

BEFORE THE ADJUDICATING OFFICER TELANGANA
STATE REAL ESTATE REGULATORY AUTHORITY, DTCP
BUILDING, GROUND FLOOR, 640, AC GUARDS, MASAB
TANK, OPP PTI BUILDING AT: HYDERABAD

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

Between:

Smt Chiruvolu Naga Brunda
W/o C.Ravi Shanker
R/o H.No.1.8.22/71/202,
SV Nivas Kapra Malkajgiri

..Complainant

And

M/s Modi Realty Genome Valley LLP
Rep by its Partner Mr.Soham Modi
R/o 5-4-187, MG Road Secunderabad

..Respondent

ADDITIONAL COUNTER FILED ON BEHALF OF THE
RESPONDENT

1. It is humbly submitted that we had gone through the allegations and averments mentioned in the complaint and the same are denied except those specifically admitted herein. The complaint is not maintainable either on facts or on law and the same is filed with false and frivolous allegations as such the complaint is liable to be dismissed with exemplary costs.
2. The Respondents is a reputed developer and having 30 + years of experience in the construction of houses and flats in and around twin cities of Hyderabad and Secunderabad.
3. It is submitted that the Respondent for obtaining electricity connection has paid the entire amount to the TSSPDCL department in the year 2023 itself and got sanction letter but due to internal issues between the department and also in the change of Governance in the state of Telangana, the electricity was supplied on June 2024 much prior to the filing of the complaint.

For MODI REALTY GENOME VALLEY LLP

Partner

As of now the electricity for the entire project is provided and the allegation of the complainant is not true. *(Copy of electricity sanction and payments receipts are enclosed as Annexure No.1)*

4. It is submitted that the Respondent has already made provision for drinking water at site. The RO Plant was sent for minor repair, the same is rectified and it is reinstalled and working. *(Photos of RO water plant is enclosed as Annexure no.2).*
5. It is submitted that the main claim of the Complainant is to grant compensation to her for the delay in handing over the possession of flat by the Respondent. The real fact is that the Complainant has not made the payment of installments in time as per the schedule mentioned in the Agreement of Sale. Moreover the last installment paid by the Complainant to the Vendor was on February 2024.*(Copy of reminder letter for due instalment is enclosed as Annexure no.3.).*
6. It is submitted that the contention of the Complainant is that the bank has not released the payments due to incomplete stage of construction. As per clause 8.5 of Agreement of Sale which state that :*The Purchaser at his discretion and cost may avail housing loan from bank/financial institutions. The payment of installments to the Vendor by the Purchaser shall not be linked with housing loan availed /to be availed by the Purchaser. Clause 8.6 of Agreement of Sale also clearly state that* : *In the event the Purchaser is arranging/has arranged finance under housing finance scheme or any other scheme for the Purchaser of Schedule flat and payment of sale consideration under this Agreement, it shall be sole responsibility of the Purchaser for timely payments from such financier to the Vendor. Any default in payment by such financier to the Vendor shall be deemed to be the default by the Purchaser and the consequence as regards default in payment as regards default*

For MODI REALTY GENOME VALLEY LLP



Partner

in payment as contained under this Agreement shall become operative. (Copy of AOS is enclosed as Annexure No.4)

7. It is submitted that the nation-wide lockdown has led to the halting of ongoing real estate projects around the country. The Ministry of Housing and Urban Affairs (**MOHUA**) in its Office Memorandum dated 13 May 2020 (**Advisory**) has declared the current pandemic as a Force Majeure event for the purposes of Real Estate (Regulation and Development) Act 2016 (**RERA**) and extended the timelines for registration and completion of real estate projects. Primarily, the Advisory provides extension of registration of real estate projects due to the Force Majeure under Section 6 of RERA. Although Section 6 provides only for extension of registration dates in case of a Force Majeure event, various state authorities have also extended the completion dates of real estate projects in the process. *(Copy enclosed as Annexure No.5).* The Complainant purchased the flat in the year 2021 wherein the lockdown was lifted up but due to Covid-19 it has badly affected the availability of men and material for a period of 2 years. Clause 21 of Agreement of Sale clearly speak about the Force Majeure and it squarely applies to the Respondent case. Even though the Respondent, being a reputed developer tried in all respects to complete the project but the complainant always fails to make the timely payment without understanding the factual position and delayed the payment of instalment on one pretext or the other.

