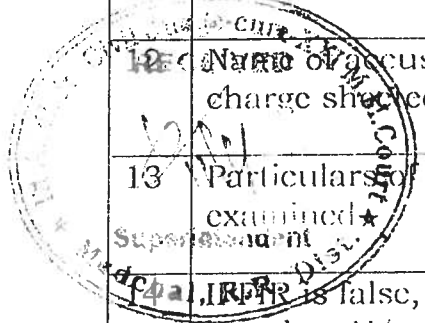


FINAL REPORT - UNDER SECTION 173 CR P C
IN THE COURT OF HON'BLE XXI METROPOLITAN MAGISTRATE
AT: MEDCHAL - CYBERABAD

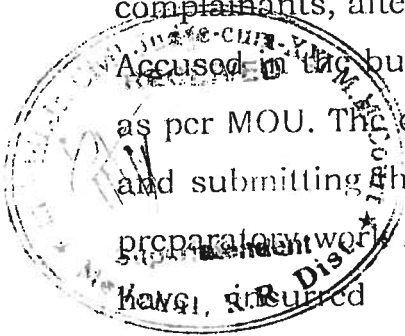
POLICE STATION: JAWAHAR NAGAR RACHAKONDA POLICE COMMISSIONERATE

	YEAR 2015	FIR NO:595/2015, DATED: 28-11-15
01	CHARGE SHEET/ FINAL REPORT No - 51 ✓	02. DATED: 08-04-2017
03	Act: Under Head / Section	: 420, 403,406 & 120 (B) IPC
04	Type of Final Result	: Final Report - ' CIVIL IN NATURE '
05	If Final Result	: NIL
06	If supplementary or original	: Original
07	Name, Rank & No. (if any) of I Os	: Sri G. Narsimhulu, Sub-Inspector of Police, Jawahar Nagar P.S., Rachakonda Police Commissionerate.
08	Name and address of the complainant / informant	: Greenwood builders, & Greenwood lake side (Hyderabad) LLP, Rep by its' partner Mr. Soham Modi S/o Satish Modi, Aged.46 years, Both the complainants are rep by authorized signatory, L. Ramacharyulu S/o Late. Sri. L. Raghavendra Rao, Aged. 53 Years O/o 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad.
09	Date on which, the complainant/ informant was informed of the result.	: 08.04.2017
10	Details of properties/ articles/ documents recovered/seized during the investigation and relied upon.	: NIL
11	Particulars of accused persons charge sheeted	: NIL
12	Name of accused persons not charge sheeted	: NIL
13	Particulars of witnesses to be examined	: LW-1 &2
14	If FIR is false, action taken/to be taken U/sec. 182/211 IPC.	: NIL
15	Result of laboratory analysis	: NIL
16	Brief facts of the case	: Mentioned below



Honoured Sir,

Facts of the case are that on 28-11-2015 at 1700 hrs received a court referred complaint of Greenwood builders, & Greenwood lake side(Hyderabad)LLP, Rep by its' partner Mr. Soham Modi S/o Satish Modi, Aged.46 years, Both the complainants are rep by authorized signatory, L. Ramacharyulu S/o Late. Sri. L. Raghavendra Rao, Aged. 53 Years O/o 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad in which he stated that the complainants are Builders and Developers of housing Projects in and around Twin cities. The Accused are owners and possessors of various extents of land in survey No. 49, Yapral Village, Malkajgiri Manual, R R District. Total admeasuring 5 acres 30 guntas.They were approached by the Accused for developing the land and construction of flats, as the complainants were in the business of development of flats, Villas and bungalows in and around twin cities keeping in view the expertise of the complainants the Accused agreed to give their land situated at Yapral village for development and construction of flats. The complainants No.1 and the Accused entered into an MOU dated 23.5.013 for the development to land admeasuring 5 Acers 30 guntas in survey No. 49, situated at Yapral (V), Malkajgiri (M), R.R District and for construction of residential Housing Project consisting of Apartments/Flats along with common amenities like Club House, Roads, Drains, Water & Electricity Supply, and Scaping Gates, Children's park Compound Wall, Sports & Recreational Facilities in the said land. The complainants submit that the said MOU was also containing various other clauses & conditions to be fulfilled by the Accused as owners and by the complainants as developers. Subsequently by a supplementary MOU dated 17.09.2014 the benefit under the earlier MOU was transferred in favour of the complainant No.2. The complainants have so far paid the Accused a sum of Rs. 90,50,000/- as security deposit form time to time. The said security deposit is refundable by the Accused to the complainants, after completion of the project and handing over the share of the Accused in the built up area. The Accused failed to keep their part of contract as per MOU. The complainants have spent hung amounts for preparing plants and submitting the same to the concerned authorities for sanction and other preparatory work for commencing the project. In this regard the complainants have incurred an expenditure amount to Rs.23,43,908/- towards establishment of administration and construction. Inspite of such huge investments and every effort on the complainants part, the project has not been able to take due to ommissions and latches on the part of Accused. The complainants launched the project and advertised the same and also printed

