



FIRST INFORMATION REPORT
(Under Section 154 and 157 Cr.P.C)

A.P.P.M. Orders 470,500

1. District Cyberabad P.S. Jawaharnagar Year 2015 FIR No. 595/2015 Date 28/11/2015
2. Acts & Section(s) : 420,403,406,120b IPC, 156(3) CrPC
3. a) Occurrence of Offence : Day _____ Date & Time From _____
Date & Time To _____ Prior To 23/05/2013 00:00 Time Period 0
- b) Information Received at P.S.: Date & Time 28/11/2015 17:00
- c) General Diary Reference: Entry No 1 Date & Time 28/11/2015 17:00
4. Type of Information: Referred by court
- Place of Occurrence:
- a) Distance and Direction From P.S. 3.5kms,West Beat No. _____
- b) Address Place _____ Area/Mandal _____ Street/Village _____
Sy. No. 49 Malkajgiri Mandal Yapral Village
- City/District Cyberabad State Telangana PIN _____
- c) In case , outside the limit of this Police Station, then
Name of P.S. _____ District _____
6. Complainant / Informant :
- a) Name Greenwood Builders Greenwood Lake Side
- b) Father's /Husband's _____
- c) Date/Year of Birth _____ Age 0
- d) Nationality _____ e) Caste _____
- f) Passport No _____ Date of Issue _____ Place of Issue _____
- g) Occupation _____
- h) Address House No _____ Area/Mandal _____ Street/Village _____
Office at 5-4-187/3 & 4 secunderabad Soham Manson,
- City/District Cyberabad State Telangana PIN 0
7. Details of known/suspected/unknown accused with full particulars:

Serial No : 1

a) Name L Rajeshwar Rao
b) Father's /Husband's Name L Anand c) Occupation
d) Caste e) Gender Male f) Age 47 Nationality Indian
g) Address House Street/Village Area/Mandal
Flat No. D2,, second Floor, Road No 11, Secunderabad
Susheel Residency
City/District State PIN 0
h) Phone(Off) 0 Phone(Resi) 0 Cell No 0
i) Email

Serial No : 2

a) Name L Santhosh Rao
b) Father's /Husband's Name L Rajeshwar Rao c) Occupation
d) Caste e) Gender Male f) Age 23 Nationality
g) Address House Street/Village Area/Mandal
Flat No. D2, second Floor, Road No 11, Secunderabad
Susheel Residency
City/District State PIN 0
h) Phone(Off) Phone(Resi) Cell No
i) Email

Serial No : 3

a) Name D Sridhar
b) Father's /Husband's Name Prakash c) Occupation
d) Caste e) Gender Male f) Age 38 Nationality
g) Address House Street/Village Area/Mandal
6-31 Gandhi Nagar Siddipet
City/District Medak State PIN 0

h) Phone(Off) _____ Phone(Resi) _____ Cell No _____

i) Email _____

Serial No : _____ 4 _____

a) Name KV Pavan Kumar _____

b) Father's /Husband's Name Sanjeev Rao _____ c) Occupation _____

d) Caste _____ e) Gender Male _____ f) Age 41 _____ Nationality _____

g) Address House _____ Street/Village _____ Area/Mandal _____

11-1-329 _____ Red hills, Hyderabad _____

City/District _____ State _____ PIN 0 _____

h) Phone(Off) _____ Phone(Resi) _____ Cell No _____

i) Email _____

Serial No : _____ 5 _____

a) Name Smt M Renuka _____

b) Father's /Husband's Name M Ram Gopal _____ c) Occupation _____

d) Caste _____ e) Gender Female _____ f) Age 0 _____ Nationality Indian _____

g) Address House _____ Street/Village _____ Area/Mandal _____

H.No. 1-4-190 _____ Balajinagar _____ Jagityal _____

City/District Karimnagar _____ State _____ PIN 0 _____

h) Phone(Off) _____ Phone(Resi) _____ Cell No _____

i) Email _____

Serial No : 6

a) Name M Ram Gopal

b) Father's /Husband's Name M Nala Kishtam c) Occupation

d) Caste e) Gender Male f) Age 54 Nationality

g) Address House Street/Village Area/Mandal
H.No. 1-4-190 Balajinagar Jagityal

City/District Karimnagar State PIN 0

h) Phone(Off) Phone(Resi) Cell No

i) Email

Serial No : 7

a) Name M Krishna

b) Father's /Husband's Name M Ramasham c) Occupation

d) Caste e) Gender Male f) Age 51 Nationality

g) Address House Street/Village Area/Mandal
H.No. 1-4-181, Balajinagar, Jagityal Jagityal

