

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

O.S. No. 23 of 2007

Between:

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

... Plaintiff

And

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

... Defendant

SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT OF SALE.

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

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

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

The above named plaintiff respectfully submits as under:



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

North: Flat NO : 214

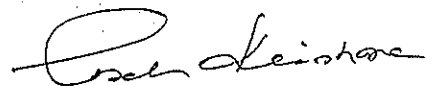
South: Flat NO : 212

East: 6' Wide Corridor

West: Open to Sky

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

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



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

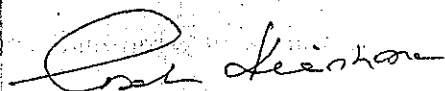
3. The plaintiff is ready and willing to perform his part of contract, since the date of agreement, till the sale deed is registered and till the decree is finally satisfied. That on 26-2-07, the plaintiff got prepared D.D. in the name of defendant and requested to accept the D.D. Regd the suit schedule property in his favour But he decl
- On 12-3-2007, a legal notice was issued to the defendant, but he did not choose to give any reply.

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

Prakash Chandra

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

5. The defendant having received the part payment of the sale consideration in respect of the suit schedule property is under a legal obligation to perform the same. Non performance of a statutory duty has compelled this plaintiff to approach this Hon'ble Court to save himself from irreparable loss. Hence the suit.
6. It is pertinent to mention here that the plaintiff has come to know that the defendant is intending to enter into a sale transaction in respect of the suit property with some third parties.
7. That no such suit was filed earlier against the Defendant for a similar relief nor any suit is pending in between the plaintiff and defendant under the same title for the same relief in any court of law.
8. CAUSE OF ACTION: That the cause of action arose against the Defendant at R.R. District. on 31st August 2006 when the plaintiff entered into an agreement of sale with the defendant in respect of the suit property and on all subsequent dates, when the plaintiffs requested the defendant to execute a sale deed in respect of the suit property, but he was not obliged.



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

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

is paid towards court fees under Sec 39 of A.P.C.F and S.V. Act, and the same is deposited in _____, vide scroll No.

of 07, dated 2007, as per the direction of Hon'ble High Court of A.P. and the challan is enclosed herewith.

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

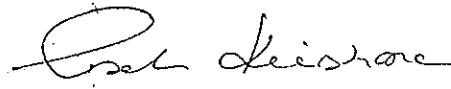
Hence it is prayed,

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

apartments named as Silver Oak Apartments forming part of Survey No. 290, Situated at Cherlapally Village, Ghatkesar Mandal, R.R. District

pursuant to the suit agreement dated 31-08-2006. The costs of the suit and any other relief as deemed fit and proper may also be awarded.

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


Plaintiff

R.R. District.

VERIFICATION

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

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


Plaintiff

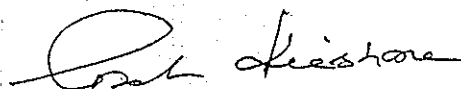
R.R. District.

SUIT SCHEDULE PROPERTY

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

North: Flat NO : 214

South: Flat NO : 212



East: 6' Wide Corridor

West: Open to Sky

VERIFICATION

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

[Signature]

Plaintiff

Date: ~~30-4-2007~~ ^{8/5/07}

Counsel for plaintiff

R.R. District.

LIST OF DOCUMENTS

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

Date: ~~30-4-2007~~ ^{8/5/07}

counsel for plaintiff

R.R. District.

R.R.DIT. AT L.B.NAGAR.

JUDGE

O.S.NO. 23 of 2008

BETWEEN:

G. Balakrishna plaintiff

and

M/s Summit builders

..Defendant

SUIT FOR SPECIFIC PERFORMANCE OF
AGREEMENT OF SALE

PLAINT FILED UNDER SEC 26 C.VII R.1 C

8/5/07
filed on: ~~30/7/2007~~

filed by

MOHD. MOIN AHMED QUADRI

MOHD. SHAPEEQ

Advocates

Counsel for the plaintiff