

IN THE COURT OF ADDITIONAL DISTRICT JUDGE, MEDCHAL-  
MALKAJGIRI DISTRICT,

AT MEDCHAL

I.A.NO. \_\_\_\_\_ OF 2023

IN

O.S.NO. \_\_\_\_\_ OF 2023

Between:

Modi Properties Pvt. Ltd.

PETITIONER/PLAINTIFF

AND

Mr. Sriramoju Sambeshwar Rao

RESPONDENT/DEFENDANT

AFFIDAVIT

I, Sachin Malve, S/o Durgadas Malve age 45 years R/o. Secunderabad, the authorized signatory of the Petitioner/Plaintiff Company herein, do solemnly state and affirm as follows:

1. I am the authorized representative of the Petitioner/Plaintiff herein and as such well acquainted with the facts of the case and able to depose hereunder.
2. The Petitioner/Plaintiff herein is engaged in the business of real estate development either through itself or through its group companies. The Plaintiff has been in the business of *inter alia* real estate development of residential houses, apartments and villas since 1968. The Petitioner/Plaintiff and its Group Companies



*Sachin Malve*



have endeavored to provide good quality construction with modern amenities at affordable prices for middle income families.

3. The Petitioner/Plaintiff submits that the suit is filed against the Respondent/Defendant seeking a relief of Specific Performance of Letter of Intent (*hereinafter mentioned as 'LOI'*) dated 07.08.2018 executed in respect of land admeasuring 1.39 Acers forming part of Sy. No. 431/2, 432/2, 433/2, 434/2, Gundlapochampally Village, Medchal Mandal, Ranga Reddy District (*herein referred to as 'Petition Schedule Property'*). Copy of the LOI dated 07.08.2018 is filed with Suit and marked as *Annexure - 1*.
4. The Petitioner/Plaintiff submits that the Respondent/Defendant, after learning about various development projects undertaken by the Petitioner/Plaintiff in Secunderabad and Medchal, approached them with a proposal of development of the Petition Schedule Property. The Respondent/Defendant represented to the Petitioner/Plaintiff that he had originally acquired the Petition Schedule Property from its original owners by way of an Agreement of Sale cum General Power of Attorney bearing document no. 29081 of 2006 dated 21.12.2006. Out of the Petition Schedule Property, the Respondent/Defendant sold an extent of Ac 1-10 Gts., to third parties by way of a common Sale



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Deed bearing document no. 1950 of 2007 dated 29.01.2007 and retained the remaining extent of Ac. 0-29 Gts., with himself by executing a Sale Deed bearing document no. 1952 of 2007 dated 29.01.2007.

5. In addition to the aforesaid extent of Ac. 0-29 Gts., the Respondent/Defendant also purchased by way of an Agreement of Sale cum General Power of Attorney, the following –

DOCUMENT DATE & NO.	EXECUTANT	CLAIMANT	EXTENT (ACRE-GUNTAS)	SURVEY NO.
436 of 2009 03.02.2009	Muthineni Aruna Jhasi	Defendant	0-02	431/2, 432/2, 433/2, 434/2
3748 of 2009 17.11.2009	Pallapothu Srinivas	Defendant	0-02	431/2, 432/2, 433/2, 434/2
3749 of 2009 17.11.2009	Pallapothu Kavitha	Defendant	0-02	431/2, 432/2, 433/2, 434/2
2853 of 2010 15.09.2010	Sri Sathi Adi Reddy	Defendant	0-02	431/2, 432/2, 433/2, 434/2

By virtue thereof, the Respondent/Defendant informed the Petitioner/Plaintiff that he is the absolute owner of an extent of Ac. 0-37 Gts. Copies of the aforementioned sale deeds/agreement of



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sale cum general power of attorney are filed with the Suit and marked as *Annexure - 2 (colly)*.

6. In respect of the balance extent of Ac 1-02 Guntas, the Respondent/Defendant represented that, while the said extent of land is owned by others, he has entered into binding memorandum of understanding with the other owners in 2007-2009, by virtue of which, the owners have received money from the Respondent/Defendant and handed over their extent of land with absolute right, authority and interest to the Respondent/Defendant for purposes of development. The Respondent/Defendant shared the copies of these memorandum of understanding/supplementary agreements executed between him and the other land owners. Copies of Memorandum of Understanding executed in favour of Respondent/Defendant are filed with Suit and marked as *Annexure - 3 (colly)*.
7. The Respondent/Defendant also assured the Petitioner/Plaintiff that he is in the process of obtaining registered power of attorney/GPA from the owners and in his name or in the name of his family members. In support of the same, the Respondent/Defendant provided the Petitioner/Plaintiff with two registered power of attorneys executed bearing document no.

