



BANK GUARANTEE CONFIRMATION LETTER

TO,

Date 20.09.2013

Beneficiary Name & Address

Form Serial No. GTEE/ **315868**

The Commissioner, G.H.M.C.
Govt of Andhra Pradesh
B.R.K. Bhawan, Tank Bund Road,
Hyderabad - 500029

This covering letter is issued to be annexed to the Bank Guarantee No. 021GT02132630001
dated 20.09.2013 for the amount of Rs. 925000/-
(Rupees Nine lacs twenty five thousand only
) valid till 04-09-2018 issued by our branch.

Branch Address.

HDFC BANK LTD.
Usha Kiran Complex, S.D. Road,
SECUNDERABAD-500003.
Ph: 66141200, Fax: 040-66141228

This Bank Guarantee is issued on account of our customer stated below.

Applicant's Name & B & C Estates
Address 54-187/3 & 4, II floor, Soham Mansions
M.G. Road, Secunderabad - 500003

The Bank Guarantee is issued by the above mention branch under the joint signatures of

1. Mr./Ms. <u>A Durga Prasad Rao</u> Designation: <u>Asst. Vice President</u> P. A. No. <u>B0863</u>	2. Mr./Ms. <u>Linga Srinivas</u> Designation: <u>Sr. Manager</u> P. A. No. <u>B3940</u>
--	---

Confirmation of this guarantee if the same is desired, should be obtained from the above mentioned branch.

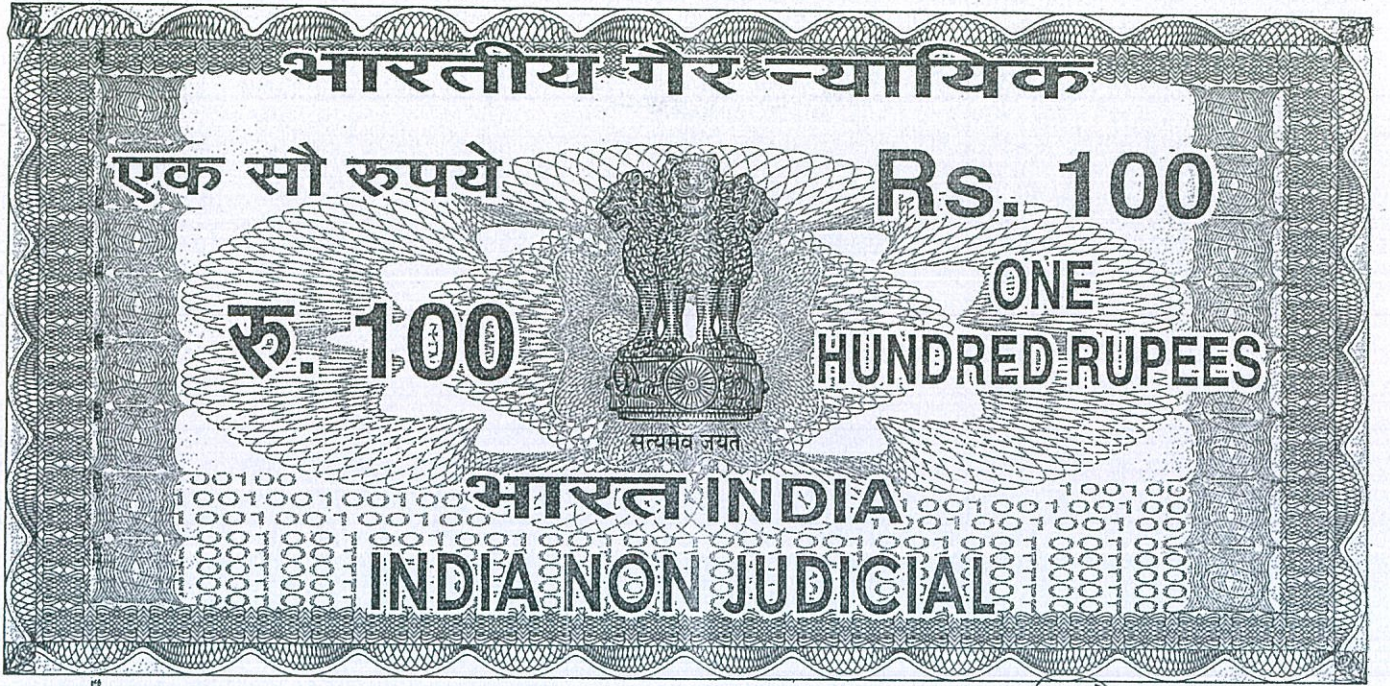
For HDFC Bank Limited

Authorised Signatory:

Name: B. Nageswara Rao
Designation: Sr. Manager



** This letter forms an integral part of the Bank Guarantee issued. This should be returned along with the Bank Guarantee to the bank in all cases with respect to cancellation or invocation.



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 3285 Date 3/9/13 Rs. 100/-
Sold to M. Jaya Prakash
S/o D/o. W/o. M. Venkataiah
for whom B & C Estates.

MD AK 951517
Maryala Kumar
Licensed Stamp Vendor
Licence No.15-16-033/2012
2-181, Ponnal (V),
Shamirpet (M), R.R. Dist.
Pin Code:500 078. Cell.No.9010570113

OUR GTEE REF NO. : 021GT02132630001
USER REFERENCE NO. : 1147GT0213G00860
BENEFICIARY : GOVT. OF ANDHRA PRADESH
BG AMOUNT : INR 925,000.00
ISSUE DATE : 20-SEP-2013
EXPIRY DATE : 04-SEP-2018
CLAIM DATE : 04-SEP-2018

To
The Commissioner,
GHMC,
Hyderabad.

