Statement of Account of Smt. A. Vijayalaxmi, Bungalow No. 46, Nilgiri Homes, Rampally Village.

Total Sale Consideration	Rs. 39,00,000
Add:	
1. Service Tax	Rs. 2,15,420
2. Corpus Fund	Rs. 40,000
3. Interest up to 05.04.2014	Rs. 4,87,177
4. Other expenses till today	Rs. 77,389
5. Maintenance charges payable to Assn	Rs. 27,600
Total Receivable	Rs. 47,47,586
Less: Received	Rs. 35,70,000
Balance receivable	**Rs. 11,77,586**

Note: Apart from the above amounts interest
from 06.04.2014 to 07.12.2015
of Rs. 3,93,860/- to be received.

7/12/15

Interest calculation for delayed payments.

Project Name	Nilgiri Homes	
Plot no.	46	
Customer Nar	Mahesh	
Booked by	Nagi Reddy	
Prepared by	kp	
Date	07-12-2015	
Sign		
Interest rate	18	% p.a.

Date	Instal / Payment	Remarks	Days	Principal	Interest	Balance
02-Feb-13	25000	Booking Amount	-	-	-	25,000
02-Feb-13	-25000	Booking Amount	-	25,000	-	-
15-Feb-13	200000	I Installment	13	-	-	2,00,000
18-Feb-13	-200000	payment Received	3	2,00,000	296	-
28-Feb-13	575000	II Installment	10	-	-	5,75,000
31-Mar-13	2325000	III Installment	31	5,75,000	8,790	29,00,000
01-Apr-13	575000	IV Installment	1	29,00,000	1,430	34,75,000
01-May-13	200000	On Completion	30	34,75,000	51,411	36,75,000
26-Jun-13	-500000	payment received	56	36,75,000	1,01,490	31,75,000
27-Nov-13	-1248000	amount received	154	31,75,000	2,41,126	19,27,000
27-Nov-13	-622000	amount received	-	19,27,000	-	13,05,000
27-Dec-13	93600	Registration charges	30	13,05,000	19,307	13,98,600
27-Dec-13	48750	vat	-	13,98,600	-	14,47,350
31-Dec-13	-147650	registration charges	4	14,47,350	2,855	12,99,700
09-Jan-14	5300	misc, doc & ec	9	12,99,700	5,769	13,05,000
7-Dec-15	-1305000	Payment receivable	697	13,05,000	4,48,562	-
		Approx Interest Payable			**8,81,037**	

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

☐ Charge Interest of Rs. _____ (or) ☐ Interest waived

☐ Allow on-time payment discount (or) ☐ Reduce on-time payment discount to Rs. _____.

Signature of Manager:
Date :

Signature of M.D.:
Date :

Total Instal upto 17/07/12/15 } 8,81,037

Less: Already Shown to Court } 4,87,177

Balance Instal upto 7.5.14 to 2/12/15 } 3,93,860

M/s KGM & Co
Chartered Accountants

CERTIFICATE

07/02/2015.

We on the basis of relevant records produced before us and the information and explanation given by the management hereby state and confirm that M/s. Modi & Modi Constructions a Partnership Firm having its office at 5-4-187/3 & 4, 2nd Floor, Soham Manasion, M.G. Road, Secunderabad – 500 003 has received the total amount of Rs.35,70,000/- (Rupees thirty five lakhs and seventy thousand only) from its customer Shri A Mahesh Kumar towards advance for sale of a residential house No.46 in housing project name as Nilgiri Homes, situated at Sy.No.128, 129, 132, & 136, Rampally, Keesara Mandal, Hyderabad. The details of amount received & balance receivable is as under:

Sales Consideration as agreed upon		Rs.39,00,000.00
Add: Service tax	Rs.2,15,420.00	
Interest on Delay payments		
Upto to 05-04-2014	Rs.4,87,277.00	
Corpus Fund	Rs. 40,000.00	
Other Expenses	Rs. 55,538.00	
		Rs. 8,08,135.00
		Rs.47,08,135.00
Less: Amounts Received		
Ch.No.315818 dt.02-02-13	Rs. 25,000.00	
Ch.No.315822 dt.18-2-13	Rs.2,00,000.00	
Ch.No.024420 dt.27-6-13	Rs.5,00,000.00	
Ch.No.043645 dt.27-11-13	Rs.12,48,000.00	
Ch.No.043646 dt.27-11-13	Rs.6,22,000.00	
Ch.No.064939 dt.12-06-14	Rs.9,75,000.00	
		Rs.35,70,000.00
Balance		Rs.11,28,135.00

Balance receivable (Rupees Eleven lakhs twenty eight thousand one hundred and thirty five only).

KGM & Co. Firm Reg.No. 015017S Secunderabad Chartered Accountants

Regd Off: , 5-4-187/3&4, 1st Floor, Soham Mansion, M.G.Road, Secunderabad-03
☎ Off:27544517
Email : capranaymehta@gmail.com

Further, the firm has given loan to Shri Bhaskar Angadi (Father of A Mahesh Kumar) of Rs.9,75,000.00 as detailed below:

Ch.No.001615	dt.14-09-2013	Rs.2,43,750.00
Ch.No.001616	dt.26-09-2013	Rs.2,43,750.00
Ch.No.001617	dt.01-10-2013	Rs.2,43,750.00
Ch.No.001618	dt.5-10-2013	Rs.2,43,750.00
		Rs.9,75,000.00

The above loan has been repaid by Shri A Mahesh Kumar (S/o. Shri Bhaskar Angadi) as given below:

Ch.No.024428	dt.23-09-2013	Rs.2,43,750.00
Ch.No.024427	dt.28-10-2013	Rs.2,43,750.00
Ch.No.024426	dt.28-10-2013	Rs.2,43,750.00
Ch.No.024424	dt.16-11-2013	Rs.2,43,750.00
		Rs.9,75,000.00

Thus there is no outstanding balance in loan account of Angadi Bhaskar as on date.

This certificate is issued at the request of Modi & Modi Constructions in connection with the ongoing legal case between M/s. Modi & Modi constructions & A Mahesh Kumar.

For KGM & CO.,
Chartered Accountants

KGM & CO. Firm Reg.No. 015353S Secunderabad Chartered Accountants

(PRANAY MEHTA)
PARTNER
M.No.233650
F.R.No.015353S
DATE: 07/02/2015.

Regd Off: , 5-4-187/3&4, 1st Floor, Soham Mansion, M.G.Road, Secunderabad-03
☎-Off:27844517
Email : capranaymehta@gmail.com

Cell : 098490 15054
✆: 040-27763349

Er. Y. R. SHANKAR KUMAR REDDY
B.E., M.I.E., F.I.V.
Valuer/Lenders' Engineer for Bank Consortiums
Govt. Regd. Valuer, Chartered Engineer, Insurance Surveyor
Panel Valuer: Allahabad Bank, Axis Bank, Canara Bank, Indian Bank, IOB, IFCI, IDBI.

COMPLETION CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN.

M/s. Modi & Modi Constructions requested me for completion certificate of the Bungalows named "NILGIRI HOMES" situated at Sy. Nos. 128, 129, 132, 133, 134, 135 & 136 of Rampally Village, Keesara Mandal, Hyderabad, Ranga Reddy District.

I visited the site along with their representative Mr. Venkata Ramana Reddy on 21.04.2013, 27.04.2013 and 02.05.2013 and collected all the information required for issuing this completion certificate.

Bungalow No.	Plot Area In Sq. yds	Built-up Area		
		Built-up area in Sq. ft	Terrace & Portico Area in Sq. ft	Total area in Sq. ft
Villa No. 46 Type - A	125	1241	220	1,461

The construction of the above villa is completed in all respects as per the specifications furnished in the brochure and as per sanction accorded under gated community group housing scheme vide file No. 6092/MP2/Plg/HUDA/2007 and Permit No. 35/MP2/HUDA/2007 dated 16.11.2007 issued by the Vice Chairman, HUDA and Proceedings No. 655 dated 17.12.2007 issued by the Executive Officer & Sarpanch, Grampanchayat Rampally, Keesara Mandal, Ranga Reddy District. The above said villa is fit for occupation.

All infrastructural facilities like B.T Roads, laying Kerbstones, Electrical & Street Lighting, Under Ground Drainage Works, Borewell, Overhead Tank and Under Ground Water Lines are completed.

Amenities like Swimming Pool, Club House are completed as per the approved plan.

Place: Hyderabad

Date: 05.05.2013

Y.R. Shankar Kumar Reddy
B.E.,M.I.E. F.I.V.
Govt. Regd. Valuer Cat 1/248/95
Chartered Engineer M/111440/3

Flat No. 312 B, Aladin Mansion, Near Shopper Stop, Begumpet, Hyderabad - 500 016.
E-mail : skreddyyr@gmail.com

Govt Regd Valuer Cat 1/246/98
Chartered Engineer M/111440/9

Form No. 7 List of Documents (Rule 9, 10 and 62)
(Under Order VII R 14 or Order XIII R 3 of the Code of Civil Procedure)

In the Court of the D/ST. CONSUMER FORUM

AT L.B. Nagar

C C No. 137 of 2014 14456

Between :

A. Vijaya Lakshmi & another — Plaintiff / Petitioner / Appellant / Complainant

AND

Modi & Modi Constructions — Defendent / Respondent / Accused

List of Documents Filed by O.P.

S.No.	Date if any of Document in Vernaculor and in English	Parties of the Documents	Description of the Document
1.	5/5/13	O.P.	Completion Certificate
2.	7/2/15	O.P.	Certificate of the Chartered A/c. regarding Outstanding of Compltt.

Dated this the 8th day of June 2015

ADVOCATE FOR O.P.

In the Court of the
DIST. CONS. FORUM
AT L.B. NAGAR

C.C. No. 137 of 2014

Between :

A. Vijayalakshmi & another — Plaintiff / Petitioner / Appellant / Complainant

AND

Modi & Modi Estates Pvt. Ltd. — Defendent / Respondent / Accused

LIST OF DOCUMENTS

Filed on : 8-6-2015

Filed by :

C. BHAGOPAL
COUNSEL FOR DR

Address for Service :

Sai Bind-26

Advocate's Co-operative Society, City Civil Court
Hyderabad ☎ :

Account Statement

Villa / row house no. 46
Nilgiri Homes,
Survey No. 128, 129, 132-136,
Rampally,
Keesara mandal,
Hyderabad.

		Amount in Rs.
A.	Sale consideration[1]	39,00,000
B.	Add : Stamp duty & Registration charges	98,900
C.	Add : VAT & Service Tax	2,64,170
D.	Add : Interest on delayed payments	4,87,177
E.	Add : Court fee & legal expenses	50,926
F.	Add : Corpus Fund [3]	40,000
G.	Total of other charges (B+C+D+E+F)	**9,41,173**
H	Total amount payable(A+G)	**48,41,173**
I	Less : Stamp duty & Registration charges (offer)	**98,900**
J	Less : Vat (offer)	**48,750**
K	Less : Amount paid[2]	**35,70,000**
L	Balance payable	**11,23,523**

Notes:

1. Charges for additions and alteration provided have not been included. They have to be paid for separately.
2. Amounts received after 27-06-2014 may have not been reflected in the above statement.
3. Maintenance charges are payable from at the rate of Rs. 1200/- per month for row house and Rs. 1500/- per month for Villas, irrespective of date of possession. Please note that the maintenance charges are payable to Nilgiri Homes Owners Association and not to the Builder.

APPROVED
27 JUN 2014
SOHAM MODI
MANAGING DIRECTOR

Account Statement

Recd on 27/6/14

Villa / row house no. 46
Nilgiri Homes,
Survey No. 128, 129, 132-136,
Rampally,
Keesara mandal,
Hyderabad.

		Amount in Rs.
A.	Sale consideration[1.]	39,00,000
B.	Add : Stamp duty & Registration charges	98,900
C.	Add : VAT & Service Tax	2,64,170
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E.	Add : Court fee & legal expenses	50,926
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In the Court of the DIST CONSUMER FORUM

AT L.B.NAGAR. RR DIST

CC No. 137 of 2014

Between :

Ms Angadi Vijaya Laxmi & Another — Plaintiff / Petitioner / Complainant / Appellant

Modi & Modi Constructions — Defendent / Respondent / Accused

I/We Modi & Modi Constructions
Rep by Partner Soham Modi
5-4-187/3&4 M.G. Road
Sec-Bad

do hereby appoint and retain

C. BALA GOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRAMOULI
ADVOCATES

Advocate/s to appear for me/us in the above Suit/Appeal/Petition/Case and to conduct and prosecute and defend the same and all proceedings that may be taken in respect of any application for execution of any decree or order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceedings in the above suit or matter till all decrees or order are fully satisfied or adjusted to compromise and obtain the return of Documents and draw any money that might be payable to me/us in the said Suit or matter and I/We do further empower my/our Advocate/s to accept on my/our behalf, service of notice of all or any appeal or petition filed in any Court or appeal Reference or Revision with regard to the said suit or matter before disposal of this same in Honourable Court.

For Modi & Modi Constructions
Partner

Certified that the executant who is well acquainted with English, read this Vakalatnama that the contents of this Vakalatnama were read out and explained in Urdu /Hindi/Telugu to executant he/she/they being unacquainted with English who appeared perfectly to understand the same and signed or put his/her/their name or mark in my presence.

Identified by : Sri C.V. Chandramouli

Executed on this the 29th Day of July 2014

ADVOCATE

In the Court of the

DIST. CONSUMER FORUM RR DIST

AT L.B. Nagar

CC No. 1374 of 2014

Between :

Angadi Vijaya Laxmi — Plaintiff / Petitioner / Appellant / Complainant

AND

Modi & Modi Constructions — Defendent / Respondent / Accused

VAKALAT

ACCEPTED

Filed on : 9-7-14

Filed By :

Advocate for : OPPOSITE PARTY

Address for Service :

☎ : Off. 64570512
Cell : 94417 82451
92461 72988

C. BALA GOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRAMOULI
ADVOCATES

Flat No. 103, Suresh Harivillu Apts.
Road No. 11, West Marredpally
Secunderabad-500 026.

In the Court of the DIST CONSUMER FORUM

AT L.B.NAGAR. RR DIST

CC No. 137 of 2014

Between :

Ms Angadi Vijaya Laxmi & Another — Plaintiff / Petitioner / Complainant / Appellant

Modi & Modi Constructions — Defendent / Respondent / Accused

I/We Modi & Modi Constructions
Rep by Partner Soham Modi
5-4-187/3&4 M.G. Road
Sec-Bad

do hereby appoint and retain

C. BALA GOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRAMOULI
ADVOCATES

Advocate/s to appear for me/us in the above Suit/Appeal/Petition/Case and to conduct and prosecute and defend the same and all proceedings that may be taken in respect of any application for execution of any decree or order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceedings in the above suit or matter till all decrees or order are fully satisfied or adjusted to compromise and obtain the return of Documents and draw any money that might be payable to me/us in the said Suit or matter and I/We do further empower my/our Advocate/s to accept on my/our behalf, service of notice of all or any appeal or petition filed in any Court or appeal Reference or Revision with regard to the said suit or matter before disposal of this same in Honourable Court.

For Modi & Modi Constructions
Partner

Certified that the executant who is well acquainted with English, read this Vakalatnama that the contents of this Vakalatnama were read out and explained in Urdu/Hindi/Telugu to executant he/she/they being unacquainted with English who appeared perfectly to understand the same and signed or put his/her/their name or mark in my presence.

Identified by : Sri C.V. Chandramouli

Executed on this the 29th Day of July 2014

ADVOCATE

In the Court of the
DIST- CONSUMER FORUM RRDIST
AT L.B. Nagar
CC No. 137 of 2014

Between :

Angadi Vijaya Laxmi — Plaintiff / Petitioner / Appellant / Complainant

AND

Modi & Modi Constructions — Defendent / Respondent / Accused

VAKALAT
ACCEPTED

Filed on : 9-7-14

Filed By :

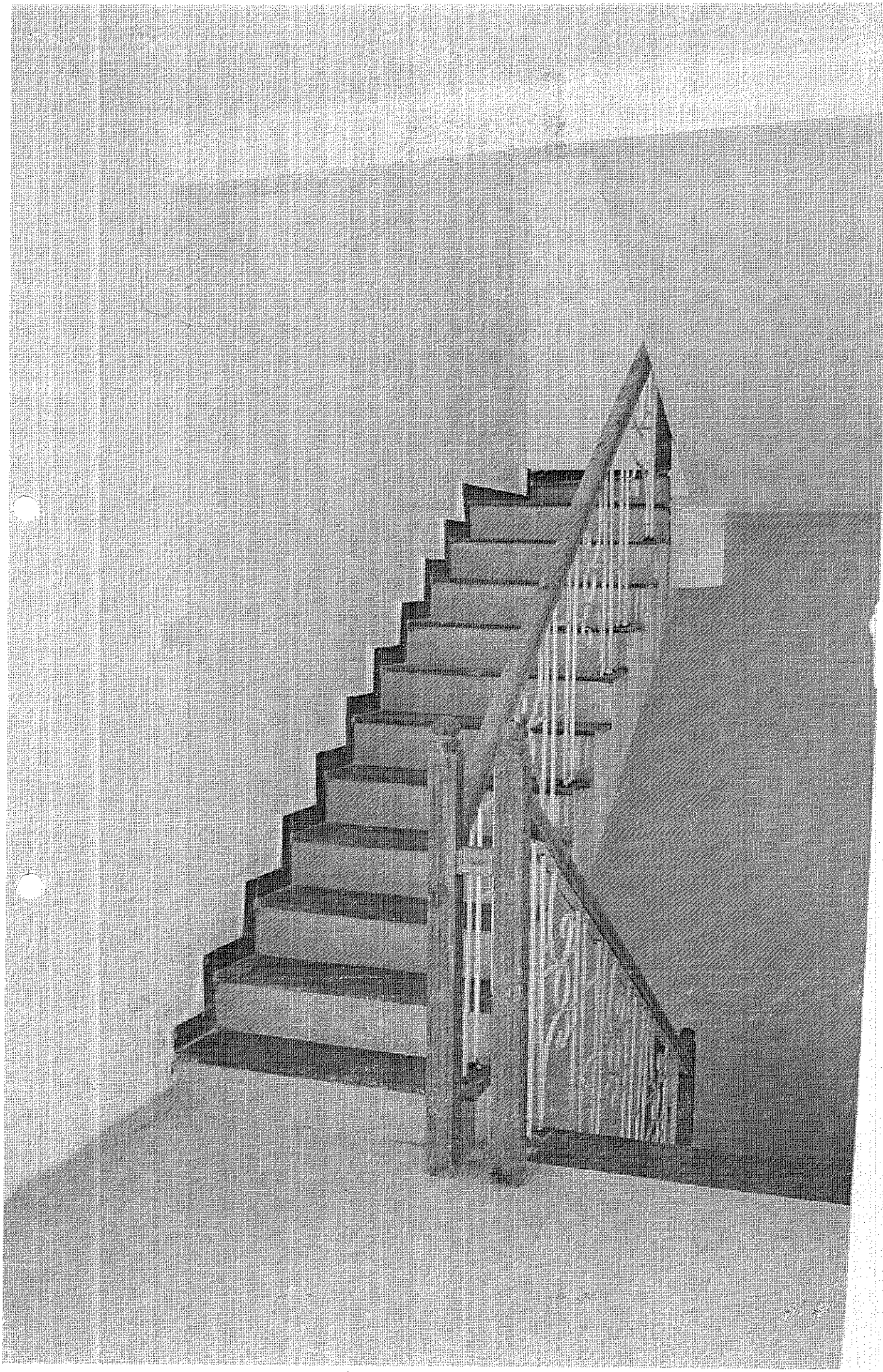
Advocate for : OPPOSITE PARTY

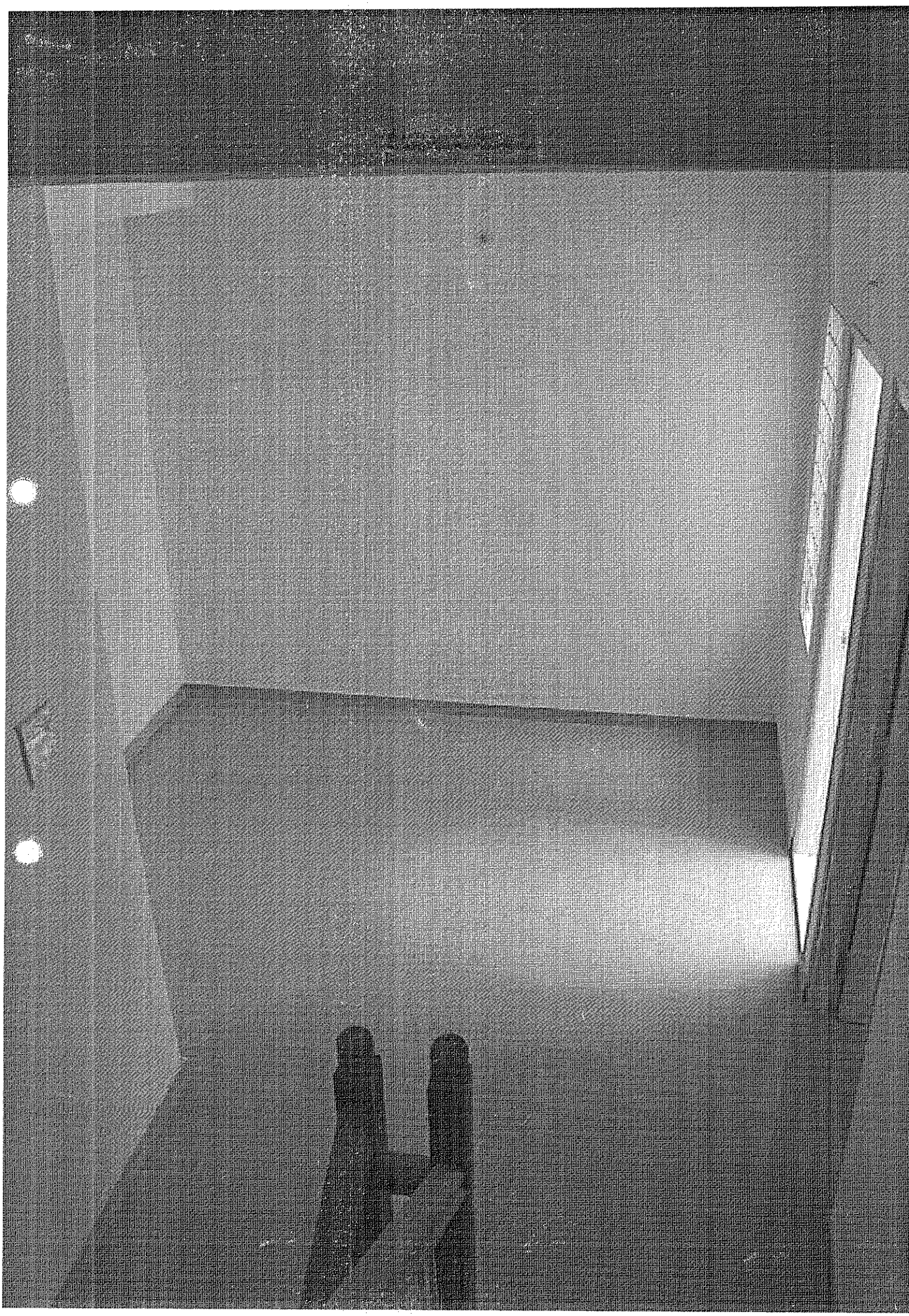
Address for Service :

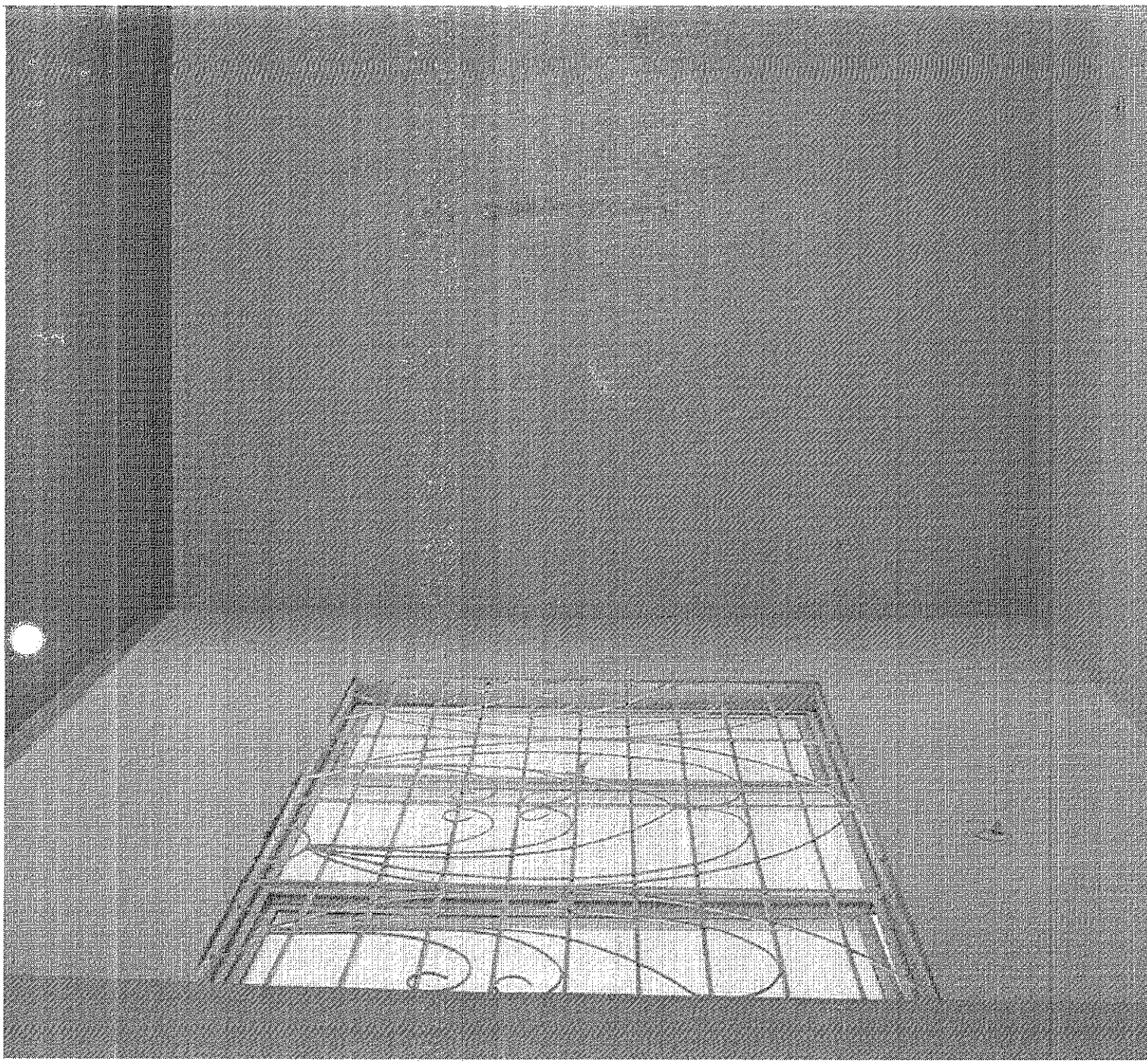
☎ : Off. 64570512
Cell : 94417 82451
92461 72988

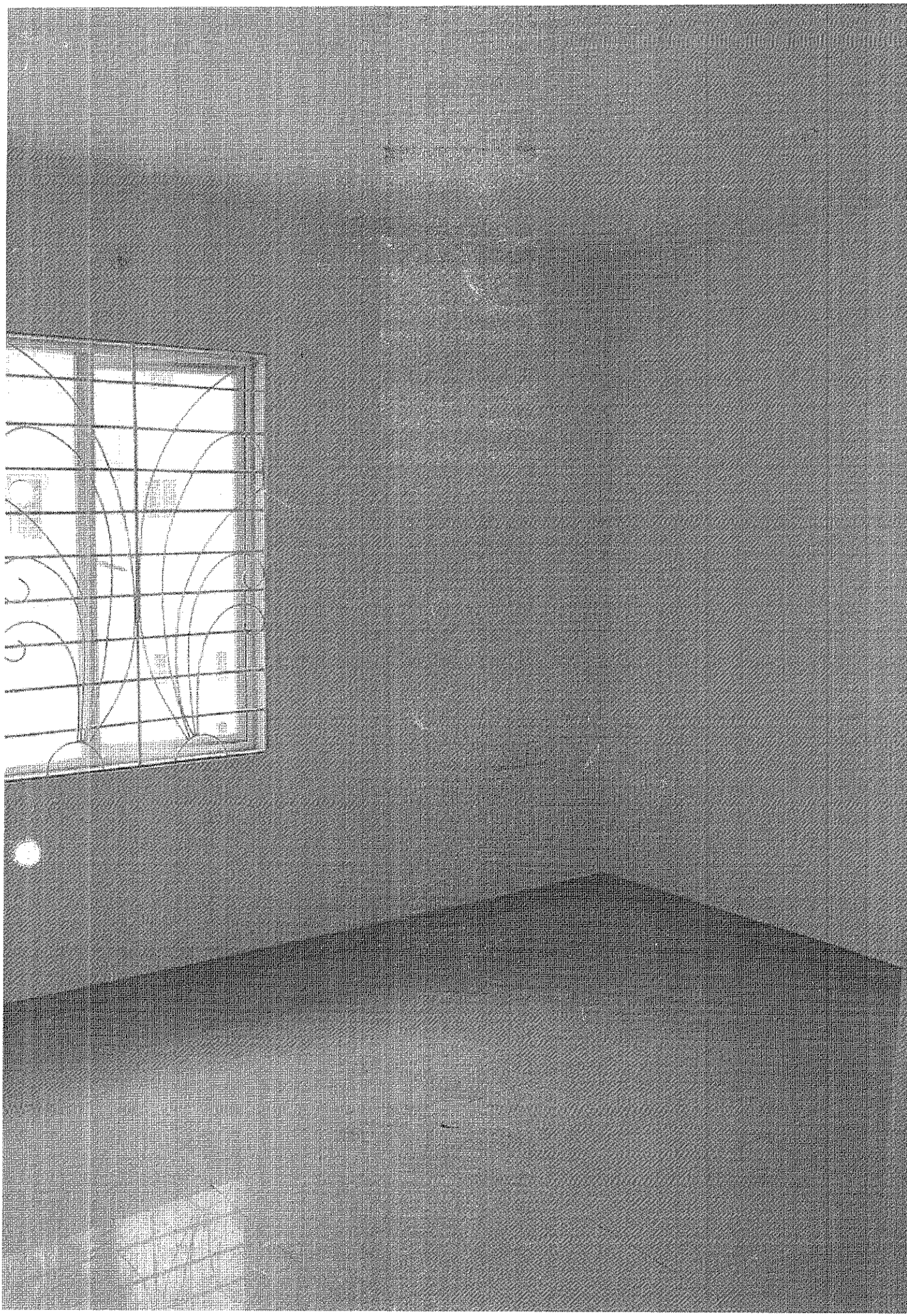
C. BALA GOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRAMOULI
ADVOCATES

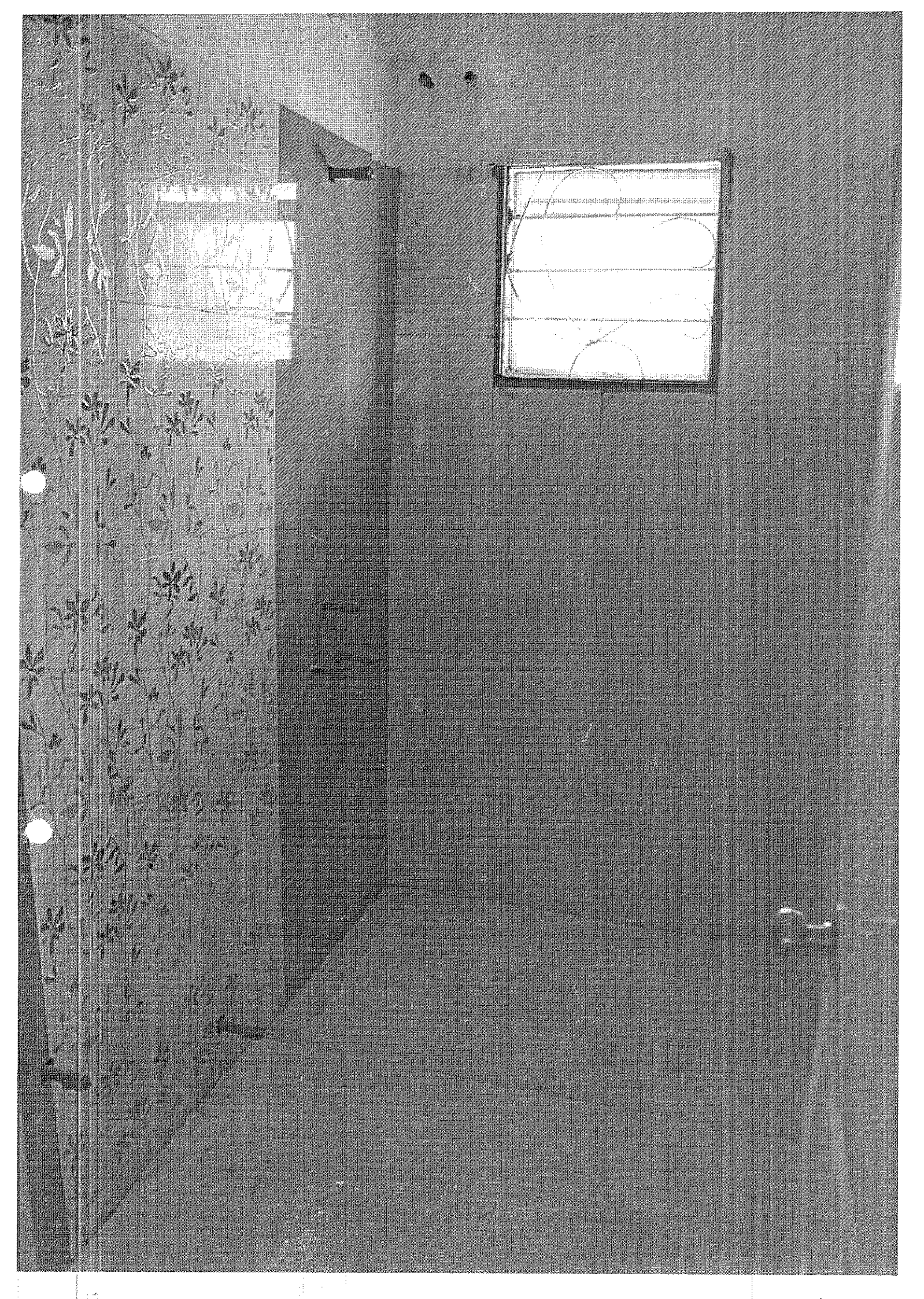
Flat No. 103, Suresh Harivillu Apts.
Road No. 11, West Marredpally
Secunderabad-500 026.

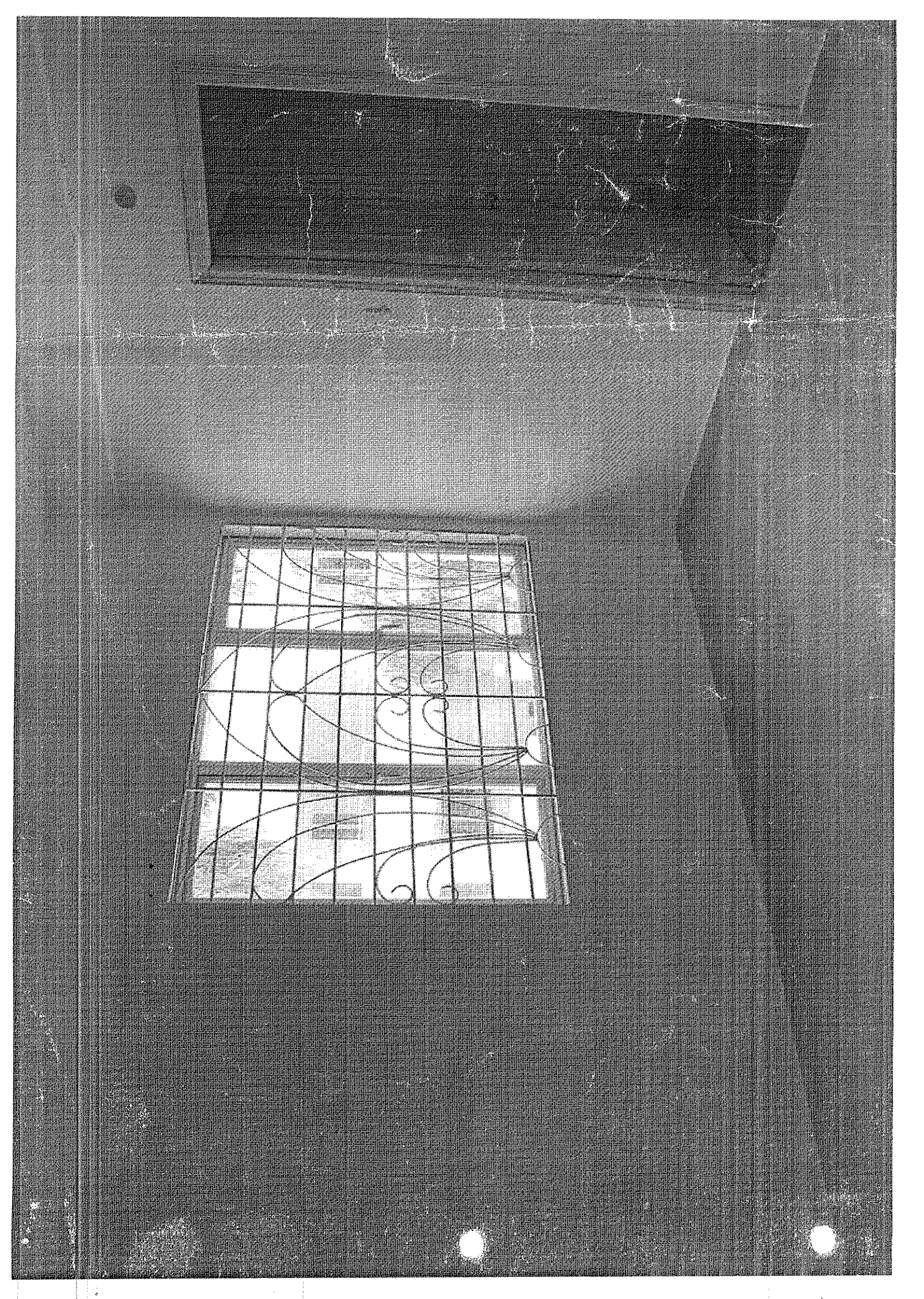












IN THE COURT OF THE HON'BLE XI ADDL. CHIEF METROPOLITAN MAGISTRATE AT SECUNDERABAD:

CC.NO. 788 OF 2014

Between:

M/s. Modi and Modi Constructions, a partnership firm having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad- 500 003 rep. by its Managing Partner Sri. Soham Modi, Authorized Signatory Mr. L. Ramacharyulu, S/o. L. Raghavenra Rao, Aged 52years R/o. Hyderabad

..... Complainant

And

Angadi Bhaskar, S/o. Angadi Ramappa, aged about 55 years, R/o.1-24-253, Plot No.32, Lothukunta, Alwal, Trimulgherry Post, Secunderabad – 500 015

... Accused

PETITION FILED UNDER SECTION 257 OLF CR.P.C

May it please your honour

The Complainant respectfully submit that the above case has been settled out of the court, therefore the Complainant prays that this Hon'ble Court may be pleased to permit the complainant to withdraw the above complaint hence, the same may be dismissed as not pressed.

For Modi & Modi Constructions

Partner

Hence this Memo.

COUNSEL FOR COMPLAINANT

COMPLAINANT

HYDERABAD
DATE: 06.08.2014.

IN THE COURT OF THE HON'BLE XI ADDL. CHIEF METROPOLITAN MAGISTRATE AT SUCUNDERABAD:

C.C NO. 788 OF 2014

Between:

M/s. Modi and Modi Constructions.

...Complainant

And

Ms. Angadi Bhaskar,

... Accused

PETITION FILED UNDER SECUION 257 OF CR.PC

Filed on: 06.08.2014.

FILED BY:

SRI.C.BALAGOPAL
ADVOCATE

103, Suresh Harivillu Apartments,
Road No.11, West Marredpally,
Secunderabad.
Ph: 64570512

COUNSEL FOR COMPLAINANT

IN THE COURT OF THE HON'BLE XI ADDL. CHIEF METROPOLITAN MAGISTRATE AT SECUNDERABAD:

CC.NO. 788 OF 2014

Between:

M/s. Modi and Modi Constructions, a partnership firm having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad- 500 003 rep. by its Managing Partner Sri. Soham Modi, Authorized Signatory Mr. L. Ramacharyulu, S/o. L. Raghavenra Rao, Aged 52years R/o. Hyderabad

..... Complainant

And

Angadi Bhaskar, S/o. Angadi Ramappa, aged about 55 years, R/o.1-24-253, Plot No.32, Lothukunta, Alwal, Trimulgherry Post, Secunderabad – 500 015

... Accused

PETITION FILED UNDER SECTION 257 OLF CR.P.C

May it please your honour

The Complainant respectfully submit that the above case has been settled out of the court, therefore the Complainant prays that this Hon'ble Court may be pleased to permit the complainant to withdraw the above complaint hence, the same may be dismissed as not pressed.

Hence this Memo.

COUNSEL FOR COMPLAINANT

COMPLAINANT

HYDERABAD
DATE: 06.08.2014.

IN THE COURT OF THE HON'BLE XI ADDL. CHIEF METROPOLITAN MAGISTRATE AT SUCUNDERABAD:

C.C NO. 788 OF 2014

Between:

M/s. Modi and Modi Constructions,

...Complainant

And

Ms. Angadi Bhaskar,

... Accused

PETITION FILED UNDER SECUION 257 OF CR.PC

Filed on: 06.08.2014.

FILED BY:

SRI.C.BALAGOPAL
ADVOCATE

103, Suresh Harivillu Apartments,
Road No.11, West Marredpally,
Secunderabad.
Ph: 64570512

COUNSEL FOR COMPLAINANT

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH AY 933059

S.No. 17559 Dt.30-10-2012 Rs.100/-
Sold to : Sri. Ramesh S/o Narsing Rao, R/o Hyd.
For Whom: Modi & Modi Construction, Hyd

K. GIRIBABU
LICENCED STAMP VENDOR
LIC.No. 16-02-30/1998
REN. No, 16-02-08/2010
Sub-Bapunagar, Amberpet, Hyd-13
CELL No. 9989259839

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 25th day of February 2013 at Secunderabad by and between:

M/S. MODI & MODI CONSTRUCTIONS a registered partnership firm having its office at, 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Managing Partner, Mr. Soham Modi, S/o. Sri Satish Modi, aged about 43 years, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

AND

Mr. Angadi Vijaya Lakshmi, wife of Mr. Angadi Bhaskar aged about 56 years, Mr. Angadi Mahesh Kumar, son of Mr. Angadi Bhaskar aged about 31 years, residing at H. No. 1-24-253/1, Plot No. 32, Sri Sai Nagar Colony, Lothkunta, Alwal, Tirmalgiri Post, Secunderabad - 500 015. , hereinafter referred to as the Vendee (which term shall mean and include his/her heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

For MODI & MODI CONSTRUCTIONS

Partner

E) The Vendor in the scheme of the development of Nilgiri Homes has planned that the prospective buyers shall eventually become the absolute owners of the identifiable land (i.e., plot of land) together with row houses / independent house constructed thereon. For this purpose the Vendor and the Vendee are required to enter into three separate agreements, one with respect to the sale of land, second with respect to development charges on land and the third with respect to the construction of the house. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project the Vendor may execute a Sale Deed in favour of the Vendee before commencing construction of the house.

F) The Vendee has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 46 and also about the capacity, competence and ability of the Vendor to construct the houses thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Nilgiri Homes.

G) The Vendee is desirous of purchasing a plot of land together with a house to be constructed thereon as detailed below in the project Nilgiri Homes and the Vendor is desirous of selling the same:

Plot No.	Extent of land	Type of Bungalow	Built-up Area	Portico Area	Terrace Area	Total Area
46	125 Sq. yds.	Deluxe	1461 sft	142 sft	56 sft	1659 sft

H) The Vendee has made a provisional booking vide booking form No. 1466 dated 20.02.2013 for the above referred house and has paid a booking amount of Rs. 25,000/- to the Vendor.

I) The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of this agreement of sale the Vendor agrees to transfer or caused to be transferred in favour of the Vendee and the Vendee hereby agrees to purchase from the Vendor plot of land admeasuring about 125 sq. yds. bearing plot no. 46 in NILGIRI HOMES situated at Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District together with a Row / Semi detached / Detached house to be constructed thereon as per the specifications and other terms and conditions contained herein and which is more-fully described in the schedule given under and in the plan annexed hereto (the said plot of land and the house to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 39,00,000/- (Rupees Thirty Nine Lakhs Only). The breakup of the total consideration is as under:

Sl. No.	Description	Amount
A.	Towards sale of land	Rs. 15,60,000/-
B.	Towards cost of construction, water & electricity connection and for other amenities.	Rs. 23,40,000/-
C.	Total sale consideration (A+B)	Rs. 39,00,000/-

For MODI & MODI CONSTRUCTIONS

Partner

Mahesh Kumar

8. That the Vendor covenants with the Vendee that the Scheduled Property is free from all encumbrances of any nature such as prior sales, exchanges, mortgages attachments etc. and they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for sale. The Vendor assures the Vendee that if there is any defect in the title to the Scheduled Property on account of which the Vendee has to incur damage/costs, the Vendor shall indemnify the Vendee fully and properly of such damage / costs.

9. That the Vendor will execute and register sale deed in favour of the Vendee only after receipt of the I, II and III installments aggregating to Rs. 31,75,000/-.

10. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration charges as required for execution of this agreement, sale deed, agreement for construction, agreement for development charges, etc. within a period of 90 days from this agreement. In case the Vendee fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.

11. It is hereby agreed and understood explicitly between the parties hereto the Vendee 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 construction of the house under this agreement, or the sale deed, or the agreement for development charges, and/or the agreement of construction.

12. That the possession of the plot of land shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall handover the possession of the plot of land back to the Vendor for the purposes of carrying out construction of the house thereon and for providing other amenities which are part and parcel of the Nilgiri Homes Project. The Vendor shall re-deliver the possession of the completed house together with the plot of land to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor.

13. That the Vendor agrees to deliver the Scheduled Property completed in all respects to the Vendee on or before 01.09.2013 with a further grace period of 6 months.

14. That the Vendee shall enter into a separate agreement with the Vendor for construction of the house as per the specifications and other terms and conditions agreed upon. The Vendee shall also enter into a separate agreement with the Vendor for payment of development charges on land.

15. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee, the Agreement for Construction and Agreement for Development charges entered into between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and / or inseparable. The Vendee therefore shall not be entitled to alienate in any manner the plot of land registered in his favour and / or enter into an Agreement for Construction in respect of the house with any other third parties. However, the Vendee with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Plot as a security for obtaining housing loan for the purposes of purchase and construction of the proposed house in the Scheduled Plot.

16. That the name of the project which is styled by the Vendor as 'NILGIRI HOMES' shall always be called as such and shall not be changed.

For MODI & MODI CONSTRUCTIONS

Partner

24. That the Vendee or any person through him shall keep and maintain the house in a decent and civilized manner. The Vendee shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Nilgiri Homes. To achieve this objective the Vendee, inter-alia shall not (a) throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the house for any illegal, immoral, commercial & business purposes. (c) Use the house in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Nilgiri Homes. (d) Store any explosives, combustible materials or any other materials prohibited under any law.

25. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement and also the Agreement for Construction unless otherwise specifically waived and /or differently agreed upon in writing.

26. That in case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.

27. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself' These expressions shall also be modified and read suitably wherever the Vendor is a Firm, Joint Stock Company or any Corporate Body.

28. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

For MODI [illegible] TIONS

Partner

SCHEDULED PROPERTY

a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 46 admeasuring about 125 sq. yds. forming part of Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District. marked in red in the plan annexed hereto (as Annexure I), bounded on:

North	Plot No. 47
South	Plot No. 45
East	30' wide road
West	Neighbour's land

AND

b) ALL THAT ROW HOUSE admeasuring 1659 sft. of built-up area to be constructed on the above said plot no. 46 as per the agreed specifications given in detail in Annexure II and as per the plan enclosed as Annexure III.

IN WITNESSES WHEREOF this Agreement of Sale is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

For MODI & MODI CONSTRUCTIONS

Partner

1.

