

* DECREE IN ORIGINAL SUIT
IN THE COURT OF THE II ADDL.SENIOR CIVIL JUDGE:RANGA REDDY
DIST. AT L.B.NAGAR; HYDERABAD
PRESENT:- SRI G. VALLABHA NAIDU, B.A.,B.L.,
II ADDL.SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

DATED THIS THE 22nd DAY OF JULY, 2009

OS.NO. 1223of 2007

BETWEEN:-

G. Bala Krishna S/o Late G.T.Swamy,
Aged about years, Occ: Business,
R/o PlotNo.111, Lalitha Nagar,
Ramnagar Gundu, Adikmet, Hyd.

.....Plaintiff.

And

M/s Summit Builders, a registered partnership
Firm having office at 5-4-187/3&4, III Floor,
M.G.Road, Secunderbad, rep. By its partner
Mr.Soham Modi S/o Satish Modi,
Aged about 37 years.

...Defendant.

CLAIM:- Suit for Specific performance of agreement of sale,
dt. 31-08-2006.

VALUATION:- That the Suit for Specific performance of agreement
of sale and the suit is valued at Rs.7,25,000/- and a
Court fee of Rs.9726/- is paid U/s 39 of APCF and
SV Act.

CAUSE OF ACTION:- arose on 31/8/2006 when the plaintiff
entered into an agreement of sale with the defendant in
respect of schedule property and on 26-2-2007 when
the defendant refuses to take DD and refused to
registered the schedule property.

Plaint Presented:- 8-5-2007
Plaint Numbered on:- 8-5-2007

This suit is coming on this day before me for final hearing in the
presence of Sri. Mohd. Moian Ahmed Quadri, Counsel for the plaintiff and
of Sri C. Balagopal, Counsel for the defendant and upon perusal of the
material papers and hearing the arguments and the matter having stood
over for consideration till this day this court made the following decree:-

1. That the suit of the plaintiff be and the same is hereby
Dismissed.
2. That there is no order as to costs of the suit.

Given under my hand and the seal of this court on this the
22nd day of July, 2009.


II ADDL.SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

**COSTS OF THE SUIT
FOR PLAINTIFF:-**

FOR DEFENDANT

1. Stamp on Plaint	Rs. 9726-00	--
2. Stamp on power	Rs. 2-00	Rs. 2-00
3. Stamp on process.	Rs. 30-00	
4. Advocate fee	} fee = etc not added	
5. Mis. Charge		

Total	Rs. 9758-00	2-00
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G. Vallabha Naidu
II ADDL. SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

SCHEDULE OF PROPERTY

All that the Flat No.213 on the 2nd floor, admeasuring 775 SFT of super built up area together with proportionate undivided share of land to the extent of 38.75 Sq.Yards and a reserved parking space for two wheeler bearing No.37 in residential apartment named as Silver Oak Apartments forming part of Sy.No.290, situated at Cherlapally village, Ghatkesar Mandal, RR Dist., bounded by:

- NORTH: Flat No.214.
- SOUTH : Flat No.212.
- EAST : 6' wide corridor..
- WEST : Open to sky

G. Vallabha Naidu
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RANGA REDDY DISTRICT.

**COURT OF THE DISTRICT &
SESSIONS JUDGE
Ranga Reddy District.**

C. A. No. 16803 of 2001/3
 Applicatio Filed on: 18-7-13
 Charge Called on: 29-7-13
 Charges Deposited on: 1-8-13
 Receipt No. 6304 Rs.: 38-00
 Copy made Ready on: 5-8-13
 Copy Delivered on: 5-8-13

[Signature]
Superintendent
Central Copying Superintendent
Ranga Reddy District

READ BY:
 COMPARED BY: [Signature]
 Certified to be Xerox True Copy
[Signature]
 Copyists Superintendent

IN THE COURT OF THE II ADDL. SENIOR CIVIL JUDGE; RR.DISTRICT
AT L.B.NAGAR: HYDERABAD.

PRESENT: SRI G.VALLABHA NAIDU, B.A., B.L.,
II ADDL. SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

DATED THIS THE 22nd DAY OF JULY, 2009.

OS.No.1223 OF 2007.

Between:-

G.Bala Krishna S/o. Late G.T.Swamy,
Occ: Business, R/o.Plot no.111,
Lalitha Nagar, Ramnagar Gundu,
Adikmet, Hyderabad.

..PLAINTIFF

AND

M/s.Summit Builders, a Registered Partnership
Firm Having office at 5-4-187/3 &4, III Floor,
M.G.Road Secunderabad.
Rep.by its Partner MR.Soham Modi
S/o.Satish Modi, Age:37yrs.

..Defendant.

This suit is coming before me for hearing in the presence of Sri Mohd.Moian Ahmed Quadri, Advocate for the plaintiff and Sri C.Balagopal, Advocate for the defendant and upon perusal of the record the matter having stood over for consideration till this day; this court delivered the following:-

JUDGEMENT

Suit for Specific performance of agreement of sale by directing the defendant to execute a registered sale deed in favour of the plaintiff in respect of the suit schedule property and for costs of the suit.

2. The averments of the plaint in brief are that the defendant has agreed to sell the plaint schedule property and the defendant agreed to purchase the same through oral agreement of sale dtd:31.8.06 for a valid consideration of Rs.7,25,000/- Out of which the plaintiff paid an amount of

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Rs.60,000/- towards part payment of sale consideration and the remaining amount was agreed to be paid by the plaintiff at the time of registration. It is further averred in the plaint that the defendant has promised to execute a registered sale deed in favour of the plaintiff whenever he makes the payment after completion of the flat. At the first instance the plaintiff had paid Rs.10,000/- towards booking amount. On 17.10.06 the defendant requested the plaintiff to pay a sum of Rs.50,000/- as he is in financial need to complete the construction of the apartments. The plaintiff paid an amount of Rs.50,000/- to the defendant on 17.10.06 for which the defendant has passed a separate receipt. As the defendant collected sum of Rs.60,000/- from the plaintiff, the plaintiff asked the defendant to execute a register agreement of sale in his favour. It is further averred in the plaint that on 18.10.07 the defendant came to the plaintiff and offered to enter into agreement of sale but the terms of the agreement was not acceptable by the plaintiff as such he refused to sign on the agreement of sale. The defendant assured to the plaintiff that he will soon get the register agreement of sale in his favour and asked the plaintiff to sign on the agreement of sale which was brought by him and that he can keep the same as a collateral security. It is further averred in the plaint that the plaintiff is ready and willing to perform his part of contract since the date of the agreement till the sale deed is registered in favour of him. On 26.2.07 the plaintiff got prepared a demand draft in the name of the defendant and requested the defendant to accept the said demand draft and execute a registered sale deed in favour of him in respect of the plaint schedule property. But the defendant declined to do so. On 12.3.07 the

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plaintiff got issued a legal notice to the defendant but the defendant did not give any reply. On 22.4.07 again the plaintiff approached the defendant and requested him to execute a sale deed in his favour but the defendant not only abused him in filthy language and also threatened him with dire consequences. The defendant having received part payment of sale consideration in respect of the suit schedule property is under a legal obligation to perform his part of contract. Under these circumstances, the plaintiff filed the suit against the defendant for specific performance of agreement of sale by directing the defendant to execute a register sale deed in favour of him in respect of the suit schedule property after receiving the balance sale consideration. Hence, the plaint.

3. The defendant contested the suit by filing his written statement denying all the allegations made in the plaint. The contention of the defendant as per his written statement that the suit filed by the plaintiff is not maintainable either in law or on facts. The defendant denied that there was an oral agreement on 31.8.06 in between him and the plaintiff in respect of the suit schedule property. The defendant admitted that the plaintiff has paid a sum of Rs.60,000/- but he categorically denied that he was agreed to receive the balance amount at the time of the registration. The defendant admitted that the plaintiff paid booking amount of Rs.10,000/- and at the time of the said payment he informed to him that the value of the suit flat is Rs.7,25,000/- exclusive of registration and other charges and also informed to the plaintiff about the payment schedule. As a part of the payment schedule, the plaintiff has paid Rs.50,000/- on 17.10.06. Agreement of sale dtd:18.10.06 in favour of the plaintiff has

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been signed by Smt G.Chandra Kala and he is not aware of any such person. It is further averred in the written statement of the defendant that he has no knowledge with regard to any change with regard to the payments schedule. The plaintiff took a flat on 31.8.06 and booking form was given to him and the plaintiff acknowledged the same as per the procedure followed by the defendant firm. The said booking form clearly spells out payment schedule to be followed by the purchaser of the flat. It is further averred in the written statement of the defendant that the plaintiff agreed to pay the installments. According to the scheme, the plaintiff has to pay an amount of Rs.50,000/- on 30.9.06 but the plaintiff paid amount on 17.10.06 which is one day before the execution of the agreement of sale. The plaintiff is supposed to pay further installments of Rs.2,21,666/- on 16.10.2006 and Rs.2,21,666/- on 15.11.06 and again Rs.2,21,668 on 31.12.06. But the plaintiff never bothered to pay the said amount as agreed. In fact he had sent reminders on 10.11.2006 and 16.11.2006 requested the plaintiff to finalise the payments and come forward for execution of the payments. It is further averred in the written statement of defendant that after the sale agreement was executed in favour of the plaintiff but signed by one Chandrakala for the reasons best known to the plaintiff. The plaintiff is bound by the terms of the agreement. It is further averred in the written statement of the defendant that inspite of repeated reminders issued by him several times regarding the installment payment issued a cancellation notice dtd:29.11.2006. The plaintiff never bothered to take any steps for arranging payments at that stage also. The plaintiff never approached

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him for execution of the sale deed on 22.4.2007 much less with a D.D and the plaintiff does not mention the value of the D.D but simply gives D.D number. But there is no mention of the bank name also. It is further averred in the written statement of the defendant that the defendant firm is a leading building firm in the twin cities and has been in business since long time and developed various projects and sold number of plots but there was no complaint from any of the customers. The plaintiff taking advantage of the increase of the value of the property as come up with this false suit for unlawful gain. The plaintiff has never shown any interest for performing his part of contract and he did not approach the court with clean hands. Hence, the defendant prays the court to dismiss the suit with costs.

4. Basing on the pleadings, the following issues were settled for trial:

- 1) Whether the defendant executed an agreement of sale dtd:31.8.2006 ?
- 2) Whether the plaintiff is always ready and willing to perform his part of the contract ?
- 3) Whether the plaintiff is entitled for specific performance of contract as prayed for ?
- 4) To what relief ?

5. To establish the case of the plaintiff, PW1 was examined and Exs.A1 to A4 were marked. On behalf of the defendant DW1 was examined and Exs.B1 to B9 were marked.

6. ISSUES NO.1 TO 3: To avoid repetition of the discussion all the three issues are clubbed together. The onus to prove these issues at the

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first instance is lies on the plaintiff. The learned counsel for the plaintiff submits that the defendant agreed to sell the plaint schedule property and the plaintiff agreed to purchase the same for total sale consideration of Rs.7,25,000/- and the plaintiff paid an amount of Rs.60,000/- towards advance sale consideration to the defendant and the plaintiff agreed to pay the remaining balance sale consideration at the time of the execution of the registered sale deed by the defendant in favour of the plaintiff in respect of the plaint schedule property. The learned counsel for the plaintiff further contended that though the plaintiff is ready and willing to perform his part of contract since the oral agreement of sale dtd:31.8.06 the defendant did not come forward to execute a registered sale deed in respect of the plaint schedule property. The learned counsel for the plaintiff further contended that the plaintiff got issued a legal notice to the defendant and the defendant received the same and did not give any reply and did not execute any registered sale deed in favour of the plaintiff in respect of the plaint schedule property and also threatened the plaintiff with dire consequences.

On the other hand the learned counsel for the defendant submits that the plaintiff has booked a flat on 31.8.06 and booking form was given to him and at the time of the booking of the flat the plaintiff paid an amount of Rs.10,000/- towards booking amount and subsequently on 17.10.06 the plaintiff has paid Rs.50,000/-. The learned counsel for the defendant further contended that in fact the defendant was ready to execute register sale deed in favour of the plaintiff in respect of the plaint schedule property, the plaintiff failed to pay the installments as clearly

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spells out in the payment schedule. The learned counsel for the defendant further contended that as the plaintiff fails to pay the installments as per the terms and the plaintiff is not ready and willing to perform his part of contract, as such the defendant issued a cancellation notice on 29.11.06. The learned counsel for the defendant further contended that inspite of several reminders issued by the defendant firm the plaintiff did not bother to pay the installments to the plaintiff firm and the plaintiff never approached the defendant firm for the execution of the sale deed. The learned counsel for the defendant further contended that as the value of the suit schedule property has gone up and the plaintiff having taken advantage of the same filed this false suit for unlawful gain. The learned counsel for the defendant lastly contended that the plaintiff has never shown any interest to perform his part of contract. He did not approach the court with clean hands, as such he is not entitled for the relief of specific performance of the agreement of sale as prayed for. Hence, he prays the court to dismiss the suit.

In view of the submissions made by the respective counsel of both parties and before going to the merits of the case in a suit for specific performance of agreement of sale the burden is on the plaintiff to prove that he is always ready and willing to perform his part of the contract.

It is settled law that remedy for specific performance is an equitable remedy and is in the discretion of the court, which discretion requires to be exercised according to the settled principles of law and not arbitrarily as adumbrated U/s.20 of Specific Relief Act 1963. U/s.20 of the Specific Relief Act, the court is not bound to grant the relief just because

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plaintiff must plead and prove that he had performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than those terms the performance of which has been prevented or waived by the defendant. The continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant the relief of specific performance. This circumstance is material and relevant and is required to be considered by the court while granting or refusing to grant the relief. If the plaintiff fails to either ever or prove the same he must fail. To adjudge whether the plaintiff is ready and willing to perform his part of the contract, the court must take into consideration the conduct of the plaintiff prior and subsequent to the filing of the suit along with other attending circumstances. The amount of consideration which he has to pay to the defendant must of necessity be proved to be available. Right from the date of the execution till the date of the decree he must prove that he is ready and has always been willing to perform his part of the contract.

In the present case in order to establish the case of the plaintiff, the learned counsel for the plaintiff filed the evidence affidavit of the plaintiff as PW1. As seen from the evidence affidavit of the PW1 he categorically reiterated all the contents of the plaint. The plaintiff in order to prove his case also got marked Exs.A1 to A4. Ex.A1 is the office copy of the legal notice got issued by the plaintiff through his Advocate to the defendants firm dtd:12.3.07. Ex.A2 is the postal acknowledgement. Ex.A3 is the copy of D.D dtd:26.2.07. Ex.A4 is the proceedings of the

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Commissioner incharge of the employment and training, Hyderabad. According to case of the plaintiff as per his evidence there was an oral agreement of sale dtd:31.8.06 in between him and the defendant firm in respect of the purchase of the plaint schedule property. As seen from the evidence affidavit of PW1 he categorically stated that he agreed to purchase the plaint schedule property for total consideration of amount of Rs.7,25,000/- and he has paid an amount of Rs.10,000/- towards booking amount of the plaint schedule property and again on 17.10.06 he paid Rs.50,000/- to the defendant for which the defendant has passed a separate receipt. The further case of the plaintiff that though the defendant firm has received an amount of Rs.60,000/- towards advance sale consideration but the defendant did not execute any register sale deed in favour of him in respect of the plaint schedule property even though he is ready and willing to perform his part of the contract.

On the other hand in order to substantiate the case of the defendant, the learned counsel for the defendant filed the evidence affidavit of the General Manager of the defendant company as DW1. As seen from the evidence affidavit of DW1 he categorically reiterated all the contents of the written statement filed by him. According to the case of the defendant and as per his evidence that the plaintiff has booked a flat on 31.8.06 and a booking form was given to him and as per the procedure the plaintiff cancelled the same. The further case of the defendant that the said booking form clearly spells out the payment schedule to be followed by the plaintiff. DW1 further stated in his evidence affidavit that the plaintiff agreed to pay the installments as spells out in the booking

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form but failed to pay the installments. DW1 further stated in his affidavit that inspite of repeated reminders issued to the plaintiff by the defendant firm in respect of the payment of the installments the plaintiff never adhere the payment schedule as agreed upon. DW1 further stated in his evidence that the sale agreement dtd:18.10.06 was executed in favour of the plaintiff but signed by one Smt Chandrakala for the reasons best known to the plaintiff. DW1 further stated in his evidence that the plaintiff has not paid the balance of sale consideration as per the agreed payment schedule and the plaintiff was never ready and willing to perform his part of the contract as such he is not entitled to seek the relief of specific performance of agreement of sale. In order to substantiate the case of the defendant Exs.B1 to B9 were marked. Ex.B1 is booking form dtd:18.9.06 signed by the plaintiff. Ex.B2 is the office copy of the letter dtd:20.9.06 addressed by the defendant company to the plaintiff. Ex.B3 is the reminder notice got issued by the defendant firm to the plaintiff dtd:10.11.06. Ex.B4 is the postal acknowledgement along with another reminder notice dtd:16.11.06. Ex.B5 relied upon by the defendant is the cancellation notice got issued by the defendant company to the plaintiff dtd:29.11.06 and Ex.B6 is copy of the cancellation notice dtd:22.2.07 got issued by the defendant company to the Plaintiff along with the postal acknowledgement. Ex.B7 is the agreement of sale dtd:18.10.06. Ex.B8 is the reminder notice got issued by defendant company dtd:16.11.06 alongwith postal acknowledgement. Ex.B9 is the reply notice given by the defendant to the plaintiff dtd:29.3.07.

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In a suit for specific performance of agreement of sale it is the duty of the plaintiff to establish his readiness and willingness to perform his part of the contract. The readiness and willingness cannot be treated as a straight jacket formula. These have to be determined by the entirety of the facts and circumstances relevant to the intention and conduct of the party concerned. Time and again the Hon'ble Supreme Court held that:

"The readiness as contemplated U/s.16 of the Specific Relief Act is not confined to the one referable to the date of which the suit is filed."

On the other hand it must exist ever since the payments of the balance became due and must subsist till the suit filed and if not there after.

In the present case as seen from the evidence adduced by both parties there is no dispute that the plaintiff agreed to purchase the suit schedule property for total sale consideration amount of Rs.7,25,000/-. It is also not in dispute that the plaintiff paid an amount of Rs.60,000/- as advance sale consideration to the defendant. The main contention of the plaintiff that though he is always ready and willing to perform his part of the contract the defendant fails to execute register sale deed in favour of him in respect of the plaint schedule property. On the other hand it is the case of the defendant that the plaintiff failed to adhere to the terms of the agreement of sale, as such the agreement therefore cancelled and the plaintiff is not entitled to seek the equitable relief of specific performance of agreement of sale.

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In view of the submissions made by the respective parties as seen from the contents of the plaint and the evidence of PW1 he categorically stated that an oral agreement of sale was took place in between him and the defendant on 31.8.06 in respect of the plaint schedule property. But as seen from the contents of Ex.A1 O/c. of legal notice got issued by the plaintiff to the defendant it is clearly averred that the plaintiff entered in to an agreement of sale on 18.10.06 for purchase of the plaint schedule property for total sale consideration of amount of Rs.7,25,000/- and he paid an amount of Rs.60,000/- as a first installment and agreed to pay the remaining amount or on before 31.12.06. But as seen from the contents of the plaint there is no whisper that the plaintiff was agreed to pay the remaining amount on or before 31.12.06. As seen from the evidence of PW1 at one breathe he is contending that there is an oral agreement of sale in between him and the defendant on 31.8.06 in respect of the plaint schedule property, but at another breathe as per the contents of Ex.A1 legal notice dtd:12.3.07 he is contending that he entered in to an agreement of sale on 18.10.06 with the defendant for purchase of the plaint schedule property for total sale consideration amount of Rs.7,25,000/-. Admittedly the plaintiff is not disputing about Ex.B1 booking from relied upon by the defendant. The main contention of the plaintiff that at the time of obtaining his signature on Ex.B1 the contents were not filled. Admittedly the plaintiff is not disputing his signature found on Ex.B1. When the defendant admits his signature found on Ex.B1 the presumption that can be drawn that the contents of the documents were read over and explained to the defendant. It is not the case of the plaintiff that the signature found

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on Ex.B1 does not belongs to him. According to the case of plaintiff that the defendant created a written agreement of sale dtd:18.10.06 which was signed by one Chandrakala. But as seen from the contents of Ex.A1 legal notice got issued by the plaintiff to the defendant he categorically admitted about the entering in to agreement of sale dtd:18.10.06 with the defendant in respect of plaint schedule property. There is no whisper either in the plaint pleadings or Ex.A1 legal notice that the defendant created Ex.B7 agreement of sale dtd:18.10.06 relied upon by the defendant. Admittedly Ex.B7 relied upon by the defendant was signed by one Chandrakala but not the plaintiff. Even assuming that the Ex.B7 relied upon by the defendant cannot be taken into consideration, plaintiff fails to pay the installments as per the terms of Ex.B1 booking form relied upon by the defendant. As seen from the cross examination of PW1 he categorically admitted that in Ex.A1 legal notice dtd:12.3.07 it is mentioned that he entered in to an agreement of sale dtd:18.10.06 with the defendant. PW1 further admitted in his cross examination that before issuance of the legal notice he made is signatures on the booking form on Ex.B1 on 18.9.06. PW1 further admitted in his cross examination that he did not mention either in Ex.A1 legal notice or in his evidence affidavit that he made his signature on the blank form. For the first time at the time of the cross examination of PW1 he categorically stated that he made his signature on Ex.B1. As seen from the recitals of Ex.B1 relied upon by the defendant as per the terms and conditions that the purchaser shall execute the required documents within the period of 30days from this booking along with the payment of the first installment mentioned over leaf. In

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cancelled and the builder shall be entitled to deduct cancellation charges. Admittedly as seen from the cross examination of DW1 that an oral agreement has taken place and that it was agreed that an amount of Rs.7,25,000/- to be paid in four installments before the delivery of the flat. DW1 further admitted in his cross examination that he did not pay the installments. In the present case as seen from the documents relied upon by the defendant i.e Ex.B3 it is evident that the defendant on 10.11.06 under the original of Ex.B3 notice issued reminder notice to the plaintiff to pay the installments within 7 days after receiving the notice. The said notice was received by one G.Chandrakala. Again the defendant on 16.11.06 got issued another reminder notice to the plaintiff to pay the installments. The defendant on 29.11.06 got issued a cancellation notice under the original of Ex.B5. This court is to the view that if the plaintiff is ready and willing to perform his part of the contract as pleaded by him he has to inform about his readiness and willingness to perform his part of the contract by issuing a notice to the defendant. But in the present case the plaintiff got issued a notice to the defendant at the first instance under the original of Ex.A1 on 12.3.07 i.e after issuance of the reminders and the cancellation notice by the defendant to the plaintiff. There is no iota of evidence adduced by the plaintiff to prove his readiness and willingness to perform his part of the contract except the oral say. Exs.A1 to A4 relied upon by the plaintiff are no way helpful to establish the case of the plaintiff that he is ready and willing to perform his part of the contract, but the defendant did not come forward to execute the registered sale deed in

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favour of him in respect of the plaint schedule property. As seen from the evidence adduced by the plaintiff and as seen from the contents of Ex.A1 legal notice got issued by the plaintiff to the defendant on 12.3.07 he took inconsistent pleas. The court may infer from facts and circumstances whether the plaintiff was ready and was always ready and willing to perform his part of the contract. But in the present case as seen from the cross examination of PW1 this court safely came to a conclusion that the plaintiff is not ready and willing to perform his part of contract. In view of the circumstances and in view of the evidence adduced by both parties coupled with the documents relied upon by them, this court has no hesitation to hold that the plaintiff has not proved that he was always ready and willing to perform his part of the contract.

