

IN THE COURT OF THE HON'BLE DISTRICT CONSUMER REDRESSAL
COMMISSION
AT L.B.NAGAR

C.C.NO. 258 OF 2020

BETWEEN:

Mr. Bhagavathula Venkata Subramanyam & Ors

.....Complainants

And

M/s.Modi Properties & Investments Private Limited & Ors

.....Opposite Parties

AFFIDAVIT OF PW-1 FILED IN LIEU OF
CHIEF EXAMINATION

I, B. Raja Rao, S/o. Late. B. Surya Narayana , Aged 67 years, Occ : Retd. Employee, R/o. Villa No. 58, Modi Bloomdale, Shamirpet Village and Mandal, Ranga Reddy District., do hereby solemnly affirm and sincerely state on oath as under:-

1) I state that, I am the deponent herein and Petitioner/Complainant.no.2 in the main case and I am well acquainted with the facts of the case and I am also authorized to depose on behalf of other complainants. I had filed the this Consumer Complaint for deficiency in service, unfair trade practice, etc against the Respondents/Opposite Parties and I am seeking compensation along with other reliefs.

2) I submit that, myself and other Complainants were settled in Hyderabad. The Complainants No.1 and 2 are the joint owners of Villa No.3, admeasuring 178 sq. yards, the Complainants No.3 & 4 are the joint owners of Villa No.18, admeasuring 213 sq. yards, the Complainants No.5 is the owner of Villa No.31, admeasuring 178 sq. yards, the Complainants No.6 & 7 are the joint owners of Villa No.32, admeasuring 178 Sq.yards, the Complainant No. 8 is the owner of Villa No.38, admeasuring 240 Sq.yards, the Complainants No.9 & 10 are the joint owners of Villa No.40, admeasuring 178 sq.yards, the Complainant No.11 and 12 are the joint owners of Villa No.56, admeasuring 259 sq.yards, myself and the Complainants No.14 are the joint owners of Villa No.58, admeasuring 295 sq.yards, and they are also the owners of Villa.nos.43 & 44 and the Complainants No.15 & 16 are the joint owners of

Villa No.66, admeasuring 248 sq.yards, all the said villas are situated in Part of Sy.No.1139 at Modi Bloomdale Gate Community, Shamirpet Village and Mandal, R.R.District. Herein after referred to as "Schedule 'A to I' Property".

3) I submit that, while I and other complainants were in search for a House on different occasions, I along with other complainants were attracted by the publicity and advertisement given by Opposite Parties in respect of sale of Villas in Modi Bloomdale Project at Shamirpet Village in their company website i.e., www.modiproperties.com as well as hoardings etc., being Developed by the Opposite Party No.1 and 2 jointly. The Opposite Party No.3 are the Managing Director and Partner of the Opposite Party No.1 & 2 and is very active in day to day affairs of the said Companies and are instrumental in taking decisions with regard to the business management of the two Companies. Likewise Opposite Party No.4 is an association formed by the Opposite Party.no.1 & 2 with their selective members (their own staff) called as Bloomdale Owner's Association.

4) I submit that, the Opposite Party No.1 and 2 are Companies incorporated under the provisions of Companies Act, 1956 and India Partnership Act inter-alia engaged in the business of Real Estate Developers building Top Class Residential Properties, Township Development, etc.

5) That, Originally Opposite Party No.1 had purchased the Land in part of Sy.No.1139 of Shamirpet Village and Mandal, Medchal-Malkajgiri District admeasuring around Ac. 5.00 Guntas. Subsequently Opposite Party No.1 through Opposite Party No.2 had by internal commercial understanding/Agreement whereby Opposite Party No.1 and 2 are jointly developing the aforementioned lands in to a Gated Community consisting of Independent High End Luxury Villas "BLOOMDALE" and for the said project had obtained layout permission from HMDA vide HMDA permission vide No.660/MP2/Plg/HUDA/07 dated 12-05-2007. The Opposite Parties have failed to construct the 72 villas within stipulated time as per the above said permission, as such it was renewed from time to time by the Opposite Parties and it is valid till 11-05-2020 for construction of villas.