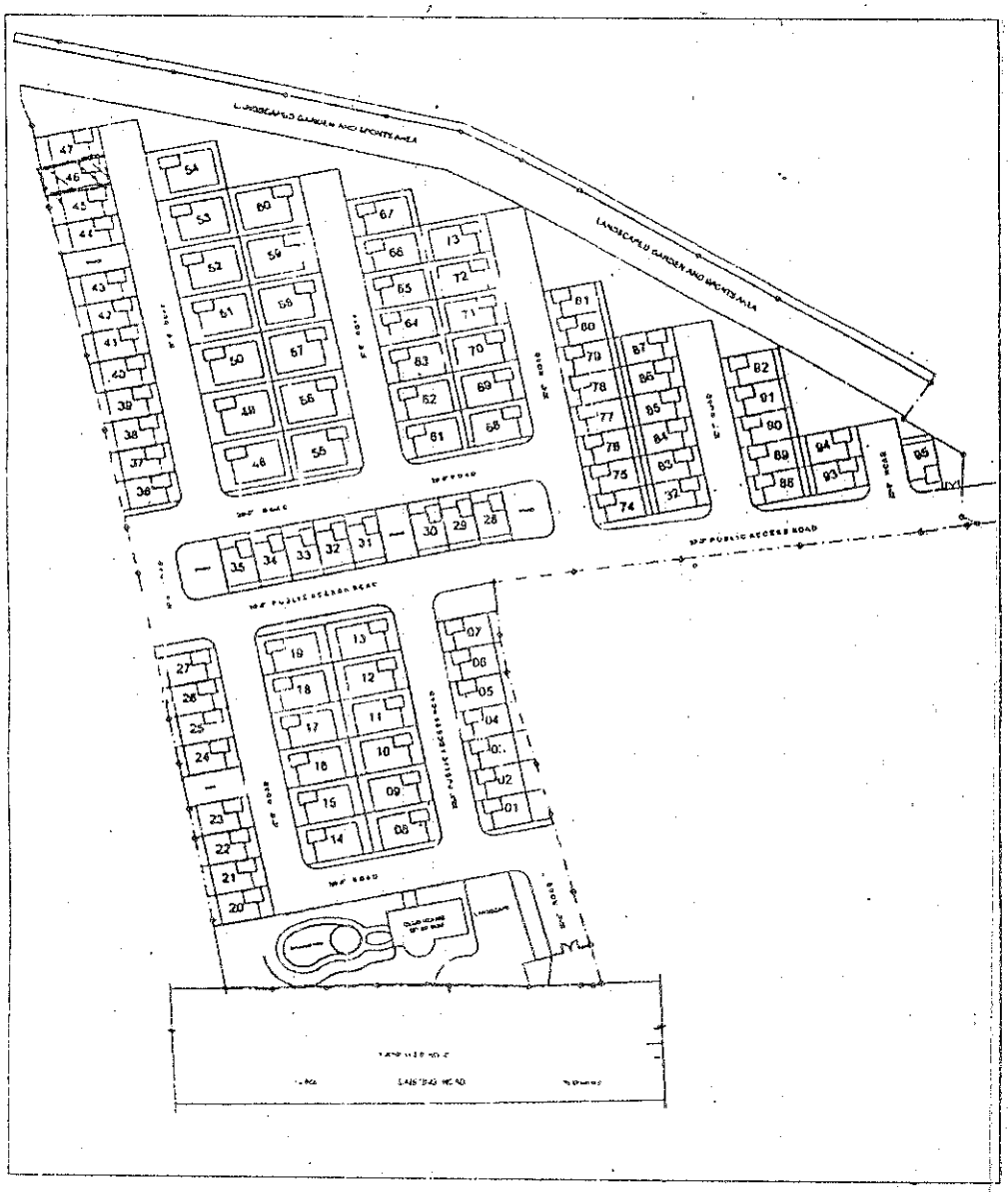
(Soham Modi)
VENDOR

2.

VENDEE
Mahesh Kumar A.V

ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 46 ADMEASURING ABOUT 125 SQ.YDS. (MARKED IN RED) IN NILGIRI HOMES, FORMING A PART OF SURVEY NO. SY. NO. 128, 129, 132-136 SITUATED AT RAMPALLY VILLAGE, KEESARA MANDAL, RANGA REDDY DISTRICT.



For MODI & [illegible]TIONS

Partner

(SOHAM MODI)
VENDOR

VENDEE

ANNEXURE – II

SPECIFICATIONS :

Item	Semi-Deluxe Villa	Deluxe Villa
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Flooring	Ceramic Tiles	Marble slabs in all rooms
Door frames	Sal wood	Teak wood
Doors	Main door -Panel and Other doors – Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC open-able / sliding windows with grills	Powder coated aluminum or UPVC open-able windows with grills
Sanitary	Raasi / Johnson Pedder or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn
Staircase railing	MS railing within MS banister	MS railing within wooden banister
Kitchen platform	Granite slab, 2 ft dado & SS sink	Granite slab, 2 ft dado & SS sink
Plumbing	GI & PVC pipes	GI & PVC pipes
Bathrooms	7' dado	7' dado with designer tiles
Water supply	24 hr water supply through community tank with 2,000 lts individual overhead tank in each villa. Separate drinking water connection in kitchen.	24 hr water supply through community tank with 2,000 lts individual overhead tank in each bungalow. Separate drinking water connection in kitchen.

Note:

1. Choice of 2 colours for interiors, 2 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Changes to external appearance and colors shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. Specifications / plans subject to change without prior notice.

For MODI-E[illegible] CONSTRUCTIONS

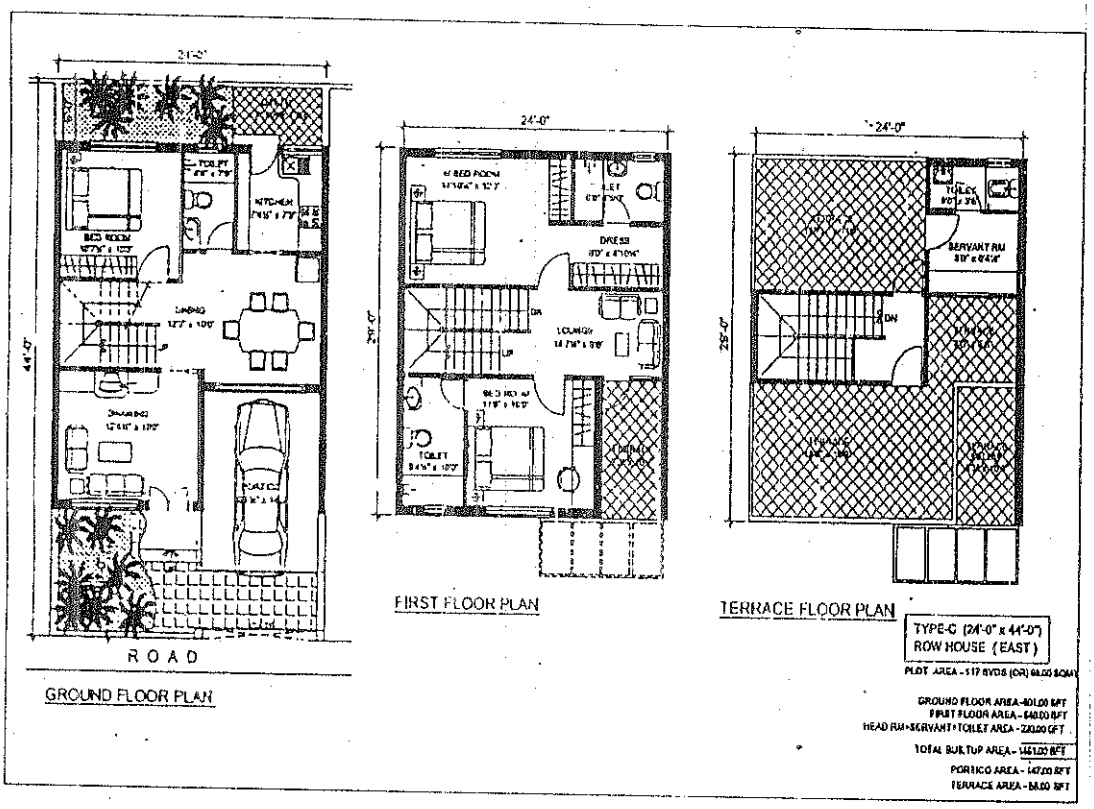
Partner

(SOHAM MODI)
VENDOR

VENDEE

ANNEXURE – III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 46 ADMEASURING 1659 SFT. OF BUILT-UP AREA.



(SOHAM MODI)
VENDOR

X
VENDEE
Mahesh Kumar AV

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH BA 175349

Sl.No. 5049, Dt. 19-07-2013, Rs.100/-

Sold to Mahender R/o Secbad

S/o.D/o.W/o. Mallesh

For Whom Modi & Modi Constructions, Secbad

I. SRINIVAS
Licensed Stamp Vendor, L.No.15-29-020/2012,
P.No.14, RTC Colony, Chengicherla (V),
Ghatkesar (M), R.R.Dist.-500039.
Ph.No.9849338280.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 16th day of November 2013 at S. R. O. Keesara, Ranga Reddy District by and between:

M/s. MODI & MODI CONSTRUCTIONS a registered partnership firm having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 43 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

AND

1. Mrs. Angadi Vijaya Lakshmi, Wife of Mr. Angadi Bhaskar, aged about 56 years, Occupation: Housewife.

2. Mr. Angadi Mahesh Kumar, Son of Mr. Angadi Bhaskar, aged about 31 years, Occupation: Service, residing at # H. No. 1-24-253/1, Plot No. 32, Sri Sai Nagar Colony, Lothkunta, Alwal, Tirmalgiri Post, Secunderabad - 500 015. , hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For MODI & MODI CONSTRUCTIONS

Partner

2 Mahesh Kumar

WHEREAS:

A) The Builder is the absolute owner and possessor of the land admeasuring about Ac. 6-28 Gts. forming part of Sy. Nos. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

Sl. No.	Sale Deed Doc. No.	Dated	Sy. No.	Extent of Land (in Acres)
1.	6095/2005	20.09.2005	134, 135 & 136	Ac. 2-08 Gt.
2.	7972/2004	10.08.2004	128, 129, 132, 133, 136	Ac. 2-10 Gt.
3.	8657/2004	21.09.2004	128, 129, 133, 136	Ac. 2-10 Gt.
			Total Extent of Land	**Ac. 6-28 Gts.**

All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, R.R. District and are executed by the following owners:

a. Shri M. Hanumath Rao, S/o. Late Shri Chinna Rama Chary
b. Shri M. Kashinatham, S/o. Late Shri Chinna Rama Chary
c. Shri M. Venunadham, S/o. Late Shri Chinna Rama Chary
d. Shri M. Srinivasa Chary, S/o. Late Shri Chinna Rama Chary
e. Shri M. Narayana, S/o. Late Shri Chinna Rama Chary
f. Shri M. Pranavanadham, S/o. Hanumath Rao
g. Shri M. Pravarakya, S/o. Shri Kashinatham

The above executants of the Sale Deeds are hereinafter collectively referred to as Former Owners.

B) The Former Owners are the sons and grand sons of Late Shri M. China Rama Chary the original pattedar of the land. By way of partition deed dated 05.09.2002 duly registered with S.R.O. Shamirpet, Ranga Reddy District vide document no. 4838/2002, the Former Owner at serial no. 'a to e' above became the owners of the Schedule Land. Former Owner at serial no. 'f' is the son of Former Owner at serial no. 'a'. Former Owner at serial no. 'g' is the son of Former Owner at serial no. 'b'. Vide proceeding of the Mandal Revenue Officer bearing no. B/1321/2004 dated 15.06.2004 the names of the former Owners at serial nos. a to e were mutated in the revenue records and patta passbooks/title books were issued to them. All the Former Owners have joined together for the execution of above referred sale deeds so as to assure and ensure a perfect legal marketable title free from any claims whatsoever in favour of the Builder herein.

C) The Builder is desirous of developing the Scheduled Land by constructing row / independent house thereon and have obtained a tentative layout from HUDA vide Permit No. 6092/MP2/Plg/HUDA/07 dated 16/11/2007. The proposed project of development is styled as 'NILGIRI HOMES'.

D) The Builder in the scheme of the development project have planned that the prospective buyers will eventually become the absolute owner of the identifiable land (i.e., plot of land) together with the independent house constructed thereon.

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Partner

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E) The Buyer has purchased plot of land bearing plot no. 46, admeasuring 125 sq. yds. under a Sale Deed dated 16.11.2013 registered as document no. / 2013 in the Office of the S.R.O. Keesara, Ranga Reddy District. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction and Agreement for Land Development Charges with the Builder for construction of a house on the plot of the land.

F) The Buyer has inspected all the documents of the title of the Builder in respect of the Scheduled Land and the plot of land bearing plot no. 46 and also about the capacity, competence and ability of the Builder to construct the house thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Nilgiri Homes.

G) The Buyer is desirous of having a house constructed for him by the Builder on plot of land bearing no. 46 as a part of the development project taken up by the Builder and the Builder is willing to undertake the said construction of the house.

H) The Buyer as stated above had already purchased the plot of land bearing no. 46 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 16.11.2013 referred herein above are and shall be interdependent agreements.

I) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the house and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

1. The Builder shall construct for the Buyer a deluxe bungalow admeasuring 1659 sq. sft. of built-up area on plot of land bearing plot no. 46 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for an amount of Rs. 23,40,000/- (Rupees Twenty Three Lakhs Forty Thousand Only).

2. The Buyer already paid an amount of Rs.10,35,000/-(Rupees Ten Lakhs Thirty Five Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.

3. The Buyer shall pay to the Builder the balance amount of Rs.13,05,000/- (Rupees Thirteen Lakhs and Five Thousand Only) in the following manner:

Installment	Amount	Due date for payment
I	Rs. 6,05,000/-	16.11.2013
II	Rs. 5,00,000/-	On completion of flooring, windows, bathroom tiles & 1st coat of paint.
III	Rs. 2,00,000/-	On Completion

For MODI & MODI CONSTRUCTIONS

Partner

2

4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.

5. In case the Scheduled House is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in above. The Buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Builder as to completion of the Scheduled House, notwithstanding the installments and due dates mentioned above.

6. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder 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 Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.

7. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 46 to the Builder for the purpose of construction of the house.

8. The Builder shall construct the house in accordance with the plans and designs and as per specifications annexed hereto as Annexure A & Annexure B respectively. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.

9. The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may be required by concerned government / quasi government departments for water & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.

10. The Builder shall complete the construction of the house and handover possession of the same on or before , with a further grace period of 6 months. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said house within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies or account of any other reasons which are beyond the control of the builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.

For MODI & MODI CONSTRUCTIONS

Partner

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11. The Builder upon completion of construction of the house shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the house provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.

12. The Buyer upon taking possession of the house shall own and possess the same absolutely and to the exclusion of the Builder and shall have no claims against the Builder on any account including any defect in the construction.

13. The Buyer upon receipt of the completion intimation from the Builder as provided above shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said house.

14. The Buyer shall not be allowed to alter any portion of the house that may change its external appearance without due authorization from the Builder and / or Association / Society In-charge of maintenance for an initial period ending upto 2020 and all the houses in the project of Nilgiri Homes shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.

15. The Builder shall deliver the possession of the completed house together with the redelivery of the plot of land to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.

16. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Nilgiri Homes project.

17. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the house nor shall the Buyer make any additions or alterations in the house without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Nilgiri Homes Project.

18. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Nilgiri Homes project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.

For MODI & MODI CONSTRUCTIONS

Partner

2. Mahesh

19. The Builder shall have the right to construct other houses and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Nilgiri Homes and the Buyer shall not make any objection or interruption nor make any claims to the proposed constructions etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, transformer room, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of Nilgiri Homes shall be enjoyed jointly in common by the occupants, owners or the buyers of the respective houses without any hindrance or objection of any kind whatsoever.

20. 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 construction of the house under this agreement, or the sale deed, and/or the agreement for Land development charges.

21. The Buyer shall also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the society / association.

22. That the Buyer shall become a member of the association / society which shall be formed to look after the maintenance of the Nilgiri Homes Project and shall abide by its rules. Until the society / association is formed the Buyer shall pay to the Builder such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Builder. If the Buyer ever fails to pay maintenance charges for his/her house, the association shall be entitled to disconnect and stop providing all or any services to the scheduled house including water, electricity, etc. The Buyer shall pay a sum of Rs. 40,000/- & 60,000/- for row houses & independent houses respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments

23. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.

24. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 10% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said house to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.

For MODI & MODI CONSTRUCTIONS

Partner

2.

25. The Buyer shall impose all the relevant conditions laid down in this agreement in respect of usage, maintenance, alterations, membership of the association / society etc. upon the transferee, tenant, occupier or user of the house. However, even if such conditions are not laid down expressively by the Buyer or if laid down are inconsistent with the conditions laid down under this agreement, such agreements made by the Buyer shall be subject to terms and conditions contained under this agreement and such inconsistent terms and conditions laid down by the Buyer shall be deemed to be void. Further, such transferee / tenant / occupier etc., shall be bound by the terms and conditions contained under this agreement.

26. That the Buyer or any person through him shall keep and maintain the house in a decent and civilized manner. The Buyer shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Nilgiri Homes. To achieve this objective the Buyer, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. no meant for the same. (b) Use the house for any illegal, immoral, commercial & business purposes. (c) Use the house in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Nilgiri Homes. (d) Store any explosives, combustible materials or any other materials prohibited under law.

27. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.

28. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.

29. Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Buyer shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Buyer is a Firm, Joint Stock Company or any Corporate Body.

30. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

For MODI & MODI CONSTRUCTIONS

Partner

2.

SCHEDULED PLOT

a) All that piece and parcel of land bearing Plot No. 46 admeasuring about 125 sq. yds. forming part of Sy. Nos. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District, marked in red in the plan annexed hereto and bounded on:

North	Plot No. 47
South	Plot No. 45
East	30' wide road
West	Neighbor's land

AND

b) All that deluxe bungalow admeasuring 1659 sft. of built-up area to be constructed on the above said plot no. 46 as per the agreed specifications given in detail in Annexure A and as per the plan enclosed as Annexure B.

IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

For MODI & MODI CONSTRUCTIONS

Partner

(Soham Modi)
BUILDER

WITNESS:

1.

2.

BUYER.

ANNEXURE – A

SPECIFICATIONS :

Item	Semi-Deluxe Villa	Deluxe Villa
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Flooring	Ceramic Tiles	Marble slabs in all rooms
Door frames	Sal wood	Teak wood
Doors	Main door -Panel and Other doors – Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC open-able / sliding windows with grills	Powder coated aluminum or UPVC open-able windows with grills
Sanitary	Raasi / Johnson Pedder or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn
Staircase railing	MS railing within MS banister	MS railing within wooden banister
Kitchen platform	Granite slab, 2 ft dado & SS sink	Granite slab, 2 ft dado & SS sink
Plumbing	GI & PVC pipes	GI & PVC pipes
Bathrooms	7' dado	7' dado with designer tiles
Water supply	24 hr water supply through community tank with 2,000 lts individual overhead tank in each villa. Separate drinking water connection in kitchen.	24 hr water supply through community tank with 2,000 lts individual overhead tank in each bungalow. Separate drinking water connection in kitchen.

Note:

1. Choice of 2 colours for interiors, 2 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Changes to external appearance and colors shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. Specifications / plans subject to change without prior notice.

For MODI & MODI CONSTRUCTIONS

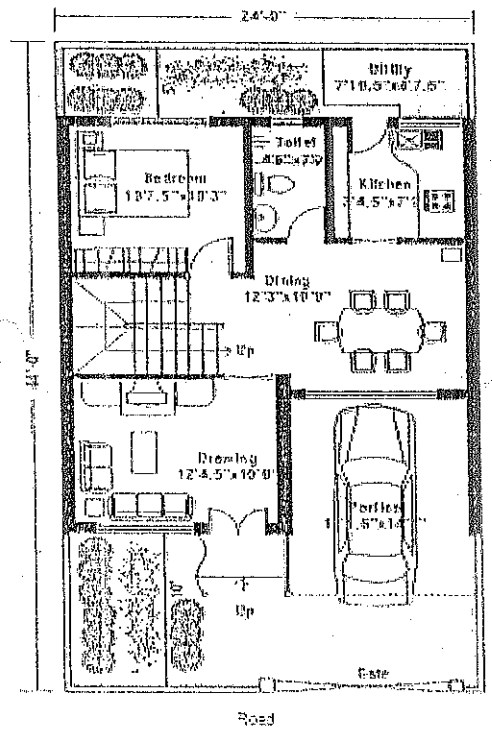
Partner

(SOHAM MODI)
BUILDER

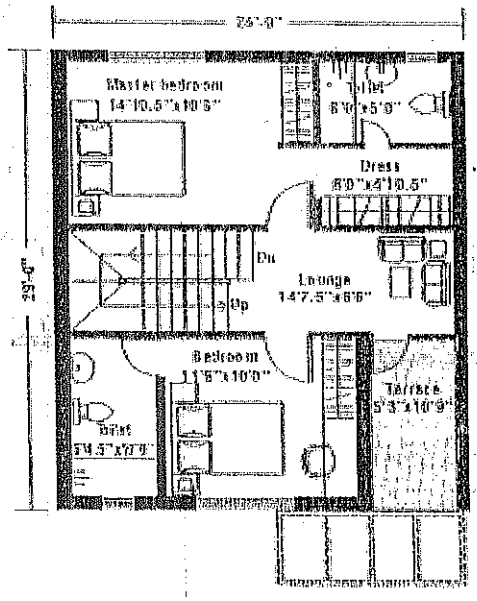
BUYER

ANNEXURE – B

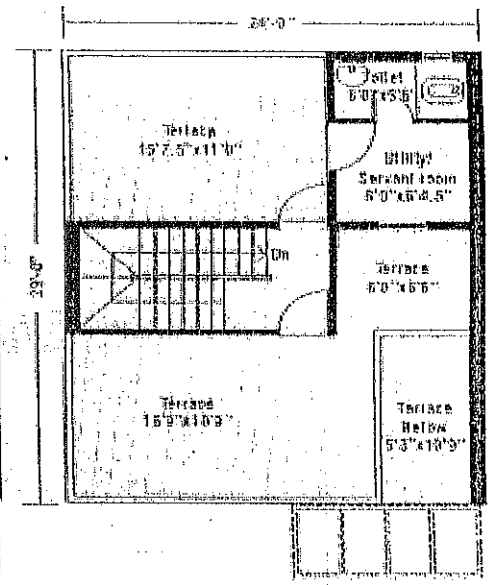
PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 46 ADMEASURING 1659 SFT. OF BUILT-UP AREA.



GROUND FLOOR PLAN



FIRST FLOOR PLAN



TERRACE FLOOR PLAN

GROUND FLOOR AREA	601.00 SFT
FIRST FLOOR AREA	640.00 SFT
HEAD RM–SERVANT–TOILET AREA	220.00 SFT

For MODI & MODI CONSTRUCTIONS

Partner

(SOHAM MODI)
BUILDER

BUYER

ORIGINAL

దస్తావేజులు మరియు రుసుముల రశీదు

నెం. 3922

శ్రీమతి / శ్రీ Mr. Soham Modi

ఈ దిగువ ఉదహరించిన దస్తావేజులు మరియు రుసుము పుచ్చుకోవడమైనది.

దస్తావేజు స్వభావము	Sale Deed				
దస్తావేజు విలువ	15,60,000/-				
స్టాంపు విలువ రూ.	100/-			Bungalow	
దస్తావేజు నెంబరు	8452/13			Rampally	
రిజిస్ట్రేషన్ రుసుము	7800/-				
లోటు స్టాంపు (D.S.D.)	85700/-				
GHMC (T.D.)	—				
యూజర్ ఛార్జీలు	100/-				
అదనపు షీట్లు					
5 x					
Manager's Cheque 6078/18-11					
మొత్తం	93,600/-				

(అక్షరాల By Manager's cheque

రూపాయలు మాత్రమే)

తేది 20/11/2013

వాపసు తేది

సబ్ రిజిస్ట్రారు

If Document is not claimed within 10 days from the date of Registration, safe custody fee of Rs. 50/- for every thirty days or part thereof, if in excess of 10 days subject to maximum of Rs. 500/- will be levied.

SCANNED

D. No. 8452/13

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

₹ 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

902

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH BA 175350

Sl.No. 5050, Dt. 19-07-2013, Rs.100/-

Sold to Mahender R/o Secbad

S/o.D/o.W/o: Mallesh

For Whom Modi & Modi Constructions, Secbad

I. SRINIVAS
Licensed Stamp Vendor, L.No.15-29-020/2012,
P.No.14, RTC Colony, Chengicherla (V),
Ghatkesar (M), R.R.Dist.-500039.
Ph.No.9849338280.

SALE DEED

This Sale Deed is made and executed on this the 16th day of November 2013 at S. R. O. Keesara, Ranga Reddy District by:

M/s. MODI & MODI CONSTRUCTIONS a registered partnership firm having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003., represented by its Managing Partner Mr. Soham Modi, Son of Sri Satish Modi, aged about 43 years, Occupation: Business, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

IN FAVOUR OF

1. Mrs. Angadi Vijaya Lakshmi, Wife of Mr. Angadi Bhaskar, aged about 56 years, Occupation: Housewife.

2. Mr. Angadi Mahesh Kumar, Son of Mr. Angadi Bhaskar, aged about 31 years, Occupation: Service, residing at # H. No. 1-24-253/1, Plot No. 32, Sri Sai Nagar Colony, Lothkunta, Alwal, Tirmalgiri Post, Secunderabad - 500 015., hereinafter referred to as the Vendee (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For MODI & MODI CONSTRUCTIONS

Book - 1 CS Number 8902 of 2013 of SRO, Keesara

Regular document number 8452 of year 2013

Sheet 1 of 11 Sheets

Signature of Joint SubRegistrar9
Keesara

Presentation Endorsement:

Presented in the Office of the Sub-Registrar, Keesara along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 7800/- paid between the hours of 2 and 3 on the 20th day of NOV, 2013 by Sri Sohan Modi

Execution admitted by (Details of all Executants/Claimants of Sec 32A):

Sl No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		[1530-1-2013-8902]ANG	ANGADI VIJAYA LAKSHMI (BUYER CUM REP TO VENDEE NO.2) R/O. H.NO 1-24-253/1 P.NO 32 SRI SAI NAGAR CLNY,, LOTHKUNTA, ALWAL, TIRMALGIRI POST, SEC-BAD 500 015.,	A. vijayalakshmi
2	EX		[1530-1-2013-8902]REF	REP BY GPA HOLDER K. PRABHAKAR REDDY R/O. 5-4-187/3, SOHAM MANSION,, M.G. ROAD, SECUNDERABAD.	

Identified By Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		[1530-1-2013-8902]	ANGADI BHASKAR R/O 1-24-253/1 P.NO 32 SRI SAI NAGAR CLNY ALWAL, LOTHUKUNTA, SEC-BAD.	
2		[1530-1-2013-8902]M	M. MAHENDER R/O 26-77 YADAV BASTI NEREDMET HYD-BAD	

20th day of November ,2013

Signature of Joint SubRegistrar9
Keesara

WHEREAS:

A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 6-28 Gts., forming part of Sy. Nos.128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

Sl. No.	Sale Deed Doc. No.	Dated	Sy. No.	Extent of Land (in Acres)
1.	6095/2005	20.09.2005	134, 135 & 136	Ac. 2-08 Gt.
2.	7972/2004	10.08.2004	128, 129, 132, 133,136	Ac. 2-10 Gt.
3.	8657/2004	21.09.2004	128, 129, 133, 136	Ac. 2-10 Gt.
			Total Extent of Land	**Ac. 6-28 Gts.**

All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, R.R. District and are executed by the following owners:

a. Shri M. Hanumath Rao, S/o. Late Shri Chinna Rama Chary
b. Shri M. Kashinatham, S/o. Late Shri Chinna Rama Chary
c. Shri M. Venunadham, S/o. Late Shri Chinna Rama Chary
d. Shri M. Srinivasa Chary, S/o. Late Shri Chinna Rama Chary
e. Shri M. Narayana, S/o. Late Shri Chinna Rama Chary
f. Shri M. Pranavanadham, S/o. Hanumath Rao
g. Shri M. Pravarakya, S/o. Shri Kashinatham

The above executants of the Sale Deeds are hereinafter collectively referred to as Former Owners.

B) The Former Owners are the sons and grand sons of Late Shri M. China Rama Chary the original pattedar of the land. By way of partition deed dated 05.09.2002 duly registered with S.R.O. Shamirpet, Ranga Reddy District vide document no. 4838/2002, the Former Owner at serial no. 'a to e' above became the owners of the Schedule Land. Former Owner at serial no. 'f' is the son of Former Owner at serial no. 'a'. Former Owner at serial no. 'g' is the son of Former Owner at serial no. 'b'. Vide proceeding of the Mandal Revenue Officer bearing no. B/1321/2004 dated 15.06.2004 the names of the former Owners at serial nos. a to e were mutated in the revenue records and patta passbooks/title books were issued to them. All the Former Owners have joined together for the execution of above referred sale deeds so as to assure and ensure a perfect legal marketable title free from any claims whatsoever in favour of the Vendor herein.

For MODI & MODI CONSTRUCTIONS

Partner

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Regular document number 8452 of year 2013

Signature of Joint Sub Registrar
Keesara

Sheet 2 of 11 Sheets

Endorsement:

Description of Fee/Duty	In the Form of					
	Stamp Papers	Challan u/s 41of I.s Act	Cash	Stamp Duty u/s 16 of I. act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	0		85700	85800
Transfer Duty	NA	0	0		0	0
Reg. Fee	NA	0	0		7800	7800
User Charges	NA	0	0		100	100
Total	100	0	0		93600	93700

Rs. 85700/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 7800/- towards Registration Fees on the chargeable value of Rs. 1560000/- was paid by the party through DD No ,6078 dated ,18-NOV-13 of ,HDFC BANK/SECUNDERABAD BRANCH

Date

20th day of November ,2013

Signature of Registering Officer
Keesara

OFFICE OF The Seal of Joint Subregistrar Office Keesara JOINT SUBREGISTRAR

8452 నెంబరుగా రిజిస్టరు చేయబడినది. స్కాన్ నెంబరు 1530 8452/2013
పంపడమైనది.
20 నవంబరు 20 న తేది.

సబ్-రిజిస్ట్రారు, కీసర

THE SEAL OF THE SUBREGISTRAR OF KEESARA

C) The Vendor is desirous of developing the Scheduled Land by constructing row / independent house thereon and have obtained a tentative layout from HUDA vide Permit No. 6092/MP2/Plg/HUDA/07 dated 16/11/2007.

D) The Vendee is desirous of purchasing a plot of land bearing no.46, admeasuring 125 sq. yds., along with semi-finished construction having a total area of 1659 sft., hereinafter referred to as the Scheduled Plot forming part of the Scheduled Land for a consideration of Rs.15,60,000/-(Rupees Fifteen Lakhs Sixty Thousand Only) and the Vendor is desirous of selling the same on the following terms and conditions:

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLOWS:

1. The Vendor do hereby convey, transfer and sell the Plot No. 46, admeasuring 125 sq. yds. along with semi-finished construction having a total area of 1659 sft., forming part of Sy. No. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District, which is herein after referred to as the Scheduled Plot and more particularly described in the schedule and the plan annexed to this Sale Deed in favour of the Vendee for a consideration of Rs.15,60,000/-(Rupees Fifteen Lakhs Sixty Thousand Only). The Vendor hereby admit and acknowledge the receipt of the said consideration in the following manner:

   i. Rs.12,48,000/-(Rupees Twelve Lakhs Forty Eight Thousand Only) paid by way of cheque no.043645, dated 08.11.2013, drawn on HDFC Bank, Lakdikapul Branch, Hyderabad issued by LIC Housing Finance Ltd.,

   ii. Rs.3,12,000/-(Rupees Three Lakhs Twelve Thousand Only) (Part Payment) paid by way of cheque no.024420, dated 26.06.2013, drawn on Axis Bank, Banjara Hills Branch, Hyderabad.

2. The Vendor hereby covenant that Scheduled Property is the absolute property belonging to it by virtue of various registered sale deeds referred to herein in the preamble of this Sale Deed and has absolute right, title or interest in respect of the Scheduled Property.

3. The Vendor further covenant that the Schedule Property is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby give warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Property it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Vendee being put to any loss on account of any claims on the Scheduled Property, the Vendors shall indemnify the Vendee fully for such losses.

4. The Vendor have this day delivered vacant peaceful possession of Scheduled Property to the Vendee.

For MODI & MODI CONSTRUCTIONS

Partner

Book - 1 CS Number 8902 of 2013 of SRO, Keesara

Regular document number 8452 of year 2013

Signature of Joint Sub Registrar
Keesara

Sheet 3 of 11 Sheets

5. The Vendor hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate Scheduled Property unto and in favour of the Vendee in the concerned departments.

6. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to Scheduled Property payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.

SCHEDULED PLOT

All that piece and parcel of bungalow on bearing plot No. 46, admeasuring about 125 sq. yds. along with semi-finished construction having a total area of 1659 sft., in the project known as "Nilgiri Homes", forming part of Sy. Nos.128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District, marked in red in the plan annexed hereto and bounded on:

North	Plot No. 47
South	Plot No. 45
East	30' wide road
West	Neighbor's land

IN WITNESSES WHEREOF this Sale Deed is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1. A. Bhadkar

2.

For MODI & MODI CONSTRUCTIONS

Partner

(Soham Modi)
VENDOR

1 A. Vijayalakshmi

VENDEE

2 Mahesh Kumar

Book - 1 CS Number 8902 of 2013 of SRO, Keesara

Regular document number 8452 of year 2013

Signature of Joint SubRegistrar9
Keesara

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ANNEXTURE-1-A

1. Description of the Building	:All that piece and parcel of bungalow along with semi-finished construction on Plot No. 46 in the project known as "NILGIRI HOMES" forming part of Sy. Nos. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District
(a) Nature of the roof	: R. C. C. (G+1)
(b) Type of Structure	: Framed Structure
2. Age of the Building	: Under Construction
3. Total Extent of Site	: 125 sq. yds.
4. **Built up area Particulars:**	
a) Portico & Terrance Area	: 198 sft
b) In the Ground Floor	: 601 sft
c) In the First Floor	: 640 sft
d) Head Room + Servant + Toilet Area	: 220 sft
Total Built up Area :	**1659 sft**
5. Annual Rental Value	:
6. Municipal Taxes per Annum	:
7. Executant's Estimate of the MV of the Building	: Rs. 15,60,000/-

For MODI & MODI CONSTRUCTIONS

Partner

Date: 16.11.2013

Signature of the Executants

CERTIFICATE

I do hereby declare that what is stated above is true to the best of my knowledge and belief.

For MODI & MODI CONSTRUCTIONS

Partner

Date: 16.11.2013

Signature of the Executants

1 A. Vijaya Lakshmi

2 Mahesh

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Regular document number 8452 of year 2013

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Signature of Joint SubRegistrar9 - Keesara

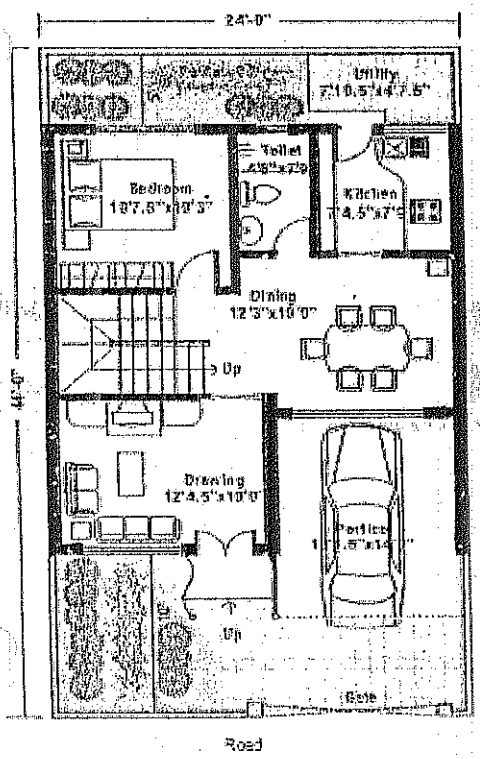
THE SEAL OF THE SUB REGISTRAR KEESARA

REGISTRATION PLAN SHOWING	BUNGALOW ON PLOT NO. 46, FORMING A PART	
IN SURVEY NO.	128, 129, 132, 133, 134, 135 & 136	**Situated at**
	RAMPALLY VILLAGE, KEESARA	**Mandal, R.R. Dist.**
BUILDER:	M/S. MODI & MODI CONSTRUCTIONS, REPRESENTED BY ITS PARTNER	
	MR. SOHAM MODI, SON OF SRI SATISH MODI	
BUYER:	1. MRS. ANGADI VIJAYA LAKSHMI, WIFE OF MR. ANGADI BHASKAR	
	2. MR. ANGADI MAHESH KUMAR, SON OF MR. ANGADI BHASKAR	

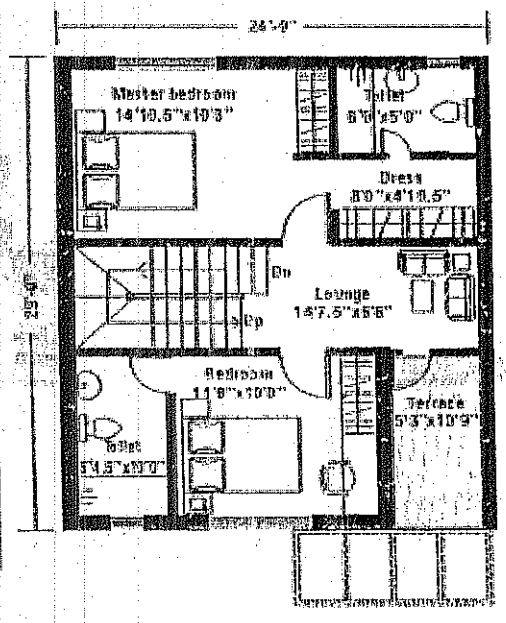
REFERENCE: SCALE: INCL: EXCL:
AREA: 125 SQ. YDS. SQ. MTRS.

Built up Area: 1659 Sft.,

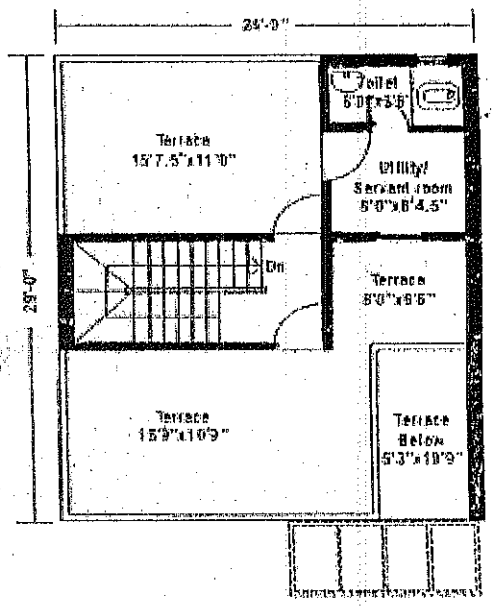
N



GROUND FLOOR PLAN



FIRST FLOOR PLAN



TERRACE FLOOR PLAN

GROUND FLOOR AREA	601.00 SFT
FIRST FLOOR AREA	640.00 SFT
HEAD RM+SERVANT+TOILET AREA	220.00 SFT
PORTICO & TERRACE AREA	198.00 SFT

For MODI & MODI CONSTRUCTIONS

Partner

WITNESSES:

1. A. Bhaskar
2.

SIG. OF THE VENDOR

A. Vijaya Lakshmi

SIG.OF THE BUYER

Book - 1 CS Number 8902 of 2013 of SRO, Keesara

Regular document number 8452 of year 2013

Signature of Joint SubRegistrar9
Keesara

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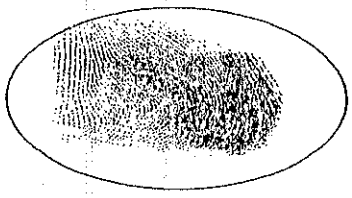
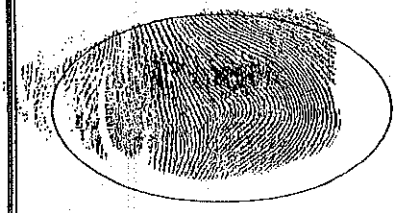
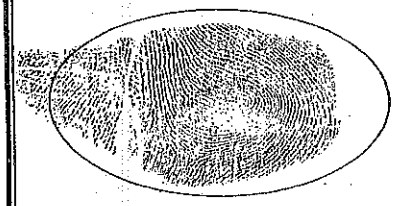
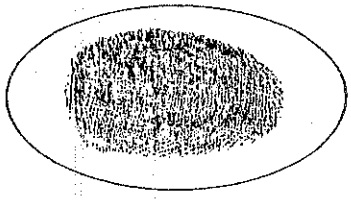
THE SEAL OF THE SUB REGISTRAR OF KEESARA

PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PHOTOGRAPH	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			**VENDOR:** M/S. MODI & MODI CONSTRUCTIONS HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REPRESENTED BY ITS PARTNER MR. SOHAM MODI S/O. MR. SATISH MODI
			**GPA FOR PRESENTING DOCUMENTS VIDE DOC.NO. 12/BK/IV/2008, Dt. 29.03.2008:** MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3&4 II FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD – 500 003.
			**BUYER CUM REPRESENTATIVE:** MRS. ANGADI VIJAYA LAKSHMI W/O. MR. ANGADI BHASKAR R/O. # H. NO. 1-24-253/1 PLOT NO. 32, SRI SAI NAGAR COLONY LOTHKUNTA, ALWAL TIRMALGIRI POST SECUNDERABAD - 500 015.
			**BUYER** MR. ANGADI MAHESH KUMAR S/O. MR. ANGADI BHASKAR R/O. # H. NO. 1-24-253/1 PLOT NO. 32, SRI SAI NAGAR COLONY LOTHKUNTA, ALWAL TIRMALGIRI POST SECUNDERABAD - 500 015.

SIGNATURE OF WITNESSES:

1. A. Bhaskar
2.

For MODI & MODI CONSTRUCTIONS

Partner

SIGNATURE OF EXECUTANTS

I stand here with my photograph(s) and finger prints in the form prescribed, through my representative, Mrs. Angadi Vijaya Lakshmi as we cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Keesara, Ranga Reddy District.

A. Vijaya Lakshmi

SIGNATURE OF THE REPRESENTATIVE

I A. Vijaya Lakshmi, x Mahesh Kumar

SIGNATURE(S) OF BUYER(S)

Book - 1 CS Number 8902 of 2013 of SRO, Keesara

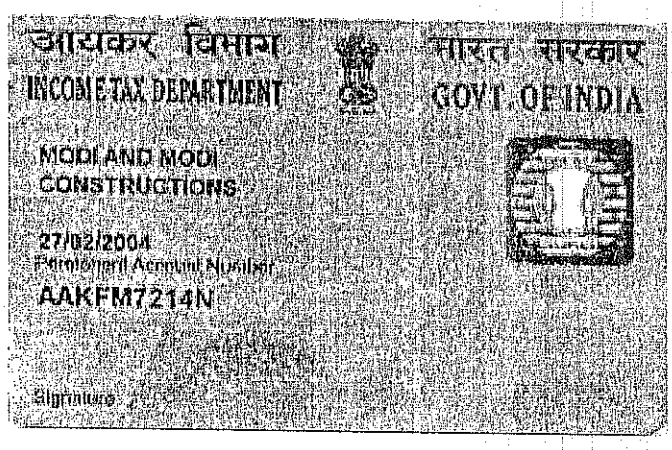
Regular document number 8452 of year 2013

Signature of Joint Sub Registrar9
Keesara

Sheet 7 of 11 Sheets

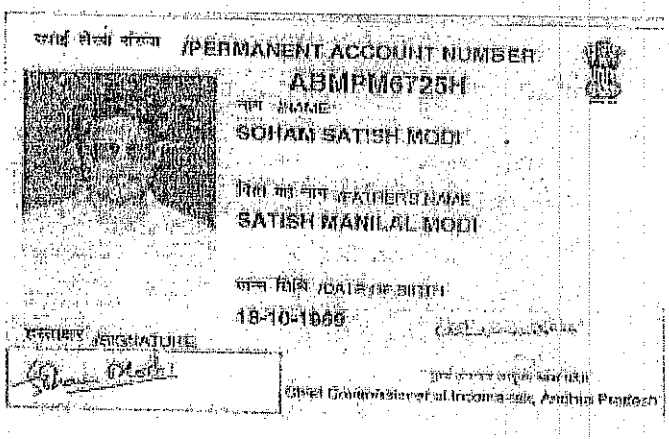
THE SUB REGISTRAR OF KEESARA

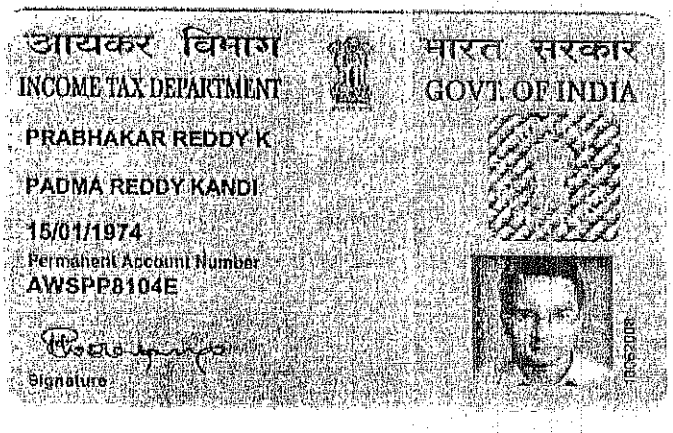
VENDOR:


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
MODI AND MODI CONSTRUCTIONS
27/02/2004
Permanent Account Number
AAKFM7214N
Signature

For MODI & MODI CONSTRUCTIONS

Partner


/PERMANENT ACCOUNT NUMBER
ABMPM6725H
NAME
SOHAM SATISH MODI
FATHER'S NAME
SATISH MANILAL MODI
DATE OF BIRTH
18-10-1988
SIGNATURE
Chief Commissioner of Income-tax, Andhra Pradesh


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
PRABHAKAR REDDY K
PADMA REDDY KANDI
15/01/1974
Permanent Account Number
AWSPP8104E
Signature

Book - 1 CS Number 8902 of 2013 of SRO, Keesara

Regular document number 8452 of year 2013

Signature of Joint Sub Registrar
Keesara

Sheet 8 of 11 Sheets

INDEX II
SRO
KEESARA

INCOME TAX DEPARTMENT

MAHESH KUMAR A V

B R A VARA

13/02/1981

Permanent Account Number

AHLPA9026A

SUMER

In case this card is lost / found, kindly inform / return to:
Protean eGov Tech PAN Services Unit, UTITSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यह कार्ड खो जाने या गुम होने पर कृपया सूचित करें/लौटाएं :
प्रोटीन ई-गव टेक पैन सेवा यूनिट, UTITSL
प्लॉट नं. 3, सेक्टर 11, सीबीडी बेलापुर,
नवी मुंबई - 400 614.

Book - 1 CS Number 8902 of 2013 of SRO, Keesara

Regular document number 8452 of year 2013

Sheet 9 of 11 Sheets

Signature of Joint Sub Registrar
Keesara

THE SEAL OF THE SUBREGISTRAR OF KEESARA

350

WITNESS

భారత ప్రభుత్వం

నమోదు సంఖ్య / Enrollment No. : 1111/15123/03394

To
Angadi Bhaskar
అంగడి భాస్కర్
S/O Late Angadi Sree Ramappa
1-24-253/1 PLOT NO 32
SRI SAI NAGAR COLONY
NEAR LAKSHMI KALA MANDIR
ALWAL LOTHUKUNTA
SECUNDERABAD
Hyderabad
Andhra Pradesh - 500015
9346352146

23/09/2011

UF270856413IN

27085641

మీ సంఖ్య / Your Aadhaar No. :

3962 7518 1641

సామాన్యుని హక్కు

భారత ప్రభుత్వం
GOVERNMENT OF INDIA

అంగడి భాస్కర్
Angadi Bhaskar

పుట్టిన సంవత్సరం/Year of Birth: 1948
పురుషుడు / Male

3962 7518 1641

సామాన్యుని హక్కు

A. Bhaskar

BUYER CUM REPRESENTATIVE

భారత ప్రభుత్వం
Government of India

నమోదు క్రమసంఖ్య/Enrolment No.: 1111/15123/03395

To: Angadi Vijaya Lakshmi
(అంగడి విజయ లక్ష్మి)
W/O ANGADI BHASKAR
1-24-253/1 PLOT NO 32
SRI SAI NAGAR COLONY
NEAR LAKSHMI KALA MANDIR
ALWAL LOTHUKUNTA
SECUNDERABAD
Hyderabad
Andhra Pradesh - 500015

Date: 24/08/2011

Ref. No : 00002403-00063177-00042490-

UA 04652923 6 IN

మీ సంఖ్య / Your No. :

9546 2111 7245

సామాన్యుని హక్కు

భారత ప్రభుత్వం
GOVERNMENT OF INDIA

అంగడి విజయ లక్ష్మి
Angadi Vijaya Lakshmi
పుట్టిన సంవత్సరం / Year of Birth : 1957
స్త్రీ / Female

9546 2111 7245

సామాన్యుని హక్కు

A. Vijaya Lakshmi

Book - 1 CS Number 8902 of 2013 of SRO, Keesara

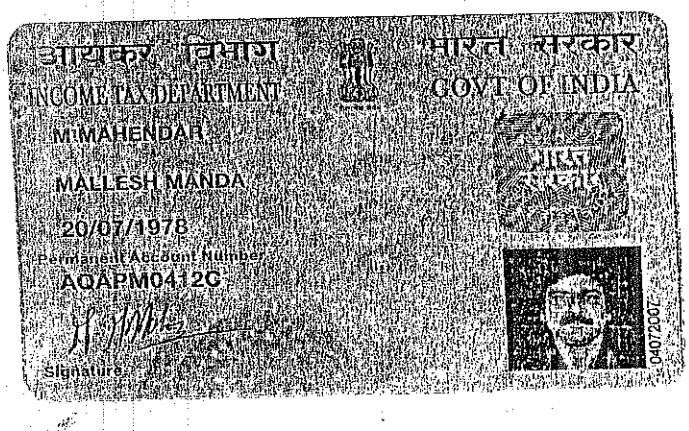
Regular document number 8452 of year 2013

Sheet 10 of 11 Sheets

Signature of Joint Sub Registrar
Keesara

SEAL OF THE SUBREGISTRAR OF KEESARA

W ITNESS


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT OF INDIA
M.MAHENDAR
MALLESH MANDA
20/07/1978
Permanent Account Number
AQAPM0412C
Signature
04/07/2007

Book - 1 CS Number 8902 of 2013 of SRO, Keesara

Regular document number 8452 of year 2013

Sheet 11 of 11 Sheets

Signature of Joint Sub Registrar9
Keesara

THE SEAL OF THE SUB REGISTRAR OF KEESARA

G.L.NARSIMHA RAO
Advocate

H.No.3-4-778, BARKATPURA,
HYDERABAD -500 027.
Cell:9848994240 .

BY REGD. POST WITH ACK. DUE
UNDER CERTIFICATE OF POSTING

To

Date: 21-04-2014

Sri C. Bala Gopal, (Advocate)
Door No.10-2-278, Flat No.103,
Suresh Harivillu Apartments,
Road No.11, West Marredpally,
Secunderabad – 500 026.
~~Advocate~~,

Ref: 1) My notice dated 12-03-2014.
2) Your reply dated 10-04-02014

***

With reference to your reply dated 10-04-2014, it is to inform you that plan option for 9 months is a fact one as per my client's letter dated 19th May 2013 and the same was acknowledged by your representative Mr. Venkat Reddy. It is clear evidence to support the clearance of payment in 9 months instead of 4 months as per agreement. In case of non-genuineness of the representation, your client should be condemned it and should be in written. But your client neither condemned the representation nor replied properly. Thus proves your client's officials tactfully managed my client in signing on the agreement mentioning 4 months of time period for payment of amounts, in the agreement. You have also agreed the clause No.13 of agreement and its genuineness. But raised about clause No.3 pertains to payment of balance dues and interest which are said to have been interlined. All these interlinked points are not having genuineness because of your client's officials tactfully committed my client to sign on the agreement which supports the clear evidence vide his representation dt. 19-05-2013. Further, still you have accepted that the construction is not yet completed 100% and final coat of paint and bathroom fittings works are pending. In fact, on my clients physical verification, 30 % of work is pending still today. Further, it is his bounded to duty to change minor construction work as per my client's will and wish. The same was incorporated by my client vide his representation addressed to your client dt. 19-05-2013.