As seen from the cross examination of DW1 nothing was elicited to dis-credit his testimony. This court is of the view that if really the plaintiff was ready and willing to perform his part of contract what would prevent him to issue a notice to the defendant prior to issuance of the reminders and cancellation notice by the defendant to the plaintiff. As seen from the Clause VI of Ex.B7 agreement of sale that "in case of delay in payment of installments for more than three months from the due date, the agreement shall stand cancelled and the vendor shall be entitled to charge cancellation charges." Even assuming that the Ex.B7 agreement of sale does not bind on the plaintiff it cannot be said that the plaintiff is ready and willing to perform his part of the contract. The plaintiff failed to pay the installments as per the terms and conditions of Ex.B1. As the plaintiff did not approach the court for seeking the equitable relief of specific

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equitable relief of specific performance of agreement of sale. Accordingly, these issues 1 to 3 are decided in favour of the defendant and against the plaintiff.

7. ISSUE NO.4: To what relief?

In view of the above discussion and in view of my findings on issues no.1 to 3, this court is of the opinion that the plaintiff is not entitled to seek the equitable relief of specific performance of agreement of sale as he did not approach the court with clean hands, as such he is not entitled for specific performance of contract as prayed for.

In the result, the suit filed by the plaintiff is dismissed. But under the circumstances of the case there shall be no order as to costs.

Dictated to the Personal Assistant, transcribed by her corrected and pronounced by me in the open court on this the 22nd day of July, 2009.

G. Vallabha Rao
II ADDL.SENIOR CIVIL JUDGE,
RANGA REDDY DISTRICT.

APPENDIX OF EVIDENCE.

FOR PLAINTIFFS.

PW1 : G.Bala Krishna.

FOR DEFENDANTS

DW1 : Kanka Rao.

FOR PLAINTIFFS.

- EX.A1 : O/c. of legal notice dtd:12.3.07.
- Ex.A2 : Postal acknowledgement dtd:23.3.07.
- Ex.A3 : Copy of D.D dtd:26.2.07.
- Ex.A4 : Proceedings of Commissioner Dtd:22.8.08.

FOR DEFENDANTS:

- Ex.B1 : Booking form dtd:18.9.06.
- Ex.B2 : Letter dtd:20.9.06.
- Ex.B3 : Reminder notice dtd:10.11.06.
- Ex.B4 : Postal acknowledgement.
- Ex.B5 : Cancellation notice dtd:29.11.06.
- Ex.B6 : Cancellation notice dtd:22.2.07.
- Ex.B7 : Agreement of sale.
- Ex.B8 : Reminder notice.
- Ex.B9 : Reply dtd:29.3.07.

G. Vallabha Naidu
 II ADDL.SENIOR CIVIL JUDGE,
 R.R.DISTRICT.

COURT OF THE DISTRICT &
 SESSIONS JUDGE
 Ranga Reddy District.

C.A. No. 16803 of 200 13
 Application filed on: 18-7-13.
 Charge Called on: 29-7-13.
 Charges Deposited on: 1-8-13
 Receipt No. 6304 Rs.: 38-00
 Copy made Ready on: 5-8-13
 Copy Delivered on: 5-8-13

READ BY:
 COMPARED BY: *lu*
 Certified to be Xerox True Copy
DM
 Copyists Superintendent

T. S. Rama SIA
 Superintendent
 Central Copying Superintendent
 Ranga Reddy District



AT: L.B. NAGAR

I.A.No. 1166 of 2007
In

O.S.No. 1223 of 2007

BETWEEN:

Sri. G. Bala Krishna

.. Petitioner / Plaintiff

And

M/s. Summit Builders

.. Respondents / Defendants

COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT

I, SOHAM MODI, S/o. Satish Modi, aged 37 years, R/o. 5-4-187/3 & 4, MG Road, Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I submit I am the partner of the Respondent Firm and as such, well aware of the facts deposed herein. I have read the affidavit filed by the petitioner in support of his application for grant of an injunction. I deny all the adverse allegations contained therein. The petitioner has come forward with false and baseless allegations.
2. In reply to para no.1, it is formal and does not call for any reply.
3. In reply to para no.2, it is true as far as the description and other details of the Flat No.213, Silver Oak Apartments, but it is not true to say that there was any oral agreement dated 31-08-2006. I submit that our firm

does not have the practice of entering into any oral agreements. It is true that the petitioner has paid a sum of Rs.60,000/- but it is not true to say that it was agreed that the balance amount would be paid at the time of registration. The facts pertaining thereto are enumerated in subsequent paragraphs.

4. In reply to para no.3, it is not true to say that the respondent has promised to execute the sale deed whenever the petitioner makes payment after the completion of the Flat. It is true to say that on 31-08-2006 on the date of the booking by the petitioner the cost was indicated as Rs.7,25,000/- and it is true that the petitioner has paid an amount of Rs.10,000/- towards booking. I submit at the time of booking the petitioner was informed about the payment schedule before any formal agreement is executed by the respondent. It is only as a part of this payment schedule the petitioner has paid Rs.50,000/- on 17.10.2006 but it is not true to say that the respondent was in dire financial need for completing the project. In fact it is not true to say that the petitioner did not sign the agreement dated 18.10.2006. I submit that the agreement of sale dated 18-10-2006 in favour of the petitioner has been signed by one G. CHANDRA KALA. It is also not true to say that the respondent has informed the petitioner that he can use the agreement of sale as collateral.

that that the notice dated 12.03.2007 issued by the petitioner's counsel was not replied. In fact a reply was sent by the respondent's counsel on 31-03-2007 vide registered post. This respondent denies that any D.D. was prepared by the petitioner.

6. In reply to para no.5, the allegations in the para are denied in toto.

7. With regard to para no.6, it is not true to say that the petitioner has paid the consideration as per schedule.

8. With regard to para no.7, the petitioner does not have any right to restrain the respondent from disposing of the property as he has not done his part of the agreement.

9. With regard to para no.8, the petitioner does not have any prime facie case nor is the balance of convenience in his favour.

10. I further submit that the petitioner herein has booked a flat on 18.09.2006 and a booking form was given to him, acknowledging his booking which is the procedure followed by the respondent. The said booking form clearly spells out the payment schedule to be followed by the purchaser of the flat. The same was also explained orally by the petitioner's employees at the time of booking.

11. I submit that the petitioner agreed for the installments to be paid. According to the said scheme he was to pay an amount of Rs.50,000/- on 30.09.2006 but the petitioner paid that amount on 17.10.2006 which is one day before the execution of the agreement of sale. He was supposed to pay a further installments of Rs.2,21,666/- on 16.10.2006, Rs. 2,21,666/- on 15.11.2006 and again Rs.2,21,668 on 31.12.2006. The petitioner never bothered to adhere to the payment schedule as agreed upon. In fact the respondent had sent reminders on 10.11.2006, 16.11.2006 asking the petitioner to finalize the payments and come forward for the execution of the sale agreement.
12. I submit the sale agreement was executed in favour of the petitioner but signed by one G. CHANDRA KALA for the reasons best known to the petitioner. Whatever may be the case the petitioner is bound by the terms of the agreement? I further submit that the respondent after reminding the petitioner several times regarding the installment payment issued a cancellation notice dated 29-11-2006.
13. I submit that the petitioner never approached the respondent on 22.04.2007 or any other date for the execution of sale deed much less with a D.D. The petitioner does not mention the value of the D.D but simply gives a D.D. number which he says is from the same bank where

14. I submit that the respondent is a leading building firm in the twin cities and have been in business for quite long time and have developed various projects and sold number of Flats but there as never been any complaints from the customers. The petitioner is blatantly lying about the use of filthy language or threatening to kill by the respondent. The petitioner has never been ready to perform the terms of the contract. The petitioner has come forward with false pleas regarding the alleged financial stringency of the respondent. Further, even according to the petitioner he refused to agree to the terms of the agreement and has not signed. In view of the said averment, it is clear that there is no binding contract. Hence the petitioner is not entitled to the equitable relief of injunction or much less the relief of specific performance of this alleged agreement.

15. I further submit as the petitioner has found that the properties values have gone up in and around Hyderabad wants to take advantage of the same and as come up with the suit for unlawful gain. The petitioner has never shown any interest for performing his part of the contract.

It is, therefore, prayed that this application be dismissed with heavy costs.

Sworn and signed his name
before me on the day of June, 2007
At: L.B. Nagar.

DEPONENT

ADVOCATE / L.B. NAGAR

IN THE COURT OF THE HON'BLE
JUDGE SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT
AT: L.B. NAGAR

I.A.No. 1166 of 2007
In

O.S.No. 1223 of 2007

BETWEEN:

Sri. G. Bala Krishna
..Petitioner / Plaintiff

And

M/s. Summit Builders
..Respondents / Defendants

**COUNTER AFFIDAVIT ON BEHALF
OF THE RESPONDENT**

Filed on: 25.06.2007

Filed by: C.BALA GOPAL
Counsel for Plaintiff

201, Al-Kauser Apartment,

SOA - Buyer Info Table

Block No A 213 **Sold** Yes **Booking Date** 18-Sep-06
Agr Executed **Agr Date** **Area** 775
Parking Scooter **Booked by** Deshmuk **Pmt. Scheme** HL
Buyer Name Mr.G.Balakrishna **Phone** 9849905627
Address Plot No-111, Lalitha Nagar, Ramnagar Gundu, Adikmet, Hyderabad.
Occupation **Sale Amt** 725000
Total Amt 725000 **Other Amt** 250 **Receipts** 60000
HL Req **HL App for** 600000 **HL Released** 0
HL From SBI **App Made** ✓ **HL Approved** **Pre HL Info** ✓
NOC / ORC **Doc Complete** **Reg Done**

Payments Terms

Sale Completed

HL Release

Date	Description	Amount	Cheque No	Paid	PDC	PDC Dt.	Exp date
04-Sep-06	Booking Amount	10000	575082	✓			
30-Sep-06	1st Installment	50000	Cash	✓			
16-Oct-06	2nd Installment	221666					
15-Nov-06	3rd Installment	221666					
31-Dec-06	4th Installment	221668					

Other Payments

05-Oct-06 Frankling Charges 250

Receipts

Date	Towards	Amount	Cheque No	Cleared	Receipt No
04-Sep-06	Booking Amount	10000	575082	✓	1288
18-Oct-06	Payment Received	50000	Cash	✓	1314

Remarks

Date	Remarks	Taken By	Work Done
31-Aug-06	1. Booked under PPT No-120 2. Semi Detux 3. Discount offered Rs.55/- Per SFT. 4. Single Phase 5. They have also taken 5flats in GMG	Deshmuk	✓
14-Sep-06	Booking form to be made	Soham	✓
12-Oct-06	Send Reminder Notice	Soham Mod	✓
09-Nov-06	Send notice for HL.	Soham	✓
09-Nov-06	Change QIS to HL	Soham	✓

*Deleted from
database
Sujy
28/12/06*

15-Nov-06	Send notice for HL	Soham	<input checked="" type="checkbox"/>
22-Nov-06	If HL approval letter is not received by 30/11/06 then cancel booking.	Soham	<input type="checkbox"/>
29-Nov-06	Send reminder notice	Soham	<input type="checkbox"/>
13-Dec-06	If customer doesnot get HL approval by 20/12/06 then cancel booking	Soham	<input type="checkbox"/>
28-Dec-06	Cancel Booking. Delete from database. Ask customer to make a request for refund. Return file to MD.	Soham	<input type="checkbox"/>

IN THE COURT OF THE HON'BLE JUD ADDL SENIOR CIVIL JUDGE
RANGA REDDY DIST
AT: L.B. NAGAR

O.S.No. 1223 of 2007

BETWEEN:

Sri. G. Bala Krishna

Plaintiff


And

M/s. Summit Builders

Defendant

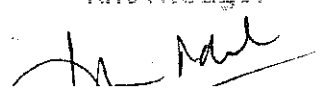
WRITTEN STATEMENT ON BEHALF OF THE DEFENDANT

1. It is respectfully submitted that the suit as filed by the plaintiff is not maintainable either in law or on facts and is liable to be dismissed in limine. The defendant denies the adverse allegations contained in the plaint except those which are specifically admitted herein.
2. With regard to paras 1 and 2 of the plaint and do not call for any reply.
3. With regard to para no.3. of the plaint it is true as far as the description and other details of the Flat No.213, Silver Oak Apartments, but it is not true to say that there was any oral agreement dated 31-08-2006. The respondent submits that it does not have the practice of entering into any oral agreements. It is true that the plaintiff has paid a sum of Rs.60,000/- but it is not true to say that it was agreed that the balance amount could be paid at the time of registration.



4. In reply to para no.4 of the plaint it is not true to say that the defendant has promised to execute the sale deed whenever the petitioner makes payment after the completion of the flat. It is true to say that on 31-08-2006 the date on which the plaintiff paid a booking amount of Rs. 10,000/- it was indicated to him that the cost of the flat would be Rs. 7,25,000/- exclusive of registration and other charges. The defendant submits that at the time of booking the plaintiff was informed about the payment schedule before any formal agreement is executed by the defendant. It is only as a part of this payment schedule the plaintiff had paid Rs. 50,000/- on 17.10.2006 but it is not true to say that the defendant was in dire financial need for completing the project. In fact it is not true to say that the plaintiff did not sign the agreement dated 18.10.2006. The defendant submits that the agreement of sale dated 18.10.2006 in favour of the plaintiff has been signed by one G. CHANDRA KALA. The defendant is not aware of any such person. It is also not true to say that the defendant has informed the petitioner that he can use the agreement of sale as collateral.

5. In reply to para no.5, it is not true to say that the plaintiff is ready and willing to perform his part of the contract and it is also not true to say that that the notice dated 12.03.2007 issued by the plaintiff's counsel was not replied. In fact a reply was sent by the defendant's counsel on 31-03-2007 vide registered post. This defendant denies that any D.D. was prepared by the plaintiff for want of personal knowledge.



6. In reply to para no.6, the allegations in the para are denied in toto.
7. With regard to para no.7, it is not true to say that the plaintiff has paid the consideration as per the agreed payment schedule.
8. With regard to para no.8, the plaintiff does not have any right to restrain the defendant from disposing of the property as the plaintiff has not done his part of the agreement.
9. With regard to para no.9, the plaintiff does not have any prime facie case nor the balance of convenience in his favour.
10. The defendant submits that the plaintiff herein has booked a Flat on 31.08.2006 and a booking form was given to him, acknowledging his booking which is a booking procedure followed by the defendant firm. The said booking form clearly spells out the payment schedule to be followed by the purchaser of the flat. The same was also explained orally by the Defendant's employees at the time of booking.
11. The defendant submits that the plaintiff agreed for the installments to be paid. According to the said scheme he was to pay an amount of Rs.50,000/- on 30.09.2006 but the plaintiff paid that amount on 17.10.2006 which is just one day before the execution of the agreement of sale. The plaintiff was supposed to pay a further installments of Rs.2,21,666/- on 16.10.2006, Rs. 2,21,666/- on

15.11.2006 and again Rs.2,21,668 on 31.12.2006. The plaintiff never bothered to adhere to the payment schedule as agreed upon. In fact the defendant had sent reminders on 10.11.2006, 16.11.2006 asking the plaintiff to finalize the payments and come forward for the execution of the sale agreement.

12. The defendant submits after the sale agreement was executed in favour of the plaintiff but signed by one G. CHANDRA KALA for the reasons best known to the plaintiff. Whatever may be the case the plaintiff is bound by the terms of the agreement. The defendant further submits that the defendant after reminding the plaintiff several times regarding the installment payment issued a cancellation notice dated 29.11.2006. The Plaintiff never bothered to take any steps for arranging payments at this stage also.

13. The defendant submits that the plaintiff never approached the defendant for the execution of sale deed on 22.04.2007 much less with a D.D. The plaintiff does not mention the value of the D.D. but simply gives a D.D. number which he says is from the same bank where he has obtained loan. There is no mention of the Bank name also.

14. The defendant submits that the defendant is a leading building firm in the twin cities and have been in business for quite long time and have developed various projects and sold number of flats but there as never been any complaints from the customers. The plaintiff is

blatantly lying about the use of filthy language or threatening to kill by the defendant's representatives.

15. The defendant further submit that as the plaintiff has found that the property values have gone up in and around Hyderabad he wants to take an advantage of the same and has come up with this suit for unlawful gain. The plaintiff has never shown any interest for performing his part of the contract. The plaintiff has not approached this Court with clean hands.

It is, therefore, prayed that the suit as filed by the plaintiff is bad in law and should be dismissed in limine with heavy costs.

COUNSEL FOR DEFENDANT



DEFENDANT

Place: L. B. Nagar

Date: 25.06.2007

VERIFICATION

I, Sohoni Modi, S/o. Satish Modi, aged 37 years, Occ: Business, R/o. 5/4 167/3 B 4, M.G. Road, Secunderabad, hereby declare that the facts stated above are true to the best of my knowledge. Hence verified.

AT: L. B. NAGAR
Date: 25.06.2007



DEFENDANT

IN THE COURT OF THE
HON'BLE JUDGE
IN THE COURT OF THE
HON'BLE JUDGE
HON'BLE Hrd ADDL SENIOR CIVIL
JUDGE: RANGA REDDY DIST
AT: L. B. NAGAR

O.S.No. 1723 of 2007

BETWEEN:

Sri. G. Bala Krishna

Plaintiff

And

M/s. Summit Builders

Defendant

WRITTEN STATEMENT ON BEHALF
OF THE DEFENDANT

Filed on: 25.06.2007

Filed by: Sri. C. Balagopal
Advocate
Counsel for the Defendant.

201, Al kauser Apts.,
West Marredipally,
Secunderabad.

* DECREE IN ORIGINAL SUIT
IN THE COURT OF THE II ADDL.SENIOR CIVIL JUDGE:RANGA REDDY
DIST, AT L.B.NAGAR; HYDERABAD
PRESENT:- SRI G. VALLABHA NAIDU, B.A.,B.L.,
II ADDL.SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

DATED THIS THE 22nd DAY OF JULY, 2009

OS.NO. 1223of 2007

BETWEEN:-

G. Bala Krishna S/o Late G.T.Swamy,
Aged about years, Occ: Business,
R/o PlotNo.111, Lalitha Nagar,
Ramnagar Gundu, Adikmet, Hyd.

.....Plaintiff.

And

M/s Summit Builders, a registered partnership
Firm having office at 5-4-187/3&4, III Floor,
M.G.Road, Secunderbad, rep. By its partner
Mr.Soham Modi S/o Satish Modi,
Aged about 37 years.

...Defendant.

CLAIM:- Suit for Specific performance of agreement of sale,
dt. 31-08-2006.

VALUATION:- That the Suit for Specific performance of agreement
of sale and the suit is valued at Rs.7,25,000/- and a
Court fee of Rs.9726/- is paid U/s 39 of APCF and
SV Act.

CAUSE OF ACTION:- arose on 31/8/2006 when the plaintiff
entered into an agreement of sale with the defendant in
respect of schedule property and on 26-2-2007 when
the defendant refuses to take DD and refused to
registered the schedule property.

Plaint Presented:- 8-5-2007
Plaint Numbered on:- 8-5-2007

This suit is coming on this day before me for final hearing in the
presence of Sri. Mohd. Moian Ahmed Quadri, Counsel for the plaintiff and
of Sri C. Balagopal, Counsel for the defendant and upon perusal of the
material papers and hearing the arguments and the matter having stood
over for consideration till this day this court made the following decree:-

1. That the suit of the plaintiff be and the same is hereby
Dismissed.
2. That there is no order as to costs of the suit.

Given under my hand and the seal of this court on this the
22nd day of July, 2009.