6) That, Opposite Parties have released Brochures and have advertised in the internet for selling of the Villas in the aforementioned project by offering to provide all the common amenities and facilities to the villas of Bloomdale Gated Community

such as Raw Water through Bore wells & Softeners, Roads, Passages, Drainage, Drinking Water (Manjeera), Pipelines, Sewerage connections, Electric Cables, Street Lights, Transformer Room, Power Generator, Recreational Facilities, Garden, Compound Wall with Solar Security, CC Tv Surveillance etc. Believing the same to be true the Complainants having got attracted by the said Brochures, false representations of the Opposite Party No.1 & 2 for the project had entered into a separate Agreement of Sale, and executed Regd. Sale Deeds and Agreement For Construction on different dates till the year 2019 for the construction of the 72 Villas in Bloomdale, including the Schedule Properties - A to I in the Project "BLOOMDALE", further the complainants have paid Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand Only) each for the below mentioned common amenities and facilities and the said fact is mentioned in the sale deeds.

7) The Facilities offered to the each and every villa owner (s) by the Opposite Party company as per the agreement and sale deeds: -

- (a) Gated community of 72 bungalows/ villas having similar elevation, colour, size & landscaping.
- (b) 24 x 7 Water Supply through overhead water tank to individual villas.
- (c) Separate Drinking Water connection in Kitchen (Manjeera)
- (d) CC TV and 24 hr Security.
- (e) Sufficient No. Street Lights.
- (f) Drainage / Sewage Flow without any Smell and Problem.
- (g) 24x7 Power Supply with back up.
- (h) Roads and lawns in front of the Villa, Gardens, Play areas.
- (i) Underground cabling for Power, Phone and Cable TV.
- (j) Intercom facility between the villas and the main gate.

And the Amenities promised to the Entire Bloomdale Community at the time of agreement by the Opposite Parties are:-

- (a) Swimming Pool, Play Grounds, Parks.
- (b) Perimeter Security with Solar Fencing.
- (c) Power Generator for 1 KW for standby power supply.
- (d) Common Overhead Water Storage Tank.

- (e) Club House with Fully equipped and air-conditioned gymnasium,
- (f) Library, Indoor Games, Air-Conditioned banquet Hall, Lawns-banquet.

8) That, the aforesaid Agreement of Sale are followed by a Registered Sale Deeds & Agreement for Construction vide Doct.nos.(1) 6299/2019, dt: 22/06/2019, (2) 6827/2019, dt: 22-07-2019, (3) 8340/2018, dt: 10-12-2018, (4) 8342/2018, dt: 10-12-2018, (5) 95/2010, dt: 27-01-2010, (6) 1981/2010 & 1982/2010, both dt: 02-11-2010, (7) 3143/2014 dt: 13-10-2014, (8) 1405/2010 dt: 05-08-2010, and (9) 2578/2013 dt: 26-08-2013 and the different sale considerations and valuation for construction of villas were mentioned in the said Sale Deeds and Agreement For Construction were valued at (1) Rs.23,25,000/-, (2) Rs.27,75,000/-, (3) Rs.16,38,000/-, (4) Rs.16,38,000/-, (5) around Rs. 34,19,000/-, (6) Rs.36,53,000/-, (7) Rs.38,28,000/-, (8) Rs.13,25,000/- & (9) Rs.39,22,000/-. Thereafter the Opposite Party No.3 herein and collected Corpus Fund of Rs.50,000/- and as well as maintenance of Rs.3,500/- per month now, from me instead of Rs.2,000/- as a retort to the complainants legal correspondence and email requests.

9) It is pertinent to mention here that, as supra stated that Opposite Party.no.1 to 3 have received the above said amounts from me and other Complainants on different dates. And after the receipt of the total amounts by the Opposite Parties, I along with other complainants were given Physical Vacant Possession of the villas on different dates by the Opposite Parties in violation of the agreed time, as they have delayed the completion of the villa construction. There is no dispute that I along with other Complainants have paid the total Sale Consideration to the opposite parties and that there no dues of whatsoever in nature to be paid by me to the Opposite Parties. Thus by virtue of the Registered Sale Deeds, I along with other Complainants have become the undivided joint owners and possessors of the whole of the extent of the land and common properties and buildings also i.e., Schedule 'A to I' Property therein under the above said Sale Deeds herein.

