

NOTICE FOR APPEARANCE
(By Registered Post with Acknowledgment Due)

OFFICE OF THE **ADJUDICATING OFFICER**,
TELANGANA REAL ESTATE REGULATORY AUTHORITY,
DTCP Building, Ground Floor,
640, AC Guards, Masab Tank, Opp: PTI Building,
HYDERABAD.

C.C.P.No.05/2024/TG RERA

Between:

Smt.Chiruvolu Naga Brunda.

...Complainant.

And

M/s.Modi Realty Genome Valley LLP, rep., by Sri Soham
Modi, authorized representative of its Partner M/s.Modi
Housing Pvt.Ltd.

...Respondent.

WHEREAS the complainant above named has filed the complaint against the respondent for the relief prayed therein. A copy of the complaint and the documents filed therein by the complainant is being sent herewith to the respondent.

You are hereby directed to appear in person or through your authorized representative/Advocate(s) **before the under-signed on 27.07.2024 at 11.30 AM and the respondent to file counter/reply.**

In the event of non-attendance without reasonable cause and in non-compliance of notice, the under-signed may proceed with the hearing based on the available information and evidence on record and an *ex parte* decision may be rendered accordingly.

Dated this, the 8th day of JULY, 2024.


ADJUDICATING OFFICER,
TG R.E.R.A., HYDERABAD.

To

- 1) Smt.Chiruvolu Naga Brunda W/o Sri Chiruvolu Ravi Shankar,
H.No.1.8.22/71/202, S.V.Nivas, Shashikanth Nagar, North Kamala Nagar
Kapra, Medchal-Malkajgiri District – 500 062. **(Complainant)**
- 2) M/s.Modi Realty Genome Valley LLP, rep., by Mr.Soham Modi, the
authorized representative of its Partner M/s.Modi Housing Pvt.Ltd,
H.No.5-4-187/3 & 4, 2nd Floor, Soham Mansiion, M.G.Road,
Secunderabad – 500 003. **(Respondent)**

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FORM 'N'**[See rule 38(1)]****APPLICATION TO ADJUDICATING OFFICER**

Claim for compensation under section 31 read with section 71 of the Act. For use of Adjudicating Officers office:

Date of filing:

Date of receipt by post:

Application No.:

Signature:

Authorized Officer:

IN THE ADJUDICATING OFFICERS OFFICE (Name of place)

Between Mrs. Chiruvolu Naga Brunda W/o. Mr. Chiruvolu Ravi Shankar

And

M/s. Modi Realty Genome Valley LLP, rep by Mr. Soham Modi, the authorized representative of its Partner M/s. Modi Housing Pvt. Ltd.

Respondent(s) Details of claim:

1. Particulars of the appellant(s)

(i) Name of the appellant: Mr. Chiruvolu Naga Brunda

(ii) Address of the existing office/residence of the appellant: H.No. 1-8-22/71/202, S.V. Nivas, Shashikanth Nagar, North Kamala Nagar, Kapra, Medchal-Malkajgiri District, Telangana - 500062

(iii) Address for service of all notices: H.No. 1-8-22/71/202, S.V. Nivas, Shashikanth Nagar, North Kamala Nagar, Kapra, Medchal-Malkajgiri District, Telangana - 500062

(iv) Details of allottees apartment, plot or building: Deluxe Flat bearing No. ~~118~~¹¹⁷ on the First Floor, in Block No. A, in the residential Complex named as, Bloomdale residency at Genome Valley'.

2. Particulars of the respondents:

(i) Name(s) of respondent: M/s. Modi Realty Genome Valley LLP, rep by Mr. Soham Modi, the authorized representative of its Partner M/s. Modi Housing Pvt. Ltd.

(ii) Office address of the respondent: House No. 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road, Secunderabad-500003.

(iii) Address for service of all notices: House No. 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road, Secunderabad-500003.

(iv) Registration no. and address of project: P02200001781, Muraharapally, Shamirpet.

3. Jurisdiction of the Adjudicating Officer: MASAB TANK (TS RERA Office)

The **appellant** declares that the subject matter of the claim falls within the jurisdiction of the adjudicating officer.