G. Vallabha Naidu
II ADDL.SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

**COSTS OF THE SUIT
FOR PLAINTIFF:-**

FOR DEFENDANT

1. Stamp on Plaint	Rs. 9726-00	--
2. Stamp on power	Rs. 2-00	Rs. 2-00
3. Stamp on process.	Rs. 30-00	
4. Advocate fee		
5. Mis. Charge	} fc - etc - not used	

Total	Rs. 9758-00	2-00
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G. Vallabha Naidu
II ADDL. SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

SCHEDULE OF PROPERTY

All that the Flat No.213 on the 2nd floor, admeasuring 775 SFT of super built up area together with proportionate undivided share of land to the extent of 38.75 Sq.Yards and a reserved parking space for two wheeler bearing No.37 in residential apartment named as Silver Oak Apartments forming part of Sy.No.290, situated at Cherlapally village, Ghatkesar Mandal, RR Dist., bounded by:

- NORTH: Flat No.214.
- SOUTH : Flat No.212.
- EAST : 6' wide corridor..
- WEST : Open to sky

G. Vallabha Naidu
II ADDL. SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

**COURT OF THE DISTRICT &
SESSIONS JUDGE
Ranga Reddy District.**

C. A. No. 16803 of 2001/3
 Application Filed on: 18-7-13
 Charge Called on: 29-7-13
 Charges Deposited on: 1-8-13
 Receipt No. 6304 Rs.: 32-00
 Copy made Ready on: 5-8-13
 Copy Delivered on: 5-8-13

[Signature]
Superintendent
Central Copying Superintendent
Ranga Reddy District

READ BY :
COMPARED BY : [Signature]
Certified to be Xerox True Copy
[Signature]
Copyists Superintendent

IN THE COURT OF THE II ADDL. SENIOR CIVIL JUDGE; RR.DISTRICT
AT L.B.NAGAR: HYDERABAD.

PRESENT: SRI G.VALLABHA NAIDU, B.A., B.L.,
II ADDL. SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

DATED THIS THE 22nd DAY OF JULY, 2009.

OS.No.1223 OF 2007.

Between:-

G.Bala Krishna S/o. Late G.T.Swamy,
Occ: Business, R/o.Plot no.111,
Lalitha Nagar, Ramnagar Gundu,
Adikmet, Hyderabad.

..PLAINTIFF

AND

M/s.Summit Builders, a Registered Partnership
Firm Having office at 5-4-187/3 &4, III Floor,
M.G.Road Secunderabad.
Rep.by its Partner MR.Soham Modi
S/o.Satish Modi, Age:37yrs.

..Defendant.

This suit is coming before me for hearing in the presence of Sri Mohd.Moian Ahmed Quadri, Advocate for the plaintiff and Sri C.Balagopal, Advocate for the defendant and upon perusal of the record the matter having stood over for consideration till this day; this court delivered the following:-

JUDGEMENT

Suit for Specific performance of agreement of sale by directing the defendant to execute a registered sale deed in favour of the plaintiff in respect of the suit schedule property and for costs of the suit.

2. The averments of the plaint in brief are that the defendant has agreed to sell the plaint schedule property and the defendant agreed to purchase the same through oral agreement of sale dtd:31.8.06 for a valid consideration of Rs.7,25,000/- Out of which the plaintiff paid an amount of

G. Vallabha Naidu

Rs.60,000/- towards part payment of sale consideration and the remaining amount was agreed to be paid by the plaintiff at the time of registration. It is further averred in the plaint that the defendant has promised to execute a registered sale deed in favour of the plaintiff whenever he makes the payment after completion of the flat. At the first instance the plaintiff had paid Rs.10,000/- towards booking amount. On 17.10.06 the defendant requested the plaintiff to pay a sum of Rs.50,000/- as he is in financial need to complete the construction of the apartments. The plaintiff paid an amount of Rs.50,000/- to the defendant on 17.10.06 for which the defendant has passed a separate receipt. As the defendant collected sum of Rs.60,000/- from the plaintiff, the plaintiff asked the defendant to execute a register agreement of sale in his favour. It is further averred in the plaint that on 18.10.07 the defendant came to the plaintiff and offered to enter into agreement of sale but the terms of the agreement was not acceptable by the plaintiff as such he refused to sign on the agreement of sale. The defendant assured to the plaintiff that he will soon get the register agreement of sale in his favour and asked the plaintiff to sign on the agreement of sale which was brought by him and that he can keep the same as a collateral security. It is further averred in the plaint that the plaintiff is ready and willing to perform his part of contract since the date of the agreement till the sale deed is registered in favour of him. On 26.2.07 the plaintiff got prepared a demand draft in the name of the defendant and requested the defendant to accept the said demand draft and execute a registered sale deed in favour of him in respect of the plaint schedule property. But the defendant declined to do so. On 12.3.07 the

G. Vallabha Naik

plaintiff got issued a legal notice to the defendant but the defendant did not give any reply. On 22.4.07 again the plaintiff approached the defendant and requested him to execute a sale deed in his favour but the defendant not only abused him in filthy language and also threatened him with dire consequences. The defendant having received part payment of sale consideration in respect of the suit schedule property is under a legal obligation to perform his part of contract. Under these circumstances, the plaintiff filed the suit against the defendant for specific performance of agreement of sale by directing the defendant to execute a register sale deed in favour of him in respect of the suit schedule property after receiving the balance sale consideration. Hence, the plaint.

3. The defendant contested the suit by filing his written statement denying all the allegations made in the plaint. The contention of the defendant as per his written statement that the suit filed by the plaintiff is not maintainable either in law or on facts. The defendant denied that there was an oral agreement on 31.8.06 in between him and the plaintiff in respect of the suit schedule property. The defendant admitted that the plaintiff has paid a sum of Rs.60,000/- but he categorically denied that he was agreed to receive the balance amount at the time of the registration. The defendant admitted that the plaintiff paid booking amount of Rs.10,000/- and at the time of the said payment he informed to him that the value of the suit flat is Rs.7,25,000/- exclusive of registration and other charges and also informed to the plaintiff about the payment schedule. As a part of the payment schedule, the plaintiff has paid Rs.50,000/- on 17.10.06. Agreement of sale dtd:18.10.06 in favour of the plaintiff has

G. Vallabha Naidu

been signed by Smt G.Chandra Kala and he is not aware of any such person. It is further averred in the written statement of the defendant that he has no knowledge with regard to any change with regard to the payments schedule. The plaintiff took a flat on 31.8.06 and booking form was given to him and the plaintiff acknowledged the same as per the procedure followed by the defendant firm. The said booking form clearly spells out payment schedule to be followed by the purchaser of the flat. It is further averred in the written statement of the defendant that the plaintiff agreed to pay the installments. According to the scheme, the plaintiff has to pay an amount of Rs.50,000/- on 30.9.06 but the plaintiff paid amount on 17.10.06 which is one day before the execution of the agreement of sale. The plaintiff is supposed to pay further installments of Rs.2,21,666/- on 16.10.2006 and Rs.2,21,666/- on 15.11.06 and again Rs.2,21,668 on 31.12.06. But the plaintiff never bothered to pay the said amount as agreed. In fact he had sent reminders on 10.11.2006 and 16.11.2006 requested the plaintiff to finalise the payments and come forward for execution of the payments. It is further averred in the written statement of defendant that after the sale agreement was executed in favour of the plaintiff but signed by one Chandrakala for the reasons best known to the plaintiff. The plaintiff is bound by the terms of the agreement. It is further averred in the written statement of the defendant that inspite of repeated reminders issued by him several times regarding the installment payment issued a cancellation notice dtd:29.11.2006. The plaintiff never bothered to take any steps for arranging payments at that stage also. The plaintiff never approached

G. Vallabh Naray

him for execution of the sale deed on 22.4.2007 much less with a D.D and the plaintiff does not mention the value of the D.D but simply gives D.D number. But there is no mention of the bank name also. It is further averred in the written statement of the defendant that the defendant firm is a leading building firm in the twin cities and has been in business since long time and developed various projects and sold number of plots but there was no complaint from any of the customers. The plaintiff taking advantage of the increase of the value of the property as come up with this false suit for unlawful gain. The plaintiff has never shown any interest for performing his part of contract and he did not approach the court with clean hands. Hence, the defendant prays the court to dismiss the suit with costs.

4. Basing on the pleadings, the following issues were settled for trial:

- 1) Whether the defendant executed an agreement of sale dtd:31.8.2006 ?
- 2) Whether the plaintiff is always ready and willing to perform his part of the contract ?
- 3) Whether the plaintiff is entitled for specific performance of contract as prayed for ?
- 4) To what relief ?

5. To establish the case of the plaintiff, PW1 was examined and Exs.A1 to A4 were marked. On behalf of the defendant DW1 was examined and Exs.B1 to B9 were marked.

6. ISSUES NO.1 TO 3: To avoid repetition of the discussion all the three issues are clubbed together. The onus to prove these issues at the

G. Vallabha Naidu

first instance lies on the plaintiff. The learned counsel for the plaintiff submits that the defendant agreed to sell the plaint schedule property and the plaintiff agreed to purchase the same for total sale consideration of Rs.7,25,000/- and the plaintiff paid an amount of Rs.60,000/- towards advance sale consideration to the defendant and the plaintiff agreed to pay the remaining balance sale consideration at the time of the execution of the registered sale deed by the defendant in favour of the plaintiff in respect of the plaint schedule property. The learned counsel for the plaintiff further contended that though the plaintiff is ready and willing to perform his part of contract since the oral agreement of sale dtd:31.8.06 the defendant did not come forward to execute a registered sale deed in respect of the plaint schedule property. The learned counsel for the plaintiff further contended that the plaintiff got issued a legal notice to the defendant and the defendant received the same and did not give any reply and did not execute any registered sale deed in favour of the plaintiff in respect of the plaint schedule property and also threatened the plaintiff with dire consequences.

On the other hand the learned counsel for the defendant submits that the plaintiff has booked a flat on 31.8.06 and booking form was given to him and at the time of the booking of the flat the plaintiff paid an amount of Rs.10,000/- towards booking amount and subsequently on 17.10.06 the plaintiff has paid Rs.50,000/-. The learned counsel for the defendant further contended that in fact the defendant was ready to execute register sale deed in favour of the plaintiff in respect of the plaint schedule property, the plaintiff failed to pay the installments as clearly

G. Vallabha Reddy

spells out in the payment schedule. The learned counsel for the defendant further contended that as the plaintiff fails to pay the installments as per the terms and the plaintiff is not ready and willing to perform his part of contract, as such the defendant issued a cancellation notice on 29.11.06. The learned counsel for the defendant further contended that inspite of several reminders issued by the defendant firm the plaintiff did not bother to pay the installments to the plaintiff firm and the plaintiff never approached the defendant firm for the execution of the sale deed. The learned counsel for the defendant further contended that as the value of the suit schedule property has gone up and the plaintiff having taken advantage of the same filed this false suit for unlawful gain. The learned counsel for the defendant lastly contended that the plaintiff has never shown any interest to perform his part of contract. He did not approach the court with clean hands, as such he is not entitled for the relief of specific performance of the agreement of sale as prayed for. Hence, he prays the court to dismiss the suit.

In view of the submissions made by the respective counsel of both parties and before going to the merits of the case in a suit for specific performance of agreement of sale the burden is on the plaintiff to prove that he is always ready and willing to perform his part of the contract.

It is settled law that remedy for specific performance is an equitable remedy and is in the discretion of the court, which discretion requires to be exercised according to the settled principles of law and not arbitrarily as adumbrated U/s.20 of Specific Relief Act 1963. U/s.20 of the Specific Relief Act, the court is not bound to grant the relief just because

G. Vallabhrao Nanday

plaintiff must plead and prove that he had performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than those terms the performance of which has been prevented or waived by the defendant. The continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant the relief of specific performance. This circumstance is material and relevant and is required to be considered by the court while granting or refusing to grant the relief. If the plaintiff fails to either ever or prove the same he must fail. To adjudge whether the plaintiff is ready and willing to perform his part of the contract, the court must take into consideration the conduct of the plaintiff prior and subsequent to the filing of the suit along with other attending circumstances. The amount of consideration which he has to pay to the defendant must of necessity be proved to be available. Right from the date of the execution till the date of the decree he must prove that he is ready and has always been willing to perform his part of the contract.

In the present case in order to establish the case of the plaintiff, the learned counsel for the plaintiff filed the evidence affidavit of the plaintiff as PW1. As seen from the evidence affidavit of the PW1 he categorically reiterated all the contents of the plaint. The plaintiff in order to prove his case also got marked Exs.A1 to A4. Ex.A1 is the office copy of the legal notice got issued by the plaintiff through his Advocate to the defendants firm dtd:12.3.07. Ex.A2 is the postal acknowledgement. Ex.A3 is the copy of D.D dtd:26.2.07. Ex.A4 is the proceedings of the

G. Venkatesh Narayana

Commissioner incharge of the employment and training, Hyderabad. According to case of the plaintiff as per his evidence there was an oral agreement of sale dtd:31.8.06 in between him and the defendant firm in respect of the purchase of the plaint schedule property. As seen from the evidence affidavit of PW1 he categorically stated that he agreed to purchase the plaint schedule property for total consideration of amount of Rs.7,25,000/- and he has paid an amount of Rs.10,000/- towards booking amount of the plaint schedule property and again on 17.10.06 he paid Rs.50,000/- to the defendant for which the defendant has passed a separate receipt. The further case of the plaintiff that though the defendant firm has received an amount of Rs.60,000/- towards advance sale consideration but the defendant did not execute any register sale deed in favour of him in respect of the plaint schedule property even though he is ready and willing to perform his part of the contract.

On the other hand in order to substantiate the case of the defendant, the learned counsel for the defendant filed the evidence affidavit of the General Manager of the defendant company as DW1. As seen from the evidence affidavit of DW1 he categorically reiterated all the contents of the written statement filed by him. According to the case of the defendant and as per his evidence that the plaintiff has booked a flat on 31.8.06 and a booking form was given to him and as per the procedure the plaintiff cancelled the same. The further case of the defendant that the said booking form clearly spells out the payment schedule to be followed by the plaintiff. DW1 further stated in his evidence affidavit that the plaintiff agreed to pay the installments as spells out in the booking

G. Vallabha Reddy

form but failed to pay the installments. DW1 further stated in his affidavit that inspite of repeated reminders issued to the plaintiff by the defendant firm in respect of the payment of the installments the plaintiff never adhere the payment schedule as agreed upon. DW1 further stated in his evidence that the sale agreement dtd:18.10.06 was executed in favour of the plaintiff but signed by one Smt Chandrakala for the reasons best known to the plaintiff. DW1 further stated in his evidence that the plaintiff has not paid the balance of sale consideration as per the agreed payment schedule and the plaintiff was never ready and willing to perform his part of the contract as such he is not entitled to seek the relief of specific performance of agreement of sale. In order to substantiate the case of the defendant Exs.B1 to B9 were marked. Ex.B1 is booking form dtd:18.9.06 signed by the plaintiff. Ex.B2 is the office copy of the letter dtd:20.9.06 addressed by the defendant company to the plaintiff. Ex.B3 is the reminder notice got issued by the defendant firm to the plaintiff dtd:10.11.06. Ex.B4 is the postal acknowledgement along with another reminder notice dtd:16.11.06. Ex.B5 relied upon by the defendant is the cancellation notice got issued by the defendant company to the plaintiff dtd:29.11.06 and Ex.B6 is copy of the cancellation notice dtd:22.2.07 got issued by the defendant company to the Plaintiff along with the postal acknowledgement. Ex.B7 is the agreement of sale dtd:18.10.06. Ex.B8 is the reminder notice got issued by defendant company dtd:16.11.06 alongwith postal acknowledgement. Ex.B9 is the reply notice given by the defendant to the plaintiff dtd:29.3.07.

G. Vallabh Reddy

In a suit for specific performance of agreement of sale it is the duty of the plaintiff to establish his readiness and willingness to perform his part of the contract. The readiness and willingness cannot be treated as a straight jacket formula. These have to be determined by the entirety of the facts and circumstances relevant to the intention and conduct of the party concerned. Time and again the Hon'ble Supreme Court held that:

"The readiness as contemplated U/s.16 of the Specific Relief Act is not confined to the one referable to the date of which the suit is filed."

On the other hand it must exist ever since the payments of the balance became due and must subsist till the suit filed and if not there after.

In the present case as seen from the evidence adduced by both parties there is no dispute that the plaintiff agreed to purchase the suit schedule property for total sale consideration amount of Rs.7,25,000/-. It is also not in dispute that the plaintiff paid an amount of Rs.60,000/- as advance sale consideration to the defendant. The main contention of the plaintiff that though he is always ready and willing to perform his part of the contract the defendant fails to execute register sale deed in favour of him in respect of the plaint schedule property. On the other hand it is the case of the defendant that the plaintiff failed to adhere to the terms of the agreement of sale, as such the agreement therefore cancelled and the plaintiff is not entitled to seek the equitable relief of specific performance of agreement of sale.

G. Vallabha Naidu

In view of the submissions made by the respective parties as seen from the contents of the plaint and the evidence of PW1 he categorically stated that an oral agreement of sale was took place in between him and the defendant on 31.8.06 in respect of the plaint schedule property. But as seen from the contents of Ex.A1 O/c. of legal notice got issued by the plaintiff to the defendant it is clearly averred that the plaintiff entered in to an agreement of sale on 18.10.06 for purchase of the plaint schedule property for total sale consideration of amount of Rs.7,25,000/- and he paid an amount of Rs.60,000/- as a first installment and agreed to pay the remaining amount or on before 31.12.06. But as seen from the contents of the plaint there is no whisper that the plaintiff was agreed to pay the remaining amount on or before 31.12.06. As seen from the evidence of PW1 at one breathe he is contending that there is an oral agreement of sale in between him and the defendant on 31.8.06 in respect of the plaint schedule property, but at another breathe as per the contents of Ex.A1 legal notice dtd:12.3.07 he is contending that he entered in to an agreement of sale on 18.10.06 with the defendant for purchase of the plaint schedule property for total sale consideration amount of Rs.7,25,000/-. Admittedly the plaintiff is not disputing about Ex.B1 booking from relied upon by the defendant. The main contention of the plaintiff that at the time of obtaining his signature on Ex.B1 the contents were not filled. Admittedly the plaintiff is not disputing his signature found on Ex.B1. When the defendant admits his signature found on Ex.B1 the presumption that can be drawn that the contents of the documents were read over and explained to the defendant. It is not the case of the plaintiff that the signature found

G. Vallabha Rao

on Ex.B1 does not belongs to him. According to the case of plaintiff that the defendant created a written agreement of sale dtd:18.10.06 which was signed by one Chandrakala. But as seen from the contents of Ex.A1 legal notice got issued by the plaintiff to the defendant he categorically admitted about the entering in to agreement of sale dtd:18.10.06 with the defendant in respect of plaint schedule property. There is no whisper either in the plaint pleadings or Ex.A1 legal notice that the defendant created Ex.B7 agreement of sale dtd:18.10.06 relied upon by the defendant. Admittedly Ex.B7 relied upon by the defendant was signed by one Chandrakala but not the plaintiff. Even assuming that the Ex.B7 relied upon by the defendant cannot be taken into consideration, plaintiff fails to pay the installments as per the terms of Ex.B1 booking form relied upon by the defendant. As seen from the cross examination of PW1 he categorically admitted that in Ex.A1 legal notice dtd:12.3.07 it is mentioned that he entered in to an agreement of sale dtd:18.10.06 with the defendant. PW1 further admitted in his cross examination that before issuance of the legal notice he made is signatures on the booking form on Ex.B1 on 18.9.06. PW1 further admitted in his cross examination that he did not mention either in Ex.A1 legal notice or in his evidence affidavit that he made his signature on the blank form. For the first time at the time of the cross examination of PW1 he categorically stated that he made his signature on Ex.B1. As seen from the recitals of Ex.B1 relied upon by the defendant as per the terms and conditions that the purchaser shall execute the required documents within the period of 30days from this booking along with the payment of the first installment mentioned over leaf. In

G. Vallabha Naidu

cancelled and the builder shall be entitled to deduct cancellation charges. Admittedly as seen from the cross examination of DW1 that an oral agreement has taken place and that it was agreed that an amount of Rs.7,25,000/- to be paid in four installments before the delivery of the flat. DW1 further admitted in his cross examination that he did not pay the installments. In the present case as seen from the documents relied upon by the defendant i.e Ex.B3 it is evident that the defendant on 10.11.06 under the original of Ex.B3 notice issued reminder notice to the plaintiff to pay the installments within 7 days after receiving the notice. The said notice was received by one G.Chandrakala. Again the defendant on 16.11.06 got issued another reminder notice to the plaintiff to pay the installments. The defendant on 29.11.06 got issued a cancellation notice under the original of Ex.B5. This court is to the view that if the plaintiff is ready and willing to perform his part of the contract as pleaded by him he has to inform about his readiness and willingness to perform his part of the contract by issuing a notice to the defendant. But in the present case the plaintiff got issued a notice to the defendant at the first instance under the original of Ex.A1 on 12.3.07 i.e after issuance of the reminders and the cancellation notice by the defendant to the plaintiff. There is no iota of evidence adduced by the plaintiff to prove his readiness and willingness to perform his part of the contract except the oral say. Exs.A1 to A4 relied upon by the plaintiff are no way helpful to establish the case of the plaintiff that he is ready and willing to perform his part of the contract, but the defendant did not come forward to execute the registered sale deed in

G. Vallabha Rao

favour of him in respect of the plaint schedule property. As seen from the evidence adduced by the plaintiff and as seen from the contents of Ex.A1 legal notice got issued by the plaintiff to the defendant on 12.3.07 he took inconsistent pleas. The court may infer from facts and circumstances whether the plaintiff was ready and was always ready and willing to perform his part of the contract. But in the present case as seen from the cross examination of PW1 this court safely came to a conclusion that the plaintiff is not ready and willing to perform his part of contract. In view of the circumstances and in view of the evidence adduced by both parties coupled with the documents relied upon by them, this court has no hesitation to hold that the plaintiff has not proved that he was always ready and willing to perform his part of the contract.

