

C.BALAGOPAL
C.V.CHANDRAMOULI
ADVOCATES

#103, Suresh Harivillu Apt
Road No.12, West Marredpally
Secunderabad-500026.

Registered Post Ack/Due

Date: 13th July 2021

To
Kusum Kumari D/o Ramsurat Mistri
Ravindra Sharma S/o Madan Mohan Sharma
Both are R/o:
Bungalow No.346, Silver Oak Bungalow Phase-3,
Cherlapally Hyderabad -500051. Telangana

We are issuing this notice on behalf of our Client Silver Oak Villas Rep by its Managing Partner Mr.Soham Modi having its registered office at 5-4-187/3&4, Soham Mansion, IInd Floor, M.G.Road, Secunderabad, we hereby issue you the following notice.

1. Our client is in the business of construction of residential flats and Villas. Our client has developed one such venture known as Silver Oak Villas situated at Sy.No.294, Cherlapally Hyderabad consisting of 95 Villas.
2. Our client states that you have approached our client for purchase of Villa No.93, area 161 Sq yards, in the above venture along with a Villa to be constructed on the said plot, you had entered in to a sale deed and also agreement of construction for carrying out the construction of the Villa in the above said plot by our client for a total consideration of Rs.57,00,000/- plus other charges like stamp duty & registration charges of Rs.9,594, service tax/GST of Rs.5,13,000/-, Maintenance Charges from May-2021 to June-2021 is Rs.6,120/-, Membership fee of Rs.50/-, Manjeera Water connection charges of Rs.12,500/-, and corpus fund of Rs.30,000 shall be paid to the Association. Apart from it you have also requested to our client for the extra work (additions and alterations) to your villa (copy enclosed) and the same is taken up

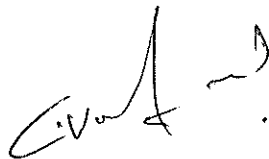
and completed by our client. The cost for extra work is Rs.72,196 (including 18% Gst).

3. Our client further states that in the booking form dated 04-05-2018 our client has spelt out the schedule of the payments to be made by you on various dates which was also signed by you agreeing for the terms and conditions and you have failed to make the payment within the prescribed time. As a result you are liable to pay an interest on delay payments which amounts to Rs.2,88,125/- as on 08-07-2021 (Copy of Statement enclosed).
4. Therefore a total amount of Rs.66,31,585/- was payable by you to our client. Out of which You have paid a total amount of Rs.62,22,594/- to our client as per the details given below. You are still due an amount of Rs.4,08,991 to our client.

Sl.No	Date	Cheque No's	Amount
1.	16-5-2018.	100858	25000/-
2.	21-05-2018	100859	2,00,000/-
3.	07-08-2018	IMPS	1/-
4.	07-08-2018	IMPS	1,00,000/-
5.	07-08-2018	IMPS	1,40,000/-
6.	07-08-2018	IMPS	1,50,000/-
7.	07-08-2018	IMPS	1,64,999/-
8.	05-12-2018	Transfer	29,52,000/-
9.	14-10-2019	NEFT	8,84,000/-
10.	23-02-2021	Transfer	2,20,000/-
11.	23-02-2021	Transfer	2,00,000/-
12.	24-03-2021	Online	1,00,000/-
13.	24-03-2021	Online	2,00,000/-
14.	25-03-2021	Online	50,000/-
15.	25-03-2021	Online	62,594/-
16.	25-03-2021	Online	60,000/-
17.	25-03-2021	Online	50,000/-
18.	08-05-2021	Online	6,64,000/-

5. Our client has carried out their part of the contract i.e, the construction of Villa and informed you vide its letter dated 25-01-2021. The only minor works are pending the same can be completed in a week's time. Our client is ready to handover the Villa as soon as you settle the dues at the earliest.
6. Our client informs us that you had sent a mail dated 11-5-2021 and 18-5-2021 refusing to make the payments. Even after several calls and repeated reminder letters through post you are failed to make the payment. However you are now refusing to pay the balance amount of Rs.4,08,991/-to our client.

Therefore on behalf of our client we hereby call upon you to pay the outstanding amount of Rs.4,08,991/- to our client Within 10 days from the receipt of this notice, failing which our client will initiate appropriate legal proceedings against you for recovery of the amount along with interest, holding you liable for all costs and consequences arising thereof and also to pay Rs.20,000/- towards the cost of this notice.


C.BALAGOPAL
Advocate

Enclosure:

1. Request form for addition and alterations of work.
2. Calculation statement for delay in payments.
3. Excel Statement as on 08-07-2021.

G.USHARANI
Advocate



G8 CSR Estates
Plot No.42
Kothapet, Saroornagar
Hyderabad - 500 035

Cell : 9848665740

By Regd.post with ack.due

Reply Notice

To

Date: 21-7-2021

Sri. C.Balagopal &
Sri. C.V.Chandramouli
Advocates
#103, Suresh Harivullu Apt,
Road No.12, West Marredpally,
Secunderabad - 500 026.

Under the instructions of my client Ms.Kusum Kumari, W/o.Ravindra Sharma, Aged about 42 years, Occ:Business, R/o.H.No.346, Silver Oak Bungalows, Phase No-3, Cherlapally Village, Kapra Mandal, Medchal-Malkajgiri District I hereby issue the following reply notice to your legal notice dated 13-07-2021 issued on behalf of your client Silver Oak Villas Rep. by its Managing Partner Mr.Soham Modi.

At the outset the contents of notice issued by you are all false baseless and created for the purpose of issuance of this notice, my client denies all the allegations made in your notice except those which are specifically admitted hereunder.

1. In reply to para No.1 it is true that your client is the business of Construction of Residential flats and Villas. And developed one such venture known as Silver Oak Villas situated at Sy.No.294, Cherlapally Hyderabad.

