

Note on caveat to be filed

Introduction:

Gulmohar Gardens Phase I consists of 5 blocks (A to E), was started in 2005 and block F (40 flats) was proposed to be constructed after obtaining sanction for the same. The proposed F block has also been shown in the brochure of Phase I. Additional land of 1.20 acres was purchased by the builder and G block consisting of 115 flats is proposed to be constructed entirely on the additional land purchased. Sanction for block F & G (Phase II) was obtained in 2009 and the construction of the same has started.

Sanction from GHMC:

Sanction for Block F & G has been obtained following all rules and regulations laid down in law. The sanction is for 7 blocks in a single layout with common access and amenities. The land area originally acquired was 4 acres (19,360 sq yds). Out of that 17,463 sq yds was earmarked as undivided share of land for Phase I @ 6.15 sq yds per 100 sft of super built-up area. Out of the balance area of 1,897 sq yds, about 274 sq yds is effected in a proposed road and the balance of 1,623 sq yds is earmarked for undivided share of land for F block @ 3.12 sq yds for 100 sft. Undivided share of land for G block is allotted entirely from the additional land purchased @ 4 sq yds per 100 sft.

Legal issues:

Sale deed/agreement of sale of each and every customer in Phase I has the following clause: (Clause No. 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.'

Additional common amenities:

A second clubhouse is proposed to be constructed in Phase II to compliment the facilities already provided in Phase I. After feedback from our sales team and several customers, it was decided that additional facility should be provided in the second clubhouse instead of replicating what has been provided in Phase I. The second clubhouse will have the following:

- a. Coffee shop
- b. Library (furnished with books)
- c. Crèche
- d. Yoga/aerobics rooms
- e. Beach volleyball court
- f. Open air badminton court

Parking:

The requirement of parking in Phase I was designed as per our estimate of requirement 5 years ago. However, it has now proved to be inadequate. Additional parking of about 50 cars is being provided in the basement of G block and shall be offered for sale to the owners in Phase I.

Sharing of common amenities:

The decision to merge Phase I & Phase II has been done after considerable deliberation keeping in mind the overall interest of the residents of Phase I & II. We expect 60 to 70% of sales in Phase II from references given by residents of Phase I. It is very likely that most residents in Phase II will be friends, relatives or colleagues of residents of Phase I.

Enhancement and customization of amenities:

Some Executive Committee Members of the Association have requested the Builder to provide additional equipment in the gym and an additional recreation room with pool and TT table. The Builder has agreed to consider their request favourably.

Cause of action:

The compound wall between the original 4 acres and additional 1.20 acres purchased was demolished on 31.7.09 and small trees originally planted by the builder was also removed. Association Members refused to allow the builder to transplant the trees after preparation for it was done. Only 2 trees could be transplanted and the balance were removed. The compound wall was entirely built within the 1.20 acres additionally purchased by the builder. A police complaint was filed at Nacharam PS. At the moment the police has refused to intervene stating that the matter is civil in nature.

Grievances of the Association:

1. Amenities of Phase I and Phase II should not be shared. Builder has offered to create additional amenities for mutual benefit. The first flats are proposed to be handed over in January 2011. Till then the question of amenities being used by the members of Phase II does not arise. Builder has also offered to make separate amenities like clubhouse for phase I and phase II for their exclusive use.
2. Demolition of compound wall is illegal and compromises security of residents of phase I. A barricade has been erected for construction of G block more than a year ago and provides adequate protection. Similarly barricade for F block was erected recently and does not cause inconvenience to residents of phase I.
3. Common amenities when share will be inadequate. Builder is willing to replicate amenities like gym, recreation room, swimming pool, etc., in phase II over and above additional amenities being provided in phase II.
4. Road should not be shared. G block has independent access and construction activity in G block is being taken up without entry into phase I. However, access for F block is common. In the original sanction of 1995, access to phase I was only from the southern side. The Builder has paid compensation to owners on northern side for a road access from the northern side. The road access from the northern side is shown and approved in the sanction of 2009. New road access is now the primary access for phase I in F block. Owners have benefited from the access.

5. Association is apprehensive about undivided share of land. The sum total of undivided share of land being allotted or sold to blocks A to F is equal to 4 acres. The allotment of undivided share of land is in order without any irregularities. As on date about 48 flats in phase I are unsold and conveyance deed not executed. The undivided share of land pertaining to these flats still rests with the builder.
6. Construction of G block encroaches within 4 acres originally purchased. G block is entirely been constructed with the additional 1.20 acres purchased by the builder leaving a clear 40 ft distance from block A & B.

Requirement:

Caveat should be filed against Gulmohar Gardens Owners Association and all its members in the High Court, Ranga Reddy Court, Secunderabad Civil Court and Hyderabad Civil Court. Stay on construction of G block which is in no way related to phase I must not be granted. Stay on construction of F block must also be opposed.

Other details:

1. Owners of original 4 acres are:
 - a. M/s. Modi Ventures a Partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad, represented by authorized representative Sri Soham Modi, S/o. Sri. Satish Modi, R/o. Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad- 500 034.
 - b. Sri Sai Builders having its office at 25, A & B Electronic Complex, Kushaiguda, Hyderabad – 500 062, represented by authorized representative Mr. Nareddy Kiran Kumar, S/o. Mr. Madhusudhan Reddy, R/o. Plot No. 275, Venkateshwara Nagar, Meerpet, Moula -Ali, Hyderabad-40.
2. Additional 1.20 acres was purchased by M/s. Modi Ventures.
3. Documents enclosed:
 - a. Sanction plan of 1995
 - b. Sanction plan of 2009.
 - c. Brochure of Phase I & II Combined.
 - d. Sale deed no. 8183/2003 dated 10.7.2003 in favour of Sri Sai Builders to an extent of Ac. 2-00 Gts.,
 - e. Sale deed no. 1311/04 dated 5.2.2004 in favour of Sri Sai Builders to an extent of Ac. 2-00 Gts.,
 - f. Joint Development Agreement no. 10300/05 dated 20.10.2005 between Sri Sai Builders and Modi Ventures.
 - g. Agreement of Sale cum GPA no. 10302/05 dated 20.10.2005 by Sri Sai Builder in favour of Modi Ventures.
 - h. Sale deed no. 4000/07 dated 23.03.2007 in favour of Modi Ventures to an extent of Ac. 1-08 Gts.,
 - i. Flat No. C – 404 bearing sale deed no. 14401/06 dated 19.10.2006 in favour of H. Venkata Krishnan who is the Treasurer of Gulmohar Gardens Owners Association.
 - j. Flat No. C – 401 bearing sale deed no. 3709/07 dated 16.03.2007 in favour of K. Raja Reddy & others who is the President of Gulmohar Gardens Owners Association
 - k. Flat No. A – 312 bearing sale deed no. 781/08 dated 13.03.2008 in favour of Mr. Ismail Shaik who is the Secretary of Gulmohar Gardens Owners Association.

Date: 01.08.2009