As seen from the cross examination of DW1 nothing was elicited to dis-credit his testimony. This court is of the view that if really the plaintiff was ready and willing to perform his part of contract what would prevent him to issue a notice to the defendant prior to issuance of the reminders and cancellation notice by the defendant to the plaintiff. As seen from the Clause VI of Ex.B7 agreement of sale that "in case of delay in payment of installments for more than three months from the due date, the agreement shall stand cancelled and the vendor shall be entitled to charge cancellation charges." Even assuming that the Ex.B7 agreement of sale does not bind on the plaintiff it cannot be said that the plaintiff is ready and willing to perform his part of the contract. The plaintiff failed to pay the installments as per the terms and conditions of Ex.B1. As the plaintiff did not approach the court for seeking the equitable relief of specific

G. Vallabha Naik

equitable relief of specific performance of agreement of sale. Accordingly, these issues 1 to 3 are decided in favour of the defendant and against the plaintiff.

7. ISSUE NO.4: To what relief?

In view of the above discussion and in view of my findings on issues no.1 to 3, this court is of the opinion that the plaintiff is not entitled to seek the equitable relief of specific performance of agreement of sale as he did not approach the court with clean hands, as such he is not entitled for specific performance of contract as prayed for.

In the result, the suit filed by the plaintiff is dismissed. But under the circumstances of the case there shall be no order as to costs.

Dictated to the Personal Assistant, transcribed by her corrected and pronounced by me in the open court on this the 22nd day of July, 2009.

G. Vallabha Naidu
II ADDL.SENIOR CIVIL JUDGE,
RANGA REDDY DISTRICT.

APPENDIX OF EVIDENCE.

FOR PLAINTIFFS.

PW1 : G.Bala Krishna.

FOR DEFENDANTS

DW1 : Kanka Rao.

FOR PLAINTIFFS.

EX.A1 : O/c. of legal notice dtd:12.3.07.

Ex.A2 : Postal acknowledgement dtd:23.3.07.

Ex.A3 : Copy of D.D dtd:26.2.07.

Ex.A4 : Proceedings of Commissioner Dtd:22.8.08.

FOR DEFENDANTS:

- Ex.B1 : Booking form dtd:18.9.06.
- Ex.B2 : Letter dtd:20.9.06.
- Ex.B3 : Reminder notice dtd:10.11.06.
- Ex.B4 : Postal acknowledgement.
- Ex.B5 : Cancellation notice dtd:29.11.06.
- Ex.B6 : Cancellation notice dtd:22.2.07.
- Ex.B7 : Agreement of sale.
- Ex.B8 : Reminder notice.
- Ex.B9 : Reply dtd:29.3.07.

G. Vallabha Hooley
 II ADDL.SENIOR CIVIL JUDGE,
 R.R.DISTRICT.

COURT OF THE DISTRICT &
 SESSIONS JUDGE
 Ranga Reddy District.

C. A. No. 16803 of 200 13
 Application filed on: 10-7-13.
 Charge Called on: 29-7-13.
 Charges Deposited on: 1-8-13
 Receipt No. 6304 Rs.: 38.00
 Copy made Ready on: 5-8-13
 Copy Delivered on: 5-8-13

READ BY:
 COMPARED BY: la
 Certified to be Xerox True Copy
DM
 Copyists Superintendent.

T. S. Rama S/A
 Superintendent
 Central Copying Superintendent
 Ranga Reddy District

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IN THE COURT OF THE HON'BLE SENIOR CIVIL JUDGE: RANGA REDDY DIST.
AT: L.B. NAGAR

I.A.No. 1166 of 2007
In

O.S.No. 1223 of 2007

BETWEEN:

Sri. G. Bala Krishna .. Petitioner / Plaintiff

And

M/s. Summit Builders .. Respondents / Defendants

COUNTER AFFIDAVIT ON BEHALF OF THE RESPONDENT

I, SOHAM MODI, S/o. Satish Modi, aged 37 years, R/o. 5-4-187/3 & 4, MG Road, Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I submit I am the partner of the Respondent Firm and as such, well aware of the facts deposed herein. I have read the affidavit filed by the petitioner in support of his application for grant of an injunction. I deny all the adverse allegations contained therein. The petitioner has come forward with false and baseless allegations.
2. In reply to para no.1, it is formal and does not call for any reply.
3. In reply to para no.2, it is true as far as the description and other details of the Flat No.213, Silver Oak Apartments, but it is not true to say that there was any oral agreement dated 31-08-2006. I submit that our firm

does not have the practice of entering into any oral agreements. It is true that the petitioner has paid a sum of Rs.60,000/- but it is not true to say that it was agreed that the balance amount would be paid at the time of registration. The facts pertaining thereto are enumerated in subsequent paragraphs.

4. In reply to para no.3, it is not true to say that the respondent has promised to execute the sale deed whenever the petitioner makes payment after the completion of the Flat. It is true to say that on 31-08-2006 on the date of the booking by the petitioner the cost was indicated as Rs.7,25,000/- and it is true that the petitioner has paid an amount of Rs.10,000/- towards booking. I submit at the time of booking the petitioner was informed about the payment schedule before any formal agreement is executed by the respondent. It is only as a part of this payment schedule the petitioner has paid Rs.50,000/- on 17.10.2006 but it is not true to say that the respondent was in dire financial need for completing the project. In fact it is not true to say that the petitioner did not sign the agreement dated 18.10.2006. I submit that the agreement of sale dated 18-10-2006 in favour of the petitioner has been signed by one G. CHANDRA KALA. It is also not true to say that the respondent has informed the petitioner that he can use the agreement of sale as collateral.
5. In reply to para no.4, it is not true to say that the petitioner is ready and

willing to perform his part of the contract and it is also not true to say that that the notice dated 12.03.2007 issued by the petitioner's counsel was not replied. In fact a reply was sent by the respondent's counsel on 31-03-2007 vide registered post. This respondent denies that any D.D. was prepared by the petitioner.

6. In reply to para no.5, the allegations in the para are denied in toto.

7. With regard to para no.6, it is not true to say that the petitioner has paid the consideration as per schedule.

8. With regard to para no.7, the petitioner does not have any right to restrain the respondent from disposing of the property as he has not done his part of the agreement.

9. With regard to para no.8, the petitioner does not have any prime facie case nor is the balance of convenience in his favour.

10. I further submit that the petitioner herein has booked a Flat on 18.09.2006 and a booking form was given to him, acknowledging his booking which is the procedure followed by the respondent. The said booking form clearly spells out the payment schedule to be followed by the purchaser of the flat. The same was also explained orally by the petitioner's employees at the time of booking.

11. I submit that the petitioner agreed for the installments to be paid. According to the said scheme he was to pay an amount of Rs. 50,000/- on 30.09.2006 but the petitioner paid that amount on 17.10.2006 which is one day before the execution of the agreement of sale. He was supposed to pay a further installments of Rs. 2,21,666/- on 16.10.2006, Rs. 2,21,666/- on 15.11.2006 and again Rs. 2,21,668 on 31.12.2006. The petitioner never bothered to adhere to the payment schedule as agreed upon. In fact the respondent had sent reminders on 10.11.2006, 16.11.2006 asking the petitioner to finalize the payments and come forward for the execution of the sale agreement.
12. I submit the sale agreement was executed in favour of the petitioner but signed by one G. CHANDRA KALA for the reasons best known to the petitioner. Whatever may be the case the petitioner is bound by the terms of the agreement? I further submit that the respondent after reminding the petitioner several times regarding the installment payment issued a cancellation notice dated 29-11-2006.
13. I submit that the petitioner never approached the respondent on 22.04.2007 or any other date for the execution of sale deed much less with a D.D. The petitioner does not mention the value of the D.D but simply gives a D.D. number which he says is from the same bank where he has obtained loan. There is no mention of the Bank name.

14. I submit that the respondent is a leading building firm in the twin cities and have been in business for quite long time and have developed various projects and sold number of Flats but there as never been any complaints from the customers. The petitioner is blatantly lying about the use of filthy language or threatening to kill by the respondent. The petitioner has never been ready to perform the terms of the contract. The petitioner has come forward with false pleas regarding the alleged financial stringency of the respondent. Further, even according to the petitioner he refused to agree to the terms of the agreement and has not signed. In view of the said averment, it is clear that there is no binding contract. Hence the petitioner is not entitled to the equitable relief of Injunction or much less the relief of specific performance of this alleged agreement.

15. I further submit as the petitioner has found that the properties values have gone up in and around Hyderabad wants to take advantage of the same and as come up with the suit for unlawful gain. The petitioner has never shown any interest for performing his part of the contract.

It is, therefore, prayed that this application be dismissed with heavy costs.

Sworn and signed his name
before me on the day of June, 2007
At: L.B. Nagar.

DEPONENT

ADVOCATE / L. B. NAGAR

IN THE COURT OF THE HON'BLE
JUDGE SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT
AT: L.B. NAGAR

I.A.No. 1166 of 2007
in

O.S.No. 1223 of 2007

BETWEEN:

Sri. G. Bala Krishna
..Petitioner / Plaintiff

And

M/s. Summit Builders
..Respondents / Defendants

**COUNTER AFFIDAVIT ON BEHALF
OF THE RESPONDENT**

Filed on: 25.06.2007

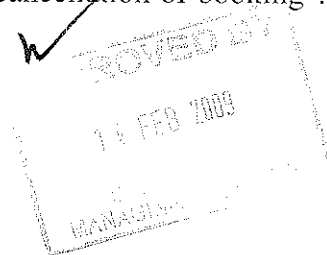
Filed by: C.BALA GOPAL
Counsel for Plaintiff

201, Al-Kauser Apartment,
West Marredpally,
Secunderabad.

DR. B. K.

**Points in the case of G. Bala Krishna – Flat No. 213, Silver Oak Apartments,
Cherlapally, Hyderabad.**

1. Mr. G. Bala Krishna (customer) booked a flat bearing No. 213 in Silver Oak Apartments, Cherlapally, Hyderabad on 18.09.2006 against Booking Form No. 1205 dated 18.09.2006 for Rs. 7,25,000/-. Booking taken by the Marketing Executive Mr. Solomon.
2. Mr. G. Balakrishna (customer) has paid an initial amount of Rs. 10,000/- towards booking amount on 04.09.2006.
3. As per the terms and conditions the booking form I installment of Rs. 50,000/- is payable on or before 30.09.2006 but the customer has paid the same on 18.10.2006 (18 days delay).
4. And the balance installments are payable as per the following dates:
 - a. Rs. 2,21,666/- payable on or before 16.10.2006
 - b. Rs. 2,21,666/- payable on or before 15.11.2006
 - c. Rs. 2,21,668/- payable on or before 31.12.2006
5. We informed to the customer vide our letter dated 20.09.2006, if he (customer) is availing housing loan he must complete loan application process with in 15 days from the booking date.
6. There is no response to our above referred letter from the customer.
7. Again we sent a reminder on 16.10.2006 for further payments asking the customer to come and execute sale agreement.
8. On 18.10.2006 the customer had come and executed agreement of sale.
9. We sent a reminder notice for further payments vide our letter dated 10.11.2006.
10. The customer did not respond for that letter also.
11. One more reminder has sent to the customer vide our letter dated 16.11.2006 asking the customer to complete housing loan application formalities and intimated to the customer “ if you fail to comply with the above, we shall be compelled to take action as per our terms and conditions including cancellation of booking”. But there is no response from the customer.



12. We sent a cancellation notice dated 29.11.2006 stating that “ in spite of repeated reminders you have not come forward to make further payment as stated in the Agreement of Sale. In view of the above please note that your sale agreement stands cancelled and the payments made by you are hereby forfeited. Hereafter we will be at liberty to allot the said flat to any intending purchaser”.
13. There is no response from the customer to the above letter also.
14. Again we sent one more cancellation notice on 22.02.2007.
15. We have received a legal notice dated 12.03.2007 from Mohd. Moin Ahmed Quadri on behalf of the customer.
16. Our Advocate Shri. C. Balgopal has sent a reply to the above legal notice.

✓
APPROVED
16 FEB 2009
SOMER K. S. S.
MANAGING DIRECTOR

C. BALAGOPAL

AMEERUNNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRA MOULI

L. H. RAJESHWER RAO
BATHINA SRIHARI
MARY RUPA
ADVOCATES



201, Al-Kauser Apartments,
Road No.10, West Marredpally,
Secunderabad - 26.
E-mail : chattabala1@rediffmail.com
☎ Off : 27805530

To:

Date: 29-03-2007

Mohd.Moin Ahmed Quadri
Advocate
No.108, Siddhartha Apartments,
Jamai Osmania, Hyderabad-064.

Sir,

Please refer to your notice dated 12-3-2007 issued on behalf of your client Mr. G. Balakrishna, S/o.G.T.Swanly to our client M/s. Summit Builders, rep. by Mr.Soham Modi, our client has placed the above said notice with instructions to give reply as follows:-

1. In reply to unnumbered para No.2 of your notice, it is true that your client had entered into an Agreement of Sale dated 18-10-2006 with our clients and agreed to purchase a flat in our clients venture at Cherlapally Village, Ghatkesar Mandal, R.R.District for a sale consideration of Rs.7,25,000/-and your client paid a sum of Rs.60,000/- towards booking amount and first installment, but it is emphatically deny that our client agreed to receive the remaining amount on or before 31-12-2006. Infact, a payment schedule has been clearly mentioned under clause no.4 of the above said agreement which your client has agreed to abide by. It is necessary to mention here that your client has signed the said Agreement as G.Chandrakala for the reasons best known to him, hence the agreement itself is not valid in the eye of law. As per the above clause no.4 of the above said Agreement, your client has to pay second installment of Rs.2,21,666/- on 16-10-2006 and third installment of the same amount before 15th November 2006 and fourth installment of Rs.2,21,668/- before 31st December 2006, but your client never bothered to adhere to the payment schedule as agreed upon. Our client has sent several reminders namely dated 10-11-2006, 16-11-2006. In spite of the above said reminders, your client has failed to pay the installments as per the Agreement. In view of your client's failure to pay the installments as agreed upon, our client cancelled the Agreement vide letter dated 29-11-2006. As there was no response to the above said letter of cancellation, our client issued one more cancellation letter on 22-02-2007 intimating your client that the Sale

சென்னை மாநகராட்சி
பொதுப்பணித் துறை
பொதுப்பணித் துறை
பொதுப்பணித் துறை
பொதுப்பணித் துறை



சென்னை மாநகராட்சி
பொதுப்பணித் துறை
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பொதுப்பணித் துறை

Agreement has been cancelled and also clearly mentioned that our client has forfeited the amount paid by your client. Our client rightly cancelled the Agreement of Sale in view of the default committed by your client in payment of installments.

2. In reply to unnumbered para No.3 of your notice, it is denied that your client approached our client with a Demand Draft on 26-02-2007 and requested for the registration of the flat and it is further emphatically denied that our client asked your client to pay an additional amount of Rs.50,000/- contrary to the Agreement as alleged. Our client never demanded any extra payment from your client. When your client never approached our client with money, the question of my client demanding extra money does not arise. Infact, your client failed to adhere to the payment schedule of the agreement and as the agreement was duly cancelled, our client refused to register the flat in your client's favour.

If inspite of this reply, should your client launches any proceedings, our client will resist the same holding your client responsible for all costs and consequences thereof.

Yours faithfully,


(C. BALAGOPAL)

EX-PARTE AD INTERIM INJUNCTION ORDER 39 RULE 1 & 2 C.P.C.

IN THE COURT OF THE VACATION CIVIL JUDGE, R.R. DISTRICT.

I.A.No. 87 of 2007

in
O.S.No. 23 of 2007

Between :

Sri G. Balakrishna

... Petitioner/Plaintiff

A N D

M/s. Summit Builders

... Respondent/Defendant

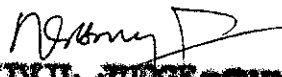
To

**M/s. Summit Builders a regd. Partnership
Firm having office at 3-4-187/344,
3rd floor, N.G. Road, Secunderabad-500003.
Rep. by its partner M.R. Soham Modi
S/o. Satish Modi age about 37 years,**

Upon motion made upto this Court by Sri Meen Ahmed Quadri Advocate for the petitioner/plaintiff and upon reading the petition of the petitioner filed in this matter on this the 8th day of May, 2007 and upon affidavit in support thereof this Court doth order that the ad interim injunction be awarded restraining the respondent from alienating disposing of or creating any 3rd party rights in any manner whatsoever in respect of suit schedule property flat until further orders.

The petition stands posted to 25.05.2007.


Given under my hand and the seal of this Court on this the 8th day of May, 2007.


VACATION CIVIL JUDGE-CUM-
V. ADDL. DISTRICT JUDGE,
RANGA REDDY DISTRICT.

SCHEDULE OF PROPERTY

All that a flat No.213 on the second floor, admeasuring 775 Sq. feet of super built up area together with proportionate undivided share of land to the extent of 38.75 Sq. yds and a reserved parking space for two wheelers bearing No.37, in the residential apartment name as Silver Oak apartments forming part of the Sy.No.290, situated at Cherlapally Village, Ghatkesar Mandal, R.R. District bounded by :

NORTH : Flat No.214
SOUTH : Flat No.212
EAST : 6' wide corridor
WEST : Open to sky.


VACATION CIVIL JUDGE-CUM-
V. ADDL. DISTRICT JUDGE,
RANGA REDDY DISTRICT.

FORM No. 2 SUMMONS FOR SETTLEMENT OF ISSUES

(Order V Rules 3 & 5)

IN THE COURT OF THE Jones Civil Judge
AT H.R. - DMF

O.S. No. 23 of 2007

Between : G. Balakrishna Plaintiff

AND

M/s. Summit Builders v.p. M.R. Sahay Defendant
To M/s. Summit Builders a vested Partner Ship firm
Having office at S-4-187/138 & 4 11 Floor,
H.G. Road Sec. vcp by its Partner M.R. Sahay

Whereas the sl. sath modi
has instituted as suit against you for _____

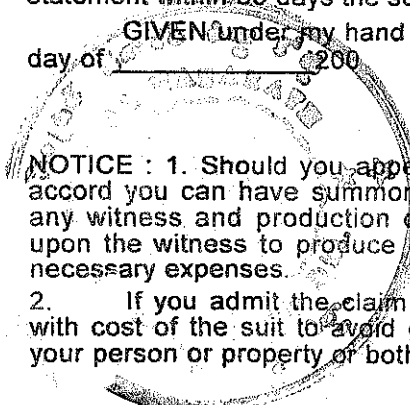
you are hereby summoned to appear in this court in person or by a pleader duly instructed and able to answer all material questions relating to the suit or who shall be accomplished by some person able to answer all such questions on the 25/6/07 day of _____ 2007 at 10-30 O'clocks in the forenoon to answer the claim, and further you are hereby directed to file within 30 days of Service of this Summon a written statement of your defence and to produce on the said day all documents in your possession or power upon which you base your defence.

TAKE notice that in default of your appearance and to file your written statement within 30 days the suit will be heard and determined in your absence.

GIVEN under my hand seal of this court this 8/9/07 day of _____ 2007

NOTICE : 1. Should you appeared your witness will not attend on their own accord you can have summons from this court to compel the attendance of any witness and production of any document that you have a right to call upon the witness to produce on applying to the court and an depositing the necessary expenses.

2. If you admit the claim you should pay the money into court together with cost of the suit to avoid execution of the decree, which may be against your person or property or both.



JUDGE
[Signature]

Notice to Show Cause (General Form)

IN THE COURT OF THE Senior Civil Judge

AT R. R. D. D.

I. A. No. 87 of 2007
IN

O. No. 23 of 2007

Between: G. Balakrishna Petitioner

AND

M/s. Summit Builders Respondent

To M/s. Summit Builders a regd Partnership firm

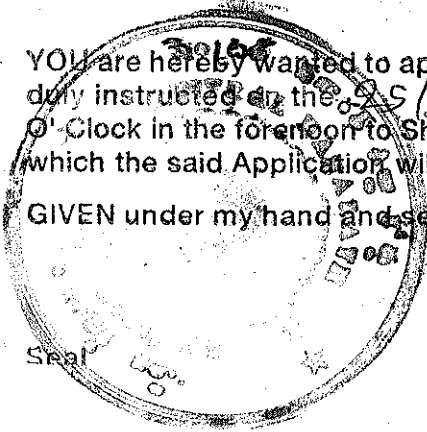
S-4-157/384, 4th Floor MG Road Sec

rep by its partner M. R. Sahay Modi Sr. Sahay

WHEREAS the above Named Petitioner Modi
has made an Application to this Court

YOU are hereby warned to appear in this court in person or by a pleader
duly instructed on the 8/5/07 day of 2007 at 10-30
O' Clock in the forenoon to Show Cause of against the Application, failing
which the said Application will be heard and determined ex parte.

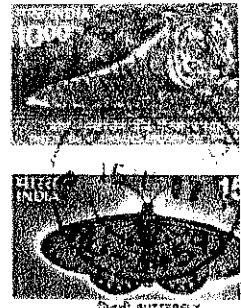
GIVEN under my hand and seal of Court this 8/5/07 day of 2007



[Signature]
By Order NAZIR

707

Regd B/A with A/C Due



To
M/s. Summit Builders
S-4-187/3&4, 11 Floor,
M.G. Road Sec 6 & rep by its partner

DESPATCH CLERK
CENTRAL NAZARATE
District Court,
L.B.Nagar, R.R. Dist. Hyd-74.

M.R. Sahay Modi. Sl. Satish Modi
R. L. No. 1315 Date 15/6/07
87/07
23/07 P. 55
L.R. Name: M. L. No. 500 074.