Further, it is to inform you that because of your client's officials actions only, the sanction of LIC loan was once cancelled and again on the sincere attempts of my client, it was sanctioned again and released and paid immediately to your client. Thus the time gap 7 months was occurred. As such, there is no fault on my client side for payment of LIC loan. Further, you had stated that Rs.9.75 lakhs was paid by your client was a refund to my client's father to square off a loan as my client had taken from his father and the same is debited to my client's account. In this regard, it is to inform you that debiting Rs.9.75 lakhs directly to my client's account is illegal action and not belongs in anyway either to the said agreement or in any transactions done. Legally, an amount of Rs.3.30 lakhs is only due from my client after deducting the LIC loan of Rs.9.75 lakhs amount which is also kept ready for appearance of your client's officials.

Contd.2.

Without considering the above said facts, your client and his officials constantly harassing my client is true and correct. If the same is not correct, your client's representative should collect the balance amount only but not other interest amount which was illegally imposed upon my client even through there is no lapse on his part and handover the said villa to my client. But your client failed to do so and insisting for more amounts towards interest and unnecessary taxes etc., which is not correct and illegal as per law.

Further, you have stated that in Feb.2013 my client booked his villa whereas the same was in advance stage of construction is also not correct. If it was true, the construction has to be completed 100% even at this time.

However, as per my client's instructions, it is to inform you that my client is ready to pay balance amount of Rs.3.30 lakhs only which is alredy with the Financer i.e. LIC. If you are giving the occupation certificate the LIC will relase the funds straightaway to you after filed verification without any delay.

As such, you are requested to inform your client to advise and to give occupation certificate after completion of entire works as on today which is pending. Immediately on the same day, the Financier/LIC/ Martgager will come for field verification and they will release your balance amount Rs.3.30 lakhs towards full and final settlement as per agreement for possession of the villa. The payment schedule which was made by my client is furnishing below for your ready reference and clarity which will prove my client's bonafied. Otherwise, my client will proceed further as per law for his mental agony and damages for not handing over the building. You are only the responsible for costs and consequences thereon.

The outstanding amount is Rs.330000/- only and not Rs.2048497/- as stated. Furnished below are the payment details:-

a.	2nd Feb 2013 Booking amount	Rs.25000/-
b.	18th Feb 2013 payment amount	Rs.200000/-
c.	26th June 2013 payment amount	Rs.500000/-
d.	24th Sep 2013 payment amount	Rs.243750/-
e.	17th Oct 2013 payment amount	Rs.243750/-
f.	31st Oct 2013 Payment amount	Rs.243750/-
g.	18th Nov 2013 payment amount	Rs.243750/-
h.	27th Nov 2013 payment by the (LIC) financer	Rs.1248000/-
i.	27th Nov 2013 Payment by the (LIC) financer	Rs.622000/-
	Total payments	**Rs.3570000/-**
	Balance (Rs.3900000-3570000)	**Rs.330000/-**

The aforesaid outstanding amount could only be cleared by the financer only that to after physical handing over and clearance letter from the applicant.

G.L.NARSIMHARAO
Advocate

Copt to:
Modi & Modi Constructions Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,MG Road, Secunderabad-500003

C. BALAGOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C.V. CHANDRA MOULI
P. VIKRAM KUMAR
ADVOCATES

Door No. 10-2-278, Flat No. 103,
Suresh Harivillu Apartments,
Road No. 11, West Marredpally,
Secunderabad - 500 026.
Ph : 64570512,
Cell : 9441782451, 9246172988

To
G.L.Narasimha Rao,
Advocate
H.No.3-4-778, Barakathpura
HYDERABAD-500 027

Date: 10.04.2014

REPLY

This has reference to your notices dtd. 12.3.2014 addressed to our client M/s.Modi and Modi constructions represented by its partner Mr.Soham Modi. The notices have been placed in our hand with instructions to reply as below:

With regard to para No.1, it is true to the extent regarding the purchase of Villa at Rampally village, Keesara Mandal, for an amount of Rs.39 lakhs. The averment regarding the payment of the entire amount within nine months by your client and the alleged misrepresentation by our client's officials is vague and hence denied. Further it is true that our client has received an amount of Rs.25,95,000/- and also the execution of sale deed and construction agreement. It appears that your client has not properly instructed you regarding the agreement of construction because you are stressing on clause No.13 only which no doubt speaks about the completion of construction. The clause No.3 in the same agreement clearly speaks about the time frame for payment of balance dues and also clause No.4 regarding the interest on late payments, all the above three clauses are interlinked. It is not true to say that the construction is in a skeleton stage. Infact the construction is completed but for final coat of paint and bathroom fittings which is done just before the handing over the possession after settling all the dues by your client. It is not true to say that our client does not consider minor changes as per the requirement of a customer.

With regard to para No.2 the LIC loan was obtained only in November'2013 and the first tranche of housing loan was released on 27.11.2013 which was more than seven months behind schedule. The amount of 9.75 lakhs which was paid by our client was infact a refund to the customer's father to square off a loan your client had taken from his father. This amount is debited to your client's account.

With regard to para No.4 it is not true to say that our client is harassing your client for payment of huge amounts. It is not true to say that there is no progress in the venture even on 15.2.2014. There is no delay in the completion of the villa and as already mentioned that villa is is completed in all aspects but for certain minor works which can be done in a week's time after all the dues are cleared by your client.

Further our client has to receive an amount of Rs.20,48,497/- from your client towards full and final settlement towards the cost of the Villa (including Service Tax, Corpus Fund and interest upto 5th April'2014 etc/.,) purchased by your client. Your client is hereby directed to pay the amount and take possession of the Villa after completing all the necessary formalities.

Our client further instructs that in February'2013 when your client booked the villa it was in an advanced stage of construction. Our client was ready to complete the construction and handover the possession by May'2013 positively, provided your client is able to clear all the dues in FOUR installments. Your client was unable to keep up the payment schedule and was able to get the Housing Loan only in November'2013. Our client did not wait for the payments but was continuing the construction of the villa and now the villa is ready but for certain minor works has already mentioned above.

Kindly inform your client to settle all the dues and take possession of the villa and not to initiate unnecessary legal action, if he does so, our client will defend the same at the cost of your client.

(C.BALAGOPAL)
ADVOCATE

G.L.NARSIMHA RAO
Advocate

H.No.3-4-778, BARKATPURA,
HYDERABAD -500 027.
Cell:9848994240 .

BY REGD. POST WITH ACK. DUE
UNDER CERTIFICATE OF POSTING

To

Date: 21-04-2014

Sri C. Bala Gopal, (Advocate)
Door No.10-2-278, Flat No.103,
Suresh Harivillu Apartments,
Road No.11, West Marredpally,
Secunderabad – 500 026.
~~Advocate~~,

Ref: 1) My notice dated 12-03-2014.
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Contd.2.

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As such, you are requested to inform your client to advise and to give occupation certificate after completion of entire works as on today which is pending. Immediately on the same day, the Financier/LIC/ Martgager will come for field verification and they will release your balance amount Rs.3.30 lakhs towards full and final settlement as per agreement for possession of the villa. The payment schedule which was made by my client is furnishing below for your ready reference and clarity which will prove my client's bonafied. Otherwise, my client will proceed further as per law for his mental agony and damages for not handing over the building. You are only the responsible for costs and consequences thereon.

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f.	31st Oct 2013 Payment amount	Rs.243750/-
g.	18th Nov 2013 payment amount	Rs.243750/-
h.	27th Nov 2013 payment by the (LIC) financer	Rs.1248000/-
i.	27th Nov 2013 Payment by the (LIC) financer	Rs.622000/-
	Total payments	**Rs.3570000/-**
	Balance (Rs.3900000-3570000)	**Rs.330000/-**

The aforesaid outstanding amount could only be cleared by the financer only that to after physical handing over and clearance letter from the applicant.

G.L.NARSIMHARAO
Advocate

Copt to:
Modi & Modi Constructions Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,MG Road, Secunderabad-500003

BEFORE THE DISTRICT CONSUMER FORUM, RANGA REDDY (DISTRICT COURT COMPOUND, N.T.R. NAGAR, HYDERABAD.).

CC 137/2014

BETWEEN:-

Mrs. Angadi Vijaya Laxmi & Another .....Complainants

VS

Modi & Modi Constructions,
Rep. by its Partner Soham Modi .....Opposite Party

NOTICE

Whereas the above named Complainant filed a complaint against you U/s 12 of Consumer Protection Act, 1986. Hence, you are here by directed to appear before this Forum on **09.07.2014** at 10.30. a.m., either in person or through an Advocate, and file your written version if any, with in prescribed time of 35 days from the date of receipt of this order, failing which complaint will be determined in accordance with law .

// BY ORDER //

9/6/2014

SHERISTADAR
District Forum Ranga Reddy

Encl: Copy of Complaint

To:

Modi & Modi Constructions,
Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
M.G.Road, Secunderabad – 500 003.

Dis. No. 583 dt. 20-6-14

Of copy

BEFORE THE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM
R.R. DISTRICT, AT L.B.NAGAR

C.C.No. 137 OF 2014

BETWEEN:

1) Mrs. Angadi Vijaya Laxmi, W/o Bhaskar,
Age 56 years, Occ:House Wife.

2) Angadi Mahesh Kumar, S/o Bhaskar, Age:33 years,
Both are R/c 1-24-253/1, Flat No.32, Sri Sainagar,
Lotugunta, Alwal, Secunderabad-500015.

..Complainants

AND

Modi & Modi Constructions,
Rep. by its Partner Scham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
MG Road, Secunderabad-500003

...Opposite Party

COMPLAINT FILED U/S.12 OF CONSUMER PROTECTION ACT, 1986

1. DESCRIPTION OF COMPLAINANT:

The description and the address of Complainants are as shown in the Cause Title above. The address of the Complainants for the purpose of service of all notices, summons, process is that of her Counsel M/s G.L.Narasimha Rao, Advocate, B.002, Prasad Enclave, Barkatpura, Hyderabad.

2. DESCRIPTION OF THE OPPOSITE PARTY:

The description and address of the Opposite Party for the purpose of service of all notices, summons, and processes is as shown in the Cause Title above.

3. The Complainants submit that the opposite party herein is Builder and Developer who used to purchasing the land and constructing the buildings/houses/villas/apartments and they have developed villas at Sy.No.128, 129, 132-136, situated at Rampally revenue village, Keesara Mandal, R.R. District under the name & style 'Nilgiri Homes'.

4. It is submitted that after knowing the same through publicity made by the opposite party, the complainants and the husband of 1st complainant and father of 2nd complainant by name A. Bhaskar herein went to the site and chosen to purchase independent Villa No.46 which was Skelton condition (only RCC ceiling was completed).

31/5/14

5. It is submitted that with the conversation by the complainants along with A.Bhaskar and opposite party herein agreed to purchase the above said villa No.46 and the opposite party agreed to sell the same after completing the entire construction and hand over the same to the complainants and the span of payment of Rs.39,00,000/- lakhs has been fixed for a period of 9 months time. The same was accepted by the complainants and Rs.25,000/- has been paid by the complainants to the opposite party on 2nd Feb.2013 as booking advance by way of cheque No.315818 dated 20-02-2013 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2). The above amounts fixed and span of time is occurred as on oral agreement. Except the receipt as well as booking, there is no any written agreement took place on that day.

6. It is submitted by the complainants and the complainants has been paid Rs.2,00,000/- on 16-02-2013 as 1st installment vide cheque No.315822 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2) and Rs.5,00,000/- on 26-02-2013 as 2nd installment vide cheque No.024420 belongs to Mahesh Kumar. As such, the complainants paid Rs.7,25,000/- and on 25-02-2014 the opposite party called the complainants and entered agreement for fulfillment of written formalities between both parties. The opposite party represented by one Mr. Krishna Prasad on behalf of opposite party in hurried manner he was not shown the span of time by misleading the complainants the opposite party obtained the signature of the complainants on the agreement and pressurized for the bulky amounts of Rs.14,75,000/- at a time of in terms of shorter duration agreement. Immediately, after knowing the same, the complainants through their family elder A. Bhaskar, submitted a representation on 09-05-2014 with a proposal payment schedule in terms of 9 months opted plan and the same was received by the opposite party (represented Mr.Venkat Reddy and acknowledged the same). But there is no any replied received by the complainants and the complainants visited the office of the opposite party in the last week of May,2013 for their reply / answer either to execute their acceptance or to return back the amount of Rs.7,25,000/-already paid by the complainants. But there is no any response from the side of opposite party. That means it is deemed to admitted and accepted the span of 9 months time by the opposite party.

7. It is submitted that as the complainants applied for a housing loan and the LIC Housing Loan Financial Institution accorded Rs.22,00,000/- as Housing loan and the complainants have to be paid & fulfill the balance amount Rs.17,00,000/- as margin money for getting loan sanction. Therefore, there has

A. Vijayalakshmi

been a shortfall of Rs.9,75,000/-. (Rs.17,00,000/- - 7,25,000/- = 9.75,000/-). For the short fall of the above said amount, the opposite party came forward to finance as hand loan with a view to honour their short term duration agreement as per terms and conditions therein as the head of the family of the complainants represented his grievance through the letter dated 09-05-2013 as stated supra. Accordingly, the complainants applied in writing as formality of the opposite party in support of un-dated cheque for Rs.9.75 lakhs as desired on 20-08-2013.

8. It is humbly submitted that the opposite party came forwarded to assist financial assistance because of their business promotion and reduced the 9 months span period to 4 months time, instead of paying entire short fall amount of Rs.9,75,000/-. The opposite party intentionally paid Rs.2,43,750/- as installments in a rotation manner duly obtained pre-undated cheques from the complaints' father and the complainant No.2. The details and modus operandi of the opposite party rotation is as below.

Amount	Date of credit to A.Bhaskar's account by M/s Modi	Date of debit from Bhaskar account to AV Mahesh Kumar A/C	Date of Credit to AV Mahesh Kumar A/C from A Bhaskar	Date of debit to M/s Modi account from Mahesh Kumar A/C
243750	7-Sep-13	21-Sep-13	21-Sep-13	24-Sep-13
243750	28-Sep-13	10-Oct-13	10-Oct-13	17-Oct-13
243750	21-Oct-13	25-Oct-13	25-Oct-13	31-Oct-13
243750	08-Nov-13	13-Nov-13	13-Nov-13	18-Nov-13
975000				

9. It is humbly submitted that from the above statement, it may be seen that the opposite party has paid an amount of Rs.9,75,000/- to the complainants in four (4) installments by means of rotating Rs.2,43,750/- in 4 transactions in the span of 6 months (from May 2013 to Nov.2013) thus resulted expiry of Housing loan validity and one cheque bounce issue. The same as stated above discloses the attitude of the opposite party in providing financial assistance. He was made Rs.2,43,750/- as Rs.9.75,000/- as such the opposite party was intentionally delayed 6 months. It is only made by them for not dropping the sale proposals by the complainants. But not else.

10. It is submitted that had the opposite party not encouraged for fulfillment of shortfall amount of Rs.9,75,000/- and sticked on to complainants proposal payment schedule of 9th May 2013, the said problem might not be arose and the complainants made their efforts for their own. But the opposite party neither

disposed the application dated 09-05-2013 not he responded financial assistance with bonafied stipulated time.

11. It is submitted that on 20th November 2013 immediately after completion fulfillment of margin money as per above rotation manner, the opposite party forcedly and registered the villa on the complainants name though the villa was not made ready to occupy and it was in Skelton condition and got released the below mentioned amounts directly from the Housing loan financier without any intimation to the complainants.

1.	27th Nov. 2013	Rs.12,48,000/-
2.	27th Nov.2013	Rs. 6,22,000/-
3.	Total	Rs.18,70,000/- (Rupees eitnteen lakhs seventy

thousands only) got released from the financier (i.e. LIC Housing) without any intimation to the complainants. And remaining Rs.3,30,000/- retained with the financier awaiting the occupation letter from the opposite party to release those amounts.

12. It is submitted that even after 09-05-2013 correspondence was made by the complainants to the opposite party through e-mails right from December 2013 to till 09-02-2014, the opposite party did not respond properly and intimated as the complainants have due Rs.14,20,690/- duly adding the service tax Rs.1,15,690/- without producing any receipt. And further he mentioned that interest on delayed payments was not reflected in the statement as well as charges of extra specifications not included in the above statement. The said cryptic reply of the opposite party was shocked to the complainants. In fact, the complainants are dues only Rs.3,30,000/- which was retained with financier (LIC Housing) awaiting the letter of opposite party. In the case Rs.9,75,000/- which was not reimbursed by the father / husband of the complainants which is amounts kept in his bank awaiting for relaxation of said interest on delayed payments ready to pay and kept in the bank i.e. A.P. Vardhaman Mahila Cooperated Urban Bank Limited, Lothugunta Branch, vide A/c No.2291 since 16th Feb.2014. But so far, the opposite party not comforward to finalise by relaxing the imposition of interest amount and producing the service tax payment receipts to attend by the complainants.

13. It is humbly submitted by the complainants the tactics played by the opposite party for only the drag on the matter to avoid the physical possession of the Villa No.46 to the complainants as as on today the villa was not completed by the opposite party with one pretext or other. In fact, it has to be completed

A. Vijaya Lakshmi

by October 2013 and did not complete even today itself. And it leads the mental agony to the complainants even after paying the entire amounts and the complainants attending the installments to the financier since December 2013 but so far the opposite party not handed over the villa No.46 in Nilgiri Homes, by completing the same and handed over to the complainants along with Occupation letter. For that the complainants are entitled to a tune of Rs.25,000/- p.m. i.e. from October 2013 to handing over the possession of villa No.46 to the complainants and Rs.5,00,000/- as a mental agony caused by the opposite party for the harassment by way of sending notices for undue interest and delay in not handing over the said villa.

14. It is submitted that the complainants issued a statutory notice to the opposite party on 12-03-2014 for handing over the villa No.46. Otherwise, demanding damages and mental agony and the opposite party replied on 10-04-2014 with false allegations. Again the complainants issued another notice on 21-04-2014 for that there is no further reply from the opposite party.

Hence, this Complainant.

14. The cause of action arose on 20-02-2013, 16-02-2013 and 26-02-2013 (but wrongly mentioned as 26-06-2013) when the Complainant approached to Opposite Party for purchase the Villa No.46 and paid amount on Rs.7,25,000/- later on 27-11-2013 for Rs.18,70,000/- paid by the financier and remaining Rs.9,75,000/- paid by the complainants, on 24-09-2013 to 18-11-2013 and remaining amounts Rs.3,30,000/- retained with the financier (LIC Housing) awaiting for occupation letter by the opposite party. And the cause of action is still continuing. The opposite party send a notice to the father of complainant by depositing the cheque which was kept for security and without intimation and issued 138 N.I. Act Notice for harassing and complainants and family members even though there is elobarate correspondence by the complainants to the Opposite party to clear the payments. But there is no any positive respondent for amicable receiving the payments and handing over the villa to the complainants and issued notice on 12-03-2014 and on 21-04-2014. Hence the Complaint is filed within time.

15. The Complainant though residing at H.No.1-24-253/1, Srisainagar Colony, Lothugunta, Alwal, R.R. District and the property which involved in the present complaint situated in Rampally village of Keesara Mandal, R.R. District is within the territorial Jurisdiction of this Hon'ble Forum to entertain this Complaint.

16. The Complainant submits that the Complaint is filed within the stipulated period of two years limitation from the date of cause of action, which is still continuing.

It is, therefore, prayed that this Hon'ble Forum may be pleased to direct the Opposite Parties:

To direct the Opposite Party:

(a) to handed over the villa No.46 situated in Sy.No.128,129,130 to 136, Rampally village, Keesara mandal, R.R. District with immediate effect after completion of entire works along with occupation certificate.

(b) to direct the Opposite Party to pay a sum of Rs.25,000/- (RupeesTwenty Five thousands only) p.m. towards damages since October 2013 and

(c) to direct the Opposite Party to pay Rs.5,00,000/- for each complainant for creating mental agony and harassment caused by the opposite party even after receiving huge amounts.

(c) to award costs of this Complaint, and

(c) to pass such other relief or reliefs as this Hon'ble Forum deems fit and proper in the interest of justice.

Date: 26-05-2014
L.B.NAGAR

A. Vijaya Lakshmi 2. Mahesh Kumar
Complainants

VERIFICATION

I, Mrs. Angadi Vijaya Laxmi, W/o Bhaskar and A. Mahesh Kumar, S/o Bhaskar, do hereby declare that the facts stated supra are true to the best of my knowledge, information and belief. Hence verified on 26-05-2014 at L.B.NAGAR.

A. Vijaya Lakshmi

Date: 26-05-2014
L.B.NAGAR

Complainant

Sir, for your Affidavit & necessary approval.

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT : L B NAGAR

C.C. No: 137 OF 2014

Between:

Smt. A. Vijaya Lakshmi & another ... Complaints

And

Modi & Modi Constructions, ... Opposite Party

CHIEF AFFIDAVIT OF OPPOSITE PARTY

I, Soham Modi S/o. Sri Satish Modi aged 44 years r/o. M.G. Road, Secunderabad, do here by solomnly affirm and state on oath as follows:

I am the partner of the Opposite paty firm and as such well aware of the facts deposed hereunder.

I submit that the complainants went to the site and chose to purcahse Villa No. 46 which was in the initial stage of construction at that point of time.

I submit that we agreed to sell Villa No.46 after completing the construction and hand over the same to the complainants on receipt of complete sale consideration of Rs.39 lakhs as per the schedule mentioned in clause 3 of the agreement of sale. The complainants paid a booking advance of Rs.25, 000/- on 2nd February' 2013 by way of Cheque dtd. 20th February'2013. It is not true that the total amount payable and also the time frame for delivery was agreed upon orally between the complainant and the opposite party. It is pertinenet to mention here that the Opposite Party does not have practice of agreeing or finalising monetory transactions orally. The Opposite party and the complainant No.2 had entered in to an agreement of sale on 25th February'2013, ie. Within five days of receipt of the booking advance. All the terms and conditions incluidng payments to be made by the complainants are clearely enumarated in the said agreement of sale.

I submit that the complainants paid an amount of Rs.2 lakhs on 16th February' 2013 as 1st installment through a cheque but it is not true to say that Rs.5 lakhs was paid on 26th February'2013. In fact the above Rs.5 lakhs was paid on 26th June'2013. It is not true to say that the complainants have paid Rs.7,25,000/- as on the date of the agreement of sale ie., 25.2.2013 but wrongly mentioned as 25.2.2014 in the complaint. It is true that Mr. Krishna Prasad, Manager- Customer Relations was coordinating with the complainants but it is not true to say that the complainants were mislead by him and obtained signature of the complainants. The agreement was signed only by complainant No.2 and not both the complainants. The payment schedule was already agreed upon at the time of booking and the same has been mentioned at clause No.3 of the agreement. The complainant No.2 who has signed the agreement has been briefed about the payment scheule and moreover the copy of the agreement of sale is with the complainant. It is not true to say that the complainants were pressuried for the bulky amounts of Rs.14, 75,000/- it was only as per the agreement. It is true that a proposal on 09/05/2014 was given on behalf of the complainants regarding payment schedule with in 9 months but the same was not accepted by the opposite party, as it was against the terms of agreement.

I submit that the opposite party does not have any personal knowledge regarding the transcation of the complinant with the LIC Housing Loan financial institution and hence the same is denied. The other facts regarding the hand loan is true.

I submit that the amount of Rs. 9,75,000/- was paid to the complainant in four instalments.

I submit that the opposite party did not forcebily registred villa on the complainants name though the villa was not ready. The opposite party did not get released the loan amount from LIC Housing Finance without the complainant knowledge.

I submit that it is not true that the opposite party did not respond between December 2013 and 09/02/2014. The dues of Rs.14,20,690/- is inclusive of interest on late payments of installments, the Service Tax of Rs.1,15,690/- which is payable to the Govt. authorities and no separate receipt is given for the same. The opposite party pays the service tax to the Govt. authorities on a monthly basis based on all the transactions done in the month.

I submit that it is not true that the opposite party is playing any tactics to avoid giving physical possession on Villa No.46. In fact the Villa is completed in all respects and but for sanitory fittings which is done just before handing over the possession to avoid damages to the fittings. The opposite party does not unnessarily delay handing over possession. It has always been the endavour of this Opposite Party to complete the villas and handover possession within time subject to settlement of all dues by it's customers. The Opposite Party has always been requesting the complainants to settle the dues at the earliest and take over possession.

I submit that the Opposite Party has filed a suit for recovery of dues from the complaintants which is numberd as OS. No. 98 of 2014 on the file of the Ist Addl. Chief Judge, Secunderabad.

I submit that the Opposite Party had developed a project named as NILGIRI HOMES at Rampally Village, Keesara Mandal, R R Dist. The said project consists of Independent Villas. The Complainants approached the Opposite Party for purchase of Villa No.46 in the said venture for a total consideration of Rs. 39 lacs. The Opposite Party informed the Complainants that the villa chosen by them is in an advanced stage of construction and if the dues are paid within four months, they would be able to complete and handover the possession of the villa. The Complainants were satisfied about the progess of the project at that point of time and agreed to all the terms and conditions as specified by the Opposite Party. On such agreement having been reached, the Opposite Party had executed a regd. sale deed bearing No. 8452 of

2013 for the land admeasuring 125 sq yards on 16/11/2013 at SRO, Keesara, RR dist. On the same day the Complainants also executed an agreement of construction in favour of the Opposite Party which clearly spells out the terms of payment, period of completion and interest on late payments besides the other terms and conditions. The Complainants have abnormaly delayed in the payment of the instalments. The Opposite Party has received an amount of Rs.35,70,000/- till date. The Complainants have to further pay an amount of Rs.11,23,523/- to the Opposite Party towards full and final settlement of the cost of the villa alongwith interest. The breakup of the amout of Rs.11,23,523/- is as follows:

Service Tax	Rs. 2,15,420.00
Interest on delayed payments	Rs. 4,87,177.00
Court Fee and legal expenses	Rs. 50,926.00
Corpus Fund	Rs. 40,000.00
TOTAL	Rs. 7,92,523.00

I submit the above amount has not been taken in to consideration by the complainants and they have only taken the differnce of amount calimed by this Opposite Party ie., Rs.11,23,523.00/- less Rs.7,92,523.00/- which comes to Rs.3,30,000/-. The above payments are all according to the agreement of construction executed by the complainants infavour of the Opposite party. As per Clause 11 of agreement of sale it is very clear that the complainants are responsible for payment of Sales Tax, VAT and Service Tax. The Opposite Parties as a sales promotions had waived the payment of VAT by the complainant but not the Service Tax amounting to Rs.2,15,420/-. The said agreement of sale is filed by the complainants. With regard to the payment of interest on delayed payments it is very clearly mentioned at clause 4 of the said agrement. As per the clause 23 of the agreement of sale it is clear that the compainats shall pay a sum of Rs.40,000/- as corpus fund for a Rowhouse.

The unit purchsed by the complainants is a rowhouse the thus they are liable to pay the above corpus fund. The complainants have conveinently ignored the above amount and wrongly claiming that they are liable to pay only Rs.3,30,000/-. In fact the interest is calculated till the date when the complete dues are settled.

I submit that the villa is ready in all aspects and the opposite party will be in a position to handover the possession to the Complainants after they clear all the dues as specifed above.

I submit the Opposite Party had got issued a notice dated18/04/2014 through its Counsel to the Complainants calling upon the Complainants to make the payment of Rs. 20,48,497/- within 7 days from the date of receipt of the notice and take possession of the villa. The Complainants received the notice.

I submit that there is no defeciancy of service on the part of the Opposite party and infact the complainants have been informed by the Opposite party from time to time to take possession of the villa after settling all the dues payable by the complainants. Hence this Hon'ble forum may be pleased to dismiss the complaint as filed by the complainants. I am also submitting the a certificate from a Chartered Engineer showing the completion of the Villa. I am also reliaing upon a certificate issued by the Opposite Party's Chartered Accountant certifying the outstandings of the complainant's in the books of the opposite party.

I submit that the Opposite party is relaying on the following documents in support of its case.

LIST OF DOCUMENTS

1. Photographs with CD
2. Accounts Statement
3. Certificate of Chart ered Engineer
4. Certificate of Chartered Accountant

Sworn and signed before me
On 08 this day of June 2015.

Deponent

Advocate/L.B.Nagar

5/4/14

Modi & Modi Constructions (15-16)

5-4-187/3 & 4, II Floor,
Soham Mansion, M.G. Road,
Secunderabad - 500 003.

46 A Mahesh Kumar

Ledger Account

1-Apr-2015 to 23-May-2015

Date	Particulars	Cheque No	Vch Type	Vch No.	Narration	Debit	Credit
1-4-2015	To **Opening Balance**		Vch Type	Vch No.		**11,28,495.00**	
11-4-2015	To HDFC S D Road A/c.No 00422000016924	*997008*	Bank Payment	BP\14	*Ch. No. :997008 being chq issued to AAO/ERO-311 towards electricity charges for the month of march-15*	**375.00**	
						11,28,870.00	
	By **Closing Balance**				Receivable		11,28,870.00
						11,28,870.00	11,28,870.00

A. Sankarindas
25/5/15

Modi And Modi Constructions

#5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500003

25-05-2015 10:46:10 AM

Flat History Document

Block No A

Flat No 46

Buyer Name And Address

Mr. Angadi Mahesh Kumar

H.no.1-24-253/1, Sri Sai Nagar Colony, Plot.no.32, lothkunta, Alwal, Trimalgherry post, Sec-bad-500015

Phone : 9346352146, 9000674477, 040-27966146

Occupation : salaried Regional Manager

Flat Owner : Builder

Sold	Area	Bkg Date	Booked by	App Made	HL Approved	Pre HL Info	Pay Scheme	Parking
Yes	125	20-02-13	Nagireddy	Yes	Yes	Yes	HL	.

HL Req	HL Sanctioned	HL Release	HL Balance	From	Sale Completed
Yes	2200000	1870000	330000	LIC S R	No

NOC / OCR	Doc Complete	Reg Done	Agr Executed	Agr Date	Flat Type
Yes	Yes	Yes	Yes	11-02-2013	Deluxe

Sale Amount	Other Amount	Total Amount	Total Receipts	Balance
3900000	798870	4698870	3570000	1128870

Net Sale Consideration	Value of Sale Deed	Val Agr Const	Oth Taxabl Receipts
3900000.00	1560000.00	2340000.00	0.00

VAT, Reg Charges	Oth Non Taxable Rcpts	Excess / Check
0.00	116590.00	0.00

VAT Return Month	VAT Return Year	VAT Paid	VAT Cheque No	VAT Cheque Date
12	2013	48750.00	052293	09.12.13

Sale Deed Date	Date Of Possession	Maintainence From	
16-11-2013	01-01-1601	0	0

* * * * *

Payment Terms

Date	Description	Amount	ChqNo / Taken	Paid/ Work
02-02-2013	Booking Amount	25,000	315818	Yes
15-02-2013	I Installment	200,000	315822	Yes
28-02-2013	II Installment	575,000	.	Yes
31-03-2013	III Installment	2,325,000	.	Yes
01-04-2013	IV Installment	575,000	.	No
01-05-2013	On Completion	200,000	.	No

* * * * *

Other Payments

Date	Description	Amount	ChqNo / Taken	Paid/ Work
27-12-2013	Registration charges	93,600	.	No
27-12-2013	vat	48,750	.	No
31-12-2013	registration charges	-147,650	.	No
09-01-2014	misc, doc & ec	5,300	.	No
14-02-2014	stamp papers	400	.	No
14-02-2014	eletricity meter connection charges	500	.	No
14-02-2014	service tax	215,420	.	No
27-03-2014	interest on delay payments	487,177	.	No
05-04-2014	corpus fund	40,000	.	No
15-04-2014	Electricity Charges	362	001124	No
28-05-2014	Advocate Fee for filing the case	10,000	001333	No
28-05-2014	Court Exp	3,000	Cash	No
02-06-2014	Court fee	22,926	Cash	No
02-06-2014	Misc Exp, Court Staff & Other exp	5,000	Cash	No
02-06-2014	Legal Fee	5,000	001358	No
02-06-2014	Legal Fee	5,000	001359	No

18-06-2014	Electricity Charges	280	001443	Yes
25-07-2014	Electricity Cahrges	175	001659	No
04-08-2014	Court Expences for Case withdrawl	2,000	Cash	No
18-08-2014	Electricity Charges	185	001793	No
17-09-2014	Electricity Charges	175	001897	No
17-10-2014	Electricity Charges	175	002027	No
20-11-2014	Electricity Charges	185	002069	No
11-12-2014	Electricity Charges	175	996518	No
16-01-2015	Electricity Charges	185	002054	No
14-02-2015	Electricity Charges	175	996717	No
22-05-2015	Electricity Charges	375	997008	No

* * * * *

Receipts

Date	Description	Amount	ChqNo / Taken	Paid/ Work
02-02-2013	Rec No : 1735 / Booking Amount	25,000	315818	Yes
18-02-2013	Rec No : 1839 / payment Received	200,000	315822	Yes
26-06-2013	Rec No : 1886 / payment received	500,000	024420	Yes
27-11-2013	Rec No : 1915 / amount received	1,248,000	043645	Yes
27-11-2013	Rec No : 1916 / amount received	622,000	043646	Yes
12-06-2014	Rec No : . / Payment received	975,000	064939	Yes

* * * * *

Remarks

Date	Description	Amount	ChqNo / Taken	Paid/ Work
05-02-2013	Free Vat offer given	0	Rajyalakshmi	Yes
05-02-2013	Free registration charges on sale deed offer given (excluding registration charges for agreement for construction)	0	Rajyalakshmi	Yes
05-02-2013	Free Modular Kitchen offer given only if 15% of total sale consideration is paid on or before 28-02-13	0	Rajyalakshmi	Yes
05-02-2013	Service Tax applicable	0	Rajyalakshmi	Yes
20-11-2013	Registration completed on 20.11.2013.	0	Venkat Reddy	Yes

* * * * *

IN THE COURT OF THE HON'BLE DISTRICT CONSUMER FORUM, R.R. DISTRICT

I.A.No. 8 of 2015
In

C.C. No. 137 of 2014

Between:

Modi & Modi Constructions

.... Petitioner/Opposite Party

And

A. Vijaya Laxmi & Others.

...Respondent/Petitioner

COMMON COUNTER AFFIDAVIT FILED BY THE RESPONDENTS 1 & 2

I, Mrs. Angadi Vijaya Laxmi, W/o Bhaskar, Age 56 years, Occ:House Wife, R/o 1-24-253/1, Flat No.32, Sri Sainagar, Lotugunta, Alwal, Secunderabad-500015, do hereby solemnly affirm and state on oath as under:-

1. That I am the deponent herein and respondent No.1 in the above case as such well acquainted with the facts of the case. I am filing this counter affidavit on behalf of 2nd respondent who is none other than my son and authorized to do so.

2. I submit that the petitioner / O.P. filed the above two petitions for seeking cross examination of PW-1 as well as appointment of Advocate Commissioner for recording the completion of construction of subject villa.

3. I submit that the petitioner filed the above 2 petitions to drag the matter for delayed tactics. Even the policy decision taken by the Consumer Forums there is no need to any cross of the witnesses to out come of the lacunas of the opposite party for completion of delaying and handling over the villa to the complaints i.e. to us. If he undertakes and if filed a memo by accepting as entire construction of villa has been completed and no objection to hand over the same to the complainants if the petitioner ready to handover the same to us. We are ready to take the same by accepting his willingness. For that reasons there is no need to appointment of Advocate Commissioner to report the completion of the construction. If he filed memo we will accept the same to take over the possession from that date onwards. Thereby the seeking of Advocate Commissioner is does not require. It is only purposefully filed to drag the same with a malafied intention which was caused mental agony to us.

A. Vijaya Lakshmi

4. I submit that as per the terms as I have stated in my complaint and Chief Affidavit I was paid entire amounts to him and remaining Rs.3,30,000/- is retained with the Financier which the said property was mortgaged. If the petitioner/O.P. is given occupation certification of the villa, I will request my banker to release remaining Rs.3.30,000/- which was due for want of occupation certificate. Thereby there is no dispute in this regard. But wantonly he is dragging the matter by filing several petitions which is same is not permitted by law.

I therefore, pray that this Hon'ble court may please to dismiss the above said applications filed by the Opposite Party with exemplary costs and in the interest of Justice.

Sworn and singed before me on
this the 06-02-2015
at Hyderabad.

Deponent

A. Vijaya Lakshmi

Advocate :: Hyderabad

IN THE COURT OF THE
HON'BLE DISTRICT
CONSUMER FORUM, R.R.
DISTRICT

I.A.No. 8
of 2015
In

C.C. No. 137 of 2014

Between:

Modi & Modi Constructions
.... Petitioner/Opposite
Party

25/2

A n d
A. Vijaya Laxmi & Others.
...Respondent/Petitioner

COMMON COUNTER
AFFIDAVIT FILED BY THE
RESPONDENTS 1 & 2

COUNTER AFFIDAVIT FILED BY THE
RESPONDENTS 1 & 2

FILED ON: 06-02-2015

FILED BY:

M/s G.L.NARASIMHARAO,
SAMULARAMREDDY&
B.C.S.REDDY,
Advocates,
3-4-778,BARKATHPURA,
HYDERABAD.

M/s KGM & Co
Chartered Accountants

07/02/2015.

CERTIFICATE

We on the basis of relevant records produced before us and the information and explanation given by the management hereby state and confirm that M/s. Modi & Modi Constructions a Partnership Firm having its office at 5-4-187/3 & 4, 2nd Floor, Soham Manasion, M.G. Road, Secunderabad – 500 003 has received the total amount of Rs.35,70,000/- (Rupees thirty five lakhs and seventy thousand only) from its customer Shri A Mahesh Kumar towards advance for sale of a residential house No.46 in housing project name as Nilgiri Homes, situated at Sy.No.128, 129, 132, & 136, Rampally, Keesara Mandal, Hyderabad. The details of amount received & balance receivable is as under:

Sales Consideration as agreed upon		Rs.39,00,000.00
Add: Service tax	Rs.2,15,420.00	
Interest on Delay payments		
Upto to 05-04-2014	Rs.4,87,177.00	
Corpus Fund	Rs. 40,000.00	
Other Expenses	Rs. 55,538.00	
	----------	Rs. 8,08,135.00

		Rs.47,08,135.00

Less: Amounts Received			
Ch.No.315818	dt.02-02-13	Rs. 25,000.00	
Ch.No.315822	dt.18-2-13	Rs.2,00,000.00	
Ch.No.024420	dt.27-6-13	Rs.5,00,000.00	
Ch.No.043645	dt.27-11-13	Rs.12,48,000.00	
Ch.No.043646	dt.27-11-13	Rs.6,22,000.00	
Ch.No.064939	dt.12-06-14	Rs.9,75,000.00	
		----------	Rs.35,70,000.00

Balance			Rs.11,28,135.00
			==========

Balance receivable (Rupees Eleven lakhs twenty eight thousand one hundred and thirty five only).

KGM & CO. Firm Reg.No. 015873S Secunderabad Chartered Accountants

Regd Off: , 5-4-187/3&4, 1st Floor, Soham Mansion, M.G.Road, Secunderabad-03
☎ Off:27544517
Email : capranaymehta@gmail.com

Further, the firm has given loan to Shri Bhaskar Angadi (Father of A Mahesh Kumar) of Rs.9,75,000.00 as detailed below:

Ch.No.001615	dt.14-09-2013	Rs.2,43,750.00
Ch.No.001616	dt.26-09-2013	Rs.2,43,750.00
Ch.No.001617	dt.01-10-2013	Rs.2,43,750.00
Ch.No.001618	dt.5-10-2013	Rs.2,43,750.00

		Rs.9,75,000.00
		==========

The above loan has been repaid by Shri A Mahesh Kumar (S/o. Shri Bhaskar Angadi) as given below:

Ch.No.024428	dt.23-09-2013	Rs.2,43,750.00
Ch.No.024427	dt.28-10-2013	Rs.2,43,750.00
Ch.No.024426	dt.28-10-2013	Rs.2,43,750.00
Ch.No.024424	dt.16-11-2013	Rs.2,43,750.00

		Rs.9,75,000.00
		==========

Thus there is no outstanding balance in loan account of Angadi Bhaskar as on date.

This certificate is issued at the request of Modi & Modi Constructions in connection with the ongoing legal case between M/s. Modi & Modi constructions & A Mahesh Kumar.

For KGM & CO.,
Chartered Accountants,

KGM & CO. Firm Reg.No. 015353S Secunderabad Chartered Accountants

(PRANAY MEHTA)
PARTNER
M.No.233650
F.R.No.015353S
DATE: 07/02/2015.

Regd Off: , 5-4-187/3&4, 1st Floor, Soham Mansion, M.G.Road, Secunderabad-03
☎ Off:27544517
Email : capranaymehta@gmail.com

BEFORE THE DISTRICT CONSUMER FORUM, RANGA REDDY (DISTRICT COURT COMPOUND, N.T.R. NAGAR, HYDERABAD.).

CC 137/2014

BETWEEN:-

Mrs. Angadi Vijaya Laxmi & Another .....Complainants

VS

Modi & Modi Constructions,
Rep. by its Partner Soham Modi .....Opposite Party

NOTICE

Whereas the above named Complainant filed a complaint against you U/s 12 of Consumer Protection Act, 1986. Hence, you are here by directed to appear before this Forum on **09.07.2014** at 10.30. a.m., either in person or through an Advocate, and file your written version if any, with in prescribed time of 35 days from the date of receipt of this order, failing which complaint will be determined in accordance with law .

// BY ORDER //

D. Madhuri 9/6/2014

Sheristadar-cum-Court Asstt.
Under Consumer Protection Act, 1986,
District Forum,
Ranga Reddy.

SHERISTADAR
District Forum Ranga Reddy

Encl: Copy of Complaint

To:

Modi & Modi Constructions,
Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
M.G.Road, Secunderabad – 500 003.

Dis. No: 583 dt. 20.6.14

MODI PROPERTIES & INV. PVT. LTD.
INWARD
No. 199
Date 23/06/14
Sign.
SECBAD

Of copy

BEFORE THE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM
R.R. DISTRICT, AT L.B.NAGAR

C.C.No. 137 OF 2014

BETWEEN:

1) Mrs. Angadi Vijaya Laxmi, W/o Bhaskar,
Age 56 years, Occ:House Wife.

2) Angadi Mahesh Kumar, S/o Bhaskar, Age:33 years,
Both are R/c 1-24-253/1, Flat No.32, Sri Sainagar,
Lotugunta, Alwal, Secunderabad-500015.

..Complainants

AND

Modi & Modi Constructions,
Rep. by its Partner Scham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
MG Road, Secunderabad-500003

...Opposite Party

COMPLAINT FILED U/S.12 OF CONSUMER PROTECTION ACT, 1986

1. DESCRIPTION OF COMPLAINANT:

The description and the address of Complainants are as shown in the Cause Title above. The address of the Complainants for the purpose of service of all notices, summons, process is that of her Counsel M/s G.L.Narasimha Rao, Advocate, B.002. Prasad Enclave, Barkatpura, Hyderabad.

2. DESCRIPTION OF THE OPPOSITE PARTY:

The description and address of the Opposite Party for the purpose of service of all notices, summons, and processes is as shown in the Cause Title above.

3. The Complainants submit that the opposite party herein is Builder and Developer who used to purchasing the land and constructing the buildings/houses/villas/apartments and they have developed villas at Sy.No.128, 129, 132-136, situated at Rampally revenue village, Keesara Mandal, R.R. District under the name & style 'Nilgiri Homes'.

4. It is submitted that after knowing the same through publicity made by the opposite party, the complainants and the husband of 1st complainant and father of 2nd complainant by name A. Bhaskar herein went to the site and chosen to purchase independent Villa No.46 which was Skelton condition (only RCC ceiling was completed).

31/5/14-

5. It is submitted that with the conversation by the complainants along with A.Bhaskar and opposite party herein agreed to purchase the above said villa No.46 and the opposite party agreed to sell the same after completing the entire construction and hand over the same to the complainants and the span of payment of Rs.39,00,000/- lakhs has been fixed for a period of 9 months time. The same was accepted by the complainants and Rs.25,000/- has been paid by the complainants to the opposite party on 2nd Feb.2013 as booking advance by way of cheque No.315818 dated 20-02-2013 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2). The above amounts fixed and span of time is occurred as on oral agreement. Except the receipt as well as booking, there is no any written agreement took place on that day.

6. It is submitted by the complainants and the complainants has been paid Rs.2,00,000/- on 16-02-2013 as 1st installment vide cheque No.315822 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2) and Rs.5,00,000/- on 26-02-2013 as 2nd installment vide cheque No.024420 belongs to Mahesh Kumar. As such, the complainants paid Rs.7,25,000/- and on 25-02-2014 the opposite party called the complainants and entered agreement for fulfillment of written formalities between both parties. The opposite party represented by one Mr. Krishna Prasad on behalf of opposite party in hurried manner he was not shown the span of time by misleading the complainants the opposite party obtained the signature of the complainants on the agreement and pressurized for the bulky amounts of Rs.14,75,000/- at a time of in terms of shorter duration agreement. Immediately, after knowing the same, the complainants through their family elder A. Bhaskar, submitted a representation on 09-05-2014 with a proposal payment schedule in terms of 9 months opted plan and the same was received by the opposite party (represented Mr.Venkat Reddy and acknowledged the same). But there is no any replied received by the complainants and the complainants visited the office of the opposite party in the last week of May,2013 for their reply / answer either to execute their acceptance or to return back the amount of Rs.7,25,000/-already paid by the complainants. But there is no any response from the side of opposite party. That means it is deemed to admitted and accepted the span of 9 months time by the opposite party.

7. It is submitted that as the complainants applied for a housing loan and the LIC Housing Loan Financial Institution accorded Rs.22,00,000/- as Housing loan and the complainants have to be paid & fulfill the balance amount Rs.17,00,000/- as margin money for getting loan sanction. Therefore, there has

A. Vijayalakshmi

been a shortfall of Rs.9,75,000/-. (Rs.17,00,000/- - 7,25,000/- = 9.75,000/-). For the short fall of the above said amount, the opposite party came forward to finance as hand loan with a view to honour their short term duration agreement as per terms and conditions therein as the head of the family of the complainants represented his grievance through the letter dated 09-05-2013 as stated supra. Accordingly, the complainants applied in writing as formality of the opposite party in support of un-dated cheque for Rs.9.75 lakhs as desired on 20-08-2013.

8. It is humbly submitted that the opposite party came forwarded to assist financial assistance because of their business promotion and reduced the 9 months span period to 4 months time, instead of paying entire short fall amount of Rs.9,75,000/-. The opposite party intentionally paid Rs.2,43,750/- as installments in a rotation manner duly obtained pre-undated cheques from the complaints' father and the complainant No.2. The details and modus operandi of the opposite party rotation is as below.

Amount	Date of credit to A.Bhaskar's account by M/s Modi	Date of debit from Bhaskar account to AV Mahesh Kumar A/C	Date of Credit to AV Mahesh Kumar A/C from A Bhaskar	Date of debit to M/s Modi account from Mahesh Kumar A/C
243750	17-Sep-13	21-Sep-13	21-Sep-13	24-Sep-13
243750	28-Sep-13	10-Oct-13	10-Oct-13	17-Oct-13
243750	21-Oct-13	25-Oct-13	25-Oct-13	31-Oct-13
243750	08-Nov-13	13-Nov-13	13-Nov-13	18-Nov-13
975000				

9. It is humbly submitted that from the above statement, it may be seen that the opposite party has paid an amount of Rs.9,75,000/- to the complainants in four (4) installments by means of rotating Rs.2,43,750/- in 4 transactions in the span of 6 months (from May 2013 to Nov.2013) thus resulted expiry of Housing loan validity and one cheque bounce issue. The same as stated above discloses the attitude of the opposite party in providing financial assistance. He was made Rs.2,43,750/- as Rs.9.75,000/- as such the opposite party was intentionally delayed 6 months. It is only made by them for not dropping the sale proposals by the complainants. But not else.

10. It is submitted that had the opposite party not encouraged for fulfillment of shortfall amount of Rs.9,75,000/- and sticked on to complainants proposal payment schedule of 9th May 2013, the said problem might not be arose and the complainants made their efforts for their own. But the opposite party neither

disposed the application dated 09-05-2013 nor he responded financial assistance with bonafied stipulated time.

11. It is submitted that on 20th November 2013 immediately after completion fulfillment of margin money as per above rotation manner, the opposite party forcedly and registered the villa on the complainants name though the villa was not made ready to occupy and it was in Skelton condition and got released the below mentioned amounts directly from the Housing loan financier without any intimation to the complainants.

1.	27th Nov. 2013	Rs.12,48,000/-
2.	27th Nov.2013	Rs. 6,22,000/-
3.	Total	Rs.18,70,000/- (Rupees eitnteen lakhs seventy

thousands only) got released from the financier (i.e. LIC Housing) without any intimation to the complainants. And remaining Rs.3,30,000/- retained with the financier awaiting the occupation letter from the opposite party to release those amounts.

12. It is submitted that even after 09-05-2013 correspondence was made by the complainants to the opposite party through e-mails right from December 2013 to till 09-02-2014, the opposite party did not respond properly and intimated as the complainants have due Rs.14,20,690/- duly adding the service tax Rs.1,15,690/- without producing any receipt. And further he mentioned that interest on delayed payments was not reflected in the statement as well as charges of extra specifications not included in the above statement. The said cryptic reply of the opposite party was shocked to the complainants. In fact, the complainants are dues only Rs.3.30,000/- which was retained with financier (LIC Housing) awaiting the letter of opposite party. In the case Rs.9.75,000/- which was not reimbursed by the father / husband of the complainants which is amounts kept in his bank awaiting for relaxation of said interest on delayed payments ready to pay and kept in the bank i.e. A.P. Vardhaman Mahila Cooperated Urban Bank Limited, Lothugunta Branch, vide A/c No.2291 since 16th Feb.2014. But so far, the opposite party not comforward to finalise by relaxing the imposition of interest amount and producing the service tax payment receipts to attend by the complainants.