2. In reply to para No.2 my client states that my client and her husband Ravindra Sharma approached your client to purchase the construction house. Your client offered my client to sell out their open plot bearing No.93 admeasuring 161 Sq.yds, in Sy.Nos.11, 12, 14, 15, 16, 17,18 & 294 situated at Cherlapally Village, Kapra Mandal,, Medchal- Malkajgiri and also construction works for which your client told that my clients have to pay the amounts separately i.e Rs.28,50,000/- for an Open Plot and Rs.28,50,000/- for Constructions. My client accepted their offer and were ready to make the payment towards the same.



3. My clients further states that my client paid the above sale consideration for open plot i.e Rs.28,50,000/-(Rupees Twenty Eight Lakhs Fifty Thousand Only) through online-RTGS and your client executed the sale deed in favour of my client and her husband vide document No.6242/2021 dated 25-03-2021 at Sub-Registrar of Uppal, Ranga Reddy District and also my client paid the construction amount to your client for Rs.21,86,000/-(Twenty One Thousand Eight Six Thousand Only) and Rs.6,64,000/-(Rupees Six Lakhs Sixty Four Thousand Only) through online-RTGS on 07-05-2021 total amount Rs.28,50,000/-(Rupees Twenty Eight Lakhs Fifty Thousand Only). Though, my client paid the entire amount(Open Plot + Construction) to your client, but your client demanded to pay the additional amount of Rs.5,13,000/- in form of GST Tax 18 % on the construction value of RS.28,50,000/-. However, my client paid the entire amount of Rs.62,22,594/- to your client including all the above said charges. Hence, There were no dues in respect of the property from my client.

4. My client further states that when my client requested your client to hand over the possession of the property, but your client bluntly refused to handover it to her by alleging that my client has to pay some more additional amounts of Rs.4,30,480/- which would be for interest on delay payment, 6 months maintenance, Member Fee, Corpus fund, Manjeera Water Connection, Extra work charges etc. but my client did not agree to pay the additional amount. As failed to give the possession of the house to my client within time, due to which my client incurred heavy loss of Rs.10,00,000/-. Your client insisted my client to pay the same if not, the possession will not be transferred in favour of my client. However, my client requested your client several times to deliver the possession, but there was no proper response from your client. Your client did not construct the house with the proper material due to which my client got huge financial loss and suffered with mental agony. My client left with no other option she along with her husband filed a consumer case before the District Consumer Redressal Commission, R.R.District at L.B.Nagar vide C.C. No.296/2021 against your client and same is pending for adjudication. Your client having knowledge about the pendency of above case but he did not choose to attend the Consumer Commission and suppressed the same to you with a malafide intention to avoid legal consequences.

My client states that your client is not entitled for any relief under this false notice, to advice your client to hand over the possession of the property immediately to avoid legal consequences as my client already paid the entire amount to your client.

In view of the above, advise your client to desist from initiating any frivolous litigation and withdraw the notice under reply unconditionally failing which my client will suitably defend and contest any such litigation at the costs of your client including this Reply notice charges of Rs.15,000/-.

Ravindra Sharma

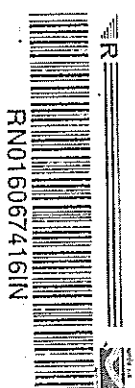
Kusum Kumari

G. Usha Rani
G. USHA RANI
(Advocate)

RPAD

To-

M/S Silver Oak Villas LLP
MR. SOHAN MODI S/O Late Satish Modi
H.No. 5-4-183/3 & 4, 2nd Floor
Sohan Mansion, M.G. Road



RN016067416IN

From-

SMT. G. USHARANI

Secunderabad. 500003.

SECUNDERABAD, INDIA-500003

G8, CSR ESTATES, PLOT NO. 42, KOTHAPET, SAROORNAGAR,
HYDERABAD, TELANGANA STATE, INDIA-500035

Mob-9848665740

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BEFORE THE HON'BLE CONSUMER DISPUTES REDRESSAL
COMMISSION: RANGA REDDY: AT:L.B.NAGAR

C.C.No. 296 of 2021

Between:

1.Ms.Kusum Kumari, W/o.Ravindra Sharma,
Aged about 42 years, Occ:Business.

2. Mr.Ravindra Sharma S/o.Madan Mohan Sharma,
Aged about 46 years,Occ: Business,
Both are R/o.H.No.346, Silver Oak Bunglows,
Phase No-3, Cherlapally Village, Kapra Mandal,
Medchal-Malkajgiri District.

..Complainants

AND

M/s Silver Oak Villas LLP,
Represented by its Managing Director,
Mr.Sohan Modi, S/o.Late Satish Modi,
Aged about 50 years, Occ: Business,
R/o.H.No.5-4-187/3 & 4, 2nd Floor,
Sohan Mansion, M.G.Road, Secunderabad-500003.

..Opposite Party

COMPLAINT FILED BY THE COMPLAINANT UNDER SEC. 135 OF
THE CONSUMER PROTECTION ACT, 1930 2019

Description of the Complainants: That the description and address of the complainant for the purpose of service of summons, process, etc., is the same as shown in the above cause title.

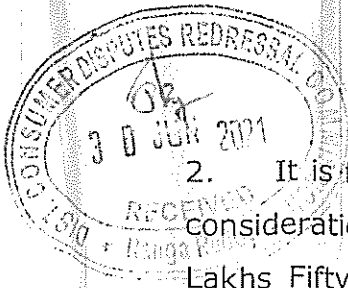
Description of the Opp.Party: That the description and address of the Opposite Parties for the purpose of service of summons, process, etc., is the same as shown in the above cause title.