Notice to Show Cause (General Form)

IN THE COURT OF THE Junior Civil Judge
AT R.R. Dist
I. A. No. 87 of 2007
IN
O. No. 23 of 2007

Between: A. Balakrishna Petitioner

AND

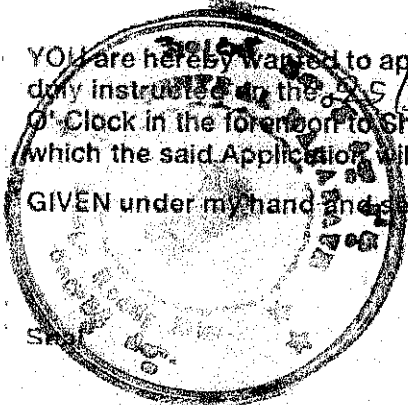
M/s. Summit Builders Respondent

To M/s. Summit Builders a regd Partnership firm
S-4-187/3&4, 11 Floor M.G. Road Sec
rep by its partner M.R. Sahay Modi Sl. Satish Modi

WHEREAS the above Named Petitioner Modi
has made an Application to this Court

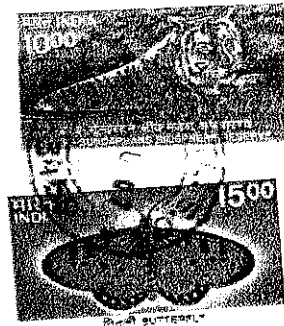
YOU are hereby warned to appear in this court in person or by a pleader
day instructed in the 15/5/07 day of 2007 at 10-30
O'Clock in the forenoon to Show Cause of against the Application, failing
which the said Application will be heard and determined ex parte.

GIVEN under my hand and seal of Court this 15/5/07 day of 2007



By Order NAZIR

Regd post with ACK due



To
M/s. Summit Builders
S-4-187/3 & 4, 11 Floor,
M.G. Road Secunderabad.

R. L. No. 4601 Date 15.6.07

L.B. Nagar J-500 074

DESPATCH CLERK
CENTRAL CAZARATE
Court

Rep by its partner
M.R. Saham Modi Sh. Satish Modi

FORM No. 2 SUMMONS FOR SETTLEMENT OF ISSUES

(Order V Rules 3 & 5)

IN THE COURT OF THE Judges Civil Judge

AT M.R. - DMF

O.S. No. 23 of 2007.

Between : G. Bala Krishna Plaintiff

AND

M/s. Summit Builders Rep M.R. Saham Modi Defendant
To M/s. Summit Builders a regd partner ship firm
Having office at S-4-187/3 & 4 11 Floor,
M.G. Road Sec. Rep by its partner M.R. Saham Modi
Whereas the Sh. Satish Modi

has instituted as suit against you for _____

you are hereby summoned to appear in this court in person or by a pleader duly instructed and able to answer all material questions relating to the suit or who shall be accomplished by some person able to answer all such questions

on the 25/6/07 day of _____ 2007 at 10-30 O'clocks

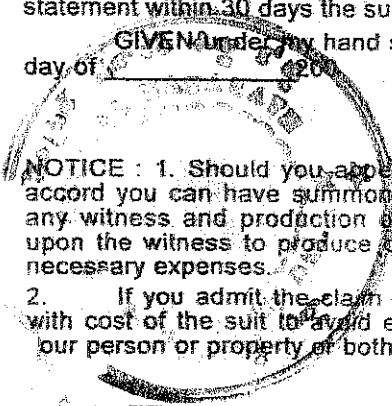
in the forenoon to answer the claim, and further you are hereby directed to file within 30 days of Service of this Summon a written statement of your defence and to produce on the said day all documents in your possession or power upon which you base your defence.

TAKE notice that in default of your appearance and to file your written statement within 30 days the suit will be heard and determined in your absence.

GIVEN under my hand seal of this court this 8/9/07 day of _____ 2007

NOTICE : 1. Should you appear your witness will not attend their own accord you can have summons from this court to compel the attendance of any witness and production of any document that you have a right to call upon the witness to produce on applying to the court and an depositing the necessary expenses.

2. If you admit the claim you should pay the money into court together with cost of the suit to avoid execution of the decree, which may be against our person or property or both.



Handwritten signature and date 8/9/07.

IN THE COURT OF VACATION JUDGE AT RUDHYA

IN THE COURT OF SY. CIVIL JUDGE, R.R. District AT L.B. Nagar.

O.S. No. 23 of 2007

Between:

Sri G. Bala Krishna S/o Late G.T. Swamy
Aged about yrs, Occ: Business, R/o
Plot No. 111, Lalitha Nagar, Ramnagar Gundu,
Adikmet, Hyderabad

...Plaintiff

And

M/s Summit Builders, a registered partnership firm
Having office at 5-4-187/3&4, III Floor,
M.G. Road Secundrabad 500003
Represented by its partner
MR. Soham Modi, s/o Satish Modi, aged about 37 years.

...Defendant

SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT OF SALE.

PLAINT U/S 26, ORDER 7, RULE 1, C.P.C.

1. Description of plaintiff: That the address of the plaintiff for the service of notice, summons etc is the same as above and that of his counsel M/s Mohd .Moin Ahmed Quadri, Mohd Shafeeq Advocates having office at Flat No. 108, Siddhartha Apartments, Jamai Osmania, Hyderabad-61.

2. Description of Defendant: That the address of the defendants for the service of notice, summons etc is the same as stated above.

The above named plaintiff respectfully submits as under:



3. That the defendant has agreed to sell and the plaintiff has agreed to purchase all that a Flat No. 213 on the second Floor, measuring 775 sq.ft. of super built up area together with proportionate undivided share of land to the extent of 38.75 sq.yards and a reserved parking space for two wheelers bearing no.37, in residential apartment named as Silver Oak Apartments forming part of Survey No. 290, Situated at Cherlapally Village, Ghatkesar Mandal, R.R. District, bounded by:

North: Flat NO : 214

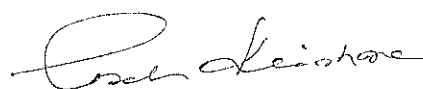
South: Flat NO : 212

East: 6' Wide Corridor

West: Open to Sky

Through oral agreement of sale dated 31-08-2006, for a valid consideration of Rs 7,25,000/- (rupees seven Lakhs twenty five thousand only), out of which the plaintiff has already paid a sum of Rs 60,000/- (rupees sixty thousand only) towards part payment of the sale consideration and the remaining amount was agreed to be paid by the plaintiff at the time of registration. The above said property is herein after referred to as the suit property.

2. The defendant has promised that he will execute a sale deed in favour of the plaintiff when ever he makes the payment after completion of the flat. It is pertinent to mention that the plaintiff and defendant agreed for the purchase and sale of the suit schedule property for the sale consideration of rs 7,25,000 (seven lakhs twenty five thousand) on



31-8-2006 orally and the plaintiff has paid a sum of rs. 10,000 towards booking amount the copy of the said receipt is enclosed herewith. On 17-10-2006 the defendant requested plaintiff to pay a sum of Rupees 50,000 thousand as he is in financial need to complete the construction of the apartments, accepting the request of the defendant plaintiff paid the amount of Rupees 50,000 to the defendant on 17-10-2006, for which the defendant has passed the separate receipt the copy of which is enclosed herewith. As the defendant has collected the sum of Rupees 60,000 from the plaintiff, the plaintiff asked the defendant to execute the registered agreement of sale in his favour, the defendant on 18th October 2007 came to the plaintiff and offered to enter into the agreement of sale but the terms of the said agreement was not acceptable by the plaintiff so plaintiff refused to singe the same. Defendant assured the plaintiff that he will soon get the register agreement of sale in his favour and signed the agreement of sale which he brought with himself and said that the defendant can keep the same as collateral security.

3. The plaintiff is ready and willing to perform his part of contract, since the date of agreement, till the sale deed is registered and till the decree ^{is} is finally satisfied. That on 26-9-07, the plaintiff got prepared D.D. in the name of defendant and requested to accept the D.D. Regd the suit schedule property in his favour. But he decl
On 12-3-2007, a legal notice was issued to the defendant, but he did not choose to give any reply.

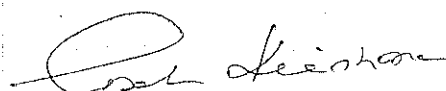
4. That on 22-4-2007, when the plaintiff once again approached the defendant to request him to execute a sale deed in his favour, the

Prakash Deishan

defendant not only abused him in filthy language but also threatened to kill him, if he asks anything in respect of the suit property. The original D.D. No 853730 is with the Bank as the plaintiff has obtained the loan from the same Bank.

5. The defendant having received the part payment of the sale consideration in respect of the suit schedule property is under a legal obligation to perform the same. Non performance of a statutory duty has compelled this plaintiff to approach this Hon'ble Court to save himself from irreparable loss. Hence the suit.
6. It is pertinent to mention here that the plaintiff has come to know that the defendant is intending to enter into a sale transaction in respect of the suit property with some third parties.
7. That no such suit was filed earlier against the Defendant for a similar relief nor any suit is pending in between the plaintiff and defendant under the same title for the same relief in any court of law.

8. CAUSE OF ACTION: That the cause of action arose against the Defendant at R.R. District. on 31st August 2006 when the plaintiff entered into an agreement of sale with the defendant in respect of the suit property and on all subsequent dates, when the plaintiffs requested the defendant to execute a sale deed in respect of the suit property, but he was not obliged.



9. JURISDICTION: That the cause of action arose at R.R. District suit schedule property lies at R.R. district, hence this Hon'ble court has got jurisdiction to try this suit.

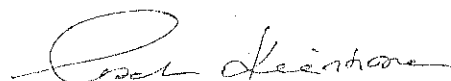
10. VALUATION: That the suit is one for Specific Performance of Agreement of Sale. The suit is valued at a sum of Rs 7,25,000/- (rupees seven lakhs and twenty five thousand only) and a sum of Rs

_____ ()
is paid towards court fees under Sec 39 of A.P.C.F and S.V. Act, and the same is deposited in _____, vide scroll No. _____ of 07, dated _____ 2007, as per the direction of Hon'ble High Court of A.P. and the challan is enclosed herewith.

11. LIMITATION : That the suit is within limitation from the date of cause of action which finally arose on 22-4-2007.

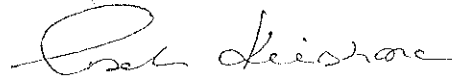
Hence it is prayed,

That this Hon'ble Court may be pleased to pass a judgement and decree for specific performance of suit agreement thereby directing the defendant to execute and get registered sale deed in favour of the plaintiff in respect of the suit schedule property i.e. all that a Flat No. 213 on the second Floor, admeasuring 775 sft. of super built up area together with proportionate undivided share of land to the extent of 38.75 sq.yards and a reserved parking space for two wheeler bearing



no.37, in residential apartment named as Silver Oak Apartments forming part of Survey No. 290, Situated at Cherlapally Village, Ghatkesar Mandal, R.R. District pursuant to the suit agreement dated 31-08-2006. The costs of the suit and any other relief as deemed fit and proper may also be awarded.

8/5/07
Date: ~~26-2-2007~~


Plaintiff

R.R. District.

VERIFICATION

I, the plaintiff herein do hereby declare and verify that the contents of paras 1 to 7 are correct to the best of my knowledge and belief and that of legal paras 8 to 11 are correct as per legal advice, hence verified the same at Hyderabad.

8/5/07
Date: ~~26-2-2007~~


Plaintiff

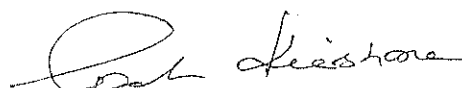
R.R. District.

SUIT SCHEDULE PROPERTY

All that a Flat No. 213 on the second Floor, measuring 775 sft. of super built up area together with proportionate undivided share of land to the extent of 38.75 sq.yards and a reserved parking space for two wheeler bearing no.37, in residential apartment named as Silver Oak Apartments forming part of Survey No. 290, Situated at Cherlapally Village, Ghatkesar Mandal, R.R. District, bounded by:

North: Flat NO : 214

South: Flat NO : 212

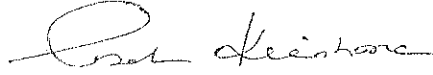


East: 6' Wide Corridor

West: Open to Sky

VERIFICATION

I, the plaintiff herein do hereby declare and verify that the contents of paras 1 to 7 are correct to the best of my knowledge and belief and that of legal paras 8 to 11 are correct as per legal advice, and the suit schedule property mentioned above is also correct as per agreement hence verified the same at R.R. District.


Plaintiff

^{8/5/07}
Date: ~~30-1-2007~~

Counsel for plaintiff

R.R. District.

LIST OF DOCUMENTS

<u>S.no.</u>	<u>Date</u>	<u>Parties to the documents</u>	<u>Description of document</u>
1	31-8-2006	Plaintiff/Defendant	Receipt
2	17-10-2006	do	do
3	12-3-2007	do	Legal Notice
4	23-3-2007	do	Acknowledgement
5	26/2/07	- do -	copy of D.D.
6	23/2/07	- do -	copy of teleoperation letter S.B. 3

^{8/5/07}
Date: ~~30-1-2007~~

counsel for plaintiff

R.R. District.

MOHD. MOIN AHMED QUADRI
Advocate

No.108, Siddartha Apartments, Jamai
 Osmania, Hyderabad-500 061

Ph: 27070093 (R), 24753791 (O)
 Cell: 9391039381, 9848066540

Dt.12.3.2007

To

The Summit Builders
 Rep. by its Partner Sri Soham Modi
 Having office at 5-4-187/3&4,
 III floor, M.G.Road, Secunderabad-500 003.

Under instruction of my client Sri G.Bala Krishna S/o.late Mr.G.T.Swamy, I am issuing the flowing legal notice as under:

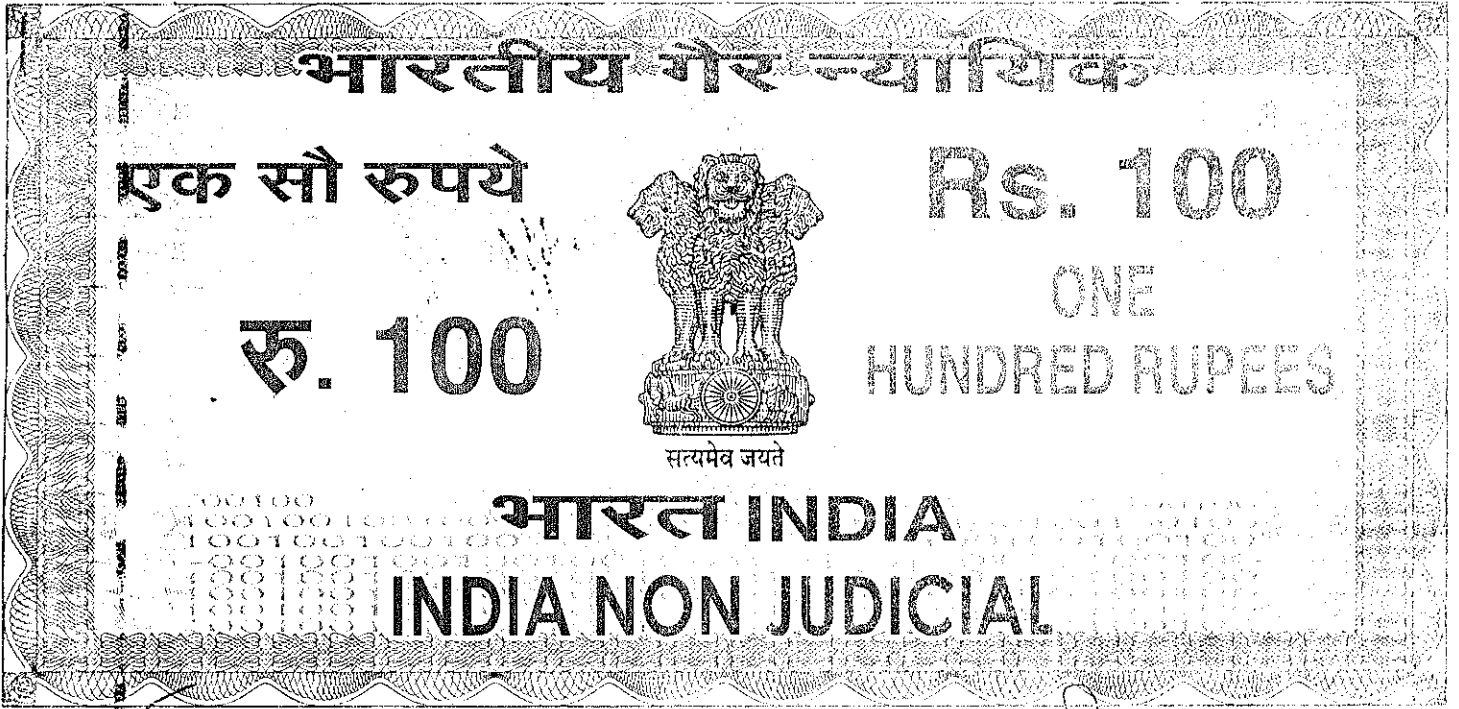
My client and you entered into an agreement of sale on 18.10.2006 and my client agreed to purchase the flat in your constructed venture situated at Cherlapalli Village, Ghatkesar Mandal, Ranga Reddy District. The total consideration is of Rs.7,25,000/-. And my client paid an amount of Rs.60,000/- as a first installment and you agreed to receive the remaining amount on or before 31.12.2006 and further in the clause 5 of your agreement, specifically mentioned that in case the 2nd party failed to pay the amount after expiry of the period of three months, the 1st party have the right to cancel the allotment of the flat.

My client made a demand draft in your favour on 26.2.2007 and when he requested you to register the flat, you refused to register the same on the reason that you have asked my client to pay more amount of Rs.50,000/- which is contrary to your agreement and you are bound to honor the agreement executed by you with my client.

Therefore I call upon you that immediately to receive the demand draft and register the flat in favour of my client as per your agreement within a period of 10 days from the date of receipt of this notice, failing which my client will take appropriate action against you in accordance with law and you will be responsible for the costs and consequences.

G. Bala Krishna

12/3/07
 (MOHD. MOIN AHMED QUADRI)
 Advocate
 High Court of A.P.



44/5
ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
S.No. Date 15/09/2006
Name P. Phani Kumar
S/o, D/o P. V. Murthy
For Whom Summit Builders

B 365605
K. SATISH MODI
S.V.L. No: 13/2006, P. No: 59/2006
S-3-30 PREAMBLET (V)
R NAGAR (M), S.R. DIST.

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 18th day of October 2006 at Secunderabad by and between

M/S. SUMMIT BUILDERS, a registered partnership firm having its office at 5-4-187/3&4, III Floor, M. G. Road, Secunderabad 500 003, represented by its Partner, Mr. Soham Modi, S/o. Sri Satish Modi, aged about 36 years, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignee) of THE ONE PART.

AND

MR. G. BALA KRISHNA, SON OF LATE MR. G. T. SWAMY, aged about _____ years, residing at Plot No. 111, Lalitha Nagar, Ramnagar Gundu, Adikmet, Hyderabad, hereinafter called the "Buyer" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.) of THE OTHER PART.

For SUMMIT BUILDERS

Partner

WHEREAS:

- A. The Vendor is the absolute owner and is possessed of all that land forming a part of Sy. No. 290, admeasuring about 4,375 sq. yards, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, (hereinafter the said land is referred to as "The Scheduled Land") by virtue of under given registered sale deeds executed in favour of the Vendor by the former owners Sri Karipe Narsimha, & Sri Alla Muralikrishna Reddy.

Sale Deed Dated	Schedule and area of land	Document No	Registered with
24/05/2004	1,815 Sq. yds.	6020/2004	Sub Registrar, Uppal, R. R. Dist.
24/05/2004	2,560 Sq. yds.	6022/2004	Sub Registrar, Uppal, R. R. Dist.

The Schedule Land is described more fully and specifically in Schedule 'A' annexed to this Agreement.

- B. Originally, the Scheduled Land belonged to one Sri Palle Sanjeeva Reddy being the Pattedar, vide Patta No. 20, Passbook No. 10420/177970. The said Sri Palle Sanjeeva Reddy has executed sale deed dated 21st June, 2000 in favour of Sri Kandadi Sudarshan Reddy and the same is registered as document no. 5114/2000 in the office of the Sub-Registrar, Uppal, R.R. District. Subsequently, the said Sri Kandadi Sudarshan Reddy executed sale deed dated 5th November 2003 in favour of Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy and the same is registered as document no. 13370/2003 in the office of the Sub-Registrar, Uppal, R.R. District. The Vendor herein has acquired all rights, title, etc., to the scheduled land from Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy under the above referred registered sale deeds.
- C. The Vendor is in the business of real estate development and on the Scheduled Land is constructing at its own cost, a block of residential apartments named as 'Silver Oak Apartments' consisting of about 120 flats, having stilts plus five floors, along with certain common amenities, recreation facilities, lighting, etc.
- D. The Vendor has obtained the necessary technical approval from HUDA vide permission No. 7793/P4/HUDA/2004 dated 06/12/2004 and building permit No. BA/G1/559/2004-2005 dated 10/01/2005 from Kapra Municipality.
- E. The Buyer is desirous of purchasing an apartment in the proposed building and has approached the Vendor.
- F. The Buyer has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the apartment thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Apartments.
- G. The Vendor has agreed to sell an apartment no. 213 on the second floor together with proportionate undivided share in land and parking space as a package.
- H. The Buyer has made a provisional booking vide booking form no. 1205 dated 18th September 2005 for the above referred apartment and has paid a booking amount of Rs. 10,000/- to the Vendor.
- I. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of reducing the same into writing.

For **SUMMIT BUILDERS**


Partner

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a Semi-Deluxe Apartment together with proportionate undivided share in land and a parking space, as a package, as detailed here below in the residential apartment named as Silver Oak Apartments, being constructed on the Scheduled Land (such apartment hereinafter is referred to as Scheduled Apartment) which is more fully described in Schedule 'B' annexed to this agreement. The construction of the Scheduled Apartment will be as per the specifications given in Schedule 'C'.