  
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10194 of 2018 and 10193 of 2018 dated 01.08.2018, with respect to the land admeasuring Ac.0-04 Gts in favour of his wife Sriramoju Ramadevi 'Copies of the registered power of attorney 10194 of 2018 and 10193 of 2018 dated 01.08.2018 executed in favour of Sriramoju Ramadevi are filed with Suit and marked as *Annexure - 4.*

8. The Respondent/Defendant informed the Petitioner/Plaintiff that he acquired the said land for purposes of carrying out development in the form of construction of multistoried apartments. The Respondent/Defendant informed the Petitioner/Plaintiff that due to financial constraints and lack of requisite wherewithal the Respondent/Defendant was unable to undertake the construction and hence was on a look out for a reputed builder like Petitioner/Plaintiff.
9. Upon verification of the sale deeds, AGPAs, MOUs and the power of attorney's and believing specific representation of the Respondent/Defendant that he would obtain registered power of attorneys/GPA from the owners of the remaining extent, the Petitioner/Plaintiff agreed to take over the Petition Scheduled Property for development either itself or through its group companies/ firms. For purposes of this project Vista View LLP



*Sachin Mahesh*



was specifically identified by the Petitioner for carrying out the development works along with the Petitioner herein.

10. The Petitioner/Plaintiff submits that, it was agreed between the parties that the Petition Schedule Property shall be developed in form of a gated community of 2/3BHK flats with super built-up area of 1,000 sq. ft. to 1,600 sq. ft. It was also agreed that the Residential complex shall be developed as a high-rise building consisting of two basements for parking with 10 upper floors of flats, with total constructed area of about 2 to 2.50 Lakh sq. ft. of saleable area and about 1 lakh sq. ft of parking area, making it a total area of 3 to 3.50 lakh sq. ft.
11. The Petitioner/Plaintiff further submits that to record the binding terms, the Respondent/Defendant, on behalf of himself for an extent of Ac. 0-37 Gts., on behalf of his wife for Ac. 0-04 Gts., and on behalf of other land owners for the remaining extent of Ac. 0-38 Gts., executed the said LOI dated 07.08.2018. Copy of Letter of Intent dated 07.08.2018 is filed as Annexure-1 above. It is submitted that in furtherance of execution of the LOI, Petitioner/Plaintiff paid the Respondent/Defendant a sum of Rs. 60,00,000/- (Rupees Sixty Lakhs Only) in respect of the entire



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Petition Schedule Property to be apportioned between all the land owners/right holders, as the case maybe. Therefore, as advance for the Development rights being granted to the Petitioner/Plaintiff under the LOI, the following payments were made –

- (i) Rs. 10,00,000/- on 07.08.2018 by way of Cheque No. 437201 drawn on Yes Bank, receipt of which is recorded in the LOI;
- (ii) Rs. 20,00,000/- on 29.03.2018 by way of RTGS
- (iii) Rs. 30,00,000/- on 08.08.2019 by way of RTGS.

12. On 24.02.2020, the Respondent/Defendant issued a receipt acknowledging the receipt of the payment of Rs. 50,00,000/- for the project being developed under the LOI on the Petition Schedule Property. Copy of the receipt dated 24.02.2020 is filed with Suit and marked as *Annexure - 5*.

13. Upon execution of the LOI, the Respondent/Defendant continuously assured the Petitioner/Plaintiff that he is in discussion with other land owners and shall soon enter into required registered agreements, carry out mutation and also execute the definitive development agreement with the Petitioner/Plaintiff or its nominee. On the said assurance, the



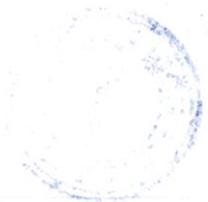
  
Sachin Mahre



Respondent/Defendant insisted on commencement of the development works for expeditious completion of the development as he was under an obligation to the other owners, having committed to them of development of the Petition Schedule Property in 2007 itself.

14. It is on assurance of the Respondent/Defendant that, the Petitioner/Plaintiff commenced due-diligence and applied for necessary permissions and approvals from the concerned authorities. The Petitioner/Plaintiff through Vista View LLP also demarcated the Petition Schedule Property and commenced development works and had placed a gate and stone fencing covering the entire Petition Schedule Property and has been in possession of the same, and the same is well within the knowledge of the Respondent/Defendant herein. Copy of the Photographs & layout plan for the project being developed on the Petition Schedule Property is filed with Suit and marked as *Annexure - 6 & 7*.