BANKGUARANTEE

We M/s. B & C Estates a partnership firm, having its registered office at 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad- 500 003 represented by its Managing Partner Shri. Soham Modi is required to furnish a Bank Guarantee to the Commissioner, GHMC, Hyderabad for a sum of **Rs.9,25,000/-** (Rupees Nine Lakhs and Twenty Five

For HDFC BANK LTD.
Authorized Signatory

HDFC BANK LTD.
Usha Kiran Complex, S.D. Road,
SECUNDERABAD-500 003.
Ph.: 66141200, Fax: 040-66141226

For HDFC BANK LTD.
Authorized Signatory

021GT02132630001

Thousand only) as per the G.O.Ms. No. 168 dated 07.04.2012 Clause 15 (XI) for providing Solar Water Heating system and Solar Lighting system in the proposed building and in the proposed site outdoor lighting etc., in respect of the land situated at Survey No. 2/1/1, 183, 184, 190 & 191 situated at Mallapur Village, GHMC Kapra Circle, Uppal Mandal, Hyderabad, Ranga Reddy District.

HDFC Bank Limited, S. D. Road Branch, Secunderabad hereby undertakes to pay to the Commissioner, GHMC, the said sum of Rs.9,25,000/- (Rupees Nine Lakhs and Twenty Five Thousand only) on written demand. The Bank undertakes not to revoke the guarantee only its currency without a written authority from the Commissioner, GHMC. The Commissioner, GHMC shall be entitled to claim amounts at any time if the party fails to comply the for providing Solar Water Heating system and Solar Lighting system in the building and in the site outdoor lighting. The Commissioner, GHMC shall have discretion to revoke guarantee any time during its validity. This guarantee shall be in force for a period from 20-Sep-2013 to 04-Sep-2018 and our liability under this guarantee is restricted to Rs. 9,25,000/- (Rupees Nine Lakhs and Twenty Five Thousand only). This Bank Guarantee shall be in force for a period upto 04-Sep-2018 unless the demand or claim under this guarantee is made on its in writing on or before 04-Sep-2018. We shall be discharged from all liabilities under the guarantee thereafter.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

1. Our liability under this Bank Guarantee shall not exceed Rs. 9,25,000/- (Rupees Nine Lakhs and Twenty Five Thousand only).
 2. This Bank Guarantee will be valid up to 04-Sep-2018.
 3. We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 04-Sep-2018.
 4. All claims under the guarantee will be payable at Hyderabad.
- 'This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled'
- The BG Confirmation Letter No.GTEE/315868 is an integral Part of the BG No.021GT02132630001
- Dated 20.09.2013.

Place: Secunderabad.
Date : 20.09.2013

For HDFC BANK LTD.

Authorized Signatory

HDFC BANK LTD.
Usha Kiran Complex, S.D. Road,
SECUNDERABAD-500 003.
Ph.: 66141200, Fax: 041-33141200

For HDFC BANK LTD.

Authorized Signatory



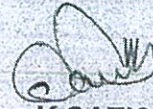
తెలంగాణ తెలంగాణ TELANGANA

S.No. 17626 Date: 24-09-2019

Sold to: MAHENDAR

S/o. MALLESH

For: B&C ESTATES

 021213

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-025/2018

Plot No.227, Opp.Back Gate of City Civil Court

West Marredpally, Sec'bad. Mobile: 9849355156

Date: 30th December 2019.

To,
The Manager,
HDFC Bank Ltd.,
S. D. Road, Secunderabad.

Dear Sir / Madam,

Ref: Cancellation of Bank Guarantee Ref.1147GT0213G00860 Dated 20.09.2013
favoring The Commissioner, GHMC for Rs.9,25,000/-

We are enclosing herewith above referred (1147GT0213G00860 Dated 20.09.2013 favoring: The Commissioner, GHMC for Rs.9,25,000/- (Rupees Nine Lakhs and Twenty Five Thousand only) (if any), for cancellation of the above mentioned guarantee. we request to cancel the bank guarantee under the following reason. (Tick relevant box).

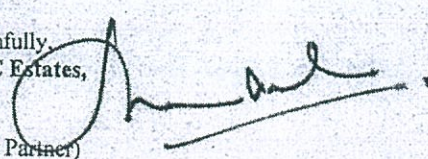
We have fulfilled all our obligations under the said guarantee/s.

Others (Please specify) – NIL.

We understand that as per the process, Beneficiary's discharge letter is required for cancellation of bank guarantee. We request you to kindly cancel the above mentioned guarantee without insisting upon the discharge letter/ (Bank Guarantee No.1147GT0213G00860 Dated 20.09.2013). In consideration of the same, we hereby undertake to indemnify the Bank against all possible losses / claims to the extent of any amount that may arise out of the cancellation of the above mentioned Live bank guarantee.

Thanking you,

Yours faithfully,
For B & C Estates,


(Managing Partner)

Enclosed: Xerox copy of Bank Guarantee.