City/District Karimnagar State PIN 0

h) Phone(Off) Phone(Resi) Cell No

i) Email

Serial No : 8

a) Name Ritesh Kumar

b) Father's /Husband's Name Deena Diyal c) Occupation

d) Caste e) Gender Male f) Age 31 Nationality

g) Address House Street/Village Area/Mandal
H.No. 5-9-22/92 Adarshnagar Hyderabad

City/District State PIN 0

h) Phone(Off) Phone(Resi) Cell No

i) Email _____

Serial No : 9

a) Name A Chenakesh

b) Father's /Husband's Name Late Sri A Vinod kumar c) Occupation

d) Caste e) Gender Male f) Age 31 Nationality

g) Address House Street/Village Area/Mandal
Plot No. 6 Asbestors colony Karkhana

City/District State PIN 0

h) Phone(Off) Phone(Resi) Cell No

i) Email _____

Serial No : 10

a) Name Smt G Damayanthi

b) Father's /Husband's Name Vaman c) Occupation

d) Caste e) Gender Female f) Age 54 Nationality

g) Address House Street/Village Area/Mandal
1-4-242 Jawahar Road Jagityal

City/District Karimnagar State PIN 0

h) Phone(Off) Phone(Resi) Cell No

i) Email _____

Physical features, deformities and other details of the Suspect:

S. No.	Sex	Date/Year of Birth	Build	Height (cms)	Complexion	Identification Marks(s)
1	2	3	4	5	6	7

S. No.	Sex	Date/Year of Birth	Build	Height (cms)	Complexion	Identification Marks(s)
1	2	3	4	5	6	7
1	Male			0cm		
2	Male			0cm		
3	Male			0cm		
4	Male			0cm		
5	Female			0cm		
6	Male			0cm		
7	Male			0cm		
8	Male			0cm		
9	Male			0cm		
10	Female			0cm		

Deformalities/ Peculiarities	Teeth	Hair	Eyes	Habbit(s)	Dress Habit(s)	Languages/ Dialect
8	9	10	11	12	13	14

Deformalities/ Peculiarities	Teeth	Hair	Eyes	Habbit(s)	Dress Habit(s)	Languages/ Dialect
8	9	10	11	12	13	14

Place Of				
Burn Mark	Leucoderma	Mole	Scar	Tattoo
15	16	17	18	19

8. Reasons for delay in reporting by the complainant / informant :

Delay by the complainant

9. Particulars of properties stolen/involved (Attach separate sheet, if necessary) :

10. Total value of property stolen :

11. Inquest Report/ U.D. Case

12. Contents of the complaint / statement of the complainant or informant :

IN THE COURT OF HON'BLE XXI METROPALITON MAGISTRATE AT MEDCHAL COURT, CYBERABAD,
R.R. DISTRICT.

Honoured Sir,

To-day i.e. on 28-11-2015 at 1700 hrs received a complaint from Complainants Greenwood Builders, Represented by its Partner Mr Soham Modi s/o Sri Sathish Modi, Age: 46 yrs & Greenwood Lake Side(Hyderabad) LLP, Represented by its Partner Mr Soham Modi s/o Sri Sathish Modi, Age: 46 yrs both the complainants are represented by authorised signatory, L. Ramacharyulu s/o Late L Raghavendra Rao and office at 5-4-187/3& 4, Soham Manson, M.G. Road, Secunderabad in which reads as follow.

This is a court referred case in which the complainants are Builders and developers of housing projects. The alleged accused persons are owner and possessors of land admeasuring Ac. 5.30 guntas in Sy.No. 49 situated at Yaprall village. On 23-05-2013 they complainant's and accused persons entered in to M.O.U. of above said land for developing. As per their agreement, complainant's paid an amount of Rs. 90,50,000/- as security deposit as there agreement the security deposit amount should be deposit after completion of project. The complainant have been misled by the accused regarding clearance to be obtained by them and the complainant had launched the project under the impression that the accused would be taking care of their part of contract as per the MOU. The accused have obtained money from the complainants on false promises and are guilty of cheating. The complainant got issued notice on 15-06-2015 through there counsel but the accused did not reply. Finally they requested to take necessary action in this regard. Hence F.I.R.