That the above named Complainant humbly submits as follows:

1. It is submitted that the complainants approached the Opp.party to purchase the construction house. The Opp.party party offered the Complainants to sell out their open plot bearing No.93 admeasuring 161 Sq.yds, in Sy.Nos.11, 12, 14, 15, 16, 17,18 & 294 situated at Cherlapally Village, Kapra Mandal,, Medchal- Malkajgiri and also construction works for which they told that the Complainant No.1 & 2 have to pay the amounts separately i.e Rs.28,50,000/- for an Open Plot and Rs.28,50,000/- for Constructions. The Complainants accepted their offer and were ready to make the payment towards the same.

Kusum Kumari

Ravindra Sharma



2. It is further submitted that the Complainant paid the above sale consideration for open plot i.e Rs.28,50,000/-(Rupees Twenty Eight Lakhs Fifty Thousand Only) through online-RTGS and the Opp.party executed the sale deed in favour of Complainants vide document No.6242/2021 dated 25-03-2021 at Sub-Registrar of Uppal, Ranga Reddy District and also the Complainant paid the construction amount to the Opp.party for Rs.21,86,000/-(Twenty One Thousand Eight Six Thousand Only) and Rs.6,64,000/-(Rupees Six Lakhs Sixty Four Thousand Only) through online-RTGS on 07-05-2021 total amount Rs.28,50,000/-(Rupees Twenty Eight Lakhs Fifty Thousand Only). Though, the Complainant paid the entire amount(Open Plot + Construction) to the Opp.party, but the Opp.party demanded to pay the additional amount of Rs.5,13,000/- in form of GST Tax 18 % on the construction value of RS.28,50,000/-. However, the Complainant paid the entire amount of Rs.62,22,594/- to the Opp.party including all the above said charges. Hence, There were no dues in respect of the property from the Complainant.

3. It is further submitted that when the Complainant requested Opp.party to hand over the position of the property, the Opp.party bluntly refused to hand over it to him as the Complainant has to pay some more additional amounts of Rs.4,30,480/- which would be for interest on delay payment, 6 months maintenance, Member Fee, Corpus fund, Majeera Water Connection, Extra work charges etc. but the Complainant did not agree to pay the additional amount. The Opp.party insisted the Complainant to pay the same if not, the position will not be transferred in his favour. However, the Complainant requested Opp.party several times to do the same, but there was no proper response from him. The Opp.party did not construct the house with the proper material due to which the Complainant got huge financial loss and suffered with mental agony. The Complainant left no option and hence, he lodged a complainant against the Opp.party who cheated the Complainant through Consumer Grievance portal vide number 2751726 dated 28-05-2021, but he did not get any reply from them.

Kisum Kumari

Ravindra Sharma

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

CC 296/2021



BETWEEN:-

Ms.Kusum Kumari & another

.... Complainants

VS

M/s.Silver Oak Villas LLP, Represented by its M.D

... Opposite Party

NOTICE

Whereas the above named Complainant filed a complaint against you U/s 35 of Consumer Protection Act, 2019 (copy of complaint enclosed). Hence, you are hereby required to appear before this Commission on 04.08.2021 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 notice, failing which complaint will be determined in accordance with law.

// BY ORDER //

P. Phani Kumar
SHERISTADAR
Dist. Commissioner
Redressal Commission
Ranga Reddy
05/07/2021

To:

M/s.Silver Oak Villas LLP, Represented by its Managing Director,
Mr.Sohan Modi, S/o.Late Satish Modi, R/o. H.No.5-4-187/3 & 4,
2nd Floor, Sohan Mansion, M.G.Road, Secunderabad – 500 003

Dis No. 840 Dated 13-7-2021

4. It is humbly submitted that the Opposite Party committed default in providing the good and proper service to the complainant, who suffered with lot of mental agony and depression besides financial loss.

5. The complainant is entitled to claim an amount of Rs. Rs.10,00,000/- (Rupees Ten Lakhs Fifty Thousand only) along with compensation of Rs.2,00,000/- towards damages, pain and suffering and mental agony caused to the complainant along with legal costs of Rs.10,000/-.

6. As the conduct of the Opposite party amounts to deficiency in service, the complainant is constrained to file this petition before this Forum for justice under the provisions of Consumer Protection Act.

IV. **CAUSE OF ACTION** : The cause of action arose when the Complainant paid the whole amount for construction of house, Opp.party kept insisting to pay an additional charges which the Complainant refused and requested several times to hand over the position of the property. The Opp.party bluntly refused to hand over the same and it is still in the Opp.party possession. Hence the cause of action is still subsisting.

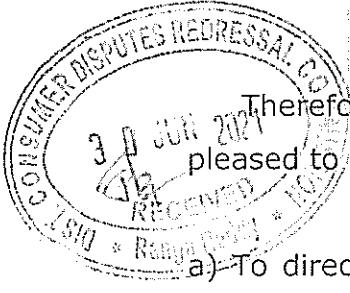
V. **JURISDICTION** : The complainant residing at R/o.H.No.346, Silver Oak Bungalows, Phase No-3, Cherlapally Village, Kapra Mandal, Medchal-Malkajgiri District hence, this Hon'ble Forum got the jurisdiction to entertain the complaint.

VI. **LIMITATION** : The complaint is within the period of limitation. It is submitted that the complaint is within limitation as per the provisions of Section 24(A) of Consumer Protection Act, 1986.

VII. **COURT FEE** : The Court Fee of Rs. is paid U/Sec. of Consumer Protection Act, which is sufficient.

Kusum Kumari

Ravindra Sharma



Therefore, the complainants pray the Hon'ble Forum may be pleased to pass orders in favour of complainants against Opp.Party.