15. By this time, the Petitioner/Plaintiff itself and through Vista View LLP had spent huge amount of money in processing the necessary no-objections, approvals and permits from Fire Department,




Environmental Department, Hyderabad Metropolitan Development Authority and Revenue Department. Thereafter, In the year 2022, the Petitioner/Plaintiff once again began processing the works under the proposed project with help of the Respondent/Defendant, in as much as fresh applications were filed for obtaining NALA Conversion, Building Permit etc., all of which were submitted by the Respondent/Defendant in the capacity of owner of the Petition Schedule Property at the sole expense of the Petitioner/Plaintiff herein. Copy of documents evidencing the same are collectively filed with Suit and marked as *Annexure - 8*.

16. In furtherance of the above, the Petitioner/Plaintiff through itself or through Vista View LLP, which shall be responsible for undertaking the development works spent a sum of Rs. 30,00,000/- (Thirty Lakhs Only) towards various works such as designing, filing applications, hiring consultants, demarcating land, etc. Detailed statement evidencing the money spent by the Petitioner/Plaintiff and its nominees is filed with Suit and marked as *Annexure - 9*.

17. The Petitioner/Plaintiff also submits that they had been calling upon the Respondent/Defendant to execute the Definitive Joint



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Development Agreement with the terms of arrangement as agreed under the LOI, that he has been protracting the same on one pretext or the other. However, as the Respondent/Defendant continued to cooperate with the Petitioner/Plaintiff and its group companies for obtaining necessary permissions, preparing plans etc., the Petitioner/Plaintiff never suspected any foul play and bonafide believed the Respondent/Defendant.

18. It is submitted that in December 2022, one Mr. Venugopal Reddy, as a representative of the owners of Ac. 0-38 Gts., reached out to the Petitioner/Plaintiff stating that they have a proposal of development of the Petition Schedule Property from M/s Symantaka Infra Bachupalli and that if the Petitioner/Plaintiff does not agree to renegotiate the agreed terms of the development, the owners will hand over the development to M/s Symantaka Infra Bachupalli.

19. Perplexed with the same, the Petitioner/Plaintiff approached the Respondent/Defendant to enquire about the same and refrain from deviating from the agreed terms of development under the LOI. The Respondent/Defendant, at this juncture, gave assurance to the Petitioner/Plaintiff that there is no cause for the



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Petitioner/Plaintiff to be concerned and that the terms agreed upon in the LOI will be complied with. The Respondent/Defendant also stated that the Joint Development Agreement will be executed soon, based on which the Petitioner/Plaintiff with the help of Respondent/Defendant continued pursuing with the concerned departments on the required approvals.

20. It is submitted that the Petitioner/Plaintiff, by this time, has already spent a huge sum of about Rs. 90,00,000/- (Rupees Ninety Lakhs Only) towards advance paid to the Respondent/Defendant, obtaining, permissions from various departments, salaries of all the workers engaged in the development process, transportation costs for when they travelled from one office to another for acquiring permissions, maintenance of the project during pandemic and continues to incur additional expenses on day-to-day basis.

21. The Petitioner/Plaintiff submits that, to the shock and surprise of the Petitioner/Plaintiff, on 27.03.2023 the Plaintiff learnt that M/s Symantaka Infra Bachupalli and other builders are visiting the Petition Schedule Property with the intention of acquiring the



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said Property for development. Further, when the Petitioner/Plaintiff once again confronted the Respondent/Defendant regarding the same, this time there was neither any response nor the Respondent/Defendant along with other owners of the property came forward to execute the joint Development Agreement.

22. In these circumstances, left with no alternative, on 13.04.2023 the Petitioner/Plaintiff got issued a notice to the Respondent/Defendant calling upon the Defendant to execute the Joint Development Agreement with the terms as agreed in the LOI. Copy of notice dated 13.04.2023 is filed with Suit and marked as *Annexure-10*. In response to the said notice, the Respondent/Defendant issued a cryptic reply on false statements on 11.05.2023, refusing to act on the LOI. Copy of Reply notice dated 11.05.2023 is filed with Suit and marked as *Annexure-11*.

23. The Petitioner/Plaintiff submits that even after numerous requests by the Petitioner/Plaintiff and inspite of constant efforts on part of the Plaintiff in carrying out their part of obligations towards commencement of development works at the Petition Schedule Property, the Respondent/Defendant, with malafide intention has protracted from his obligations under the LOI and is



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over the Petition Schedule Property, then the Petitioner/Plaintiff will be subjected to severe losses and agony which cannot be compensated at any later point of time. At the cost of repetition, it is submitted that even as on today the Petitioner/Plaintiff is ready to and is continuing to perform their obligations under the LOI and execute the Joint Development Agreement and hence the Petitioner/Plaintiff is left with no alternative, the Petitioner/Plaintiff is filing the above suit.

27. It is submitted that in the above stated circumstances, it is necessary for granting of injunction restraining the Respondent/Defendant from alienating the "Petition Schedule Property" in favour of third party or create any third-party rights in respect of the Petition Schedule Property or any part thereof. Otherwise, Petitioner's substantial rights with respect to the "Petition Schedule Property" would be adversely affected.