We understand your world

M/S. B AND C ESTATES
5-4-18/7/3 AND 4-2ND FLOOR
SOHAM MANSLON M.G. ROAD
SECUNDERABAD-500003 INDIA

Deposit Account Number
Cust ID of 1st Applicant
Deposit Branch Name
Deposit Type

50300012807712
20514428 PAN NO: AAHF7046A
SECUNDERABAD
REINVEST- DEPOSIT
Renewal Advice

Pan

Deposit amount (in Rs.)	Deposit start date	Period of deposit	Rate of interest (% p.a.)	Deposit maturity date	Maturity amount (in Rs.)
14,26,933.70	05 Dec 2019	12 Month s 16 Day (s)	6.30	21 Dec 2020	15,23,179.0

Deposit Amount (in words) : RUPEES FOURTEEN LAKH TWENTY SIX THOUSAND NINE HUNDRED THIRTY THREE AND PAISE SEVENTY ONLY

Code of Operations : as per account operating instruction
Nomination : Not Registered
Interest Payment Frequency : AT MATURITY
Maturity Instructions : RENEW PRINCIPAL AND INTEREST

"This is a computer generated advice, hence do not require the signature"

IMPORTANT "As per section 206AA introduced by Finance (No. 2) Act, 2009 w.e.f. 01.04.2010, every person who receives income on which TDS is deductible shall furnish his PAN, failing which TDS shall be deducted at the rate of 20% (as against 10% which is existing TDS rate) in case of Domestic deposits and 30.90% in case of NRO deposits. Please further note that in the absence of PAN as per CBDT circular no: 03/11, TDS certificate will not be issued. Form 15G/H and other exemption certificates will be invalid even if submitted and Penal TDS will be applicable. TDS is not applicable on NRE deposit

Please read reverse for applicability of the TDS and Form 15G / 15H requirements. For more information log on to www.hdfcbank.com

Thank you for banking with us,

"This is a computer generated advice, hence does not require any signature"

B & C ESTATES

o/c

5-4-187/3 & 4, II Floor,
Soham Mansion, M. G. Road,
Secunderabad - 500 003.
Ph.Nos. 040-66 33 5551/2/3.

DL 20th September 2019.

To
The Branch Manager,
HDFC Bank,
S. D. Road,
Secunderabad.

Dear Sir,

Sub: Cancellation of Bank Guarantee

Ref: Bank Guarantee No. 021 GT 02132630001
Dated 20.09.2013 for Rs. 9,25,000/-

We have obtained the above referred Bank Guarantee from you on 20.09.2013 against lien on Fixed Deposit of Rs. 9,25,000/- and the same submitted to GHMC to get release our Multi-storied building proposals to construct residential apartments consisting six blocks (i.e., A to F blocks) in Sy. Nos. 2/1/1, 183, 184, 190 & 191 situated Mallapur Village, Uppal Mandal, Medchal District, Telangana.

We have completed the construction of the entire project and have obtained Occupancy Certificates for all blocks. (Copies enclosed).

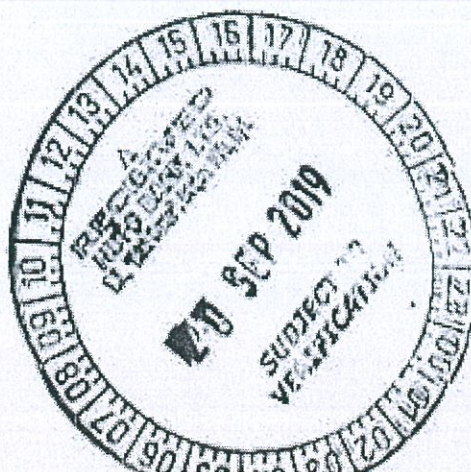
In this connection we bring to your notice that the above said bank guarantee was valid up to 04th September 2018. Hence we request you to cancel the lien on the Fixed deposit and credit the amount to our current account No. 00422320004620 with interest.

Thank you,

Yours sincerely
For BNC Estates,

(Soham Modi).

Encl: As above



M. A. LATEEF

Advocate

Flat No. 403, Classic Mustafa Towers,
Mallepally, Hyderabad – 500 001.
Mobile No.9985338487

Date: 07th February 2020.

To,
The Branch Manager,
HDFC Bank Limited,
Ground Floor, Usha Kiran Complex,
S D. Road, Secunderabad.

Sub: Demand for Release and refund of the fixed deposit of Rs.925000/-

**Ref: 1. Bank Guarantee No: 021 GT 02132630001 Dated 20-09-2013
for Rs.9, 25,000/-
2. Fixed deposit No. 50300012807712**

Attn: Mr. Reddy Gorantla – State Head Trade

Under Instructions from my client M/s B & C Estates I hereby address you as follows :

Against the above referred bank guarantee for the purpose of bank Guarantee, My client B & C Estates had provided fixed deposit by way of Specific lien for an amount of 925000/-. The bank guarantee was applied on 28 September 2013 with specific request for validity up to 4th September 2018, accordingly the bank guarantee was issued For the Beneficiary "The Commissioner GHMC Hyderabad" for the said amount clearly mentioning that it was to remain in force only up to 4th September 2018.

The bank guarantee has expired and lapsed by passage of time as mentioned in the bank guarantee after 4 September 2018. That the contract of bank guarantee has expired and become null and void after September 4 2018 and is no longer an enforceable contract. The Bank Guarantee is the contract primarily between HDFC and B & C Estates and enforceable by beneficiary only during validity period ending on 24-09-2018. beneficiary has no subsisting right. The HDFC and The B & C Estates have no subsisting obligations after 24-09-2018.