- a) To direct the Opp.party to pay Rs.10,00,000/- (Rupees Ten Lakhs only) to the complainant towards entire loss and damages caused due to delay and poor quality of construction and negligent acts of opp.party herein.
- b) Award compensation of Rs.2,00,000/- (Rupees Two Lakhs only) to the complainant towards pain, suffering and mental agony and
- c) Award cost of the complaint Rs.10,000/- .
- d) and grant such other relief or reliefs as this Hon'ble Forum deems fit and proper in the interest of Justice and equity.

L.B.Nagar

Date : 30-6-2021

1. Kusum Kumari 2. Ravindra Sharma

COMPLAINANT

VERIFICATION

We, Ms.Kusum Kumari & Mr.Ravindra Sharma the complainants herein do hereby verified that the contents of the complaint are true and correct to the best of our knowledge and belief. Hence verified the same on this the day of June 2021 at L.B.Nagar.

1. Kusum Kumari 2. Ravindra Sharma

COMPLAINANT

LIST OF DOCUMENTS

- 1.Copy of sale deed vide document No.6242/2021 dated 25-03-2021.
- 2.Copy of grievance details.
3. Copy of amounts break up given by Opp.party
4. Copy of agreement for construction doct No.6243/2021.

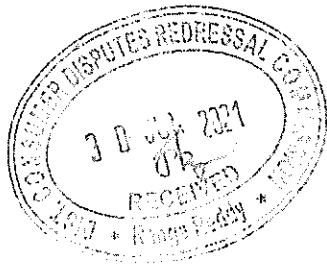
L.B.Nagar

Date : 30-6-2021

1. Kusum Kumari 2. Ravindra Sharma

COMPLAINANT

SR 832
30/6/2021



BEFORE THE HON'BLE
CONSUMER DISPUTES
REDRESSAL
COMMISSION: RANGA
REDDY: AT: L.B.NAGAR

C.C.No. of 2021

Between:

Ms.Kusum Kumari and
anotherComplainant

AND

M/s Silver Oak Villas LLP,
Represented by its Managing
Director ..Opposite Party

COMPLAINT FILED BY THE
COMPLAINANT UNDER
SEC. 32 OF THE
CONSUMER PROTECTION
ACT, 1986

Filed on : 30-6-2021

Filed by :

Ms.Kusum Kumari
Mr.Ravindra Sharma
COMPLAINANTS
PARTY- IN-PERSON

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION
RANGA REDDY DISTRICT: NTR NAGAR : HYDERABAD

C.C. NO. 296 OF 2021

BETWEEN;
MS. KUSUM KUMARI & ANOTHER

..COMPLAINANTS

VS

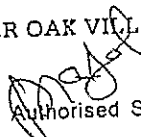
M/S SILVER OAK VILLAS LLP REP.
BY ITS AUTHORIZED REPRESENTATIVE
PARTY

..OPPOSITE

WRITTEN VERSION FILED ON BEHALF OF THE OPPOSITE PARTY

1. It is humbly submitted that the opposite party gone through allegations in complaint and its supporting documents and understood. The opposite party humbly submitted that the allegations and averments of the complaint and Supporting documents are denied except specifically admitted herein. The complainants may be put to strict proof of the allegations and averments of the complaint. The present complaint is not maintainable either on facts, evidence and law as such the same is liable to be dismissed. There is no cause of action to file the complaint and limitation. The complainant filed this complaint with intention to avoid the payment by way of black mailing as such the complaint is liable to be dismissed. The complainants suppressed various facts and filed the complaint with false averments. The complaint is filed with false averments with mala fide intention to gain unlawfully. The complaint is filed in this commission without having pecuniary and territorial jurisdiction as such the complaint is liable to be dismissed.
2. Before answering to the allegations of the complaint the opposite party humbly placing few facts for consideration of this Hon'ble Commission and the same are:
 - A. The opposite party and its predecessor are doing real estate and construction business and having good experience and reputation in the field. It has acquired property an extent of A.6.18.GTS IN Sy.no12,14,15,16,17,18 AND 294 OF

For SILVER OAK VILLAS LLP


Authorised Signatory

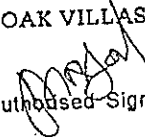
CHERLAALLY VILLAGE, GHATKESAR MANDAL, MEDCHAL-MALKAJGIRI DISTRICT under different documents and obtained permission from the concerned authority to construct villa therein etc. The facts are not disputed each and every detail of the same is not mentioned herein, however, the copy of the executed in favour of the complainants are enclosed, wherein the said details specified. The name of the project is 'SILVER OAKS VILLAS.'

- B. While the project is in progress, the complainants approached the opposite party to acquire a villa. After verifying the project and its titles others, they have booked a villa No.93 on 04.05.2018 agreeing the terms and conditions of the booking form and also to pay the consideration and others as specified therein. The complainants also entered into sale agreement dated 31.07.2018 with this opposite party for the said villa. copy of the booking form and agreement of sale are enclosed herewith and the same may be read as part and parcel of this written version.
- C. In pursuance to the booking form and sale agreement, the complainants paid part of the consideration and requested registration of the land construction agreement for the balance works. This opposite party executed SALE DEED dated 25.03.2021 vide document no.6242/2021 for the land semi-finished villa and also entered into AGREEMENT FOR CONSTRUCTION dt.25.03.201 for construction of the pending works etc..
- D. The total consideration of the villa is Rs.57,00,000/- and the same was payable as per the schedule mentioned in the Booking form and sale agreement executed by the parties herein. As per said documents the complainants agreed to pay interest @1.5. pm on the delayed payments. As the complainants have not paid the installments as agreed the opposite party had no option except to charging interest on the delayed payments. The interest calculation sheet is enclosed to this written version and the same may be read as part and parcel of this version.

charges i.e. Registration, Stamp Duty and incidental expenses, service Tax and VAT other charges applicable as on the date of registration. If the said tax is paid by the opposite party, who is entitled to recover the same from the complainant and also withhold possession of the villa till payment of the said amounts. It is incorrect to state that the complainants paid additional amount of Rs.5,13,000/- in form of GST Tax 18% on the constructions costs. This allegation of the complainants are contrary to their e-mail dated 11.05.2021 in addition to the agreements entered by them.