/THE ORIGINAL DETAILED COMPLAINT IS ENCLOSED HERE WITH/

Received on 28-11-2015 at 1700 hrs:-

As per the contents of the petition registered a case in Cr. No. 595/2015 U/s 420, 403, 406, 120(b) IPC & 156(3) Cr.P.C and the investigation entrusted to Sri. P. Anil Kumar, SI of Police.

Sd/-

Inspector of Police,
PS: Jawahar Nagar,
Cyberabad.

Copy Submitted W/Cs:

1). The Commissioner of Police Cyberabad,

2). the DCP (L & O) Cyberabad &

3). Through ACP Alwal Division for favour of information.

13. Action taken:

Since The above information reveals commission of offence(s) U/s as mentioned at item No

2

1) Registered the case and took up the investigation or

Name P. ANIL KUMAR

2) Directed to take up the Investigation or

Rank:

No.

3) Refused investigation due to

4) Transferred to P.S

District

on point of jurisdiction.

F.I.R. read over to the complainant / informant, admitted to be correctly recorded and a copy given to the complainant /informant, free of cost.

R.O.A.C

14. Signature / Thumb impression of the complainant / informant.

Signature of Officer in charge, Police Station

Name K.V.L Narsimha Rao

Rank

Inspector

No

15. Date and time of dispatch to the court :

28/11/2015 17:00

GOVERNMENT OF TELANGANA STATE
(POLICE DEPARTMENT)

Police Station House,
PS. Jawahar Nagar, Rachakonda.

C.No.: 595/Cr/K-1/RCK/2017.

Dated: 5/2/17

NOTICE
(U/s 91 / 160 Cr.P.C.)

Sub:- PS. Jawahar Nagar - request to appear before me for examination along with documentary evidence and other relevant witnesses to investigate the case -Regarding.

Ref: Cr.No. 595/2015, U/s 420,403,406,120(b) IPC+
156(3) Cr.P.C of PS.
Jawahar Nagar, Rachakonda.

It is to inform you that a case was registered against you in Jawaharnagar Police Station complaint lodged by Greenwood Builders, and Greenwood Lake Side (Hydrabad) LLP Rep by its Partner Mr Soham Modi S/o Satish Modi, Aged 46 years is rep by authorized signatory L. Ramacharyulu, s/o Late Raghavendra Rao, age 53 yrs, O/o H.No. 5-4-187/3&4, Soham Manson, MG Road, Secbad, in which he stated that the complainants are Builders and Developers city housing, projects in and around twin cities. The Accused are owners and possessors of various extents of land in survey no. 49, Yapral Village, Malakajgiri Mandal, R.R. District totally admeasuring 5 acres 30 guntas. The Complainant submit that they were approached by the Accused for developing the land and construction of Flats, as the Complainants were in the business of development of Flats, Villas and bungalows in and around twin cities. Keeping in view the expertise of the Complainants the Accused agreed to give their land situated at yapral village for development, and construction of flats. The Complainant No. 1 and the Accused entered into an MOU dated 23.05.2013 for the development to laid admeasuring 5 Acers 30 guntas in Survey No.49 situated at Yapral (V), Malakajgiri (M) R.R.District and for construction of residential Housing Project consisting of Apartments/Flats along with common amentias like club, House roads, Drains, water, Electricity supply, land scaping gates, children park, compound wall, sports and rotational facilities in the said land. The complainant submits that the said MOU was also containing various other clauses & conditions to be Fulfilled by the Accused as owners and by the Complainants as developers. Subsequently by a supplementary MOU dated 17.09.2014 the benefit under the earlier MOU was transferred in favour of the Complainant No.2, 5. The Complainants have so far paid the Accused a sum of Rs. 90, 50,000/- as security deposit from time to time. The said security deposit is refundable by the Accused to the Complainants, after completion of the project and handing over the share of the Accused in the built up area. The Accused failed to keep their part of contract as per. MOU. The Complainants have spent huge amounts for preparing plans and submitting the same to the concerned authorities for sanction and other preparatory work for