The amount of fixed deposit kept with your bank is no longer available for or the purpose of Lien for bank guarantee, as the main contract of bank guarantee has expired and rendered unenforceable. The bank has no right of any lien over the fixed deposit anymore. M/s. B & C Estates have demanded the refund of the fixed deposit held by you upon which you do not have any lien anymore after the expiry of the bank guarantee. Despite several demands and representations in writing you have failed to refund the amount of the fixed deposit kept as Lien against the expired bank guarantee. Please note that B and C estates have cancelled the lien over the fixed deposit in your favor and have made the fixed deposit free of all the charges and Liens. Once again to make matters very clear B& C Estates hereby cancel the Lien in favor of the bank in respect of the fixed deposit kept against the bank guarantee issued under the reference and hence the same is not enforceable by the bank anymore.

Further during the several demands made by B & C Estates the bank had instead that B & C Estates should provide letter of indemnity ,despite the fact that the bank guarantee is no longer in force, and being in urgency for the funds to get release from the fixed deposit B & C Estates was compelled to issue such an indemnity which was not a requisite and legitimate demand on the part of HDFC Bank Limited.; But for the satisfaction of HDFC Bank Indemnity was also furnished on 30th of December 2019 which has been received under acknowledgement by the HDFC Bank.



M. A. LATEEF

Advocate

Flat No. 403, Classic Mustafa Towers,
Mallepally, Hyderabad – 500 001.
Mobile No.9985338487

-2-

7. The HDFC bank and its employees are like school children and harassing B & C Estates and denying and refusing to release the fixed deposit amount kept as Lien by B & C Estates as aforesaid mentioned. The act of bank in withholding the fixed deposit of B & C Estates amounts to Unlawful and illegal act and which shall attract Civil and criminal liability if not released despite this final demand immediately within 24 hours. You are having an ulterior motive to deprive B & C Estates of its right over its Money in Fixed deposit and thereby making unlawful gains and putting B & C Estates to unlawful loss with full Knowledge that you are indulging in unlawful acts and wrongfully restraining B & C Estates from encashing the fixed deposit.
8. B & C Estates will be constrained to take such legal action so as to recover damages suffered due to the unreasonable and unfounded harassment by withholding of fixed deposit for more than a year and second the B & C Estates will take steps to recover damages by way of interest @ 18% from 5th September 2018 till this date against the fixed deposit not released despite demands apart from such other and for the further action that may be deemed necessary and advised to be B & C Estates by the team of lawyers.


M. A. Lateef.
Advocate

Copy to Mr. Rajesh. Thota – Manager Trade Finance.
Copy to Mr. Rajendra. Donepudi – Asst, Senior Manager Trade

<Track on www.indiapost.gov.in/
<Dial 1800 266 6868>

भारतीय डाक

RH190065760IN IVR:8278190065760
RL VIJAY NAGAR COLONY S.O <500057 India Post
Counter No:2,11/02/2020,14:02
To:REDDY BORANTLA,-
PIN:500034, Banjara Hills S.O
From:M A LATEEF,-
Wt:20gms
Amt:25.00(Cash)
<Track on www.indiapost.gov.in/
<Dial 1800 266 6868>



Sign In Register



हिन्दी



[You are here](#) [Home](#) >> [Track Consignment](#)

Track Consignment

[Quick help](#)

* Indicates a required field.

* Consignment Number

RN190065773IN

[Track More](#)

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivery Confirmed On
Vijay Nagar Colony S.O	11/02/2020 14:03:59	500034	25.00	Registered Letter	Banjara Hills S.O	12/02/2020 15:38:02

Event Details For : RN190065773IN

Current Status : Item Delivery Confirmed

Date	Time	Office	Event
12/02/2020	15:38:02	Banjara Hills S.O	Item Delivery Confirmed
12/02/2020	12:40:53	Banjara Hills S.O(Beat Number:9)	Item Delivered [To: HDFC(Addressee)]
12/02/2020	10:50:24	Banjara Hills S.O	Out for Delivery
12/02/2020	09:21:24	Banjara Hills S.O	Item Received
12/02/2020	06:58:29	Hyderabad TMO	Item Dispatched
12/02/2020	06:53:55	Hyderabad TMO	Item Received
12/02/2020	04:43:48	Hyderabad CRC L1R	Item Dispatched
12/02/2020	03:14:41	Hyderabad CRC L1R	Item Bagged
11/02/2020	23:01:17	Hyderabad CRC L1R	Item Received
11/02/2020	15:47:29	Vijay Nagar Colony S.O	Item Dispatched
11/02/2020	15:11:24	Vijay Nagar Colony S.O	Item Bagged
11/02/2020	14:03:59	Vijay Nagar Colony S.O	Item Booked

[Home](#)
[About Us](#)
[Forms](#)
[Opportunities](#)
[Holidays](#)

M. A. LATEEF

Advocate

Flat No. 403, Classic Mustafa Towers,
Malleshpally, Hyderabad – 500 001.
Mobile No.9985338487

Date: 07th February 2020.

To,
The Branch Manager,
HDFC Bank Limited,
Ground Floor, Usha Kiran Complex,
S D. Road, Secunderabad.