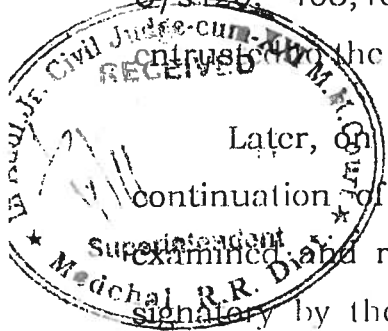


brochures and also took some booking with the found hope that the Accused would get all the necessary clearances from various authorities as mentioned in the MOU. The complainants have to refund the amount taken from the prospective customers. The complainants submit that the Accused are aware that adjacent to the property given for development there is a huge extent of land belonging to the Defence Ministry, GOI. In view of the same a No objections certificate has to be obtained from the Army Authorities namely Quarter Master General Andhra sub Area Bollaram. This has to be obtained by an application made in this behalf by the Accused as owners of the land. Unfortunately in spite of several requests by the complainants representative the Accused have not taken any necessary steps to apply and obtain the No objection certificate for commencing the project. The complainants are not able to commence the construction because of the objections by the Army authorities due to lack of No objection certificate. This is a clear default on the part of Accused. The Accused had failed to deposit the conversion fee (Agriculture land to Non Agriculture land) which is the subject matter of the agreement some of the legal representative of the necessary parties who appear to be NRIs have refused to co-operate in signing the documents. The Accused have not cooperated in initiating the process of survey to be done by the MRO for obtaining the sanction

The complainants have been misled by the Accused regarding the clearances to be obtained by them and the complainant had launched the project under the impression that Accused would be taking care of their part of the contract as per the MOU. The Accused have obtained money from the complainant on false promises and are guilty of cheating. The complainants got issued a noticed on 15.06.2015 though their counsel but the Accused did not reply.

Basing on the contents of the complaint a case in Cr. No. 595/2015 U/s 420, 403, 406 & 120 (B) IPC has been registered and investigation entrusted to the then SI Sri. Anil for further investigation.

Later, on his transfer he handed over this case file to SI Sri. Netaji for continuation of investigation on 5-1-2016. After that, SI Sri. Netaji has examined and recorded the statements Ramacharyulu who is an authorized signatory by the Complainant's Company, and partner of the company Sri. Soham Modi. Subsequently, SI Sri. Netaji has been posted as Crime SI in this PS and case file handed over to me on 13-2-17, for further investigation. On receipt of the case file, I have gone through the case file and obtained the MOU, which is a crucial document in eliciting the facts of the case. This 15 pages MOU dated. 23-5-2013, is consisting of 58 points which are to be executed by



