. AGPA vide Doc. No. 3767/2021, dated: 07-02-2021 & regd. Sale Deed vide Doc. No. 10221/2003, dated: 24-08-2003 of SRO, Medchal in favour of you No. 5, who has also malafidely managed to record his name in the same manner with an intention to change the nature of the said property with any notice to my clients, thus you No.5 have executed a false and fabricated regd. Development Agreement-Cum-General Power of Attorney vide Doc. No. 6487/19, dated: 16-03-2019 in favour of you No. 6, rep by you Nos. 7 to 9 for developing the said property. That you Nos. 5 to 9 have malafidely obtained building permission and further all of you have colluded with you Nos. 10 to 13 & 15 and malafidely created some false and fabricated registered documents i.e., Simple Mortgage Without Possession vide Doc. Nos. 5974/2020 to

5976/2020, dated: 18-03-2020 & regd. Gift Deed (Road Widening vide Doc. No. 7095/2020, dated: 18-03-2020 of SRO, Quthbullapur. That you Nos. 5 to 13 have created a false and fabricated regd. Supplementary Agreement vide Doc. No. 21676/2021, dated 03-08-2021 of SRO, Quthbullapur. That you No. 6 have malafidely created a regd. Memorandum of Deposit of Title Deed vide Doc. No. 16421/2022, dated 01-06-2022 of SRO, Quthbullapur in favour of you No. 14 and said to have been obtained loan. That all the above said wrong entries made in the pahanies and the registered documents are illegal, void abinitio, nullity, non-est in the eye of law, fraud and not binding.

9. My clients say that R. Pochaiah was not having any lawful title or possession to get mutate his name with regards to the said property in the pahanies as the pattadar. That an oral enquiry being made my client in the office of you No. 2, he has learnt that there was no proceeding were issued to mutate the name of R. Pochaiah as the pattadar of the said property, thus mutating the names of you Nos.2 to 5 and Smt.R.Sarojini are in valid in the eye of law as stated supra. Thus the said illegal entries are to be recalled for proper maintenance of the records and further, you Nos. 16 & 17 are also liable to recalled the NALA proceedings if any sanctioned with regards to the said property since no notice was issued to my clients and you No.5 is not having any lawful title and possession. Further, you Nos. 15 are also liable to be recalled the building permission sanctioned with regards to the said property since except my clients and you No. 1, you Nos. 1 to 13 no one have any title, right, possession etc., in and over the said property. Further you Nos. 18 & 19 have also entrained the above said registrations without proper verification of the title of the executants and others, who approached to your office, thus all the said documents are false and fabricated and liable to be recalled by your good-selves on the ground of fraud.

10. My clients say that on 09-10-2025, they have questioned you No. 2 about the abovesaid fraudulent entries made in favour of your father and also in favour of you,

you Nos. 3 to 5 and Smt.R.Sarojini and you No.5, but you No.2 have malafidely denied the title of my clients and you No.1 in the said property. My clients have learnt through the reliable sources that you Nos. 5 to 10 are trying to sell the flats covered in the Apartment named as Block-A to the third parties for the common wrongful gain of all of you even though no lawful title or possession was conveyed upon all of you under the above said false and fabricated documents malafidely brought into existence as stated supra. In case, you Nos. 5 to 9 have sold the flats in the A-Block Apartment covered in the said property, you shall provide the documents to my clients to take appropriate legal steps against them also.

11. My clients say that you Nos. 5 to 9 are liable to handover the vacant possession of the said property by demolishing the said apartment and removing the park from the said property or with the existing apartment and park for the lawful possession and enjoyment of my clients and you No. 1 and to mutually cancel all the above said registered sale deeds etc., by you Nos. 2 to 15 to avoid future legal complications by approaching you Nos. 18 & 19 and also pay the damages for the illegal occupation and enjoyment.

Therefore, I hereby call upon you Nos. 5 to 9 to handover the vacant possession of the said property either by demolishing the said apartment named as Block-A and removing the children park made in the said property or with the existing structure of the apartment named as Blok-A and Children Park to my clients and you No. 1 within a period of one week from the date of receipt of this Legal Notice; I hereby call upon you Nos. 2 to 15 to cancel the registered AGPA vide Doc. No. 3767/2021, dated: 07.02,2021; regd. Sale Deed vide Doc. No. 10221/2003, dated: 24-08-2003; regd. Development Agreement-Cum-General Power of Attorney vide Doc. No. 6487/19, dated: 16-03-2019; regd. Simple Mortgage Without Possession vide Doc. Nos. 5974/2020 to 5976/2020, dated: 18-03-2020; & regd. Gift Deed (Road Widening vide Doc. No. 7095/2020, dated: 18-03-2020 of SRO, Quthbullapur; regd. Supplementary Agreement vide Doc. No. 21676/2021, dated 03-08-2021 of SRO,

Quthbullapur; and a regd. Memorandum of Deposit of Title Deed vide Doc. No. 16421/2022, dated 01-06-2022 of SRO, Quthbullapur subject to joined as the parties to those documents; I hereby call upon you Nos. 5 to 9 not to sell the flats covered in the apartment named as Block-A to the third parties after receipt of this Legal Notice and furnish the copy of the sale deeds if any made with regards to the flats covered in the said property within a period of one week from the date of receipt of this Legal Notice; I hereby call upon you Nos. 15 to recall the building permission if any sanctioned in favour of you Nos. 5 to 9 and provide the copy of the same to my clients within a period of one week from the date of receipt of this Legal Notice; I hereby call upon you No. 16 to recall the mutation orders if any passed for mutation of the names of Late R. Pochaiah or you Nos. 2 to 4 and Smt. R. Sarojini or you No. 5 as the pattadars of the said property in the pahanies. If no orders were passed to that effect delete the said entries treating as said entries as the wrong entries and to incorporate the names of V. Shankaraiah till a period of 1985 & V. Magender till a period of 1996 and the names of my clients and you Nos. since 1997 to till to-date as the pattadars of the said property and also to furnish the copies of the mutation orders if any available in your office with regards to the said property to my clients within a period of one week from the date of receipt of this Legal Notice; I hereby call upon you No. 16 & 17 to recall the NALA orders if any passed in favour of you No. 5 to 9 with regards to the said property; I hereby call upon you No. 1 to partition the said property after a period of one week from the date of handing over the same by you Nos. 5 to 9 as called upon them within a period of one week from the date of receipt of this Legal Notice; I hereby call upon you No. 15 to not to mutate the names of the prosed purchasers of the flats in the Block-A of the said property after receipt of this Legal Notice; I hereby call upon you No. 10 to not to entertain any registrations with regards to the flats covered in the Block-A of the said property after receipt of this Legal Notice; and I hereby call upon you Nos. 5 to 9 to pay monthly an amount of Rs. 2,00,000/- towards illegal occupation and enjoyment of the said property to my clients and you No.1 after receipt of this Legal Notice; Otherwise, my

clients shall be constrained to approach appropriate court of law and to initiate necessary civil and criminal legal action against all of you and in such an event all of you shall be solely responsible and liable for the costs and consequences incidental thereto.

The cost of this Legal Notice is Rs. 20,000/-, which you Nos. 2 to 9 are jointly and severally liable to be pay the same to my clients.

1. M. Kalpana
(Signature of Smt.M.Kalpana, 2. V. Shivaraj Goud
(Signature of V.Shivaraj Goud)

3. A. Anuradha
(Signature of Smt.A.Anuradha) 4. V. Chandra Mohan
(Signature of V. Chandra Mohan)

M. Shankar
(M.SHANKAR)
ADVOCATE