10) That, the Opposite Parties have received the above mentioned amounts without any intention of completion of construction and providing of amenities as promised and assured. Further, I submit that, the act of receiving the sale consideration is against the terms.of construction and general practice for receiving payment of amounts, which relates to stages of the construction of the apartments. Acts of commission and omission of the M/s. Modi Properties & Investments Private

Limited., and others inspite of receiving the total sale consideration and not completing the project as projected and assured in all perspectives as per the understanding between the parties is against to principles of equity and good business governance.

11) That, as per the construction agreements the opposite parties had to complete the construction of the Villa's of all the complainants within stipulated time. However, the Opposite Party.no.1 & 2 expressed their inability to complete the construction of the said all 72 Villa's in the stipulated time. That from time to time, I had continuously addressed and demanded the Opposite Parties by way of Telephone calls to complete the construction and providing of all amenities as promised and assured in the agreements, but of no use. Further the Opposite Parties are not at all showing proper audited quarterly / yearly association accounts and not willing to give appointment to me to discuss about the current burning problems, taking into advantage of my and other Complainant's old age and retired life. The Opposite Parties are taking shelter under unsustainable grounds and on self created reasons and are deliberately postponing completion of the project since last around 10 years and as on the date of filing of the present complaint and there are total 72 Villas and some of them are in complete and unoccupied. Due to the pendency of the project and non completion of the works in the Community there is constant disturbance in the Community and there is no peaceful atmosphere in the Community.

12) That, Opposite Parties as mentioned supra had publicized the project very widely both on the Internet and thru hoardings, and also released several attractive brochures emphasizing the merits of the said project. Basing on the said advertisements, I along with other complainants have been carried away by the wide publicity given by Opposite Parties and was induced to purchase the aforesaid Villa's in the aforesaid project.

13) That, I along with other Complainants have paid the total sale consideration and receipt of the same, Opposite Parties have executed the Registered Sale Deeds to the villa owners/complainants. Further, I submit that the opposite parties have also misled me and other complainants stating that they got all the permissions from the HMDA and also consent from the existing villa owners to construct the simplex villas in the community. Though I repeatedly demanded the opposite parties for the copy of the permissions from HMDA, to the construction of simplex villas in this

community, the opposite parties dodged the matter and promised to provide it by the time of providing possession, but for my dismay, even at the time of giving possession of villas they have not shown completion certificate. Thus, any deviation charges to be borne by me to the HMDA, would be the responsibility of opposite parties and to that extent they have called up on to get the necessary ratification orders from the HMDA. Further the Opposite Parties are trying to release the mortgage from HMDA without completing the project and providing of all amenities to me. As such I had given a representations to the HMDA with a request to not to release the mortgage without completion of project. Further I along with the Complainant.no.9 & 15 have filed a Writ Petition No.14594/2020 before Hon'ble High Court of Telangana to declare the actions of HMDA in considering the representations as arbitrary and the same is pending.

14) I further submit that, the Opposite Parties have not provided all the common amenities that are promised and mentioned in the Brochure and in the internet Website. As on the date of filing of this Consumer Complaint none of the amenities and facilities that are mentioned in the Brochure is provided by the Opposite Parties. Thus, it is apparent that Opposite Parties had induced me in making paying the payments of the complete sale consideration and compelled me to enter into the Registered Sale Deeds and they were compelled to take possession of the "Schedule 'A to I' Property" having paid the total sale consideration. Further, it may not be out of place to put it on record that under good faith, I along with other complainants have obtained a Registered Sale Deeds in respect to the Schedule 'A to I' Property. The Opposite Parties had utterly failed to comply with the promises, terms and conditions of the Agreement for Sale and Agreement for Construction. Total Sale Consideration is paid and the same are reflected in the Sale Deeds and in the Agreement of Construction.