4. In reply the paragraph no.3 of the complainant, as per the terms of the contacts/ agreements entered by the complainants for the villa, this opposite party demanded to pay the due amounts and to take the delivery of the villa as mentioned above and e-mails of the parties. it is false to state that the complainants are not agreed to pay the interest on the delayed payments/installments of consideration, 6 months maintenance, Member fee, Corus fund, Manjeera Water connection, extra work chares etc. The facts is that the complainants agreed to pay the said amounts in the agreements/contracts entered for the villa. But he expressed their inability to pay the said amounts in their e-mail dated 11.05.2021. The complainants false allegations that the construction of the villa improper material and as such they got huge loss. The other allegation that they have complained though consumer grievance portal is denied and they may be put to strict proof of the same.
5. With regard to the allegations in paragraphs 4 to 6 of the complaint, it is denied that this opposite party defaulted in providing the good and proper service to them and sustained mental agony and depression besides financial loss. The claim of the complainants for an amount of Rs.10,00,000/- towards damages, mental agony and suffering along with compensation of rs.2,00,000/- and costs of rs.10,000/- is denied and the same made by the complainant with intention to gain unlawfully and to avoid the lawful payments to the opposite party. The allegations of the complainants that this opposite Party action is deficiency in service and constrained to file the complaint is nothing but false

For SILVER OAK VILLAS LLP


Authorised Signatory

stated in view of the above clear facts and that to be the present complaint is filed to escape their liability under the agreements and to gain unlawfully.

6. In reply to the allegations in other paragraphs, It is submitted that the present complaint is without any cause of action, there is no limitation and filed without having proper jurisdiction either on territorial or pecuniary and all with false allegations with an intention to gain unlawfully and to avoid the lawful amounts payable to this opposite party. Further the all allegations made by the complainants are untrue and that they have suppressed real facts as such the complaint is liable to be dismissed with costs.
7. In view of the above facts and circumstances it is clear that the complaint filed by the complainants are without having merits and that to they have approached this Hon'ble Commission with unclean hands and made false claim with intention to enrich themselves as such the complaint is liable to be dismissed on the above grounds alone.

In the circumstances stated above it is prayed that this Hon'ble Commission may be pleased to dismiss the complaint with exemplary costs.

For SILVER OAK VILLAS LLP

Authorized Signatory
Opposite Party

VERIFICATION

I, Krishna Prasad S/o Late K. Hanumantha Rao R/o Flat No.108, Sai Tirumala Deluxe Residency, Tarnaka, Hyderabad-500017 Customer Relation, Senior Manager of the opposite party company and authorized signatory, I have gone through the averments in paragraphs 1 to 7 of the above writ version and under stood the same and found that the said contest of true and correct to the best of my knowledge. hence verified on this the 01st day of October, 2021, at Hyderabad.

For SILVER OAK VILLAS LLP

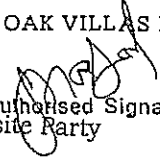
Authorized Signatory
Opposite Party.

Counsel for Opposite Party.

LIST OF DOCUMENTS FILED ON BEHALF OF THE OPPOSITE
PARTY

1. Booking form for the Villa dated 04.05.2018
2. Agreement of sale dated 31.07.2018
3. Sale deed for land dated 25.03.2021
4. Agreement of construction dated 25.03.2021
5. Calculation Statement for the villa.
6. E-mails between the parties.
7. Legal notice dt.13.07.2021 issued by O.P.
8. Reply notice issued by the complainants dated 21.07.2021
9. GST Tax Invoices.

For SILVER OAK VILLAS LLP


Authorised Signatory
Opposite Party

Counsel for Opposite Party.

✓

✓

charges i.e. Registration, Stamp Duty and incidental expenses, service Tax and VAT other charges applicable as on the date of registration. If the said tax is paid by the opposite party, who is entitled to recover the same from the complainant and also withhold possession of the villa till payment of the said amounts. It is incorrect to state that the complainants paid additional amount of Rs.5,13,000/- in form of GST Tax 18% on the constructions costs. This allegation of the complainants are contrary to their e-mail dated 11.05.2021 in addition to the agreements entered by them.

4. In reply the paragraph no.3 of the complainant, as per the terms of the contacts/ agreements entered by the complainants for the villa, this opposite party demanded to pay the due amounts and to take the delivery of the villa as mentioned above and e-mails of the parties. it is false to state that the complainants are not agreed to pay the interest on the delayed payments/installments of consideration, 6 months maintenance, Member fee, Corus fund, Manjeera Water connection, extra work chares etc. The facts is that the complainants agreed to pay the said amounts in the agreements/contracts entered for the villa. But he expressed their inability to pay the said amounts in their e-mail dated 11.05.2021. The complainants false allegations that the construction of the villa improper material and as such they got huge loss. The other allegation that they have complained though consumer grievance portal is denied and they may be put to strict proof of the same.
5. With regard to the allegations in paragraphs 4 to 6 of the complaint, it is denied that this opposite party defaulted in providing the good and proper service to them and sustained mental agony and depression besides financial loss. The claim of the complainants for an amount of Rs.10,00,000/- towards damages, mental agony and suffering along with compensation of rs.2,00,000/- and costs of rs.10,000/- is denied and the same made by the complainant with intention to gain unlawfully and to avoid the lawful payments to the opposite party. The allegations of the complainants that this opposite Party action is deficiency in service and constrained to file the complaint is nothing but false

For SILVER OAK VILLAS LLP

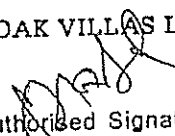
Authorised Signatory

stated in view of the above clear facts and that to be the present complaint is filed to escape their liability under the agreements and to gain unlawfully.