13. It is humbly submitted by the complainants the tactics played by the opposite party for only the drag on the matter to avoid the physical possession of the Villa No.46 to the complainants as as on today the villa was not completed by the opposite party with one pretext or other. In fact, it has to be completed

A. Vijaya Lakshmi

by October 2013 and did not complete even today itself. And it leads the mental agony to the complainants even after paying the entire amounts and the complainants attending the installments to the financier since December 2013 but so far the opposite party not handed over the villa No.46 in Nilgiri Homes, by completing the same and handed over to the complainants along with Occupation letter. For that the complainants are entitled to a tune of Rs.25,000/- p.m. i.e. from October 2013 to handing over the possession of villa No.46 to the complainants and Rs.5,00,000/- as a mental agony caused by the opposite party for the harassment by way of sending notices for undue interest and delay in not handing over the said villa.

14. It is submitted that the complainants issued a statutory notice to the opposite party on 12-03-2014 for handing over the villa No.46. Otherwise, demanding damages and mental agony and the opposite party replied on 10-04-2014 with false allegations. Again the complainants issued another notice on 21-04-2014 for that there is no further reply from the opposite party.

Hence, this Complainant.

14. The cause of action arose on 20-02-2013, 16-02-2013 and 26-02-2013 (but wrongly mentioned as 26-06-2013) when the Complainant approached to Opposite Party for purchase the Villa No.46 and paid amount on Rs.7,25,000/- later on 27-11-2013 for Rs.18,70,000/- paid by the financier and remaining Rs.9,75,000/- paid by the complainants, on 24-09-2013 to 18-11-2013 and remaining amounts Rs.3,30,000/- retained with the financier (LIC Housing) awaiting for occupation letter by the opposite party. And the cause of action is still continuing. The opposite party send a notice to the father of complainant by depositing the cheque which was kept for security and without intimation and issued 138 N.I. Act Notice for harassing and complainants and family members even though there is elobarate correspondence by the complainants to the Opposite party to clear the payments. But there is no any positive respondent for amicable receiving the payments and handing over the villa to the complainants and issued notice on 12-03-2014 and on 21-04-2014. Hence the Complaint is filed within time.

15. The Complainant though residing at H.No.1-24-253/1, Srisainagar Colony, Lothugunta, Alwal, R.R. District and the property which involved in the present complaint situated in Rampally village of Keesara Mandal, R.R. District is within the territorial Jurisdiction of this Hon'ble Forum to entertain this Complaint.

16. The Complainant submits that the Complaint is filed within the stipulated period of two years limitation from the date of cause of action, which is still continuing.

It is, therefore, prayed that this Hon'ble Forum may be pleased to direct the Opposite Parties:

To direct the Opposite Party:

(a) to handed over the villa No.46 situated in Sy.No.128,129,130 to 136, Rampally village, Keesara mandal, R.R. District with immediate effect after completion of entire works along with occupation certificate.

(b) to direct the Opposite Party to pay a sum of Rs.25,000/- (RupeesTwenty Five thousands only) p.m. towards damages since October 2013 and

(c) to direct the Opposite Party to pay Rs.5,00,000/- for each complainant for creating mental agony and harassment caused by the opposite party even after receiving huge amounts.

(c) to award costs of this Complaint, and

(c) to pass such other relief or reliefs as this Hon'ble Forum deems fit and proper in the interest of justice.

Date: 26-05-2014
L.B.NAGAR

A. Vijaya Lakshmi 2 Mahesh Kumar
Complainants

VERIFICATION

I, Mrs. Angadi Vijaya Laxmi, W/o Bhaskar and A. Mahesh Kumar, S/o Bhaskar, do hereby declare that the facts stated supra are true to the best of my knowledge, information and belief. Hence verified on 26-05-2014 at L.B.NAGAR.

A. Vijaya Lakshmi Mahesh Kumar

Date: 26-05-2014
L.B.NAGAR

Complainant

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT : L B NAGAR

C.C. No: 137 OF 2014

Between:

Smt. A. Vijaya Lakshmi & another ... Complainants

And

Modi & Modi Constructions, ... Opposite Party

CHIEF AFFIDAVIT OF OPPOSITE PARTY

I, Soham Modi S/o. Sri Satish Modi aged 44 years r/o. M.G. Road, Secunderabad, do here by solomnly affirm and state on oath as follows:

I am the partner of the Opposite paty firm and as such well aware of the facts deposed hereunder.

I submit that the complainants went to the site and chose to purcahse Villa No. 46 which was in the initial stage of construction at that point of time.

I submit that we agreed to sell Villa No.46 after completing the construction and hand over the same to the complainants on receipt of complete sale consideration of Rs.39 lakhs as per the schedule mentioned in clause 3 of the agreement of sale. The complainants paid a booking advance of Rs.25, 000/- on 2nd February' 2013 by way of Cheque dtd. 20th February'2013. It is not true that the total amount payable and also the time frame for delivery was agreed upon orally between the complainant and the opposite party. It is pertinenet to mention here that the Opposite Party does not have practice of agreeing or finalising monetory transactions orally. The Opposite party and the complainant No.2 had entered in to an agreement of sale on 25th February'2013, ie. within five days of receipt of the booking advance. All the terms and conditions incluidng payments to be made by the complainants are clearely enumarated in the said agreement of sale.

I submit that the complainants paid an amount of Rs.2 lakhs on 16th February' 2013 as 1st installment through a cheque but it is not true to say

that Rs.5 lakhs was paid on 26th February'2013. In fact the above Rs.5 lakhs was paid on 26th June'2013. It is not true to say that the complainants have paid Rs.7,25,000/- as on the date of the agreement of sale ie., 25.2.2013 but wrongly mentioned as 25.2.2014 in the complaint. It is true that Mr. Krishna Prasad, Manager- Customer Relations was coordinating with the complainants but it is not true to say that the complainants were mislead by him and obtained signature of the complainants. The agreement was signed only by complainant No.2 and not both the complainants. The payment schedule was already agreed upon at the time of booking and the same has been mentioned at clause No.3 of the agreement. The complainant No.2 who has signed the agreement has been briefed about the payment scheule and moreover the copy of the agreement of sale is with the complainant. It is not true to say that the complainants were pressuried for the bulky amounts of Rs.14, 75,000/- it was only as per the agreement. It is true that a proposal on 09/05/2014 was given on behalf of the complainants regarding payment schedule with in 9 months but the same was not accepted by the opposite party, as it was against the terms of agreement.

I submit that the opposite party does not have any personal knowledge regarding the transcation of the complinant with the LIC Housing Loan financial institution and hence the same is denied. The other facts regarding the hand loan is true.

I submit that the amount of Rs. 9,75,000/- was paid to the complainant in four instalments.

I submit that the opposite party did not forcebily registred villa on the complainants name though the villa was not ready. The opposite party did not get released the loan amount from LIC Housing Finance without the complainant knowledge.

I submit that it is not true that the opposite party did not respond between December 2013 and 09/02/2014. The dues of Rs.14,20,690/- is inclusive of interest on late payments of installments, the Service Tax of

Rs.1,15,690/- which is payable to the Govt. authorities and no separate receipt is given for the same. The opposite party pays the service tax to the Govt. authorities on a monthly basis based on all the transactions done in the month.

I submit that it is not true that the opposite party is playing any tactics to avoid giving physical possession on Villa No.46. In fact the Villa is completed in all respects and but for sanitory fittings which is done just before handing over the possession to avoid damages to the fittings. The opposite party does not unnessarily delay handing over possession. It has always been the endavour of this Opposite Party to complete the villas and handover possession within time subject to settlement of all dues by it's customers. The Opposite Party has always been requesting the complainants to settle the dues at the earliest and take over possession.

I submit that the Opposite Party has filed a suit for recovery of dues from the complaintants which is numberd as OS. No. 98 of 2014 on the file of the Ist Addl. Chief Judge, Secunderabad.

I submit that the Opposite Party had developed a project named as NILGIRI HOMES at Rampally Village, Keesara Mandal, R R Dist. The said project consists of Independent Villas. The Complainants approached the Opposite Party for purchase of Villa No.46 in the said venture for a total consideration of Rs. 39 lacs. The Opposite Party informed the Complainants that the villa chosen by them is in an advanced stage of construction and if the dues are paid within four months, they would be able to complete and handover the possession of the villa. The Complainants were satisfied about the progess of the project at that point of time and agreed to all the terms and conditions as specified by the Opposite Party. On such agreement having been reached, the Opposite Party had executed a regd. sale deed bearing No. 8452 of 2013 for the land admeasuring 125 sq yards on 16/11/2013 at SRO, Keesara, RR dist. On the same day the Complainants also executed an agreement of construction in favour of the Opposite Party which clearly spells out the terms

of payment, period of completion and interest on late payments besides the other terms and conditions. The Complainants have abnormaly delayed in the payment of the instalments. The Opposite Party has received an amount of Rs.35,70,000/- till date. The Complainants have to further pay an amount of Rs.11,28,870/- to the Opposite Party towards full and final settlement of the cost of the villa alongwith interest. The breakup of the amout of Rs.11,28,870/- is as follows:

Service Tax	Rs. 2,15,420.00
Interest on delayed payments upto on 05.04.2014	Rs. 4,87,177.00
Court Fee and legal expenses	Rs. 50,926.00
Corpus Fund	Rs. 40,000.00
Electricity and Other Misc Charges	Rs. 5,347.00
TOTAL	Rs. 7,98,870.00

I submit the above amount has not been taken in to consideration by the complainants and they have only taken the differnce of amount calimed by this Opposite Party ie., Rs.11,28,870.00/- less Rs.7,98,870.00/- which comes to Rs.3,30,000/-. The above payments are all according to the agreement of construction executed by the complainants infavour of the Opposite party. As per Clause 11 of agreement of sale it is very clear that the complainants are responsible for payment of Sales Tax, VAT and Service Tax. The Opposite Parties as a sales promotions had waived the payment of VAT by the complainant but not the Service Tax amounting to Rs.2,15,420/-. The said agreement of sale is filed by the complainants. With regard to the payment of interest on delayed payments it is very clearly mentioned at clause 4 of the said agrement. As per the clause 23 of the agreement of sale it is clear that the compainats shall pay a sum of Rs.40,000/- as corpus fund for a Rowhouse. The unit purchsed by the complainants is a rowhouse the thus they are liable

to pay the above corpus fund. The complainants have conveinently ignored the above amount and wrongly claiming that they are liable to pay only Rs.3,30,000/-. In fact the interest is calculated till the date when the complete dues are settled.

I submit that the villa is ready in all aspects and the opposite party will be in a position to handover the possession to the Complainants after they clear all the dues as specifed above.

I submit the Opposite Party had got issued a notice dated18/04/2014 through its Counsel to the Complainants calling upon the Complainants to make the payment of Rs. 20,48,497/- within 7 days from the date of receipt of the notice and take possession of the villa. The Complainants received the notice.

I submit that there is no defeciancy of service on the part of the Opposite party and infact the complainants have been informed by the Opposite party from time to time to take possession of the villa after settling all the dues payable by the complainants. Hence this Hon'ble forum may be pleased to dismiss the complaint as filed by the complainants. I am also submitting the a certificate from a Chartered Engineer showing the completion of the Villa. I am also reliaing upon a certificate issued by the Opposite Party's Chartered Accountant certifying the outstandings of the complainant's in the books of the opposite party.

I submit that the Opposite party is relaying on the following documents in support of its case.

LIST OF DOCUMENTS

1. Photographs with CD
2. Accounts Statement
3. Certificate of Chartered Engineer
4. Certificate of Chartered Accountant

Sworn and signed before me
On 08 this day of June 2015.

Deponent

Advocate/L.B.Nagar

IN THE COURT OF THE DISTRICT
CONSUMER FOURM, RR DISTRICT
AT : L B NAGAR

C.C. No: 137 OF 2014

Between:
Smt.A. Vijaya Lakshmi & another
... COMPLAINANTS

And

Modi & Modi Constructions,
... Opposite Party

CHIEF AFFIDAVIT OF THE
OPPOSITE PARTY

Filed on: 08.06.2015

Filed by:

Sri C.BALAGOPAL
ADVOCATE

Flat No.103, Suresh Harivillu Apts
Road No.11, West Marredpally
Secunderabad – 26.
Ph: 64570512

COUNSEL FOR OPPOSITE PARTY

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT : L B NAGAR

C.C. No: 137 OF 2014

Between:

Smt. A. Vijaya Lakshmi & another ... Complaints

And

Modi & Modi Constructions, ... Opposite Party

CHIEF AFFIDAVIT OF OPPOSITE PARTY

I, Soham Modi S/o. Sri Satish Modi aged 44 years r/o. M.G. Road, Secunderabad, do here by solomnly affirm and state on oath as follows:

I am the partner of the Opposite paty firm and as such well aware of the facts deposed hereunder.

I submit that the complainants went to the site and chose to purcahse Villa No. 46 which was in the initial stage of construction at that point of time.

I submit that we agreed to sell Villa No.46 after completing the construction and hand over the same to the complainants on receipt of complete sale consideration of Rs.39 lakhs as per the schedule mentioned in clause 3 of the agreement of sale. The complainants paid a booking advance of Rs.25, 000/- on 2nd February' 2013 by way of Cheque dtd. 20th February'2013. It is not true that the total amount payable and also the time frame for delivery was agreed upon orally between the complainant and the opposite party. It is pertinenet to mention here that the Opposite Party does not have practice of agreeing or finalising monetory transactions orally. The Opposite party and the complainant No.2 had entered in to an agreement of sale on 25th February'2013, ie. Within five days of receipt of the booking advance. All the terms and conditions incluidng payments to be made by the complainants are clearely enumarated in the said agreement of sale.

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I submit that the opposite party does not have any personal knowledge regarding the transcation of the complinant with the LIC Housing Loan financial institution and hence the same is denied. The other facts regarding the hand loan is true.

I submit that the amount of Rs. 9,75,000/- was paid to the complainant in four instalments.

I submit that the opposite party did not forcebily registred villa on the complainants name though the villa was not ready. The opposite party did not get released the loan amount from LIC Housing Finance without the complainant knowledge.

I submit that it is not true that the opposite party did not respond between December 2013 and 09/02/2014. The dues of Rs.14,20,690/- is inclusive of interest on late payments of installments, the Service Tax of Rs.1,15,690/- which is payable to the Govt. authorities and no separate receipt is given for the same. The opposite party pays the service tax to the Govt. authorities on a monthly basis based on all the transactions done in the month.

I submit that it is not true that the opposite party is playing any tactics to avoid giving physical possession on Villa No.46. In fact the Villa is completed in all respects and but for sanitory fittings which is done just before handing over the possession to avoid damages to the fittings. The opposite party does not unnessarily delay handing over possession. It has always been the endavour of this Opposite Party to complete the villas and handover possession within time subject to settlement of all dues by it's customers. The Opposite Party has always been requesting the complainants to settle the dues at the earliest and take over possession.

I submit that the Opposite Party has filed a suit for recovery of dues from the complaintants which is numberd as OS. No. 98 of 2014 on the file of the Ist Addl. Chief Judge, Secunderabad.

I submit that the Opposite Party had developed a project named as NILGIRI HOMES at Rampally Village, Keesara Mandal, R R Dist. The said project consists of Independent Villas. The Complainants approached the Opposite Party for purchase of Villa No.46 in the said venture for a total consideration of Rs. 39 lacs. The Opposite Party informed the Complainants that the villa chosen by them is in an advanced stage of construction and if the dues are paid within four months, they would be able to complete and handover the possession of the villa. The Complainants were satisfied about the progess of the project at that point of time and agreed to all the terms and conditions as specified by the Opposite Party. On such agreement having been reached, the Opposite Party had executed a regd. sale deed bearing No. 8452 of

2013 for the land admeasuring 125 sq yards on 16/11/2013 at SRO, Keesara, RR dist. On the same day the Complainants also executed an agreement of construction in favour of the Opposite Party which clearly spells out the terms of payment, period of completion and interest on late payments besides the other terms and conditions. The Complainants have abnormaly delayed in the payment of the instalments. The Opposite Party has received an amount of Rs.35,70,000/- till date. The Complainants have to further pay an amount of Rs.11,22,523/- to the Opposite Party towards full and final settlement of the cost of the villa alongwith interest. The breakup of the amout of Rs.11,22,523/- is as follows:

Service Tax	Rs. 2,15,420.00
Interest on delayed payments	Rs. 4,87,177.00
Court Fee and legal expenses	Rs. 50,926.00
Corpus Fund	Rs. 40,000.00

TOTAL	Rs. 7,92,523.00

I submit the above amount has not been taken in to consideration by the complainants and they have only taken the differnce of amount calimed by this Opposite Party ie., Rs.11,22,523.00/- less Rs.7,92,523.00/- which comes to Rs.3,30,000/-. The above payments are all according to the agreement of construction executed by the complainants infavour of the Opposite party. As per Clause 11 of agreement of sale it is very clear that the complainants are responsible for payment of Sales Tax, VAT and Service Tax. The Opposite Parties as a sales promotions had waived the payment of VAT by the complainant but not the Service Tax amounting to Rs.2,15,420/-. The said agreement of sale is filed by the complainants. With regard to the payment of interest on delayed payments it is very clearly mentioned at clause 4 of the said agrement. As per the clause 23 of the agreement of sale it is clear that the compainats shall pay a sum of Rs.40,000/- as corpus fund for a Rowhouse.

The unit purchsed by the complainants is a rowhouse the thus they are liable to pay the above corpus fund. The complainants have conveinently ignored the above amount and wrongly claiming that they are liable to pay only Rs.3,30,000/-. In fact the interest is calculated till the date when the complete dues are settled.

I submit that the villa is ready in all aspects and the opposite party will be in a position to handover the possession to the Complainants after they clear all the dues as specifed above.

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I submit that there is no defeciancy of service on the part of the Opposite party and infact the complainants have been informed by the Opposite party from time to time to take possession of the villa after settling all the dues payable by the complainants. Hence this Hon'ble forum may be pleased to dismiss the complaint as filed by the complainants. I am also submitting the a certificate from a Chartered Engineer showing the completion of the Villa. I am also reliaing upon a certificate issued by the Opposite Party's Chartered Accountant certifying the outstandings of the complainant's in the books of the opposite party.

I submit that the Opposite party is relaying on the following documents in support of its case.

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1. Photographs with CD
2. Accounts Statement
3. Certificate of Chart ered Engineer
4. Certificate of Chartered Accountant

Sworn and signed before me
On 08 this day of June 2015.

Deponent

Advocate/L.B.Nagar

o/c

BEFORE THE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM
R.R. DISTRICT, AT L.B.NAGAR

C.C.No. 137 OF 2014

BETWEEN:

1) Mrs. Angadi Vijaya Laxmi, W/o Bhaskar,
Age 56 years, Occ:House Wife.

2) Angadi Mahesh Kumar, S/o Bhaskar, Age:33 years,
Both are R/o 1-24-253/1, Flat No.32, Sri Sainagar,
Lotugunta, Alwal, Secunderabad-500015.

..Complainants

AND

Modi & Modi Constructions,
Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
MG Road, Secunderabad-500003

...Opposite Party

CHIEF AFFIDAVIT OF COMPLAINT AS PW-1

I, Mrs. Angadi Vijaya Laxmi, W/o Bhaskar, Age 56 years, Occ:House Wife, R/o 1-24-253/1, Flat No.32, Sri Sainagar, Lotugunta, Alwal, Secunderabad-500015, do hereby solemnly and sincerely affirm and sincerely state on oath as follows:

1. I am the petitioner herein and as such I am well acquainted with the facts of case.

2. I submit that I have purchased the villa No.46 situated in 128,129, 130-136, situated in Rampally village, keesara Mandal, called as Nilgiri Homes for the amount of Rs.39,00,000/- But so far the o.p. did not handed over the villa by completing the entire works and creating mental agony and harassment and caused damages to us. Hence, we are filing the above complaint.

3. I submit that the opposite party herein is Builder and Developer who used to purchasing the land and constructing the buildings/houses/villas/apartments and they have developed villas at Sy.No.128, 129, 132-136, situated at Rampally

A. Vijaya Lakshmi

revenue village, Keesara Mandal, R.R. District under the name & style 'Nilgiri Homes'.

4. I submit that after knowing the same through publicity made by the opposite party, myself along with my husband who is father of 2nd complainant by name A. Bhaskar herein went to the site and chosen to purchase independent Villa No.46 which was Skelton condition (only RCC ceiling was completed).

5. I submit that with the conversation by us along with A.Bhaskar and opposite party herein agreed to purchase the above said villa No.46 and the opposite party agreed to sell the same after completing the entire construction and hand over the same to us and the span of payment of Rs.39,00,000/- lakhs has been fixed for a period of 9 months time. The same was accepted by us and Rs.25,000/- has been paid by us to the opposite party on 2nd Feb.2013 as booking advance by way of cheque No.315818 dated 20-02-2013 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2). The above amounts fixed and span of time is occurred as on oral agreement. Except the receipt as well as booking, there is no any written agreement took place on that day.

6. I submit that we were paid Rs.2,00,000/- on 16-02-2013 as 1st installment vide cheque No.315822 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2) and Rs.5,00,000/- on 26-02-2013 as 2nd installment vide cheque No.024420 belongs to Mahesh Kumar(2nd respondent). As such, we paid Rs.7,25,000/- and on 25-02-2014 the opposite party called us and entered agreement for fulfillment of written formalities between both parties. The opposite party represented by one Mr. Krishna Prasad on behalf of opposite party in hurried manner he was not shown the span of time by misleading us and the opposite party obtained the signature of us on the agreement and pressurized for the bulky amounts of Rs.14,75,000/- at a time in terms of shorter duration agreement. Immediately, after knowing the same, we through our family elder A. Bhaskar, submitted a representation on 09-05-2014 with a proposal payment schedule in terms of 9 months opted plan and the same was received by the opposite party (represented Mr.Venkat Reddy and acknowledged the same). But there is no any reply received by us and we visited the office of the opposite party in the last week of May,2013 for their reply / answer either to execute their acceptance or to return back the amount of Rs.7,25,000/-already paid by us. But there is no any response from the side of opposite party. That

A. Vijaya Lakshmi

means it is deemed to admitted and accepted the span of 9 months time by the opposite party.

7. I submit that we are applied for a housing loan and the LIC Housing Loan Financial Institution accorded Rs.22,00,000/- as Housing loan and we have to be paid & fulfill the balance amount Rs.17,00,000/- as margin money for getting loan sanction. Therefore, there has been a shortfall of Rs.9,75,000/-. (Rs.17,00,000/- - 7,25,000/- = 9.75,000/-). For the short fall of the above said amount, the opposite party came forward to finance as hand loan with a view to honour our short term duration agreement as per terms and conditions therein as the head of the family of us represented his grievance through the letter dated 09-05-2013 as stated supra. Accordingly, we have applied in writing as formality of the opposite party in support of un-dated cheque for Rs.9.75 lakhs as desired on 20-08-2013.

8. I humbly submit that the opposite party came forwarded to assist financial assistance because of their business promotion and reduced the 9 months span period to 4 months time, instead of paying entire short fall amount of Rs.9,75,000/-. The opposite party intentionally paid Rs.2,43,750/- as installments in a rotation manner duly obtained pre-undated cheques from us. The details and modus operandi of the opposite party rotation is as below.

Amount	Date of credit to A.Bhaskar's account by M/s Modi	Date of debit from Bhaskar account to AV Mahesh Kumar A/C	Date of Credit to AV Mahesh Kumar A/C from A Bhaskar	Date of debit to M/s Modi account from Mahesh Kumar A/C
243750	17-Sep-13	21-Sep-13	21-Sep-13	24-Sep-13
243750	28-Sep-13	10-Oct-13	10-Oct-13	17-Oct-13
243750	21-Oct-13	25-Oct-13	25-Oct-13	31-Oct-13
243750	08-Nov-13	13-Nov-13	13-Nov-13	18-Nov-13
975000				

9. I humbly submit that from the above statement, it may be seen that the opposite party has paid an amount of Rs.9,75,000/- to us in four (4) installments by means of rotating Rs.2,43,750/- in 4 transactions in the span of 6 months (from May 2013 to Nov.2013) thus resulted expiry of Housing loan validity and one cheque bounce issue. The same as stated above discloses the attitude of the opposite party in providing financial assistance. He was made Rs.2,43,750/- as Rs.9.75,000/- as such the opposite party was intentionally delayed 6 months. It is only made by them for not dropping the sale proposals by us but not else.

A. Vijaya Lakshmi

10. I submit that had the opposite party not encouraged for fulfillment of shortfall amount of Rs.9,75,000/- and sticked on our proposal payment schedule of 9th May 2013, the said problem might not be arose and we made our efforts for our own. But the opposite party neither disposed the application dated 09-05-2013 nor he responded financial assistance with bonafied stipulated time.

11. I submit that on 20th November 2013 immediately after completion fulfillment of margin money as per above rotation manner, the opposite party forcedly and registered the villa on our name though the villa was not made ready to occupy and it was in Skelton condition and got released the below mentioned amounts directly from the Housing loan financier without any intimation to the complainants.

1.	27th Nov. 2013	Rs.12,48,000/-
2.	27th Nov.2013	Rs. 6,22,000/-
3.	Total	Rs.18,70,000/- (Rupees eithteen lakhs seventy

thousands only) got released from the financier (i.e. LIC Housing) without any intimation to us. And remaining Rs.3,30,000/- retained with the financier awaiting the occupation letter from the opposite party to release those amounts.

12. I submit that even after 09-05-2013 correspondence was made by us to the opposite party through e-mails right from December 2013 to till 09-02-2014, the opposite party did not respond properly and intimated us that we are due Rs.14,20,690/- duly adding the service tax Rs.1,15,690/- without producing any receipt. And further he mentioned that interest on delayed payments was not reflected in the statement as well as charges of extra specifications not included in the above statement. The said cryptic reply of the opposite party was shocked to us. In fact, our dues are only Rs.3.30,000/- which was retained with financier (LIC Housing) awaiting the occupancy letter of opposite party. Then only the Financier will come and inspect the physical occupation of us and release that amounts. In case Rs.9.75,000/- which was not reimbursed by us or the father / husband of the complainants which is amounts kept in his bank awaiting for relaxation of said interest on delayed payments ready to pay and kept in the bank i.e. A.P. Vardhaman Mahila Cooperated Urban Bank Limited, Lothugunta Branch, vide A/c No.2291 since 16th Feb.2014. But so far, the opposite party not come forward to finalise by relaxing the imposition of interest amount, legal expenses, service Tax etc., and producing the service tax payment receipts to attend by us.

A. Vijaya Lakshmi

13. I humbly submit that the tactics played by the opposite party for only the drag on the matter to avoid the physical possession of the Villa No.46 to us as on today the villa was not completed by the opposite party with one pretext or other. In fact, it has to be completed by October 2013 and did not complete even today itself. And it leads the mental agony to us even after paying the entire amounts and we are attending the installments to the financier since December 2013 but so far the opposite party not handed over the villa No.46 in Nilgiri Homes, by completing the same and handed over to us along with Occupation letter. For that we are entitled to a tune of Rs.25,000/- p.m. i.e. from October 2013 to handing over the possession of villa No.46 to us and Rs.5,00,000/- as a mental agony caused by the opposite party for the harassment by way of sending notices for undue interest and delay in not handing over the said villa.

14. I submit that we are issued a statutory notice to the opposite party on 12-03-2014 for handing over the villa No.46. Otherwise, demanding damages and mental agony and the opposite party replied on 10-04-2014 with false allegations. Again we have issued another notice on 21-04-2014 for that there is no further reply from the opposite party.

15. I submit that after filing of present complaint as a counter blast case, the opposite party filed a suit vide O.S.No.98 of 2014 on the file of I Addl.Chief Judge, Secunderabad and creating mental agony without handing over the said Villa to us even today. If he gave occupancy certificate to us, the Financier will release the remaining amount of Rs.3,30,000/- which is retaining with the Financier for final check up. The O.P. dragging the matter and prolonging time which caused mental agony to us. I have filed the below documents for marking on behalf of us.

Exhibits	Date	Parties to the document	Description
P-1	20-02-2013	Complainants and O.P.	Cash receipt Rs.25,000/- issued by the O.p.
P-2	16-02-2013	Complainants and O.P.	Cash receipt Rs.2,00,000/- issued by the O.p.
P-3	20-02-2013 /26-06-2013	Complainants and O.P.	Cash receipt Rs.5,00,000/- issued by the O.p.
P-4	25-02-2013	Complainants and O.P.	Agreement of sale by the O.P.

A. Vijaya Lakshmi

P-5	09-05-2013	Head of the Complainants and O.P.	Letter given to the O.P. for seeking 9 months time
P-6	14-12-2013	Complaint to O.P.	e-mail correspondence
P-7	28-12-2013	Complaint to O.P.	Reply by/op
P-8	29-12-2013	Complaint to o.p.	e-mail correspondence
P-9	02-01-2014	Complaint to o.p.	Reply / op
P-10	10-01-2014	Complaint to o.p.	e-mail correspondence
P-11	15-01-2014	Complaint to o.p.	Reply by op
P-12	05-02-2014	Complaint to o.p.	e-mail correspondence
P-13	08-02-2014	Complaint to o.p.	Reply / o.p.
P-14	09-02-2014	Complaint to o.p.	e-mail correspondence
P-15	12-03-2014	Notice to the o.p.	Legal notice to the o.p. by the complainants' counsel
P-16	10-04-2014	O.P.'s counsel reply	Reply notice by the op's counsel to the complainant's counsel
P-17	21-04-2014	2nd notice to o.p.	Legal notice to the o.p. by the complainants' counsel

The documents above may be marked as Ex.P-1 to P-17 and pass award as prayed for.

A. Vijaya Lakshmi

Deponent

last page corrs.
Solemnly and sincerely affirm this
the day of -10-2014
and signed his name in my presence.

BEFORE ME

ADVOCATE :: L.B.NAGAR

BEFORE HON'BLE DISTRICT CONSUMER
REDRESSAL FORUM at L.B.Nagar

C.C.No. 137 OF 2014

BETWEEN:

Mrs. Angadi Vijaya Laxmi and another

..Complainant/Petitioner

and

Modi & Modi Constructions,

..Opposite Party/Respondent

CHIEF AFFIDAVIT
FILED BY THE
COMPLAINT AS P.W.-I

FILED ON: -10-2014

FILED BY:

M/s G.L.Narasimha Rao, (AP/302/96)&
BCS REDDY,
Advocates, B.002, Prasad Enclave,
3-4-778, Barkatpura, Hyderabad

COUNSEL FOR COMPLAINANT/PETITIONER

BEFORE THE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM
R.R. DISTRICT, AT L.B.NAGAR

C.C.No. 137 OF 2014

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The documents above may be marked as Ex.P-1 to P-17 and pass award as prayed for.

A. Vijaya Lakshmi

Deponent

last page corrs.
Solemnly and sincerely affirm this
the day of -10-2014
and signed his name in my presence.

BEFORE ME

ADVOCATE :: L.B.NAGAR

BEFORE HON'BLE DISTRICT CONSUMER
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FILED ON: -10-2014

FILED BY:

M/s G.L.Narasimha Rao, (AP/302/96)&
BCS REDDY,
Advocates, B.002, Prasad Enclave,
3-4-778, Barkatpura, Hyderabad

COUNSEL FOR COMPLAINANT/PETITIONER

Cell : 098490 15054
✆: 040-27763349

Er. Y. R. SHANKAR KUMAR REDDY
B.E., M.I.E., F.I.V.
Valuer/Lenders' Engineer for Bank Consortiums
Govt. Regd. Valuer, Chartered Engineer, Insurance Surveyor
Panel Valuer : Allahabad Bank, Axis Bank, Canara Bank, Indian Bank, IOB, IFCI, IDBI.

COMPLETION CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN.

M/s. Modi & Modi Constructions requested me for completion certificate of the Bungalows named "NILGIRI HOMES" situated at Sy. Nos. 128, 129, 132, 133, 134, 135 & 136 of Rampally Village, Keesara Mandal, Hyderabad, Ranga Reddy District.

I visited the site along with their representative Mr. Venkata Ramana Reddy on 21.04.2013, 27.04.2013 and 02.05.2013 and collected all the information required for issuing this completion certificate.

Bungalow No.	Plot Area In Sq. yds	Built-up Area		
		Built-up area in Sq. ft	Terrace & Portico Area in Sq. ft	Total area in Sq. ft
Villa No. 46 Type - A	125	1241	220	1,461

The construction of the above villa is completed in all respects as per the specifications furnished in the brochure and as per sanction accorded under gated community group housing scheme vide file No. 6092/MP2/Plg/HUDA/2007 and Permit No. 35/MP2/HUDA/2007 dated 16.11.2007 issued by the Vice Chairman, HUDA and Proceedings No. 655 dated 17.12.2007 issued by the Executive Officer & Sarpanch, Grampanchayat Rampally, Keesara Mandal, Ranga Reddy District. The above said villa is fit for occupation.

All infrastructural facilities like B.T Roads, laying Kerbstones, Electrical & Street Lighting, Under Ground Drainage Works, Borewell, Overhead Tank and Under Ground Water Lines are completed.

Amenities like Swimming Pool, Club House are completed as per the approved plan.

Place: Hyderabad

Date: 05.05.2013

Y.R. Shankar Kumar Reddy
B.E.,M.I.E. F.I.V.
Govt. Regd. Valuer Cat 1/246/95
Chartered Engineer M/111440/9

Flat No. 312 B, Alladin Mansion, Near Shopper Stop, Begumpet, Hyderabad - 500 016.
E-mail : skreddyyr@gmail.com

K.K. Sa[illegible] Ku[illegible] [illegible]
B.E.,M [illegible] I.V.
Govt Regd Valuer Cat I/246/95
Chartered Engineer M/111440/3

M/s KGM & Co
Chartered Accountants

07/02/2015.

CERTIFICATE

We on the basis of relevant records produced before us and the information and explanation given by the management hereby state and confirm that M/s. Modi & Modi Constructions a Partnership Firm having its office at 5-4-187/3 & 4, 2nd Floor, Soham Manasion, M.G. Road, Secunderabad – 500 003 has received the total amount of Rs.35,70,000/- (Rupees thirty five lakhs and seventy thousand only) from its customer Shri A Mahesh Kumar towards advance for sale of a residential house No.46 in housing project name as Nilgiri Homes, situated at Sy.No.128, 129, 132, & 136, Rampally, Keesara Mandal, Hyderabad. The details of amount received & balance receivable is as under:

Sales Consideration as agreed upon		Rs.39,00,000.00
Add: Service tax	Rs.2,15,420.00	
Interest on Delay payments		
Upto to 05-04-2014	Rs.4,87,177.00	
Corpus Fund	Rs. 40,000.00	
Other Expenses	Rs. 55,538.00	
	----------	Rs. 8,08,135.00

		Rs.47,08,135.00
Less: Amounts Received		
Ch.No.315818 dt.02-02-13	Rs. 25,000.00	
Ch.No.315822 dt.18-2-13	Rs.2,00,000.00	
Ch.No.024420 dt.27-6-13	Rs.5,00,000.00	
Ch.No.043645 dt.27-11-13	Rs.12,48,000.00	
Ch.No.043646 dt.27-11-13	Rs.6,22,000.00	
Ch.No.064939 dt.12-06-14	Rs.9,75,000.00	
	----------	Rs.35,70,000.00

Balance		Rs.11,28,135.00
		==========

Balance receivable (Rupees Eleven lakhs twenty eight thousand one hundred and thirty five only).

KGM & CO. Firm Reg.No. 015833S Secunderabad Chartered Accountants

Regd Off: , 5-4-187/3&4, 1st Floor, Soham Mansion, M.G.Road, Secunderabad-03
☎·Off:27544517
Email : capranaymehta@gmail.com

Further, the firm has given loan to Shri Bhaskar Angadi (Father of A Mahesh Kumar) of Rs.9,75,000.00 as detailed below:

Ch.No.001615	dt.14-09-2013	Rs.2,43,750.00
Ch.No.001616	dt.26-09-2013	Rs.2,43,750.00
Ch.No.001617	dt.01-10-2013	Rs.2,43,750.00
Ch.No.001618	dt.5-10-2013	Rs.2,43,750.00

		Rs.9,75,000.00
		==========

The above loan has been repaid by Shri A Mahesh Kumar (S/o. Shri Bhaskar Angadi) as given below:

Ch.No.024428	dt.23-09-2013	Rs.2,43,750.00
Ch.No.024427	dt.28-10-2013	Rs.2,43,750.00
Ch.No.024426	dt.28-10-2013	Rs.2,43,750.00
Ch.No.024424	dt.16-11-2013	Rs.2,43,750.00

		Rs.9,75,000.00
		==========

Thus there is no outstanding balance in loan account of Angadi Bhaskar as on date.

This certificate is issued at the request of Modi & Modi Constructions in connection with the ongoing legal case between M/s. Modi & Modi constructions & A Mahesh Kumar.

For KGM & CO.,
Chartered Accountants

KGM & CO. Chartered Accountants Firm Reg.No. 015353S Secunderabad

(PRANAY MEHTA)
PARTNER
M.No.233650
F.R.No.015353S
DATE: 07/02/2015.

Regd Off: , 5-4-187/3&4, 1st Floor, Soham Mansion, M.G.Road, Secunderabad-03
☎ Off:27544517
Email : capranaymehta@gmail.com

MODI & MODI CONSTRUCTIONS

5-4-187/3 & 4, II Floor, M.G. Road, SECUNDERABAD - 500 003.
✆ : 66335551 (4 lines) Fax : 040-27544058

To whom so ever it may concern

This is to certify that the accounts pertaining to A. Vijaya Laxmi and A. Mahesh Kumar purchased of Villa No . 46 Niligiri Homes, situated at Survey No.128,129,132 & 136, Rampally Village, Keesara Mandal, Ranga Reddy District, are maintained in electronic form in the regular course of business and the statement of accounts filed is a true extract of the original which is stored in our hard disk in the computer system maintained by us. The same can be produced when ever this Hon' ble court directs.

For Modi & Modi Constructions

A. Jaikishan Rao

Senior Manager-Accounts

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT AT AT: L B NAGAR

C.C. No: 137 OF 2014

Between:

Smt.A. Vijaya Lakshmi & another ... COMPLAINANTS

And

Modi & Modi Constructions, ... Opposite Party

WRITTEN SUBMISSIONS OF THE OPPOSITE PARTY

The Opposite party humbly sbumit as follows:

The Opposite Party denies all adverse submissions made in the complaint and if any submission not specifically denied should not be deemed to have been admitted by the opposite party.

With regard to para 1 and 2 the same are formal and do not call for any reply.

With regard to para 3 the submissions therein are true and hence not denied.

With regard to para No.4 it is true that the complainants went to the site and chose to purcahse Villa No. 46 which was in the initial state of construction at that point of time.

With regard to para No.5 it is true that the opposite party agreed to sell Villa No.46 after completing the construction and hand over the same to the complainants on receipt of complete sale consideration of Rs.39 lakhs as per the schedule mentioned in clause 3 of the agreement of sale. It is true that the complainants paid a booking advance of Rs.25,000/- on 2nd February'2013 by way of Cheque dtd. 20th February'2013. It is not true to say that the total amount payable and also the time frame for delivery was agreed upon orally between the complainant and the opposite party. It is pertinenet to mention here that the Opposite Party does not have practice of agreeing or finalising monetory transactions orally. The Opposite party and the complainant No.2 had entered in to an agreement of sale on 25th

February'2013, ie. within five days of receipt of the booking advance. All the terms and conditions incluidng payments to be made by the complainants are clearely enumarated in the said agreement of sale.

With regard to para No.6 it is true that the complainants paid an amount of Rs.2 lakhs on 16th February'2013 as 1st installment through a cheque but it is not true to say that Rs.5 lakhs was paid on 26th February'2013. In fact the above Rs.5 lakhs was paid on 26th June'2013. It is not true to say that the complainants have paid Rs.7,25,000/- as on the date of the agreement of sale ie., 25.2.2013 but wrongly mentioned as 25.2.2014 in the complaint. It is true that Mr. Krishna Prasad, Manager-Cuistomer Relations was coordinating with the compainants but it is not true to say that the complainants were mislead by him and obtained signature of the complainants. The agreement was signed only by complainant No.2 and not both the complainants. The payment schedule was already agreed upon at the time of booking and the same has been mentioned at clause No.3 of the agreement. The complainant No.2 who has signed the agreement has been breifed about the payment scheule and moreover the copy of the agreement of sale is with the complainant. It is not true to say that the complainants were pressuried for the bulky amounts of Rs.14, 75,000/- it was only as per the agreement. It is true that a proposal on 09/05/2014 was given on behalf of the complainants regarding payment of payment schedule with in 9 months but the same was not accepted by the opposite party, as it was against the terms of agreed agreement.

With regard to para no.7 the opposite party does not have any personal knowledge regarding the transcation of the complinant with the LIC Housing Loan financial institution and hence the same is denied. The other facts in the said para regarding handloan is true.

With

With regard to para no.8 the averments therein are true.

With regard to para no.9 it is true that 9,75,000/- was paid to the complainant in four instalments but all the other averments are false and hence denied.

With regard to para no.10 the averments therein are false and hence denied.

With regard to para no.11 it is not true to say that the opposite party forcebily registred villa on the complainants name though the villa was not ready. It is not true to say that the opposite party got released the loan amount from LIC Housing Finance without the complainant knowledge.

With regard to para no.12 it is not true to say that the opposite party did not respond between December 2013 and 09/02/2014. The dues of Rs.14,20,690/- is incusive of interest on late payments of installments, the Service Tax of Rs.1,15,690/- is payable to the Govt. authorities and no separate receipt is given for the same. The opposite party pays the service tax to the Govt. authorities on a monthly basis based on all the transactions done in the month. All the other allegation in the para are denied.

With regard to para no.13 it is not true to say that the opposite party is playing any tactics to avoid giving phisical possession on Villa No.46. In fact the Villa is completed in all respects and but for sanitory fittings which is done just before handing over the possession to avoid damages to the fittings. The opposite party does not unnessarily delay handing over possession. It has always been the endavour of this Opposite Party to complete the villas and handover possession within time subject to settlement of all dues by it's customers. The Opposite Party has always been requesting the complainants to settle the dues at the earliest and take over possession.

The Opposite Party has filed suit for recovery of dues from the complaintants which is numberd as OS. No. 98 of 2014 on the file of the Ist Addl. Chief Judge, Secunderabad.

With regard to para No.14 there is no cause of action for filing this complaint.

The Opposite Party submits as follows:

The Opposite Party had developed a project named as NILGIRI HOMES at Rampally Village, Keesara Mandal, RR Dist. The said project consists of Independent Villas. The Complainants approached the Opposite Party for purchase of Villa No.46 in the said venture for a total consideration of Rs. 39 lacs. The Opposite Party informed the Complainants that the villa chosen by them is in an advanced stage of construction and if the dues are paid within four months, they would be able to complete and handover the possession of the villa. The Complainants were satisfied about the progess of the project at that point of time and agreed to all the terms and conditions as specified by the Opposite Party. On such agreement having been reached, the Opposite Party had executed a regd. sale deed bearing No. 8452 of 2013 for the land admeasuring 125 sq yards on 16/11/2013 at SRO, Keesara, RR dist. On the same day the Complainants also executed an agreement of construction in favour of the Opposite Party which clearly spells out the terms of payment, period of completion and interest on late payments besides the other terms and conditions. The Complainants have abnormaly delayed in the payment of the instalments. The Opposite Party has received an amount of Rs.35,70,000/- till date. The Complainants have to further pay an amount of Rs.11,23,523/- **to the Opposite Party towards full and final settlement of the cost of the villa alongwith interest. The breakup of the amout of Rs.11,23,523/- is as follows:**

Service Tax	**Rs. 2,15,420.00**
Interest on delayed payments	**Rs. 4,87,177.00**
Court Fee and legal expenses	**Rs. 50,926.00**
Corpus Fund	**Rs. 40,000.00**
TOTAL	**Rs. 7,92,523.00**

The above amount has not been taken in to consideration by the complainants and they have only taken the differnce of amount

calimed by this Opposite Party ie., Rs.11,23,523.00/- less Rs.7,92,523.00/- which comes to Rs.3,30,000/-. The above payments are all according to the agreement of construction executed by the complainants infavour of the Opposite party. As per Clause 11 of agreement of sale it is very clear that the complainants are responsible for payment of Sales Tax , VAT and Service Tax. The Opposite Parties as a sales promotions had waived the payment of VAT by the complainant but not the Service Tax amounting to Rs.2,15,420/-. The said agreement of sale is filed by the complainants. With regard to the payment of interest on delayed payments it is very clearly mentioned at clause 4 of the said agrement. As per the clause 23 of the agreement of sale it is clear that the compainats shall pay a sum of Rs.40,000/- as corpus fund for a Rowhouse. The unit purchsed by the complainants is a rowhouse the thus they are liable to pay the above carpus fund. The complainants have conveinently ignored the above amount and wrongly claiming that they are liable to pay only Rs.3,30,000/-. In fact the interest is calculated till the date when the complete dues are settled.

The Opposite Party submits that the villa is ready in all aspects and it will be in a position to handover the possession to the Complainants after they clear all the dues as specifed above. In support of this contention the opposite party is filing the photographs of the Villa No.46 to show the completion.

The Opposite Party had got issued a notice dated18/04/2014 through its Counsel to the Complainants calling upon the Complainants to make the payment of Rs. 20,48,497/- within 7 days from the date of receipt of the notice and take possession of the villa. The Complainants received the notice.

The Opposite Party submits that there is no defeciancy of service on the part of the Opposite party and infact the complainants have been

DRAFT

informed by the Opposite party from time to time to take possession of the villa after settling all the dues payable by the complainants. Hence this Hon'ble forum should dismiss the complaint as filed by the complainants.

HYDERABAD
Date: 28/08/2014

OPPOSITE PARTY

LIST OF DOCUMENTS

1. Photographs with CD
2. Accounts Statement

BEFORE THE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM
R.R. DISTRICT, AT L.B.NAGAR

C.C.No. 137 OF 2014

BETWEEN:

1) Mrs. Angadi Vijaya Laxmi, W/o Bhaskar,
Age 56 years, Occ:House Wife.

2) Angadi Mahesh Kumar, S/o Bhaskar, Age:33 years,
Both are R/o 1-24-253/1, Flat No.32, Sri Sainagar,
Lotugunta, Alwal, Secunderabad-500015. ...Complainants

AND

Modi & Modi Constructions,
Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
MG Road, Secunderabad-500003. ...Opposite Party

WRITTEN ARGUMENTS OF COMPLAINANTS

May it be pleased your Honour,

This written arguments humbly submitting on behalf of complainants.

1. It is submitted that the complainants (Mother and son) have purchased the villa No.46 situated in 128,129, 130-136, situated in Rampally village, keesara Mandal, called as Nilgiri Homes for the amount of Rs.39,00,000/- But so far the O.P. did not handed over the villa by completing the entire works (till date the villa was not handed over) and creating mental agony and harassment and caused damages to the complainants.

2. It is submitted submit that the opposite party herein is Builder and Developer who used to purchasing the land and constructing the buildings/houses/villas/apartments and they have developed villas at Sy.No.128, 129, 132-136, situated at Rampally revenue village, Keesara Mandal, R.R. District under the name & style 'Nilgiri Homes'.

3. It is submitted that after knowing the same through publicity made by the opposite party, the PW-1 along with her husband who is father of 2nd complainant by name A. Bhaskar herein went to the site and chosen to purchase

independent Villa No.46 which was Skelton condition (only RCC ceiling was completed).

4. It is submitted that with the conversation by the complainants along with A.Bhaskar and opposite party herein agreed to purchase the above said villa No.46 and the opposite party agreed to sell the same after completing the entire construction and hand over the same to the complainants and the span of payment of Rs.39,00,000/- lakhs has been fixed for a period of 9 months time. The same was accepted by the complainants and Rs.25,000/- has been paid by them to the opposite party on 2nd Feb.2013 as booking advance by way of cheque No.315818 dated 20-02-2013 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2). The above amounts fixed and span of time is occurred as on oral agreement. Except the receipt as well as booking, there is no any written agreement took place on that day.

5. It is submitted that the complainants were paid Rs.2,00,000/- on 16-02-2013 as 1st installment vide cheque No.315822 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2) and Rs.5,00,000/- on 26-06-2013 as 2nd installment vide cheque No.024420 belongs to Mahesh Kumar(2nd respondent). As such, the complainants paid Rs.7,25,000/-. And on 25-02-2014 the opposite party called the complainants and entered agreement for fulfillment of written formalities between both parties. The opposite party represented by one Mr. Krishna Prasad on behalf of opposite party in hurried manner he was not shown the span of time by misleading the complainants and the opposite party obtained the signature of the complainants on the agreement and pressurized for the bulky amounts of Rs.14,75,000/- at a time in terms of shorter duration agreement. Immediately, after knowing the same, the complainants through their family elder A. Bhaskar, submitted a representation on 09-05-2014 with a proposal payment schedule in terms of 9 months opted plan and the same was received by the opposite party (represented Mr.Venkat Reddy and acknowledged the same). But there is no any reply received by the complainants and the complainants visited the office of the opposite party in the last week of May,2013 for their reply / answer either to execute their acceptance or to return back the amount of Rs.7,25,000/-already paid by the complainants. But there is no any response from the side of opposite party. That means it is deemed to admitted and accepted the span of 9 months time by the opposite party.

6. It is submitted that the complainants applied for a housing loan and the LIC Housing Loan Financial Institution accorded Rs.22,00,000/- as Housing loan and the complainants have to be paid & fulfill the balance amount Rs.17,00,000/- as margin money for getting loan sanction. Therefore, there has been a shortfall of Rs.9,75,000/-. (Rs.17,00,000/- - 7,25,000/- (already paid)= 9.75,000/-). For the short fall of the above said amount, the opposite party came forward to finance as hand loan with a view to honour the complainants short term duration agreement as per terms and conditions therein as the head of the family of the complainants represented his grievance through the letter dated 09-05-2013 as stated supra. Accordingly, the complainants have applied in writing as formality of the opposite party in support of un-dated cheque for Rs.9.75 lakhs as desired on 20-08-2013.