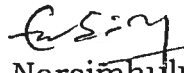
both parties. Later, on the request of the complainants another supplementary MOU dated 17/09/2014 had been prepared and the rights were transferred in favour of complainant by treating the said Supplementary MOU dated 17/09/2014 as part and parcel and continuation of the Memorandum of Understanding dated 23/05/2013, by the alleged accused. I have gone through the MOU very thoroughly and understood the points mentioned there in. The principal allegation of the complainant in this case is that the owners haven't performed their duty i.e. land conversion, get the survey of the land be done by the MRO etc as per the MOU. He further stated in his complaint that he appealed many times to the alleged accused to complete these works and when asked to show any evidence to this effect, he couldn't. Another allegation of the complainant is that some of the legal representatives of the necessary parties i.e. owners who appear to be NRIs have refused to cooperate in signing the documents. In this regard, the complainant was asked to provide the details of the owners, whose legal representatives refused to sign, he was unable to provide the details. **It is pertinent to mention here that the complainant has already initiated a civil suit for money recovery vide OS No. 634/2015 in the Hon'ble XVI Addl. District Judge, Malkajigiri which is going on in the said court. Further, it is an established fact as pre the MOU that if any dispute arises in execution of this MOU, they have to settle it through an arbitrator as per the point no. 56.**

So far investigation revealed that there is no evidence against the alleged accused persons that they have fraudulently and dishonestly induced the complainant to deliver the amount and cheated them.

Hence, a requisition is submitted to the Asst. Commissioner of Police, Kushaiguda Division, Rachakonda Police Commissionerate refer this case as CIVIL IN NATURE and the permission vide C.No.196/ACP-K/RKD/2017, Dated: 31/03/2017, has been given by the Asst. Commissioner of Police, Kushaiguda to refer this case as 'Civil in Nature' under notice to the complainant.

Hence, this Final Report.




G.Narsimhulu 8/4/13.

SI of Police,

Jawahar Nagar P.S., Rachakonda.

NOTICE TO THE COMPLAINANT

Form No.96

ORIGINAL

Cr.No.: 595/2015, U/s 420, 403,406 and 120 B IPC of P.S.
Jawahar Nagar, Rachakonda.

To

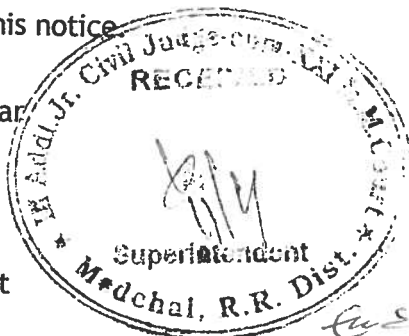
L. Rama Charyulu S/o Late. Raghavender Rao, age: 53 yrs, occ:
Advocate, R/o H No. 5-4-187/3 & 4, 2nd floor, Soham Manson, MG Road,
Secunderabad.

Please take notice that, you complaint under section 420, 403,
406, 120 B.I.P.C. and 156 (3) Cr.P.C has been reported to the Class
Magistrate of XXI MM court at Medchal. This case is **civil in nature**
vide No. 196/ACP-K/RKD/2017, dated 31.03.2017 of Asst, Commissioner
of Police, Kushaiguda Division and that if you want to oppose this report
you will have to do as before the above Magistrate within as week from
the date of receipt of this notice

Station : PS Jawaharnagar

Date : 07.04.2017

Signature of Complainant



[Handwritten Signature]
Signature of Police officer

[Handwritten Signature]
07/4/17

CASE DIARY

PART-II

PS.Jawaharnagar

Cyberabad: Commissionerate

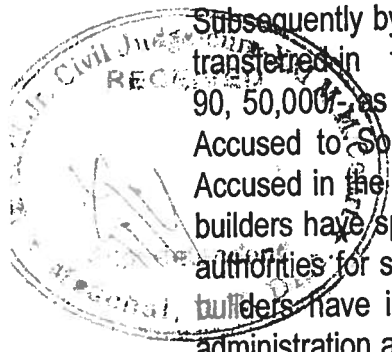
FIR NO: 595/2015

U/Sec: 420,403,406,120-B IPC, Sec.156(3) Cr.P.C.

Date of Witnesses examination: On 12-01-2016 at 1100 hours.