8. It is submitted that by way of letter dated 10.02.2024 the Respondent has been informed to the complainant that the flat was ready and informed her to clear the dues and take the possession. The complainant cleared the dues on 16.03.2024 and the very next day the respondent has done the registration. The Respondent has also informed the complainant to take the possession but the complainant delayed to collect and signed the possession letter and finally after repeated reminders she has

For MODI REALTY GENOME VALLEY LLP



Partner

signed and taken the possession letter on 30.06.2024 and after that she filed the complaint before your respected authority on 08.07.2024. In a recent landmark order dated 08 November 2023 the MAHARERA clarified and highlighted that home buyers are not entitled to claim compensation or interest for delayed possession if the complaint is filed after taking the possession. Here in the present case it is crystal clear that the complaint is filed by the complainant by making wanton delay and approached this authority with unclean hands seeking compensation.

9. It is submit that on 23.09.2024 the complainant has appointed a counsel and accordingly on behalf of the complainant counsel on record filed an amendment of complaint petition mainly on 2 grounds which are as follows:

The first amendment as praying by the complainant in her petition is to amend/add the schedule of property and the Respondent has filed the counter for it. The second amendment as praying by the complainant is to amend the amount of compensation from Rs.75,000/- to Rs.1,75,000 /-. In reply to it the respondent would like to submit that the claim of the complainant itself is false and fabricated. The complainant stating in her amendment of complaint that due to the harassment and mental agony caused by the Respondent, the husband of the complainant fell sick and had to take treatment and supporting document of hospital bills and discharge summary were filed. Which is totally false and put to the strict proof of the same. The very first thing is that assuming but not admitting that, if any mental agony caused and any compensation shall be granted, the Hon'ble Tribunal should grant the mental agony caused to the complainant and not to the mental agony caused to her husband. And moreover the supporting document filed by the complainant stating that, due to harassment and mental agony caused to her husband, the husband of the complainant fell sick and taken the treatment in the Hospital. It is pertinent to mention here that the discharge summary of the hospital filed by the complainant herself, clearly

For MODI REALTY GENOME VALLEY LLP



Partner

reveals that Mr.Ravi Shanker a 46 year old male presented with complaints of bilateral lower limb weakness since 3 months and left foot burning pain since 3 days. Now where does the question of mental agony arouse. The act of the complainant by filing the false document before this Hon'ble Tribunal is clearly apparent on record to show that the complainant approached this Hon'ble court with unclean hands. The above reply to the amendments are additionally adding to this counter to bring it on record for the bare perusal and for the supporting evidence of the Respondent case. The complainant by suppressing and misrepresenting the material particulars approached to this Hon'ble Tribunal with a dishonest intention to gain wrongfully and to cause wrongful loss to the Respondent. The Respondent has already filed all supporting documents along with counter and the same shall be taken in to consideration for the adjudication of the case.

The entire allegations of the complaint and the pleadings are made without there being any basis for filing the Complaint. The Complainant made baseless allegations against the Respondent and approached this authority with unclean hands with an intention to gain unlawfully and also to harass this Respondent, Therefore we request your respected authority to dismiss the present complaint with exemplary costs.

For MODI REALTY GENOME VALLEY LLP

Partner

Date: 10.12.2024
Place: Hyderabad

Respondent

BEFORE THE
ADJUDICATING OFFICER
TELANGANA
STATE REAL ESTATE
REGULATORY AUTHORITY
AT: HYDERABAD

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

Between:

Smt Chiruvolu Naga Brunda
...Complainant

AND

M/s Modi Realty Genome
Valley LLP

..Respondent

ADDITIONAL COUNTER
FILED ON BEHALF OF
RESPONDENT

Filed on : 10.12.2024

Filed by : Counsel for
Respondent

Address for Service:

P.Vikram Kumar
M.A.Lateef
Advocates
H.No.12-1-925/26/1to7
Flat No.403, Classic Mustafa
Tower, Feelkhana Lane,
Mallepally, Hyd-01
Mob:9985338487