7. It is submitted that the opposite party came forwarded to assist financial assistance because of their business promotion and reduced the 9 months span period to 4 months time, instead of paying entire short fall amount of Rs.9,75,000/-. The opposite party intentionally paid Rs.2,43,750/- as installments in a rotation manner duly obtained pre-undated cheques from the complainants. The details and modus operandi of the opposite party rotation is as below.

Amount	Date of credit to A.Bhaskar's account by M/s Modi	Date of debit from Bhaskar account to AV Mahesh Kumar A/C	Date of Credit to AV Mahesh Kumar A/C from A Bhaskar	Date of debit to M/s Modi account from Mahesh Kumar A/C
243750	17-Sep-13	21-Sep-13	21-Sep-13	24-Sep-13
243750	28-Sep-13	10-Oct-13	10-Oct-13	17-Oct-13
243750	21-Oct-13	25-Oct-13	25-Oct-13	31-Oct-13
243750	08-Nov-13	13-Nov-13	13-Nov-13	18-Nov-13
975000				

8. It is submitted that from the above statement, it may be seen that the opposite party has paid an amount of Rs.9,75,000/- to the complainants in four (4) installments by means of rotating Rs.2,43,750/- in 4 transactions in the span of 6 months (from May 2013 to Nov.2013) thus resulted expiry of Housing loan validity and one cheque bounce issue. The same as stated above discloses the attitude of the opposite party in providing financial assistance. He was made Rs.2,43,750/- as Rs.9.75,000/- as such the opposite party was intentionally delayed 6 months. It is only made by them for not dropping the sale proposals by the complainants but not else.

9. It is submitted that had the opposite party not encouraged for fulfillment of shortfall amount of Rs.9,75,000/- and sticked on complainants' proposal payment schedule of 9th May 2013, the said problem might not be arose and the complainants made their efforts for their own. But the opposite party neither disposed the application dated 09-05-2013 nor he responded financial assistance with bonafied stipulated time.

10. It is submitted that on 20th November 2013 immediately after completion fulfillment of margin money as per above rotation manner, the opposite party forcedly and registered the villa on complainants name though the villa was not made ready to occupy and it was in Skelton condition and got released the below mentioned amounts directly from the Housing loan financier without any intimation to the complainants.

1.	27th Nov. 2013	Rs.12,48,000/-
2.	27th Nov.2013	Rs. 6,22,000/-
3.	Total	Rs.18,70,000/- (Rupees eithteen lakhs seventy thousands only)

got released from the financier (i.e. LIC Housing) without any intimation to the complainants. And remaining Rs.3,30,000/- retained with the financier awaiting the occupation letter from the opposite party to release those amounts.

11. It is submitted that even after 09-05-2013 correspondence was made by the complainants side, the opposite party through e-mails right from December 2013 to till 09-02-2014, the opposite party did not respond properly and intimated the complainants that they are due Rs.14,20,690/- duly adding the service tax Rs.1,15,690/- without producing any receipt. And further he mentioned that interest on delayed payments was not reflected in the statement as well as charges of extra specifications not included in the above statement. The said cryptic reply of the opposite party was shocked to the complainants. In fact, the complainants dues are only Rs.3.30,000/- which was retained with financier (LIC Housing) awaiting the occupancy letter of opposite party. (**Till today, the O.P. neither handed over the physical possession nor given a occupancy certificate because of that the Housing Financier i.e. LIC Finance Housing not releasing Rs.3,30,000/- even collecting instalments + interest to that amount.**) Then only the Financier will come and inspect the physical occupation of the complainants and release that amounts. In case Rs.9,75,000/- which was not reimbursed by the complainants or the father / husband of the complainants which is amounts kept in his bank

awaiting for release of said interest on delayed payments ready to pay and kept in the bank i.e. A.P. Vardhaman Mahila Cooperated Urban Bank Limited, Lothugunta Branch, vide A/c No.2291 since 16th Feb.2014 **(the said amount was already paid on 9-6-2014 vide cheque No.064939.** The said document of cheque may be received as additional material paper along with intimation letter of O.P.No.2 may be marked as Document No.18 & 19). But so far, the opposite party not come forward to finalize by relaxing the imposition of interest amount, legal expenses, service Tax etc., and producing the service tax payment receipts to attend by the complainants.

12. It is submitted submit that the tactics played by the opposite party for only the drag on the matter to avoid the physical possession of the Villa No.46 to the complainants as on today the villa was not completed by the opposite party with one pretext or other. In fact, it has to be completed by October 2013 and did not complete even today itself. And it leads the mental agony to the complainants even after paying the entire amounts and the complainants are attending the installments to the financier since December 2013 but so far the opposite party not handed over the villa No.46 in Nilgiri Homes, by completing the same and handed over to the complainants along with Occupation letter. For that the complainants are entitled to a tune of Rs.25,000/- p.m. i.e. from October 2013 to handing over the possession of villa No.46 to the complainants and Rs.5,00,000/- as a mental agony caused by the opposite party for the harassment by way of sending notices for undue interest and delay in not handing over the said villa.

13. It is submitted that the complainants are issued a statutory notice to the opposite party on 12-03-2014 for handing over the villa No.46. Otherwise, demanding damages and mental agony and the opposite party replied on 10-04-2014 with false allegations. Again the complainants have issued another notice on 21-04-2014 for that there is no further reply from the opposite party.

14. It is submitted that after filing of present complaint as a counter blast case, the opposite party filed a suit vide O.S.No.98 of 2014 on the file of I Addl.Chief Judge, Secunderabad and creating mental agony without handing over the said Villa to the complainants even today. If the O.P. gave occupancy certificate to the complainants, the Financier will release the remaining amount of Rs.3,30,000/- which is retaining with the Financier for final check up. The O.P. dragging the matter and prolonging time which caused mental agony to the

complainants. The documents filed the below for which were marked on behalf of the complainants clearly shows that they are bonafied.

Exhibits	Date	Parties to the document	Description
P-1	20-02-2013	Complainants and O.P.	Cash receipt Rs.25,000/- issued by the O.p.
P-2	16-02-2013	Complainants and O.P.	Cash receipt Rs.2,00,000/- issued by the O.p.
P-3	20-02-2013 /26-06-2013	Complainants and O.P.	Cash receipt Rs.5,00,000/- issued by the O.p.
P-4	25-02-2013	Complainants and O.P.	Agreement of sale by the O.P.
P-5	09-05-2013	Head of the Complainants and O.P.	Letter given to the O.P. for seeking 9 months time
P-6	14-12-2013	Complaint to O.P.	e-mail correspondence
P-7	28-12-2013	Complaint to O.P.	Reply by/op
P-8	29-12-2013	Complaint to o.p.	e-mail correspondence
P-9	02-01-2014	Complaint to o.p.	Reply / op
P-10	10-01-2014	Complaint to o.p.	e-mail correspondence
P-11	15-01-2014	Complaint to o.p.	Reply by op
P-12	05-02-2014	Complaint to o.p.	e-mail correspondence
P-13	08-02-2014	Complaint to o.p.	Reply / o.p.
P-14	09-02-2014	Complaint to o.p.	e-mail correspondence
P-15	12-03-2014	Notice to the o.p.	Legal notice to the o.p. by the complainants' counsel
P-16	10-04-2014	O.P.'s counsel reply	Reply notice by the op's counsel to the complainant's counsel
P-17	21-04-2014	2nd notice to o.p.	Legal notice to the o.p. by the complainants' counsel

15. It is submitted that when the opposite party failed to build and handed over to the complainants, the O.P. ceased his rights to claim interest on dues and also the O.P. filed O.S. 98 of 2014 against the complainants seeking an amount of Rs.20,48,.497/- (not excluded the amounts Rs.9,75,000/- as rotating mere Rs.2,43,750/- paid since 24-9-2013 to 18-11-2013. Thus the O.P. ceased to claim service charges and VAT if any. The plaint of O.S. 98 of 2014 may be taken as additional document No.20.

16. It is submitted that the opposite party submitted account statement along with written statement in page No.2. That admittedly Rs.9,75,000/- was paid in 4 installments but the same was suppressed in the suit filed and Rs. 20,48,497/-claimed including Rs.9,75,000/- and interest therein, thus the claiming of service tax herein for that amount Rs.2,64,170/- (mentioned in account statement) does not arise. The adding of registration charges Rs.98,900/- which was waived i.e. a precondition to free registration in favour of the complainants by the O.P. and court fee and legal expenses of Rs.50,926/- will not liable by the complainants. The carpus fund Rs.40,000/- will pay by the complainant at the time of physically handed over the villa.

17. It is submitted that in the account statement, the O.P. claiming interest Rs.4,87,177/- does not aroused because of that the O.P. did not completed the villa and handed over the same to the complainants. In fact, the incompletion of villa as agreed by the O.P. in written submission page 3 bottom paragraph *"the opposite party informed the complainants that the villa chosen is in advanced stage of construction and the dues are paid within 4 months they would be able to complete and handover the possession of the villa".* Thereby, the mode of O.P. itself is shows that he was not completed until the payments cleared by the complainants. In fact, the complainants last installment paid Rs.9,75,000/- on 9-6-2014. The remaining amounts Rs.3,30,000/- is retained with Housing Financier for want of Occupation Certificate which the O.P. did not complete the villa and not handed over to the complainants for want of that the banker did not released the said amounts to the O.P.

18. It is submitted that in the written submission page 2 and unnumbered para 2 stated that "*with regard to para No.7, the O.P. does not have any personal knowledge regarding the transaction of the complainant with the LIC HOUSING loan financial institution and hence the same is denied.*" It is clearly clinches the attitude of the O.P. that he filed the written submission on 28-8-2014 before this Hon'ble Court /Forum by saying as a layman even he taken amounts from the financier on 27-11-2013 Rs.12,48,000/- and Rs.6,22,000/- totally Rsd.18,70,000/- retained Rs.3,30,000/- out of sanctioned loan Rs.22,00,000/-. Thereby, the contention and intention of the O.P. shows

without handing over the villa.

19. Therefore, the complainants are entitled to seek handed over the villa No.46 immediately from the O.P. along with occupation certificate.

20. The complainants are entitled Rs.25,000/- p.m. towards damages/rents since October 2013. Thus total an amount of Rs.5,45,000/-(3 months – 2013 + 12 months in 2014 + 6 months in 2015) and entitled till handed over the villa along with compensation of Rs.5,00,000/- for mental agony and harassment. By consider this written argument and pass award as prayed for.

Date::23-06-2015 Counsel for the complainants

L.B.Nagar.

Doc 18

Monday Holiday.

09-06-2014

PAY TO M/s Modi & Modi constructions

को या धारक को OR BEARER

रूपये RUPEES Nine Lakhs and Seventy Five Thousand only

अदा करें

रु. Rs. 9,75,000/-

खा. सं. A/C. NO.	2291	द.प. L.F.		छो.ह. INTL.	

दि. आ.प्र. वर्धमान (महिला) को-आपरेटिव अर्बन बैंक लिमिटेड
The A. P. Vardhaman (Mahila)
Co-operative Urban Bank Ltd.
लोथकुन्टा शाखा, सिकन्दराबाद
Lothkunta Branch, Secunderabad (A.P.)

⑈061939⑈ 500222006⑆ 10

G.L.NARASIMHA RAO
Advocate

H.No.3-4-778, BARKATPURA,
HYDERABAD -500 027.
Cell:9848994240 .

Doc No. 19

BY REGD. POST WITH ACK. DUE

To

Date: 09-06-2014

Modi & Modi Constructions Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,MG Road, Secunderabad-500003.

Ref: 1. Your counsel legal notice dated 15-05-2014.
2. Reply notice dt. 26-05-2014.

***

Under the instructions of my client Mr. A. Bhaskar, S/o Ramappa, R/o 1-24-253/1, Plot No.32, Sri Sainagar Colony, Lothugunta, Alwal, Secunderabad, Hyderabad issuing the present letter along with valid cheque dated 09-06-2014.

It is represented that my client's son and wife are purchasers of villa No.46 which was developed by you. In that transactions you have financially assisted them through my client Rs.9,75,000/- in the rotating manner. You have issued a legal notice through your counsel whereas his cheque was retained with you for a security purpose but without informing him you have deposited in your account and send a legal notice u/s 138 NI ACT.

In this regard, my client answered to your legal notice vide reference no.2, anyhow, my client to prove his bonafied he is ready to pay such amounts mentioned vide reference No.1 and issuing present cheque No.064939, dt. 09-06-2014 of AP Vardhaman (Mahila) Cooperative Urban Bank Limited, Lothukunta Branch. He is having amounts more than Rs.9,75,000/- as such, this cheque may be substitued with the earlier cheque, vide ref No 1 for the same amounts and honour this cheque and drop your any further action in this regard by accepting and acknowledge this letter.

Encl: Original cheque 064939 dt.09-06-2014
For Rs.9,75,000/-
Drawn on the A.P.Vardhaman(Mahila)
Coopertive Urban Bank, Lothugunta Branch
Secunderabad.

G.L.NARASIMHARAO
Advocate

This cheque is received subject to realisation without prejudice to our rights in the notice already issued and case filed u/s. 138 NI Act.
11/6/14

MODI & MODI CONSTRUCTIONS SEC'BAD

DOC NO20

IN THE COURT OF THE I ADDL. CHIEF JUDGECITY CIVIL COURT
AT SECUNDERABAD

O. S. No: 98 OF 2014

Between:

Modi & Modi Constructions, a partnership firm
Having its registered office at 5-4-187/3 & 4,
Soham Mansion, M. G. Road, Secunderabad
Represented by its Managing Partner,
Sri Soham Modi S/o Sri Satish Modi aged 44 years,
... PLAINTIFF

And

1. Smt.A. Vijaya Lakshmi W/o. A. Bhasker
Aged 56 years,

2. A.Mahesh Kumar S/o A Bhasker,
Aged 31 years, Occupation Service
Both R/o. H.No.1-24-253/1, Plot No. 32,
Sri Sai Nagar Colony, Loathkunta,
Alwal, Secunderabad – 15.
... DEFENDANTS

SUIT FOR RECOVERY OF RS.20,48,497/- PLAINT FILED UNDER SECTION 26 C.P.C.

I. Description of the Plaintiff:

The addresses for service of all notices, summons and process etc. on the Plaintiff is as mentioned above and of their counsel Sri C. Balagopal, Smt. Ameerunnisa Begum, K. Vijaya Saradhi, C. V. Chandramouli and P. Vikram Kumar, Advocates, having their office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad.

II. Description of the Defendants:

The addresses for service of all notices, summons and process etc. on the Defendants are the same as mentioned above.

III. Facts of the case:

a) The Plaintiff is a Builder of repute and has developed and constructed several residential Flats, Villas and bungalows in and around the Twin Cities of Secunderabad and Hyderabad. One of the projects undertaken by the Plaintiff is "NILGIRI HOMES", situated at Survey Nos.128,129,132 & 136, Rampally Village, Keesara Mandal, Ranga Reddy District.

For MODI & MODI CONSTRUCTIONS

b). The said project consists of Independent Villas. The Defendants approached the Plaintiff for purchase of a Villa No.46 in the said venture for a total consideration of Rs. 39 lacs. The Plaintiff informed the Defendants that the villa choosen by them is in an advanced stage of construction and if the dues are paid within four months, they would be able to complete and handover the possession of the villa. The defendants were satisfied about the progess of the project at that point of time and agreed of all the terms and conditions as specified by the plaintiff. On such agreement having been reached the Plaintiff had executed a regd. sale deed bearing No. 8452 of 2013 for the land admeasuring 125 sq yards on 16/11/2013 at SRO, Keesara, RR dist. On the same day the Defendants also executed an agreement of construction in favour of the Plaintiff which clearly spells out the terms of payment, period of completion and interest on late payments besides the other terms and conditions. The Defendents have abnormaly delayed in the payment of the instalments. The Plaintiff has received an amount of Rs.25,95,000/- till date. The Defendants have to further pay an amount of Rs.20,48,497/- to the Plaintiff towards full and final settlement of the cost of the villa. The above amount includes service tax, corpus fund and interest on late payments.

c) The Plaintiff submits that the villa is ready in all aspects and it will be in a position to handover the possession to the Defendants after they clear all the dues as specifed above.

d) The Plaintiff had got issued a notice dated18/04/2014 through its Counsel to the Defendants calling upon the Defendants to make the payment of Rs. 20,48,497/- within 7 days from the date of receipt of the notice and take possession of the villa. Though the defendants received the notice, they have not so far replied.

For MODI & MODI CONSTRUCTIONS

Partner

IV). The Plaintiff declares that it has not filed any suit or proceeding for the same relief sought herein against the Defendants in any court of Law.

V. Cause of action:

The cause of action for the suit arose on..... the date of booking of bungalow by the Defendant and on 16/11/2013 the date on which the sale deed was executed in favour of the Defendants and also the Agreement of Construction executed by the Defendants infavour of the Plaintiffs and on all other subsequent dates when the dues remained unpaid and the cause of action is subsisting.

V. Jurisdiction:

The Registered office of the Plaintiff is at M.G.Road, Secunderabad, which is within jurisdiction of this Hon'ble court and hence this Hon'ble Court has got jurisdiction to try the suit.

VI. Court Fee:

a) The suit is valued for the purpose of court fee and jurisdiction at Rs. 20,48,497/- on which a court fee of Rs.....-/- is paid herewith paid under Section 20 of A.P.C.F. and S. V. Act.

VII. Praver:

The Plaintiff prays that this Hon'ble court be pleased to pass a Judgment and Decree in favour of the Plaintiff and against the Defendants granting the following reliefs:-

a) To pass a decree and Judgment in favour of the Plaintiff against the Defendants for recovery of Rs. 20,48,497/- with interest @ 18% p.a. from the date of this suit till realization;

b) and to award costs of the suit; and

c) To grant any other relief or reliefs to which the plaintiffs are otherwise entitled to in the circumstances of the case.

For MODI & MODI CONSTRUCTIONS

Advocate for the Plaintiff

Plaintiff Partner

LIST OF DOCUMENTS FILED ALONG WITH THE PLAINT

S. No.	Date	Description of document
1.		Copy of the Registration of Plaintiff firm
2.		Booking form – Xerox copy
3.	16.11.2013	Sale Deed executed by Plaintiff in favour of Defs Xerox copy
4.	16.11.2013	Agreement of construction. Xerox copy
5.	28.04.2014	O/c of Notice issued by Plaintiff's counsel to Defs.
6.		Statement of Account

Secunderabad
Date:

COUNSEL FOR PLAINTIFF

IN THE COURT OF THE
I ADDL. CHIEF JUDGE
CITY CIVIL COURT
AT SECUNDERABAD

O. S. No: OF 2014

Between:

Modi & Modi Constructions
... PLAINTIFF

And

Smt. A. Vijaya Lakshmi & another
... DEFENDANTS

SUIT FOR RECOVERY OF
RS.20,48,497/-. PLAINT FILED
UNDER SECTION 26 C.P.C.

Filed on:

Filed by:

Sri C.BALAGOPAL
ADVOCATE

Flat No.103, Suresh Harivillu Apts
Road No.11, West Marredpally
Secunderabad – 26.
Ph: 64570512

COUNSEL FOR PLAINTIFF

Other side copy

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BEFORE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM at L.B.Nagar

C.C.No. 137 OF 2014

BETWEEN:

Mrs. Angadi Vijaya Laxmi and another

..Complainant/Petitioner

and

Modi & Modi Constructions,

..Opposite Party/Respondent

WRITTEN ARGUEMENT

~~CHIEF AFFIDAVIT~~

FILED BY THE COMPLAINT AS P.W.-I

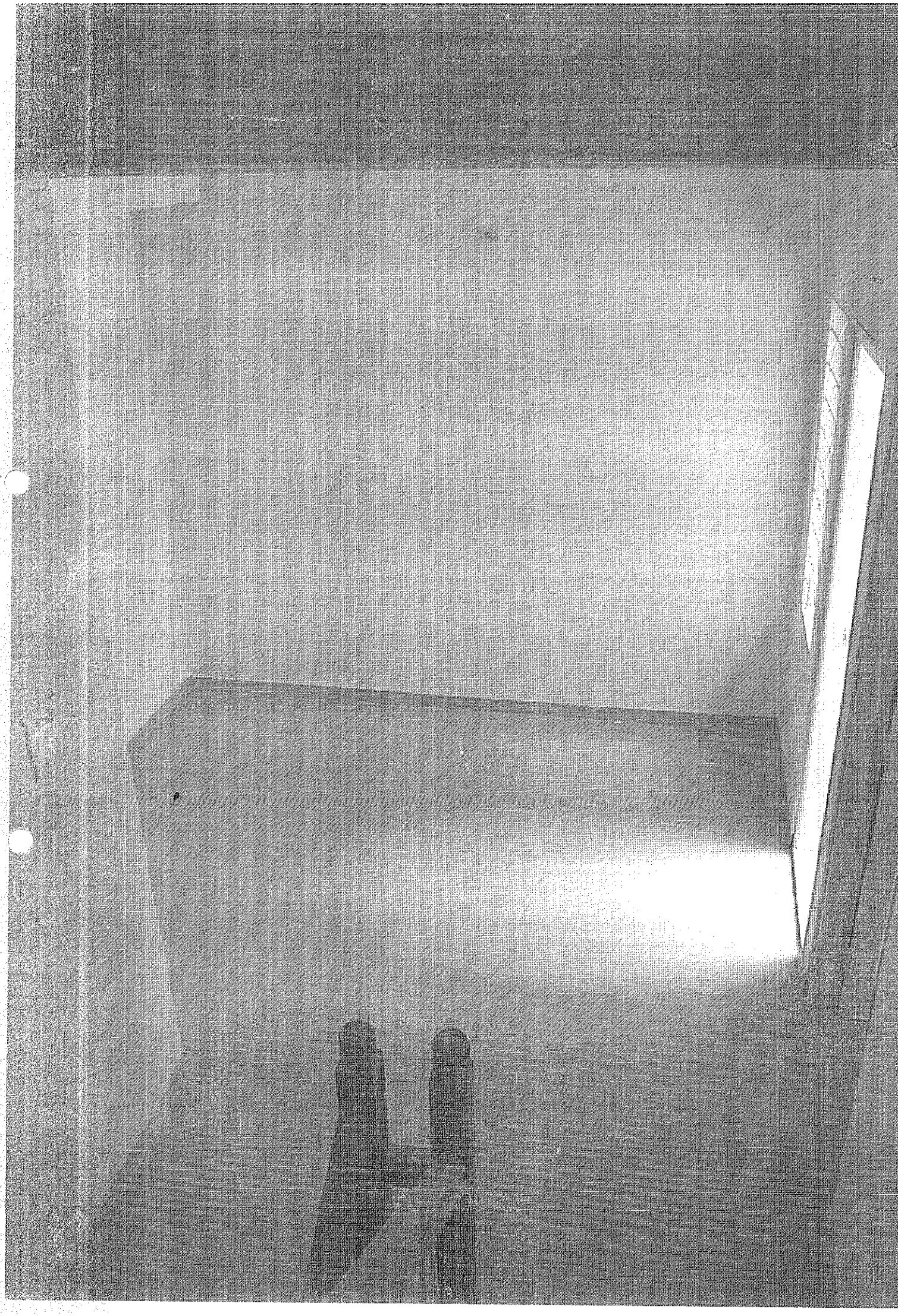
FILED ON: 23-06-2015

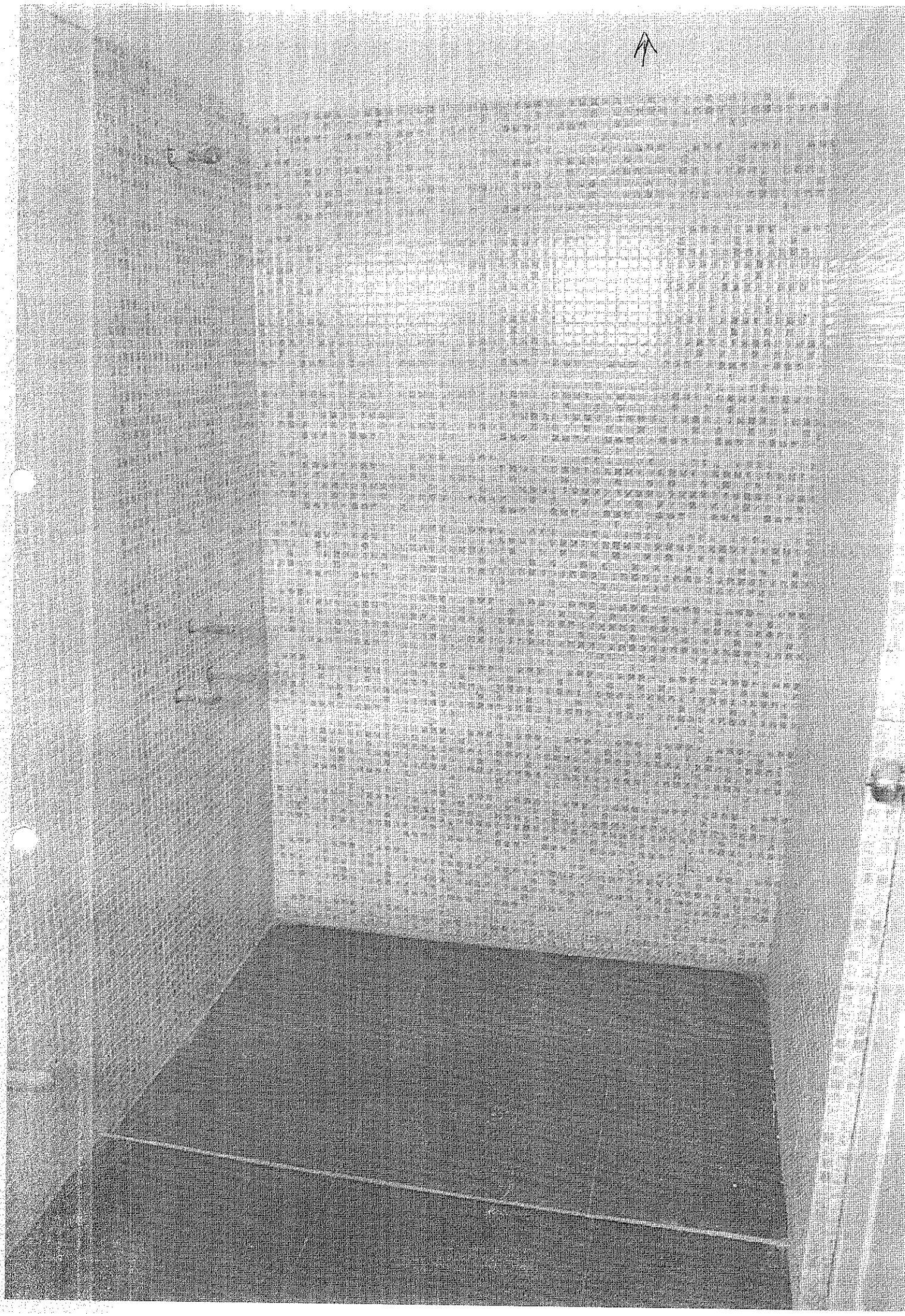
FILED BY:

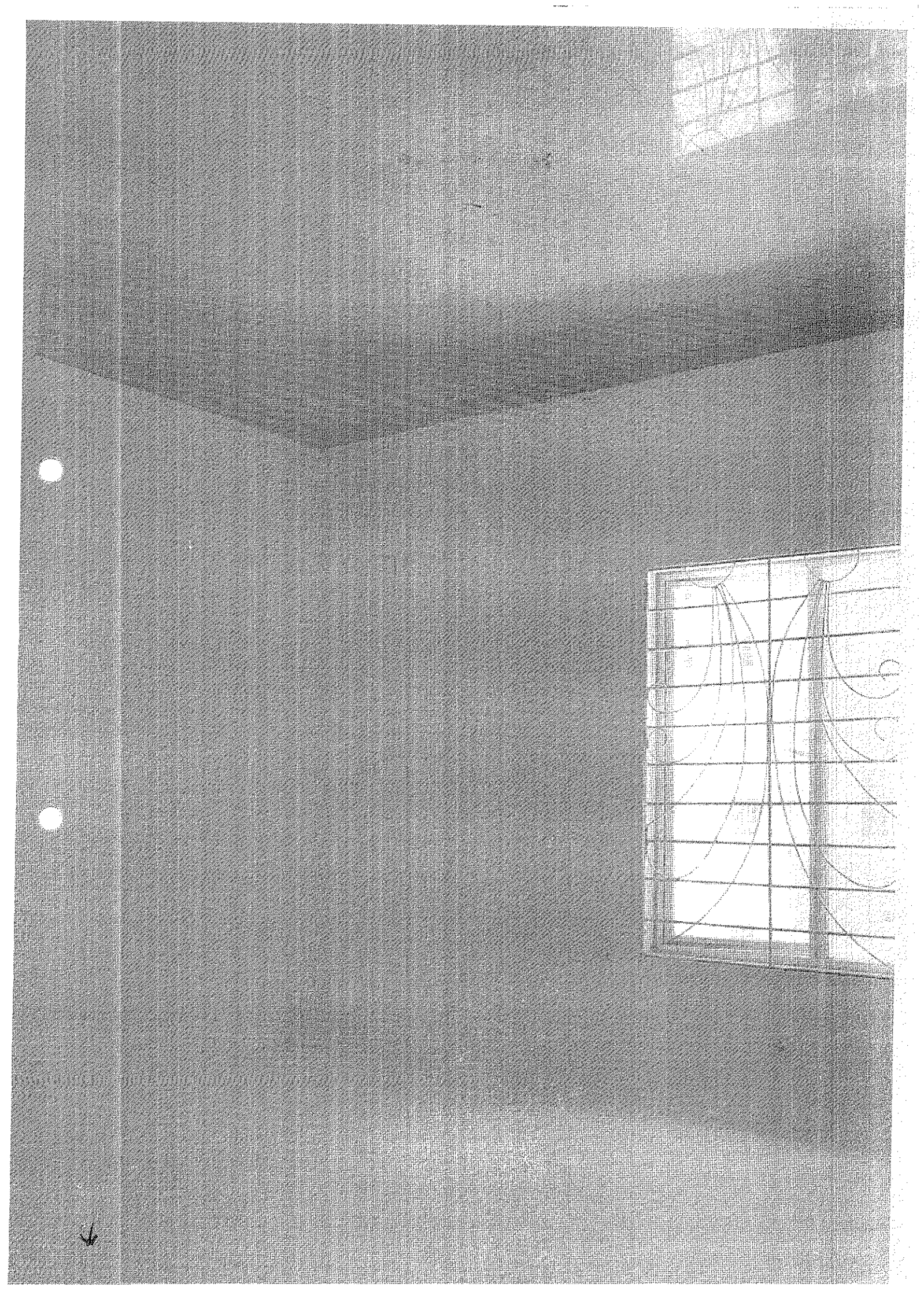
M/s G.L.Narasimha Rao, (AP/302/96)&
BCS REDDY,
Advocates, B.002, Prasad Enclave,
3-4-778, Barkatpura, Hyderabad

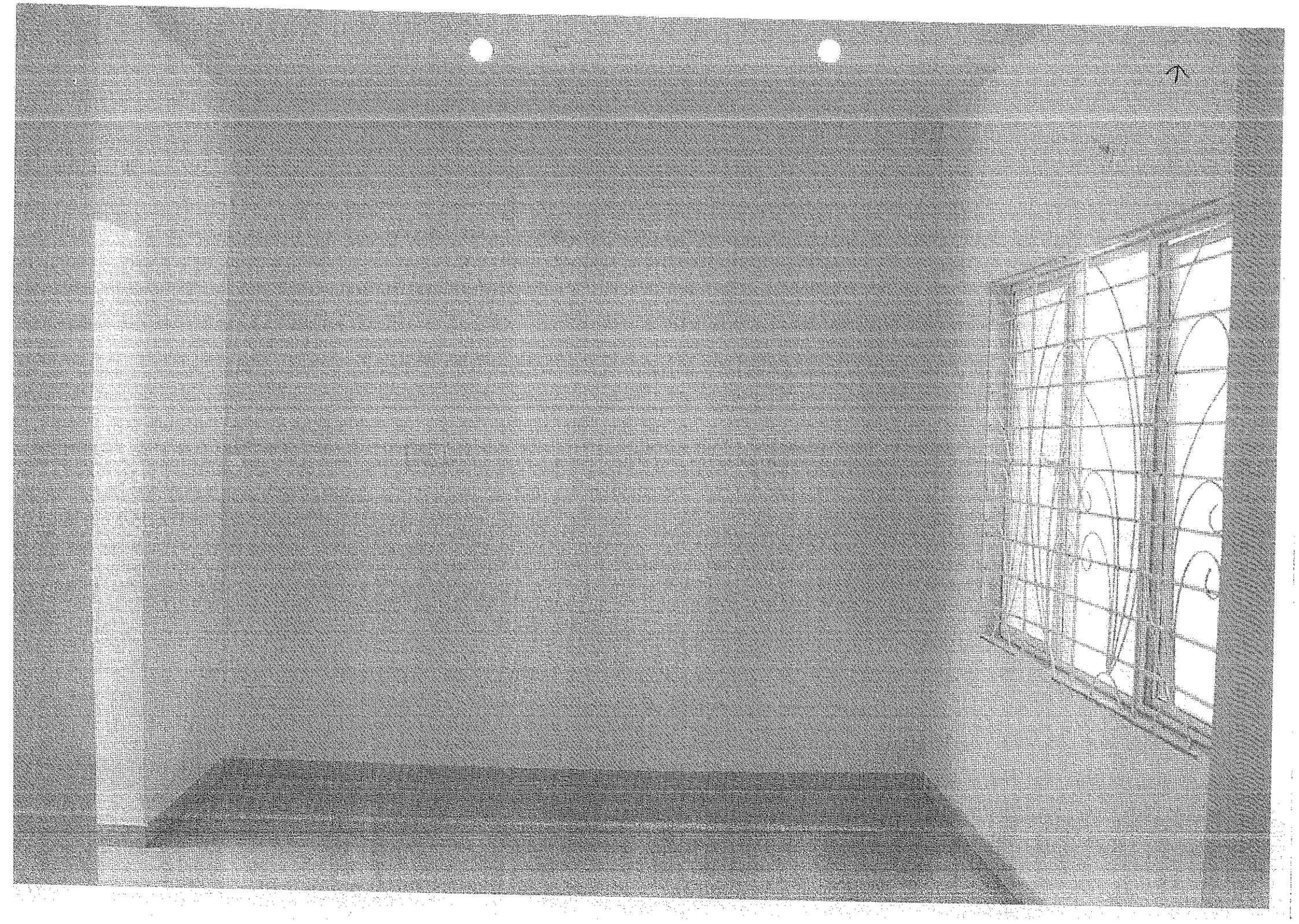
COUNSEL FOR COMPLAINANTS/PETITIONERS

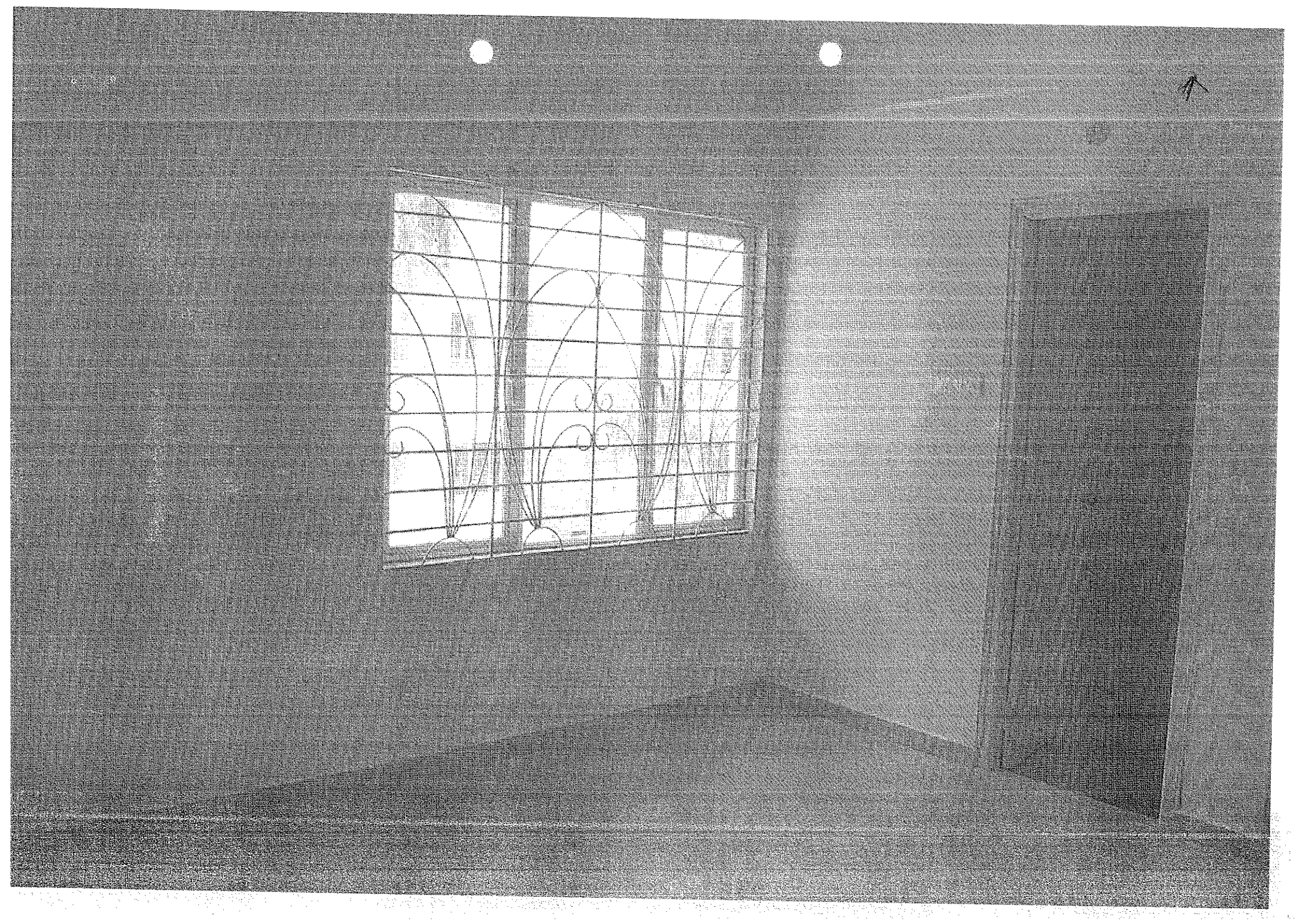
46

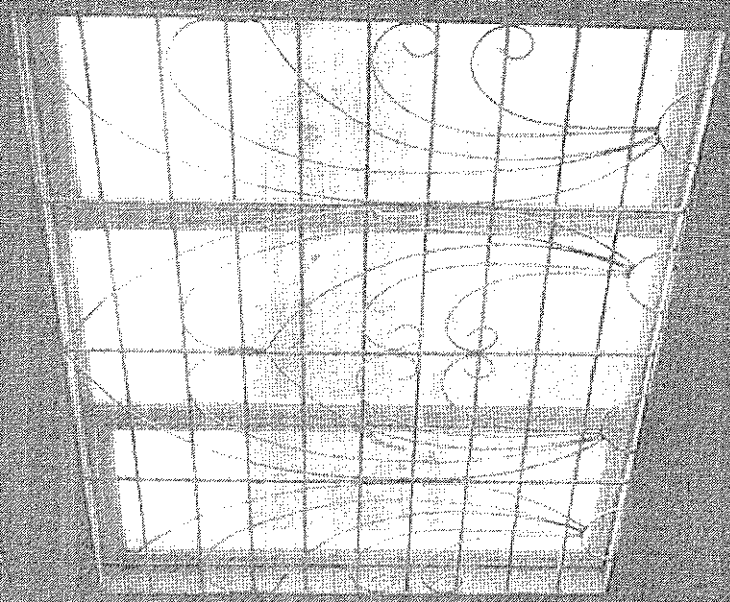


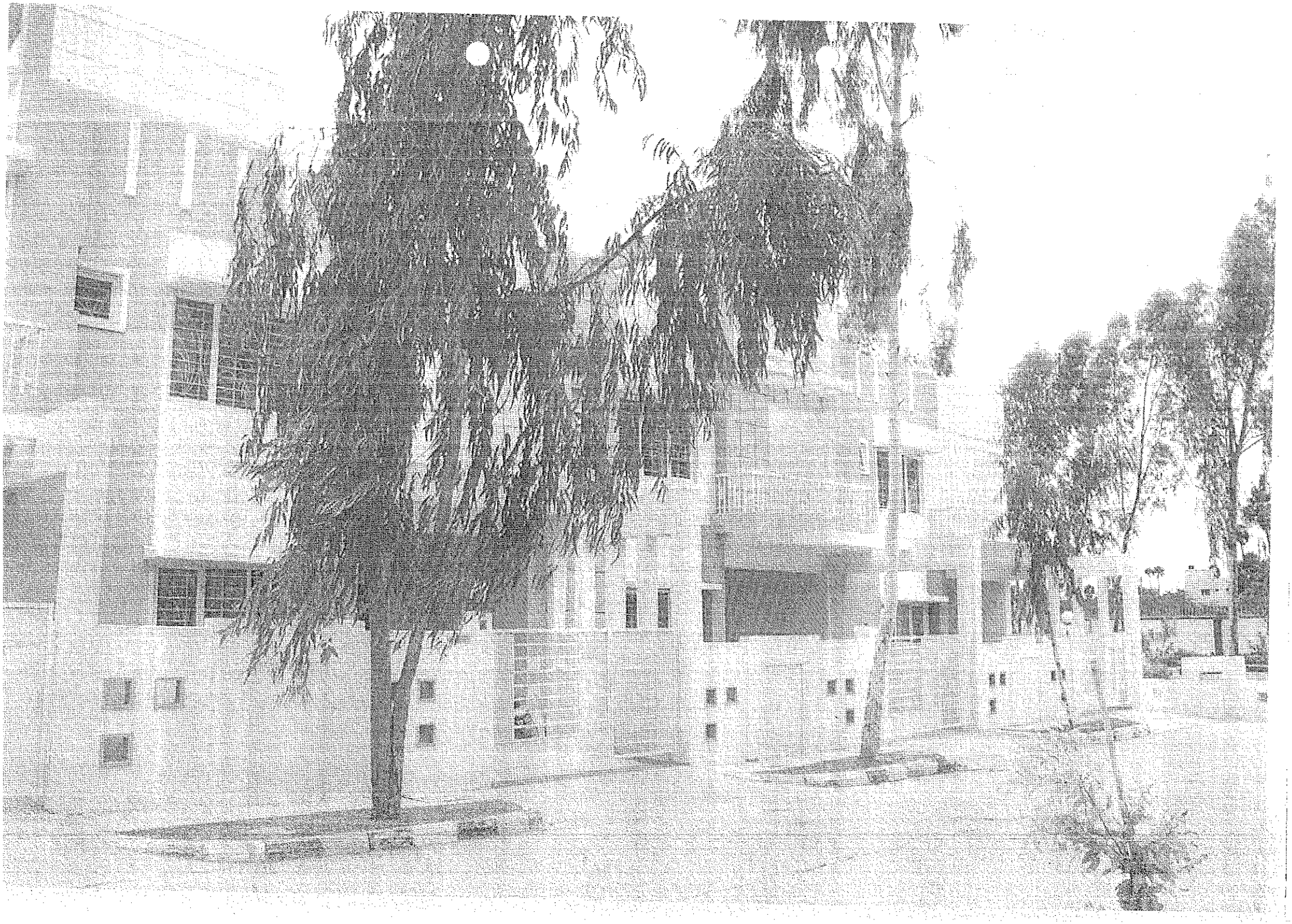


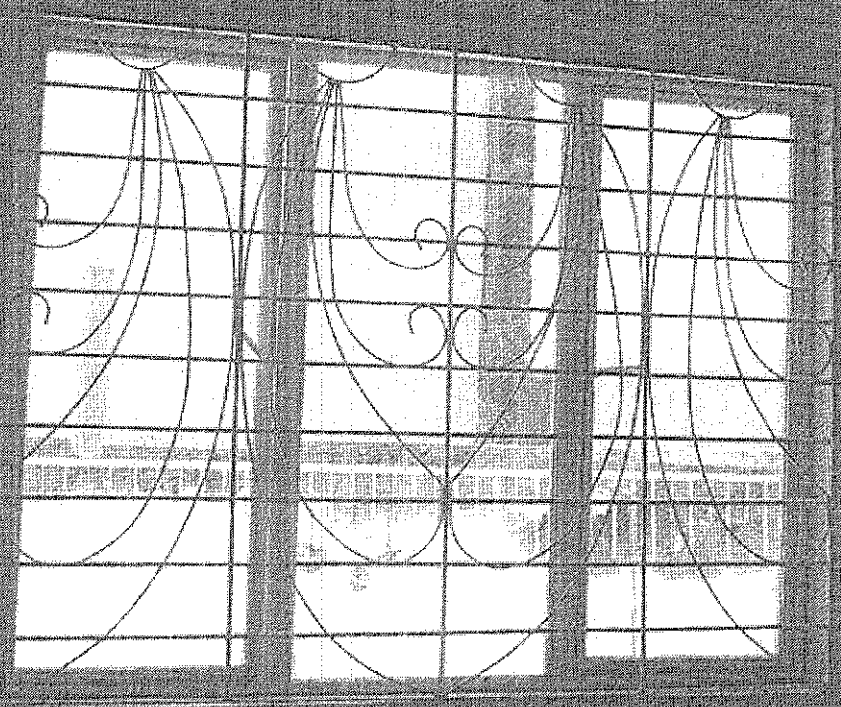












IN THE COURT OF THE HON'BLE XI ADDL. CHIEF METROPOLITAN MAGISTRATE AT SECUNDERABAD:

CC.NO. 788 OF 2014

Between:

M/s. Modi and Modi Constructions, a partnership firm having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad- 500 003 rep. by its Managing Partner Sri. Soham Modi, Authorized Signatory Mr. L. Ramacharyulu, S/o. L. Raghavenra Rao, Aged 52years R/o. Hyderabad

..... Complainant

And

Angadi Bhaskar, S/o. Angadi Ramappa, aged about 55 years, R/o.1-24-253, Plot No.32, Lothukunta, Alwal, Trimulgherry Post, Secunderabad – 500 015

... Accused

PETITION FILED UNDER SECTION 257 OLF CR.P.C

May it please your honour

The Complainant respectfully submit that the above case has been settled out of the court, therefore the Complainant prays that this Hon'ble Court may be pleased to permit the complainant to withdraw the above complaint hence, the same may be dismissed as not pressed.

Hence this Memo.

COUNSEL FOR COMPLAINANT

COMPLAINANT

HYDERABAD
DATE: 06.08.2014.

IN THE COURT OF THE HON'BLE XI ADDL. CHIEF METROPOLITAN MAGISTRATE AT SUCUNDERABAD:

C.C NO. 788 OF 2014

Between:

M/s. Modi and Modi Constructions,

...Complainant

And

Ms. Angadi Bhaskar,

... Accused

PETITION FILED UNDER SECUION 257 OF CR.PC

Filed on: 06.08.2014.

FILED BY:

SRI.C.BALAGOPAL
ADVOCATE

103, Suresh Harivillu Apartments,
Road No.11, West Marredpally,
Secunderabad.
Ph: 64570512

COUNSEL FOR COMPLAINANT

BEFORE THE DISTRICT CONSUMER FORUM, RANGA REDDY (DISTRICT COURT COMPOUND, N.T.R. NAGAR, HYDERABAD.).

CC 137/2014

BETWEEN:-

Mrs. Angadi Vijaya Laxmi & Another .....Complainants

VS

Modi & Modi Constructions,
Rep. by its Partner Soham Modi .....Opposite Party

NOTICE

Whereas the above named Complainant filed a complaint against you U/s 12 of Consumer Protection Act, 1986. Hence, you are here by directed to appear before this Forum on **09.07.2014** at 10.30. a.m., either in person or through an Advocate, and file your written version if any, with in prescribed time of 35 days from the date of receipt of this order, failing which complaint will be determined in accordance with law .

// BY ORDER //

D. Radhika 9/6/2014

SHERISTADAR
District Forum Ranga Reddy

Encl: Copy of Complaint

To:

Modi & Modi Constructions,
Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
M.G.Road, Secunderabad – 500 003.

Dis. No. 583 dt. 20-6-14

MODI PROPERTIES & INVESTMENT
INWARD
No. 199
Date 23/06/14
Sign.

OP copy

BEFORE THE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM
R.R. DISTRICT, AT L.B.NAGAR

C.C.No. 1137 OF 2014

BETWEEN:

1) Mrs. Angadi Vijaya Laxmi, W/o Bhaskar,
Age 56 years, Occ:House Wife.

2) Angadi Mahesh Kumar, S/o Bhaskar, Age:33 years,
Both are R/c 1-24-253/1, Flat No.32, Sri Sainagar,
Lotugunta, Alwal, Secunderabad-500015.

..Complainants

AND

Modi & Modi Constructions,
Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
MG Road, Secunderabad-500003

...Opposite Party

COMPLAINT FILED U/S.12 OF CONSUMER PROTECTION ACT, 1986

1. DESCRIPTION OF COMPLAINANT:

The description and the address of Complainants are as shown in the Cause Title above. The address of the Complainants for the purpose of service of all notices, summons, process is that of her Counsel M/s G.L.Narasimha Rao, Advocate, B.002, Prasad Enclave, Barkatpura, Hyderabad.

2. DESCRIPTION OF THE OPPOSITE PARTY:

The description and address of the Opposite Party for the purpose of service of all notices, summons, and processes is as shown in the Cause Title above.

3. The Complainants submit that the opposite party herein is Builder and Developer who used to purchasing the land and constructing the buildings/houses/villas/apartments and they have developed villas at Sy.No.128, 129, 132-136, situated at Rampally revenue village, Keesara Mandal, R.R. District under the name & style 'Nilgiri Homes'.

4. It is submitted that after knowing the same through publicity made by the opposite party, the complainants and the husband of 1st complainant and father of 2nd complainant by name A. Bhaskar herein went to the site and chosen to purchase independent Villa No.46 which was Skelton condition (only RCC ceiling was completed).