Sub: Demand for Release and refund of the fixed deposit of Rs.925000/-

**Ref: 1. Bank Guarantee No: 021 GT 02132630001 Dated 20-09-2013
for Rs.9, 25,000/-
2. Fixed deposit No. 50300012807712**

Attn: Mr. Rajendra. Donepudi – Asst, Senior Manager Trade

Under Instructions from my client M/s B & C Estates I hereby address you as follows :

1. Against the above referred bank guarantee for the purpose of bank Guarantee, My client B & C Estates had provided fixed deposit by way of Specific lien for an amount of 925000/-. The bank guarantee was applied on 28 September 2013 with specific request for validity up to 4th September 2018, accordingly the bank guarantee was issued For the Beneficiary "The Commissioner GHMC Hyderabad" for the said amount clearly mentioning that it was to remain in force only up to 4th September 2018.
2. The bank guarantee has expired and lapsed by passage of time as mentioned in the bank guarantee after 4 September 2018. That the contract of bank guarantee has expired and become null and void after September 4 2018 and is no longer an enforceable contract. The Bank Guarantee is the contract primarily between HDFC and B & C Estates and enforceable by beneficiary only during validity period ending on 24-09-2018. beneficiary has no subsisting right. The HDFC and The B & C Estates have no subsisting obligations after 24-09-2018.
3. The amount of fixed deposit kept with your bank is no longer available for or the purpose of Lien for bank guarantee, as the main contract of bank guarantee has expired and rendered unenforceable. The bank has no right of any lien over the fixed deposit anymore. M/s. B & C Estates have demanded the refund of the fixed deposit held by you upon which you do not have any lien anymore after the expiry of the bank guarantee. Despite several demands and representations in writing you have failed to refund the amount of the fixed deposit kept as Lien against the expired bank guarantee. Please note that B and C estates have cancelled the lien over the fixed deposit in your favor and have made the fixed deposit free of all the charges and Liens. Once again to make matters very clear B& C Estates hereby cancel the Lien in favor of the bank in respect of the fixed deposit kept against the bank guarantee issued under the reference and hence the same is not enforceable by the bank anymore.
4. Further during the several demands made by B & C Estates the bank had instead that B & C Estates should provide letter of indemnity ,despite the fact that the bank guarantee is no longer in force, and being in urgency for the funds to get release from the fixed deposit B & C Estates was compelled to issue such an indemnity which was not a requisite and legitimate demand on the part of HDFC Bank Limited.; But for the satisfaction of HDFC Bank Indemnity was also furnished on 30th of December 2019 which has been received under acknowledgement by the HDFC Bank.



M. A. LATEEF

Advocate

Flat No. 403, Classic Mustafa Towers,
Malleshpally, Hyderabad – 500 001.
Mobile No.9985338487

-2-

5. The HDFC bank and its employees are like school children and harassing B & C Estates and denying and refusing to release the fixed deposit amount kept as Lien by B & C Estates as aforesaid mentioned. The act of bank in withholding the fixed deposit of B & C Estates amounts to Unlawful and illegal act and which shall attract Civil and criminal liability if not released despite this final demand immediately within 24 hours. You are having an ulterior motive to deprive B & C Estates of its right over its Money in Fixed deposit and thereby making unlawful gains and putting B & C Estates to unlawful loss with full Knowledge that you are indulging in unlawful acts and wrongfully restraining B & C Estates from encashing the fixed deposit.
6. B & C Estates will be constrained to take such legal action so as to recover damages suffered due to the unreasonable and unfounded harassment by withholding of fixed deposit for more than a year and second the B & C Estates will take steps to recover damages by way of interest @ 18% from 5th September 2018 till this date against the fixed deposit not released despite demands apart from such other and for the further action that may be deemed necessary and advised to be B & C Estates by the team of lawyers.



M. A. Lateef.
Advocate

Copy to Mr. Rajesh. Thota – Manager Trade Finance
Copy to Mr. Reddy. Gorantla – State Head Trade

RM190065773IN IVR:8278190065773
RL VIJAY NAGAR COLONY S.O.
Counter No:2,11/02/2020,14:02
To:RAJENDRA DOREPUDI,-
PIN:500034, Banjara Hills S.O
From:M A LATEEF,-
Wt:20gms
Amt:25.00(Cash)
<Track on www.indiapost.gov.in>

[Sign In](#)[Register](#)[न](#)[ॐ](#)[हिन्दी](#)[You are here Home>> Track Consignment](#)

Track Consignment

[Quick help](#)

* Indicates a required field.

* Consignment Number

[Track More](#)

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivery Confirmed On
Vijay Nagar Colony S.O	11/02/2020 14:03:59	500034	25.00	Registered Letter	Banjara Hills S.O	12/02/2020 15:38:02

Event Details For : RN190065760IN

Current Status : Item Delivery Confirmed

Date	Time	Office	Event
12/02/2020	15:38:02	Banjara Hills S.O	Item Delivery Confirmed
12/02/2020	12:40:53	Banjara Hills S.O(Beat Number:9)	Item Delivered [To: HDFC(Addressee)]
12/02/2020	10:50:24	Banjara Hills S.O	Out for Delivery
12/02/2020	09:21:24	Banjara Hills S.O	Item Received
12/02/2020	06:58:29	Hyderabad TMO	Item Dispatched
12/02/2020	06:53:55	Hyderabad TMO	Item Received
12/02/2020	04:43:48	Hyderabad CRC L1R	Item Dispatched
12/02/2020	03:14:41	Hyderabad CRC L1R	Item Bagged
11/02/2020	23:01:17	Hyderabad CRC L1R	Item Received
11/02/2020	15:47:29	Vijay Nagar Colony S.O	Item Dispatched
11/02/2020	15:11:24	Vijay Nagar Colony S.O	Item Bagged
11/02/2020	14:03:59	Vijay Nagar Colony S.O	Item Booked

[Home](#)
[About Us](#)
[Forms](#)
[Opportunities](#)
[Holidays](#)

M. A. LATEEF

Advocate

Flat No. 403, Classic Mustafa Towers,
Malleshpally, Hyderabad – 500 001.
Mobile No.9985338487

Date: 07th February 2020.

