

IN THE COURT OF THE HONOURABLE DISTRICT CONSUMER DISPUTES
REDRESSAL FORUM, R.R.DISTRICT, AT L.B.NAGAR

C.C.NO. OF 2017

BETWEEN :

Smt. B. Bhavani.

....Complainant

AND

M/s Vista Homes & another

.....Opposite Parties

EVIDENCE AFFIDAVIT OF OPPOSITE PARTY NO.1

I , Vista Homes, represented by partners Bhavesh V. Mehta ,
S/o. Late Vasant V Mehta, aged about 45 years, Occ: Business, R/o.
Uttam Towers, D.V.Colony, Secunderabad do here by solemnly affirm
and state on oath as follows

1. I the Opposite Party No.1 herein depose on behalf of opposite party no.2 as such I am well acquainted with the facts herein.
2. I submit that the Petition filed by the Complainant is not maintainable either on facts or in law as the same is devoid of merits and lack of bonafides, as such the Petition under reply is liable to be dismissed.
3. I submit that each and every allegations which are against the interest of the Opposite Party No.1 is hereby denied and put into the Complainant to strict proof of all such averments and contentions which are not specifically admitted herein. The Opposite Party No.1 reserves its right to take such other relief, claim, Counter Claim and further defence as and when occasion arises and on being advised, also reserves to file any documents in the above case in future with the permission of this Honourable court. The Petition be on frivolous, false and vexatious allegations, as such the Petition is liable to be dismissed with exemplary costs on the following grounds.
4. I submit that, it is absolutely false to say that the Flat No.102 was handed over on 10/04/2015 without providing the agreed amenities as per the Agreement of Sale and Sale Deed. O.P.No.1 herein filed booking form Dt: 28-03-2013 and the possession letter Dt:30-05-2015 filed herewith. It is not true to say that the

...Contd.2

Complainant had requested several times to the Opposite parties to provide amenities and to attend the agreed amenities. The amenities that the Opposite Party No.1 have provided was as per the agreed terms between the Complainant and Opposite Parties.

5 I submit that the Laminated wooden flooring the same was not provided as per instructions of the Complainant.

6. I submit that the clause No.23 of Agreement of Sale does not speak about Municipal Water connection and the Complainant was wrongly mentioned in the matter. So also the letter dated 27/10/2016 does not speak anything about the intention of the Complainant regarding the supply of Municipal Water. With regard to the quality of the water being supplied through RO Plant there has been no complaints being received from any of the Occupants regarding the health hazards as alleged by the Complainant. That the Opposite Parties has collected an amount of Rs.35,000/- for the water connection and provisions of RO Plant. That the opposite party has promised any where either in the brochure and subsequent documents like agreement of sale regarding the provision of Municipal Water supply. Whereas O.P. No.1 applied for the water connection and the sanction order of the department dt: 01-06-2017 enclosed herewith.

7. I submit that the main door and door frame have been rectified as soon as the complaints brought the same to the notice of the opposite parties and there has been no further complaints in this regard. And a latest photograph of the main door filed herewith. It is mentioned in the complaint that the facilities provided by opposite parties are sub standard. The Statement is rather vague and does not specify the facility which has got problem.

8. I submit that the it is absolutely false that the Opposite Parties is subjecting the flat owners of Vista homes or that they have been facing hardships. It is again not clear what these hardships are about. The resolution dated 03/04/2016 has been suitably answered.

...contd.3

9.. I submit that the certain unsocial elements were trying to form alternate association to misappropriate maintenance and other charges from innocent and gullible residents. Therefore the Notice dt. 01/02/2016 was given by the Opposite Party No.1 and others as precautionary measures. That there is no illegality in the Memorandum of Owners Association prepared by the Opposite Party No.1 and others. It is the regular procedure followed by the Opposite Party No.1 in forming an association in every project developed by them and then handover the same to the occupants once the project is completed land owners take possession. That the Opposite Party No.1 is not interested in being associated with any of the owners association once the project is completed and all the units are handed over to the respective owners. The bye laws of the Owners Association are binding on all customers and the copies of the same enclosed herewith.

