

IN THE COURT OF IIInd ADDL. JUNIOR CIVIL JUDGE, RR DISTRICT
AT L B NAGAR

O.S.NO. 70 OF 2015

Between:

1. Silver Oak Bungalows Owners Association
@ another ... Plaintiffs

And

1. Aduri Sharath Chandra and others ... Defendants

CHIEF EVIDENCE OF PW1

I L.Ramacharyulu, S/o. late Sri L.Ramacharyulu, aged 52 years, R/o, Hyderabad, do hereby solemnly affirm and state on oath as follows.

I am the Legal Officer of Plaintiff No.2 and as such I am well aware of the facts deposed hereunder.

1. I submit that Plaintiff No.2 is a Builder and Developer and it has developed one such project under the name and style of "Silver Oak" Bungalows, Phase II, situated at Survey No.291, Cherlapalli, Hyderabad - 500 051.

2. I submit that the vendor of the defendants No.1 & 2 Sri Mohammed Riyaz Mohiuddin had approached Plaintiff No.2 and after due negotiations purchased Bungalow No.220 at "Silver Oak Bungalows - Phase II", situated at Sy.No.291, Block No.2, Cherlapally Village, Ghatkesar Mandal, RR Dist., under a Regd. Sale Deed dtd.9.2.2011 and Registered as document No.1012/11 in SRO, Uppal. At the time of execution of the above mentioned sale deed, an agreement of construction was also entered in to between the vendor of the defendants No.1 & 2 and plaintiff No.2. In the said agreement of construction it is mentioned the terms regarding the maintenance of elevation. The clause Nos. 14 and 17 are extracted below.

CLAUSE 14: *The buyer shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorisation from the builder and / or Association / Society incharge*

of maintenance for an initial period ending upto 2015 and all the bungalows in the project of "Silver Oak Bungalows" shall have a similar elevation, colour scheme, compound wall, landscaping, trees etc for which the buyer shall not raise any obstructions/objections.

CLAUSE 17: *The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Buyer make any additions or alterations in the bungalow without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows Project.*

It is pertinent to mention here that the Bye-laws of the association is also based on the above clause.

3. I submit that subsequently the said Sri Mohammed Riyaz Mohiuddin sold the bangalow to the defendants 1 & 2 under a registered sale deed. The vendor of the defendants 1 & 2 had become the member of plaintiff No.1. When the defendants 1 & 2 purchased the bungalow from their vendor they became the members of the plaintiff No.1.

4. I submit that the defendants 1 & 2 by virtue of being the members of the plaintiff No.1 are bound by the Bye-laws of the plaintiff No.1. The Bye-laws of the association clearly spells out that a owner of a bangalow cannot make any structural alteration or change the elevation. This is clearly mentioned at clause No.26 (ii), (6). The Defendants 1 & 2 are well aware of this clause as they are members of the association.

5. I submit that the Plaintiffs submit that it was observed by Plaintiff No.1 that the defendants had blatantly violated the said clause by putting up an Iron Lader in the front elevation of the bangalow and also removing the lawn and putting up cement flooring, which drastically changes the elevation of the bangalow and also violates the Bye-laws of the association. The defendants 1 & 2 cannot get better rights than his vendor, who had originally acquired from the builders and the association. As such the defendants 1 & 2 are bound by the terms and conditions of the sale in favour of their vendor and therefore the present activities of the defendants 1 & 2 are illegal and not binding on the association.

6. I submit that the a notice was sent to the defendants1 & 2 through their counsel to both the addresses mentioned in the cause title. The Defendants 1 & 2 refused to receive the notices and only Defendant No.3 had received the same and has not replied. ***The defendants on receipt of the said notice had threatened the office bearers of Plaintiff No.1 with dire consequences for interfering in his illegal activities.*** As the plaintiffs are left with no other option but to file the suit for Mandatory Injunction against the defendants directing them to remove the Iron Lader put up in the front portion of the suit schedule property. The Plaintiffs have not filed any suit against the Defendants for the same cause of action.

It is therefore prayed that this Hon'ble court may be pleased to decree this suit as prayed for.

The Plaintiffs are relying on the following documents in support of their case.

Sl.No.	Date	Parties	Description of Document
01.	09.02.2011	Plaintiff No.2 & Ill party	Sale Deed -- C C
02.		Plaintiff No.2 & Ill party	Agreement of Construction -- True copy
03.		Illrd party & Defs 1 & 2	Sale Deed -- CC
04.	24.12.2014	Plaintiff No.1 & Defs.	Notices --- OC
05.	20.11.2014	Plaintiff & Defs.	Postal Receipt
06.		Plaintiff & Defs.	Postal Acknowledgement.
07		Plaintiff & Defs.	Return Covers
08.		Plaintiff & Defs.	Photographs
09.	04.02.2014	Plaintiffs	Certificate of Registration -- CC
10.	02.04.2007	Plaintiffs	Bye Laws
11.	13.01.2015	Plaintiff No.1	Authorisation letter

IN THE COURT OF IInd JUNIOR
CIVIL JUDGE, RR DISTRICT AT
L B NAGAR

O.S.NO. OF 2014

Between:

Silver Oak Bungalows
Owners Association & another
--- Plaintiffs

And

Aduri Prakash Reddy
-- Defendant

CHIEF AFFIDAVIT OF PW1

Filed on: 29.07.2015

Filed by:

**SRI.C.BALAGOPAL
ADVOCATE**

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