

Filed on
11/2

IN THE COURT OF THE JUNIOR CIVIL JUDGE CITY CIVIL COURT
AT SECUNDERABAD

BETWEEN: CAVEAT No. _____ of 2011
M/s. Modi Ventures & others CAVEAT PETITIONERS
AND
Vijay Shankar & another RESPONDENTS

A F F I D A V I T

I, Soham Modi S/o. Shri. Satish Modi, aged 41 years, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034 do hereby solemnly affirm and state on oath as follows:

1. I am the Authorized Representative of the Caveat Petitioners herein as such I am well acquainted with the facts of the case.
2. I submit that the Respondents herein got issued a notice dated 28.04.2010 through their counsel falsely claiming some rights in the venture, namely Gulmohar Gardens, situated at Shakthi Sai Nagar, Mallapur, R. R. District raising some untenable objections in respect of Gulmohar Gardens, Phase II, Block-G, situated at Shakthi Sai Nagar, Mallapur, Hyderabad, R.R. District. The said notice was suitable replied through our counsel.
3. I apprehend that the Respondents may file a suit and try to obtain exparte interim orders in respect of the petitioners schedule property. I submit if any interim orders and passed without notice to these petitioners, the rights of the petitioners will be affected.
4. I have sent the copies of this petition and affidavit to the respondents herein under registered post and the postal receipts are filed herewith.
5. I am herewith paying a fixed Court fee of Rs. _____ Under Schedule-II Article 18 of A.P.C.F. and S.V. Act which is sufficient.

It is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the Petitioners and order notice to the Caveat Petitioners in the event of any suit being filed by the Respondents in respect of Gulmohar Gardens, Phase II, Block-G, situated at Shakthi Sai Nagar, Mallapur, Hyderabad, R.R. District as otherwise, the petitioners will be put to irreparable loss and hardship.

Sworn and signed before me
on this the 11th day of February, 2011
at Secunderabad.

DEPONENT

ADVOCATE / Secunderabad

IN THE COURT OF THE JUNIOR CIVIL JUDGE CITY CIVIL COURT
AT SECUNDERABAD

CAVEAT No. of 2011

BETWEEN:

1. **Modi Ventures**
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.
Rep. by its Managing Partner Sri Soham Modi.
2. **Modi Properties & Investments Pvt. Ltd**
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.
Rep. by its Managing Director Sri Soham Modi.
3. **Soham Modi S/o. Satish Modi**
aged about 41 years, Occupation: Business,
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.

.... CAVEAT PETITIONERS

AND

1. **Vijay Shanker S/o. Briznandan Prasad,**
R/o. Flat No. 115, Block- A,
Gulmohar Gardens, Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. Dist.
2. **C. K. Sinha S/o. Late. Kailashpathi Sinha,,**
R/o. Flat No. 205, Block- A,
Gulmohar Gardens, Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. Dist.

..... RESPONDENTS

PETITION FILED UNDER SECTION 148 (A) C.P.C.

For the reasons stated in the accompanying affidavit, it is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the petitioners and order notice to the Caveat Petitioner in the event of any suit being filed by the Respondents in respect of petition schedule property as otherwise, the petitioners will be put to irreparable loss and hardship.

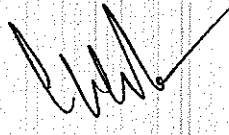
Place: Secunderabad
Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

PETITION SCHEDULE PROPERTY

All that Gulmohar Gardens, Phase-II, Block-G situated at Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. District.

Place: Secunderabad
Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

IN THE COURT OF THE JUNIOR
CIVIL JUDGE CITY CIVIL COURT
AT SECUNDERABAD

CAVEAT No. _____ of 2011

BETWEEN:

M/s. Modi Ventures & others
.... CAVEAT PETITIONERS

AND

**M/s. Gulmohar Gardens Owners
Association & others**
..... RESPONDENTS

PETITION FILED UNDER
SECTION 148 (A) C.P.C.

FILED ON: 11.02.2011

Filed by:

Sri. C. BALAGOPAL

Advocate

Flat no. 103, Suresh Hariyillu Apts
Road no. 11, West Maredpally,
Secunderabad – 500 026
Ph. No. 64570512

**COUNSEL FOR THE CAVEAT
PETITIONERS.**


**IN THE COURT OF THE SENIOR CIVIL JUDGE CITY CIVIL COURT
AT SECUNDERABAD**

CAVEAT No. _____ of 2011

BETWEEN:

M/s. Modi Ventures & others CAVEAT PETITIONERS

AND

Vijay Shankar & another RESPONDENTS

A F F I D A V I T

I, Soham Modi S/o. Shri. Satish Modi, aged 41 years, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad - 500 034 do hereby solemnly affirm and state on oath as follows:

1. I am the Authorized Representative of the Caveat Petitioners herein as such I am well acquainted with the facts of the case.
2. I submit that the Respondents herein got issued a notice dated 28.04.2010 through their counsel falsely claiming some rights in the venture, namely Gulmohar Gardens, situated at Shakthi Sai Nagar, Mallapur, R. R. District raising some untenable objections in respect of Gulmohar Gardens, Phase II, Block-G, situated at Shakthi Sai Nagar, Mallapur, Hyderabad, R.R. District. The said notice was suitable replied through our counsel.
3. I apprehend that the Respondents may file a suit and try to obtain exparte interim orders in respect of the petitioners schedule property. I submit if any interim orders and passed without notice to these petitioners, the rights of the petitioners will be affected.
4. I have sent the copies of this petition and affidavit to the respondents herein under registered post and the postal receipts are filed herewith.
5. I am herewith paying a fixed Court fee of Rs. _____ Under Schedule-II Article 18 of A.P.C.F. and S.V. Act which is sufficient.

It is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the Petitioners and order notice to the Caveat Petitioners in the event of any suit being filed by the Respondents in respect of Gulmohar Gardens, Phase II, Block-G, situated at Shakthi Sai Nagar, Mallapur, Hyderabad, R.R. District as otherwise, the petitioners will be put to irreparable loss and hardship.

Sworn and signed before me
on this the 11th day of February, 2011
at Secunderabad.

DEPONENT

ADVOCATE / Secunderabad

IN THE COURT OF THE SENIOR CIVIL JUDGE CITY CIVIL COURT
AT SECUNDERABAD

CAVEAT No. of 2011

BETWEEN:

1. **Modi Ventures**
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.
Rep. by its Managing Partner Sri Soham Modi.
2. **Modi Properties & Investments Pvt. Ltd**
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.
Rep. by its Managing Director Sri Soham Modi.
3. **Soham Modi S/o. Satish Modi**
aged about 41 years, Occupation: Business,
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.

.... CAVEAT PETITIONERS

AND

1. **Vijay Shanker S/o. Briznandan Prasad,**
R/o. Flat No. 115, Block- A,
Gulmohar Gardens, Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. Dist.
2. **C. K. Sinha S/o. Late. Kailashpathi Sinha,,**
R/o. Flat No. 205, Block- A,
Gulmohar Gardens, Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. Dist.

..... RESPONDENTS

PETITION FILED UNDER SECTION 148 (A) C.P.C.

For the reasons stated in the accompanying affidavit, it is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the petitioners and order notice to the Caveat Petitioner in the event of any suit being filed by the Respondents in respect of petition schedule property as otherwise, the petitioners will be put to irreparable loss and hardship.

Place: Secunderabad
Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

PETITION SCHEDULE PROPERTY

All that Gulmohar Gardens, Phase-II, Block-G situated at Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. District.