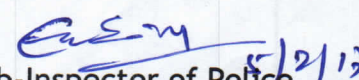
In this regard you are requested to appear before me for examination along with documentary evidence and other relevant witnesses to investigate the case to

commencing the project. In this regard the Complainants have incurred an expenditure amounting to Rs. 23,43,908/- towards establishment of administration and construction. In spite of such huge investments and every effort on the Complainants part, the project has not been able to take off due to commissions and latches on the part of the Accused. The Complainants launched the project and advertised the same and also printed brochures and also took some 'bookings' with the found hope that the Accused would get all the necessary clearances from various authorities as mentioned in the MOU. The Complainants have to refund the amounts taken from the prospective customers. The Complainant submit that the Accused are aware that adjacent to the Property given for development there is a huge extent of land belonging to the Defense Ministry, GOI. In view of the same a No Objection Certificate has to be obtained from the Army Authorities namely Quarter Master General, Andhra Sub Area Bollaram. This has to be obtained by an application made in this behalf by the accused as owners of the land. Unfortunately in spite of several requests by the complainant's representative the accused have not taken any necessary steps to apply and obtain the No objection Certificate for commencing the project. The complainants are not able to commence the construction because of the objections by the army authorities due to lack of No Objection Certificate. This is a clear default on the part of Accused. The Accused had failed to deposit the conversion fee (Agriculture land to Non Agriculture land) which is the subject matter of the agreement. Some of the legal representatives of the necessary parties who appear to be NRIs have refused to co-operate in signing the documents, The Accused have not cooperated in initiating the process of survey to be done for the MRD for obtaining the sanction. The Complainant have been misled by the Accused regarding the clearances to be obtained by them and the Complainant had launched the project under the impression that the Accused would be taking care of their side per the MOU. The Accused have obtained money from part of the contract on false promises and are guilty of cheating. The complainant got issued a notice on 15.06.2015 through their counsel but the accused did not reply. Hence the complaint.

As per the contents of the complaint coupled with Hon'ble court directions a case registered a case in cr.no.595/2016, U/s 420,403,406,120(b) IPC,156(3) Cr.P.C and taken up investigation.

In this regard you are requested to appear before me for examination along with documentary evidence and other relevant witnesses to investigate the case to proceed further with the investigation within (3) days after receipt of this notice

Please acknowledge the receipt.


Sub-Inspector of Police,
PS. Jawahar Nagar, Rachakonda.

To,

6). M. Ramgopal S/o. M. Nala Kishtam, aged 54 years Both R/o. H.No. 1-4-190, Balaji Nagar, Jagityal, Karimnagar District, Telangana.

CASE DIARY

PART-II

PS.Jawaharnagar

Cyberabad: Commissionerate

FIR NO: 595/2015

U/Sec: 420,403,406,120-B IPC, Sec.156(3) Cr.P.C.

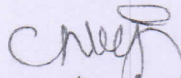
Date of Witnesses examination: On 12-01-2016 at 1100 hours.

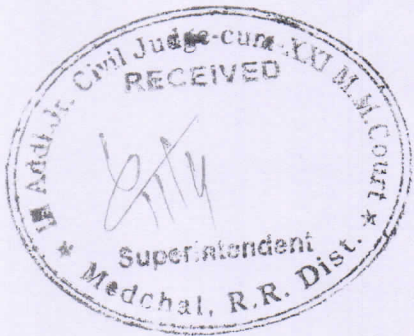
LW-1) Statement of Sri. Lakkanigam. Ramacharyulu, s/o Late Raghavendra Rao, age 53 yrs, Occp-Advocate, R/o H.No. 5-4-187/3&4, 2nd floor, Soham Manson, MG Road, Secunderabad, recorded by Ch. Nethaji, SI of Police, Jawharnagar PS at PS.