- Schedule of Apartment
- Semi-Deluxe Apartment No. 213 on the second floor, admeasuring 775 sqft of super built up area.
 - An undivided share in the Schedule Land to the extent of 38.75 sq. yds.
 - A reserved parking space for two wheeler on the stilt floor bearing no. 37, admeasuring about 15 sqft.

1. That the total sale consideration for the above shall be Rs. 7,25,000/- (Rupees Seven Lakhs Twenty Five Thousand only). The break-up of such sale consideration is as under:

- Towards undivided share of land Rs. 3,48,050/-.
- Towards cost of construction, parking, amenities, etc. Rs. 3,76,950/-.

2. That the Buyer has paid an amount of Rs. 10,000/- to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.

4. The Buyer agrees to pay the balance sale consideration amount of Rs. 7,15,000/- to the Vendor in installments as stated below:

Installment	Amount	Due Date of Payment
Installment I	50,000/-	30 th September 2006
Installment II	2,21,666/-	16 th October 2006
Installment III	2,21,666/-	15 th November 2006
Installment IV	2,21,668/-	31 st December 2006

5. That the Buyer shall pay the installments as mentioned in clause 4 above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Buyer shall pay such installments on the due dates. In the event the installment payments are delayed by more than 15 days after they become due, the Buyer shall be liable to pay the overdue installments with interest calculated @1.5% p.m. Under no circumstances the Buyer shall delay the payment of installments for more than 3 months from the due date.

6. That in case of delay in payment of installments for more than 3 months from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to charge cancellation charges @ 15% of the agreed total sale consideration. In the event of the Buyer proposing for a housing loan and the Buyer fails to obtain housing loan within 30 days of the provisional booking, the cancellation charges will be nil provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation the cancellation charges shall be Rs. 5,000/- & Rs. 10,000/- for single and double apartments respectively. Further if on the request of the Buyer the booking is cancelled within 60 days of the provisional booking the cancellation charges shall be Rs. 10,000/- & Rs. 20,000/- for single and double bedroom apartments respectively.

7. The Vendor shall be entitled to re-allot / sell the said apartment thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Buyer to take action as stated herein, and such action shall be the sole prerogative and discretion of the Vendor and the defaulting Buyer shall have no say in or to object to the same.

8. That the Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanction within 30 days from the date of provisional booking. The Vendor shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Vendor by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.

For SUMMIT BUILDERS

F-213, agr. sale

John M. V.

Partner

9. That for the purposes of creating a charge in favour of the bank / financial institutions on the apartment being constructed so as to enable the Buyer to avail housing loan, the Vendor will execute a sale deed in favour of the Buyer for sale of apartment in a semi-finished state. In the event of execution of sale deed before the apartment is fully completed, the Buyer shall be required to enter into a separate construction contract with the Vendor for completing the unfinished apartment and the Buyer shall not raise any objection for execution of such an agreement.
10. That in the event the Buyer is arranging/has arranged finance under Housing Finance scheme/or any other scheme for the purchase of schedule apartment and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Buyer for timely payments from such financier to the Vendor. Any default in payment by such financier to the Vendor shall be deemed to be the default by the Buyer and the consequence as regards default in payments as contained under this Agreement shall become operative.
11. That any time given to the Buyer for fulfillment of his obligations hereunder by the Vendor or the nominee of the Vendor shall not be considered to be a waiver of any term or condition of this agreement nor shall it give any rights to the Buyer other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the Vendor in any manner whatsoever.
12. That on payment of the full consideration amount as mentioned above and on completion of construction of the said apartments, the Vendor shall deliver the possession of the schedule apartment to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the schedule apartment and enjoy the same with all the rights and privileges of an owner.
13. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.
14. That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this agreement, or the sale deed, and/or the agreement of construction.
15. That the Vendor shall build the apartment, etc. in the proposed building according to the plans and designs made out and according to the specifications mentioned in Schedule 'C' hereto with such modifications and alterations as may be required or are deemed necessary by the Vendor under the circumstances from time to time. The cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charges extra.
16. That it is specifically understood and agreed by the Buyer that the Sale Deed executed in favour of the Buyer and the Agreement for Construction entered into, if any, between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and are inseparable.
17. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
18. That the residential apartment shall always be called 'Silver Oak Apartments' and the name thereof shall not be changed.
19. That the Vendor agrees to deliver the schedule apartment to the Buyer on or before 31st December 2006, with a further grace period of 6 months.
20. That in event of any delay in the completion of the construction of the scheduled apartment and **delivery of possession** of the said tenement by reason of non-availability of essential inputs like **cement, steel etc. or by reason of war, civil commotion, etc. or due to any act of God or due to any difficulty arising from any Government ordinances, legislation or notification by the Government or local authority etc., the Vendor shall not** be held responsible. The Buyer shall not have any right to claim any interest, loss or damage etc. or shall not insist for the refund of any amount till the final work is completed.


Partner

21. That upon completion of construction of the apartment the Vendor shall intimate to the Buyer the same at his last known address and the Buyer shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Vendor shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Buyer shall also be obliged to pay for maintenance thereof to the Vendor or the respective society.
22. That the Buyer shall not cause any obstruction or hindrance, to the Vendor and shall give reasonable access, permission, assistance to him or his nominated contractors or their agents, nominees etc., or body that may be set up by Vendor to construct, repair, examine, survey the building or make such additions, alterations, etc., that may be necessary and such other acts and things that may be necessary.
23. That the Buyer shall not cut, maim, injure, tamper or damage any part of the structure or any part of the building nor shall he/she/they make any additions or alterations in the building without the written permission of the Vendor or from the Silver Oak Apartments Owners Association, the body that has been / shall be formed for the maintenance of the Apartments.
24. That the Buyer shall keep and maintain the building in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound etc; (b) use the apartment for illegal and immoral purpose; (c) use the apartment in such manner which may cause nuisance, disturbances or difficulty to the occupiers of the other apartments etc.; (d) store extraordinarily heavy material therein; (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof; (f) use the premises as an office or for any other commercial purpose; (g) install grills or shutters in the balconies, main door, etc.; (h) change the external appearance of the building.
25. That from the intimation as to possession of the Scheduled Apartment or date of receipt of possession of the apartment, whichever is earlier the Buyer shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses etc that may be payable with respect to the Schedule apartment including Municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to state or Central Government or other local bodies or any other concerned body or authority, etc.
26. That the Buyer shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with apartment before it is fully constructed and possession delivered unless he/she/they have made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement.
27. That the Buyer shall become a member of the Silver Oak Apartments Owners Association, the body that has been / shall be formed for the maintenance of the building. As a member, the Buyer shall abide by the rules and by-laws framed by the said association, which shall be the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other services and property of common enjoyment) and shall pay such amount or amounts as decided by the said association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.
28. That the Buyer shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each apartment. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the apartment and the transfer of all or any rights therein shall only be subject to such conditions.
29. That the Buyer shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the land and/or the apartment etc., on account of joint ownership of the same by a number of persons.

For SUMMIT BUILDERS



Partner

F-213, agr. sale

26/10/19

PAY Summit Builders

₹.RS.665000/-

को या उनके आदेशपर OR ORDER

रा. नं. / A/C No.

ब. नं. / LF.

इ. नं. / INTLS.

अदा करें

रा. नं. / A/C No.

₹.66,50,000/-

अदा करें

FOR RACPC BBI ZONAL OFFICE

Signature

भारतीय स्टेट बैंक

30028695566
RACPC LOAN DISBURSEMENT A/C

STATE BANK OF INDIA
स्टेट बैंक ऑफ इंडिया
स्ट. मार्य रोड (SECUNDERABAD), HYDERABAD - 500 003
MCAO 123

⑈853230⑈ 500002055⑈

30/10/19
B. Balakrishna

36,000

Silver Oak Apartments

Sy.Nos. 290, Cherlapally,
Hyderabad 500 051.
Phone : 040 - 5590 8777

Summit Builders

5-4-187/3 & 4, III Floor,
M.G. Road,
Secunderabad - 500 003.
Phone : 55335551

RECEIPT

No. - 1288

Date: 31.08.2006

Received with Thanks from MR. G. BALA KRISHNA

the sum of Rs. 10,000/- (Rupees TEN THOUSAND ONLY.)

by Cash/Cheque*/D.D. No. dated..... name of the bank..... only)

towards BOLLING AMOUNT PAID FOR FLAT No. 213

Rs 10,000/-

for Summit Builders

Authorised Signatory
Name in Full :

Solomon. P.

Cheque subject to realisation.

Silver Oak Apartments

Sy.Nos. 290, Cherlapally,
Hyderabad 500 051.
Phone : 040 - 5590 8777

Summit Builders

5-4-187/3 & 4, III Floor,
M.G. Road,
Secunderabad - 500 003.
Phone : 55335551

RECEIPT

No. 1314

Date: 17.10.2006

Received with Thanks from MR. G. BALA KRISHNA

the sum of Rs. 50,000/- (Rupees FIFTY THOUSAND ONLY.)

by Cash/Cheque*/D.D. No. dated..... name of the bank..... only)

towards 1st INSTALMENT PAID FOR FLAT No. 213

Rs 50,000/-

for Summit Builders

Authorised Signatory
Name in Full :

Solomon. P.

Cheque subject to realisation.

MOHD. MOIN AHMED QUADRI
Advocate

No.108, Siddartha Apartments, Jomai
Osmania, Hyderabad-500 061

Ph: 27070093 (R), 24753791 (O)
Cell: 9391039381, 9848066540

Dt.12.3.2007

To

The Summit Builders
Rep. by its Partner Sri Soham Modi
Having office at 5-4-187/3&4,
III floor, M.G.Road, Secunderabad-500 003.

Under instruction of my client Sri G.Bala Krishna S/o.late Mr.G.T.Swamy, I am issuing the flowing legal notice as under:

My client and you entered into an agreement of sale on 18.10.2006 and my client agreed to purchase the flat in your constructed venture situated at Cherlapalli Village, Ghatkesar Mandal, Ranga Reddy District. The total consideration is of Rs.7.25,000/-, And my client paid an amount of Rs.60,000/- as a first installment and you agreed to receive the remaining amount on or before 31.12.2006 and further in the clause 5 of your agreement, specifically mentioned that in case the 2nd party failed to pay the amount after expiry of the period of three months, the 1st party have the right to cancel the allotment of the flat.

My client made a demand draft in your favour on 26.2.2007 and when he requested you to register the flat, you refused to register the same on the reason that you have asked my client to pay more amount of Rs.50,000/- which is contrary to your agreement and you are bound to honor the agreement executed by you with my client.

Therefore I call upon you that immediately to receive the demand draft and register the flat in favour of my client as per your agreement within a period of 10 days from the date of receipt of this notice, failing which my client will take appropriate action against you in accordance with law and you will be responsible for the costs and consequences.

Soham Modi

12/3/07
(MOHD. MOIN AHMED QUADRI)

Advocate

High Court of A.P.

आर.पी-54/R.P-54

भारतीय डाक विभाग

DEPARTMENT OF POSTS, INDIA
प्राप्ति स्वीकृति / ACKNOWLEDGEMENT

रजिद्री - पत्र / पार्सल प्राप्त हुआ

Received Registered Letter / Parcel /

क्रमांक / No. तारीख / Dated को / of

* बीमा का मूल्य रुपयों में

* Insured for Rupees

पाने वाले

Addressed to The Summit Builders



5-4-187/3 & 4, 3rd floor

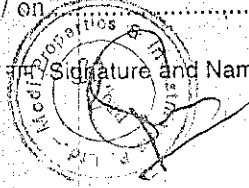
M.G. Road

Sec'bad - 3

को / on

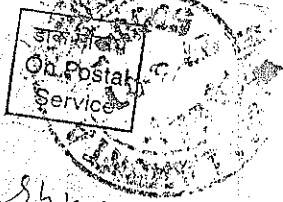
वितरण डाकघर की तारीख - मोहर
Date Stamp of office of delivery

हस्ताक्षर और नाम / Signature and Name



* अनावश्यक का काट दिया जाए
* Strike out if not relevant

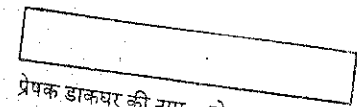
सेवा में
To



G. Bala Krishna
Plot No. III, Kalitha Nagar
Ramwagargundee
Adikmet, Hud-44

पिन / PIN

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प्रेषक डाकघर की नाम - मोहर
Name-Stamp of office of posting

J11/2-84/05-06, Ganesh Press, 3Lacks

अवकाश के तहत
Payee's Name

PAY Summit Builders

26/10/19

रुपये रुपये

Milack Party for Khanna Sang

को या उनके आदेशपर OR ORDER

कॉ. अ. अ/c No.

ब्र. अ. अ/c No.

इ. अ. अ/c No.

इ. अ. अ/c No.

इ. अ. अ/c No.

इ. अ. अ/c No.

इ. अ. अ/c No.

इ. अ. अ/c No.

इ. अ. अ/c No.

इ. अ. अ/c No.

इ. अ. अ/c No.

इ. अ. अ/c No.

भारतीय स्टेट बैंक
STATE BANK OF INDIA

30028695566
KACF LOAN DISBURSEMENT A/C

स्टेट बैंक ऑफ इंडिया, इंदौर - 500 003
ST. MARY'S ROAD (SECUNDERABAD), HYDERABAD - 500 011
MCAO 124

॥ 853730 ॥ 5000020551 ॥

17/3013/48/2 25

S. B. Lakshma

FOR REGIONAL ZONAL OFFICE
Signature

56,1000

OPERATIONS LETTER

STATE BANK OF INDIA

Unstamped Operations Letter

Gopiseti Balakrishna s/w/d of - Late G.P. Swamy

30131481238 -

Date : 21/02/2007 23 FEB 2007

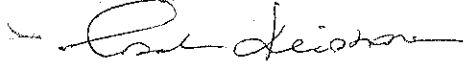
To:
Asstt. General Manager(RACPC),
State Bank of India,
RACPC HYDERABAD

Dear Sir / Madam

'P' SEGMENT ADVANCES
HOME LOAN
TERM LOAN OF :Rs. 600000/-

With reference to the Agreement dated 21/02/2007 executed by me/us in respect of the above limit, I / We request you to please make the account operative at MARKET STREET-1373 Branch, until otherwise agreed upon. In token of my/our acceptance to the above, I / We return to you the duplicate of this letter duly signed by me / us for your records.

Yours faithfully,



Borrower (s)

FILE NO 20879



STATE BANK OF INDIA

ASSTT.GENERAL MANAGER(RACPC)
RACPC, HYDERABAD

To

Gopiseti Balakrishna s/w/d of Late G.P. Swamy

Plot No. 111, Lalilha Nagar, Near Ramnagar gundu, Secunderabad 500 044. Ph.
No. 32984442/9440453916

RACPC / HL /

Date : 21-Feb-2007

Dear Sir,

'P' SEGMENT ADVANCES

HOME LOAN

TERM LOAN OF :Rs. 600000/-

Gopiseti Balakrishna s/w/d of Late G.P. Swamy

With reference to your application dated 12/Feb/2007, we hereby advise you having sanctioned Term loan of Rs.600000.00 (Rupees Six Lacs Only) on the following terms and conditions:-

The computation of the total loan amount is subject to fulfilment of income criteria eligibility and also subject to the extant instructions regarding Equated Monthly Instalment/Net Monthly Income (EMI/NMI) ratio not exceeding (a) 57.50% in respect of borrowers aged below 45 years (b) 50% in respect of borrowers aged 45 years and above. Please tender post dated cheques drawn at monthly intervals for servicing of the amount of pre-EMI interest during the moratorium period as mentioned below in this letter.

Amount in words:

(Rupees Six Lacs Only)

1.A. Purpose : Home Loan. The loan is sanctioned to you for the purpose of purchase / construction / extension / repairs/renovation of new/second-hand, residential house/flat/plot of land/purchase of consumer durables/furnishings (hereinafter referred to as the 'project') at the following address :

Flat No. 213, Second Floor, "SILVER OAK APARTMENTS" in S. No. 290(P) Cherlapally Village, Ghatkesar Mandal, R.R. Dt. Adm. 775 Sq ft. with UDS of 38.75 Sq Yds. Bounded on N- Flat No 214, S- Flat No. 212, E- 6'Wide Corridor, W-Open to Sky Valued at Rs. 736000/-

2. Margin :

INR 136000 (For Total Project cost)

(18.48 %)

Sanction / Page 1 / 4

3. Floating Rate of Interest : Interest on the loan will be charged at Floating Rate of Interest at 1.5 % below SBAR, which is currently 11.50 % p.a. with a minimum interest rate of 10.00 % per annum (The current effective rate being 10.00% p.a.) with monthly rests. Rate of interest approved under Special Tie Up. The rate of interest is subject to revision from time to time due to (i) changes in SBAR or (ii) revision even without change in SBAR and you shall be deemed to have notice of changes in the rate of interest whenever the changes in SBAR or increase in interest rates where there is no change in SBAR are either displayed on the Notice Board of the Branch or published in news papers or made through entries of the interest rate charged in the passbook/statement of account furnished to you and you are liable to pay such revised rate of interest. The Bank has the option to reduce or increase the EMI or extend the repayment period or both consequent upon revision in interest rate. In the event of a default in payment or any irregularity in the account, the Bank reserves the right to levy a higher rate of interest as it deems fit.

Enhanced rate of interest @2% p.a. on the entire outstandings for the period of default over and above the applicable rate will be charged if the Equated Monthly Instalment (EMI) remains unpaid for a period of 30 days from the due date, for any reason, including a bounced cheque. Besides the Bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable (present rate - Rs.250/- for every bounced cheque).

4. Repayment :

The loan is to be repaid in 120 Equated Monthly Instalments of Rs. 7929/- The repayment instalment commences (a) 2 months after completion of construction or after eighteen months from disbursement of first instalment, where loan is released in instalments, whichever is earlier or (b) as under, whichever is early :

The loan will be repaid in 120 E M I of Rs. 7929/- Repayment commencing immediately. Applicant will have to lodge with us Post Dated Cheques (PDCs) for the repayment of loan and the dates of such cheques should normally be synchronized with the credit of salary or other credit or in other cases should be dated prior to 7th of every month where the account may have sufficient credit balance.

Borrower's liability to the Bank will be extinguished only when the outstandings in the loan account becomes Nil, on payment of residual amount, if any.

Submission of PDCs :

Prepayment Charges - Floating Rate of Interest Loans:

A Prepayment Charge of 2% of the amount prepaid in excess of normal EMI dues will be levied in respect of pre-closure of Home Loans before expiry of half of the original tenure of the loan.

5. Security

a) Primary

Flat No. 213, Second Floor, "SILVER OAK APARTMENTS" in S. No. 290(P) Chertapally Village, Ghatkesar Mandal, R.R. DI. Adm. 775 Sq ft. with UDS of 38.75 Sq Yds. Bounded on N-Flat No 214, S- Flat No. 212, E- 6'Wide Corridor, W-Open to Sky Valued at Rs. 736000/- Equitable Mortgage of flat / property / land with original set of documents.



6. Utilisation of the loan :

The amount of loan shall be utilised strictly for the purpose detailed in your/borrower's application and in the manner prescribed. The construction of the house/flat or the modification/ extension proposed by you/borrower in the existing house/ flat should be strictly according to the plan approved by the Local Authorities/ Town Planning and Development authorities. Any modification desired in the scheme as originally approved, can be undertaken only after express sanction for it has been obtained in writing from the Bank.)

7. Personal Accident Insurance cover of New India Assurance Company Ltd.

The loan is covered by a Free Personal Accident Insurance Policy and the insurance certificate issued by the Bank to you should be preserved carefully for use in case of need.

8. Insurance :

The house/ flat shall be insured comprehensively for the market value or loan sanctioned to you, whichever is higher, covering fire, flood etc. in the joint names of the Bank and the borrower.

9. SBI LIFE Insurance:

You have not opted for SBI Life policy.

10. Inspection :

The bank will have the right to inspect, at all reasonable times, your/borrower's property by an officer of the Bank or a qualified auditor or a technical expert as needed by the Bank and the cost thereof shall be borne by you.

11. Documents :

The following documents will be executed by you before disbursement :
• Term Loan Agreement for Home Loan
• Documents, Affidavits and Confirmation Letter in respect of Equitable Mortgage
• Annexure 1 in respect of Disclosure to CIBIL
• Operations Letter
• Affidavit

12. Legal Expenses etc. :

All legal expenses, like solicitor's and lawyer's fees, valuer's fees, insurance premia, stamp duty, registration charges and other incidental expenses incurred in connection with the loan should be borne by you.

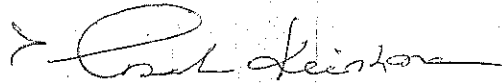
13. Processing Charges

Processing Charges - Rs.3000.00

14. Disbursement :

The loan will be disbursed only on the following conditions :

a) Title of the property proposed to be mortgaged is clear, absolute, unencumbered and marketable to the satisfaction of the Bank's solicitor and a valid mortgage (equitable or registered if equitable mortgage is not possible) has been created in favour of the Bank.



Sanction / Page 3 / 4

b) All the security documents prescribed have been executed by borrower(s)/guarantor(s)

c) The loan will be disbursed direct to builder / vendor, in phases as per stages of construction and as per schedule given in the Agreement to Sale.

15. Collection of tax :

The Bank reserves the right to collect any tax if levied by the State / Central Government and / or other Authorities in respect of this transaction.

16. Special Stipulations :

BALLOON PAYMENT TO BE ENSURED OUT OF THE RETIREMENTAL BENEFITS. PDCs FOR THE BALLOON PAYMENT TO BE OBTAINED AND KEPT ON RECORD FOR EVENTUAL PRESENTATION, IN CASE OF DEFAULT..