Place: Secunderabad
Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

11

IN THE COURT OF THE SENIOR
CIVIL JUDGE CITY CIVIL COURT
AT SECUNDERABAD

CAVEAT No. of 2011

BETWEEN:

M/s. Modi Ventures & others
.... CAVEAT PETITIONERS

AND

M/s. Gulmohar Gardens Owners
Association & others
..... RESPONDENTS

PETITION FILED UNDER
SECTION 148 (A) C.P.C.

FILED ON: 11.02.2011

Filed by:

Sri. C. BALAGOPAL

Advocate

Flat no. 103, Suresh Harivillu Apts
Road no. 11, West Maredpally,
Secunderabad - 500 026
Ph. No. 64570512

COUNSEL FOR THE CAVEAT
PETITIONERS.

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

BETWEEN: CAVEAT No. of 2011
M/s. Modi Ventures & others CAVEAT PETITIONERS
AND
Vijay Shankar & another RESPONDENTS

A F F I D A V I T

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4. I have sent the copies of this petition and affidavit to the respondents herein under registered post and the postal receipts are filed herewith.
5. I am herewith paying a fixed Court fee of Rs. Under Schedule-II Article 18 of A.P.C.F. and S.V. Act which is sufficient.

It is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the Petitioners and order notice to the Caveat Petitioners in the event of any suit being filed by the Respondents in respect of Gulmohar Gardens, Phase II, Block-G, situated at Shakthi Sai Nagar, Mallapur, Hyderabad, R.R. District as otherwise, the petitioners will be put to irreparable loss and hardship.

Sworn and signed before me
on this the 11th day of February, 2011
at Secunderabad.

DEPONENT

ADVOCATE / Secunderabad

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

CAVEAT No. _____ of 2011

BETWEEN:

1. **Modi Ventures**
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.
Rep. by its Managing Partner Sri Soham Modi.
2. **Modi Properties & Investments Pvt. Ltd**
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.
Rep. by its Managing Director Sri Soham Modi.
3. **Soham Modi S/o. Satish Modi**
aged about 41 years, Occupation: Business,
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.

.... CAVEAT PETITIONERS

AND

1. **Vijay Shanker S/o. Briznandan Prasad,**
R/o. Flat No. 115, Block- A,
Gulmohar Gardens, Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. Dist.
2. **C. K. Sinha S/o. Late. Kailashpathi Sinha,,**
R/o. Flat No. 205, Block- A,
Gulmohar Gardens, Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. Dist.

..... RESPONDENTS

PETITION FILED UNDER SECTION 148 (A) C.P.C.

For the reasons stated in the accompanying affidavit, it is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the petitioners and order notice to the Caveat Petitioner in the event of any suit being filed by the Respondents in respect of petition schedule property as otherwise, the petitioners will be put to irreparable loss and hardship.

Place: Secunderabad
Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

PETITION SCHEDULE PROPERTY

All that Gulmohar Gardens, Phase-II, Block-G situated at Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. District.

Place: Secunderabad
Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

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

CAVEAT No. of 2011

BETWEEN:

M/s. Modi Ventures & others
..... CAVEAT PETITIONERS

AND

M/s. Gulmohar Gardens Owners
Association & others
..... RESPONDENTS

PETITION FILED UNDER
SECTION 148 (A) C.P.C.

FILED ON: 11.02.2011

Filed by:

Sri. C. BALAGOPAL

Advocate

Flat no. 103, Suresh Harivillu Apts
Road no. 11, West Maredpally,
Secunderabad – 500 026
Ph. No. 64570512

**COUNSEL FOR THE CAVEAT
PETITIONERS.**

IN THE COURT OF THE SENIOR CIVIL JUDGE, R.R.DIST
AT L.B.NAGAR

CAVEAT No. _____ of 2011
BETWEEN:
M/s. Modi Ventures & others CAVEAT PETITIONERS
AND
Vijay Shankar & another RESPONDENTS

A F F I D A V I T

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2. I submit that the Respondents herein got issued a notice dated 28.04.2010 through their counsel falsely claiming some rights in the venture, namely Gulmohar Gardens, situated at Shakthi Sai Nagar, Mallapur, R. R. District raising some untenable objections in respect of Gulmohar Gardens, Phase II, Block-G, situated at Shakthi Sai Nagar, Mallapur, Hyderabad, R.R. District. The said notice was suitable replied through our counsel.
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5. I am herewith paying a fixed Court fee of Rs. _____ Under Schedule-II Article 18 of A.P.C.F. and S.V. Act which is sufficient.

It is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the Petitioners and order notice to the Caveat Petitioners in the event of any suit being filed by the Respondents in respect of Gulmohar Gardens, Phase II, Block-G, situated at Shakthi Sai Nagar, Mallapur, Hyderabad, R.R. District as otherwise, the petitioners will be put to irreparable loss and hardship.

Sworn and signed before me
on this the 11th day of February, 2011
at L.B. Nagar, Hyderabad, R.R.Dist.

DEPONENT

ADVOCATE / R.R. DISTRICT

IN THE COURT OF THE SENIOR CIVIL JUDGE, R.R.DIST
AT L.B.NAGAR

CAVEAT No. _____ of 2011

BETWEEN:

1. **Modi Ventures**
5-4-187/3&4, II Floor, Soham Mansion
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5-4-187/3&4, II Floor, Soham Mansion
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aged about 41 years, Occupation: Business,
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.... CAVEAT PETITIONERS

AND

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R/o. Flat No. 115, Block- A,
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2. **C. K. Sinha S/o. Late. Kailashpathi Sinha,**
R/o. Flat No. 205, Block- A,
Gulmohar Gardens, Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. Dist.

..... RESPONDENTS

PETITION FILED UNDER SECTION 148 (A) C.P.C.

For the reasons stated in the accompanying affidavit, it is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the petitioners and order notice to the Caveat Petitioner in the event of any suit being filed by the Respondents in respect of petition schedule property as otherwise, the petitioners will be put to irreparable loss and hardship.

Place: L. B. Nagar
Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

PETITION SCHEDULE PROPERTY

All that Gulmohar Gardens, Phase-II, Block-G situated at Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. District.

Place: L. B. Nagar
Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

IN THE COURT OF THE
SENIOR CIVIL JUDGE,
R.R.DIST
AT L.B.NAGAR

CAVEAT No. of 2011

BETWEEN:

M/s. Modi Ventures & others
.... CAVEAT PETITIONERS

AND

M/s. Gulmohar Gardens Owners
Association & others
..... RESPONDENTS

PETITION FILED UNDER
SECTION 148 (A) C.P.C.

FILED ON: 11.02.2011

Filed by:

Sri. C. BALAGOPAL
Advocate
(E.No.AP/84/59)

Flat no. 103, Suresh Harivillu Apts
Road no. 11, West Maredpally,
Secunderabad – 500 026
Ph. No. 64570512

COUNSEL FOR THE CAVEAT
PETITIONERS.

**IN THE COURT OF THE DISTRICT JUDGE, R.R.DIST
AT L.B.NAGAR**

CAVEAT No. _____ of 2011

BETWEEN:

M/s. Modi Ventures & others

.... CAVEAT PETITIONERS

AND

Vijay Shankar & another

..... RESPONDENTS

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DEPONENT

ADVOCATE / R.R. DISTRICT

IN THE COURT OF THE DISTRICT JUDGE, R.R.DIST,
AT L.B.NAGAR

CAVEAT No.

of 2011

BETWEEN:

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5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.
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5-4-187/3&4, II Floor, Soham Mansion
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Mallapur, Hyderabad, R. R. Dist.

..... RESPONDENTS

PETITION FILED UNDER SECTION 148 (A) C.P.C.

For the reasons stated in the accompanying affidavit, it is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the petitioners and order notice to the Caveat Petitioner in the event of any suit being filed by the Respondents in respect of petition schedule property as otherwise, the petitioners will be put to irreparable loss and hardship.