15) That, I along with other Complainants have addressed and demanded Opposite Party No.1 & 2 by way of Telephone calls/mails to provide all amenities as promised and assured, but of no use. The Opposite parties are taking shelter under unsustainable grounds and on self created reasons and are deliberately postponing Completion of the project and as on the date of filing of the present Complaint. Since all these facilities (Raw and Drinking water, sewage flow, street lighting, security) are the basic and essential facilities to be provided by the opposite parties before handing over the common properties to the newly Reg. association

(because as per present rules the existing association may not be useful), and new committee to manage the affairs, and to lead the life without any stress and strain. I noticed that every day 8 to 10 tankers (5500 litres each) of unclean water is being purchased by the Opposite Party No.2 and Opposite Party No.4, with the help of co-opted members, with all my and other villa owner's collected monthly maintenance money from their own people, to make good the deficiency of ground water and also to pump the community money to their people. It is understood that the Opposite Party No.1 to 4 not made any efforts to deepen the existing bore wells in spite of bringing the problem to their notice many times. Even all the Opposite parties are least bothered about the shortage and irregular distribution of raw water and irregular distribution of drinking water, inadequate storage of water and 24x7 supply of water to the community. At all times the opposite parties have made the villa owners and residents like beggars before the opposite parties and their staff members, whenever they ask for water shortage or drainage connections. Further, myself and other residents are facing drinking water problem once or twice in a week, due to defective pumping mechanism and careless attitude of the operators appointed by the Opposite Party No.2 and 4. Myself and other villa owners are now worrying that, in case if all the 72 villas are occupied by the owners/ tenants, there will be a huge water crisis and drainage problems will also be arisen in the community.

16) That, the opposite parties have promised in their brochure that they would provide a 24x7 good security to this gated community with working CC TV cameras. However, serious deficiencies exist in manning, perimeter security and availability of working CCTV cameras. These have been brought to the notice of opposite parties in writing which they conveniently ignored. When the issue of very poor street lighting was brought to their notice, they installed inaccessible area lighting towers, now not working properly, and which remained unserviceable a greater number of days than they were serviceable. Further, I brought to the notice of opposite parties that a number of snakes and scorpions were noticed during the night on the roads and it has become a nightmare for young children and senior citizens to move on the internal roads after sunset due to insufficient, poor street lighting. The same is the case with the sewage disposal system. The frequent overflow of raw sewage inside the premises, and the urgency in handling the serious health hazard shown by the opposite parties was appalling. In fact, even till date the owners / residents around the 11Kv transformer continue to face stink in the area as the overflowing sewage

problem exists. All these deeds of opposite parties have brought in serious mental agony, state of despair and helplessness to me and other Complainants because of their inaction. I sustained huge monetary loss and facing continues mental agony with reference to the above issues.

17) That the Opposite parties never tried to give appointment to me and other owners of villas, though they all sent a number of emails and messages for a meeting to resolve the problems. Further the opposite parties vehemently and deceitfully avoided to give the details of corpus fund and its interest, and the opposite parties have also avoided the meetings with the complainants since they had malafide intention to side track the complainants demands by keeping **their appointed association co-opted members in the front end to misuse the money**, which they may not have intended rather the all opposite parties have adopted a divide and rule policy, to cheat me and other complainants, without giving the amenities that were mentioned in the Sale Deed/Construction Agreement Deed, brochures and in other documents. In fact, the members appointed/inducted by the opposite parties in the Opposite Party.no.4, instead of rendering services, they are behaving like Bosses and Goondas of this community due to the opposite parties inducement. Due to instructions of opposite parties, by using the Association name, an unofficial Whatsapp group is formed and through which they are also sending objectionable messages against me and other Complainants and villa tenants and always trying to interfere in the villa owners personal issues and trying to invade the individual owners privacy. I submit that it is also in the notice of opposite parties that one of the inducted co-opt members are not the Villa Owner in this community, what made the opposite parties to induct a non-owner as co-opted member is best known to them only, and they are not giving common amenities such as club house keys to all owners. In fact the members appointed by the opposite parties have never tried to resolve the community core problems and issues seriously as they have been silent by the instructions of opposite parties, which made them to think and enjoy themselves as self-styled Bosses to ride on the complainants and other villa owners, thereby the opposite parties have succeeded in implementing divide and rule policy in the community. This act of Commission and Omission by the Opposite Parties amount adopting unfair trade practices and deceiving me and other Complainants and other Villa Owners and also amounts to Deficiency of Service for which Opposite Parties are liable to compensate me and other Complainants.