A. Vijaya Lakshmi

31/5/14.

5. It is submitted that with the conversation by the complainants along with A.Bhaskar and opposite party herein agreed to purchase the above said villa No.46 and the opposite party agreed to sell the same after completing the entire construction and hand over the same to the complainants and the span of payment of Rs.39,00,000/- lakhs has been fixed for a period of 9 months time. The same was accepted by the complainants and Rs.25,000/- has been paid by the complainants to the opposite party on 2nd Feb.2013 as booking advance by way of cheque No.315818 dated 20-02-2013 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2). The above amounts fixed and span of time is occurred as on oral agreement. Except the receipt as well as booking, there is no any written agreement took place on that day.

6. It is submitted by the complainants and the complainants has been paid Rs.2,00,000/- on 16-02-2013 as 1st installment vide cheque No.315822 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2) and Rs.5,00,000/- on 26-02-2013 as 2nd installment vide cheque No.024420 belongs to Mahesh Kumar. As such, the complainants paid Rs.7,25,000/- and on 25-02-2014 the opposite party called the complainants and entered agreement for fulfillment of written formalities between both parties. The opposite party represented by one Mr. Krishna Prasad on behalf of opposite party in hurried manner he was not shown the span of time by misleading the complainants the opposite party obtained the signature of the complainants on the agreement and pressurized for the bulky amounts of Rs.14,75,000/- at a time of in terms of shorter duration agreement. Immediately, after knowing the same, the complainants through their family elder A. Bhaskar, submitted a representation on 09-05-2014 with a proposal payment schedule in terms of 9 months opted plan and the same was received by the opposite party (represented Mr.Venkat Reddy and acknowledged the same). But there is no any replied received by the complainants and the complainants visited the office of the opposite party in the last week of May,2013 for their reply / answer either to execute their acceptance or to return back the amount of Rs.7,25,000/-already paid by the complainants. But there is no any response from the side of opposite party. That means it is deemed to admitted and accepted the span of 9 months time by the opposite party.

7. It is submitted that as the complainants applied for a housing loan and the LIC Housing Loan Financial Institution accorded Rs.22,00,000/- as Housing loan and the complainants have to be paid & fulfill the balance amount Rs.17,00,000/- as margin money for getting loan sanction. Therefore, there has

A.Vijayalakshmi Mahesh Kumar

been a shortfall of Rs.9,75,000/-. (Rs.17,00,000/- - 7,25,000/- = 9.75,000/-). For the short fall of the above said amount, the opposite party came forward to finance as hand loan with a view to honour their short term duration agreement as per terms and conditions therein as the head of the family of the complainants represented his grievance through the letter dated 09-05-2013 as stated supra. Accordingly, the complainants applied in writing as formality of the opposite party in support of un-dated cheque for Rs.9.75 lakhs as desired on 20-08-2013.

8. It is humbly submitted that the opposite party came forwarded to assist financial assistance because of their business promotion and reduced the 9 months span period to 4 months time, instead of paying entire short fall amount of Rs.9,75,000/-. The opposite party intentionally paid Rs.2,43,750/- as installments in a rotation manner duly obtained pre-undated cheques from the complaints' father and the complainant No.2. The details and modus operandi of the opposite party rotation is as below.

Amount	Date of credit to A.Bhaskar's account by M/s Modi	Date of debit from Bhaskar account to AV Mahesh Kumar A/C	Date of Credit to AV Mahesh Kumar A/C from A Bhaskar	Date of debit to M/s Modi account from Mahesh Kumar A/C
243750	17-Sep-13	21-Sep-13	21-Sep-13	24-Sep-13
243750	28-Sep-13	10-Oct-13	10-Oct-13	17-Oct-13
243750	21-Oct-13	25-Oct-13	25-Oct-13	31-Oct-13
243750	08-Nov-13	13-Nov-13	13-Nov-13	18-Nov-13
975000				

9. It is humbly submitted that from the above statement, it may be seen that the opposite party has paid an amount of Rs.9,75,000/- to the complainants in four (4) installments by means of rotating Rs.2,43,750/- in 4 transactions in the span of 6 months (from May 2013 to Nov.2013) thus resulted expiry of Housing loan validity and one cheque bounce issue. The same as stated above discloses the attitude of the opposite party in providing financial assistance. He was made Rs.2,43,750/- as Rs.9.75,000/- as such the opposite party was intentionally delayed 6 months. It is only made by them for not dropping the sale proposals by the complainants. But not else.

10. It is submitted that had the opposite party not encouraged for fulfillment of shortfall amount of Rs.9,75,000/- and sticked on to complainants proposal payment schedule of 9th May 2013, the said problem might not be arose and the complainants made their efforts for their own. But the opposite party neither

disposed the application dated 09-05-2013 nor he responded financial assistance with bonafied stipulated time.

11. It is submitted that on 20th November 2013 immediately after completion fulfillment of margin money as per above rotation manner, the opposite party forcedly and registered the villa on the complainants name though the villa was not made ready to occupy and it was in Skelton condition and got released the below mentioned amounts directly from the Housing loan financier without any intimation to the complainants.

1.	27th Nov. 2013	Rs.12,48,000/-
2.	27th Nov.2013	Rs. 6,22,000/-
3.	Total	Rs.18,70,000/- (Rupees eitnteen lakhs seventy

thousands only) got released from the financier (i.e. LIC Housing) without any intimation to the complainants. And remaining Rs.3,30,000/- retained with the financier awaiting the occupation letter from the opposite party to release those amounts.

12. It is submitted that even after 09-05-2013 correspondence was made by the complainants to the opposite party through e-mails right from December 2013 to till 09-02-2014, the opposite party did not respond properly and intimated as the complainants have due Rs.14,20,690/- duly adding the service tax Rs.1,15,690/- without producing any receipt. And further he mentioned that interest on delayed payments was not reflected in the statement as well as charges of extra specifications not included in the above statement. The said cryptic reply of the opposite party was shocked to the complainants. In fact, the complainants are dues only Rs.3.30,000/- which was retained with financier (LIC Housing) awaiting the letter of opposite party. In the case Rs.9.75,000/- which was not reimbursed by the father / husband of the complainants which is amounts kept in his bank awaiting for relaxation of said interest on delayed payments ready to pay and kept in the bank i.e. A.P. Vardhaman Mahila Cooperated Urban Bank Limited, Lothugunta Branch, vide A/c No.2291 since 16th Feb.2014. But so far, the opposite party not comforward to finalise by relaxing the imposition of interest amount and producing the service tax payment receipts to attend by the complainants.

13. It is humbly submitted by the complainants the tactics played by the opposite party for only the drag on the matter to avoid the physical possession of the Villa No.46 to the complainants as as on today the villa was not completed by the opposite party with one pretext or other. In fact, it has to be completed

A. Vijaya Lakshmi

by October 2013 and did not complete even today itself. And it leads the mental agony to the complainants even after paying the entire amounts and the complainants attending the installments to the financier since December 2013 but so far the opposite party not handed over the villa No.46 in Nilgiri Homes, by completing the same and handed over to the complainants along with Occupation letter. For that the complainants are entitled to a tune of Rs.25,000/- p.m. i.e. from October 2013 to handing over the possession of villa No.46 to the complainants and Rs.5,00,000/- as a mental agony caused by the opposite party for the harassment by way of sending notices for undue interest and delay in not handing over the said villa.

14. It is submitted that the complainants issued a statutory notice to the opposite party on 12-03-2014 for handing over the villa No.46. Otherwise, demanding damages and mental agony and the opposite party replied on 10-04-2014 with false allegations. Again the complainants issued another notice on 21-04-2014 for that there is no further reply from the opposite party.

Hence, this Complainant.

14. The cause of action arose on 20-02-2013, 16-02-2013 and 26-02-2013 (but wrongly mentioned as 26-06-2013) when the Complainant approached to Opposite Party for purchase the Villa No.46 and paid amount on Rs.7,25,000/- later on 27-11-2013 for Rs.18,70,000/- paid by the financier and remaining Rs.9,75,000/- paid by the complainants, on 24-09-2013 to 18-11-2013 and remaining amounts Rs.3,30,000/- retained with the financier (LIC Housing) awaiting for occupation letter by the opposite party. And the cause of action is still continuing. The opposite party send a notice to the father of complainant by depositing the cheque which was kept for security and without intimation and issued 138 N.I. Act Notice for harassing and complainants and family members even though there is elobarate correspondence by the complainants to the Opposite party to clear the payments. But there is no any positive respondent for amicable receiving the payments and handing over the villa to the complainants and issued notice on 12-03-2014 and on 21-04-2014. Hence the Complaint is filed within time.

15. The Complainant though residing at H.No.1-24-253/1, Srisainagar Colony, Lothugunta, Alwal, R.R. District and the property which involved in the present complaint situated in Rampally village of Keesara Mandal, R.R. District is within the territorial Jurisdiction of this Hon'ble Forum to entertain this Complaint.

16. The Complainant submits that the Complaint is filed within the stipulated period of two years limitation from the date of cause of action, which is still continuing.

It is, therefore, prayed that this Hon'ble Forum may be pleased to direct the Opposite Parties:

To direct the Opposite Party:

(a) to handed over the villa No.46 situated in Sy.No.128,129,130 to 136, Rampally village, Keesara mandal, R.R. District with immediate effect after completion of entire works along with occupation certificate.

(b) to direct the Opposite Party to pay a sum of Rs.25,000/- (RupeesTwenty Five thousands only) p.m. towards damages since October 2013 and

(c) to direct the Opposite Party to pay Rs.5,00,000/- for each complainant for creating mental agony and harassment caused by the opposite party even after receiving huge amounts.

(c) to award costs of this Complaint, and

(c) to pass such other relief or reliefs as this Hon'ble Forum deems fit and proper in the interest of justice.

Date: 26-05-2014
L.B.NAGAR

A. Vijaya Lakshmi 2 Mahesh Kumar
Complainants

VERIFICATION

I, Mrs. Angadi Vijaya Laxmi, W/o Bhaskar and A. Mahesh Kumar, S/o Bhaskar, do hereby declare that the facts stated supra are true to the best of my knowledge, information and belief. Hence verified on 26-05-2014 at L.B.NAGAR.

A. Vijaya Lakshmi Mahesh Kumar

Date: 26-05-2014
L.B.NAGAR

Complainant

In the Court of the DIST CONSUMER FORUM

AT L.B.NAGAR. RR DIST

CC No. 137 of 2014

Between :

Ms Angadi Vijaya Laxmi & Another — Plaintiff / Petitioner / Complainant / Appellant

Modi & Modi Constructions — Defendent / Respondent / Accused

I/We Modi & Modi Constructions
Rep by Partner Soham Modi
5-4-187/3&4 M.G. Road
Sec-Bad

do hereby appoint and retain

C. BALA GOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRAMOULI
ADVOCATES

Advocate/s to appear for me/us in the above Suit/Appeal/Petition/Case and to conduct and prosecute and defend the same and all proceedings that may be taken in respect of any application for execution of any decree or order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceedings in the above suit or matter till all decrees or order are fully satisfied or adjusted to compromise and obtain the return of Documents and draw any money that might be payable to me/us in the said Suit or matter and I/We do further empower my/our Advocate/s to accept on my/our behalf, service of notice of all or any appeal or petition filed in any Court or appeal Reference or Revision with regard to the said suit or matter before disposal of this same in Honourable Court.

For Modi & Modi Constructions
Partner

Certified that the executant who is well acquainted with English, read this Vakalatnama that the contents of this Vakalatnama were read out and explained in Urdu /Hindi/Telugu to executant he/she/they being unacquainted with English who appeared perfectly to understand the same and signed or put his/her/their name or mark in my presence.

Identified by : Sri C.V. Chandramouli

Executed on this the 29th Day of July 2014

ADVOCATE

In the Court of the
DIST- CONSUMER FORUM RR DIST
AT L.B. Nagar
CC No. 137 of 2014

Between :

Angadi Vijaya Laxmi — Plaintiff / Petitioner / Appellant / Complainant

AND

Modi & Modi Constructions — Defendent / Respondent / Accused

VAKALAT
ACCEPTED

Filed on : 9-7-14

Filed By :

Advocate for : OPPOSITE PARTY

Address for Service :

☎ : Off. 64570512
Cell : 94417 82451
92461 72988

C. BALA GOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRAMOULI
ADVOCATES

Flat No. 103,Suresh Harivillu Apts.
Road No. 11, West Marredpally
Secunderabad-500 026.

In the Court of the DIST CONSUMER FORUM

AT L.B.NAGAR. RR DIST

CC No. 137 of 2014

Between :

Ms Angadi Vijaya Laxmi & Another — Plaintiff / Petitioner / Complainant / Appellant

Modi & Modi Constructions — Defendent / Respondent / Accused

I/We Modi & Modi Constructions
Rep by Partner Soham Modi
5-4-187/3&4 M.G. Road
Sec-Bad

do hereby appoint and retain

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AMEERUNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRAMOULI
ADVOCATES

Advocate/s to appear for me/us in the above Suit/Appeal/Petition/Case and to conduct and prosecute and defend the same and all proceedings that may be taken in respect of any application for execution of any decree or order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceedings in the above suit or matter till all decrees or order are fully satisfied or adjusted to compromise and obtain the return of Documents and draw any money that might be payable to me/us in the said Suit or matter and I/We do further empower my/our Advocate/s to accept on my/our behalf, service of notice of all or any appeal or petition filed in any Court or appeal Reference or Revision with regard to the said suit or matter before disposal of this same in Honourable Court.

For Modi & Modi Constructions
Partner

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Identified by : Sri C.V. Chandramouli

Executed on this the 29th Day of July 2014

ADVOCATE

In the Court of the DIST. CONSUMER FORUM RR DIST

AT L.B. Nagar

CC No. 137 of 2014

Between :

Angadi Vijaya Laxmi — Plaintiff / Petitioner / Appellant / Complainant

AND

Modi & Modi Constructions — Defendent / Respondent / Accused

VAKALAT

ACCEPTED

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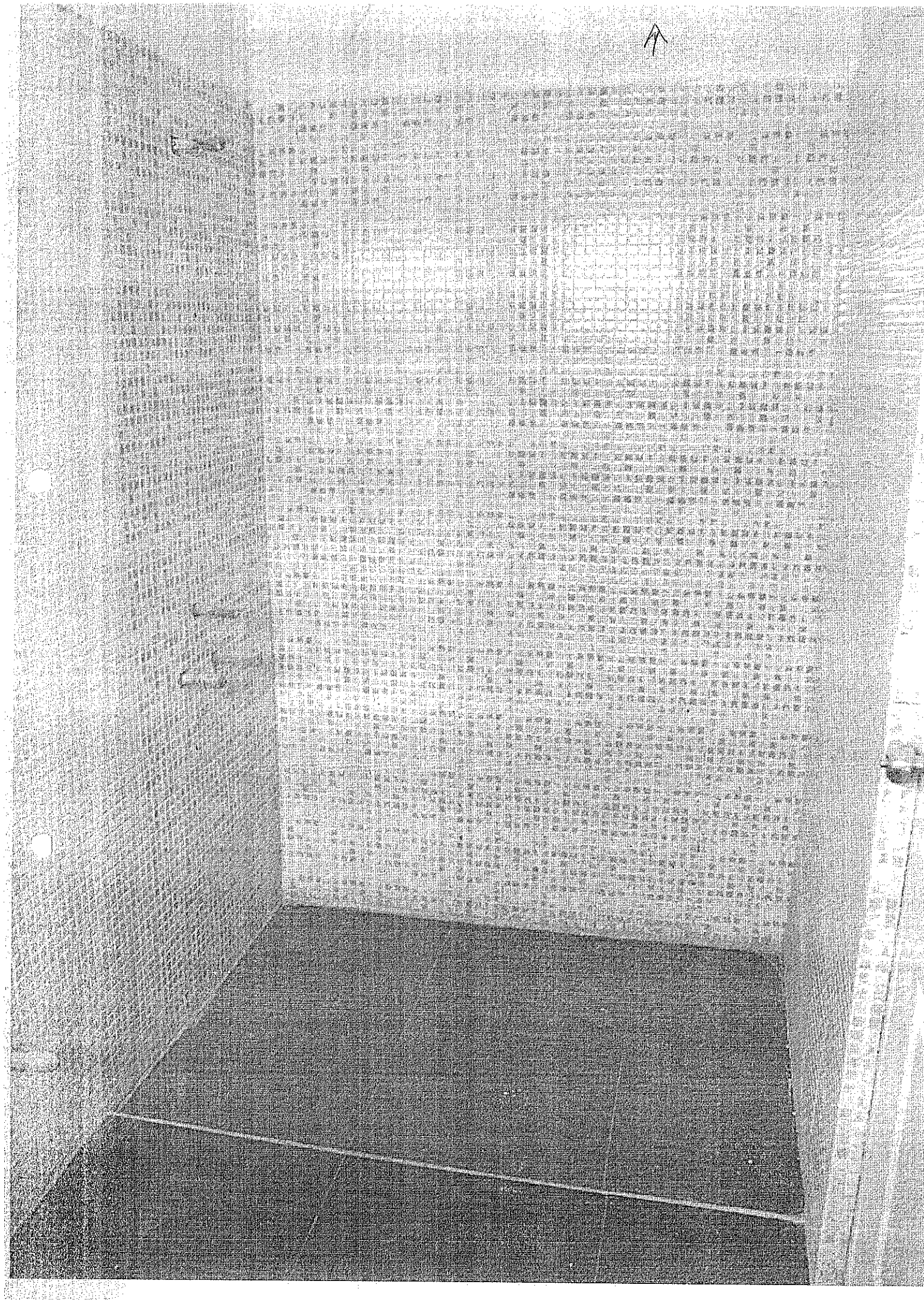
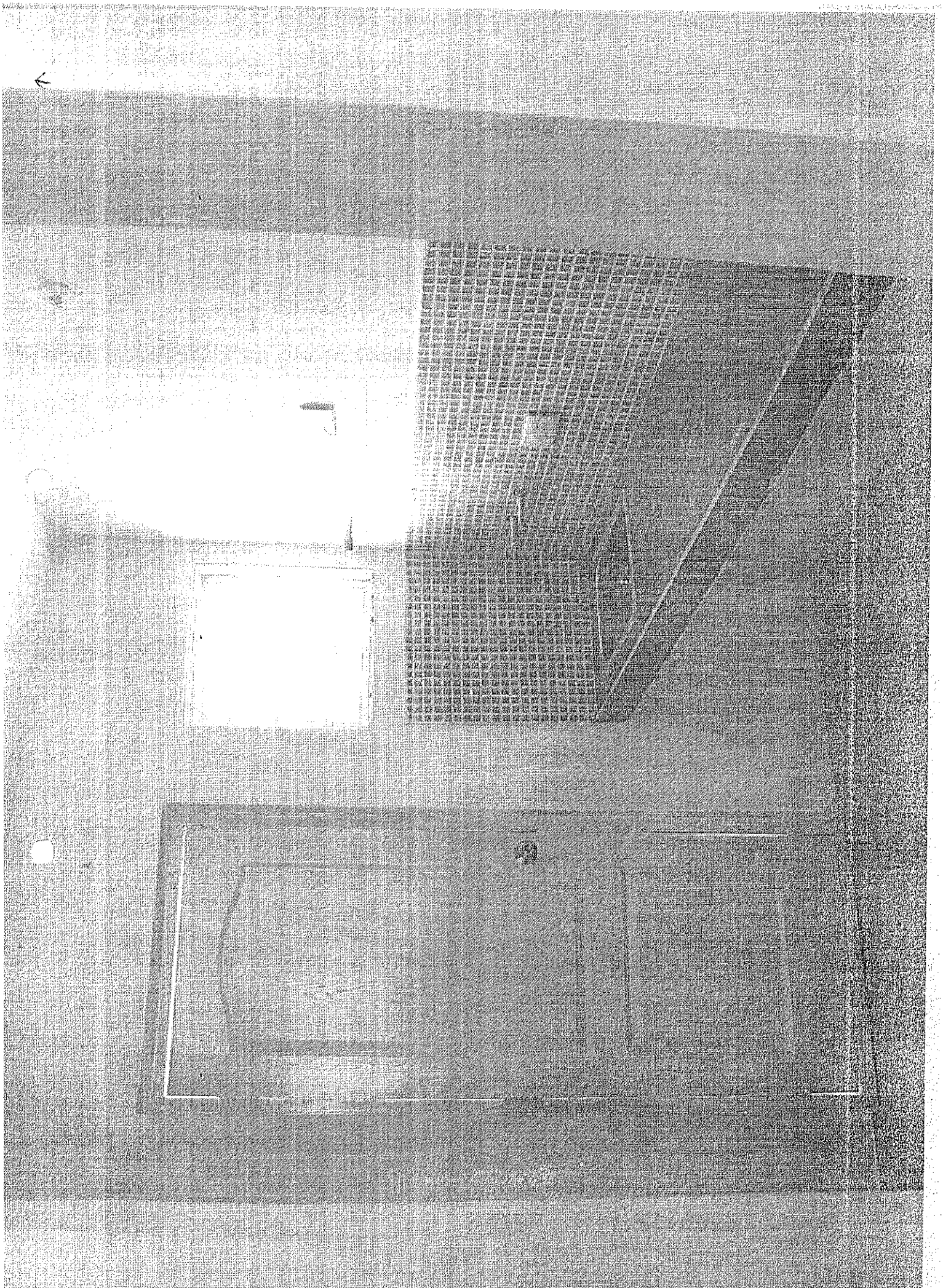
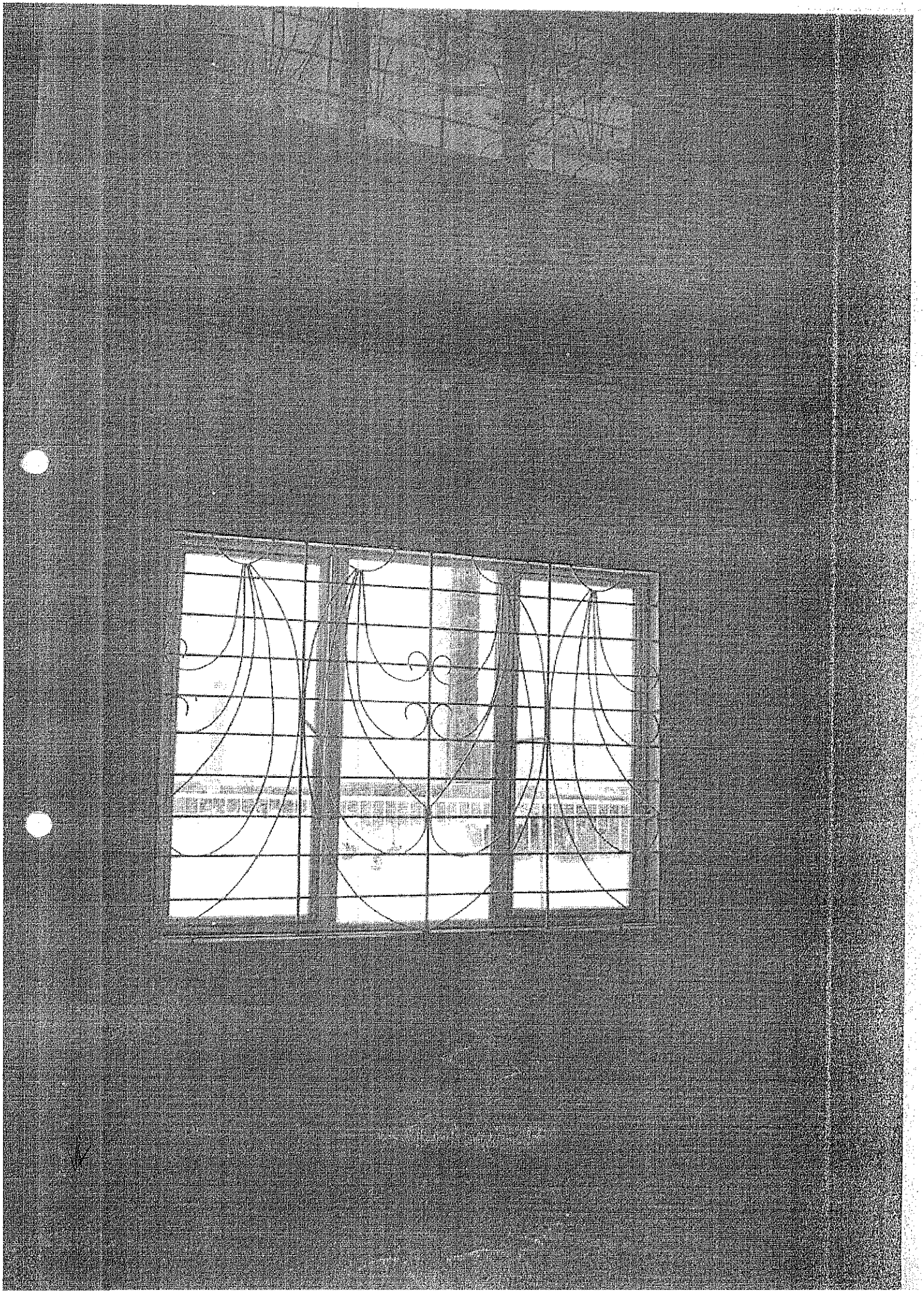
Flat No. 103, Suresh Harivillu Apts.
Road No. 11, West Marredpally
Secunderabad-500 026.

46







IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015
IN
C.C. No: 137 OF 2014

Between:

Modi & Modi Constructions ...Petitioner/Opposite Party

And

Smt.A. Vijaya Lakshmi & Ors ...Respondents/Complainants

AFFIDAVIT

I, Soham Modi S/o Sri Satish Modi, aged 41 years, occupation: Business, at 5-4-187/3&4, II Floor Soham Mansion, M.G.Road, Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the Managing Partner of the Petitioner/OP herein as such I am well acquainted with the facts deposed hereunder.

2. I submit that the respondents herein as filed the above complaint based on certain allegations which are not true and respondents/complainants have also suppressed.

3. I submit that the complainant No.1 has filed the chief affidavit on behalf of the complainants as PW1; respondents have made certain allegations in the chief affidavit against the opposite party.

4. I submit that this Hon'ble Court must permit me to cross examine PW1 to bring out true facts so that it would help this Hon'ble Forum to adjudicate the complaint.

5. I submit that the complainants have also taken as prayed in the complaint that the Villa No.46 should be immediately handedover after complection of entire works. I further submit that the Villa is complete in all respects and ready for being handedover to the complainants. An advocate commissioner may be appointed to record the status of the constructions.

I therefore pray that the petitioner/opposite party through its counsel should be allowed to cross examine the complainants.

I further pray that an advocate commissioner may be appointed by this Hon'ble Forum to record the stage of construction of Villa No.46.

Sworn and signed before me
on this 07/01/2014.

Deponent.

Advocate / L.B.Nagar

012

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015
IN
C.C. No: 137 OF 2014

Between:

Modi & Modi Constructions ...Petitioner/Opposite Party

And

Smt.A. Vijaya Lakshmi & Ors ...Respondents/Complainants

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Advocate / L.B.Nagar

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015

IN

C.C. No: 137 OF 2014

Between:

Modi & Modi Constructions, a partnership firm
Having its registered office at 5-4-187/3 & 4,
Soham Mansion, M. G. Road, Secunderabad
Represented by its Managing Partner,
Sri Soham Modi S/o Sri Satish Modi aged 44 years,
...Petitioner/Opposite Party

And

1. Smt.A. Vijaya Lakshmi W/o. A. Bhasker
   Aged 56 years,

2. A.Mahesh Kumar S/o A Bhasker,
   Aged 31 years, Occupation Service
   Both R/o. H.No.1-24-253/1, Plot No. 32,
   Sri Sai Nagar Colony, Loathkunta,
   Alwal, Secunderabad – 15. ...Respondents/Complainants

PETITION FILED UNDER ORDER XXVI RULE (9) OF C P C

For the reasons stated in the accompaying affidavit it is prayed that this Hon'ble Forum may be pleased to appoint an advocate commissioner for local investigations and pass such other order or orders as the Hon'ble Forum deems fit and proper in the circumstances of the case.

Date: 07.01.2015
L.B. Nagar.

Counsel for Petitioner

IN THE COURT OF THE DISTRICT
CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015
IN
C.C. No: 137 OF 2014

Between:

Modi & Modi Constructions

...Petitioner/Opposite Party

And

Smt.A. Vijaya Lakshmi & Ors

...Respondents/Complainants

PETITION FILED UNDER ORDER XXVI RULE (9) OF C P C

Filed on: 08.01.2015

Filed by:

Sri C.BALAGOPAL
ADVOCATE

Flat No.103, Suresh Harivillu Apts
Road No.11, West Marredpally
Secunderabad – 26.
Ph: 64570512

COUNSEL FOR OPPOSITE PARTY

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015
IN
C.C. No: 137 OF 2014

Between:

Modi & Modi Constructions ...Petitioner/Opposite Party

And

Smt.A. Vijaya Lakshmi & Ors ...Respondents/Complainants

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Sworn and signed before me
on this 07/01/2014.

Deponent.

Advocate / L.B.Nagar

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015

IN

C.C. No: 137 OF 2014

Between:

Modi & Modi Constructions, a partnership firm
Having its registered office at 5-4-187/3 & 4,
Soham Mansion, M. G. Road, Secunderabad
Represented by its Managing Partner,
Sri Soham Modi S/o Sri Satish Modi aged 44 years,
...Petitioner/Opposite Party

And

1. Smt.A. Vijaya Lakshmi W/o. A. Bhasker
   Aged 56 years,

2. A.Mahesh Kumar S/o A Bhasker,
   Aged 31 years, Occupation Service
   Both R/o. H.No.1-24-253/1, Plot No. 32,
   Sri Sai Nagar Colony, Loathkunta,
   Alwal, Secunderabad – 15. ...Respondents/Complainants

PETITION FILED UNDER SECTION 151 OF C P C

For the reasons stated in the accompaying affidavit it is prayed that this Hon'ble Forum may be pleased to permit the petitioner to cross examine PW1 and pass such other order or orders as the Hon'ble Forum deems fit and proper in the circumstances of the case.

Date: 07.01.2015
L.B. Nagar.

Counsel for Petitioner

IN THE COURT OF THE DISTRICT
CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015
IN
C.C. No: 137 OF 2014

Between:

Modi & Modi Constructions

...Petitioner/Opposite Party

And

Smt.A. Vijaya Lakshmi & Ors

...Respondents/Complainants

PETITION FILED UNDER SECTION
151 OF C P C

Filed on: 08.01.2015

Filed by:

Sri C.BALAGOPAL
ADVOCATE

Flat No.103, Suresh Harivillu Apts
Road No.11, West Marredpally
Secunderabad – 26.
Ph: 64570512

COUNSEL FOR OPPOSITE PARTY

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015

IN

C.C. No: 137 OF 2014

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1. Smt.A. Vijaya Lakshmi W/o. A. Bhasker
   Aged 56 years,

2. A.Mahesh Kumar S/o A Bhasker,
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Date: 07.01.2015
L.B. Nagar.

Counsel for Petitioner

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CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015
IN
C.C. No: 137 OF 2014

Between:

Modi & Modi Constructions

...Petitioner/Opposite Party

And

Smt.A. Vijaya Lakshmi & Ors

...Respondents/Complainants

PETITION FILED UNDER SECTION
151 OF C P C

Filed on: 08.01.2015

Filed by:

Sri C.BALAGOPAL
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COUNSEL FOR OPPOSITE PARTY

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015
IN
C.C. No: 137 OF 2014

Between:

Modi & Modi Constructions ...Petitioner/Opposite Party

And

Smt.A. Vijaya Lakshmi & Ors ...Respondents/Complainants

AFFIDAVIT

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Sworn and signed before me
on this 07/01/2014.

Deponent.

Advocate / L.B.Nagar

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015

IN

C.C. No: 137 OF 2014

Between:

Modi & Modi Constructions, a partnership firm
Having its registered office at 5-4-187/3 & 4,
Soham Mansion, M. G. Road, Secunderabad
Represented by its Managing Partner,
Sri Soham Modi S/o Sri Satish Modi aged 44 years,
...Petitioner/Opposite Party

And

1. Smt.A. Vijaya Lakshmi W/o. A. Bhasker
   Aged 56 years,

2. A.Mahesh Kumar S/o A Bhasker,
   Aged 31 years, Occupation Service
   Both R/o. H.No.1-24-253/1, Plot No. 32,
   Sri Sai Nagar Colony, Loathkunta,
   Alwal, Secunderabad – 15. ...Respondents/Complainants

PETITION FILED UNDER ORDER XXVI RULE (9) OF C P C

For the reasons stated in the accompaying affidavit it is prayed that this Hon'ble Forum may be pleased to appoint an advocate commissioner for local investigations and pass such other order or orders as the Hon'ble Forum deems fit and proper in the circumstances of the case.

Date: 07.01.2015
L.B. Nagar.

Counsel for Petitioner

IN THE COURT OF THE DISTRICT
CONSUMER FOURM, RR DISTRICT
AT: L B NAGAR

I.A.NO. OF 2015
IN
C.C. No: 137 OF 2014

Between:

Modi & Modi Constructions

...Petitioner/Opposite Party

And

Smt.A. Vijaya Lakshmi & Ors

...Respondents/Complainants

PETITION FILED UNDER ORDER
XXVI RULE (9) OF C P C

Filed on: 08.01.2015

Filed by:

Sri C.BALAGOPAL
ADVOCATE

Flat No.103, Suresh Harivillu Apts
Road No.11, West Marredpally
Secunderabad – 26.
Ph: 64570512

COUNSEL FOR OPPOSITE PARTY

IN THE COURT OF THE HON'BLE DISTRICT CONSUMER FORUM, R.R. DISTRICT

I.A.No. 8 of 2015

In

C.C. No. 137 of 2014

Between:

Modi & Modi Constructions

.... Petitioner/Opposite Party

And

A. Vijaya Laxmi & Others.

...Respondent/Petitioner

COMMON COUNTER AFFIDAVIT FILED BY THE RESPONDENTS 1 & 2

I, Mrs. Angadi Vijaya Laxmi, W/o Bhaskar, Age 56 years, Occ:House Wife, R/o 1-24-253/1, Flat No.32, Sri Sainagar, Lotugunta, Alwal, Secunderabad-500015, do hereby solemnly affirm and state on oath as under:-

1. That I am the deponent herein and respondent No.1 in the above case as such well acquainted with the facts of the case. I am filing this counter affidavit on behalf of 2nd respondent who is none other than my son and authorized to do so.

2. I submit that the petitioner / O.P. filed the above two petitions for seeking cross examination of PW-1 as well as appointment of Advocate Commissioner for recording the completion of construction of subject villa.

3. I submit that the petitioner filed the above 2 petitions to drag the matter for delayed tactics. Even the policy decision taken by the Consumer Forums there is no need to any cross of the witnesses to out come of the lacunas of the opposite party for completion of delaying and handling over the villa to the complaints i.e. to us. If he undertakes and if filed a memo by accepting as entire construction of villa has been completed and no objection to hand over the same to the complainants if the petitioner ready to handover the same to us. We are ready to take the same by accepting his willingness. For that reasons there is no need to appointment of Advocate Commissioner to report the completion of the construction. If he filed memo we will accept the same to take over the possession from that date onwards. Thereby the seeking of Advocate Commissioner is does not require. It is only purposefully filed to drag the same with a malafied intention which was caused mental agony to us.

A. Vijaya Lakshmi

4. I submit that as per the terms as I have stated in my complaint and Chief Affidavit I was paid entire amounts to him and remaining Rs.3,30,000/- is retained with the Financier which the said property was mortgaged. If the petitioner/O.P. is given occupation certification of the villa, I will request my banker to release remaining Rs.3.30,000/- which was due for want of occupation certificate. Thereby there is no dispute in this regard. But wantonly he is dragging the matter by filing several petitions which is same is not permitted by law.

I therefore, pray that this Hon'ble court may please to dismiss the above said applications filed by the Opposite Party with exemplary costs and in the interest of Justice.

Sworn and singed before me on
this the 06-02-2015
at Hyderabad.

~~Deponent~~

A. Vijaya Lakshmi

Advocate :: Hyderabad

IN THE COURT OF THE
HON'BLE DISTRICT
CONSUMER FORUM, R.R.
DISTRICT

I.A.No. 8
of 2015
In

C.C. No. 137 of 2014

Between:

Modi & Modi Constructions
.... Petitioner/Opposite
Party

25/2

A n d
A. Vijaya Laxmi & Others.
...Respondent/Petitioner

COMMON COUNTER
AFFIDAVIT FILED BY THE
RESPONDENTS 1 & 2

COUNTER AFFIDAVIT FILED BY THE
RESPONDENTS 1 & 2

FILED ON: 06-02-2015

FILED BY:

M/s G.L.NARASIMHARAO,
SAMULARAMREDDY&
B.C.S.REDDY,
Advocates,
3-4-778,BARKATHPURA,
HYDERABAD.

IN THE COURT OF THE DISTRICT CONSUMER FOURM, RR DISTRICT
AT : L B NAGAR

C.C. No: 137 OF 2014

Between:

Smt.A. Vijaya Lakshmi & another ... COMPLAINANTS

And
Modi & Modi Constructions, ... Opposite Party

WRITTEN SUBMISSIONS OF THE OPPOSITE PARTY

The Opposite party humbly sbumit as follows:

The Opposite Party denies all adverse submissions made in the complaint and if any submission not specifically denied should not be deemed to have been admitted by the opposite party.

With regard to para 1 and 2 the same are formal and do not call for any reply.

With regard to para 3 the submissions therein are true and hence not denied.

With regard to para No.4 it is true that the complainants went to the site and chose to purcahse Villa No. 46 which was in the initial state of construction at that point of time.

With regard to para No.5 it is true that the opposite party agreed to sell Villa No.46 after completing the construction and hand over the same to the complainants on receipt of complete sale consideration of Rs.39 lakhs as per the schedule mentioned in clause 3 of the agreement of sale. It is true that the complainants paid a booking advance of Rs.25,000/- on 2nd February'2013 by way of Cheque dtd. 20th February'2013. It is not true to say that the total amount payable and also the time frame for delivery was agreed upon orally between the complainant and the opposite party. It is pertinenet to mention here that the Opposite Party does not have practice of agreeing or finalising monetory transactions orally. The Opposite party and the complainant No.2 had entered in to an agreement of sale on 25th February'2013, ie. Within five days of receipt of the booking advance. All the terms and conditions incluidng payments to be made by the complainants are clearely enumarated in the said agreement of sale.

For MODI & MODI CONSTRUCTIONS

With regard to para No.6 it is true that the complainants paid an amount of Rs.2 lakhs on 16th February'2013 as 1st installment through a cheque but it is not true to say that Rs.5 lakhs was paid on 26th February'2013. In fact the above Rs.5 lakhs was paid on 26th June'2013. It is not true to say that the complainants have paid Rs.7,25,000/- as on the date of the agreement of sale ie., 25.2.2013 but wrongly mentioned as 25.2.2014 in the complaint. It is true that Mr. Krishna Prasad, Manager- Cuistomer Relations was coordinating with the compainants but it is not true to say that the complainants were mislead by him and obtained signature of the complainants. The agreement was signed only by complainant No.2 and not both the complainants. The payment schedule was already agreed upon at the time of booking and the same has been mentioned at clause No.3 of the agreement. The complainant No.2 who has signed the agreement has been breifed about the payment scheule and moreover the copy of the agreement of sale is with the complainant. It is not true to say that the complainants were pressuried for the bulky amounts of Rs.14, 75,000/- it was only as per the agreement. It is true that a proposal on 09/05/2014 was given on behalf of the complainants regarding payment of payment schedule with in 9 months but the same was not accepted by the opposite party, as it was against the terms of agreed agreement.

With regard to para no.7 the opposite party does not have any personal knowledge regarding the transcation of the complinant with the LIC Housing Loan financial institution and hence the same is denied. The other facts in the said para regarding handloan is true.

With regard to para no.8 the averments therein are true.

With regard to para no.9 it is true that 9,75,000/- was paid to the complainant in four instalments but all the other averments are false and hence denied.

With regard to para no.10 the averments therein are false and hence denied.

With regard to para no.11 it is not true to say that the opposite party forcebily registred villa on the complainants name though the villa was not ready. It is not true to say that the opposite party got released the loan amount from LIC Housing Finance without the complainant knowledge.

For MODI & MODI CONSTRUCTIONS

Partner

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Between:
Smt.A. Vijaya Lakshmi & another
... COMPLAINANTS

And

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Filed on:

Filed by:

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ADVOCATE

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With regard to para 1 and 2 the same are formal and do not call for any reply.

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With regard to para No.4 it is true that the complainants went to the site and chose to purcahse Villa No. 46 which was in the initial state of construction at that point of time.

With regard to para No.5 it is true that the opposite party agreed to sell Villa No.46 after completing the construction and hand over the same to the complainants on receipt of complete sale consideration of Rs.39 lakhs as per the schedule mentioned in clause 3 of the agreement of sale. It is true that the complainants paid a booking advance of Rs.25,000/- on 2nd February'2013 by way of Cheque dtd. 20th February'2013. It is not true to say that the total amount payable and also the time frame for delivery was agreed upon orally between the complainant and the opposite party. It is pertinenet to mention here that the Opposite Party does not have practice of agreeing or finalising monetory transactions orally. The Opposite party and the complainant No.2 had entered in to an agreement of sale on 25th February'2013, ie. Within five days of receipt of the booking advance. All the terms and conditions incluidng payments to be made by the complainants are clearely enumarated in the said agreement of sale.

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BEFORE THE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM
R.R. DISTRICT, AT L.B.NAGAR

C.C.No. 137 OF 2014

BETWEEN:

1) Mrs. Angadi Vijaya Laxmi, W/o Bhaskar,
Age 56 years, Occ:House Wife.

2) Angadi Mahesh Kumar, S/o Bhaskar, Age:33 years,
Both are R/o 1-24-253/1, Flat No.32, Sri Sainagar,
Lotugunta, Alwal, Secunderabad-500015. ...Complainants

AND

Modi & Modi Constructions,
Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
MG Road, Secunderabad-500003. ...Opposite Party

WRITTEN ARGUMENTS OF COMPLAINANTS

May it be pleased your Honour,

This written arguments humbly submitting on behalf of complainants.

1. It is submitted that the complainants (Mother and son) have purchased the villa No.46 situated in 128,129, 130-136, situated in Rampally village, keesara Mandal, called as Nilgiri Homes for the amount of Rs.39,00,000/- But so far the O.P. did not handed over the villa by completing the entire works (till date the villa was not handed over) and creating mental agony and harassment and caused damages to the complainants.

2. It is submitted submit that the opposite party herein is Builder and Developer who used to purchasing the land and constructing the buildings/houses/villas/apartments and they have developed villas at Sy.No.128, 129, 132-136, situated at Rampally revenue village, Keesara Mandal, R.R. District under the name & style 'Nilgiri Homes'.

3. It is submitted that after knowing the same through publicity made by the opposite party, the PW-1 along with her husband who is father of 2nd complainant by name A. Bhaskar herein went to the site and chosen to purchase

independent Villa No.46 which was Skelton condition (only RCC ceiling was completed).

4. It is submitted that with the conversation by the complainants along with A.Bhaskar and opposite party herein agreed to purchase the above said villa No.46 and the opposite party agreed to sell the same after completing the entire construction and hand over the same to the complainants and the span of payment of Rs.39,00,000/- lakhs has been fixed for a period of 9 months time. The same was accepted by the complainants and Rs.25,000/- has been paid by them to the opposite party on 2nd Feb.2013 as booking advance by way of cheque No.315818 dated 20-02-2013 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2). The above amounts fixed and span of time is occurred as on oral agreement. Except the receipt as well as booking, there is no any written agreement took place on that day.

5. It is submitted that the complainants were paid Rs.2,00,000/- on 16-02-2013 as 1st installment vide cheque No.315822 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2) and Rs.5,00,000/- on 26-06-2013 as 2nd installment vide cheque No.024420 belongs to Mahesh Kumar(2nd respondent). As such, the complainants paid Rs.7,25,000/-. And on 25-02-2014 the opposite party called the complainants and entered agreement for fulfillment of written formalities between both parties. The opposite party represented by one Mr. Krishna Prasad on behalf of opposite party in hurried manner he was not shown the span of time by misleading the complainants and the opposite party obtained the signature of the complainants on the agreement and pressurized for the bulky amounts of Rs.14,75,000/- at a time in terms of shorter duration agreement. Immediately, after knowing the same, the complainants through their family elder A. Bhaskar, submitted a representation on 09-05-2014 with a proposal payment schedule in terms of 9 months opted plan and the same was received by the opposite party (represented Mr.Venkat Reddy and acknowledged the same). But there is no any reply received by the complainants and the complainants visited the office of the opposite party in the last week of May,2013 for their reply / answer either to execute their acceptance or to return back the amount of Rs.7,25,000/-already paid by the complainants. But there is no any response from the side of opposite party. That means it is deemed to admitted and accepted the span of 9 months time by the opposite party.

6. It is submitted that the complainants applied for a housing loan and the LIC Housing Loan Financial Institution accorded Rs.22,00,000/- as Housing loan and the complainants have to be paid & fulfill the balance amount Rs.17,00,000/- as margin money for getting loan sanction. Therefore, there has been a shortfall of Rs.9,75,000/-. (Rs.17,00,000/- - 7,25,000/- (already paid)= 9.75,000/-). For the short fall of the above said amount, the opposite party came forward to finance as hand loan with a view to honour the complainants short term duration agreement as per terms and conditions therein as the head of the family of the complainants represented his grievance through the letter dated 09-05-2013 as stated supra. Accordingly, the complainants have applied in writing as formality of the opposite party in support of un-dated cheque for Rs.9.75 lakhs as desired on 20-08-2013.

7. It is submitted that the opposite party came forwarded to assist financial assistance because of their business promotion and reduced the 9 months span period to 4 months time, instead of paying entire short fall amount of Rs.9,75,000/-. The opposite party intentionally paid Rs.2,43,750/- as installments in a rotation manner duly obtained pre-undated cheques from the complainants. The details and modus operandi of the opposite party rotation is as below.

Amount	Date of credit to A.Bhaskar's account by M/s Modi	Date of debit from Bhaskar account to AV Mahesh Kumar A/C	Date of Credit to AV Mahesh Kumar A/C from A Bhaskar	Date of debit to M/s Modi account from Mahesh Kumar A/C
243750	17-Sep-13	21-Sep-13	21-Sep-13	24-Sep-13
243750	28-Sep-13	10-Oct-13	10-Oct-13	17-Oct-13
243750	21-Oct-13	25-Oct-13	25-Oct-13	31-Oct-13
243750	08-Nov-13	13-Nov-13	13-Nov-13	18-Nov-13
975000				

8. It is submitted that from the above statement, it may be seen that the opposite party has paid an amount of Rs.9,75,000/- to the complainants in four (4) installments by means of rotating Rs.2,43,750/- in 4 transactions in the span of 6 months (from May 2013 to Nov.2013) thus resulted expiry of Housing loan validity and one cheque bounce issue. The same as stated above discloses the attitude of the opposite party in providing financial assistance. He was made Rs.2,43,750/- as Rs.9.75,000/- as such the opposite party was intentionally delayed 6 months. It is only made by them for not dropping the sale proposals by the complainants but not else.

9. It is submitted that had the opposite party not encouraged for fulfillment of shortfall amount of Rs.9,75,000/- and sticked on complainants' proposal payment schedule of 9th May 2013, the said problem might not be arose and the complainants made their efforts for their own. But the opposite party neither disposed the application dated 09-05-2013 nor he responded financial assistance with bonafied stipulated time.

10. It is submitted that on 20th November 2013 immediately after completion fulfillment of margin money as per above rotation manner, the opposite party forcedly and registered the villa on complainants name though the villa was not made ready to occupy and it was in Skelton condition and got released the below mentioned amounts directly from the Housing loan financier without any intimation to the complainants.

1.	27th Nov. 2013	Rs.12,48,000/-
2.	27th Nov.2013	Rs. 6,22,000/-
3.	Total	Rs.18,70,000/- (Rupees eithteen lakhs seventy thousands only)

got released from the financier (i.e. LIC Housing) without any intimation to the complainants. And remaining Rs.3,30,000/- retained with the financier awaiting the occupation letter from the opposite party to release those amounts.

11. It is submitted that even after 09-05-2013 correspondence was made by the complainants side, the opposite party through e-mails right from December 2013 to till 09-02-2014, the opposite party did not respond properly and intimated the complainants that they are due Rs.14,20,690/- duly adding the service tax Rs.1,15,690/- without producing any receipt. And further he mentioned that interest on delayed payments was not reflected in the statement as well as charges of extra specifications not included in the above statement. The said cryptic reply of the opposite party was shocked to the complainants. In fact, the complainants dues are only Rs.3.30,000/- which was retained with financier (LIC Housing) awaiting the occupancy letter of opposite party. (**Till today, the O.P. neither handed over the physical possession nor given a occupancy certificate because of that the Housing Financier i.e. LIC Finance Housing not releasing Rs.3,30,000/- even collecting instalments + interest to that amount.**) Then only the Financier will come and inspect the physical occupation of the complainants and release that amounts. In case Rs.9,75,000/- which was not reimbursed by the complainants or the father / husband of the complainants which is amounts kept in his bank

awaiting for release of said interest on delayed payments ready to pay and kept in the bank i.e. A.P. Vardhaman Mahila Cooperated Urban Bank Limited, Lothugunta Branch, vide A/c No.2291 since 16th Feb.2014 **(the said amount was already paid on 9-6-2014 vide cheque No.064939.** The said document of cheque may be received as additional material paper along with intimation letter of O.P.No.2 may be marked as Document No.18 & 19). But so far, the opposite party not come forward to finalize by relaxing the imposition of interest amount, legal expenses, service Tax etc., and producing the service tax payment receipts to attend by the complainants.

12. It is submitted submit that the tactics played by the opposite party for only the drag on the matter to avoid the physical possession of the Villa No.46 to the complainants as on today the villa was not completed by the opposite party with one pretext or other. In fact, it has to be completed by October 2013 and did not complete even today itself. And it leads the mental agony to the complainants even after paying the entire amounts and the complainants are attending the installments to the financier since December 2013 but so far the opposite party not handed over the villa No.46 in Nilgiri Homes, by completing the same and handed over to the complainants along with Occupation letter. For that the complainants are entitled to a tune of Rs.25,000/- p.m. i.e. from October 2013 to handing over the possession of villa No.46 to the complainants and Rs.5,00,000/- as a mental agony caused by the opposite party for the harassment by way of sending notices for undue interest and delay in not handing over the said villa.