6. In reply to the allegations in other paragraphs ,It is submitted that the present complaint is without any cause of action, there is no limitation and filed without having proper jurisdiction either on territorial or pecuniary and all with false allegations with an intention to gain unlawfully and to avoid the lawful amounts payable to this opposite party. Further the all allegations made by the complainants are untrue and that they have suppressed real facts as such the complaint is liable to be dismissed with costs.
7. In view of the above facts and circumstances it is clear that the complaint filed by the complainants are without having merits and that to they have approached this Hon'ble Commission with unclean hands and made false claim with intention to enrich themselves as such the complaint is liable to be dismissed on the above grounds alone.

In the circumstances stated above it is prayed that this Hon'ble Commission may be pleased to dismiss the complaint with exemplary costs.

For SILVER OAK VILLAS LLP


Authorized Signatory
Opposite Party

VERIFICATION

I, Krishna Prasad S/o Late K. Hanumantha Rao R/o Flat No.108, Sai Tirumala Deluxe Residency, Tarnaka, Hyderabad-500017 Customer Relation, Senior Manager of the opposite party company and authorized signatory , I have gone through the averments in paragraphs 1 to 7 of the above writ version and under stood the same and found that the said contest of true and correct to the best of my knowledge. hence verified on this the 01st day of October, 2021, at Hyderabad.

For SILVER OAK VILLAS LLP

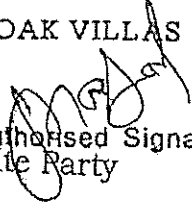

Authorized Signatory
Opposite Party.

Counsel for Opposite Party.

LIST OF DOCUMENTS FILED ON BEHALF OF THE OPPOSITE
PARTY

1. Booking form for the Villa dated 04.05.2018
2. Agreement of sale dated 31.07.2018
3. Sale deed for land dated 25.03.2021
4. Agreement of construction dated 25.03.2021
5. Calculation Statement for the villa.
6. E-mails between the parties.
7. Legal notice dt.13.07.2021 issued by O.P.
8. Reply notice issued by the complainants dated 21.07.2021
9. GST Tax Invoices.

For SILVER OAK VILLAS LLP


Authorised Signatory
Opposite Party

Counsel for Opposite Party.

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION RANGA REDDY
DISTRICT COURT COMPOUND NTR NAGAR HYDERABAD
CC.NO. 296 OF 2021

BETWEEN :

Ms Kusum Kumari & Another

...Complainants

And

M/s. Silver Oak Villas LLP Rep by its
Managing Director Soham Modi.

... Opposite Parties

I/We

Silver Oak Villas LLP Rep by its Managing Partner Soham Modi Registered office
at 5-4-187/3&4, Soham Mansion, 2nd Floor, M.G.Road, Rani Gunj,
Secunderabad-500003.

do hereby appoint and retain

MANNE HARI BABU
LAXMAN GOUD

ADVOCATES

Advocate/s to appear for me / us in the above Case and to conduct and prosecute and defend the same and all proceedings that may be taken in respect of any applications for execution or any Award or Order passed therein. I/We empower my/our Advocate/s to appear in all miscellaneous proceeding in the above case/matter till all Award or Order are fully satisfied or adjusted to compromise and obtain the return of documents and draw any moneys that might be payable to me/us in the said suit or of matter and notice I/We do further empower my/our Advocates to accept on my /our behalf, service of all or any appeals or petitions filed in any Court of Appeal reference or Revision with regard to said suit or matter before the disposal of the same in this Honourable Court.


For SILVER OAK VILLAS LLP
Designated Partner

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

Identified by: _____

Executed on this 4th day of August 2021

ADVOCATE

BEFORE THE DISTRICT CONSUMER
DISPUTES REDRESSAL COMMISSION
At:RANGA REDDY
DISTRICT COURT COMPOUND
NTR NAGAR HYDERABAD

C.C.NO. 296 OF 2021

BETWEEN :

Ms Kusum Kumari & Another

...Complainants

And

M/S Silver Oak Villas LLP

...Opposite Party

V A K A L A T

ACCEPTED

FILED ON:

FILED BY :

COUNSEL FOR PETITIONER



Site Office : Sy. No. 294, Cherlapally,
Hyderabad- 500 301, ☎ : +91- 40 6527 2343
✉ : sov@modiproperties.com
Owned & Developed by : Silver Oak Villas LLP.



Head Office: 5-4-187/3&4, II Floor, M. G. Road,
Secunderabad - 500 003. ☎ +91 40 66335551,
✉ info@modiproperties.com www.modiproperties.com

TO Whomsoever It May Concern

I/We hereby authorize Krishna Prasad S/o Late K.Hanumantha Rao R/o Flat No.108, Sai Tirumala Deluxe Residency, Tarnaka, Hyderabad who is designated as Customer relation Manager for the company from last 15 years. We authorize him to appear on its behalf before the court to give evidence and sign all the relevant documents pertaining to the case vide CC.No.296/20221 pending on the file of District Consumer Disputes Redressal Commission Ranga Reddy.

Place: Secunderabad
Date: 21-06-2022


For SILVER OAK REALTY
Partner
SOHAM MODI

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION
RANGA REDDY DISTRICT: NTR NAGAR : HYDERABAD

C.C. NO. 296 OF 2021

BETWEEN;;

MS. KUSUM KUMARI & ANOTHER

..COMPLAINANTS

VS

M/S SILVER OAK VILLAS LLP REP.