Place: L. B. Nagar

Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

PETITION SCHEDULE PROPERTY

All that Gulmohar Gardens, Phase-II, Block-G situated at Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. District.

Place: L. B. Nagar

Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

IN THE COURT OF THE
DISTRICT JUDGE, R.R.DIST
AT L.B.NAGAR

CAVEAT No. of 2011

BETWEEN:

M/s. Modi Ventures & others
..... CAVEAT PETITIONERS

AND

M/s. Gulmohar Gardens Owners
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..... RESPONDENTS

PETITION FILED UNDER
SECTION 148 (A) C.P.C.

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Ph. No. 64570512

**COUNSEL FOR THE CAVEAT
PETITIONERS.**

IN THE COURT OF THE JUNIOR CIVIL JUDGE, R.R.DIST
AT L.B.NAGAR

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DEPONENT

ADVOCATE / R.R. DISTRICT

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CAVEAT No.

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aged about 41 years, Occupation: Business,
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.... CAVEAT PETITIONERS

AND

1. **Vijay Shanker S/o. Briznandan Prasad,**
R/o. Flat No. 115, Block- A,
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R/o. Flat No. 205, Block- A,
Gulmohar Gardens, Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. Dist.

..... RESPONDENTS

PETITION FILED UNDER SECTION 148 (A) C.P.C.

For the reasons stated in the accompanying affidavit, it is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the petitioners and order notice to the Caveat Petitioner in the event of any suit being filed by the Respondents in respect of petition schedule property as otherwise, the petitioners will be put to irreparable loss and hardship.

Place: L. B. Nagar
Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

PETITION SCHEDULE PROPERTY

All that Gulmohar Gardens, Phase-II, Block-G situated at Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. District.

Place: L. B. Nagar
Date: 11.02.2011


COUNSEL OF CAVEAT PETITIONERS

IN THE COURT OF THE
JUNIOR CIVIL JUDGE,
R.R.DIST
AT L.B.NAGAR

CAVEAT No. of 2011

BETWEEN:

M/s. Modi Ventures & others
..... CAVEAT PETITIONERS

AND

M/s. Gulmohar Gardens Owners
Association & others
..... RESPONDENTS

PETITION FILED UNDER
SECTION 148 (A) C.P.C.

FILED ON: 11.02.2011

Filed by:

Sri. C. BALAGOPAL
Advocate
(E.No.AP/84/59)

Flat no. 103, Suresh Harivillu Apts
Road no. 11, West Maredpally,
Secunderabad – 500 026
Ph. No. 64570512

**COUNSEL FOR THE CAVEAT
PETITIONERS.**

TO. SOHAM.SIR.

GULMOHAR GARDENS OWNERS ASSOCIATION

Regd. No. 411-2007

Survey No. 93 to 95, Mallapur, Hyderabad - 500 076.

President :

K. RAJA REDDY

Cell : 9394889880

Ph : 27171616

VENKATA SWAMY
Cell 9701371113

General Secretary :

ISMAIL SHAIK

Cell : 9849933563

Ph : 27156786

Treasurer :

H. VENKATA KRISHNAN

Cell : 9849696921

Ph : 27156577

Joint Secretaries :

DHARMENDRA SINGH GUSAIN

Cell : 9849227755

Ph : 27150521

A.R. SEN

Cell : 9441643826

Ph : 27178026

C. ARUDRA KUMAR

Cell : 9849558055

Ph : 27176078

G. PRAVEEN

Cell : 9985508545

Ph : 27170484

S. VAITHIYANATHAN

Cell : 9440317150

Ph : 27170329

To

13-02-2010

Mr Soham Modi
Modi Ventures,
Secunderabad.

Dear Sir,

We have for acknowledgement you letter of 01-02-2010 and would like to have specific replies to the following.

1. Our letter of 29-06-09:
 - a. We enclose here the details of account on which we would like to have clarifications from your end.
 - b. There is still construction work going on beyond 6.00PM causing disturbance to the residents.
 - c. Balance 40 chairs of club house which were missing while handing over the club house charge should be made available to us, as it is a part of amenities which residents have paid to the builder.
 - d. Refund of Service Tax to the owners should be completed by 28-02-2010.
2. Discussion with Mr. Soham Modi on 14-07-09
 - a. Letters boxes for C, D blocks are not yet provided. You have indicated that better locks will be provided. Please replace locks of letter boxes of A, B and E blocks.
 - b. Barbed wire, where houses have come up near boundary wall is not provided. Please complete the work by 15-02-2010.
 - c. Construction defects which are of general nature are to be attended immediately which are as follows.
 - i. All bathroom slopes should be rectified immediately.
 - ii. All areas where fresh plastering has been done should be painted.
 - iii. Rain water seepage from outer wall is not attended.
 - iv. Slope in corridors and stair landing were supposed to be rectified, remedied - No action taken yet.

Executive Members :

MRUGESH SHAH

Cell : 9849554435

Certified by:

VIJAY KAUSHIK

Cell : 9391145915

Ph : 27150186

VENKATA SWAMY

Cell : 9701371113

Ph : 27150109

SHYAM KUMAR

Cell : 9885288500

Ph : 27174370

Dr. NAVEEN KUMAR

Cell : 9885453595

BHARATH TOGARRATHI

Cell : 9346237953

Read on
Project Manager/Engg.
MODI VENTURES

Page ①

TO. SOHAM.SIR.

GULMOHAR GARDENS OWNERS ASSOCIATION

Regd. No. 411-2007

Survey No. 93 to 95, Mallapur, Hyderabad - 500 076.

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 - a. We enclose here the details of account on which we would like to have clarifications from your end.
 - b. There is still construction work going on beyond 6.00PM causing disturbance to the residents.
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MRUGESH SHAH

Cell: 9849354735
Certified by:

VIJAY KAUSHIK

Cell : 9391145915

Ph : 27150186

~~VENKATA SWAMY~~

Cell: 9701371113

Ph: 27150109

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Project Manager/Engg.
MODI VENTURES

Page ①

IN THE COURT OF THE DISTRICT JUDGE, R.R.DIST,
AT L.B.NAGAR.

CAVEAT No. 1556 of 2010

BETWEEN:

M/s. Modi Ventures & others

.... CAVEAT PETITIONERS

AND

M/s. Gulmohar Gardens Owners Association & others.

RESPONDENTS

A F F I D A V I T

I, Soham Modi S/o. Shri. Satish Modi, aged 41 years, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad - 500 034 do hereby solemnly affirm and state on oath as follows:

1. I am the Authorized Representative of the Caveat Petitioners herein as such I am well acquainted with the facts of the case.
2. I submit that the Respondents herein got issued a notice dated 28.04.2010 through their counsel falsely claiming some rights in the venture, namely Gulmohar Gardens, situated at Shakthi Sai Nagar, Mallapur, R. R. District raising some untenable objections in respect of Gulmohar Gardens, Phase II, Block-G, situated at Shakthi Sai Nagar, Mallapur, Hyderabad, R.R. District. The said notice was suitable replied through our counsel.
3. I apprehend that the Respondents may file a suit and try to obtain exparte interim orders in respect of the petitioners schedule property. I submit if any interim orders and passed without notice to these petitioners, the rights of the petitioners will be affected.
4. I have sent the copies of this petition and affidavit to the respondents herein under registered post and the postal receipts are filed herewith.
5. I am herewith paying a fixed Court fee of Rs. Under Schedule-II Article 18 of A.P.C.F. and S.V. Act which is sufficient.