LW-1) Statement of Sri. Lakkanigam. Ramacharyulu, s/o Late Raghavendra Rao, age 53 yrs, Occp-Advocate, R/o H.No. 5-4-187/3&4, 2nd floor, Soham Manson, MG Road, Secunderabad, recorded by Ch. Nethaji, SI of Police, Jawharnagar PS at PS.

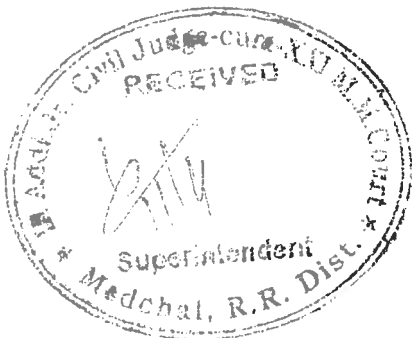
States that "I am residing at above said address. I was represented by Sri. Soham Modi S/o Satish Modi, Aged 46 years as legal advisor, who is managing partner to Greenwood Builders and Greenwood Lake Side (Hyderabad). Mr. Soham Modi is Builder and Developer in city housing, projects in and around twin cities styled as Greenwood Builders and Greenwood Lake Side. The Accused persons 1) L. Rajeshwar Rao S/o Anand Rao, aged 47years. R/o. Flat No. D2, Second Floor, Susheel Residency, Road No.11, West Marredpally, Secunderabad, 2) L. Santhosh Rao S/o Rajeshwar Rao, aged 23 years, R/o. Flat No. D2, Second Floor, Susheel Residency, Road No.11, West Marredpally, Secunderabad, 3) D. Sridhar S/o. D. Prakash, aged 38 years R/o. H.No. 6-31, Gandhi Nagar, Siddipet, Medal:- District, 4) K. V. Pavan Kumar S/o Sanjeeva Rao, aged 41 years, R/o. 11-1-329, Red hills, Hyderabad, 5) Smt. M. Renuka W/o. M. Ramgopal, aged 46 years, H..No. 1-4-190, Balaji Nagar, Jagityal, Karimnagar District, Telangana, 6) M. Ramgopal S/o. M. Nala Kishtam, aged 54 years Both R/o. H..No. 1-4-190, Balaji Nagar, Jagityal, Karimnagar District, Telangana, 7) M. Krishna S/o. M. Ramasham, aged 51 years R/ o. H.No. 1-4-181, Balaji Nagar, Jagityal, Karimnagar District, Telangana, 8) Ritesh Kumar s/o. Deena Dayal, aged 31 years R/o. H.Ko. 5-9-22/92, Marsh Nagar, Hyderabad, 9) A. Chenakesh S/ o. Late Sri A Vinod Kumar, aged 3 lyp., 'Rio. Plot No. 6, Asbestors Colony, Karkhana, Secunderabad, 10) Smt. G. Damayanthi W/o. Vaman, aged 54 yrs, R/o H.No. 1-4-242, Jawahar Road, Karimnagar, Telangana are owners and possessors of various extents of land in survey no. 49, Yaprall Village, Malakajgiri Mandal, R.R. District totally admeasuring 5 acres 30 guntas. We were approached by the Accused persons for developing the land and construction of Flats, as Soham Modi was in the business of development of Flats, Villas and bungalows in and around twin cities. Keeping in view the expertise the Accused agreed to give their land situated at yapral village for development, and construction of flats. Soham Modi and the Accused persons entered into an MOU dated 23.05.2013 for the development to laid admeasuring 5 Acres 30 guntas in Survey No.49 situated at Yaprall (V), Malakajgiri (M) R.R.District and for construction of residential Housing Project consisting of Apartments/Flats along with common amenities like club, House roads, Drains, water, Electricity supply, land scalping gates, children park, compound wall, sports and rotational facilities in the said land. The said MOU was also containing various other clauses & conditions to be fulfilled by the accused persons as owners and Soham Modi as developers. Subsequently by a supplementary MOU dated 17.09.2014 the benefit under the earlier MOU was transferred in favour of Soham Modi. We have so far paid the Accused persons a sum of Rs. 90, 50,000/- as security deposit from time to time. The said security deposit is refundable by the Accused to Soham Modi, after completion of the project and handing over the share of the Accused in the built up area. The Accused failed to keep their part of contract as per. MOU. Our builders have spent huge amounts for preparing plans and submitting the same to the concerned authorities for sanction and other preparatory work for commencing the project. In this regard our builders have incurred an expenditure amounting to Rs. 23,43,908/- towards establishment of administration and construction. In spite of such huge investments and every effort on the builders part, the project has not been able to take off due to commissions and latches on the part of the accused. We launched the project and advertised the same and also printed brochures and also took some "bookings" with the found hope that the Accused would get all the necessary clearances from various authorities as mentioned in the 'MOU'. We have to refund the amounts taken from the prospective customers. The Accused are aware that adjacent to the Property given for development there is a huge extent of land belonging to the Defense Ministry, Government of