13. It is submitted that the complainants are issued a statutory notice to the opposite party on 12-03-2014 for handing over the villa No.46. Otherwise, demanding damages and mental agony and the opposite party replied on 10-04-2014 with false allegations. Again the complainants have issued another notice on 21-04-2014 for that there is no further reply from the opposite party.

14. It is submitted that after filing of present complaint as a counter blast case, the opposite party filed a suit vide O.S.No.98 of 2014 on the file of I Addl.Chief Judge, Secunderabad and creating mental agony without handing over the said Villa to the complainants even today. If the O.P. gave occupancy certificate to the complainants, the Financier will release the remaining amount of Rs.3,30,000/- which is retaining with the Financier for final check up. The O.P. dragging the matter and prolonging time which caused mental agony to the

complainants. The documents filed the below for which were marked on behalf of the complainants clearly shows that they are bonafied.

Exhibits	Date	Parties to the document	Description
P-1	20-02-2013	Complainants and O.P.	Cash receipt Rs.25,000/- issued by the O.p.
P-2	16-02-2013	Complainants and O.P.	Cash receipt Rs.2,00,000/- issued by the O.p.
P-3	20-02-2013 /26-06-2013	Complainants and O.P.	Cash receipt Rs.5,00,000/- issued by the O.p.
P-4	25-02-2013	Complainants and O.P.	Agreement of sale by the O.P.
P-5	09-05-2013	Head of the Complainants and O.P.	Letter given to the O.P. for seeking 9 months time
P-6	14-12-2013	Complaint to O.P.	e-mail correspondence
P-7	28-12-2013	Complaint to O.P.	Reply by/op
P-8	29-12-2013	Complaint to o.p.	e-mail correspondence
P-9	02-01-2014	Complaint to o.p.	Reply / op
P-10	10-01-2014	Complaint to o.p.	e-mail correspondence
P-11	15-01-2014	Complaint to o.p.	Reply by op
P-12	05-02-2014	Complaint to o.p.	e-mail correspondence
P-13	08-02-2014	Complaint to o.p.	Reply / o.p.
P-14	09-02-2014	Complaint to o.p.	e-mail correspondence
P-15	12-03-2014	Notice to the o.p.	Legal notice to the o.p. by the complainants' counsel
P-16	10-04-2014	O.P.'s counsel reply	Reply notice by the op's counsel to the complainant's counsel
P-17	21-04-2014	2nd notice to o.p.	Legal notice to the o.p. by the complainants' counsel

15. It is submitted that when the opposite party failed to build and handed over to the complainants, the O.P. ceased his rights to claim interest on dues and also the O.P. filed O.S. 98 of 2014 against the complainants seeking an amount of Rs.20,48,.497/- (not excluded the amounts Rs.9,75,000/- as rotating mere Rs.2,43,750/- paid since 24-9-2013 to 18-11-2013. Thus the O.P. ceased to claim service charges and VAT if any. The plaint of O.S. 98 of 2014 may be taken as additional document No.20.

16. It is submitted that the opposite party submitted account statement along with written statement in page No.2. That admittedly Rs.9,75,000/- was paid in 4 installments but the same was suppressed in the suit filed and Rs. 20,48,497/-claimed including Rs.9,75,000/- and interest therein, thus the claiming of service tax herein for that amount Rs.2,64,170/- (mentioned in account statement) does not arise. The adding of registration charges Rs.98,900/- which was waived i.e. a precondition to free registration in favour of the complainants by the O.P. and court fee and legal expenses of Rs.50,926/- will not liable by the complainants. The carpus fund Rs.40,000/- will pay by the complainant at the time of physically handed over the villa.

17. It is submitted that in the account statement, the O.P. claiming interest Rs.4,87,177/- does not aroused because of that the O.P. did not completed the villa and handed over the same to the complainants. In fact, the incompletion of villa as agreed by the O.P. in written submission page 3 bottom paragraph *"the opposite party informed the complainants that the villa chosen is in advanced stage of construction and the dues are paid within 4 months they would be able to complete and handover the possession of the villa".* Thereby, the mode of O.P. itself is shows that he was not completed until the payments cleared by the complainants. In fact, the complainants last installment paid Rs.9,75,000/- on 9-6-2014. The remaining amounts Rs.3,30,000/- is retained with Housing Financier for want of Occupation Certificate which the O.P. did not complete the villa and not handed over to the complainants for want of that the banker did not released the said amounts to the O.P.

18. It is submitted that in the written submission page 2 and unnumbered para 2 stated that *"with regard to para No.7, the O.P. does not have any personal knowledge regarding the transaction of the complainant with the LIC HOUSING loan financial institution and hence the same is denied."* It is clearly clinches the attitude of the O.P. that he filed the written submission on 28-8-2014 before this Hon'ble Court /Forum by saying as a layman even he taken amounts from the financier on 27-11-2013 Rs.12,48,000/- and Rs.6,22,000/- totally Rsd.18,70,000/- retained Rs.3,30,000/- out of sanctioned loan Rs.22,00,000/-. Thereby, the contention and intention of the O.P. shows

without handing over the villa

19. Therefore, the complainants are entitled to seek handed over the villa No.46 immediately from the O.P. along with occupation certificate.

20. The complainants are entitled Rs.25,000/- p.m. towards damages/rents since October 2013. Thus total an amount of Rs.5,45,000/-(3 months – 2013 + 12 months in 2014 + 6 months in 2015) and entitled till handed over the villa along with compensation of Rs.5,00,000/- for mental agony and harassment. By consider this written argument and pass award as prayed for.

Date::23-06-2015 Counsel for the complainants

L.B.Nagar.

Nilgiri Homes
Site Office
Sy. No. 128,129, 132-136,
Rampally, Keesara Mandal,
Hyderabad.

Modi & Modi Constructions
Head Office :
5-4-187/3 & 4,
II floor, M. G. Road,
Secunderabad - 500 003.
Phone : +91-40-66335551

(1)

RECEIPT

No. 1738

Date : 20/02/13

Received with thanks from Angadi Mahesh Kumar

a sum of Rs. 25,000/- (Rupees Twenty five thousand only)

by Cash / Cheque* / DD No. 315818 dated 20/02/13 name of the bank SBI

towards Booking amt for flat no - H-46

for **Modi & Modi Constructions**

Rs. 25,000/-

Authorised Signatory

Name in full:

* Receipt issued subject to realization of Cheque.

Nilgiri Homes
Site Office
Sy. No. 128,129, 132-136,
Rampally, Keesara Mandal,
Hyderabad.

Modi & Modi Constructions
Head Office :
5-4-187/3 & 4,
II floor, M. G. Road,
Secunderabad - 500 003.
Phone : +91-40-66335551

(2)

RECEIPT

No. 1833

Date : 16/2/13

Received with thanks from Mr Angadi Bhasker

a sum of Rs. 2,00,000/- (Rupees Two lakhs only)

by Cash / Cheque* / DD No. 315822 dated 15/2/13 name of the bank SBI

towards Payment for Bw. No. 46

for **Modi & Modi Constructions**

Rs. 200,000/-

Authorised Signatory

Name in full: Rajyalakshmi

* Receipt issued subject to realization of Cheque.

Nilgiri Homes

Site Office
Sy. No. 128,129, 132-136,
Rampally, Keesara Mandal,
Hyderabad.

Modi & Modi Constructions

Head Office :
5-4-187/3 & 4,
II floor, M. G. Road,
Secunderabad - 500 003.
Phone : +91-40-66335551

3

RECEIPT

No. 1886

Date : 26/6/13

Received with thanks from Mr. Angadi Mahesh kumar

a sum of Rs. 5,00,000/- (Rupees Five lakhs only

only)

by Cash / Cheque* / DD No. 024420 dated 26/6/13 name of the bank Axis Bank

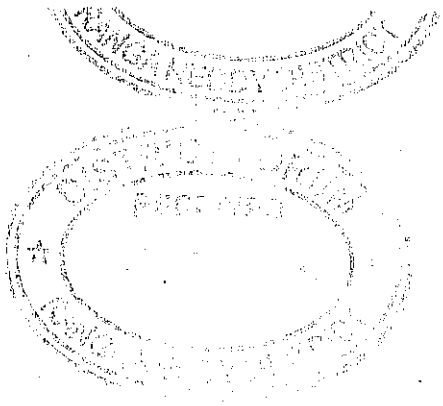
towards Payment for Bu. No. 46

for **Modi & Modi Constructions**

Rs. 5,00,000/-

Authorised Signatory
Name in full: Rajyalakshmi

* Receipt issued subject to realization of Cheque.



भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH AY 933059

S.No. 17559 Dt.30-10-2012 Rs.100/-
Sold to : Sri. Ramesh S/o Narsing Rao, R/o Hyd.
For Whom: Modi & Modi Construction, Hyd

K. GIRIBABU
LICENCED STAMP VENDOR
LIC.No. 16-02-30/1998
REN. No, 16-02-08/2010
Sub-Bapunagar, Amberpet, Hyd-13
CELL No. 9989259839

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 25th day of February 2013 at Secunderabad by and between:

M/S. MODI & MODI CONSTRUCTIONS a registered partnership firm having its office at, 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Managing Partner, Mr. Soham Modi, S/o. Sri Satish Modi, aged about 43 years, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

AND

Mr. Angadi Vijaya Lakshmi, wife of Mr. Angadi Bhaskar aged about 56 years, Mr. Angadi Mahesh Kumar, son of Mr. Angadi Bhaskar aged about 31 years, residing at H. No. 1-24-253/1, Plot No. 32, Sri Sai Nagar Colony, Lothkunta, Alwal, Tirmalgiri Post, Secunderabad - 500 015. , hereinafter referred to as the Vendee (which term shall mean and include his/her heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

For MODI & MODI CONSTRUCTIONS

Partner

Mahesh Kumar

WHEREAS:

A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 6-28 Gts. forming part of Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

Sl. No.	Sale Deed Doc. No.	Dated	Sy. No.	Extent of Land (in Acres)
1.	6095/2005	20.09.2005	134, 135, 136	Ac. 2-08 Gt.
2.	7972/2004	10.08.2004	128, 129, 132, 133, 136	Ac. 2-10 Gt.
3.	8657/2004	21.09.2004	128, 129, 133, 136	Ac. 2-10 Gt.
			Total Extent of Land	Ac. 6-28 Gts.

All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, R.R. District and are executed by the following owners:

a. Shri M. Hanumath Rao, S/o. Late Shri Chinna Rama Chary
b. Shri M. Kashinatham, S/o. Late Shri Chinna Rama Chary
c. Shri M. Venunadham, S/o. Late Shri Chinna Rama Chary
d. Shri M. Srinivasa Chary, S/o. Late Shri Chinna Rama Chary
e. Shri M. Narayana, S/o. Late Shri Chinna Rama Chary
f. Shri M. Pranavanadham, S/o. Hanumath Rao
g. Shri M. Pravarakya, S/o. Shri Kashinatham

The above executants of the Sale Deeds are hereinafter collectively referred to as Former Owners.

B) The Former Owners are the sons and grand sons of Late Shri M. China Rama Chary the original pattedar of the land. By way of partition deed dated 05.09.2002 duly registered with S.R.O. Shamirpet, Ranga Reddy District vide document no. 4838/2002, the Former Owner at serial no. 'a to e' above became the owners of the Schedule Land. Former Owner at serial no. 'f' is the son of Former Owner at serial no. 'a'. Former Owner at serial no. 'g' is the son of Former Owner at serial no. 'b'. Vide proceeding of the Mandal Revenue Officer bearing no. B/1321/2004 dated 15.06.2004 the names of the former Owners at serial nos. a to e were mutated in the revenue records and patta passbooks/title books were issued to them. All the Former Owners have joined together for the execution of above referred sale deeds so as to assure and ensure a perfect legal marketable title free from any claims whatsoever in favour of the Vendor herein.

C) The Vendor is desirous of developing the Scheduled Land by constructing row / independent bungalow thereon and have obtained a tentative layout from HUDA vide Permit No. 6092/MP2/Plg/HUDA/07 dated 16/11/2007. The proposed project of development is styled as 'NILGIRI HOMES'.

D) The Vendor proposes to develop the Scheduled Land by constructing about 95 row houses / independent houses of similar size, similar elevation, same colour scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The proposed houses will be constructed strictly as per the design proposed by the Vendor and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.

For MODI & MODI CONSTRUCTIONS

Partner

Mahadev Kumar

E) The Vendor in the scheme of the development of Nilgiri Homes has planned that the prospective buyers shall eventually become the absolute owners of the identifiable land (i.e., plot of land) together with row houses / independent house constructed thereon. For this purpose the Vendor and the Vendee are required to enter into three separate agreements, one with respect to the sale of land, second with respect to development charges on land and the third with respect to the construction of the house. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project the Vendor may execute a Sale Deed in favour of the Vendee before commencing construction of the house.

F) The Vendee has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 46 and also about the capacity, competence and ability of the Vendor to construct the houses thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Nilgiri Homes.

G) The Vendee is desirous of purchasing a plot of land together with a house to be constructed thereon as detailed below in the project Nilgiri Homes and the Vendor is desirous of selling the same:

Plot No.	Extent of land	Type of Bungalow	Built-up Area	Portico Area	Terrace Area	Total Area
46	125 Sq. yds.	Deluxe	1461 sft	142 sft	56 sft	1659 sft

H) The Vendee has made a provisional booking vide booking form No. 1466 dated 20.02.2013 for the above referred house and has paid a booking amount of Rs. 25,000/- to the Vendor.

I) The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of this agreement of sale the Vendor agrees to transfer or caused to be transferred in favour of the Vendee and the Vendee hereby agrees to purchase from the Vendor plot of land admeasuring about 125 sq. yds. bearing plot no. 46 in NILGIRI HOMES situated at Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District together with a Row / Semi detached / Detached house to be constructed thereon as per the specifications and other terms and conditions contained herein and which is more-fully described in the schedule given under and in the plan annexed hereto (the said plot of land and the house to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 39,00,000/- (Rupees Thirty Nine Lakhs Only). The breakup of the total consideration is as under:

Sl. No.	Description	Amount
A.	Towards sale of land	Rs. 15,60,000/-
B.	Towards cost of construction, water & electricity connection and for other amenities.	Rs. 23,40,000/-
C.	Total sale consideration (A+B)	Rs. 39,00,000/-

For MODI & MODI CONSTRUCTIONS

Partner

Mahesh Kumar

SR NO. 471
31/5/2014

2. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Vendor which is hereby admitted and acknowledged by the Vendor.

Date	Mode of Payment	Amount
20.02.2013	Cheque No. 315818	25,000/-

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 38,75,000/- to the Vendor as under:

Installment	Amount	Due date for payment
I	Rs. 2,00,000/-	05.03.2013
II	Rs. 14,75,000/-	05.04.2013
III	Rs. 15,00,000/-	20.04.2013
V	Rs. 5,00,000/-	Balance amount of HL to be released on completion of flooring, windows, bathroom tiles & 1st coat of paint.
VI	Rs. 2,00,000/-	On Completion

4. That the Vendee shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances the Vendee shall delay the payment of installments for more than 3 months from the due date.

5. In case the Scheduled House is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in above. The Vendee shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled House, notwithstanding the installments and due dates mentioned above.

6. That the Vendee at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Vendee shall endeavour to obtain necessary loan sanctioned 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 Vendee for what so ever reason. The payment of installments to the Vendor by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.

7. That in case of delay in the payment of installments for more than 1 month from the due this agreement shall stand cancelled and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges:
   a) In case of failure of the Vendee to obtain housing loan within 7 days of this agreement, 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. 25,000/-
   b) In case of request for cancellation in writing within 30 days of this agreement, the cancellation charges shall be Rs. 50,000/-.
   c) In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 10% of the agreed total sale consideration.

For MODI & MODI CONSTRUCTIONS

Partner

Mahesh Kumar

8. That the Vendor covenants with the Vendee that the Scheduled Property is free from all encumbrances of any nature such as prior sales, exchanges, mortgages attachments etc. and they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for sale. The Vendor assures the Vendee that if there is any defect in the title to the Scheduled Property on account of which the Vendee has to incur damage/costs, the Vendor shall indemnify the Vendee fully and properly of such damage / costs.

9. That the Vendor will execute and register sale deed in favour of the Vendee only after receipt of the I, II and III installments aggregating to Rs. 31,75,000/-.

10. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration charges as required for execution of this agreement, sale deed, agreement for construction, agreement for development charges, etc. within a period of 90 days from this agreement. In case the Vendee fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.

11. It is hereby agreed and understood explicitly between the parties hereto the Vendee 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 construction of the house under this agreement, or the sale deed, or the agreement for development charges, and/or the agreement of construction.

12. That the possession of the plot of land shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall handover the possession of the plot of land back to the Vendor for the purposes of carrying out construction of the house thereon and for providing other amenities which are part and parcel of the Nilgiri Homes Project. The Vendor shall re-deliver the possession of the completed house together with the plot of land to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor.

13. That the Vendor agrees to deliver the Scheduled Property completed in all respects to the Vendee on or before 01.09.2013 with a further grace period of 6 months.

14. That the Vendee shall enter into a separate agreement with the Vendor for construction of the house as per the specifications and other terms and conditions agreed upon. The Vendee shall also enter into a separate agreement with the Vendor for payment of development charges on land.

15. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee, the Agreement for Construction and Agreement for Development charges entered into between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and / or inseparable. The Vendee therefore shall not be entitled to alienate in any manner the plot of land registered in his favour and / or enter into an Agreement for Construction in respect of the house with any other third parties. However, the Vendee with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Plot as a security for obtaining housing loan for the purposes of purchase and construction of the proposed house in the Scheduled Plot.

16. That the name of the project which is styled by the Vendor as 'NILGIRI HOMES' shall always be called as such and shall not be changed.

For MODI & MODI CONSTRUCTIONS

Partner

17. That the Vendee shall not be allowed to alter any portion of the house that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period ending upto 2020 and all the houses in the project of Nilgiri Homes shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. for which the Vendee shall not raise any obstructions / objections. The Vendee shall not be permitted to install grills collapsible gats, shutters that may change the external appearance of the house. The Vendee shall not be permitted to install any temporary structures in the terrace or balconies that may alter external appearance of the house.

18. That the Vendee has examined the title deeds and other documents in respect of the Scheduled Land / Scheduled Property and is fully satisfied with regard to the title of the Vendor and the Vendee shall not hereafter raise any objection on this account.

19. That the Vendee agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee shall not seek or cause the stoppage or stay of construction or related activity in the Nilgiri Homes project or cause any inconvenience or obstructions whatsoever. However, the claim of the Vendee against the Vendor shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Vendor. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.

20. That the Vendee shall not cause any obstructions or hindrance and shall give reasonable assess, permission, assistance etc. to the Vendor or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions alterations to the structures etc., that may be necessary for execution of the Nilgiri Homes project and in respect to the Scheduled Property and also the adjoining areas.

21. That the draft of the Sale Deed, Agreement for Development charges, Agreement for Construction to be executed and registered, in pursuance of this agreement is annexed hereto as Annexure IV, Annexure V and Annexure VI respectively and is duly approved by the Vendee.

22. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure of any part of the house nor shall the Vendee make any additions or alterations in the house without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Nilgiri Homes Project.

23. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Nilgiri Homes Project and shall abide by its rules. Until the society / association is formed the Vendee shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Vendor. If the Vendee ever fails to pay maintenance charges for his/her house, the association shall be entitled to disconnect and stop providing all or any services to the scheduled house including water, electricity, etc. The Vendee shall pay a sum of Rs. 40,000/- & 60,000/- for row houses & independent houses respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments

For MODI & MODI CONSTRUCTIONS

Partner

Mahesh Jain

24. That the Vendee or any person through him shall keep and maintain the house in a decent and civilized manner. The Vendee shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Nilgiri Homes. To achieve this objective the Vendee, inter-alia shall not (a) throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the house for any illegal, immoral, commercial & business purposes. (c) Use the house in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Nilgiri Homes. (d) Store any explosives, combustible materials or any other materials prohibited under any law.

25. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement and also the Agreement for Construction unless otherwise specifically waived and /or differently agreed upon in writing.

26. That in case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.

27. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself' These expressions shall also be modified and read suitably wherever the Vendor is a Firm, Joint Stock Company or any Corporate Body.

28. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

For MODI [illegible] CONS

Partner

SR NO. 471

31/5/2014.

DISTRICT FORUM
RECEIVED
KAMAREDDY DISTRICT

SCHEDULED PROPERTY

a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 46 admeasuring about 125 sq. yds. forming part of Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District, marked in red in the plan annexed hereto (as Annexure I), bounded on:

North	Plot No. 47
South	Plot No. 45
East	30' wide road
West	Neighbour's land

AND

b) ALL THAT ROW HOUSE admeasuring 1659 sft. of built-up area to be constructed on the above said plot no. 46 as per the agreed specifications given in detail in Annexure II and as per the plan enclosed as Annexure III.

IN WITNESSES WHEREOF this Agreement of Sale is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1.

For MODI & MODI CONSTRUCTIONS

Partner

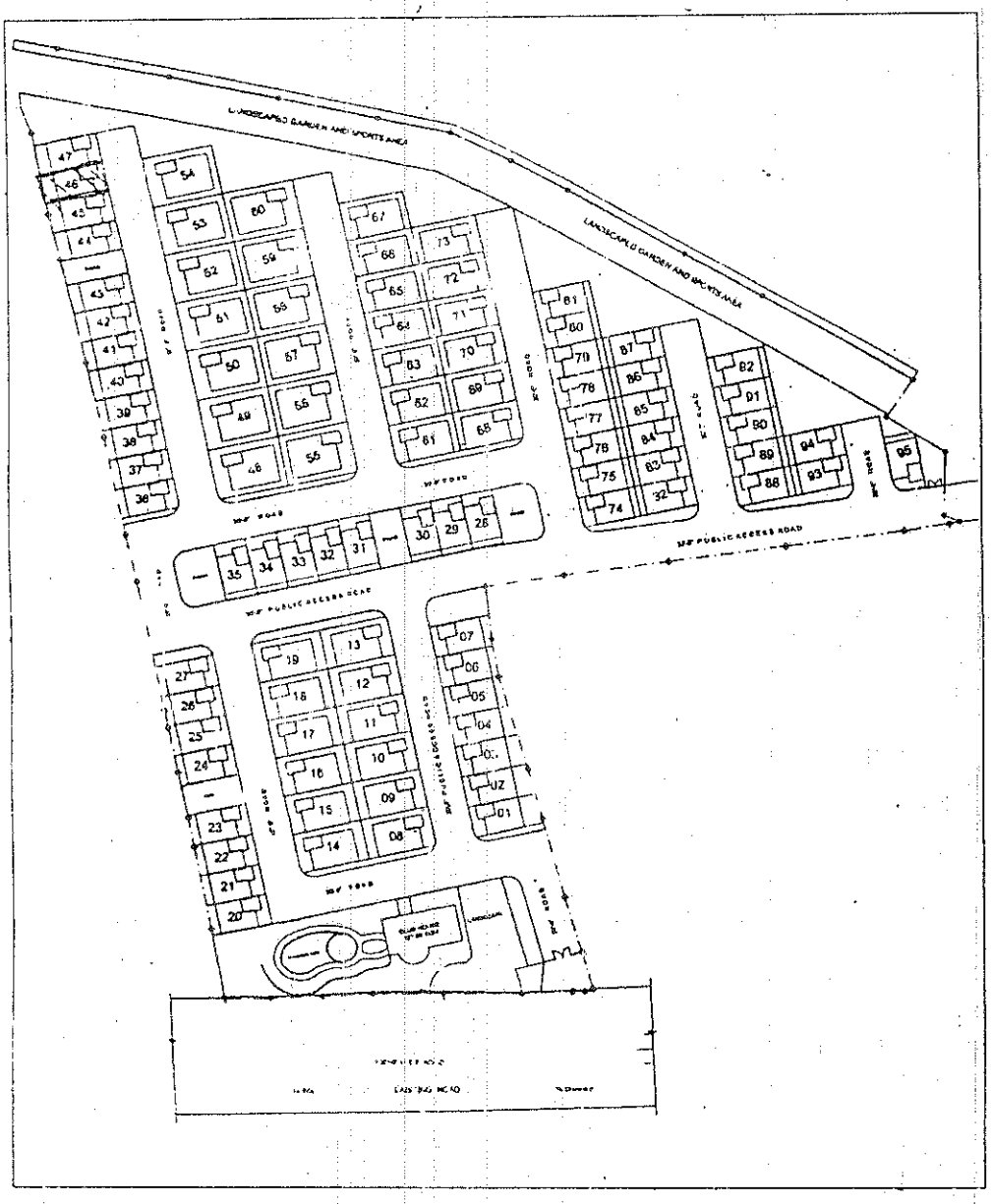
(Soham Modi)
VENDOR

2.

VENDEE
Mahesh Kumar A.V

ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 46 ADMEASURING ABOUT 125 SQ.YDS. (MARKED IN RED) IN NILGIRI HOMES, FORMING A PART OF SURVEY NO. SY. NO. 128, 129, 132-136 SITUATED AT RAMPALLY VILLAGE, KEESARA MANDAL, RANGA REDDY DISTRICT.

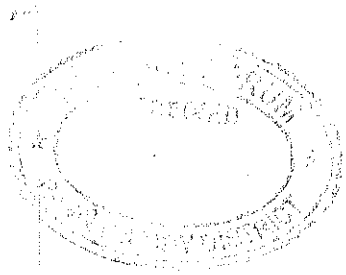


For MODI & [illegible] [illegible]IONS

Partner

(SOHAM MODI)
VENDOR

VENDEE



ANNEXURE – II

SPECIFICATIONS :

Item	Semi-Deluxe Villa	Deluxe Villa
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Flooring	Ceramic Tiles	Marble slabs in all rooms
Door frames	Sal wood	Teak wood
Doors	Main door -Panel and Other doors – Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC open-able / sliding windows with grills	Powder coated aluminum or UPVC open-able windows with grills
Sanitary	Raasi / Johnson Pedder or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn
Staircase railing	MS railing within MS banister	MS railing within wooden banister
Kitchen platform	Granite slab, 2 ft dado & SS sink	Granite slab, 2 ft dado & SS sink
Plumbing	GI & PVC pipes	GI & PVC pipes
Bathrooms	7' dado	7' dado with designer tiles
Water supply	24 hr water supply through community tank with 2,000 lts individual overhead tank in each villa. Separate drinking water connection in kitchen.	24 hr water supply through community tank with 2,000 lts individual overhead tank in each bungalow. Separate drinking water connection in kitchen.

Note:

1. Choice of 2 colours for interiors, 2 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Changes to external appearance and colors shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. Specifications / plans subject to change without prior notice.

For MODI & MODI CONSTRUCTIONS

Partner

(SOHAM MODI)
VENDOR

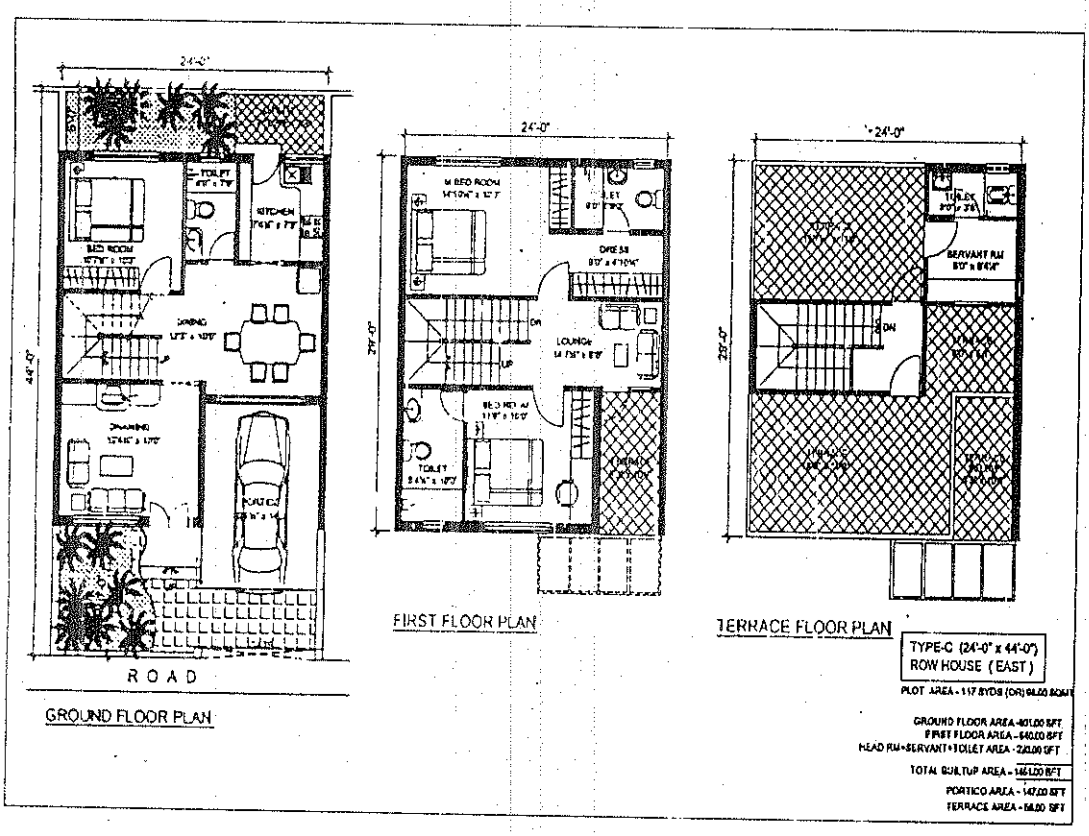
VENDEE

SR NO. 471

31/5/2014

ANNEXURE – III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 46 ADMEASURING 1659 SFT. OF BUILT-UP AREA.



(SOHAM MODI)
VENDOR

VENDEE
Mahesh Kumar AV

SR NO - 471

31/5/2014

From
A.Bhaskar
H.No.1-24-253/1,
Sri Sai Nagar Colony,
Lothukunta, Alwal,
Secunderabad – 500 015.
Date: 9th May 2013.

To
Managing Director
M/s MODI Properties & Investments Pvt Ltd.
5-4-187/3&4, 2nd Floor, MG Road,
Secunderabad.

Sub: **BUNGLOW BOOKING AT NILGIRI HOMES.**

Sir,

That I have booked an independent house at Nilgiri Homes Venture under special offer – free registration scheme vide booking no.1463 date 31st January 2013.

With this regard I am to submit that duly opted for 9 months plan from the date of booking through Mr. Nagi Reddy, released a sum of Rs.200000/- towards the first installment on 15th February 2013.

Later while the agreement found prepared for short term duration fixing the EMIs, discussed the issue in personnel at there end office with accounts department person i.e. Mr.Krishna Kanth and Mr.Venkat Reddy hope so during last week of the February 2013 to stick on the commitment the plan I opted (i.e. 9 months) to review the agreement.

Since then there has been no interaction till yesterday except for insisting the release of EMIs. Pending in abeyance of the agreement review. Finally while asked to commit the tentative dates of payment I herewith propose the payments as under irrespective of there end terms and conditions:-

a.	Booking Amount	-	Rs.25000/-	(already paid)
b.	1st Installment	-	Rs.200000/-	(already paid on 15th Feb 2013)
c.	2nd Installment	-	Rs.500000/-	(Immediately on approval)
d.	3rd Installment	-	Rs.900000/-	(End of September/Early October 2013)
e.	4th Installment	-	Rs.2200000/-	(Though housing loan)
f.	5th Installment	-	Rs.75000/-	(At the time of registration)

Hence keeping in view the opted period of 9 months duration, relaxing the agreement payment terms and conditions and sticking on to the given offer for free registration etc privileges. Remain grateful of giving the approval.

Yours sincerely

A.Bhaskar
9000674477

9/5/13

6

— Original Message —
From: Mahesh Kumar A V
To: cr@modiproperties.com
Cc: jbhyd
Sent: 14 December, 2013 8:01 PM
Subject: Additions/Alterations - Banglow No 46, Nilgiri Homes, Rampally

Dear Mr. Krishna Prasad,

As advised we have visited the site around 1430 hrs today.

Regret to say that finding the entry into the bathroom direct from the dining hall which we feel utmost uncomfortable.

We remain greatfull of the said entry from the bedroom instead of the existing direction.

This is for your kind information that we have already suggested this modification right at the beginning before entering into the commitment for purchase.

Request for kindly making the necessary alterations.

Regards
- Mahesh

7

On Sat, Dec 28, 2013 at 3:50 PM, Krishna Prasad <kprasad@modiproperties.com> wrote:
Dear Sir,

After due discussions with our management this is to intimate that the master bathroom tiles has already laid as such your request of door directon from bedroom is not possible.Herewith we are providing an un auditing a/c balance statement of your bungalow for your perusal.

Particulars		
Amount(Rs)		
Sale consideration	39,00,000	
Add: Registration charges		NIL
Add: Service Tax		1,15,690
Add: Vat charges		NIL
Total		40,15,690
Less: Paid as on date		25,95,000
Balance		14,20,690

Note : 1) Corpus fund Rs.40,000/-& Maintenance charges @ Rs.1200/-p.m are payable in favor of " Nilgiri Homes Owners Association ".

2) Interest on delayed payment of instalments has not been reflected in the above statement and has to be paid separately

3) Charges of extra specifications not included in the above statement and has to be paid separately.(if any).

With Regards,

K Krishna Prasad
Manager Customer Relations | +91 99896 99536 | kprasad@modiproperties.com
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SR NO. 1471

31/5/2014

B

----- Original Message -----
From: Mahesh Kumar A V
To: Krishna Prasad
Cc: jbhyd;
Sent: 29 December, 2013 9:02 PM
Subject: Re: Fw: Additions/Alterations - Banglow No 46, Nilgiri Homes, Rampally

Dear Sir,

Kind reference is drawn to trailing email:

We have visited the site today (29/12/2013), having noticed the design problem, herewith compromise for the existing direction of the bathroom door.

As far as the balance statement is concerned, adding service tax to the customer end is rather confusive. You will appreciate that in general, service tax (ST) to be the part of registration privileges. While entered into detail, not found discussed about the ST in the offer letter served to me on 20-Feb-2013. Apart from this in the booking form found saying that the ST applicable is rather diplomatic. Had it been clarified making either end responsibility (at the very beginning), such doubt would have had not arosen at this stage. It may also be seen that in the flat history document you have mentioned '0' payment against ST. Request elucidate.

Further as far as corpus fund & maintenance charges are concerned would you please come out with the facts under which circumstances are we bound to incur unless the position of the villa is taken over.

Incurring the interest & delayed payment is exclusively not agreed to for the below mentioned reasons:

1. It is well aware that I have opted for 9 months & not for 4 months in terms of the old agreement.
2. In response to my representation while there end proposed for fulfillment of shortfall margin money, agreed to sticking on to repay it in end of Sep/early Oct 2013 during May-2013.
3. It is very unfortunate that, for the best of the reasons know to there end, the fulfillment of shortfall margin money has considerably delayed till Nov-2013 leading to cheque bounce in one of the transactions and expiry of loan approval validity. In view of expiry of loan approval validity constraint for afresh one incurring additional expenses & becoming defaulter in one of the cheques bounce incidence.
4. Therefore, I herewith pass-on the ball to your court to review the issue once again in detail (from the beginning) to arrive at the correct conclusion.
5. If need, detailed one-to-one discussion is most welcome at the appropriate level at the earliest for both end convenience for further course of activities/transactions.

Regards
- Mahesh

On Thu, Jan 2, 2014 at 1:17 PM, Krishna Prasad <kprasad@modiproperties.com> wrote:

Dear Sir,

With reference to your mail this is to bring to your kind notice that service tax, registration charges, vat, stamp duties etc., are always payable by the buyer across the globe. However in your particular case we have given an offer of payment of stamp duty, registration charges and vat by us and confirmed through a letter dated 20th of Feb 2013. Accordingly these taxes have been paid to the respective authorities and ensured the registration in your name. As such payment of service tax falls to your share and service tax department made it clear and entrusted the duty of collection of service tax to the builder as the builder is the facilitator. A brief visit to the service tax department at Basheerbagh confirms the above fact. A clear mention of service tax applicability has been mentioned in the booking form delivered to you on 31st of Jan 2013.

Corpus fund and maintenance charges are payable at the time of settling the account as such right now only an information has been given. You have requested for a relaxation of payment schedules several times but those self made requests have not been honoured at all. The margin money arrangements have been made by us as a last resort to make the things move.

We sincerely request you to give a positive note for the entire episode and you are welcome to meet us at head office, Ranigunj for more clarifications.

With Regards,

K Krishna Prasad
Manager Customer Relations | +91 99896 99536 | kprasad@modiproperties.com
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5-4-187/ 3 & 4, M G Road, Sec'bad -03 | Ph: +91 40 6633 5551

10

—— Original Message -----
From: Mahesh Kumar A V
To: Krishna Prasad
Cc: jbhyd
Sent: 10 January, 2014 10:52 AM
Subject: Re: Fw: payment remainder for Banglow No 46, Nilgiri Homes, Rampally

Dear Sir,

It is for kind information that we have chosen one of the most popular, trusted M/s Modi Builders for acquisition of immovable property and not for infructuous correspondence and each other criticize.

As a professional you might be well aware of the procedures but not customer. Further it is one of the basic requirement of there end staff to explain/educate the customer accordingly and not with such a laid down mails.

In our particular case duly prepared to invest on the immovable property to the tune of Rs.3900000/- chosen villa no.46 Nilgiri Homes. Based on our financial inflow/resources, we have opted for 9 months plan.

Till a sum of Rs.725000/- collected from us no terms and conditions were escalated and surprised to find the agreement for 4 months duration at later.

While executed our unwillingness for fulfillment of margin money in terms of the agreement conditions, it were encouraged to fulfill the same from there end temporarily, exclusively on commercial interest ie., to retain the customer and to get released the sanctioned loan amount only and not as a last resort to make the things move as said. If so could you please come out with the facts under which circumstances you have splitted the assured amount into 4 installments availing the transaction period 4-5 months.

Now we once again request you to review the episode in detail for the so left transactions / fulfillments and come forward for the amicable conclusion.

There is hardly any necessity to hide/escape from the self made request in this particular issue.

Nextly as for as service tax is concerned we are of the view that service tax also is part of the registration offer which is still under confusion. To enable us to revert/commit may I request you for the payment details for onward interaction.

As for as corpus fund and maintenance charges are concerned we are one among the others and do stick on accordingly.

Regards
- Mahesh

On Wed, Jan 15, 2014 at 5:44 PM, Krishna Prasad <kprasad@modiproperties.com> wrote:

Dear Sir,

Excepting Tuesday and Thursday in a week, all other days our management member(decision taker) is available at Head office ,as such an instant approval can be expected at our Ranigunj office.

we sincerely request you again to reach us (at Head office, Ranigunj) at your convenience for your suggested amicable solution. Prior to reaching us kindly reconfirm our availability.

With Regards,

K Krishna Prasad
Manager Customer Relations | +91 99896 99536 | kprasad@modiproperties.com
Modi Properties & Investments Pvt. Ltd. | www.modiproperties.com
5-4-187/ 3 & 4, M G Road, Secunderabad - 03 | +91 40 66335551 |
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12

---- Original Message -----
From: Mahesh Kumar A V
To: Krishna Prasad
Cc: jbhyd
Sent: 05 February, 2014 4:44 PM
Subject: Re: Fw: payment remainder for Bangalow No 46, Nilgiri Homes, Rampally

Sir,

It will be pleasure of your deputing a rep with amicable solutions for the below mentioned for collecting the outstandings:-

a. Payment details for ST if need to be borne by me.

b. Clearance to the note no.2 to the mail dated 28.12.2013 (reg interest on delayed payment of EMIs) in view of my clarification.

c. Probable date of handing over villa to me.

Regards

- Mahesh

13

On Sat, Feb 8, 2014 at 5:41 PM, Krishna Prasad <kprasad@modiproperties.com> wrote:

Dear Sir,

With reference to your mail, it is to confirm once again that we have extended offer for stamp duty, registration charges and vat .Only service tax(i.e Rs.1,15,690/-). shall be paid by you and the service tax ratio is 4.944% on agreement of construction value.

The interest for delayed payments are applicable as per the terms and conditions of agreement of sale and shall be payable at the time of possession.

We have completed maximum works in your bungalow and after receiving the final disbursements from you as well as from your banker, with in one month the bungalow shall be delivered

We are anxious to deliver the possession as such please ensure you are responding in a positive manner.

With Regards,

K Krishna Prasad

Manager Customer Relations | +91 99896 99536 | kprasad@modiproperties.com
Modi Properties & Investments Pvt. Ltd. | www.modiproperties.com
5–4–187/ 3 & 4, M G Road, Secunderabad - 03 | +91 40 66335551 |
Don't just buy a flat or villa! Buy a great lifestyle!
We build affordable flats & villas in gated communities.

14

From: Mahesh Kumar A V [mailto:a.mahesh100@gmail.com]
Sent: Sunday, February 09, 2014 9:17 PM
To: Krishna Prasad
Cc: jbhyd
Subject: Re: Fw: payment remainder for Banglow No 46, Nilgiri Homes, Rampally

Dear Sir,

1. Regarding Service Tax - May I request your kind attention to my emails dated 02-Jan & 10-Jan 2014, where-in I have requested authenticated payment proofs (i.e., copy of receipts/challans etc.).
Please fulfil the requirement for onward making the payment.

2. Regarding interest for delayed payment - Hope it is not one side judgement. If not, I am equally very much eligible for compensation for the intervening period of handing over the building.

Please confirm whether or not it is acceptable to you in enabling me to clear the outstanding forthwith.

Regards
- Mahesh

G.L.NARSIMHA RAO
Advocate

H.No.3-4-778, BARKATPURA,
HYDERABAD -500 027.
Cell:9848994240 .

15

BY REGD. POST WITH ACK. DUE
UNDER CERTIFICATE OF POSTING

To

Date: 12-03-2014

Modi & Modi Constructions Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
MG Road, Secunderabad-500003

Under the instructions of my clients 1) Mrs. Angadi Vijaya Laxmi, W/o Bhaskara Rao, Age 56 years Occ:House Wife, 2) Angadi Mahesh, S/o Bhaskara Rao, Both are R/o 1-24-253//1, Flat No.32, Sri Sainagar, Lotugunta, Alwal, Secunderabad-500015, do hereby issue this notice upon the following brief facts.

1. My clients states that you are as a Builder/Developer offered them to purchase a Villa No.46 in Sy.No. 134, 135 & 136, with free registration situated at Rampally village of Keesar Manda. and with the conversation of your people my clients were booked above said fully developed / constructed Villa for an amount of Rs.39 lakhs on 20-02-2013. In fact, you have offered my clients to pay entire amount in span of 9 months from Feb.2013 onwards as per the conversation of with Mr. Rambabu. Later on, you and your office people mis-represented with your affordable nature by saying that it is only for formalities and put in pen for 4 months. In fact, it is impossible to my clients and they had expressed their inability to pay such huge amount in short span instead of 9 months. For that, you have convinced as stated above. You had entered agreement with my clients with the terms and conditions therein. Anyhow, you had received an amount of Rs. 25,95,000/- and executed sale deed for the incomplete Villa vide registration document No. 8452/13 dated 16-11-2013 and on the same day, you had also obtained an agreement of construction with my clients which as per the clause No.13, you should be completed on or before 01-09-2013. In case, grace period of 6 months also, even after completion of admitted time as well as grace period, you did not handed over the Building / Villa by completing with all amenities which was agreed by you.

2. It is also stated my clients that they had obtained loan from LIC housing loan at the time of sale deed and you have taken an amount of Rs.18.70 Lakhs and in fact, entire house loan was sanctioned which was very much available in the said Branch ready to pay to you after giving possession certification to my clients. But as on today, there is no progress in the development aspect as per the agreement for construction.

SR NO 4971
31/5/2014

3. It is also stated my clients that your people offered them to assist in finance even though they have paid an amount of Rs.9.75 lakhs and you your-self had made payments by taking so much time span of 6 months from May 2013 to 18th November 2013 by splitting this amount by 4 installments / parts which was more inconveniently paid by you under guise of financial assistance.

4. It is stated by my clients even though you are inserted a clause if any delayed payments will be charged interest @ 1.5% p.m. but at the same time, the completion of entire building is your bounded duty and you should be handed over to my clients within the time. But you are always trying to harass my clients by demanding in oral huge amounts under the guise of penal interest, service tax etc., even there was no completion of the construction. Even my clients visited on 14th Dec 2013 and 15th Feb 2014 but there is no progress in this venture. For that, if you are going to impose any interest for delayed payment, at the same time you are liable to compensate to my clients for delayed for completion and handed over the said Building/villa. Even my clients stated several times through their E-mails through which the same were shows their bonafied in this regard, but you are utterly failed to complete the villa. For that my clients are facing mental agony, damages and entitled for compensation for an amount of Rs. 5 Lakhs excluding the rents from the date of agreed time for handed over the villa whereas my clients were paying rents at their occupied rented portion for an amount of Rs 15,000/- p.m. at their present residence address.

Therefore, you are, hereby called upon by this notice to complete the entire building as per the agreement of construction and hand over the Building / Villa within a period of 15 days hereafter, otherwise, my clients will take appropriate legal steps against you as per the law by initiating prosecution and other appropriate legal proceedings for which you alone shall be held responsible for the costs and consequences.

G.L.NARSIMHARAO
Advocate

C. BALAGOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C.V. CHANDRA MOULI
P. VIKRAM KUMAR
ADVOCATES

Door No. 10-2-278, Flat No. 103,
Suresh Harivillu Apartments,
Road No. 11, West Marredpally,
Secunderabad - 500 026.
Ph : 64570512,
Cell : 9441782451, 9246172988

(16)

To
G.L.Narasimha Rao,
Advocate
H.No.3-4-778, Barakathpura
HYDERABAD-500 027

Date: 10.04.2014

REPLY

This has reference to your notices dtd. 12.3.2014 addressed to our client M/s.Modi and Modi constructions represented by its partner Mr.Soham Modi. The notices have been placed in our hand with instructions to reply as below:

With regard to para No.1, it is true to the extent regarding the purchase of Villa at Rampally village, Keesara Mandal, for an amount of Rs.39 lakhs. The averment regarding the payment of the entire amount within nine months by your client and the alleged misrepresentation by our client's officials is vague and hence denied. Further it is true that our client has received an amount of Rs.25,95,000/- and also the execution of sale deed and construction agreement. It appears that your client has not properly instructed you regarding the agreement of construction because you are stressing on clause No.13 only which no doubt speaks about the completion of construction. The clause No.3 in the same agreement clearly speaks about the time frame for payment of balance dues and also clause No.4 regarding the interest on late payments, all the above three clauses are interlinked. It is not true to say that the construction is in a skeleton stage. Infact the construction is completed but for final coat of paint and bathroom fittings which is done just before the handing over the possession after settling all the dues by your client. It is not true to say that our client does not consider minor changes as per the requirement of a customer.

With regard to para No.2 the LIC loan was obtained only in November'2013 and the first tranche of housing loan was released on 27.11.2013 which was more than seven months behind schedule. The amount of 9.75 lakhs which was paid by our client was infact a refund to the customer's father to square off a loan your client had taken from his father. This amount is debited to your client's account.

With regard to para No.4 it is not true to say that our client is harassing your client for payment of huge amounts. It is not true to say that there is no progress in the venture even on 15.2.2014. There is no delay in the completion of the villa and as already mentioned that villa is is completed in all aspects but for certain minor works which can be done in a week's time after all the dues are cleared by your client.

Further our client has to receive an amount of Rs.20,48,497/- from your client towards full and final settlement towards the cost of the Villa (including Service Tax, Corpus Fund and interest upto 5th April'2014 etc/.,) purchased by your client. Your client is hereby directed to pay the amount and take possession of the Villa after completing all the necessary formalities.

Our client further instructs that in February'2013 when your client booked the villa it was in an advanced stage of construction. Our client was ready to complete the construction and handover the possession by May'2013 positively, provided your client is able to clear all the dues in FOUR installments. Your client was unable to keep up the payment schedule and was able to get the Housing Loan only in November'2013. Our client did not wait for the payments but was continuing the construction of the villa and now the villa is ready but for certain minor works has already mentioned above.

Kindly inform your client to settle all the dues and take possession of the villa and not to initiate unnecessary legal action, if he does so, our client will defend the same at the cost of your client.

(C.BALAGOPAL)
ADVOCATE

G.L.NARSIMHA RAO
Advocate

H.No.3-4-778, BARKATPURA,
HYDERABAD -500 027
Cell:9848994240 .

BY REGD. POST WITH ACK. DUE
UNDER CERTIFICATE OF POSTING

Date: 21-04-2014

To

Sri C. Bala Gopal,
Door No.10-2-278, Flat No.103,
Suresh Harivillu Apartments,
Road No.11, West Marredpally,
Secunderabad – 500 026.
Advocate,

Ref: 1) My notice dated 12-03-2014.
2) Your reply dated 10-04-02014

***

With reference to your reply dated 10-04-2014 it is to inform you that plan option for 9 months is a fact one as per my client's letter dated 19th May 2013 and the same was acknowledged by your representative Mr. Venkat Reddy. It is clear evidence to support the clearance of payment in 9 months instead of 4 months as per agreement. In case of non-genuineness of the representation, your client should be condemned it and should be in written. But your client neither condemned the representation nor replied properly. Thus proves your client's officials tactfully managed my client in signing on the agreement mentioning 4 months of time period for payment of amounts, in the agreement. You have also agreed the clause No.13 of agreement and its genuineness. But raised about clause No.3 pertains to payment of balance dues and interest which are said to have been interlined. All these interlinked points are not having genuineness because of your client's officials tactfully committed my client to sign on the agreement which supports the clear evidence vide his representation dt. 19-05-2013. Further, still you have accepted that the construction is not yet completed 100% and final coat of paint and bathroom fittings works are pending. In fact, on my clients physical verification, 30 % of work is pending still today. Further, it is his bounded to duty to change minor construction work as per my client's will and wish. The same was incorporated by my client vide his representation addressed to your client dt. 19-05-2013.

Contd.2.