It is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the Petitioners and order notice to the Caveat Petitioners in the event of any suit being filed by the Respondents in respect of Gulmohar Gardens, Phase II, Block-G, situated at Shakthi Sai Nagar, Mallapur, Hyderabad, R.R. District as otherwise, the petitioners will be put to irreparable loss and hardship.

DEPONENT

Sworn and signed before me
on this the 11th day of November, 2010
at L.B. Nagar, Hyderabad, R.R. Dist.

ADVOCATE / R.R. DISTRICT

IN THE COURT OF THE DISTRICT JUDGE, R.R.DIST,
AT L.B.NAGAR

CAVEAT No.

of

2010

BETWEEN:

1. **Modi Ventures**
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.
Rep. by its Managing Partner Sri Soham Modi.
2. **Modi Properties & Investments Pvt. Ltd**
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.
Rep. by its Managing Director Sri Soham Modi.
3. **Soham Modi S/o. Satish Modi**
aged about 41 years, Occupation: Business,
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.

.... CAVEAT PETITIONERS

AND

1. **Gulmohar Gardens Owners Association,**
Regd. No. 411-2007, having its office at
Sy. Nos. 93, 94 & 95 Shakti Sai Nagar,
Mallapur, Hyderabad – 500 076
Represented by its:
President: Venkata Swamy
General Secretary: Ismail Shaik
Treasurer: H. Venkata Krishnan
2. **Vijay Shanker S/o. Briznandan Prasad,**
R/o. Flat No. 115, Block- A,
Gulmohar Gardens, Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. Dist.
3. **C. K. Sinha S/o. Late. Kailashpathi Sinha,,**
R/o. Flat No. 205, Block- A,
Gulmohar Gardens, Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. Dist.

..... RESPONDENTS

PETITION FILED UNDER SECTION 148 (A) C.P.C.

For the reasons stated in the accompanying affidavit, it is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the petitioners and order notice to the Caveat Petitioner in the event of any suit being filed by the Respondents in respect of petition schedule property as otherwise, the petitioners will be put to irreparable loss and hardship.

Place: L. B. Nagar
Date: 11.11.2010

COUNSEL OF CAVEAT PETITIONERS

PETITIONERS SCHEDULE PROPERTY

All that Gulmohar Gardens, Phase-II, Block-G situated at Shakti Sai Nagar,
Mallapur, Hyderabad, R. R. District.

Place: L. B. Nagar
Date: 11.11.2010

COUNSEL OF CAVEAT PETITIONERS

IN THE COURT OF THE
DISTRICT JUDGE, R.R.DIST,
AT L.B.NAGAR.

CAVEAT No. of 2010

BETWEEN:

M/s. Modi Ventures & others
..... CAVEAT PETITIONERS

AND

**M/s. Gulmohar Gardens Owners
Association & others**
..... RESPONDENTS

PETITION FILED UNDER
SECTION 148 (A) C.P.C.

FILED ON: 11.11.2010

Filed by:
Sri. C. BALAGOPAL **Advocate**
Flat no. 103, Harivillu Apartments,
Road no. 11, West Maredpally,
Secunderabad – 500 026
Ph. No. 64570512

**COUNSEL FOR THE CAVEAT
PETITIONERS.**

Dt. 12.08.2010

Total 6 (six) caveats have been filed in the following courts on 12th August 2010. Again after three (3) months we will have to file the same caveats i.e., on 11th November 2010 between Modi Ventures and others AND Vijay Shanker and another.

1. In the Court of the District Judge, R. R. Dist at L. B. Nagar.
2. In the Court of the Senior Civil Judge, R. R. Dist at L. B. Nagar.
3. In the Court of the Junior Civil Judge, R. R. Dist at L. B. Nagar.
4. In the Court of the I Addl. Chief Judge, City Civil Court at Secunderabad
5. In the Court of the Junior Civil Judge, City Civil Court at Secunderabad
6. In the Court of the Senior Civil Judge, City Civil Court at Secunderabad

along with six VAKALUTS have been signed by Mr. Soham Modi.

Dt. 11. 11. 2010

The above said six (6) caveats are repeated on 11. 11. 2010. Next due date on filing of the above caveats is 10. 2. 2011.

[Signature]
11/11/2010

IN THE COURT OF THE SENIOR CIVIL JUDGE: CITY CIVIL COURT AT
SECUNDERABAD.

CAVEAT No. _____ of 2010

BETWEEN:

M/s. Modi Ventures & others

...CAVEAT PETITIONERS

AND

Vijay Shankar and another

.... RESPONDENTS

A F F I D A V I T

I, Soham Modi S/o Shri. Satish Modi, aged 40 years, R/o Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the Authorised Representative of the Caveat Petitioners herein as such I am well acquainted with the facts of the case.
2. I submit that the Respondents herein got issued a notice dated 28.04.2010 through their counsel falsely claiming some rights in the venture, namely Gulmohar Gardens, situated at Shakthi Sai Nagar, Mallapur, R. R. District and raising some untenable objections in respect of Phase II of Gulmohar Gardens, Shakti Sai Nagar, Mallapur, R. R. District. The said notice was suitably replied through our counsel.
3. I apprehend that the Respondents may file a suit and try to obtain exparte interim orders in respect of the petition schedule property. I submit if any interim orders are passed without notice to these petitioners, the rights of the petitioners will be affected.
4. I have sent the copies of this petition and affidavit to the respondents herein under registered post and the postal receipts and filed herewith.
5. I am herewith paying a fixed Court fee of Rs. _____ Under Schedule-II Article 18 of A.P.C.F. and S.V. Act which is sufficient.

It is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the Petitioners and order notice to the Caveat Petitioners in the event of any suit being filed by the Respondents in respect of Gulmohar Gardens, Phase II, Block-G, situated at Shakthi Sai Nagar, Mallapur, R.R. District as otherwise; the petitioners will be put to irreparable loss and hardship.

DEPONENT

Sworn and signed before me
On this the 12th day of August, 2010
At L.B. Nagar

ADVOCATE / R.R. DISTRICT

IN THE COURT OF THE SENIOR CIVIL JUDGE: CITY CIVIL COURT AT
SECUNDERABAD.

CAVEAT No. _____ of _____ 2010

BETWEEN:

1. Modi Ventures
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.
Rep. by its Managing Partner Sri Soham Modi.
2. Modi Properties & Investments Pvt. Ltd
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.
Rep. by its Managing Director Sri Soham Modi.
3. Soham Modi S/o. Satish Modi
Aged about 37 years, Occupation: Business,
5-4-187/3&4, II Floor, Soham Mansion
M G Road, Secunderabad.CAVEAT PETITIONERS

AND

1. Vijay Shankar S/o. Briznandan Prasad
R/o. Flat no. 115, First Floor Block – A
Gulmohar Gardens, Shakthi Sai Nagar
Mallapur, R. R. District.
2. C. K. Sinha S/o. late Kailashpathi Sinha
R/o. Flat no. 205, Block – A
Gulmohar Gardens, Shakthi Sai Nagar
Mallapur, R. R. District.RESPONDENTS

PETITION FILED UNDER SECTION 148 (A) C.P.C.

For the reasons stated in the accompanying affidavit, it is, therefore, prayed that this Hon'ble Court may be pleased to lodge a caveat on behalf of the petitioners and order notice to the Caveat Petitioner in the event of any suit being filed by the Respondents in respect of petition schedule property as otherwise, the petitioners will be put to irreparable loss and hardship.

Place: L. B. Nagar

Date: _____ COUNSEL OF CAVEAT PETITIONERS

PETITION SCHEDULE PROPERTY

All that Gulmohar Gardens, Phase-II, Block-G, Situated at Shakti Sai Nagar, Mallapur, R. R. District.