20) That, as on the date of filing of this Complaint, the acts of commission of the opposite parties is an act of oppression on me, which is illegal and arbitrary. Under these circumstances I am left with no other remedy than to approach the Hon'ble Commission for redressal of their grievances.

21) I submits that, the Opposite Parties having received the sale consideration as per Agreement for Sale and Agreement for Construction and in spite of registration of the Sale Deeds and handing over the possession of the Schedule 'A to I' Property have not provided all the amenities that the Opposite Parties are legally Obligated too inspite of continuous correspondence. And every request made by the Complainants is being retorted by the Opposite Parties in a high handed manner and Opposite Parties on 19-09-2020 have threatened the Complainants to explore their legal avenues and threatened that they will not provide the amenities. As such a criminal case has been lodged against the opposite parties with Police of Shamirpet vide FIR.No.390/2020 on 20-09-2020 and the same is pending. It is necessary to mention that Complainants along with all other villa Owners are in joint possession of all the common areas and the Opposite Parties are bound to provide all the amenities, facilities and common areas as promised and assured.

22) That, Opposite Parties are yet to complete the following works and are yet to provide following facilities and amenities, which are as under:-

S.No.	Nature of Work	Total Valuation Of the Works in Pending	Proportionate Share as per valuation to the Complainants.
1.	Club House	Rs.5 Lakhs	Rs.63,000/-
2.	Roads & Lightings	Rs.5 Lakhs	Rs.63,000/-
3.	CC TVs & Solar fencng for entire Community Compound (72 villas)	Rs.10 Lakhs	Rs.1,26,000/-
4.	Drainage Works	Rs.10 Lakhs	Rs.1,26,000/-
5.	Drinking Water Facility to each Villa	Rs. 7.2 Lakhs	Rs.90,000/-
6.	Electrical Transformers	Rs.10 Lakhs.	Rs. 1,26,000/-
7.	STP, and other amenities	Rs.10 Lakhs	Rs.1,26,000/-

8. Raw Water from community bore wells	Rs. 20 Lakhs	Rs. 2,52,000/-
9. DG Set for Power back up	Rs. 10 Lakhs	Rs. 1,26,000/-
TOTAL:	Rs. 87.2 Lakhs	Rs.10.98 Lakhs

23) That, Opposite Parties are utilizing the amounts paid by the Complainants to their requirements without performing their part of the obligations in accordance with the Promises and Projections made in the Brochure, Website, terms and conditions of Agreement of Sale, Construction Agreement and Sale Deeds. The Complainants are entitled for compensation for the mental agony and torture because of the undue and indefinite delay in getting the Common Amenities and facilities in the Community as promised and inturn trying to conduct elections for the Opposite Party.no.4 for wrongful gain. The action of opposite parties in not facilities and amenities etc and inturn trying to harass the Complainants and Complainants left with no other alternative except to approach this Hon'ble Commission seeking redressal of their grievance.

24) That for the acts of Commission and Omission both the Opposite Parties are jointly and severally liable to Compensate the Complainants as follows:-

a) Proportionate Value for the incomplete Works	Rs. 10,98,000/-
b) Corpus Fund with Opposite Party.no.4	Rs. 36,00,000/-
c) Unfair Trade Practice in increasing monthly Maintenance without completing the pending works	Rs. 9,00,000/-
d) Mental Agony and Harassment	Rs. 9,00,000/-

That, Complainants are entitled for the aforesaid amounts so as to enable the Complainants to contribute the said amounts to the Common Fund that is being contributed by the Villa Owners Association for Completion of the unfinished Works in the Community so as to enable all the Villa Owners to enjoy their stay in the Community as they dreamt while purchasing the Villas from the Opposite Parties.

