

BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES REDRESSAL
FORUM, RANGA REDDY DISTRICT

AT L.B.NAGAR

C.C. No. 27 of 2017

Between:

Smt. B. Bhavani

... Complainant

AND

M/s. Vista Homes and Others

... Opposite Parties

CHIEF EVIDENCE AFFIDAVIT OF PW-1

I, Smt. B. Bhavani, W/o. Sri BSS. Satyanarayana, Aged about 58 years, Indian, Occupation: Housewife, R/o.Flat No.102, B- Block, "Vista Homes", Kushaiguda, Hyderabad - 500 062., do hereby solemnly affirm and state on oath as follows:

1. I am the Deponent herein and Complainant in the above dispute as such well acquainted with the facts of the case.
2. I submit that the Opposite Party No.1 is in Partnership firm engaged in the construction of residential flats in and around Hyderabad City. Sri Bhavesh V. Mehta and the Opposite Party No.2 Sri Soham Modi are the partners of the Opposite Party No.1. They issued wide publicity and colorful brochures representing the general public that they were constructing "Vista Homes" at Kushaiguda, Hyderabad. The Opposite Parties represented that for the said venture, the plans were approved by GHMC, clear title, 403 Flats on 5.6 acres of land, basement +5 floors, choice of semi-deluxe, deluxe and luxury flats, gated community, one car park for each flat in the basement, ground floor fully landscaped,

3. I further submit that being induced by the representations made by the Opposite parties, I have intended to purchase a flat in the said gated community since my husband was about to retire in about one year, to lead a peaceful life.
4. I further submit that on 26.04.2013 the Opposite Party No.1 represented by the Opposite Party No.2 also executed an Agreement of Sale in my favour for the sale of flat No.102, 15th Floor in Block No.B admeasuring 1220 sft., super built up area together with proportionate undivided share of land of 74.12 Sq. Yds., and a reserved car parking slot admeasuring 100 Sft., in Vista Homes in Sy. Nos. 193, 194 & 195 situated at Kapra Village, Kesara Mandal, Ranga Reddy District for a total sale consideration of Rs.29,95,750/- Schedule-C of the Agreement of Sale contains this specifications of the internal flats. Flat No.102 purchased by the complainant is a luxury flat.
5. I further submit that the I have paid the total sale consideration as agreed and on 10.04.2015 the opposite parties executed Sale Deed in my favour conveying title and possession of Flat No.102.
6. I further submit that the opposite parties failed to provide several common amenities and internal specifications as agreed. The opposite parties failed to provide laminated wooden flooring in the master bedroom as undertaken in Schedule-C of the Agreement of Sale.

7. I further submit that the quality of construction, fixers and fittings were very poor. Because of heavy winds on 31.03.2016 the main door frame along with the door itself was blown out and came out. The surrounding cement concrete was broken and fell down. Such kind of poor construction of "Luxury Flat" claimed by the opposite parties is unexpected and unheard. I submit that my family members were very much afraid / terrified about the said collapse of the door frame. Fortunately, none of the family members were injured. This incident clinchingly demonstrates the poor quality of the construction of the residential complex.
8. I further submit that after complaining the collapse of the main door with frame, however the opposite parties have simply repaired the same.
9. I further submit that the opposite parties utterly failed to provide official drinking water and drainage connections to the residential complex duly sanctioned by HMWS & SB. Without providing Municipal drinking water connection, the opposite parties are providing drinking water through RO plant by collecting maintenance charges.
10. I further submit that Hyderabad is a Cosmopolitan City. The Opposite Parties cannot keep quite without providing official drinking water connection and drainage facility to the Gated Community in an evasive and irresponsible manner. Vita Homes, Kushaiguda, where the Gated Community Vista Homes is situated, is having HMWS & SB drinking

~~informed that the claim was time barred and that even as per Cl. No.23~~
of the Agreement of Sale never confirms for providing Municipal water by the builders.

12. I further submit that since there was no proper response for various personal visits and phone calls made by me and my husband Sri BSS. Satyanarayana, I was constrained to issue a Legal Notice dated 05 11 20 16 to the Opposite Parties and another Mr. Nareddy Kiran Kumar demanding to the agreed amenities and to rectify the defects and deficiency in service, the Opposite Parties got issued a Reply Legal Notice dated 17.11.2016 to me stating that laminated wooden flooring in the master bedroom was not provided as per the instructions of the complainant and that they never promised either in the Agreement or the brochure to provide Municipal water supply. I have never instructed the Opposite Parties not to lay wooden flooring in the master bedroom. The said allegation is absolutely false and incorrect. Supply of drinking water and sewerage connection is mandatory in nature.

13. I further submit that in fact on 24.04.2013 the Opposite Party No.1 represented by Opposite Party No.2 submitted an application bearing No.2013-4-2221 (File No.2013-4-2221) to HMWS & SB for providing drinking water and sewerage connections by paying Rs.2,25,000/- towards processing fee. Subsequently, for the reasons best known to the opposite parties, they have not yet further processed the application, not paid requisite fee to HMWS & SB and ultimately failed in obtaining official drinking water and sewerage connections to Vista Homes duly

...Contd.5

sanctioned by HMWS & SB. Suppressing the said facts, the Opposite Parties are giving evasive, false and misleading statements to the flat purchasers and subjecting them to perennial problem of drinking water.

14. I further submit that when there is every possibility for obtaining and providing official drinking water and sewerage connections to the Gated Community, mere providing drinking water through RO plant cannot be substituted. The Opposite Parties are trying to escape their legal obligations in providing drinking water and sewerage connections, to the Gated Community which are basic amenities to lead a meaningful life in Cities like Hyderabad.
15. I further submit that the Opposite Parties are not even regularly supplying water through RO plant besides most of the times the water supplied through RO Plant is contaminated. The failure on the part of the Opposite Parties in providing official drinking water and sewerage connections to the residential complex, failure to provide wooden flooring in the master bedroom, poor installation of the main door with frame, failure to redress the grievances of the complainant in spite of issuing Legal Notice apart from various personal visits and phone calls not only amounts to unfair trade practice but also amounts to deficiency in service. Collapse of the main door with frame itself within one year of taking possession of the flat is of great adverse sentimental value and shows the inadequacy in the safety and security of the inmates. The opposite parties have also subjected the family members of the

LIST OF DOCUMENTS

- 1) Ex.A-1 Photostat copy of Sale Deed Doct.No.1253/2015.
- 2) Ex.A-2 Agreement of Sale dated 26.04.2015
- 3) Ex.A-3 Xerox copy of Building permission vide File NO.24386/11/04/2012
- 4) Ex.A-4 Query and Response report dated 01.04.2016, in respect of File No.2013-4-2221 Applicant Name : VISTA HOMES REP. BY SRI SOHAM MODI
- 5) Ex.A-5 Office copy of legal notice dated 05.11.2016
- 6) Ex.A-6 Reply notice dated 17.11.2016
- 7) Ex.A-7 Advertisement brochure of M/s. Vista Homes.

Therefore it is prayed that the Hon'ble court may be pleased to pass orders as prayed in the complaint in the interest of justice.

Sworn and Signed Before me,
On this 26th Day of July, 2017
At L.B.Nagar
Identified By-K. Yadagiri Rao
-Advocate-

DEPONENT

C.C. No. 27 of 2017

Between:

B. Bhavani
... Complainant

AND

M/s. Vista Homes
Rep. by its Partner,
Sri Bhavesh & another

... Opposite Parties

CHIEF EVIDENCE
AFFIDAVIT OF PW-1

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Filed on :

Filed by : Complainant

Address for service

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