Place: L. B. Nagar

Date: _____ COUNSEL OF CAVEAT PETITIONERS

IN THE COURT OF THE
SENIOR CIVIL JUDGE: CITY
CIVIL COURT AT
SECUNDERABAD.

CAVEAT No. of 2010

BETWEEN:

M/s. Modi Ventures & others
....CAVEAT PETITIONERS

AND

Vijay Shankar and another
...RESPONDENTS

**PETITION FILED UNDER
SECTION 148 (A) C.P.C.**

FILED ON: 12.08.2010

**Filed by: Sri. C. BALAGOPAL
Advocate**

Flat no. 103, Harivillu Apartments,
Road no. 11, West Marredpally,
Secunderabad – 500 026
Ph. No. 64570512

**COUNSEL FOR THE CAVEAT
PETITIONERS**

BALAGOPAL

Ameerunnisa Begum
K. Vijayasaradhi
C.V. Chandramouli
Advocates

sent by
Rago Post
on 19/5/2010

Door No. 10-2-278, Flat No. 103,
Suresh Harivillu Apts. Road No. 11,
West Marredpally, Secunderabad-26.
Ph. : 64570512
Cell : 9441782451, 9246172988

Date: 20/05/2010

To

Sri P.Krishna Mohan
Sri V.Venkata Raju
Advocates
D.No.12-127/2, Lalapet,
Secunderabad

Dear Sir,

This has reference to your notice dated 28.4.2010 addressed to our clients Modi Ventures and Others, and the same has been placed in our hands for suitable reply.

Our Clients deny all adverse allegations contained in the notice under reply and if any allegations are not specifically denied, it should not be purported to have been admitted.

With reference to the averments in Para No.1 of your notice under reply the same are not denied.

With regard to para No.2 of your notice is to true to that our client has given newspaper publicity and your client approached for purchase of 2 flats and after due negotiations sale deeds were executed and possession was handed over. It is true that our client has provided amenities as agreed upon and the same is being enjoyed by your client.

With regard to para No.3 , it is true that permissions have been obtained from Huda and other authorities for construction of 350 flats in 5 blocks. It is true that our clients are providing all the amenities ie., club house, Gym and other amenities and the same have been handed over for upkeep and maintenance to the flat owners Association.

With regard to para No.4 it is true that our client started a new venture in a neighbouring land in name of Gulmohar Gardens Phase II. It is not true to say that our client has been promoting the new venture showing the amenities already provided for blocks A to F. It is not true to say that the amenities already existing would be used by the owners of Gulmohar Gardens Phase II.

Contd...2.

CAV

With regard to para No.5 the boundary wall was demolished only for facilitating or movement of men and material to the construction site of the new block and infact our client agreed to reconstruct the wall and your clients have over reacted and issued a notice.

With regard to para No.6 the same is not denied. A temporary partition wall has been erected.

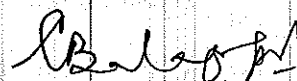
With regard to para No.7, it is not true to say that there is any security threat as our client has provided guard at the new construction site which is adjacent to the existing block.

With regard to para No.8, it is not to true to say that our client has tried to blackmail the existing residents. Our client has got every right to construct besides existing blocks. Infact G Block which is under construction is being done on a separate piece of land which is adjacent to the existing constructions and our client is in no way breaking any Law or doing anything illegal.

With regard to para No.9, it is not true to that the activities of our client is illegal or malafide or constitutes any deficiency of service, breach of contract, Criminal Breach of trust or cheating. Our client is in no way interfering with the possession of the owners in the 5 Blocks nor is creating any hurdles for the existing owner in enjoying their property.

Our client has never mentioned any where that the existing amenities would also be used by the occupants of the G-Block. Infact, our client is providing exclusive amenities for G-Block. If inspite of this reply should your client launch upon any litigation in the court of law, he would be doing so at his own risk, costs and consequences.

This reply does not purport to set out all pleas of fact and law relied upon by our client and our client reserves full liberty to raise all such pleas as and when it becomes necessary to do so.


(C.BALAGOPAL)
ADVOCATE



C. BALAGOPAL

Advocate

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

Regd Post Ack/due

May 3, 2010

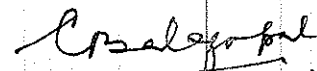
To

Sri P.Krishna Mohan
V.Venkata Raju
Solicitors & Advocates
Office: 12-127/2, Lalapet
Secunderabad.

Dear Sirs,

Please refer your notice dated 28.04.2010 issued on behalf of your client Sri Vijay Shankar S/o Briznandan Prasad and C.K.Sinha S/o late Kailashpathi Sinha to our clients M/s.Modi Ventures and others, the said notice has been placed in our hands with instructions to issue the interim reply as follows:

My clients are out of station as such they are not in a position to produce documents for verification, they instructed us to give this interim reply. A detailed reply will be issued to your above said notice within a period of 20 days. Needless to add that my clients deny all the adverse allegations contained in your notice, if your clients take any steps without waiting for detailed reply, they will be doing so at their own risk.


(C.BALAGOPAL)
ADVOCATE

SOLICITORS & ADVOCATES

Off: :12-127/2, Lalapet, Secunderabad. Ph.No.9246275955.

RPAD

LEGAL NOTICE

Date: 28.04.2010.

1. M/s. MODI VENTURES, # 5-4-187/3&4, III Floor, Mahatma Gandhi Road, Secunderabad-500 003. Being Represented by its Managing Partner, Mr. Soham Modi, S/o Sri Satish Modi.
2. MODI PROPERTIES & INVESTMENTS PVT.LTD # 5-4-187/3&4, III Floor, Mahatma Gandhi Road, Secunderabad-500 003. Being Represented by its Managing Director, Mr. Soham Modi, S/o Sri Satish Modi.
3. MR. SOHAM MODI, S/o Sri Satish Modi. # 5-4-187/3&4, III Floor, Mahatma Gandhi Road, Secunderabad-500 003.

I am concerned for My Client's Mr.Vijay Shankar, S/o of Briznandan Prasad and Mr.C.K.Sinha, S/o.Late Kailashpathi Sinha and on their instructions, the following legal Notice is issued to you as under:

1. It is represented that, My Clients are absolute Owners and Possessors of the Flat, bearing Flat.No.115, in First Floor and Flat.No.205, respectively, in Block No.A, in Gulmohar Gardens, situated at Shakthi Sai Nagar, Mallapur, Hyderabad. Having purchased the same for valid consideration, ~~from~~ ^{from} the First of You, represented by Third of You.
2. It is represented that, at the time of Sale of the Flats, the staff of you, have approached My Clients and campaigned about the Venture, at Mallapur, developed under the name and style 'Gulmohar Gardens', by showing the Brochure and also by wide News Paper Publicity and took My Client's into confidence. After negotiations and understandings, the First of You

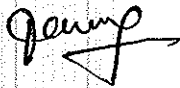
Jain

Represented by Third of you has executed Registered Sale Deeds, in my Client's Favour and other Purchasers. My Clients further states that, they were carried away by the amenities and facilities provided by you in the said Venture and as such instantly they have agreed to purchase the Flats in the said Venture.