I am relying on the following documents which may be marked as EX-P1 to P-23

- i) Copy of the Website printout may be marked as EX-P1,
- ii) Copies of Sale Deeds and Agreement of Construction of Complainants.no.1 may be marked as EX-P2,

- iii) Copies of Sale Deeds and Agreement of Construction of Complainants.no.2 may be marked as EX-P3 ,
- iv) Copies of Sale Deeds and Agreement of Construction of Complainants.no.3 may be marked as EX-P4 ,
- v) Copies of Sale Deeds and Agreement of Construction of Complainants.no.4 may be marked as EX-P5 ,
- vi) Copies of Sale Deeds and Agreement of Construction of Complainants.no.5 may be marked as EX-P6 ,
- vii) Copies of Sale Deeds and Agreement of Construction of Complainants.no.6 may be marked as EX-P7 ,
- viii) Copies of Sale Deeds and Agreement of Construction of Complainants.no.7 may be marked as EX-P8 ,
- ix) Copies of Sale Deeds and Agreement of Construction of Complainants.no.8 may be marked as EX-P9 ,
- x) Copies of Sale Deeds and Agreement of Construction of Complainants.no.9 may be marked as EX-P10 ,
- xi) Copies of Sale Deeds and Agreement of Construction of Complainants.no.10 may be marked as EX-P11 ,
- xii) Copies of Sale Deeds and Agreement of Construction of Complainants.no.11 may be marked as EX-P12 ,
- xiii) Copies of Sale Deeds and Agreement of Construction of Complainants.no.12 may be marked as EX-P13 ,
- xiv) Copies of Sale Deeds and Agreement of Construction of Complainants.no.13 may be marked as EX-P14 ,
- xv) Copies of Sale Deeds and Agreement of Construction of Complainants.no.14 may be marked as EX-P15 ,
- xvi) Copies of Sale Deeds and Agreement of Construction of Complainants.no.15 may be marked as EX-P16 ,
- xvii) Copies of Sale Deeds and Agreement of Construction of Complainants.no.16 may be marked as EX-P17 ,

- xviii) Legal Notice sent to Opposite Parties may be marked as EX-P18,
- xix) Reply Notice issued by Opposite Party.No.4 may be marked as EX-P19,
- xx) Order copy of W.P.No.14594/2020 may be marked as EX-P20,
- xxi) Copy of FIR.No.390/2020 lodged by complainants may be marked as EX-P21,
- xxii) Copy of Report dt: 23-01-2021 vide File.no.1100/RTI/PLG/HMDA/2020 furnished by HMDA may be marked as EX-P22,
- xxiii) Copy of Outstanding amounts furnished by Bloomdale Owners Association may be marked at EX-P23.
- xxiv) Attested Certificate of Registration with Resolution & Bye-Laws dt: 23-11-2020 & 24-02-2021 marked as EX-P24.

In view of the above mentioned facts and circumstances, it is therefore prayed that this Hon'ble Commission may be pleased to allow the complaint filed by the complainants and grant the reliefs as prayed for in the complaint by marking the above mentioned documents as Ex-P1 to P-23, in the interest of justice and pass such other order or orders as this Hon'ble Commission may deem fit and proper in the circumstances of the case.

Sworn and signed before me on
this the 26th day of February, 2021
at L.B.Nagar

DEPONENT

IN THE COURT OF THE HON'BLE
DISTRICT CONSUMER
REDRESSAL COMMISSION

AT L.B.NAGAR

CC.NO. 258 OF 2020

Between:

Mr. Bhagavathula Venkata
Subramanyam & Ors

.....Complainants

And

M/s.Modi Properties & Investments
Private Limited & Ors

.....Opposite Parties

AFFIDAVIT OF PW-1 FILED IN LIEU
OF CHIEF EXAMINATION

Filed on: 26-02-2021

Filed by:

M/s.K.L.B.KUMAR
G.J.BALAJI
G.SHIVA KRISHNA
Advocates

Counsel for Complainants

IN THE COURT OF THE HON'BLE DISTRICT CONSUMER REDRESSAL
COMMISSION
AT L.B.NAGAR

I.A.No. OF 2021
IN
C.C.NO. 258 OF 2020

BETWEEN:

Mr. Bhagavathula Venkata Subramanyam & OrsPetitioners/Complainants

And

M/s.Modi Properties & Investments Private Limited & Ors
.....Respondents/Opposite Parties