4. Facts of the case:

1. I, Chiruvolu Naga Brunda booked above said Flat on 30/07/2021 and paid an initial booking amount of Rs. 25000
2. The seller as per agreement was Supposed to deliver the Completed flat by 31.Jan. 2023 with a grace period of 6 months delay i.e.) 31.July. ~~2023~~ 2023
3. I took bank loan (Icici) for the full amount of RS. 23,75,000 excluding GST.
4. Since the construction work was not completed stage wise on date, on inspection at site, the Bank officials stopped further payment.
5. Seller issued notice asking for Second, installment payment allotment. third on 04.mar.2022 or to cancel
6. Seller asked (and installment letter dated 11.Oct. 2021 & 3rd installment letter dated 1. dec. 2021) inspite of the stage wise construction being incomplete.
7. Finally, after our repeated pressure, multiple visits to the construction site, phone calls, the seller 90%. of the construction emails sent to was completed by 10. feb. 2024 (Excluding Power supply, lift, water connection) and they have sent a letter stating that we can take the possession by 01. may. 2024 and asking we to pay the balance full amount.
8. I have completed the registration on 15.mar.2024 further sending an email to seller seeking permission for starting the interiors.
9. I made complete final settlement on 30/Apr/2024
10. I am now informed that will take time electricity meter until June 20th 2024 and even the water connection is still not available till date.
11. As per original agreement, it was promised that "RO" water plant will be installed for drinking water purpose which is also not available till date.
12. There are number of reworks done in our flat, because of original faulty design.
13. I have been paying EMI since the last 2 years for the loan utilised from the bank and there no word of handover to be given till date.

14. I have asked the seller (as per the original agreement Value Annexure 11.1) to pay the delayed rental Starting 01/02/2023 to 31/05/2024 to Compensate the rental loss Rs. 8 Per square feet X 800 sft flat, which adds to a total value of RS. 1,02,400/- per flat.
15. The meeting held on 15/may/2024 wednesday in their office located at Ranigunj along with two of the other flat owners (flat 512, 513, 205) ended up in heated argument and abusive language used by their director Mr. Anand Mehta which was in the presence of two police inspectors Balaraju (Lakeview ps) and his Subordinate officer called by me to look into the issue.
16. On 17/may/2024 Seller Sent a document through whatsapp saying that compensation cannot be entertained, due to CORONA and low availability of Construction material and labour, thinking a natural calamity.
17. IN Hyderabad, total lockdown was lifted Completely on June 20th 2021, only after which we have booked the flats on 30/July/2021.
18. At the time of booking the flat, there was no Corona at all in hyderabad and the Construction was happening as per the schedule.
19. This is truly considered as unethical, unfair trade practice and violating standard operating Procedures, we humbly Submit that a compensation of Rs. 1,02,400/- Rental value and also an addition a compensation of Rs. 75000/- for all the mental stress we have taken from the seller to be given along with the expenses incurred in putting up this case in your honorable court to be paid for the flat ~~108~~ respectively.

I request the Honorable Judge to Verify our submission and give Judgement in our favour.

All the related documents along with the Sale agreement has been submitted with this Complaint.

5. Compensation(s) sought:

In view of the facts mentioned in the paragraph 4 above, the appellant prays for following compensation(s) Rs. 1,02,400 + 75,000/-

[Specify below the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon]

6. Claim not pending with any other court, etc.:

The applicant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).

7. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 37:

Receipt Type	Receipt Num.	Receipt Date	Description	Amount	Paid Date	Cheque No.	Cheque Cleared
Payment _terms	101017	30/07/2021	Booking Amount	25,000	28/07/2021	535298	Yes
Payment _terms	102064	07/09/2021	Towards Installment amount	1,50,000	06/09/2021	NEFT	Yes
Payment _terms	102065	07/09/2021	Towards Installment amount	50,000	06/09/2021	NEFT	Yes
Payment _terms	104019	16/04/2022	Towards Part Payment	5,71,231	16/04/2022	327939	Yes
Payment _terms	104034	19/05/2022	Towards Installment amount	6,60,000	19/05/2022	328427	Yes
Payment _terms	107045	09/01/2023	Towards Part payment	5,40,000	31/12/2022	S54495055	Yes
Payment _terms	108074	13/02/2024	Towards Part payment	40,000	13/02/2024	ONLINE	Yes
Payment _terms	106068	12/07/2023	Towards Part payment	69,282	12/07/2023	ONLINE	Yes
Payment _terms	108098	13/03/2024	Towards registration charges	2,01,526	13/03/2024	IMPS1407311329656	Yes
Payment _terms	109002	16/03/2024	Towards Part payment	5,15,718	16/03/2024	502805	Yes

8. List of enclosures:

- a. Agreement of sale
- b. Sale Deed
- c. Payment Receipts
- d. Annexure A of the Agreement of Sale

VERIFICATION

I CHIRUVOLU NAGA BRUNDA, ~~son of C RADHA RAMANA MURTHY~~ daughter of R. RamaSwamy of the appellant do hereby verify that the contents of paragraphs [1 to 8] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place: Hyderabad

Date: 06/06/2024

R. Klapa Boud
Signature of the appellant (s)