3. It is represented that, in the Brochure, Agreement of Sale and in the Sale Deed, it was specifically mentioned that, the Permissions for the constructions and Development have been taken from the HUDA and Kapra Municipalities, vide Lr.No.1481/P4/HUDA/2005, for constructions of 350 number of Flats in 5 Blocks aggregating to about 2,83,825 Sft, along with parking on stilt floor and other amenities are proposed and agreed to be constructed. It is specifically promised by you that, you will provide Club House with fully equipped Gymnasium, Recreation room with pool & TT table and Swimming Pool Etc. My clients further states that, you have developed the Club House with fully equipped Gymnasium and Swimming Pool and handed over the same to the Flat Owners Association.
4. It is represented that, in the meantime, you have proposed to develop a new venture in the neighbouring land adjacent to the 'Gulmohar Gardens' under name and style Gulmohar Gardens Phase II and started campaigning, as if the Proposed Development is the extension of the old venture and you are trying to show the amenities, which are provided exclusively for the old Gulmohar Gardens, are also of common Facilities and amenities of both existing Gulmohar Gardens and the proposed Development site, which is against the letter and spirit of the Lay out, the Sale Deeds and the Agreements. My clients further states that, My Clients and other Bonafide buyers were given to believe that, the Gulmohar Gardens is of 350 Flats and accordingly the Amenities were provided. If the same amenities were to be shared by more than 350 Households, My Clients would not have ~~not~~ brought the Flats in the first instance only.

Jaunp

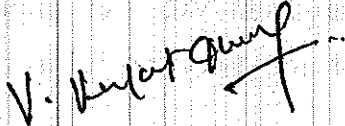
5. It is represented that, in the pursuit of the new development, you have also demolished existing boundary wall, completely, which was erected for the security of the Gulmohar Gardens. Aggrieved by the said action of yours, 'Gulmohar Gardens Owners Association' has convened a Extra-Ordinary General Meeting and issued a notice, on behalf of all the owners, to you, calling upon you to build the demolished Boundary Wall, to develop the Jogging Track and to desist from clubbing the Proposed Phase-II Block with the Existing Gulmohar Gardens.
6. It is represented that, on issuance of notice, you have made an written appeal, on 01.08.2009, for amicable settlement, wherein the Third of You, has given undertaking that, the Proposed G Block and its amenities shall be separated from the Phase I, the Demolished Boundary wall will be erected with in 60 to 90 days and further you have assured to complete the Jogging track, tree Plantation and other amenities can be completed at earliest possible.
7. It is represented that, you have not taken up single work, as promised by You, till date. The residents of the Flats are made suffer with the ongoing construction work and due to non existing of the Boundary Wall, the apartments are prone to serious security threat.
8. It is represented that, in pursuance of the issuance of notice by the Flat Owners Association, the Third of You has circulated a note, wherein you have tried to black mail the Residents, by highlighting on a clause in the Sale Deed, regarding the terrace rights, rights of further construction on, in and around the buildings. Etc. My Clients further states that, such kind of contention is without any legal basis and not binding on My Client or other Purchasers as you have not followed the Mandatory Provisions as provided in A.P. Apartments (Promotion of Construction and Ownership) Act, 1987. In the said Note, you have also tried to Lure the Flat Owners, by certain baseless inducements.



9. It is represented that, all the said activities of You are illegal, malafide and constitute Deficiency of Service, Breach of Contract, Criminal Breach of Trust, Cheating and indulgence in the Property of the 'Gulmohar Gardens Owners Association' Property.

Therefore you are hereby called upon to desist from the above said illegal activities and to desist from combing the 'G' Block with the existing 'Gulmohar Gardens' and to start construction of the Demolished Boundary Wall and to develop the Jogging Track, with in seven days from the day and date of receipt of this Legal Notice, failing which, My clients will be compelled to initiate the appropriate legal Proceedings, for the releif's available to My Clients, both in Civil And Criminal Jurisdiction, for which you alone will be held responsible for the cost and consequences thereof.

Remit Rs.2,000/- towards the cost of this Legal Notice.



V.VENKATA RAJU
Advocate.

MODI VENTURES

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

☎ : 66335551 (4 Lines) Fax : 040-27544058

E-mail : info@modiproperties.com Website : www.modiproperties.com

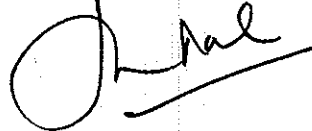
TO WHOM SOEVER IT MAY CONCERN

This is to certify that Mr. Mr. L. Ramacharyulu, S/o. L. Raghavender Rao, Legal Officer in Modi Ventures, a registered partnership firm having its office at 5-4-187/3&4, Soham Mansion, II floor, M.G. Road, Secunderabad. He is duly authorized to represent M/s. Modi Ventures to file caveat petitions and send the legal notice to C. K. Sinha and Vijay Shankar.

Date: 30/4/10

Place: Hyderabad

Modi Ventures,



Soham Modi
Managing Partner.

Note on Gulmohar Gardens Phase I & Phase II

Introduction:

Gulmohar Gardens Phase I consists of 5 blocks (A to E), was started in 2005 and block F was proposed to be constructed after obtaining sanction for the same. F block has also been shown in the brochure of Pahsel. Additional land of 1.2 acres was purchased by the builder and G block consisting of 115 flats was proposed to be constructed entirely on the additional land purchased. Sanction for block F & G (Phase II) was obtained in 2009 and the construction of the same is started. Some residents of phase I have apprehensions about the development in phase II. This note is prepared to address the apprehensions of such residents/owners.

Sanction from GHMC:

Sanction for Block F & G has been obtained following all rules and regulations laid down in law. The sanction is for 7 blocks together in a single layout with common access and amenities. As per law the builder is fully entitled to make these constructions.

Legal issues:

Sale deed/agreement of sale of each and every customer in Phase I has the following clause:

'That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.'

The builder is sufficiently entitled to make additional constructions legally.

Corpus Fund:

Corpus fund is being collected from purchasers of flats in G block and that shall be deposited with Gulmohar Gardens Owners Association. The expected collection from Corpus funds is Rs. 19.50 lakhs. This amount shall be for exclusive use of the Association and will go a long way in reducing the burden of monthly maintenance charges of all the residents of Gulmohar Gardens.

Cost of maintenance:

There are certain fixed costs which have to be borne by the Association irrespective of no. of flats and these costs will substantially come down as and when they are shared by both the phases of the project. Some examples are:

- a. Cost of maintaining swimming pool including electricity is about Rs. 20,000/- per month.
- b. Cost of security does not substantially go up for 2 phases combined together.
- c. Cost of maintenance of common areas like clubhouse, roads, gardens, etc., remains unchanged for both phases clubbed together.

Additional common amenities:

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

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

Parking:

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

Conclusion / appeal:

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

We appeal to the residents of Phase I to not agitate in this matter. Residents of Phase I are our customers and we are always willing to accommodate their views and requirements.

While it is not desirable/possible to separate Phase I & Phase II of the project, we are always open to a discussion in the matter.



MODI
PROPERTIES &
INVESTMENTS PVT. LTD.

Off: 5-4-187/3&4, II Floor,
M.G. Road, Secunderabad - 500 003.
Phone : +91-40-39101958, 65267423.
Fax : +91-40-27544058.
E-mail : info@modiproperties.com
Visit us at : www.modiproperties.com

APPEAL

To,
The Residents,
Gulmohar Gardens,
Mallapur.

Date: 01.08.2009

The issue of construction of F & G blocks has unnecessarily and without intention been flared up. I am writing this to request all residents to come forward and support a reasonable and mutually beneficial relation between the residents, the Association and the Builder. Please let better sense prevail so that an amicable relation can be maintained between the Builder, residents and the Association.

I have already circulated a note dated 14.7.09 highlighting issues related to phase I and phase II. You may request for additional copies with Mr. Martin at our site office.

In an informal meeting held between the office bearers of the Owners Association and Mr. Jagidhs Kanaiya – GM – Sales, the Association has given their major objections which are as follows:

1. G Block should not be combined with phase I
2. Separate access should be made for block F.
3. Compound wall next to G block to be immediately erected.
4. Amenities like jogging track, tree plantation, etc., to be provided.
5. Site office of the builder to be shifted.