India. In view of the same a **No Objection Certificate** has to be obtained from the Army Authorities namely Quarter Master General Andhra Sub Area Bollaram. This has to be obtained by an application made in this behalf by the accused as owners of the land. Unfortunately in spite of several requests by us representative the accused persons have not taken any necessary steps to apply and obtain the No objection Certificate for commencing the project. We are not able to commence the construction because of the objections by the army authorities due to lack of No Objection Certificate. This is a clear default on the part of Accused. The Accused had failed to deposit the conversion fee (Agriculture land to Non Agriculture land) which is the subject matter of the agreement. Some of the legal representatives of the necessary parties who appear to be NRIs have refused to co-operate in signing the documents. The Accused have not cooperated in initiating the process of survey to be done lair the MR0 for obtaining the sanction. We have been misled by the Accused regarding the clearances to be obtained by them and we had launched the project under the impression that the Accused would be taking care of their as per the MOU. The Accused have obtained money from part of the contract a false promises are guilty of cheating. We have got issued a notice on 15.06.2015 through their counsel but the accused did not reply. Further we came to know that the accused persons enter into an agreement with others i.e VR constructions. Before that they also cheated the GK builders owner Hanumantha rao.

The above statement read over in vernacular language and admitted to be correct.


Sub-Inspector of police,
Jawaharnagar, PS, cyberabad.



CASE DIARY

PART-II

PS.Jawaharnagar

Cyberabad: Commissionerate

FIR NO:595/2015

U/Sec: 420,403,406,120-B IPC, Sec.156(3) Cr.P.C.


Date of Witnesses examination: On 12-01-2016 at 1200 hours.

LW-2) Statement of Sri. Soham Modi S/o Satish Modi, Aged 46 years , Occp-Business, R/o. H.No. 5-4-187/3&4, Soham Manson, MG Road, Sec-bad, recorded by Ch. Nethaji, SI of Police, Jawhar nagar PS at PS.