BY ITS AUTHORIZED REPRESENTATIVE

..OPPOSITE PARTY

**EVIDENCE AFFIDAVIT FILED ON BEHALF OF THE OPPOSITE
PARTY**

I, Krishna Prasad S/o Late K. Hanumantha Rao R/o Flat No.108, Sai Tirumala Deluxe Residency, Tarnaka, Hyderabad do hereby solemnly and sincerely affirm and state as follows"-

1. I am working as Customer Relation, Senior Manager of the opposite party company and authorized signatory. Thus I am aware of the facts of the case. I am the authorised person sign the documents and pleadings on behalf of the opposite party company.
2. I submit that we are doing real estate and construction business from several decades and having good experience and reputation in the field. Thus we have acquired property an extent of A.6.18.GTS IN Sy.no12,14,15,16,17,18 AND 294 OF CHERLAALLY VILLAGE, GHATKESAR MANDAL, MEDCHAL-MALKAJGIRI DISTRICT under different documents and obtained



permission from the concerned authority to construct villa therein etc. The name of the project is 'SILVER OAKS VILLAS.' While the project is in progress, the complainants approached us to purchase a villa. After verifying the project and its titles others related documents and permissions, they have booked a villa No.93 on 04.05.2018 agreeing the terms and conditions of the booking form and also to pay the consideration and others charges, fees and taxes as specified therein and liable as per law. The complainants also entered into sale agreement dated 31.07.2018 with our company for the said villa wherein in clause 4.6 of Agreement of Sale clearly states that GST, Stamp duty, Registration Charges, Corpus Fund, Maintenance charges are to be paid before possession. Particularly Clause 6.2 states about payment of stamp duty and registration charges. Clause 6.3 states about payment of GST. Clause 6.4 states about water connection charges. Clause 6.5 states about charges for addition & alterations. Clause 9 states about payment of interest for delayed payments. Clause 13.4 states about payment of corpus fund. Further Para VII Clause 13.2 states about payment of maintenance charges to the developer till the association is formed. The Copy of booking form and agreement of sale are filed along with version and the same may marked as documents on our behalf.



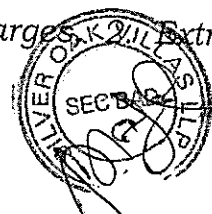
3. I submit that in pursuance to the booking form and sale agreement, the complainants paid part of the consideration and requested registration of the land and for construction agreement for the balance works. Thus we have executed SALE DEED dated 25.03.2021 vide document No.6242/2021 for the land semi-finished villa and also entered in to AGREEMENT FOR CONSTRUCTION dt.25.03.201 for construction of the pending works etc..This sale deed and construction agreement may marked as exhibits on our behalf.
4. I submit that the total consideration of the villa is Rs.57,00,000/- and the same was payable as per the schedule mentioned in the Booking form and sale agreement executed by the parties herein. As per said documents the complainants agreed to pay interest @1.5. pm on the delayed payments. As the complainants have not paid the instalments as agreed, we have no option except to charging interest on the delayed payments and keep the villa for complainants. Basing on the agreed terms , we have calculated the interest for delay in payment and arrived an amount of Rs.3,29,084/- up to 01-10-2021 and the complainants are liable to pay the same. The interest calculation sheet is enclosed to this written version and the same may be marked as document on our behalf.
5. I submit that as per the agreed terms of the documents, the complainants agreed to pay the various charges i.e. Registration,



Stamp Duty and incidental expenses, service Tax, VAT, GST and other charges applicable as on the date of registration. The GST and registration charges has already paid by us to the concerned department copies of tax invoices are enclosed to the version and the same may be marked as Exhibits on our behalf. I submit that as we have paid said tax as required under law and we are entitled to recover the same from the complainants, till we can withhold possession of the villa till payment of the said amounts as per the agreed contracts of the parties.

6. I submit that as per the contracts of the parties, the villa has to be made ready by 30.05.2021. I submit that we have completed all works and made villa ready except final touch fixing which will have fixed at the time of delivery, and informed to the complainants by mail and asked to clear the all dues i.e including taxes etc. Instead of paying the said payable amounts, the 2nd complainant addressed email dated 11.05.2021 by admitting the true facts as under :-

" I am sorry to say that I am unable to pay interest amount & other extra charges. I have lost our business February 2020 due to Covid. I have no house in Hyderabad, I am on rent SOB last 10 years. My economical condition is not well now. Any how I have arranged bank loan, friends & family loan & your balance dues, GST Charges, Registration Charges has paid to you. but at critical situation I am unable to pay following charges : 1. documents charges, 2. IL Extra

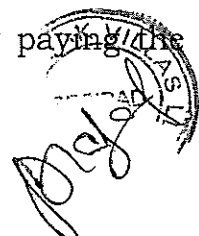


work charges, 3.Manjeera water connection, 4.Corporus fund, 5.Six months maintenance charges in advance, I will pay every month after position, 6. Association charges, 7. Interest charges on my villa no.93. Registration has completed on dated 25.03.2021 & RS.57,00,000/- sale consideration total amount has been paid. It shall be highly appreciated you needful swift action on the above matter and release of interest & other extra charges of villa no.93, silver oak villas & give possession.” Similar mails sent to us making said request.

In reply to the said mails, we have issued the following email dated 13.05.2021:

“This is with reference TO your email, it is to bring to your kind notice that the charges mentioned (in your mail dated 11.0.5.2021) are mandatory and have been mentioned in the agreement of sale and sale deed and will be charged at the time of taking possession. accordingly, we are asking you to release the due amounts and avail post- dated possession letter.” similar mails also issued by us requesting them to pay the amounts as agreed.