If the Association and residents of Gulmohar Gardens are willing to amicably settle this issue, we are prepared to make the following offer:

1. G block and its amenities shall be separated from phase I.
2. However, F block can not be separated and will remain part and parcel of Phase I.
3. Compound wall can be erected if no objections are received within 60 to 90 days.
4. Site office can be shifted within 90 days.
5. Jogging track, tree plantation and other amenities can be completed at the earliest possible.

Our above offer is subject to reaching an amicable settlement.

I once again appeal to you to be reasonable and arrive at an amicable settlement.

Thank You.
Yours sincerely,

Soham Modi.
Managing Director

Comm

Note for Gulmohar Gardens Phase I & Phase II.

Clarifications and further information was sought by the office bearers/ Executive Committee of Gulmohar Gardens Owners Association in the meeting with the Builder on 14.7.09.

Undivided share of land:

At present there is no law governing division of undivided share of land in an apartment complex. Prior to 1995 several flats / offices were sold without any undivided share of land. Title of such flats / offices is valid and accepted legally. To generate revenue Government is now insisting on mentioning undivided share of land for every office/apartment.

In our case, each flat owner could easily have been sold say 3 sq yds of undivided share of land for 100 sft of super built-up area and the Builder could have kept the balance for future development like addition of extra floors on the existing building and the title of each flat owner would still be perfect. The matter is very contentious and as such there are not many judgments from the courts clarifying the issue. At the moment the quantum of undivided share makes no difference to the title or in the enjoyment of the flat purchased.

Sl. No.	Block No.	Undivided share of land per 100 sft of super built-up area
1.	Phase I – A To E	6.15 sq yds
2.	F Block	3.21 sq yds
2	G Block	4.00 sq yds

Parking cost:

Parking in G block will be sold to the residents of Phase I at the rate of Rs. 1.50 lakhs per car parking subject to change from time to time. Sale/allotment will be on a first come first served basis. The basement of G block has 75 car parkings on a proposed constructed area of 24,750 sft. The cost of constructing a basement for parking is very high as the walls, floor and roof are made in RCC. The estimated cost is about Rs. 600 per sft i.e., Rs. 1.60 crores. The estimated cost of construction of each parking is about Rs. 2.14 lakhs. However, the same is being offered at a reduced price of Rs.1.50 lakhs.

Enhancement and customization of amenities:

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

Some Executive Committee Members were of the opinion that an additional swimming pool should also be provided. While the Builder has no objection to the same, the cost of maintaining 2 pools may be prohibitive and beyond the affordability of the Association.

This note is prepared for discussions with the Executive Committee Members of the Association and not for circulation to all the residents.

Note on Gulmohar Gardens Phase I & Phase II

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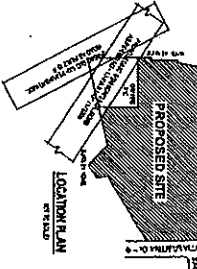
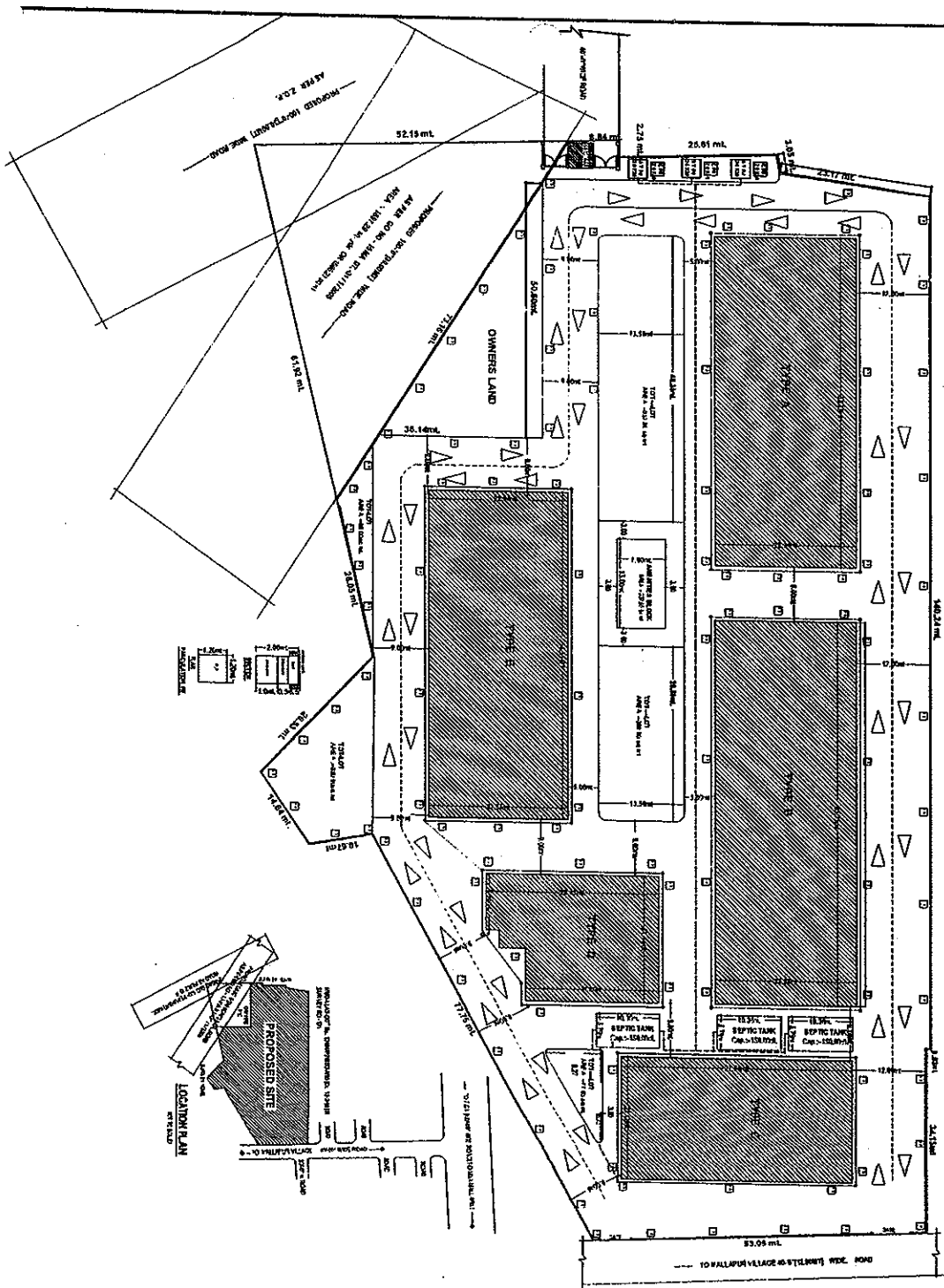
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We appeal to the residents of Phase I to not agitate in this matter. Residents of Phase I are our customers and we are always willing to accommodate their views and requirements. The amenities & facilities of Phase I & II can be enhanced and customized for the mutual benefit of all residents of Phase I & II.

Date: 14.07.2009

SANCTION PLAN OF GULMOHAR GARDENS PHASE-I (ACAD COPY)



PLAN FOR ADDITIONS & ALTERATIONS IN GROUP HOUSING SCHEME IN SURVEY NO. 83/84 & 85, SITUATED AT: HALAPUR VILLAGE, KAPRA MUNICIPALITY, UPPAL MANDAL, RANGA REDDY DIST. A.P.
BELONGING TO:- M/s. SRI SAI BUILDERS
REPRESENTED BY:- M. NAREDDY KRAN KUMAR, S/O. MADHUSUDHAN REDDY.