28. It is submitted that, by virtue of execution of the LOI and continuous efforts on part of the Petitioner in complying with its obligations under the LOI, the Petitioner herein has a prima facie case and the balance of convenience also lies in favour of the Petitioner. In the absence of exparte ad interim injunction, it will be difficult to contain the Respondent/Defendant and the persons






claiming through them from alienating the petition schedule property or creating third party interest therein. If the notice is ordered and ex parte interim injunction is not granted, the very purpose of filing the suit would be frustrated and there is every possibility of the Respondent/Defendant alienating the petition schedule property and in the said event, the Petitioner stands to suffer irreparable loss and injury which cannot be compensated in any manner whatsoever.

It is therefore, in the facts and circumstances of the case as enumerated above, it is prayed that this Hon'ble Court may be pleased to pass an interim injunction restraining the Respondent/Defendant herein, their men, agents, henchmen or any other person claiming through them from alienating, transferring, creating any third party interest or any encumbrances over the Petition Schedule Property, or any part thereof, till the pendency of the above suit and pass any other Order or Orders as the Hon'ble Court may deem just, fit and proper in the facts and circumstances of the case and in interest of justice.

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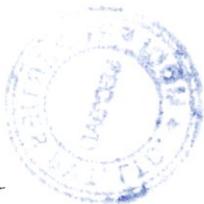
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DEPONENT

Sworn and signed before me on  
this the \_\_\_\_\_ of November 2023  
At Medchal

ADVOCATE



IN THE COURT OF      ADDITIONAL DISTRICT JUDGE, MEDCHAL-  
MALKAJGIRI DISTRICT,

MEDCHAL

I.A. NO.      OF 2023

IN

O.S. NO.      OF 2023

Between:

**Modi Properties Pvt. Ltd.**

Rep by its authorized signatory Sachin Malve  
Registered office at 5-4-187/3&4, II Floor,  
M.G Road, Secunderabad-500003

PETITIONER/PLAINTIFF

AND

**Mr. Sriramoju Sambeshwar Rao**

S/o. Sri. Ramabrahaman,  
Aged about 61 years, Occ: Business  
R/o Flat No. 201, Archana Apartments,  
Begumpet, Hyderabad.

Also at: Flat No. 903, LH-5,  
Near Delhi Public School, Lanco Hills,  
Manikonda, Hyderabad-500089.

RESPONDENT/DEFENDANT

**PETITION FILE UNDER ORDER XXXIX RULE 1 & 2 R/W SECTION**  
**151 OF CIVIL PROCEDURE CODE, 1908**

For the facts and circumstances disclosed in the accompanying affidavit, it is prayed that this Hon'ble Court be pleased to **PASS INTERIM INJUNCTION ORDERS** restraining the Respondent/Defendant and all persons claiming through or under him from *interfering* with the rights and possession of Plaintiff over the "Petition Schedule Property", in any manner whatsoever pending disposal of the main suit and further be pleased to pass such other

or further orders as this Hon'ble Court deems fit and proper in the circumstances of the case.

**PETITION SCHEDULE PROPERTY**

All that land totally admeasuring 1.39 Ac in Sy. No. 431/2, 432/2, 433/2 and 434/2, Gundlapochampally Village, Medchal Mandal, Ranga Reddy District.

North	Land in Sy. Nos. 433 (part), 434 (part) & 431 (part)
South	Land in Sy. No. 431 (part) and 432 (part)
East	Road
West	Land in Sy. Nos. 436, 437 and 438.

Date: .11.2023

Place: Hyderabad

**Counsel for Petitioner/Plaintiff**



IN THE COURT OF ADDITIONAL  
DISTRICT JUDGE, MEDCHAL-MALKAJGIRI  
DISTRICT,

AT MEDCHAL

I.A.No. OF 2023

IN

O. S. NO. OF 2023

Between:

M/s. Modi Properties Pvt. Ltd.

....Petitioner/Plaintiff

AND

Sriramoju Sambeshwar Rao

....Respondent/Defendant

PETITION FILED UNDER ORDER  
39 RULE 1 & 2 R/W SECTION 151  
*(not to alienate)*

Filed on: \_\_\_\_\_.11.2023

Filed by:

DUVVA PAVAN KUMAR  
SHRADDHA GUPTA  
AISWARYA LAKSHMI

*Address for Service:*

The Law Chambers, Suit No.  
16, 3<sup>rd</sup> Floor, Cyber Hub,  
Gachibowli, Hyderabad  
+91 9885885705  
shraddha@thelawchambers.in

COUNSELS FOR  
PETITIONER/PLAINTIFF