AFFIDAVIT

I, B. Raja Rao, S/o. Late. B. Surya Narayana , Aged 67 years, Occ : Retd. Employee, R/o. Villa No. 58, Modi Bloomdale, Shamirpet Village and Mandal, Ranga Reddy District., do hereby solemnly affirm and sincerely state on oath as under:-

1) I state that, I am the deponent herein and Petitioner/Complainant.no.2 in the main case and I am well acquainted with the facts of the case and I am also authorized to depose on behalf of other complainants. I had filed the this Consumer Complaint for deficiency in service, unfair trade practice, etc against the Respondents/Opposite Parties and I am seeking compensation along with other reliefs.

2) I submit that, after filing of the consumer complaint, I obtained order from the Hon'bl High Court of Telangana in W.P.No.14594/2020 and also obtained a Report dt: 23-01-2021 vide File.no.1100/RTI/PLG/HMDA/2020 from HMDA and letter showing the outstanding dues by the respondents given by the newly formed Bloomdale Owners Associations. As such to prove my contentions and the malafide intentions and fraudulent acts of the Respondents. I am filing the above documents for the purpose of proving my contentions and to substantiate my pleadings in support of the above said complaint.

3) I submit that, the above said documents are very much important and necessary to prove my contentions and to prove the fraudulent acts of the Respondents. Thus this Hon'ble Court may be pleased to receive the above said documents, failing which I will be put to irreparable loss and injury.

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I therefore, pray that this Hon'ble Court may be pleased to receive the documents i.e., i) order from the Hon'bl High Court of Telangana in W.P.No.14594/2020, ii) Report dt: 23-01-2021 vide File.no.1100/RTI/PLG/HMDA/2020 from HMDA and iii) letter showing the outstanding dues by the respondents given by the newly formed Bloomdale Owners Associations, iv) Certificate of Registration with Resolution & Bye-Laws dt: 23-11-2020 & 24-02-2021 on my behalf in the above C.C.No. 258 of 2018 as documentary proofs and also to mark the same for adjudication of the said case, or else I would stand to suffer irreparable loss and hardship and pass such other order or orders in the interest of justice.

Sworn and signed before me on this the
26th Day of February, 2021 at L.B.Nagar.

DEPONENT

//Advocate//

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

AT : L.B.NAGAR

I.A.No. Of 2021
IN
C.C.No. 258 OF 2020

BETWEEN:

1. Mr. Bhagavathula Venkata Subramanyam
S/o. Sri. Lakshminarayana,
Aged 61 years, Occ : Retd. AGM, NTPC,

2. Mrs.B.Siva Kameswari,
W/o. Bhagavathula Venkata Subramanyam,
Age: 58 years, Occ: House Hold,

Both are R/o. Villa No. 3,,

3. Mrs. K. Shyama
W/o. Mr. K. Kameswara Rao
Age: 54 years, Occ: House wife,

4. Dr.K.Abhijna Rao,
D/o.K.Kameswara Rao,
Aged 28 years, Occ: Docter,

Both are R/o.Villa No. 18

5. Mr. K.S.K. Chakravarthy,
S/o. Late. Sri. Gopalakrishna Murthy,
Age: 45 years, Occ: Pvt. Employee,
R/o. Villa No. 31,

6. Mr. G. Mallikarjun,
S/o. Late. Sri. Chennaiah,
Age: 48 years, Occ: Asst. Professor,

7. Mrs.S.Viayalaxmi,
W/o.G.Malliikarjun,
Age: 40 years, Occ: Household,

Both are R/o. Villa No. 32,

8. Mr.Easo Varghese,
S/o. Late. Sri. T.E.Gee Varghese
Age:50 years, Occ: Business,
R/o. Villa No.38,

Contd...2

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9. Mr. Ravi Rajasekhar ,
S/o. Late. Sri. Ravi Chandrasekharam,
Aged: 65 Years, Occ: Retd. Dy. Director AG Dept.,