10. I submit that all the amenities as agreed by the Opposite Party No.1 with the owners through the Agreement of Sale have been completed and a Sale Deed Dt:10-04-2015 was executed by the O.P. No.1 herein.

11. I submit that the opposite party No.1 herein handed over the possession to the Complainant on 30/05/2015, the possession letter and the No Due Certificate dt: 30-05-2015 issued by the Opposite Party No.1 was received by husband of the Complainant as he has signed the necessary papers on behalf of the Complainant and has not raised any objections regarding the incompleteness or not providing the agreed amenities. The membership enrolment form of the association was signed by the husband of the Complainant. The Corpus Fund was also paid. The maintenance charges are also being regularly paid by the Complainant. The Complainant had infact being extremely happy with the Flat and Project, her husband has recommended three other customers and further collected three gold coins as per the norms of the referral scheme of the Opposite Party No.1, receipts and Identity of purchasers of three numbers enclosed herewith. That the Opposite Party No.1 has co-opted several residents as co-opted members for a

better coordination in so far as the maintenance of the housing complex is concerned. The complainant was also taken membership and the enrolment form is filed herewith for the kind perusal of this Hon'ble Court.

12. I submit that the Complainant had recently demanded for an additional discount on the sale consideration after more than one year of taking possession. This not at all tenable and the Opposite Party No.1 had informed the same to the Complainant. That the complainant being aggrieved by such refusal by the Opposite Party No.1 has got issued the Notice with all false allegations against the Opposite Party No.2 and others, but not against the Opposite Party No.1 copy of the legal notice Dt:05-11-2016 enclosed. That a suitable reply also given to the Complainant's Counsel dt: 17-11-2016 copy enclosed. Thereafter with all false and frivolous allegations filed the above case for her wrongful gains, as such the Petition is liable to be dismissed, as the Complainant is not entitle for any relief against the Opposite parties, much less as prayed in the present petition.

13. I submit that there is no cause of action against the O.P. No.1 and O.P.No.2, as the Complainant did not issue any legal notice to the O.P. No.1., who entered into Agreement of Sale with the Complainant, as such the alleged dates of cause of action is invented one, as such this Honourable Court has no jurisdiction to entertain the above Petition and court fee paid by the Complainant on assumptions and presumptions, as such the Petition under reply is liable to be dismissed.

14. I submit that the Complainant approached this Honourable Authority with unclean hands by suppressing the true and material facts for her wrongful gains with an intention to fulfill her illegal gains, as such the Petition under reply is liable to be dismissed.

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**LIST OF DOCUMENTS HERE UNDER FILED BY THE OPPOSITE
PARTY NO.1 IN SUPPORT OF THE CASE.**

1. The original booking form, dt: 28-03-2013
2. Original letter of possession, Dt:. 30-05-2015
3. Original notice certificate, Dt: 30-05-2015
4. Original R.O. plant bills, Dt: 02-08-2016, 20-01-2014
5. Certified copies of Sale Deed, Dt: 10-04-2015
6. Copy of agreement of Sale , Dt: 26-04-2013
7. Office copy of Reply notice, Dt: 17-11-2016
8. Office copy of legal notice ,Dt: 05-11-2016
9. Original referral receipts with ID proofs nos 3, Dt: 21-10-2016,
07-11-2016, 08-07-2016.
10. Original Sanction order, Dt: 01-06-2017
11. Latest Original Photographs
12. Original notice issued by the OP.No.1, Dt: 01-02-2016
13. Original membership enrollment form of the complainant, Dt:
30-05-2015.
14. Original by-laws

Hence, it is prayed that this Honourable court be pleased to
dismiss the Petition with exemplary costs, in the interest of Justice.

Sworn and signed before me
On this day of June 2017
At: L.B.Nagar

DEPONENT

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EVIDENCE AFFIDAVIT OF
OPPOSITE PARTY NO.1

Filed on: -06-2017

Filed by:

M/S. G. JAGANNADAM
Advocates

Counsel for the Opposite Party-1