To,
The Branch Manager,
HDFC Bank Limited,
Ground Floor, Usha Kiran Complex,
S D. Road, Secunderabad.

Sub: Demand for Release and refund of the fixed deposit of Rs.925000/-

**Ref: 1. Bank Guarantee No: 021 GT 02132630001 Dated 20-09-2013
for Rs.9, 25,000/-
2. Fixed deposit No. 50300012807712**

Under Instructions from my client M/s B & C Estates I hereby address you as follows :

1. Against the above referred bank guarantee for the purpose of bank Guarantee, My client B & C Estates had provided fixed deposit by way of Specific lien for an amount of 925000/- . The bank guarantee was applied on 28 September 2013 with specific request for validity up to 4th September 2018, accordingly the bank guarantee was issued For the Beneficiary "The Commissioner GHMC Hyderabad" for the said amount clearly mentioning that it was to remain in force only up to 4th September 2018.
2. The bank guarantee has expired and lapsed by passage of time as mentioned in the bank guarantee after 4 September 2018. That the contract of bank guarantee has expired and become null and void after September 4 2018 and is no longer an enforceable contract. The Bank Guarantee is the contract primarily between HDFC and B & C Estates and enforceable by beneficiary only during validity period ending on 24-09-2018. beneficiary has no subsisting right. The HDFC and The B & C Estates have no subsisting obligations after 24-09-2018.
3. The amount of fixed deposit kept with your bank is no longer available for or the purpose of Lien for bank guarantee, as the main contract of bank guarantee has expired and rendered unenforceable. The bank has no right of any lien over the fixed deposit anymore. M/s. B & C Estates have demanded the refund of the fixed deposit held by you upon which you do not have any lien anymore after the expiry of the bank guarantee. Despite several demands and representations in writing you have failed to refund the amount of the fixed deposit kept as Lien against the expired bank guarantee. Please note that B and C estates have cancelled the lien over the fixed deposit in your favor and have made the fixed deposit free of all the charges and Liens. Once again to make matters very clear B& C Estates hereby cancel the Lien in favor of the bank in respect of the fixed deposit kept against the bank guarantee issued under the reference and hence the same is not enforceable by the bank anymore.
4. Further during the several demands made by B & C Estates the bank had instead that B & C Estates should provide letter of indemnity ,despite the fact that the bank guarantee is no longer in force, and being in urgency for the funds to get release from the fixed deposit B & C Estates was compelled to issue such an indemnity which was not a requisite and legitimate demand on the part of HDFC Bank Limited.; But for the satisfaction of HDFC Bank Indemnity was also furnished on 30th of December 2019 which has been received under acknowledgement by the HDFC Bank.



M. A. LATEEF

Advocate

Flat No. 403, Classic Mustafa Towers,
Mallepally, Hyderabad – 500 001.
Mobile No.9985338487

-2-

5. The HDFC bank and its employees are like school children and harassing B & C Estates and denying and refusing to release the fixed deposit amount kept as Lien by B & C Estates as aforesaid mentioned. The act of bank in withholding the fixed deposit of B & C Estates amounts to Unlawful and illegal act and which shall attract Civil and criminal liability if not released despite this final demand immediately within 24 hours. You are having an ulterior motive to deprive B & C Estates of its right over its Money in Fixed deposit and thereby making unlawful gains and putting B & C Estates to unlawful loss with full Knowledge that you are indulging in unlawful acts and wrongfully restraining B & C Estates from encashing the fixed deposit.
6. B & C Estates will be constrained to take such legal action so as to recover damages suffered due to the unreasonable and unfounded harassment by withholding of fixed deposit for more than a year and second the B & C Estates will take steps to recover damages by way of interest @ 18% from 5th September 2018 till this date against the fixed deposit not released despite demands apart from such other and for the further action that may be deemed necessary and advised to be B & C Estates by the team of lawyers.


M. A. Lateef.
Advocate

Copy to Mr. Rajesh. Thota – Manager Trade Finance
Copy to Mr. Rajendra. Donepudi – Asst, Senior Manager Trade
Copy to Mr. Reddy. Gorantla – State Head Trade

<Dial 1800 266 6868>



RN190065756IN IVR:8278190065756
RL VIJAY NAGAR COLONY S.O <500057>
Counter No:2,11/02/2020,14:02
To:THE BR MANAGER,HDFC BANK
PIN:500003, Secunderabad H.O
From:M A LATEEF,-
Wt:20gms
Amt:25.00(Cash)



Sign In Register



हिन्दी



[You are here](#) [Home](#) >> [Track Consignment](#)

Track Consignment

[Quick help](#)

* Indicates a required field.

* Consignment Number

RN190065756IN

[Track More](#)

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivery Confirmed On
Vijay Nagar Colony S.O	11/02/2020 14:03:59	500003	25.00	Registered Letter	Secunderabad H.O	12/02/2020 18:07:26

Event Details For : RN190065756IN

Current Status : Item Delivery Confirmed

Date	Time	Office	Event
12/02/2020	18:07:26	Secunderabad H.O	Item Delivery Confirmed
12/02/2020	13:57:37	Secunderabad H.O(Beat Number:7)	Item Delivered [To: HDFC(Article Receipt Room)]
12/02/2020	10:19:17	Secunderabad H.O	Out for Delivery
12/02/2020	09:09:45	Secunderabad H.O	Item Received
11/02/2020	23:01:17	Hyderabad CRC L1R	Item Received
11/02/2020	15:47:29	Vijay Nagar Colony S.O	Item Dispatched
11/02/2020	15:11:24	Vijay Nagar Colony S.O	Item Bagged
11/02/2020	14:03:59	Vijay Nagar Colony S.O	Item Booked

[Home](#)

[About Us](#)

[Forms](#)

[Opportunities](#)

[Holidays](#)

[Feedback](#)

[Right To Information](#)

[Tenders India](#)

[Related sites](#)

M. A. LATEEF

Advocate

Flat No. 403, Classic Mustafa Towers,
Mallepally, Hyderabad – 500 001.
Mobile No.9985338487

Date: 07th February 2020.