10. Mrs.V.Lakshmi Prabha, W/o.Ravi Rajasekhar,
Aged about 59 years, Occ: House Hold,

Both are R/o. Villa No. 40,

11. Mr. Goverdhan T,
S/o. Late. Sri. T. Devaraj,
Aged: 75 years, Occ: Retd. Govt. Officer,

12. Mrs.T.G.Vijaya Lakshmi, W/o.T.Goverdhan
Aged 70 years, Occ: House Hold,

Both are R/o. Villa No. 56,

13. Mr.B.Raja Rao, S/o. Late. Sri. Surya Narayana,
Age: 67 years, Occ: Retd. SE Singareni,

14. Mr.B.Venkata Surya Sashanka,
S/o.B.Raja Rao,
Aged about 36 years, Occ: Service,

Both are R/o. Villa No. 58, and
they also Owners of Villa.nos.43,44,

15. Air Commodore Mr. MDN Prasad,
S/o. Late. Sri. MS Murthy,
Aged; 60 years, Occ: Retd. Officer,

16. Mrs.Vijaya Prasad, W/o.MDN Prasad,
Aged : 56 years, Occ: House Hold,

Both are R/o. Villa No. 66,

All are Owners and Residents of
Bloomdale (Gated Community) ,
Shamirpet Village and Mandal,
Medchal-Dt. TS.

....Petitioners/Complainants

AND

1. M/s.Modi Properties & Investments Private Limited,
Rep by its Managing Director,
Mr. Soham Modi, S/o.Not Known to Complainants,
Office at # 5-4- 187/3&4, II Floor,
M.G Road, Secunderabad - 500 003.

Contd...3

2. M/s.Kadakia and Modi Housing
Rep by its Managing Partner
Mr.Soham Modi, S/o.Not Known to Complainants,
Office at # 5-4- 187/3&4, II Floor, Soham Mansion,
M.G Road, Secunderabad - 500 003.
3. Mr.Soham Modi, S/o.Sateesh Modi,
Aged about 50 years, Occ: Business, Director of
M/s.Modi Properties & Investments Private Limited &
Partner of M/s.Kadakia and Modi Housing,
R/o. Soham Mansion, Sec-Bad, TS
4. Bloomdale Owners Association,
Rep. by its President/Secretary,
Office at Modi Bloomdale Gated Community,
Shamirpet Village and Mandal,
Medchal-Malkajgiri District , Telangana State.

....Respondents/Opposite Parties.

PETITION FILED UNDER ORDER VII
RULE 14(3) R/W U/S.151 OF C.P.C.

For the reasons stated in the accompanying affidavit, the Petitioner/ Plaintiff, prays that this Hon'ble Court may be pleased to receive the documents i.e., i) order from the Hon'bl High Court of Telangana in W.P.No.14594/2020, ii) Report dt: 23-01-2021 vide File.no.1100/RTI/PLG/HMDA/2020 from HMDA and iii) letter showing the outstanding dues by the respondents given by the newly formed Bloomdale Owners Associations, iv) Certificate of Registration with Resolution & Bye-Laws dt: 23-11-2020 & 24-02-2021 on petitioners behalf in the above C.C.No. 258 of 2018 as documentary proofs and also to mark the same for adjudication of the said case, or else the Petitioners would stand to suffer irreparable loss and hardship and pass such other order or orders as this Hon'ble court deems fit and proper in the circumstances of the case.

Date: 26-02-2021
Place: L.B. Nagar.

Counsel for the Petitioners/Complainants

IN THE COURT OF THE HON'BLE
DISTRICT CONSUMER REDRESSAL
COMMISSION

AT L.B.NAGAR

I.A.No. Of 2021

IN

CC.NO. 258 OF 2020

Between:

Mr. Bhagavathula Venkata
Subramanyam & Ors

.....Petitioners/Complainants

And

M/s.Modi Properties & Investments
Private Limited & Ors

.....Respondents/Opposite Parties

PETITION FILED UNDER ORDER
VII RULE 14(3) R/W U/S.151 OF C.P.C.

Filed on: 26-02-2021

Filed by:

M/s. K.L.B.KUMAR
G.J.BALAJI
G. SHIVA KRISHNA
Advocates

Counsel for Petitioners/Complainants