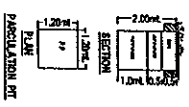
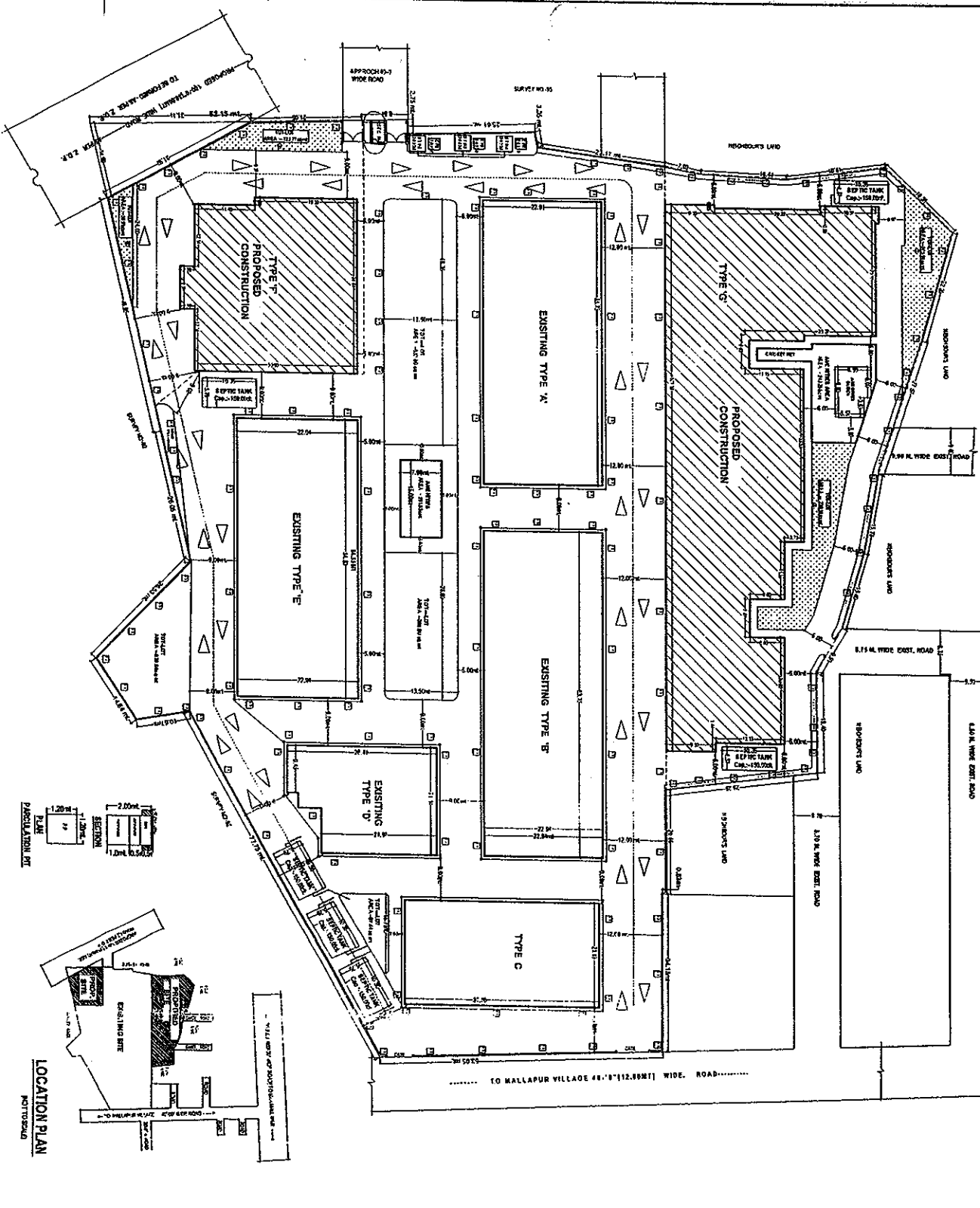
AREA STATEMENT:-

TOTAL LAND AREA	> 18,360.18sq mt [of] 18,360.18 sq mt.
AREA UNDER ROAD WORKING	> 187.28sq mt [of] 188.21 sq mt.
NET LAND AREA	> 17482.89sq mt [of] 18372.90 sq mt.
TYPES	TOTAL FLOOR AREA (FLOOR AREA) (FLOOR AREA)
TYPE 'A'	480.00sq mt 1220.00sq mt
TYPE 'B'	371.83sq mt 1254.29 sq mt
TYPE 'C'	2485.15sq mt 791.87 sq mt
TYPE 'D'	159.20sq mt 424.84 sq mt
TYPE 'E'	402.25sq mt 1198.55 sq mt
TOTAL	10,398.43sq mt 4,674.00 sq mt
AMENITIES BLOCK AREA	> 27.00 Sq mt
AREA OF SECURITY ROOM	> 20.00 Sq mt

PROPOSED F.A.R.	CONSUMED F.A.R.
F.S.I. > 1:1.20	F.S.I. > 1:1.20
F.S.I. AREA > 21,058.43 Sq mt	F.S.I. AREA > 18,339.15 Sq mt
COMMON AREA (P.W.) > 45.82 Sq mt	COMMON AREA > 6,850.00 Sq mt
TOTAL F.A.R. AREA > 21,104.25 Sq mt	TOTAL F.A.R. AREA > 25,189.15 Sq mt
OPEN SPACE AREA > 1100 sq mt	OPEN SPACE AREA > 1,000.00 Sq mt
GROUND COVERAGE > 4%	GROUND COVERAGE > 32.51%
OWNER'S SIGN:-	ENGINEER'S SIGN:-

ARCHITECTURE SIGN:-	REFERENCES:-	NOTES:-
PROPOSED:-		
EXISTING:-		
SCALE > 1:200		

SANCTIONED PLAN OF GULMOHAR GARDENS PHASE-I & II (ACAD COPY)



LOCATION PLAN

SHEET NO. 1-5

PROPOSED GROUP HOUSING SCHEME IN SURVEY NO.3 (P), 34(P), 34(P) & 35(P) OF MALLAPUR VILLAGE, GHMC KAPPA CIRCLE, UPPAL MANDAL, HYDERABAD, R. R. DIST. A.P., BELONGING TO:
 1. M/S. SHU SAI BUILDERS AND OWNERS
 2. M/S. MOOI VENTURES
 M/S. MOOI VENTURES REPRESENTED BY MR. SOHAM MOOI, SROSRHSATISH MOOI

TOTAL LAND AREA STATEMENT

TOTAL LAND AREA - 25,148.00sqm [or] 21,064.8 mt.

AREA UNDER ROAD WIDENING - 272.80sqm [or] 228.12 mt.

NET LAND AREA - 24,875.20 sq mt OR 20,836.68 Sq.mt

LAND AREA OF ALREADY SANCTIONED TERRACE CONSTRUCTION - 1182.22sqm [or] 1,022.22 Sq.mt.

ADDITIONAL (PROPOSED) LAND AREA OF CONSTRUCTION - 7,451.20sqm [or] 6,411.20 Sq.mt.

EXISTING BUILT UP AREA:

TOTAL BUILT UP AREA - 1,14,000.00sqm

PROPOSED BUILT UP AREA STATEMENT

TOTAL BUILT UP AREA - 1,18,000.00sqm

PROPOSED LAND AREA - 7,451.20sqm [or] 6,411.20 Sq.mt.

PARKING AREA STATEMENT

TOTAL PARKING AREA - 1,18,000.00sqm

TOTAL AREA - 1,18,000.00sqm

TOTAL AREA - 1,18,000.00sqm

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