To,
The Branch Manager,
HDFC Bank Limited,
Ground Floor, Usha Kiran Complex,
S D. Road, Secunderabad.

Sub: Demand for Release and refund of the fixed deposit of Rs.925000/-

**Ref: 1. Bank Guarantee No: 021 GT 02132630001 Dated 20-09-2013
for Rs.9, 25,000/-**

2. Fixed deposit No. 50300012807712

Attn: Mr. Rajesh Thota – Manager Trade Finance

Under Instructions from my client M/s B & C Estates I hereby address you as follows :

1. Against the above referred bank guarantee for the purpose of bank Guarantee, My client B & C Estates had provided fixed deposit by way of Specific lien for an amount of 925000/-. The bank guarantee was applied on 28 September 2013 with specific request for validity up to 4th September 2018, accordingly the bank guarantee was issued For the Beneficiary "The Commissioner GHMC Hyderabad" for the said amount clearly mentioning that it was to remain in force only up to 4th September 2018.
2. The bank guarantee has expired and lapsed by passage of time as mentioned in the bank guarantee after 4 September 2018. That the contract of bank guarantee has expired and become null and void after September 4 2018 and is no longer an enforceable contract. The Bank Guarantee is the contract primarily between HDFC and B & C Estates and enforceable by beneficiary only during validity period ending on 24-09-2018. beneficiary has no subsisting right. The HDFC and The B & C Estates have no subsisting obligations after 24-09-2018.
3. The amount of fixed deposit kept with your bank is no longer available for or the purpose of Lien for bank guarantee, as the main contract of bank guarantee has expired and rendered unenforceable. The bank has no right of any lien over the fixed deposit anymore. M/s. B & C Estates have demanded the refund of the fixed deposit held by you upon which you do not have any lien anymore after the expiry of the bank guarantee. Despite several demands and representations in writing you have failed to refund the amount of the fixed deposit kept as Lien against the expired bank guarantee. Please note that B and C estates have cancelled the lien over the fixed deposit in your favor and have made the fixed deposit free of all the charges and Liens. Once again to make matters very clear B& C Estates hereby cancel the Lien in favor of the bank in respect of the fixed deposit kept against the bank guarantee issued under the reference and hence the same is not enforceable by the bank anymore.
4. Further during the several demands made by B & C Estates the bank had instead that B & C Estates should provide letter of indemnity ,despite the fact that the bank guarantee is no longer in force, and being in urgency for the funds to get release from the fixed deposit B & C Estates was compelled to issue such an indemnity which was not a requisite and legitimate demand on the part of HDFC Bank Limited.; But for the satisfaction of HDFC Bank Indemnity was also furnished on 30th of December 2019 which has been received under acknowledgement by the HDFC Bank.



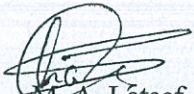
M. A. LATEEF

Advocate

Flat No. 403, Classic Mustafa Towers,
Mallepally, Hyderabad – 500 001.
Mobile No.9985338487

-2-

5. The HDFC bank and its employees are like school children and harassing B & C Estates and denying and refusing to release the fixed deposit amount kept as Lien by B & C Estates as aforesaid mentioned. The act of bank in withholding the fixed deposit of B & C Estates amounts to Unlawful and illegal act and which shall attract Civil and criminal liability if not released despite this final demand immediately within 24 hours. You are having an ulterior motive to deprive B & C Estates of its right over its Money in Fixed deposit and thereby making unlawful gains and putting B & C Estates to unlawful loss with full Knowledge that you are indulging in unlawful acts and wrongfully restraining B & C Estates from encashing the fixed deposit.
6. B & C Estates will be constrained to take such legal action so as to recover damages suffered due to the unreasonable and unfounded harassment by withholding of fixed deposit for more than a year and second the B & C Estates will take steps to recover damages by way of interest @ 18% from 5th September 2018 till this date against the fixed deposit not released despite demands apart from such other and for the further action that may be deemed necessary and advised to be B & C Estates by the team of lawyers.


M. A. Lateef.
Advocate

Copy to Mr. Rajendra. Donepudi – Asst, Senior Manager Trade
Copy to Mr. Reddy. Gorantla – State Head Trade

<Dial 1800 266 6868>

भारतीय डाक



RN190065787IN IVR:8278190065787 India Post

RL VIJAY NAGAR COLONY S.O <500057>

Counter No:2,11/02/2020,14:02

To:RAJESH THOTA,-

PIN:500003, Secunderabad H.O

From:M A LATEEF,-

Wt:20gms

Amt:25.00(Cash)

<Track on www.indiapost.gov.in>

[Sign In](#) [Register](#)[हिन्दी](#)[You are here Home>> Track Consignment](#)

Track Consignment

[Quick help](#)

* Indicates a required field.

