

**Bobbili Srinivas,
Advocate**

**‘Prerana’, Plot No.410, Road No.22,
Jubilee Hills, Hyderabad – 500033
Contact No: 9866043939
Email : sribobbili@gmail.com**

REGISTERED POST WITH ACKNOWLEDGMENT DUE

Dt.09.09.2024

To

1. Smt.B.Ramalakshmi, W/o. Late Sri B.Venkat Rao,
R/o.LIG-II, H.No.121, Tadepalligudem,
West Godavari District, Andhra Pradesh-534101
2. Sri B.Srinivas, S/o. Late Sri B.Venkat Rao,
R/o.LIG-II, H.No.121, Tadepalligudem,
West Godavari District, Andhra Pradesh-534101

Sir,

Sub: Legal Notice regarding ‘EWS Plot No.8’ (Phase -IV) admeasuring 111 sq.yds in Sy.No.1009 & 964 of Kukatpally, Hyderabad and the Agreement of Sale dt.9.11.1995 executed by Sri B.Venkat Rao—Reg.

On instructions of my client K.N.Murali Krishna, S/o.Venkata Ratnam, Aged about 55 years, Occ:Business, R/o.3-1-87 Part, Ram Shankar Nagar, Old Ramanthapur, Amberpet, Hyderabad-500013, this legal notice is issued as follows:

1. That In the year 1995, late Sri B.Venkat Rao, husband of the 1st one of you and father of the 2nd one of you, approached my client through a known person and informed him that (i) he is an employee of Andhra Pradesh Housing Board (‘Housing Board’) and he was allotted a house site bearing ‘EWS Plot No.8’ (Phase -IV) admeasuring 111 square yards in Sy.No.1009 & 964 of Kukatpally, Hyderabad @ Rs.45 per square yard, (ii) he paid the entire cost of the plot by the end of 1994, and (iii) having

received the entire sale consideration and development charges, Housing Board could not register the said plot in his favour due to some administrative reasons.

2. While informing so, Sri B.Venkat Rao offered to sell the said plot to my client for total sale consideration of Rs.23,000/- subject to the condition that (i) the said plot will be registered in favour of my client within one month from the date of the registration of the said plot in his favour by the Housing Board and (ii) physical possession of the said plot will be delivered to my client before the registration of the sale deed. Having believed the said version of Sri B.Venkat Rao, my client agreed to purchase the said plot for the sale consideration of Rs.23,000/-

3. In pursuance of the said offer and acceptance, my client paid the entire sale consideration of Rs.23,000/- to Sri B.Venkat Rao. He acknowledged the receipt of the entire sale consideration. Having received the entire sale consideration, he executed an Agreement of Sale in favour of my client on 9.11.1995. On 9.9.1998 and on 1.12.2001, Sri B.Venkat Rao executed Agreements extending the validity of the said Agreement of Sale dt.9.11.1995. Later, he executed an Agreement dt.28.12.2004 extending the validity of the said Agreement of Sale dt.9.11.1995 till the sale deed is executed and registered in favour of my client. Due to the pendency of W.P.No.8048/2001 and W.A.No.43/2009 & Batch, Housing Board could not register the said plot in favour of Sri B.Venkat Rao, therefore, he could not register the said plot in favour of my client.

4. While so, the Hon'ble High Court of Telangana by judgment dt.10.11.2023 in W.A.No.43/2009 & Batch directed that after collecting the

difference of amount from the allottees, plots should be registered in favour of the allottees in terms of the original allotment letters issued on 04.06.1991 within a period of four (4) months from the date of receipt of a copy of the judgment.

5. Having learnt the said judgment, in the last week of November, 2023, my client contacted you and informed that he is ready and willing to pay the money (i) if any paid by you to the Housing Board or towards legal expenses in respect of the said plot to the plots Association and (ii) for registration of the said plot in favour of my client and requested you to comply with the Agreement of Sale dt.9.11.1995, which is still in vogue but you did not respond positively though your father received the entire sale consideration for the said plot as early as in the year 1995.

6. In the meantime, it is learnt to my client that as G.O.Ms.No.67 Housing (HB.II) Department dt.8.9.2001, Housing Board can transfer the allotment in favour of the person, who purchased the plot allotted by the Housing Board under a sale agreement.

7. While such is the state of affairs, some of the well-wishers of my client advised him to settle the issues by mutual consensus so that both the parties will be benefitted. Therefore, my client addressed a letter dt.9.1.2024 to you expressing his willingness to sort out this issue through mutual consensus amicably, so that both the parties will be benefitted and requested you to come for amicable settlement. But, having received the said letter, for the reasons best known you did not respond.

8. Therefore, on instructions of my client, you are hereby called upon to come for negotiation with my client within a period of 15 days from the

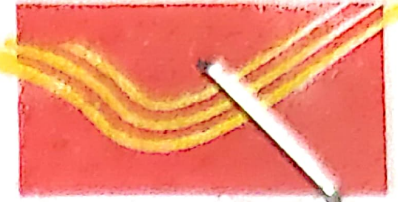
date of receipt of this notice in order to come to an amicable solution on mutual consent in writing and ensure my client that you will comply with the Sale Agreement executed by Sri B.Venkat Rao, or else, my client will be constrained to avail all remedies available to him under law including to get the allotment transferred in his favour by approaching the Housing Board for invoking Regulation No.27(iii) as amended in G.O.Ms.No.67 Housing (HB.II) Department dt.8.9.2001 and in such an event, you will be held liable for all the consequential costs and consequences including cancellation of allotment made in favour of Sri B.Venkata Rao and in the event of the said allotment is cancelled, you will be prosecuted in the Court of Law for damages and loss caused to my client, who paid the entire sale consideration in 1995 itself.

Thanking You.

With Regards

Bobbili Srinivas
Advocate

भारतीय डाक



India Post

RN138212387IN IVR:8278138212387

RL JUBILEE HILLS S.O <500033>

Counter No:1,19/09/2024,10:36

To:B RAMALAKSHMI,LIG-II

PIN:534101, Tadepalligudem H.O

From:BOBBILI SRI,ADV,PLOT NO 410

Wt:20gms Ack Fee:3.00,REG=17.0

Amt:29.50,Tax:4.50,Amt.Paid:30.00(Cash)

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भारतीय डाक



India Post

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RL JUBILEE HILLS S.O <500033>

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To:B SRINIVAS,LIG-II

PIN:534101, Tadepalligudem H.O

From:BOBBILI SRI,ADV,PLOT NO 410

Wt:20gms Ack Fee:3.00,REG=17.0

Amt:29.50,Tax:4.50,Amt.Paid:30.00(Cash)

<Track on www.indiapost.gov.in>