

IN THE COURT OF THE I ADDL. CHIEF JUDEGE, CCC,
AT SECUNDERABAD

O.S. No: 98 OF 2014

Between:

Modi & Modi Constructions, ... Plaintiff

And

Smt. A. Vijaya Lakshmi & another ... Defendants

CHIEF AFFIDAVIT OF PW1

I, L.Ramacharyulu S/o. Sri L.Raghavender Rao aged 54 years r/o. M.G. Road, Secunderabad, do here by solomnly affirm and state on oath as follows:

I am the Legal Officer of the Plaintiff firm and as such well aware of the facts deposed hereunder.

I submit that the Plaintiff is a Builder and Developer and they have developed one such project under the name and style of "Nilgiri Homes" situated at Sy.No.128,129,132 and 136, Rampally Village, Keesar Mandal RR dist. The said project consists of Indipendent Villas.

I submit that the Defendant went to the site and chose to purchahse Villa No. 46 in the said veture for a total sale consideration of Rs.39 lakhs. The plaintiff infomed the defendant that the villa choosen by them is in an advanced stage of construcion and if the dues are paid within four months they would be able to handover the possession of the villa. The Defendants were satisfied about the progress of the project at that point of time and agreed to all the terms and conditions as specified by the plaintiff. On such agreement having been reached the plaintiff executed a Regd. Sale deed bearing No. 8452 of 2013 for the land admeasuring 125 Sq yrds. On 16.11.2013 at SRO, Keesara, RR District. On the same day the defendant also executed an agreement of construction in favour of the plaintiff which clearly spells out the

terms of payment, period of completion and interest on late payments besides the other terms and conditions. The Defendants have abnormally delayed the payment of installments. The plaintiff has received an amount of Rs.25,95,000/- till date. The defendants have to further pay an amount of Rs.20,48,497/- to the plaintiff towards full and final settlement of the cost of the villa. The above amount includes Service Tax, Corpus Funds and interest on late payments.

I submit that the villa is ready in all aspects and the Plaintiff is in a position to handover the possession to the defendants after the clear all the dues.

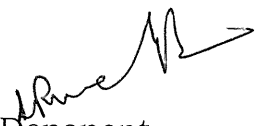
I submit that the Plaintiff got issued a notice dtd. 18.4.2014 to its counsel to the defendants calling upon the defendants to make the payment of Rs.20,48,497/- within seven days from the date of the receipt of this notice and take possession of the Villa. The Defendants did not reply for the notice.

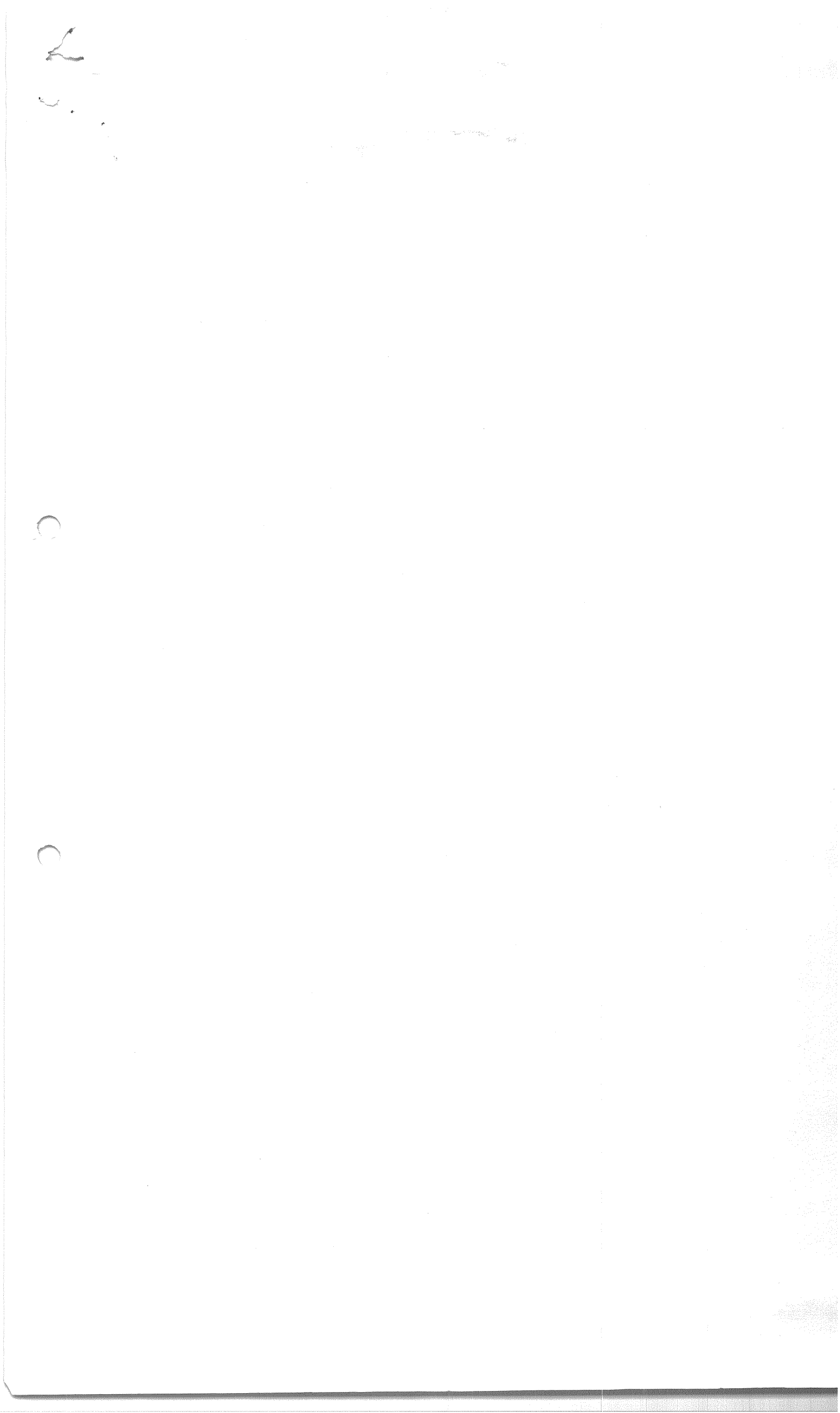
It is therefore prayed that the suit may be decreed as prayed for. The plaintiff is relying on the following documents in support of its case.

LIST OF DOCUMENTS

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- 1 copy of the Registration of Plaintiff firm -- Xerox copy
 2. Booking Form executed by Plaintiff in favour of Defendant dtd. 16.11.2013
-- Xerox copy
 3. Agreement of Construction dtd. 16.11.2013 -- Xerox copy
 4. O/c of the Notice issued by Plaintiff's counsel to Defs.
 5. Statement of Accounts
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Secunderabad
Date: 13.10.2015


Deponent



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CHIEF JUDGE: CITY CIVIL COURT
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CHIEF AFFIDAVIT OF PW1

Filed on: 13.10.2015

Filed by:

**Sri C.BALAGOPAL
ADVOCATE**

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COUNSEL FOR PLAINTIFF