* Consignment Number

[Track More](#)

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivery Confirmed On
Vijay Nagar Colony S.O	11/02/2020 14:03:59	500003	25.00	Registered Letter	Secunderabad H.O	12/02/2020 18:07:26

Event Details For : RN190065787IN

Current Status : Item Delivery Confirmed

Date	Time	Office	Event
12/02/2020	18:07:26	Secunderabad H.O	Item Delivery Confirmed
12/02/2020	13:57:48	Secunderabad H.O(Beat Number:7)	Item Delivered [To: HDFC(Article Receipt Room)]
12/02/2020	10:19:17	Secunderabad H.O	Out for Delivery
12/02/2020	09:09:45	Secunderabad H.O	Item Received
12/02/2020	04:31:40	Hyderabad CRC L1R	Item Dispatched
12/02/2020	01:56:58	Hyderabad CRC L1R	Item Bagged
11/02/2020	23:01:17	Hyderabad CRC L1R	Item Received
11/02/2020	15:47:29	Vijay Nagar Colony S.O	Item Dispatched
11/02/2020	15:11:24	Vijay Nagar Colony S.O	Item Bagged
11/02/2020	14:03:59	Vijay Nagar Colony S.O	Item Booked

[Home](#)[About Us](#)[Forms](#)[Opportunities](#)[Holidays](#)[Feedback](#)[Right To Information](#)



lateef MA <lateefmaharoon@gmail.com>

Notice for refund of Fixed deposit

1 message

lateef MA <lateefmaharoon@gmail.com>
To: reddy.gorantla@hdfcbank.com

Tue, Feb 11, 2020 at 10:49 AM

Kind attention Mr.Reddy Gorantla kindly find the attachment.

Regards
M.A.Lateef
Advocate

 Notice to HDFC Bank.docx
18K



lateef MA <lateefmaharoon@gmail.com>

Notice for refund of Fixed deposit

1 message

lateef MA <lateefmaharoon@gmail.com>
To: rajendra.donepudi@hdfcbank.com

Tue, Feb 11, 2020 at 10:47 AM

Kind attention Mr.Rajendra Donupudi kindly find the attachment,

Regards
M.A.Lateef
Advocate



Notice to HDFC Bank.docx
18K



Notice for refund of Fixed deposit

2 messages

Tue, Feb 11, 2020 at 10:44 AM

lateef MA <lateefmaharoon@gmail.com>
To: rajesh.thota@hdfcbank.com

kind attention Mr.Rajesh Thota kindly find the attachment.

Regards
M.A.Lateef
Advocate

Notice to HDFC Bank.docx
18K

Rajesh.Thota@hdfcbank.com <Rajesh.Thota@hdfcbank.com>
To: lateef MA <lateefmaharoon@gmail.com>

Fri, Feb 14, 2020 at 9:46 AM

Dear Sir

Kindly submit to Branch Manager.

Regards

T Rajesh
Retail Trade & Fx Services || Hyderabad.
Mobile: 9392775860

We understand your world

Exports | Imports | Bank Guarantee | Letter of Credit | FDI | ODI | Buyer's Credit | ECB
| Miscellaneous Remittances | FCY Cash | Forex Plus Card | FCY DD

Correspondent bank details - [http://www.hdfcbank.com/assets/popuppages/overseas_correspondent_bankers_details.htm?](http://www.hdfcbank.com/assets/popuppages/overseas_correspondent_bankers_details.htm?openpopupinside=yes)
[openpopupinside=yes](http://www.hdfcbank.com/assets/popuppages/overseas_correspondent_bankers_details.htm?openpopupinside=yes)

[Quoted text hidden]

Advisory Note : This email message originates from outside HDFC BANK. Please be extra vigilant before you click on a link, open attachments or reply.

HDFC Bank officials or representatives will NEVER ask you for your personal information i.e. your card details, passwords, PIN, CVV, OTP etc. DO NOT share these details with anyone over phone, SMS or email

To read more about secure banking http://www.hdfcbank.com/aboutus/security/security_tips.htm

Disclaimer:

"The information contained herein (including any accompanying documents) is confidential and is intended solely for the addressee(s). If you have erroneously received this message, please immediately delete it and notify the sender. Also, if you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this message or any accompanying document is strictly prohibited and is null and void for any damage caused by a virus or alteration of the e-mail by a third

Notice for refund of Fixed deposit

2 messages

lateef MA <lateefmaharoon@gmail.com>
To: girdharkumar.pamidipati@hdfcbank.com

Tue, Feb 11, 2020 at 10:51 AM

Kind attention Mr.Girdhar Kumar Pamidipati kindly find the attachment.

Regards
M.A.Lateef
Advocate

 **Notice to HDFC Bank.docx**
18K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: lateefmaharoon@gmail.com

Thu, Feb 13, 2020 at 5:53 PM

**Address not found**

Your message wasn't delivered to **girdharkumar.pamidipati@hdfcbank.com** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.1.1 Recipient address rejected: User unknown

Final-Recipient: rfc822; girdharkumar.pamidipati@hdfcbank.com
Action: failed
Status: 5.1.1
Remote-MTA: dns; hdfcbank-com.antispam13.softcell.in. (202.154.170.226, the server for the domain hdfcbank.com.)
Diagnostic-Code: smtp; 550 5.1.1 Recipient address rejected: User unknown
Last-Attempt-Date: Thu, 13 Feb 2020 04:23:26 -0800 (PST)

----- Forwarded message -----

From: lateef MA <lateefmaharoon@gmail.com>
To: girdharkumar.pamidipati@hdfcbank.com
Cc:
Bcc:
Date: Tue, 11 Feb 2020 10:51:07 +0530
Subject: Notice for refund of Fixed deposit