7. I submit that suppressing the above and other facts the complaints filed this complainant alleging that there is no dues in respect of the property purchased by them and sought various reliefs. I submit that that as the villa is ready and the complainants not paid the agreed amounts as agreed. Even after receiving intimation to take delivery of the villa by paying the



dues the complainants didn't come forward to do the same. As there is no option we have entrusted the file in middle of June,2021 to the counsel to issue notice demanding for the amounts payable by the complainants as per terms. Accordingly the counsel issued notice dt 13.07.2021 and later this opposite party received the notice in the above complaint from this Hon'ble Commission. Thereafter, the complainants got issued reply notice 21.07.2021 denying the liability to pay the due amounts, asked to delivery of the villa and to withdraw the notice and demand.

8. I submit that the complainant agreed to purchase the villa for consideration of Rs.57,00,000/- consisting land cost and constructions costs. But they suppressed the fact that they paid the said amounts in instalments **except some amounts of Rs....**not following the schedule mentioned in the contracts as such they are liable to pay the interest on the delayed payments and balance due including the statutory charges,fees and taxes. Further they also suppressed that they agreed to pay the various charges i.e. Registration, Stamp Duty and incidental expenses, service Tax and VAT other charges applicable as on the date of registration. I submit that as per law we have paid various taxes as such we are entitled to recover the same from the complainant and also withhold possession of the villa till payment of the said amounts. It is incorrect to state that the



complainants paid additional amount of Rs.5,13,000/- in form of GST Tax 18% on the constructions costs. This allegation of the complainants are contrary to their e-mail dated 11.05.2021 in addition to the agreements entered by them.

9. I submit that as per the terms of the contacts/ agreements entered by the complainants for the villa, we have demanded to pay the due amounts and to take the delivery of the villa as mentioned above and e-mails of the parties. Contrary to the agreement, they false stated that they are not agreed to pay the interest on the delayed payments/instalments of consideration, 6 months maintenance, Member fee, Corpus fund, Manjeera Water connection, extra work charges etc. The facts is that the complainants agreed to pay the said amounts in the agreements/contracts entered for the villa. But he expressed their inability to pay the said amounts in their e-mail dated 11.05.2021. The complainants made false allegations that the construction of the villa improper material and as such they got huge loss. The other allegation that they have complained though consumer grievance portal is denied and they may be put to strict proof of the same.

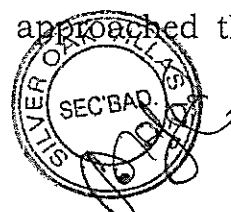
10. I submit it is false to state that we have defaulted in providing the good and proper service to them and sustained mental agony and depression besides financial loss. In fact the



complainants are defaulted in payments as per schedule and also the other payable charges and taxes. The claim of the complainants for an amount of Rs.10,00,000/- towards damages, and Rs.2,00,000/- towards mental agony and suffering along and claim of Rs..10,000/- is denied and the same made by the complainant with intention to gain unlawfully and nothing but except to avoid the lawful payments to us. The allegations of the complainants that this opposite Party action is deficiency in service and constrained to file the complaint is nothing but false stated in the earlier paragraphs which clear facts and that to be the present complaint is filed to escape their liability under the agreements and to gain unlawfully.

11. It may not be out of place to state that even as per the conditions which were agreed upon mutually and reduced into writing in the form of Agreement of Sale as well as Agreement for construction, any dispute arouse shall be resolved mutually through arbitration and such a procedure which is contemplated and agreed upon has not been exercise nor the complainants had raised any demand for arbitration but approached this Hon'ble forum which demonstrates the intention of the complainants of not to resolve the issues but to prolong the same with ulterior motives.

12. I submit that the complaint filed by the complainants are without having merits and that to they have approached this



Hon'ble Commission with unclean hands and made false claim with intention to enrich themselves as such the complaint is liable to be dismissed on the above grounds alone. I submit that the present complaint is without any cause of action, there is no limitation and filed without having proper jurisdiction either on territorial or pecuniary and all with false allegations with an intention to gain unlawfully and to avoid the lawful amounts payable to us. Further the all allegations made by the complainants are untrue and that they have suppressed real facts as such the complaint is liable to be dismissed with costs. The complaint is filed with false averments with malafide intention to gain unlawfully. I submit that the complainants again made false and untrue allegations in the evidence affidavit also and the same are against the documentary evidence.

13. I submit that the documents filed along with version may be marked as Exhibits B1 to B9 on our behalf. In the circumstances stated above it is prayed that this Hon'ble Commission may be pleased to dismiss the complaint with exemplary costs.

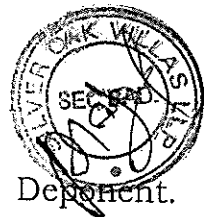


Sworn and signed on this ____th Day June 2022,
Name in my presence.

Before me, Advocate , Hyderabad.

I pray that this Hon'ble Commission may be pleased to mark the following documents as Ex.B1 to Ex.B.9 on our behalf.

- Ex.B.1 Booking form for the Villa dated 04.05.2018
- Ex.B.2 Agreement of sale dated 31.07.2018
- Ex.B.3 Sale deed for land dated 25.03.2021
- Ex.B.4 Agreement of construction dated 25.03.2021
- Ex.B.5 Calculation Statement for the villa.
- Ex.B.6 E-mails between the parties.
- Ex.B.7 Legal notice dt.13.07.2021 issued by O.P.
- Ex.B.8 Reply notice issued by the complainants dated 21.07.2021
- Ex.B.9 GST Tax Invoices.



Counsel for Opposite Party.