States that "I am residing at above said address. I and Anad mehatha are the partners/authorized representatives to Greenwood Builders and Greenwood Lake Side (Hyderabad). I and Anand Mehatha are Developers in city housing, projects in and around twin cities styled as Greenwood Builders and Greenwood Lake Side. The Accused persons 1) L. Rajeshwar Rao S/o Anand Rao, aged 47years. R/o. Flat No. D2, Second Floor, Susheel Residency, Road No.11, West Marredpally, Secunderabad, 2) L. Santhosh Rao S/o Rajeshwar Rao, aged 23 years, R/o. Flat No. D2, Second Floor, Susheel Residency, Road No.11, West Marredpally, Secunderabad, 3) D. Sridhar S/o. D. Prakash, aged 38 years R/o. H.No. 6-31, Gandhi Nagar, Siddipet, Medal:- District, 4) K. V. Pavan Kumar S/o Sanjeeva Rao, aged 41 years, R/o. 11-1-329, Red hills, Hyderabad, 5) Smt. M. Renuka W/o. M. Ramgopal, aged 46 years, H..No. 1-4-190, Balaji Nagar, Jagityal, Karimnagar District, Telangana, 6) M. Ramgopal S/o. M. Nala Kishtam, aged 54 years Both R/o. H..No. 1-4-190, Balaji Nagar, Jagityal, Karimnagar District, Telangana, 7) M. Krishna S/o. M. Ramasham, aged 51 years R/ o. H.No. 1-4-181, Balaji Nagar, Jagityal, Karimnagar District, Telangana, 8) Ritesh Kumar s/o. Deena Dayal, aged 31 years, R/o. H.Ko. 5-9-22/92, Marsh Nagar, Hyderabad, 9) A. Chenakesh S/ o. Late Sri A Vinod Kumar, aged 3 lyp.;; 'Rio. Plot No. 6, Asbestors Colony, Karkhana, Secunderabad,10) Smt G. Damayanthi W/o. Vaman, aged 54 yrs, R/o H.No. 1-4-242, Jawahar Road, Karimnagar, Telangana are owners and possessors of various extents of land in survey no. 49, Yapral Village, Malakajiri Mandal, R.R. District totally admeasuring 5 acres 30 guntas. We were approached by the Accused persons for developing the land and construction of Flats, as we are in the business of development of Flats, Villas and bungalows in and around twin cites. Keeping in view the expertise the Accused agreed to give their land situated at yapral village for development, and construction of flats. We and the Accused persons entered into an MOU dated 23.05.2013 for the development to laid admeasuring 5 Acers 30 guntas in Survey No.49 situated at Yapral (V), Malakajiri (M) R.R.District and for construction of residential Housing Project consisting of Apartments/Flats along with common amentias like club, House roads, Drains, water, Electricity supply, land scaping gates, children park, compound wall, sports and rotational facilities in the said land. The said MOU was also containing various other clauses & conditions to be Fulfilled by the Accused persons as owners and we are developers. Subsequently by a supplementary MOU dated 17.09.2014 the benefit under the earlier MOU was transferred in favour of Soham Modi. We have so for paid the Accused persons a sum of Rs. 90, 50,000/- as security deposit from time to time. The said security deposit is refundable by the Accused to us , after completion of the project and handing over the share of the Accused in the built up area. The Accused failed to keep their part of contract as per. MOU. We have spent huge amounts for preparing plans and submitting the same to the concerned authorities for sanction and other preparatory work for commencing tie project. In this regard our builders have incurred an expenditure amounting to Rs. 23,43,908/- towards establishment of administration and construction. In spite of such huge investments and every effort on the builders part, the project has not been able to take off due to commissions and latches on the part of the Accused. We launched the project and advertised the same and also printed brochures and also took some ' bookings with the found hope that the Accused would get all the necessary' clearances from various authorities as mentioned in the' MOU. We have to refund the amounts taken from the prospective customers. The Accused are aware that adjacent to the Property given for development there is a huge extent of land belonging to the Defense Ministry, Govt of India. In view of the same a No Objection Certificate has to be obtained from the

Army Authorities namely Quarter Master General. Andhra Sub Area Bollaram. This has to be obtained by an application made in this behalf by the accused as owners of the land. Unfortunately in spite of several requests by us representative the accused have not taken any necessary steps to apply and obtain the No objection Certificate for commencing the project. We are not able to commence the construction because of the objections by the army authorities due to lack of No Objection Certificate. This is a clear default on the part of Accused. The Accused had failed to deposit the conversion fee (Agriculture land to Non Agriculture land) which is the subject matter of the agreement. Some of the legal representatives of the necessary parties who appear to be NRIs have refused to co-operate in signing the documents, The Accused have not cooperated in initiating the process of survey to be done lair the MR0 for obtaining the sanction. We have been misled by the Accused regarding the clearances to be obtained by them and we had launched the project under the impression that the Accused would be taking care of their s per the MOU. The Accused have obtained money from part of the contract a false promises are guilty of cheating. We have got issued a notice on 15.06.2015 through their counsel but the accused did not reply. Further we came to know that the accused persons enter into an agreement with others i.e VR constructions. Before that they also cheated the GK builders owner Hanumantha rao.

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Sub-Inspector of police,
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