The Bank reserves the right to collect any tax if levied by the State/Central Government and/or other Authorities in respect of this transaction. The loan is also subject to other terms and conditions that may be prescribed by the Bank from time to time. Please call on us on any working day to execute the documents. The duplicate copy of this arrangement letter may please be returned to us duly signed by you and the guarantor(s) in token of acceptance of the terms and conditions detailed therein.

At your request, the loan account will be disbursed at R.A.C.P.C.,HYDERABAD and transactions will be done at MARKET STREET-1373 Branch as Home Branch. The loan is also subject to other terms and conditions that may be prescribed by the Bank from time to time and in the documents executed in connection with the loan.

कृते भारतीय स्टेट बैंक
For STATE BANK OF INDIA
Yours faithfully,

महायक महा प्रबंधक
Asst. General Manager
आर ए सी पी सी, हैदराबाद
ASST. GENERAL MANAGER (RACPC)

23 FEB 2007

Received the original. I/We, undersigned agree to the terms and conditions as set out in this letter. I/we have opted for servicing of Pre-EMI interest.

Borrower(s)

Date

23 FEB 2007

Sanction / Page 4 / 4

FILE NO 20 879

Interest calculation for delayed payments.

Project Name Silver Oak Apartments
 Flat / Plot no. 213
 Customer Name Balkrishna
 Booked by Deshmukh
 Prepared by Roopa
 Date 11/Jan/07
 Sign
 Interest rate 18 % p.a.

Date	Installment/ Payment	Remarks	Days	Principal	Interest	Balance
4-Sep-06	10,000.00	Booking Amount	-	-	-	10,000
4-Sep-06	(10,000.00)	Receipt	-	10,000	-	-
30-Sep-06	50,000.00	1st Instalment	26	-	-	50,000
5-Oct-06	250.00	Franklin Charges	5	50,000	123	50,250
16-Oct-06	221,666.00	2nd Instalment	11	50,250	273	271,916
18-Oct-06	(50,000.00)	Receipt	2	271,916	268	221,916
15-Nov-06	221,666.00	3rd Instalment	28	221,916	3,064	443,582
31-Dec-06	221,668.00	Final Amount	46	443,582	10,063	665,250
11-Jan-07	21,083.00	ST Receivable	11	665,250	3,609	686,333
11-Jan-07	7,250.00	VAT receivable	-	686,333	-	693,583
11-Jan-07	(693,583.00)	Receivable	-	693,583	-	-

Approx Interest Payable 17,400

Note:

Column A, B & C: Enter Installemnts & payments received

Column B: Enter receivables as positive amounts & payments received as negative amounts.

Cloumns D to G: Do not change.

Sort columns A , B & C in accending order.

Calculate sum of Installments / Payments & Interest

Reg. not completed
 Laxman
 12/10/07

SOA - Buyer Info Table

Block No	A 213	Sold	Yes	Booking Date	18-Sep-06
Agr Executed	<input type="checkbox"/>	Agr Date		Area	775
Parking	Scooter	Booked by	Deshmuk	Pmt. Scheme	HL
Buyer Name	Mr.G.Balakrishna			Phone	9849905627
Address	Plot No-111, Lalitha Nagar, Ramnagar Gundu, Adikmet, Hyderabad.				
Occupation		Sale Amt			725000
Total Amt	725000	Other Amt	250	Receipts	60000
HL Req		HL App for	600000	HL Released	0
HL From	SBI	App Made	<input checked="" type="checkbox"/>	HL Approved	<input checked="" type="checkbox"/> Pre HL Info <input checked="" type="checkbox"/>
NOC / ORC	<input checked="" type="checkbox"/>	Doc Complete	<input type="checkbox"/>	Reg Done	<input type="checkbox"/>
Payments Terms		Sale Completed	<input type="checkbox"/>	HL Release	<input type="checkbox"/>

Date	Description	Amount	Cheque No	Paid	PDC	PDC Dt.	Exp date
04-Sep-06	Booking Amount	10000	575082	<input checked="" type="checkbox"/>			
30-Sep-06	1st Installment	50000	Cash	<input checked="" type="checkbox"/>			
16-Oct-06	2nd Installment	221666		<input type="checkbox"/>			
15-Nov-06	3rd Installment	221666		<input type="checkbox"/>			
31-Dec-06	4th Installment	221668		<input type="checkbox"/>			

Other Payments

05-Oct-06	Frankling Charges	250		<input type="checkbox"/>			
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Receipts

Date	Towards	Amount	Cheque No	Cleared	Receipt No
04-Sep-06	Booking Amount	10000	575082	<input checked="" type="checkbox"/>	1288
18-Oct-06	Payment Received	50000	Cash	<input checked="" type="checkbox"/>	1314

Remarks

Date	Remarks	Taken By	Work Done
31-Aug-06	1. Booked under PPT No-120 2. Semi Delux 3. Discount offered Rs.55/- Per SFT. 4. Single Phase 5. They have also taken 5flats in GMG	Deshmuk	<input checked="" type="checkbox"/>
14-Sep-06	Booking form to be made	Soham	<input checked="" type="checkbox"/>
12-Oct-06	Send Reminder Notice	Soham Mod	<input checked="" type="checkbox"/>
09-Nov-06	Send notice for HL	Soham	<input checked="" type="checkbox"/>
09-Nov-06	Change QIS to HL	Soham	<input checked="" type="checkbox"/>
15-Nov-06	Send notice for HL	Soham	<input checked="" type="checkbox"/>

* DECREE IN ORIGINAL SUIT
IN THE COURT OF THE II ADDL.SENIOR CIVIL JUDGE:RANGA REDDY
DIST, AT L.B.NAGAR; HYDERABAD
PRESENT:- SRI G. VALLABHA NAIDU, B.A.,B.L.,
II ADDL.SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

DATED THIS THE 22nd DAY OF JULY, 2009

OS.NO. 1223of 2007

BETWEEN:-

G. Bala Krishna S/o Late G.T.Swamy,
Aged about years, Occ: Business,
R/o PlotNo.111, Lalitha Nagar,
Ramnagar Gundu, Adikmet, Hyd.

.....Plaintiff.

And

M/s Summit Builders, a registered partnership
Firm having office at 5-4-187/3&4, III Floor,
M.G.Road, Secunderbad, rep. By its partner
Mr.Soham Modi S/o Satish Modi,
Aged about 37 years.

...Defendant.

CLAIM:- Suit for Specific performance of agreement of sale,
dt. 31-08-2006.

VALUATION:- That the Suit for Specific performance of agreement
of sale and the suit is valued at Rs.7,25,000/- and a
Court fee of Rs.9726/- is paid U/s 39 of APCF and
SV Act.

CAUSE OF ACTION:- arose on 31/8/2006 when the plaintiff
entered into an agreement of sale with the defendant in
respect of schedule property and on 26-2-2007 when
the defendant refuses to take DD and refused to
registered the schedule property.

Plaint Presented:- 8-5-2007

Plaint Numbered on:- 8-5-2007

This suit is coming on this day before me for final hearing in the
presence of Sri. Mohd. Moian Ahmed Quadri, Counsel for the plaintiff and
of Sri C. Balagopal, Counsel for the defendant and upon perusal of the
material papers and hearing the arguments and the matter having stood
over for consideration till this day this court made the following decree:-

1. That the suit of the plaintiff be and the same is hereby
Dismissed.
2. That there is no order as to costs of the suit.

Given under my hand and the seal of this court on this the
22nd day of July, 2009.

G. Vallabha Naidu
II ADDL.SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

**COSTS OF THE SUIT
FOR PLAINTIFF:-**

FOR DEFENDANT

1. Stamp on Plaint	Rs. 9726-00	
2. Stamp on power	Rs. 2-00	Rs. 2-00
3. Stamp on process.	Rs. 30-00	
4. Advocate fee		
5. Mis. Charge		
<hr/>		
Total	Rs. 9758-00	2-00

Rs. 30-00 not added

G. Vallabha Naidu
II ADDL. SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

SCHEDULE OF PROPERTY

All that the Flat No.213 on the 2nd floor, admeasuring 775 SFT of super built up area together with proportionate undivided share of land to the extent of 38.75 Sq.Yards and a reserved parking space for two wheeler bearing No.37 in residential apartment named as Silver Oak Apartments forming part of Sy.No.290, situated at Cherlapally village, Ghatkesar Mandal, RR Dist., bounded by:

- NORTH: Flat No.214.
SOUTH : Flat No.212.
EAST : 6' wide corridor..
WEST : Open to sky

G. Vallabha Naidu
II ADDL. SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

**COURT OF THE DISTRICT &
SESSIONS JUDGE
Ranga Reddy District.**

C. A. No. 16803 of 20013
Applicatio Filed on: 18-7-13
Charge Called on: 29-7-13
Charges Deposited on: 1-8-13
Receipt No. 6304 Rs.: 38-00
Copy made Ready on: 5-8-13
Copy Delivered on: 5-8-13

[Signature]
Superintendent
Central Copying Superintendent
Ranga Reddy District

READ BY:
COMPARED BY: *[Signature]*
Certified to be Xerox True Copy
[Signature]
Copyists Superintendent

IN THE COURT OF THE II ADDL. SENIOR CIVIL JUDGE; RR.DISTRICT
AT L.B.NAGAR: HYDERABAD.

PRESENT: SRI G.VALLABHA NAIDU, B.A., B.L.,
II ADDL. SENIOR CIVIL JUDGE
RANGA REDDY DISTRICT.

DATED THIS THE 22nd DAY OF JULY, 2009.

OS.No.1223 OF 2007.

Between:-

G.Bala Krishna S/o. Late G.T.Swamy,
Occ: Business, R/o.Plot no.111,
Lalitha Nagar, Ramnagar Gundu,
Adikmet, Hyderabad.

..PLAINTIFF

AND

M/s.Summit Builders, a Registered Partnership
Firm Having office at 5-4-187/3 &4, III Floor,
M.G.Road Secunderabad.
Rep.by its Partner MR.Soham Modi
S/o.Satish Modi, Age:37yrs.

..Defendant.

This suit is coming before me for hearing in the presence of Sri Mohd.Moian Ahmed Quadri, Advocate for the plaintiff and Sri C.Balagopal, Advocate for the defendant and upon perusal of the record the matter having stood over for consideration till this day; this court delivered the following:-

JUDGEMENT

Suit for Specific performance of agreement of sale by directing the defendant to execute a registered sale deed in favour of the plaintiff in respect of the suit schedule property and for costs of the suit.

2. The averments of the plaint in brief are that the defendant has agreed to sell the plaint schedule property and the defendant agreed to purchase the same through oral agreement of sale dtd:31.8.06 for a valid consideration of Rs.7,25,000/- Out of which the plaintiff paid an amount of

G. Vallabha Naidu

Rs.60,000/- towards part payment of sale consideration and the remaining amount was agreed to be paid by the plaintiff at the time of registration. It is further averred in the plaint that the defendant has promised to execute a registered sale deed in favour of the plaintiff whenever he makes the payment after completion of the flat. At the first instance the plaintiff had paid Rs.10,000/- towards booking amount. On 17.10.06 the defendant requested the plaintiff to pay a sum of Rs.50,000/- as he is in financial need to complete the construction of the apartments. The plaintiff paid an amount of Rs.50,000/- to the defendant on 17.10.06 for which the defendant has passed a separate receipt. As the defendant collected sum of Rs.60,000/- from the plaintiff, the plaintiff asked the defendant to execute a register agreement of sale in his favour. It is further averred in the plaint that on 18.10.07 the defendant came to the plaintiff and offered to enter into agreement of sale but the terms of the agreement was not acceptable by the plaintiff as such he refused to sign on the agreement of sale. The defendant assured to the plaintiff that he will soon get the register agreement of sale in his favour and asked the plaintiff to sign on the agreement of sale which was brought by him and that he can keep the same as a collateral security. It is further averred in the plaint that the plaintiff is ready and willing to perform his part of contract since the date of the agreement till the sale deed is registered in favour of him. On 26.2.07 the plaintiff got prepared a demand draft in the name of the defendant and requested the defendant to accept the said demand draft and execute a registered sale deed in favour of him in respect of the plaint schedule property. But the defendant declined to do so. On 12.3.07 the

G. Vallabha Reddy

plaintiff got issued a legal notice to the defendant but the defendant did not give any reply. On 22.4.07 again the plaintiff approached the defendant and requested him to execute a sale deed in his favour but the defendant not only abused him in filthy language and also threatened him with dire consequences. The defendant having received part payment of sale consideration in respect of the suit schedule property is under a legal obligation to perform his part of contract. Under these circumstances, the plaintiff filed the suit against the defendant for specific performance of agreement of sale by directing the defendant to execute a register sale deed in favour of him in respect of the suit schedule property after receiving the balance sale consideration. Hence, the plaint.

3. The defendant contested the suit by filing his written statement denying all the allegations made in the plaint. The contention of the defendant as per his written statement that the suit filed by the plaintiff is not maintainable either in law or on facts. The defendant denied that there was an oral agreement on 31.8.06 in between him and the plaintiff in respect of the suit schedule property. The defendant admitted that the plaintiff has paid a sum of Rs.60,000/- but he categorically denied that he was agreed to receive the balance amount at the time of the registration. The defendant admitted that the plaintiff paid booking amount of Rs.10,000/- and at the time of the said payment he informed to him that the value of the suit flat is Rs.7,25,000/- exclusive of registration and other charges and also informed to the plaintiff about the payment schedule. As a part of the payment schedule, the plaintiff has paid Rs.50,000/- on 17.10.06. Agreement of sale dtd:18.10.06 in favour of the plaintiff has

G. Vallabha Naidu

been signed by Smt G.Chandra Kala and he is not aware of any such person. It is further averred in the written statement of the defendant that he has no knowledge with regard to any change with regard to the payments schedule. The plaintiff took a flat on 31.8.06 and booking form was given to him and the plaintiff acknowledged the same as per the procedure followed by the defendant firm. The said booking form clearly spells out payment schedule to be followed by the purchaser of the flat. It is further averred in the written statement of the defendant that the plaintiff agreed to pay the installments. According to the scheme, the plaintiff has to pay an amount of Rs.50,000/- on 30.9.06 but the plaintiff paid amount on 17.10.06 which is one day before the execution of the agreement of sale. The plaintiff is supposed to pay further installments of Rs.2,21,666/- on 16.10.2006 and Rs.2,21,666/- on 15.11.06 and again Rs.2,21,668 on 31.12.06. But the plaintiff never bothered to pay the said amount as agreed. In fact he had sent reminders on 10.11.2006 and 16.11.2006 requested the plaintiff to finalise the payments and come forward for execution of the payments. It is further averred in the written statement of defendant that after the sale agreement was executed in favour of the plaintiff but signed by one Chandrakala for the reasons best known to the plaintiff. The plaintiff is bound by the terms of the agreement. It is further averred in the written statement of the defendant that inspite of repeated reminders issued by him several times regarding the installment payment issued a cancellation notice dtd:29.11.2006. The plaintiff never bothered to take any steps for arranging payments at that stage also. The plaintiff never approached

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him for execution of the sale deed on 22.4.2007 much less with a D.D and the plaintiff does not mention the value of the D.D but simply gives D.D number. But there is no mention of the bank name also. It is further averred in the written statement of the defendant that the defendant firm is a leading building firm in the twin cities and has been in business since long time and developed various projects and sold number of plots but there was no complaint from any of the customers. The plaintiff taking advantage of the increase of the value of the property as come up with this false suit for unlawful gain. The plaintiff has never shown any interest for performing his part of contract and he did not approach the court with clean hands. Hence, the defendant prays the court to dismiss the suit with costs.

4. Basing on the pleadings, the following issues were settled for trial:

- 1) Whether the defendant executed an agreement of sale dtd:31.8.2006 ?
- 2) Whether the plaintiff is always ready and willing to perform his part of the contract ?
- 3) Whether the plaintiff is entitled for specific performance of contract as prayed for ?
- 4) To what relief ?

5. To establish the case of the plaintiff, PW1 was examined and Exs.A1 to A4 were marked. On behalf of the defendant DW1 was examined and Exs.B1 to B9 were marked.

6. ISSUES NO.1 TO 3: To avoid repetition of the discussion all the three issues are clubbed together. The onus to prove these issues at the

G. VALLABHA NAIDU

first instance is lies on the plaintiff. The learned counsel for the plaintiff submits that the defendant agreed to sell the plaint schedule property and the plaintiff agreed to purchase the same for total sale consideration of Rs.7,25,000/- and the plaintiff paid an amount of Rs.60,000/- towards advance sale consideration to the defendant and the plaintiff agreed to pay the remaining balance sale consideration at the time of the execution of the registered sale deed by the defendant in favour of the plaintiff in respect of the plaint schedule property. The learned counsel for the plaintiff further contended that though the plaintiff is ready and willing to perform his part of contract since the oral agreement of sale dtd:31.8.06 the defendant did not come forward to execute a registered sale deed in respect of the plaint schedule property. The learned counsel for the plaintiff further contended that the plaintiff got issued a legal notice to the defendant and the defendant received the same and did not give any reply and did not execute any registered sale deed in favour of the plaintiff in respect of the plaint schedule property and also threatened the plaintiff with dire consequences.

On the other hand the learned counsel for the defendant submits that the plaintiff has booked a flat on 31.8.06 and booking form was given to him and at the time of the booking of the flat the plaintiff paid an amount of Rs.10,000/- towards booking amount and subsequently on 17.10.06 the plaintiff has paid Rs.50,000/-. The learned counsel for the defendant further contended that in fact the defendant was ready to execute register sale deed in favour of the plaintiff in respect of the plaint schedule property, the plaintiff failed to pay the installments as clearly

G. VALLABHA NAIDU

spells out in the payment schedule. The learned counsel for the defendant further contended that as the plaintiff fails to pay the installments as per the terms and the plaintiff is not ready and willing to perform his part of contract, as such the defendant issued a cancellation notice on 29.11.06. The learned counsel for the defendant further contended that inspite of several reminders issued by the defendant firm the plaintiff did not bother to pay the installments to the plaintiff firm and the plaintiff never approached the defendant firm for the execution of the sale deed. The learned counsel for the defendant further contended that as the value of the suit schedule property has gone up and the plaintiff having taken advantage of the same filed this false suit for unlawful gain. The learned counsel for the defendant lastly contended that the plaintiff has never shown any interest to perform his part of contract. He did not approach the court with clean hands, as such he is not entitled for the relief of specific performance of the agreement of sale as prayed for. Hence, he prays the court to dismiss the suit.

In view of the submissions made by the respective counsel of both parties and before going to the merits of the case in a suit for specific performance of agreement of sale the burden is on the plaintiff to prove that he is always ready and willing to perform his part of the contract.

It is settled law that remedy for specific performance is an equitable remedy and is in the discretion of the court, which discretion requires to be exercised according to the settled principles of law and not arbitrarily as adumbrated U/s.20 of Specific Relief Act 1963. U/s.20 of the Specific Relief Act, the court is not bound to grant the relief just because

G. Vallabha Rao

there was a valid agreement of sale . Sec.16(c) of the Act envisages that plaintiff must plead and prove that he had performed or has always been ready and willing to perform the essential terms of the contract which are to be performed by him, other than those terms the performance of which has been prevented or waived by the defendant. The continuous readiness and willingness on the part of the plaintiff is a condition precedent to grant the relief of specific performance. This circumstance is material and relevant and is required to be considered by the court while granting or refusing to grant the relief. If the plaintiff fails to either ever or prove the same he must fail. To adjudge whether the plaintiff is ready and willing to perform his part of the contract, the court must take into consideration the conduct of the plaintiff prior and subsequent to the filing of the suit along with other attending circumstances. The amount of consideration which he has to pay to the defendant must of necessity be proved to be available. Right from the date of the execution till the date of the decree he must prove that he is ready and has always been willing to perform his part of the contract.

In the present case in order to establish the case of the plaintiff, the learned counsel for the plaintiff filed the evidence affidavit of the plaintiff as PW1. As seen from the evidence affidavit of the PW1 he categorically reiterated all the contents of the plaint. The plaintiff in order to prove his case also got marked Exs.A1 to A4. Ex.A1 is the office copy of the legal notice got issued by the plaintiff through his Advocate to the defendants firm dtd:12.3.07. Ex.A2 is the postal acknowledgement. Ex.A3 is the copy of D.D dtd:26.2.07. Ex.A4 is the proceedings of the

G. Venkatesh Narayana

Commissioner incharge of the employment and training, Hyderabad. According to case of the plaintiff as per his evidence there was an oral agreement of sale dtd:31.8.06 in between him and the defendant firm in respect of the purchase of the plaint schedule property. As seen from the evidence affidavit of PW1 he categorically stated that he agreed to purchase the plaint schedule property for total consideration of amount of Rs.7,25,000/- and he has paid an amount of Rs.10,000/- towards booking amount of the plaint schedule property and again on 17.10.06 he paid Rs.50,000/- to the defendant for which the defendant has passed a separate receipt. The further case of the plaintiff that though the defendant firm has received an amount of Rs.60,000/- towards advance sale consideration but the defendant did not execute any register sale deed in favour of him in respect of the plaint schedule property even though he is ready and willing to perform his part of the contract.