Further, it is to inform you that because of your client's officials actions only, the sanction of LIC loan was once cancelled and again on the sincere attempts of my client, it was sanctioned again and released and paid immediately to your client. Thus the time gap 7 months was occurred. As such, there is no fault on my client side for payment of LIC loan. Further, you had stated that Rs.9.75 lakhs was paid by your client was a refund to my client's father to square off a loan as my client had taken from his father and the same is debited to my client's account. In this regard, it is to inform you that debiting Rs.9.75 lakhs directly to my client's account is illegal action and not belongs in anyway either to the said agreement or in any transactions done. Legally, an amount of Rs.3.30 lakhs is only due from my client after deducting the LIC loan of Rs.9.75 lakhs amount which is also kept ready for appearance of your client's officials.

Without considering the above said facts, your client and his officials constantly harassing my client is true and correct. If the same is not correct, your client's representative should collect the balance amount only but not other interest amount which was illegally imposed upon my client even through there is no lapse on his part and handover the said villa to my client. But your client failed to do so and insisting for more amounts towards interest and unnecessary taxes etc., which is not correct and illegal as per law.

Further, you have stated that in Feb.2013 my client booked his villa whereas the same was in advance stage of construction is also not correct. If it was true, the construction has to be completed 100% even at this time.

However, as per my client's instructions, it is to inform you that my client is ready to pay balance amount of Rs.3.30 lakhs only which is alredy with the Financer i.e. LIC. If you are giving the occupation certificate the LIC will relase the funds straightaway to you after filed verification without any delay.

As such, you are requested to inform your client to advise and to give occupation certificate after completion of entire works as on today which is pending. Immediately on the same day, the Financier/LIC/ Martgager will come for field verification and they will release your balance amount Rs.3.30 lakhs towards full and final settlement as per agreement for

Contd.3.

possession of the villa. The payment schedule which was made by my client is furnishing below for your ready reference and clarity which will prove my client's bonafied. Otherwise, my client will proceed further as per law.

The outstanding amount is Rs.330000/- only and not Rs.2048497/- as stated. Furnished below are the payment details:-

a.	2nd Feb 2013 Booking amount	Rs.25000/-
b.	18th Feb 2013 payment amount	Rs.200000/-
c.	26th June 2013 payment amount	Rs.500000/-
d.	24th Sep 2013 payment amount	Rs.243750/-
e.	17th Oct 2013 payment amount	Rs.243750/-
f.	31st Oct 2013 Payment amount	Rs.243750/-
g.	18th Nov 2013 payment amount	Rs.243750/-
h.	27th Nov 2013 payment by the (LIC) financer	Rs.1248000/-
i.	27th Nov 2013 Payment by the (LIC) financer	Rs.522000/-
	Total payments	**Rs.3570000/-**
	Balance (Rs.3900000-3570000)	**Rs.330000/-**

The aforesaid outstanding amount could only be cleared by the financer only that to after physical handing over and clearance letter from the applicant.

G.L.NARSIMHARAO
Advocate

Copt to:

Modi & Modi Constructions Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
MG Road, Secunderabad-500003

LIST OF DOCUMENTS

S.No.	Date	Parties to the document	Description
1	20-02-2013	Complainants and O.P.	Cash receipt Rs.25,000/- issued by the O.p.
2	16-02-2013	Complainants and O.P.	Cash receipt Rs.2,00,000/- issued by the O.p.
3	20-02-2013 /26-06-2013	Complainants and O.P.	Cash receipt Rs.5,00,000/- issued by the O.p.
4	25-02-2013	Complainants and O.P.	Agreement of sale by the O.P.
5	09-05-2013	Head of the Complainants and O.P.	Letter given to the O.P. for seeking 9 months time
6	14-12-2013	Complaint to O.P.	e-mail correspondence
7	28-12-2013	Complaint to O.P.	Reply by/op
8	29-12-2013	Complaint to o.p.	e-mail correspondence
9	02-01-2014	Complaint to o.p.	Reply / op
10	10-01-2014	Complaint to o.p.	e-mail correspondence
11	15-01-2014	Complaint to o.p.	Reply by op
12	05-02-2014	Complaint to o.p.	e-mail correspondence
13	08-02-2014	Complaint to o.p.	Reply / o.p.
14	09-02-2014	Complaint to o.p.	e-mail correspondence
15	12-03-2014	Notice to the o.p.	Legal notice to the o.p. by the complainants'counsel
16	10-04-2014	O.P.'s counsel reply	Reply notice by the op's counsel to the complainant's counsel
17	21-04-2014	2nd notice to o.p.	Legal notice to the o.p. by the complainants'counsel

Date: 26-05-2014
L.B.NAGAR

A. Vijayalakshmi

Complainant

SR NO. 471
31/5/2014

DISTRICT CONSUMER FORUM RECEIVED

BEFORE THE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM
R.R. District, at L.B.Nagar

C.C.No. OF 2014

BETWEEN:

Mrs. Angadi Vijaya Laxmi and another

..Complainant

and

Modi & Modi Constructions,
..Opposite Party

31/7

COMPLAINT FILED UNDER SEC.12 OF CONSUMER PROTECTION ACT 1986

FILED ON: 26-05-2014

G.L. Narasimha Rao
9848994240
J.S. Chandra Sekhar Reddy
9059944457

FILED BY:

M/s G.L.Narasimha Rao, Advocate, B.002, Prasad Enclave, Barkatpura, Hyderabad

COUNSEL FOR COMPLAINANT

DC 18

Monday Holiday.

09-06-2014

PAY TO M/s Modi & Modi constructions

को या धारक को OR BEARER

रुपये RUPEES Nine Lakhs and Seventy Five Thousand only

अदा करें

रू. Rs. 9,75,000/-

खा. सं. A/C. NO.	2291	न.प. L.F.		छो.ह. INTL.	

दि. आ.प्र. वर्धमान (महिला) को-आपरेटिव अर्बन बैंक लिमिटेड
The A. P. Vardhaman (Mahila)
Co-operative Urban Bank Ltd.
लोथकुन्टा शाखा, सिकन्दराबाद
Lothkunta Branch, Secunderabad (A.P.)

⑈061939⑈ 500222006⑆ 10

PRESS LIMITED, MANIPAL

G.L.NARASIMHA RAO
Advocate

H.No.3-4-778, BARKATPURA,
HYDERABAD -500 027.
Cell:9848994240 .

Doc No. 19

BY REGD. POST WITH ACK. DUE

To

Date: 09-06-2014

Modi & Modi Constructions Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,MG Road, Secunderabad-500003.

Ref: 1. Your counsel legal notice dated 15-05-2014.
2. Reply notice dt. 26-05-2014.

***

Under the instructions of my client Mr. A. Bhaskar, S/o Ramappa, R/o 1-24-253/1, Plot No.32, Sri Sainagar Colony, Lothugunta, Alwal, Secunderabad, Hyderabad issuing the present letter along with valid cheque dated 09-06-2014.

It is represented that my client's son and wife are purchasers of villa No.46 which was developed by you. In that transactions you have financially assisted them through my client Rs.9,75,000/- in the rotating manner. You have issued a legal notice through your counsel whereas his cheque was retained with you for a security purpose but without informing him you have deposited in your account and send a legal notice u/s 138 NI ACT.

In this regard, my client answered to your legal notice vide reference no.2, anyhow, my client to prove his bonafied he is ready to pay such amounts mentioned vide reference No.1 and issuing present cheque No.064939, dt. 09-06-2014 of AP Vardhaman (Mahila) Cooperative Urban Bank Limited, Lothukunta Branch. He is having amounts more than Rs.9,75,000/- as such, this cheque may be substitued with the earlier cheque in invoice vide ref No 1 for the same amounts and honour this cheque and drop your any further action in this regard by accepting and acknowledge this letter.

Encl: Original cheque 064939 dt.09-06-2014
For Rs.9,75,000/-
Drawn on the A.P.Vardhaman(Mahila)
Coopertive Urban Bank, Lothugunta Branch
Secunderabad.

G.L.NARASIMHARAO
Advocate

this cheque issued subject to realisation without prejudice to our rights in the notice already issued and case filed u/s. 138 NI Act.
11/6/14

MODI & MODI CONSTRUCTIONS SEC'BAD

DOC NO20

IN THE COURT OF THE I ADDL. CHIEF JUDGECITY CIVIL COURT
AT SECUNDERABAD

O. S. No: 98 OF 2014

Between:

Modi & Modi Constructions, a partnership firm
Having its registered office at 5-4-187/3 & 4,
Soham Mansion, M. G. Road, Secunderabad
Represented by its Managing Partner,
Sri Soham Modi S/o Sri Satish Modi aged 44 years,
... PLAINTIFF

And

1. Smt.A. Vijaya Lakshmi W/o. A. Bhasker
Aged 56 years,

2. A.Mahesh Kumar S/o A Bhasker,
Aged 31 years, Occupation Service
Both R/o. H.No.1-24-253/1, Plot No. 32,
Sri Sai Nagar Colony, Loathkunta,
Alwal, Secunderabad – 15.
... DEFENDANTS

SUIT FOR RECOVERY OF RS.20,48,497/- PLAINT FILED UNDER SECTION 26 C.P.C.

I. Description of the Plaintiff:

The addresses for service of all notices, summons and process etc. on the Plaintiff is as mentioned above and of their counsel Sri C. Balagopal, Smt. Ameerunnisa Begum, K. Vijaya Saradhi, C. V. Chandramouli and P. Vikram Kumar, Advocates, having their office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad.

II. Description of the Defendants:

The addresses for service of all notices, summons and process etc. on the Defendants are the same as mentioned above.

III. Facts of the case:

a) The Plaintiff is a Builder of repute and has developed and constructed several residential Flats, Villas and bungalows in and around the Twin Cities of Secunderabad and Hyderabad. One of the projects undertaken by the Plaintiff is "NILGIRI HOMES", situated at Survey Nos.128,129,132 & 136, Rampally Village, Keesara Mandal, Ranga Reddy District.

For MODI & MODI CONSTRUCTIONS

b). The said project consists of Independent Villas. The Defendants approached the Plaintiff for purchase of a Villa No.46 in the said venture for a total consideration of Rs. 39 lacs. The Plaintiff informed the Defendants that the villa choosen by them is in an advanced stage of construction and if the dues are paid within four months, they would be able to complete and handover the possession of the villa. The defendants were satisfied about the progess of the project at that point of time and agreed of all the terms and conditions as specified by the plaintiff. On such agreement having been reached the Plaintiff had executed a regd. sale deed bearing No. 3452 of 2013 for the land admeasuring 125 sq yards on 16/11/2013 at SRO, Keesara, RR dist. On the same day the Defendants also executed an agreement of construction in favour of the Plaintiff which clearly spells out the terms of payment, period of completion and interest on late payments besides the other terms and conditions. The Defendants have abnormaly delayed in the payment of the instalments. The Plaintiff has received an amount of Rs.25,95,000/- till date. The Defendants have to further pay an amount of Rs.20,48,497/- to the Plaintiff towards full and final settlement of the cost of the villa. The above amount includes service tax, corpus fund and interest on late payments.

c) The Plaintiff submits that the villa is ready in all aspects and it will be in a position to handover the possession to the Defendants after they clear all the dues as specifed above.

d) The Plaintiff had got issued a notice dated18/04/2014 through its Counsel to the Defendants calling upon the Defendants to make the payment of Rs. 20,48,497/- within 7 days from the date of receipt of the notice and take possession of the villa. Though the defendants received the notice, they have not so far replied.

For MODI & MODI CONSTRUCTIONS

Partner

IV). The Plaintiff declares that it has not filed any suit or proceeding for the same relief sought herein against the Defendants in any court of Law.

V. Cause of action:

The cause of action for the suit arose on..... the date of booking of bungalow by the Defendant and on 16/11/2013 the date on which the sale deed was executed in favour of the Defendants and also the Agreement of Construction executed by the Defendants infavour of the Plaintiffs and on all other subsequent dates when the dues remained unpaid and the cause of action is subsisting.

V. Jurisdiction:

The Registered office of the Plaintiff is at M.G.Road, Secunderabad, which is within jurisdiction of this Hon'ble court and hence this Hon'ble Court has got jurisdiction to try the suit.

VI. Court Fee:

a) The suit is valued for the purpose of court fee and jurisdiction at Rs. 20,48,497/- on which a court fee of Rs...../- is paid herewith paid under Section 20 of A.P.C.F. and S. V. Act.

VII. Prayer:

The Plaintiff prays that this Hon'ble court be pleased to pass a Judgment and Decree in favour of the Plaintiff and against the Defendants granting the following reliefs:-

a) To pass a decree and Judgment in favour of the Plaintiff against the Defendants for recovery of Rs. 20,48,497/- with interest @ 18% p.a. from the date of this suit till realization;

b) and to award costs of the suit; and

c) To grant any other relief or reliefs to which the plaintiffs are otherwise entitled to in the circumstances of the case.

For MODI & MODI CONSTRUCTIONS

Advocate for the Plaintiff

Plaintiff Partner

LIST OF DOCUMENTS FILED ALONG WITH THE PLAINT

S. No.	Date	Description of document
1.		Copy of the Registration of Plaintiff firm
2.		Booking form – Xerox copy
3.	16.11.2013	Sale Deed executed by Plaintiff in favour of Defs Xerox copy
4.	16.11.2013	Agreement of construction. Xerox copy
5.	28.04.2014	O/c of Notice issued by Plaintiff's counsel to Defs.
6.		Statement of Account

Secunderabad
Date:

COUNSEL FOR PLAINTIFF

IN THE COURT OF THE
I ADDL. CHIEF JUDGE
CITY CIVIL COURT
AT SECUNDERABAD

O. S. No: OF 2014

Between:

Modi & Modi Constructions
... PLAINTIFF

And

Smt. A. Vijaya Lakshmi & another
... DEFENDANTS

SUIT FOR RECOVERY OF
RS.20,48,497/- PLAINT FILED
UNDER SECTION 26 C.P.C.

Filed on:

Filed by:

Sri C.BALAGOPAL
ADVOCATE

Flat No.103, Suresh Harivillu Apts
Road No.11, West Marredpally
Secunderabad – 26.
Ph: 64570512

COUNSEL FOR PLAINTIFF

372

Other side copy

BEFORE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM at L.B.Nagar

C.C.No. 137 OF 2014

BETWEEN:

Mrs. Angadi Vijaya Laxmi and another

..Complainant/Petitioner

and

Modi & Modi Constructions,

..Opposite Party/Respondent

WRITTEN ARGUEMENT

~~CHIEF AFFIDAVIT~~

FILED BY THE COMPLAINT AS P.W.-I

FILED ON: 23-06-2015

FILED BY:

M/s G.L.Narasimha Rao, (AP/302/96)&
BCS REDDY,
Advocates, B.002, Prasad Enclave,
3-4-778, Barkatpura, Hyderabad

COUNSEL FOR COMPLAINANTS/PETITIONERS

DISTRICT CONSUMER DISPUTES REDRESSAL FORUM: RANGA REDDY

CC 137/2014

Between:

1. Mrs. Angadi Vijaya Laxmi, W/o Bhaskar, Age 56 years, Occ: House wife.
2. Angadi Mahesh Kumar, S/o Bhaskar, Age 33 years, Both are R/o 1-24-253/1, Flat No.32, Sri Sainagar, Lotugunta, Alwal, Secunderabad – 500 015. ... Complainants

AND

Modi & Modi Constructions,
Rep. by its Partner Ssoham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
M.G.Road, Secunderabad – 500 003. ... Opposite Party

Counsel for Complainants : Sri G.L.Narasimha Rao, Advocate
Counsel for Opposite Party : M/s C.Bala Gopal, Advocates

PRESENT: Sri R.GOPALA KRISHNA MURTHY, PRESIDENT
Smt I.L.PRASANTHI, LADY MEMBER

(PER HON'BLE Sri R.GOPALA KRISHNA MURTHY, PRESIDENT ON BEHALF OF THE BENCH)

FRIDAY, THE TWENTY FOURTH DAY OF JULY
TWO THOUSAND FIFTEEN

Order:

1. This complaint is filed by the complainants U/Sec 12 of the Consumer Protection Act, 1986 to direct the Opposite Party to handover the Villa No.46 situated at Rampally Village of Keesara Mandal in R.R.District after completion of entire works along with Occupation Certificate and to pay a sum of Rs.25,000/- p.m. towards damages since October 2013 and to pay Rs.5,00,000/- to each of them for causing mental agony and harassment with costs.

2. The material averments of the complaint are mentioned below:

The Opposite Party developed Villas at Rampally Village as builder and developer under the name and style "Nilgiri Homes". The first complainant is the mother of the second complainant. The husband of first complainant by name A.Bhaskar approached the Opposite Party along with the complainants and choose to purchase independent Villa No.46 which was in skeleton condition (only RCC ceiling was completed). They agreed to purchase the above said Villa for a sale consideration of

Rs.39,00,000/- which is payable within a period of nine months. They also paid an amount of Rs.25,000/- as booking advance to the Opposite Party on 02.02.2013 under a cheque. The above stipulated time and amounts were fixed on oral agreement and no written agreement took place on that day. The complainants paid Rs.2,00,000/- on 16.02.2013 as first instalment and Rs.5,00,000/- on 26.02.2013 as second instalment under two cheques. Thus, the complainants paid Rs.7,25,000/- and entered into an Agreement with the Opposite Party. The Opposite Party represented by one Mr.Krishna Prasad obtained the signatures of the complainants on the Agreement in hurried manner by misleading them and brought pressure for the payment of Rs.14,75,000/- in a short duration. Then the complainants submitted a representation on 09.05.2013 with a proposal payment schedule for a period of nine months. But there is no reply from the Opposite Party. The complainants visited the office of Opposite Party in the last week of May 2013 for their reply either to execute their acceptance or to return back the amount of Rs.7,25,000/- already paid by the complainants. There is no response from the side of the Opposite Party. That means it is deemed that the Opposite Party accepted the span of nine months' time.

The complainants applied for a housing loan from the LIC Housing Loan Financial Institution who sanctioned Rs.22,00,000/- and the complainants have to be paid and fulfill the balance amount of Rs.17,00,000/- as margin money for getting loan sanction. Therefore, there has been a short fall of Rs.9,75,000/- (Rs.17,00,000 – Rs.7,25,000/-). The Opposite Party came forward to finance the short fall amount of Rs.9,75,000/- as hand loan with a view to honour their short term duration agreement. The Opposite Party reduced the nine months period to four months time instead of paying entire short fall amount of Rs.9,75,000/-. The Opposite Party intentionally paid Rs.2,43,750/- in four instalments as mentioned below:-

Amount	Date of credit to A.Bhaskar's account by M/s Modi	Date of debit from Bhaskar account to AV Mahesh Kumar A/C	Date of Credit to AV Mahesh Kumar A/C from A.Bhaskar	Date of debit to M/s Modi account from Mahesh Kumar A/C
243750	17-Sep-13	21-Sep-13	21-Sep-13	24-Sep-13
243750	28-Sep-13	10-Oct-13	10-Oct-13	17-Oct-13
243750	21-Oct-13	25-Oct-13	25-Oct-13	31-Oct-13
243750	08-Nov-13	13-Nov-13	13-Nov-13	18-Nov-13

975000

Thus, the payment of Rs.9,75,000/- was made in the span of six months (from May 2013 to November 2013) which resulted expiry of housing loan validity and one cheque was bounced. On 20.11.2013, immediately after fulfilment of margin money as per above rotation manner, the Opposite Party forcibly registered the Villa on the name of the complainants though it was not made ready to occupy and got released the below mentioned amounts directly from the housing loan financier without any intimation to the complainants.

1.	27th Nov. 2013	Rs.12,48,000/-
2.	27th Nov.2013	Rs. 6,22,000/-
	Total	Rs.18,70,000/- (Rupees Eighteen Lakhs Seventy Thousand only)

The remaining amount of Rs.3,30,000/- was retained with the financier awaiting the occupation letter from the Opposite Party. The complainants made correspondence through emails right from December 2013 to 09.02.2014 and there is no proper response from the Opposite Party. The Opposite Party is showing the due amount as Rs.14,20,690/- duly adding the service tax of Rs.1,15,690/- without producing any receipt. Moreover, it is mentioned that the interest on delayed payments was not reflected in the statement as well as charges of extra specifications not included. The said cryptic reply of the Opposite Party shocked the complainants. In fact the complainants are due only Rs.3,30,000/- which was retained with the financier. The Opposite Party did not come forward to finalize the account by relaxing the interest amount and producing the service tax payment

receipts. The physical possession of the Villa was not given to the complainants on one pretext or other. The construction of the Villa is not completed even now. It causes mental agony to the complainants after paying huge amounts besides financial loss of Rs.25,000/- p.m. from October 2013 for not handing over the possession of the Villa. Hence the complaint.

3. The Opposite Party filed the Written Version and admitted the purchase of Villa No.46 by the complainants for a total sale consideration of Rs.39,00,000/-. It is also admitted that the complainants paid booking advance of Rs.25,000/- on 02.02.2013 by way of cheque. It is mainly contended that there is no oral agreement with the complainants and both of them entered into an Agreement of Sale on 25.02.2013 i.e. within five days of receipt of the booking advance. All the terms and conditions including payments to be made by the complainants are clearly enumerated in the Agreement of Sale. It is true that the complainants paid an amount of Rs.2,00,000/- on 16.02.2013. It is not true that Rs.5,00,000/- was paid on 26.02.2013. In fact the said sum was paid on 26.06.2013. It is not true to allege that Mr.Krishna Prasad, Manager mislead the complainants. The second complainant signed on the Agreement. The payment schedule was also agreed upon at the time of booking and the same has been mentioned at clause No.3 of the Agreement. It is not true to say that the complainants were pressurized for the bulky amount of Rs.14,75,000/-. It is true that a proposal was given by the complainants on 09.05.2014 regarding payment schedule within nine months but the same was not accepted by them as it was against the terms of the Agreement. They have no personal knowledge regarding the transaction of the complainants with the LIC Housing Loan Financial Institution. The dues of Rs.14,20,690/- is inclusive of interest on late payments of instalments, the service tax of Rs.1,15,690/- payable to the Government. The complainants agreed for payment of sales tax, VAT and

service tax as per clause-11 of the Agreement. They have waived the payment of VAT but not the service tax. It is clearly mentioned at clause-4 of the Agreement for payment of interest on delayed payments. As per clause-23 of the Agreement the complainants shall pay a sum of Rs.40,000/- as corpus for a Row house. The unit purchased by the complainants is in the row house and hence they are liable to pay the corpus fund. They have received only an amount of Rs.35,70,000/- till now. The complainants have to further pay an amount of Rs.11,23,523/- towards full and final settlement of the cost of the Villa along with the interest. The breakup of the above amount is as follows:

Service Tax	Rs.2,15,420.00
Interest on delayed payments	Rs.4,87,177.00
Court Fee and legal expenses	Rs. 50,926.00
Corpus Fund	Rs. 40,000.00
TOTAL	Rs.7,92,523.00

The above amount has not been taken into consideration by the complainants and they have taken the difference of amount which comes to Rs.3,30,000/-. They also filed a suit for recovery of the dues from the complainants which is numbered as O.S.No.98/2014 on the file of I Addl. Chief Judge of Secunderabad. They are ready to handover the possession of the Villa to the complainants after clearing all the dues. They also got issued a notice dt.18.04.2014 to the complainants calling upon the complainants to make the payment of Rs.20,48,497/- within seven days. The complainants received the said notice. There is no 'deficiency of service' on their part. They also filed the photographs of the Villa to show its completion. Therefore, it is prayed to dismiss the complaint.

4. <u>The points for consideration in this case are</u>:

1) Whether there is any 'deficiency in service' on the part of the Opposite Party?

2) To what relief the complainants are entitled?

5. The first complainant filed her Evidence Affidavit and got Ex.A1 to A17 marked. The Opposite Party filed his Evidence Affidavit and Ex.B1 and B2 are only marked on his side.

6. The learned counsel for the complainants and Opposite Party filed their Written Arguments.

7. **Point No.1:** It is not in dispute that the complainants agreed to purchase the Villa No.46 from the Opposite Party for a total sale consideration of Rs.39,00,000/-. Admittedly, the complainants booked the said Villa by paying the advance amount of Rs.25,000/- on 20.02.2013 under Ex.A1 receipt. Both the parties have entered into an Agreement of Sale on 25.02.2013 which is marked as Ex.A4 (copy). As per clause No.3 of the said Agreement, the complainants (vendees) shall pay the remaining balance consideration of Rs.38,75,000/- in six instalments as shown below:

Instalment	Amount	Due date for payment
I	Rs.2,00,000/-	05.03.2013
II	Rs.14,75,000/-	05.04.2013
III	Rs.15,00,000/-	20.04.2013
V	Rs.5,00,000/-	Balance amount of HL to be released on completion of flooring, windows, bathroom tiles & 1st coat of paint
VI	Rs.2,00,000/-	On Completion

It is the case of the complainants that the Opposite Party orally agreed to receive the sale consideration within a period of nine months even though four months duration is mentioned under the Agreement. Of course, it is an oral agreement according to the complainants. The complainants filed Ex.A2 and A3 receipts issued by the Opposite Party for Rs.2,00,000/- and Rs.5,00,000/- respectively. Even though the first instalment of Rs.2,00,000/- is payable by the complainants on 05.03.2013, the Opposite Party choose to receive the said sum in earlier i.e. on 16.02.2013 itself. Likewise, the Opposite Party choose to receive the sum of Rs.5,00,000/- in the month of June 2013 under Ex.A3 without insisting the payment schedule as mentioned under clause-3 of the Agreement.

Anyhow, the Opposite Party admits that the complainants paid a total sum of Rs.35,70,000/- as mentioned in their account statement which is marked as Ex.B1. The dispute between the parties is with regard to the payment of service tax and interest on delayed payments. As rightly contended by the learned counsel for the Opposite Party, the vendees agreed to pay the service tax as per clause-11 of Ex.A4 Agreement. The second complainant made mail correspondence with the Opposite Party under Ex.A5 to A14 from 09.05.2013 onwards upto 09.02.2014. The second complainant prepared to pay the balance of sale consideration in five instalments as mentioned under Ex.A5. The representative of the Opposite Party by name Sri K.Krishna Prasad showed the service tax as Rs.1,15,690/- under Ex.A7 reply. He also informed the said sum to the second complainant in his subsequent reply under Ex.A13. Now the Opposite Party demands to pay Rs.2,15,420/- towards service tax which is contrary to the written representations made on behalf of the Opposite Party. The complainants are also insisting for documentary evidence for payment of the service tax of Rs.1,15,690/-. The Opposite Party is also demanding Rs.40,000/- towards corpus fund. As per the mail correspondence made by the representative of the Opposite Party, the corpus fund is payable only to the Flat Owners Association but not to the builder. In other words, the builder is nothing to do with the corpus fund and maintenance charges. Ex.A7 reveals the same. The Opposite Party is also claiming an amount of Rs.50,926/- towards court fee and legal expenses. In this connection, it is pertinent to note that the Opposite Party stated in his version that he filed O.S.No.98/2014 on the file of the I Addl. Chief Judge, Secunderabad for recovery of the due amount from the complainants. Hence, the court fee has to be considered by the Civil Court only. The learned counsel for the Opposite Party further contended that the complainants are liable to pay simple interest at 1.5% p.m. on all delayed payments of instalments as per clause No.4 of the Agreement.

Evidently, the Opposite Party choose to receive some instalments even after the due dates. It is clearly mentioned under clause-13 of the Agreement that the property shall be delivered to the vendees on or before 01.09.2013 with a further grace period of six months. Admittedly, the Villa was not delivered to the complainants till now. Disputes arose between the parties to settle their accounts. It is not possible to decide the due amount payable by the complainants in summary jurisdiction. Moreover, the civil suit was already filed by the Opposite Party for the above purpose. Now the complainants are ready to take delivery of the Villa by paying the remaining balance of Rs.3,30,000/- through their financier (LIC) on production of Occupation Certificate. It is stated by the Opposite Party that the entire construction of the Villa was already completed except some minor works which can be completed within few days. Ex.B2 bunch of photos filed by Opposite Party disclose the same.

In the above circumstances, we deem it just and proper to direct the Opposite Party to deliver the possession of the Villa since the complainants have already paid considerable amounts except the last instalment of Rs.3,30,000/-. The Opposite Party is also not going to get any benefit if the Villa is kept vacant for a longer period. The Villa will be damaged if it is not maintained properly. We left open the issue of settlement of the account for determination by the Civil Court.

9. **Point No.2:** In the result, the Opposite Party is directed to deliver the Villa No.46 situated at Rampally Village of Keesara Mandal in R.R.District to the complainants after receiving the balance sale consideration of Rs.3,30,000/- from their financier on production of Occupancy Certificate. The Opposite Party is further directed to complete the minor works if any as agreed under the Agreement of Sale dt.25.02.2013. Time for compliance is one month. This order does not absolve the complainants from their liability to pay the due amounts if any

to the Opposite Party to be decided by the Civil Court. The complaint is partly allowed accordingly. There will be no order as to costs.

Dictated to the Steno-typist, transcribed by her, corrected by me and pronounced by us in the Open Forum on this the 24th day of July, 2015.

Sd/-
PRESIDENT

Sd/-
MEMBER

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Complainants
Complainant No.1 filed Affidavit

For Opposite Party
Affidavit filed

EXHIBITS MARKED

For Complainants

Ex.A1 – Copy of Receipt for Rs.25,000/- dt.20.02.2013
Ex.A2 – Copy of Receipt for Rs.2,00,000/- dt.16.02.2013
Ex.A3 – Copy of Receipt for Rs.5,00,000/- dt.26.06.2013
Ex.A4 – Copy of Agreement of Sale dt.25.02.2013
Ex.A5 – Copy of Letter dt.09.05.2013
Ex.A6 – Copy of Email dt.14.12.2013
Ex.A7 – Copy of Email dt.28.12.2013
Ex.A8 – Copy of Email dt.29.12.2013
Ex.A9 – Copy of Email dt.02.01.2014
Ex.A10 – Copy of Email dt.10.01.2014
Ex.A11 – Copy of Email dt.15.01.2014
Ex.A12 – Copy of Email dt.05.02.2014
Ex.A13 – Copy of Email dt.08.02.2014
Ex.A14 – Copy of Email dt.09.02.2014
Ex.A15 – Copy of Legal Notice dt.12.03.2014
Ex.A16 – Copy of Reply Notice dt.10.04.2014
Ex.A17 – Copy of Legal Notice dt.21.04.2014

Exhibits marked for the Opposite Parties

Ex.B1 – Account Statement
Ex.B2 – Photos along with CD

Sd/-
PRESIDENT

Sd/-
MEMBER

Dis. No. 884 dt. 3-8-15

Order Pronounced on 24-7-2015
Order Made ready on 3-8-2015
Order Delivered on 3-8-2015

3/8/2015
Sheristadar/Asst.
Under Consumer Protection Act, 1986,
District Forum,
Ranga Reddy.

Sd/-
MEMBER

S

In the Court of the Telangana State Consumer Disputes Redressal Commission

AT Hyderabad

Between : PA No. of 2015

Modi & Modi Constructions — Plaintiff / Petitioner / Complainant / Appellant

Argadi Vijaya Laxmi & another. — Defendent / Respondent / Accused

I/We Modi & Modi Constructions
Rep By Soham Modi S/o Sri Satish Modi, Partner.
5-4-187/3&4 M.G. Road
Secunderabad-26

do hereby appoint and retain

C. BALA GOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRAMOULI / P. Vikram Kumar.
ADVOCATES

Advocate/s to appear for me/us in the above Suit/Appeal/Petition/Case and to conduct and prosecute and defend the same and all proceedings that may be taken in respect of any application for execution of any decree or order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceedings in the above suit or matter till all decrees or order are fully satisfied or adjusted to compromise and obtain the return of Documents and draw any money that might be payable to me/us in the said Suit or matter and I/We do further empower my/our Advocate/s to accept on my/our behalf, service of notice of all or any appeal or petition filed in any Court or appeal Reference or Revision with regard to the said suit or matter before disposal of this same in Honourable Court.

For MODI & MODI CONSTRUCTIONS

Partner

Certified that the executant who is well acquainted with English, read this Vakalatnama that the contents of this Vakalatnama were read out and explained in Urdu /Hindi/Telugu to executant he/she/they being unacquainted with English who appeared perfectly to understand the same and signed or put his/her/their name or mark in my presence.

Identified by : Sri C.V. Chandramouli

Executed on this the 17th Day of Aug. 2015

ADVOCATE

In the Court of the Telangana State Consumer Disputes Commission

AT Hyd.

FA No. of 2015

Between :

Modi & Modi Construction Plaintiff Petitioner Appellant Complainant

AND

Angadi Vijaya Laxmi & another. Defendent Respondent Accused

VAKALAT

ACCEPTED

Filed on : 17-6-2015

Filed By :

Advocate for : Appellant

Address for Service :

☎ : Off. 64570512
Cell : 94417 82451
92461 72988

C. BALA GOPAL
AMEERUNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRAMOULI
ADVOCATES

Flat No. 103, Suresh Harivillu Apts.
Road No. 11, West Marredpally
Secunderabad-500 026.

G.L.NARSIMHA RAO
Advocate

H.No.3-4-778, BARKATPURA,
HYDERABAD -500 027.
Cell:9848994240 .

BY REGD. POST WITH ACK. DUE

To

Date: 13-08-2015.

Modi & Modi Constructions Rep. by its Partner Soham Modi,
H.No.5-4-187/3 & 4, 2nd Floor,
MG Road, Secunderabad-500003.

Sub: To handed over the villa as per the orders in C.C.No.137 of 2014 Dated 24-07-2015 on the file of District Consumer Disputes Readdressal Forum, R.R. District – Reg.

***

Under the instructions of my clients 1) Mrs. Angadi Vijaya Laxmi, W/o Bhaskara Rao, Age 56 years, Occ:House Wife, 2) Angadi Mahesh, S/o Bhaskara Rao, Both are R/o 1-24-253//1, Flat No.32, Sri Sainagar, Lotugunta, Alwal, Secunderabad-500015, do hereby issue this notice upon the following brief facts.

1. My clients states that you are as a Builder/Developer offered them to purchase a Villa No.46 in Sy.No. 134, 135 & 136, with free registration situated at Rampally village of Keesar Mandal and the same was registered but so far it was not handed over to my clients. They have approached the Hon'ble District Consumer Forum for their grievance. They have purchased the villa by spending huge amounts but you are not handed over the same and they constrained to paying rents Rs.25,000/- per month and facing mental agony. Anyhow, the Hon'ble Consumer Forum passed its orders and you are well aware about the financiar who financed to my clients and they have retained amounts Rs.3,30,000/- for want of production of occupancy certificate. After showing the occupancy certificate, immediately they will release the said amounts to you. Remaining things will be settled in the suit pending between you and my clients. My clients reserved their rights to approach Hon'ble State Forum regarding remaining prayers for mental agony and compensation etc.

Therefore, you are, hereby called upon by this notice to complete the entire works and handover the building to my clients immediately duly issuing occupancy certificate. My clients will instruct their financiar i.e. LIC Housing Finance to release remaining amount of Rs.3,30,000/- in favour of you in compliance of orders in C.C. No.137 of 2014 to avoid any further delay in this regard.

G.L.NARSIMHARAO
Advocate

A copy of the judgment in C.C.No.137 of 2014 is enclosed herewith for ready reference.

DISTRICT CONSUMER DISPUTES REDRESSAL FORUM: RANGA REDDY

CC 137/2014

Between:

1. Mrs. Angadi Vijaya Laxmi, W/o Bhaskar, Age 56 years, Occ: House wife.

2. Angadi Mahesh Kumar, S/o Bhaskar, Age: 33 years, Both are R/o 1-24-253/1, Flat No.32, Sri Sainagar, Lotugunta, Alwal, Secunderabad – 500 015.

... Complainants

AND

Modi & Modi Constructions, Rep. by its Partner Ssoham Modi, H.No.5-4-187/3 & 4, 2nd Floor, M.G.Road, Secunderabad – 500 003.

... Opposite Party

Counsel for Complainants : Sri G.L.Narasimha Rao, Advocate
Counsel for Opposite Party : M/s C.Bala Gopal, Advocates

PRESENT: Sri R.GOPALA KRISHNA MURTHY, PRESIDENT
Smt I.L.PRASANTHI, LADY MEMBER

(PER HON'BLE Sri R.GOPALA KRISHNA MURTHY, PRESIDENT ON BEHALF OF THE BENCH)

FRIDAY, THE TWENTY FOURTH DAY OF JULY
TWO THOUSAND FIFTEEN

Order:

1. This complaint is filed by the complainants U/Sec 12 of the Consumer Protection Act, 1986 to direct the Opposite Party to handover the Villa No.46 situated at Rampally Village of Keesara Mandal in R.R.District after completion of entire works along with Occupation Certificate and to pay a sum of Rs.25,000/- p.m. towards damages since October 2013 and to pay Rs.5,00,000/- to each of them for causing mental agony and harassment with costs.

2. The material averments of the complaint are mentioned below:

The Opposite Party developed Villas at Rampally Village as builder and developer under the name and style "Nilgiri Homes". The first complainant is the mother of the second complainant. The husband of first complainant by name A.Bhaskar approached the Opposite Party along with the complainants and choose to purchase independent Villa No.46 which was in skeleton condition (only RCC ceiling was completed). They agreed to purchase the above said Villa for a sale consideration of

receipts. The physical possession of the Villa was not given to the complainants on one pretext or other. The construction of the Villa is not completed even now. It causes mental agony to the complainants after paying huge amounts besides financial loss of Rs.25,000/- p.m. from October 2013 for not handing over the possession of the Villa. Hence the complaint.

3. The Opposite Party filed the Written Version and admitted the purchase of Villa No.46 by the complainants for a total sale consideration of Rs.39,00,000/-. It is also admitted that the complainants paid booking advance of Rs.25,000/- on 02.02.2013 by way of cheque. It is mainly contended that there is no oral agreement with the complainants and both of them entered into an Agreement of Sale on 25.02.2013 i.e. within five days of receipt of the booking advance. All the terms and conditions including payments to be made by the complainants are clearly enumerated in the Agreement of Sale. It is true that the complainants paid an amount of Rs.2,00,000/- on 16.02.2013. It is not true that Rs.5,00,000/- was paid on 26.02.2013. In fact the said sum was paid on 26.06.2013. It is not true to allege that Mr.Krishna Prasad, Manager mislead the complainants. The second complainant signed on the Agreement. The payment schedule was also agreed upon at the time of booking and the same has been mentioned at clause No.3 of the Agreement. It is not true to say that the complainants were pressurized for the bulky amount of Rs.14,75,000/-. It is true that a proposal was given by the complainants on 09.05.2014 regarding payment schedule within nine months but the same was not accepted by them as it was against the terms of the Agreement. They have no personal knowledge regarding the transaction of the complainants with the LIC Housing Loan Financial Institution. The dues of Rs.14,20,690/- is inclusive of interest on late payments of instalments, the service tax of Rs.1,15,690/- payable to the Government. The complainants agreed for payment of sales tax, VAT and

service tax as per clause-11 of the Agreement. They have paid the payment of VAT but not the service tax. It is clearly mentioned at clause-9 of the Agreement for payment of interest on delayed payments. As per clause-23 of the Agreement the complainants shall pay a sum of Rs.40,000/- as corpus for a Row house. The unit purchased by the complainants is in the row house and hence they are liable to pay the corpus fund. They have received only an amount of Rs.58,70,000/- till now. The complainants have to further pay an amount of Rs.11,23,523/- towards full and final settlement of the cost of the Villa along with the interest. The breakup of the above amount is as follows:

Service Tax	Rs.2,15,420.00
Interest on delayed payments	Rs.4,87,177.00
Court Fee and legal expenses	Rs. 50,926.00
Corpus Fund	Rs. 40,000.00
TOTAL	Rs.7,92,523.00

The above amount has not been taken into consideration by the complainants and they have taken the difference of amount which comes to Rs.3,30,000/-. They also filed a suit for recovery of the dues from the complainants which is numbered as O.S.No.98/2014 on the file of I Addl. Chief Judge of Secunderabad. They are ready to handover the possession of the Villa to the complainants after clearing all the dues. They also got issued a notice dt.18.04.2014 to the complainants calling upon the complainants to make the payment of Rs.20,48,497/- within seven days. The complainants received the said notice. There is no 'deficiency of service' on their part. They also filed the photographs of the Villa to show its completion. Therefore, it is prayed to dismiss the complaint.

4. **The points for consideration in this case are**:

1) Whether there is any 'deficiency in service' on the part of the Opposite Party?

2) To what relief the complainants are entitled?

5. The first complainant filed her Evidence Affidavit and got Ex.A1 to A17 marked. The Opposite Party filed his Evidence Affidavit and Ex.B1 and B2 are only marked on his side.

6. The learned counsel for the complainants and Opposite Party filed their Written Arguments.

7. **Point No.1:** It is not in dispute that the complainants agreed to purchase the Villa No.46 from the Opposite Party for a total sale consideration of Rs.39,00,000/-. Admittedly, the complainants booked the said Villa by paying the advance amount of Rs.25,000/- on 20.02.2013 under Ex.A1 receipt. Both the parties have entered into an Agreement of Sale on 25.02.2013 which is marked as Ex.A4 (copy). As per clause No.3 of the said Agreement, the complainants (vendees) shall pay the remaining balance consideration of Rs.38,75,000/- in six instalments as shown below:

Instalment	Amount	Due date for payment
I	Rs.2,00,000/-	05.03.2013
II	Rs.14,75,000/-	05.04.2013
III	Rs.15,00,000/-	20.04.2013
V	Rs.5,00,000/-	Balance amount of HL to be released on completion of flooring, windows, bathroom tiles & 1st coat of paint
VI	Rs.2,00,000/-	On Completion

It is the case of the complainants that the Opposite Party orally agreed to receive the sale consideration within a period of nine months even though four months duration is mentioned under the Agreement. Of course, it is an oral agreement according to the complainants. The complainants filed Ex.A2 and A3 receipts issued by the Opposite Party for Rs.2,00,000/- and Rs.5,00,000/- respectively. Even though the first instalment of Rs.2,00,000/- is payable by the complainants on 05.03.2013, the Opposite Party choose to receive the said sum in earlier i.e. on 16.02.2013 itself. Likewise, the Opposite Party choose to receive the sum of Rs.5,00,000/- in the month of June 2013 under Ex.A3 without insisting the [illegible] schedule as mentioned under clause-3 of the Agreement.

Anyhow, the Opposite Party admits that the complainants paid a total sum of Rs.35,70,000/- as mentioned in their account statement which is marked as Ex.B1. The dispute between the parties is with regard to the payment of service tax and interest on delayed payments. As rightly contended by the learned counsel for the Opposite Party, the vendees agreed to pay the service tax as per clause-11 of Ex.A4 Agreement. The second complainant made mail correspondence with the Opposite Party under Ex.A5 to A14 from 09.05.2013 onwards upto 09.02.2014. The second complainant prepared to pay the balance of sale consideration in five instalments as mentioned under Ex.A5. The representative of the Opposite Party by name Sri K.Krishna Prasad showed the service tax as Rs.1,15,690/- under Ex.A7 reply. He also informed the said sum to the second complainant in his subsequent reply under Ex.A13. Now the Opposite Party demands to pay Rs.2,15,420/- towards service tax which is contrary to the written representations made on behalf of the Opposite Party. The complainants are also insisting for documentary evidence for payment of the service tax of Rs.1,15,690/-. The Opposite Party is demanding Rs.40,000/- towards corpus fund. As per the mail correspondence made by the representative of the Opposite Party, the corpus fund is payable only to the Flat Owners Association but not to the builder. In other words, the builder is nothing to do with the corpus fund and maintenance charges. Ex.A7 reveals the same. The Opposite Party is also claiming an amount of Rs.50,926/- towards court fee and legal expenses. In this connection, it is pertinent to note that the Opposite Party stated in his version that he filed O.S.No.98/2014 on the file of the I Addl. Chief Judge, Secunderabad for recovery of the due amount from the complainants. Hence, the court fee has to be considered by the Civil Court only. The learned counsel for the Opposite Party further contended that the complainants are liable to pay simple interest at 1.5% p.m. on all delayed payments of instalments as per clause No.4 of the Agreement.

Evidently, the Opposite Party choose to receive some instalments even after the due dates. It is clearly mentioned under clause-13 of the Agreement that the property shall be delivered to the vendees on or before 01.09.2013 with a further grace period of six months. Admittedly, the Villa was not delivered to the complainants till now. Disputes arose between the parties to settle their accounts. It is not possible to decide the due amount payable by the complainants in summary jurisdiction. Moreover, the civil suit was already filed by the Opposite Party for the above purpose. Now the complainants are ready to take delivery of the Villa by paying the remaining balance of Rs.3,30,000/- through their financier (LIC) on production of Occupation Certificate. It is stated by the Opposite Party that the entire construction of the Villa was already completed except some minor works which can be completed within few days. Ex.B2 bunch of photos filed by Opposite Party disclose the same.

In the above circumstances, we deem it just and proper to direct the Opposite Party to deliver the possession of the Villa since the complainants have already paid considerable amounts except the last instalment of Rs.3,30,000/-. The Opposite Party is also not going to get any benefit if the Villa is kept vacant for a longer period. The Villa will be damaged if it is not maintained properly. We left open the issue of settlement of the account for determination by the Civil Court.

9. **Point No.2:** In the result, the Opposite Party is directed to deliver the Villa No.46 situated at Rampally Village of Keesara Mandal in R.R.District to the complainants after receiving the balance sale consideration of Rs.3,30,000/- from their financier on production of Occupancy Certificate. The Opposite Party is further directed to complete the minor works if any as agreed under the Agreement of Sale dt.27.02.2013. Time for compliance is one month. This order does not absolve the complainants from their liability to pay the due amounts if any

Rs.39,00,000/- which is payable within a period of nine months. They also paid an amount of Rs.25,000/- as booking advance to the Opposite Party on 02.02.2013 under a cheque. The above stipulated time and amounts were fixed on oral agreement and no written agreement took place on that day. The complainants paid Rs.2,00,000/- on 16.02.2013 as first instalment and Rs.5,00,000/- on 26.02.2013 as second instalment under two cheques. Thus, the complainants paid Rs.7,25,000/- and entered into an Agreement with the Opposite Party. The Opposite Party represented by one Mr.Krishna Prasad obtained the signatures of the complainants on the Agreement in hurried manner by misleading them and brought pressure for the payment of Rs.14,75,000/- in a short duration. Then the complainants submitted a representation on 09.05.2013 with a proposal payment schedule for a period of nine months. But there is no reply from the Opposite Party. The complainants visited the office of Opposite Party in the last week of May 2013 for their reply either to execute their acceptance or to return back the amount of Rs.7,25,000/- already paid by the complainants. There is no response from the side of the Opposite Party. That means it is deemed that the Opposite Party accepted the span of nine months' time.

The complainants applied for a housing loan from the LIC Housing Loan Financial Institution who sanctioned Rs.22,00,000/- and the complainants have to be paid and fulfill the balance amount of Rs.17,00,000/- as margin money for getting loan sanction. Therefore, there has been a short fall of Rs.9,75,000/- (Rs.17,00,000 – Rs.7,25,000/-). The Opposite Party came forward to finance the short fall amount of Rs.9,75,000/- as hand loan with a view to honour their short term duration agreement. The Opposite Party reduced the nine months period to four months time instead of paying entire short fall amount of Rs.9,75,000/-. The Opposite Party intentionally paid Rs.2,43,750/- in

Amount	Date of credit to A.Bhaskar's account by M/s Modi	Date of debit from Bhaskar account to AV Mahesh Kumar A/C	Date of Credit to AV Mahesh Kumar A/C from A.Bhaskar	Date of debit to M/s Modi account from Mahesh Kumar A/C
243750	17-Sep-13	21-Sep-13	21-Sep-13	24-Sep-13
243750	28-Sep-13	10-Oct-13	10-Oct-13	17-Oct-13
243750	21-Oct-13	25-Oct-13	25-Oct-13	31-Oct-13
243750	08-Nov-13	13-Nov-13	13-Nov-13	18-Nov-13
975000				

Thus, the payment of Rs.9,75,000/- was made in the span of six months (from May 2013 to November 2013) which resulted expiry of housing loan validity and one cheque was bounced. On 20.11.2013, immediately after fulfilment of margin money as per above rotation manner, the Opposite Party forcibly registered the Villa on the name of the complainants though it was not made ready to occupy and got released the below mentioned amounts directly from the housing loan financier without any intimation to the complainants.

1.	27th Nov. 2013	Rs.12,48,000/-
2.	27th Nov.2013	Rs. 6,22,000/-
	Total	Rs.18,70,000/- (Rupees Eighteen Lakhs Seventy Thousand only)

The remaining amount of Rs.3,30,000/- was retained with the financier awaiting the occupation letter from the Opposite Party. The complainants made correspondence through emails right from December 2013 to 09.02.2014 and there is no proper response from the Opposite Party. The Opposite Party is showing the due amount as Rs.14,20,690/- duly adding the service tax of Rs.1,15,690/- without producing any receipt. Moreover, it is mentioned that the interest on delayed payments was not reflected in the statement as well as charges of extra specifications not included. The said cryptic reply of the Opposite Party shocked the complainants. In fact the complainants are due only Rs.3,30,000/- which was retained with the financier. The Opposite Party did not come forward to finalize the account by relaxing the interest amount and producing the service tax payment

to the Opposite Party to be decided by the Civil Court [illegible]

partly allowed accordingly. There will be no order as to costs.

Dictated to the Steno-typist, transcribed by her, corrected by me and pronounced by us in the Open Forum on this the 24th day of July, 2015.

Sd/-
PRESIDENT

Sd/-
MEMBER

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Complainants
Complainant No.1 filed Affidavit

For Opposite Party
Affidavit filed

EXHIBITS MARKED

For Complainants

Ex.A1 – Copy of Receipt for Rs.25,000/- dt.20.02.2013
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Ex.A16 – Copy of Reply Notice dt.10.04.2014
Ex.A17 – Copy of Legal Notice dt.21.04.2014

Exhibits marked for the Opposite Parties

Ex.B1 – Account Statement
Ex.B2 – Photos along with CD

Sd/-
PRESIDENT

Sd/-
MEMBER

884 3.8.15

Dis. No. [illegible] dt. [illegible]

24.7.15
3.8.15
3.8.15

Secretary
Consumer Protection Act 1986
District Forum
Kurnool District

"S"