On the other hand in order to substantiate the case of the defendant, the learned counsel for the defendant filed the evidence affidavit of the General Manager of the defendant company as DW1. As seen from the evidence affidavit of DW1 he categorically reiterated all the contents of the written statement filed by him. According to the case of the defendant and as per his evidence that the plaintiff has booked a flat on 31.8.06 and a booking form was given to him and as per the procedure the plaintiff cancelled the same. The further case of the defendant that the said booking form clearly spells out the payment schedule to be followed by the plaintiff. DW1 further stated in his evidence affidavit that the plaintiff agreed to pay the installments as spells out in the booking

G. Vallabha Rao

form but failed to pay the installments. DW1 further stated in his affidavit that inspite of repeated reminders issued to the plaintiff by the defendant firm in respect of the payment of the installments the plaintiff never adhere the payment schedule as agreed upon. DW1 further stated in his evidence that the sale agreement dtd:18.10.06 was executed in favour of the plaintiff but signed by one Smt Chandrakala for the reasons best known to the plaintiff. DW1 further stated in his evidence that the plaintiff has not paid the balance of sale consideration as per the agreed payment schedule and the plaintiff was never ready and willing to perform his part of the contract as such he is not entitled to seek the relief of specific performance of agreement of sale. In order to substantiate the case of the defendant Exs.B1 to B9 were marked. Ex.B1 is booking form dtd:18.9.06 signed by the plaintiff. Ex.B2 is the office copy of the letter dtd:20.9.06 addressed by the defendant company to the plaintiff. Ex.B3 is the reminder notice got issued by the defendant firm to the plaintiff dtd:10.11.06. Ex.B4 is the postal acknowledgement along with another reminder notice dtd:16.11.06. Ex.B5 relied upon by the defendant is the cancellation notice got issued by the defendant company to the plaintiff dtd:29.11.06 and Ex.B6 is copy of the cancellation notice dtd:22.2.07 got issued by the defendant company to the Plaintiff along with the postal acknowledgement. Ex.B7 is the agreement of sale dtd:18.10.06. Ex.B8 is the reminder notice got issued by defendant company dtd:16.11.06 alongwith postal acknowledgement. Ex.B9 is the reply notice given by the defendant to the plaintiff dtd:29.3.07.

G. VALLABHA HAIDY

In a suit for specific performance of agreement of sale it is the duty of the plaintiff to establish his readiness and willingness to perform his part of the contract. The readiness and willingness cannot be treated as a straight jacket formula. These have to be determined by the entirety of the facts and circumstances relevant to the intention and conduct of the party concerned. Time and again the Hon'ble Supreme Court held that:

"The readiness as contemplated U/s.16 of the Specific Relief Act is not confined to the one referable to the date of which the suit is filed."

On the other hand it must exist ever since the payments of the balance became due and must subsist till the suit filed and if not there after.

In the present case as seen from the evidence adduced by both parties there is no dispute that the plaintiff agreed to purchase the suit schedule property for total sale consideration amount of Rs.7,25,000/-. It is also not in dispute that the plaintiff paid an amount of Rs.60,000/- as advance sale consideration to the defendant. The main contention of the plaintiff that though he is always ready and willing to perform his part of the contract the defendant fails to execute register sale deed in favour of him in respect of the plaint schedule property. On the other hand it is the case of the defendant that the plaintiff failed to adhere to the terms of the agreement of sale, as such the agreement therefore cancelled and the plaintiff is not entitled to seek the equitable relief of specific performance of agreement of sale.

G. Vallabh Naidu

In view of the submissions made by the respective parties as seen from the contents of the plaint and the evidence of PW1 he categorically stated that an oral agreement of sale was took place in between him and the defendant on 31.8.06 in respect of the plaint schedule property. But as seen from the contents of Ex.A1 O/c. of legal notice got issued by the plaintiff to the defendant it is clearly averred that the plaintiff entered in to an agreement of sale on 18.10.06 for purchase of the plaint schedule property for total sale consideration of amount of Rs.7,25,000/- and he paid an amount of Rs.60,000/- as a first installment and agreed to pay the remaining amount or on before 31.12.06. But as seen from the contents of the plaint there is no whisper that the plaintiff was agreed to pay the remaining amount on or before 31.12.06. As seen from the evidence of PW1 at one breathe he is contending that there is an oral agreement of sale in between him and the defendant on 31.8.06 in respect of the plaint schedule property, but at another breathe as per the contents of Ex.A1 legal notice dtd:12.3.07 he is contending that he entered in to an agreement of sale on 18.10.06 with the defendant for purchase of the plaint schedule property for total sale consideration amount of Rs.7,25,000/-. Admittedly the plaintiff is not disputing about Ex.B1 booking from relied upon by the defendant. The main contention of the plaintiff that at the time of obtaining his signature on Ex.B1 the contents were not filled. Admittedly the plaintiff is not disputing his signature found on Ex.B1. When the defendant admits his signature found on Ex.B1 the presumption that can be drawn that the contents of the documents were read over and explained to the defendant. It is not the case of the plaintiff that the signature found

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on Ex.B1 does not belongs to him. According to the case of plaintiff that the defendant created a written agreement of sale dtd:18.10.06 which was signed by one Chandrakala. But as seen from the contents of Ex.A1 legal notice got issued by the plaintiff to the defendant he categorically admitted about the entering in to agreement of sale dtd:18.10.06 with the defendant in respect of plaint schedule property. There is no whisper either in the plaint pleadings or Ex.A1 legal notice that the defendant created Ex.B7 agreement of sale dtd:18.10.06 relied upon by the defendant. Admittedly Ex.B7 relied upon by the defendant was signed by one Chandrakala but not the plaintiff. Even assuming that the Ex.B7 relied upon by the defendant cannot be taken into consideration, plaintiff fails to pay the installments as per the terms of Ex.B1 booking form relied upon by the defendant. As seen from the cross examination of PW1 he categorically admitted that in Ex.A1 legal notice dtd:12.3.07 it is mentioned that he entered in to an agreement of sale dtd:18.10.06 with the defendant. PW1 further admitted in his cross examination that before issuance of the legal notice he made his signatures on the booking form on Ex.B1 on 18.9.06. PW1 further admitted in his cross examination that he did not mention either in Ex.A1 legal notice or in his evidence affidavit that he made his signature on the blank form. For the first time at the time of the cross examination of PW1 he categorically stated that he made his signature on Ex.B1. As seen from the recitals of Ex.B1 relied upon by the defendant as per the terms and conditions that the purchaser shall execute the required documents within the period of 30days from this booking along with the payment of the first installment mentioned over leaf. In

G. VALLABHA HAIDI

case the purchaser fails to do so then this provisional booking shall stand cancelled and the builder shall be entitled to deduct cancellation charges. Admittedly as seen from the cross examination of DW1 that an oral agreement has taken place and that it was agreed that an amount of Rs.7,25,000/- to be paid in four installments before the delivery of the flat. DW1 further admitted in his cross examination that he did not pay the installments. In the present case as seen from the documents relied upon by the defendant i.e Ex.B3 it is evident that the defendant on 10.11.06 under the original of Ex.B3 notice issued reminder notice to the plaintiff to pay the installments within 7 days after receiving the notice. The said notice was received by one G.Chandrakala. Again the defendant on 16.11.06 got issued another reminder notice to the plaintiff to pay the installments. The defendant on 29.11.06 got issued a cancellation notice under the original of Ex.B5. This court is to the view that if the plaintiff is ready and willing to perform his part of the contract as pleaded by him he has to inform about his readiness and willingness to perform his part of the contract by issuing a notice to the defendant. But in the present case the plaintiff got issued a notice to the defendant at the first instance under the original of Ex.A1 on 12.3.07 i.e after issuance of the reminders and the cancellation notice by the defendant to the plaintiff. There is no iota of evidence adduced by the plaintiff to prove his readiness and willingness to perform his part of the contract except the oral say. Exs.A1 to A4 relied upon by the plaintiff are no way helpful to establish the case of the plaintiff that he is ready and willing to perform his part of the contract, but the defendant did not come forward to execute the registered sale deed in

G. Vallabha Naik

favour of him in respect of the plaint schedule property. As seen from the evidence adduced by the plaintiff and as seen from the contents of Ex.A1 legal notice got issued by the plaintiff to the defendant on 12.3.07 he took inconsistent pleas. The court may infer from facts and circumstances whether the plaintiff was ready and was always ready and willing to perform his part of the contract. But in the present case as seen from the cross examination of PW1 this court safely came to a conclusion that the plaintiff is not ready and willing to perform his part of contract. In view of the circumstances and in view of the evidence adduced by both parties coupled with the documents relied upon by them, this court has no hesitation to hold that the plaintiff has not proved that he was always ready and willing to perform his part of the contract.

As seen from the cross examination of DW1 nothing was elicited to dis-credit his testimony. This court is of the view that if really the plaintiff was ready and willing to perform his part of contract what would prevent him to issue a notice to the defendant prior to issuance of the reminders and cancellation notice by the defendant to the plaintiff. As seen from the Clause VI of Ex.B7 agreement of sale that "in case of delay in payment of installments for more than three months from the due date, the agreement shall stand cancelled and the vendor shall be entitled to charge cancellation charges." Even assuming that the Ex.B7 agreement of sale does not bind on the plaintiff it cannot be said that the plaintiff is ready and willing to perform his part of the contract. The plaintiff failed to pay the installments as per the terms and conditions of Ex.B1. As the plaintiff did not approach the court for seeking the equitable relief of specific

G. Vallabha Rao

performance of agreement of sale as such he is not entitled to seek the equitable relief of specific performance of agreement of sale. Accordingly, these issues 1 to 3 are decided in favour of the defendant and against the plaintiff.

7. ISSUE NO.4: To what relief ?

In view of the above discussion and in view of my findings on issues no.1 to 3, this court is of the opinion that the plaintiff is not entitled to seek the equitable relief of specific performance of agreement of sale as he did not approach the court with clean hands, as such he is not entitled for specific performance of contract as prayed for.

In the result, the suit filed by the plaintiff is dismissed. But under the circumstances of the case there shall be no order as to costs.

Dictated to the Personal Assistant, transcribed by her corrected and pronounced by me in the open court on this the 22nd day of July, 2009.

G. Vallabha Hooley
II ADDL.SENIOR CIVIL JUDGE,
RANGA REDDY DISTRICT.

APPENDIX OF EVIDENCE.

FOR PLAINTIFFS.

PW1 : G.Bala Krishna.

FOR DEFENDANTS

DW1 : Kanka Rao.

FOR PLAINTIFFS.

EX.A1 : O/c. of legal notice dtd:12.3.07.

Ex.A2 : Postal acknowledgement dtd:23.3.07.

Ex.A3 : Copy of D.D dtd:26.2.07.

Ex.A4 : Proceedings of Commissioner Dtd:22.8.08.

FOR DEFENDANTS:

- Ex.B1 : Booking form dtd:18.9.06.
- Ex.B2 : Letter dtd:20.9.06.
- Ex.B3 : Reminder notice dtd:10.11.06.
- Ex.B4 : Postal acknowledgement.
- Ex.B5 : Cancellation notice dtd:29.11.06.
- Ex.B6 : Cancellation notice dtd:22.2.07.
- Ex.B7 : Agreement of sale.
- Ex.B8 : Reminder notice.
- Ex.B9 : Reply dtd:29.3.07.

G. Vallabha Reddy
 II ADDL.SENIOR CIVIL JUDGE,
 R.R.DISTRICT.

COURT OF THE DISTRICT &
 SESSIONS JUDGE
 Ranga Reddy District.

C.A. No. 16803 of 200 13
 Application filed on: 18-7-13.
 Charge Called on: 29-7-13.
 Charges Deposited on: 1-8-13
 Receipt No. 6304 Rs.: 38-00
 Copy made Ready on: 5-8-13
 Copy Delivered on: 5-8-13

READ BY:
 COMPARED BY: *la*
 Certified to be Xerox True Copy
DM
 Copyists Superintendent

[Signature]
 Superintendent
 Central Copying Superintendent
 Ranga Reddy District

10/10

criteria for
use of joining Agreement

Interest calculation for delayed payments.

Project Name Silver Oak Apartments
 Flat / Plot no. 213
 Customer Name BalKrishna
 Booked by Deshmukh
 Prepared by Roopa
 Date 8-Mar-07
 Sign
 Interest rate 18 % p.a.

Date	Installment/ Payment	Remarks	Days	Principal	Interest	Balance
04-Sep-06	10,000.00	Booking Amount	-	-	-	10,000
04-Sep-06	(10,000.00)	Receipt	-	10,000	-	-
30-Sep-06	50,000.00	1st Instalment	26	-	-	50,000
05-Oct-06	250.00	Franklin Charges	5	50,000	123	50,250
16-Oct-06	221,666.00	2nd Instalment	11	50,250	273	271,916
18-Oct-06	(50,000.00)	Receipt	2	271,916	268	221,916
15-Nov-06	221,666.00	3rd Instalment	28	221,916	3,064	443,582
31-Dec-06	221,668.00	Final Amount	46	443,582	10,063	665,250
11-Jan-07	21,083.00	ST Receivable	11	665,250	3,609	686,333
11-Jan-07	7,250.00	VAT receivable	-	686,333	-	693,583
08-Mar-07	(693,583.00)	Receivable	56	693,583	19,154	-

Approx Interest Payable 36,554

Note:

Column A, B & C: Enter Installemnts & payments received

Column B: Enter receivables as positive amounts & payments received as negative amounts.

Cloumns D to G: Do not change.

Sort columns A , B & C in accending order.

Calculate sum of Installments / Payments & Interest

SOA - Buyer Info Table

Block No	A 213	Sold	Yes	Booking Date	18-Sep-06
Agr Executed	<input type="checkbox"/>	Agr Date		Area	775
Parking	Scooter	Booked by	Deshmuk	Pmt. Scheme	QIS
Buyer Name	Mr.G.Balakrishna			Phone	9849905627
Address	Plot No-111, Lalitha Nagar, Ramnagar Gundu, Adikmet, Hyderabad.				
Occupation		Sale Amt	725000		
Total Amt	725000	Other Amt	28583	Receipts	60000
HL Req		HL App for	650000	HL Released	0
HL From	SBI	App Made	<input checked="" type="checkbox"/>	HL Approved	<input checked="" type="checkbox"/> Pre HL Info <input checked="" type="checkbox"/>
NOC / ORC	<input checked="" type="checkbox"/>	Doc Complete	<input checked="" type="checkbox"/>	Reg Done	<input type="checkbox"/>
Payments Terms		Sale Completed	<input type="checkbox"/>	HL Release	<input type="checkbox"/>

Date	Description	Amount	Cheque No	Paid	PDC	PDC Dt.	Exp date
04-Sep-06	Booking Amount	10000	575082	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
30-Sep-06	1st Installment	50000	Cash	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
16-Oct-06	2nd Installment	221666		<input type="checkbox"/>	<input type="checkbox"/>		
15-Nov-06	3rd Installment	221666		<input type="checkbox"/>	<input type="checkbox"/>		
31-Dec-06	4th Installment	221668		<input type="checkbox"/>	<input type="checkbox"/>		

Other Payments

05-Oct-06	Frankling Charges	250		<input type="checkbox"/>	<input type="checkbox"/>		
31-Dec-06	VAT	7250		<input type="checkbox"/>	<input type="checkbox"/>		
31-Dec-06	Service Tax	21083		<input type="checkbox"/>	<input type="checkbox"/>		

Receipts

Date	Towards	Amount	Cheque No	Cleared	Receipt No
04-Sep-06	Booking Amount	10000	575082	<input checked="" type="checkbox"/>	1288
18-Oct-06	Payment Received	50000	Cash	<input checked="" type="checkbox"/>	1314

Remarks

Date	Remarks	Taken By	Work Done
31-Aug-06	1. Booked under PPT No-120 2. Semi Delux 3. Discount offered Rs.55/- Per SFT. 4. Single Phase 5. They have also taken 5flats in GMG	Deshmuk	<input checked="" type="checkbox"/>
14-Sep-06	Booking form to be made	Soham	<input checked="" type="checkbox"/>
12-Oct-06	Send Reminder Notice	Soham Mod	<input checked="" type="checkbox"/>
09-Nov-06	Send notice for HL	Soham	<input checked="" type="checkbox"/>
09-Nov-06	Change QIS to HL	Soham	<input checked="" type="checkbox"/>
15-Nov-06	Send notice for HL	Soham	<input checked="" type="checkbox"/>

*Deleted from Database
Subj.*

22-Nov-06	If HL approval letter is not received by 30/11/06 then cancel booking.	Soham	<input checked="" type="checkbox"/>
29-Nov-06	Send reminder notice	Soham	<input checked="" type="checkbox"/>
13-Dec-06	If customer doesnot get HL approval by 20/12/06 then cancel booking	Soham	<input checked="" type="checkbox"/>
28-Dec-06	Cancel Booking. Delete from database, Ask customer to make a request for refund. Return file to MD.	Soham	<input checked="" type="checkbox"/>
11-Jan-07	HL Cheque expected on 13/1/07. If entire due being cleared at one time including intrestt then restore booking.	Soham	<input checked="" type="checkbox"/>
22-Feb-07	Send Cancellation notice	Soham	<input checked="" type="checkbox"/>
02-Mar-07	Charge interest for delayed payment. HL approval by sBI	Soham	<input type="checkbox"/>
08-Mar-07	Delete from Datsbase, Cancel booking, Customer not co-operating forfeit amount paid.	Soham	<input type="checkbox"/>

26/2/07 19/1

PAY Summit Builders

को या उनके आदेशपर OR ORDER

रुपये IN RUPEES

66 Lakh only for the amount of

₹.Rs. 665000/-

अदा करें

खा. सं.
A/c. No.

ब.प.
L.F.

इ.ह.
INTLS.

original

भारतीय स्टेट बैंक
STATE BANK OF INDIA

3002869556
RACPC LOAN DISBURSEMENT A/C.

सेंट. मेरीस रोड (सिकंदराबाद), हैदराबाद - 500 003
ST. MARY'S ROAD (SECUNDERABAD), HYDERABAD - 500 003
MCAO 124

For RACPC SBI ZONAL OFFICE

Signature

Signature

⑈853730⑈ 500002055⑈

11


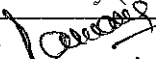
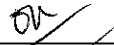

TL 3013/481234
G. B. Lakshma

PRICING & PAYMENT TERMS

Rate	Rs. 1375/- per sft			
Amenities Charges	Rs. 30,000/- & Rs. 50,000/- for one & two bedroom apartments.			
Two Wheeler Parking Charges	Rs. 5,000/-			
Car Parking Charges	Rs. 75,000/- (optional)			
Water & Electricity Charges	Rs. 15,000/- & Rs. 20,000/- for single phase & 3 phase connection.			
Additional charges for Deluxe Apartment instead of Semi-Deluxe Apartment - Rs. 50/- per sft.				
Price* (in lakh Rs.)				
Flat Nos.	Type	Area	Semi-Deluxe Apartment	Deluxe Apartment
15 to 21	Single Bedroom	500 sft	7.38	7.63
1 & 2	Double Bedroom	725 sft	10.67	11.03
7 to 9, 11 to 14, & 22 to 24	Double Bedroom	775 sft	11.36	11.74
3 to 6	Double Bedroom	950 sft	13.76	14.24
10	Double Bedroom	1,000 sft	14.45	14.95
* Stamp duty, registration charges & car parking charges not included. Water & Electricity charges for single phase supply included.				
Terms & Conditions:				
1. Offer valid up to 15th March 2007 .				
2. Payment terms given over leaf.				
3. Stamp duty & registration charges extra.				
4. Purchasers availing a housing loan must apply within 15 days of booking and obtain necessary loan sanction within 30 days of booking.				
5. Service tax & VAT (1%) as applicable shall be charged extra. (PPT-126)				
For further details or site visit contact:				
Mr. Solomon Panda at 92463-47074; Miss P. Swetha at site 040-65908777				

Sale Agreement Authorization Form

Check List

Items to be checked	Mention details here	Sale Agreement, booking form & plan tally?
Project Name	SOA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Vendor	Summit Builders	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Plot / flat no.	213	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Land area (sq. yds.)	38.75	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Built-up-area (sft)	775	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Car Parking No	-	<input type="checkbox"/> Yes <input type="checkbox"/> No
Scooter Parking No	37	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type	<input type="checkbox"/> Standard <input checked="" type="checkbox"/> Semi <input type="checkbox"/> Deluxe	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Buyers name, age, address, etc.	Check with booking form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of flat / plot	Check with booking form.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Boundaries: North	Flat No. 214	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
South	Flat No. 212	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
East	6' wide corridor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
West	Open to sky	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Total sale Consideration	725000/-	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PPT No.	PPT 120	N A
Discount	55/- Per SPT i.e. 62625/2	N A
Sale consideration calculation	Check booking form with price list	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sale Deed value	725000/-	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Land Value	348050/-	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Construction contract value	376950/-	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Agr. for Development charges value	-	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Installments	Check with booking form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Date of completion	31.12.2006	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sale Agreement requisition date	17.10.2006	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Remarks	RA. 375/2 is rounded off in Booking form. E.e document given of RA. 43,000/-	
Prepared by (Uma):	Checked by (Accountant):	Approved by (MD):
Sign: 	Sign: 	Sign: 
Date: 12/10/06	Date: 12/10/06	Date: 

Land Value Calculator							
Summit Builders & Modi Ventures							
For Housing Loan Bookings							
				Formula			
A	Flat No.	213					
B	Area	775	sft				
C	No of car parking	-	Nos.				
D	No. of two wheeler parking	1	Nos.				
E	Total Sale Consideration	725,000	Rs.				
F	Sale Deed Amount	725,000	Rs.	E @ 100%			
G	Construction Contract Amount	-	Rs.	E @ 0%			
H	Registrars Const. Value	372,000	Rs.	B X Rs. 480 per sft			
I	Registrars Car Parking Value	-	Rs.	C X 100 sft X Rs. 330 per sft			
J	Registrars Two wheeler Parking Value	4,950	Rs.	D X 15 sft X Rs. 330 per sft			
K	Registrars Total Const. Value	376,950	Rs.	H + I + J			
L	Land Value (show separately)	348,050	Rs.	F - K			
M	Balance Sale Consideration	376,950	Rs.	E - L			
N	Reg. Charges	57,375	Rs.	F @ 7.5% + G @ 1% + Rs. 3,000			
O	Service tax	15,226	Rs.	M @ 12.24% X 33%			
P	VAT	7,250	Rs.	E X 1%			
Q	Total Taxes	79,851	Rs.	N + O + P			
R	Total Tax Percentage	11.01	%	Q/E			