States that "I am residing at above said address. I was represented by Sri. Soham Modi S/o Satish Modi, Aged 46 years as legal advisor, who is managing partner to Greenwood Builders and Greenwood Lake Side (Hyderabad). Mr. Soham Modi is Builder and Developer in city housing, projects in and around twin cities styled as Greenwood Builders and Greenwood Lake Side. The Accused persons 1) L. Rajeshwar Rao S/o Anand Rao, aged 47years. R/o. Flat No. D2, Second Floor, Susheel Residency, Road No.11, West Marredpally, Secunderabad, 2) L. Santhosh Rao S/o Rajeshwar Rao, aged 23 years, R/o. Flat No. D2, Second Floor, Susheel Residency, Road No.11, West Marredpally, Secunderabad, 3) D. Sridhar S/o. D. Prakash, aged 38 years R/o. H.No. 6-31, Gandhi Nagar, Siddipet, Medak District, 4) K. V. Pavan Kumar S/o Sanjeeva Rao, aged 41 years, R/o. 11-1-329, Red hills, Hyderabad, 5) Smt. M. Renuka W/o. M. Ramgopal, aged 46 years, H.No. 1-4-190, Balaji Nagar, Jagityal, Karimnagar District, Telangana, 6) M. Ramgopal S/o. M. Nala Kishtam, aged 54 years Both R/o. H.No. 1-4-190, Balaji Nagar, Jagityal, Karimnagar District, Telangana, 7) M. Krishna S/o. M. Ramasham, aged 51 years R/o. H.No. 1-4-181, Balaji Nagar, Jagityal, Karimnagar District, Telangana, 8) Ritesh Kumar s/o. Deena Dayal, aged 31 years R/o. H.No. 5-9-22/92, Marsh Nagar, Hyderabad, 9) A. Chenakesh S/o. Late Sri A Vinod Kumar, aged 3 yrs., R/o. Plot No. 6, Asbestors Colony, Karkhana, Secunderabad, 10) Smt. G. Damayanthi W/o. Vaman, aged 54 yrs, R/o H.No. 1-4-242, Jawahar Road, Karimnagar, Telangana are owners and possessors of various extents of land in survey no. 49, Yaprall Village, Malakajiri Mandal, R.R. District totally admeasuring 5 acres 30 guntas. We were approached by the Accused persons for developing the land and construction of Flats, as Soham Modi was in the business of development of Flats, Villas and bungalows in and around twin cities. Keeping in view the expertise the Accused agreed to give their land situated at yapral village for development, and construction of flats. Soham Modi and the Accused persons entered into an MOU dated 23.05.2013 for the development to laid admeasuring 5 Acres 30 guntas in Survey No.49 situated at Yaprall (V), Malakajiri (M) R.R.District and for construction of residential Housing Project consisting of Apartments/Flats along with common amenities like club, House roads, Drains, water, Electricity supply, land scaling gates, children park, compound wall, sports and rotational facilities in the said land. The said MOU was also containing various other clauses & conditions to be fulfilled by the accused persons as owners and Soham Modi as developers. Subsequently by a supplementary MOU dated 17.09.2014 the benefit under the earlier MOU was transferred in favour of Soham Modi. We have so far paid the Accused persons a sum of Rs. 90, 50,000/- as security deposit from time to time. The said security deposit is refundable by the Accused to Soham Modi, after completion of the project and handing over the share of the Accused in the built up area. The Accused failed to keep their part of contract as per. MOU. Our builders have spent huge amounts for preparing plans and submitting the same to the concerned authorities for sanction and other preparatory work for commencing the project. In this regard our builders have incurred an expenditure amounting to Rs. 23,43,908/- towards establishment of administration and construction. In spite of such huge investments and every effort on the builders part, the project has not been able to take off due to commissions and latches on the part of the accused. We launched the project and advertised the same and also printed brochures and also took some bookings with the found hope that the Accused would get all the necessary clearances from various authorities as mentioned in the 'MOU'. We have to refund the amount taken from the prospective customers. The Accused are aware that adjacent to the Property given for development there is a huge extent of land belonging to the Defense Ministry, Government of

India. In view of the same a **No Objection Certificate** has to be obtained from the Army Authorities namely Quarter Master General Andhra Sub Area Bollaram. This has to be obtained by an application made in this behalf by the accused as owners of the land. Unfortunately in spite of several requests by us representative the accused persons have not taken any necessary steps to apply and obtain the No objection Certificate for commencing the project. We are not able to commence the construction because of the objections by the army authorities due to lack of No Objection Certificate. This is a clear default on the part of Accused. The Accused had failed to deposit the conversion fee (Agriculture land to Non Agriculture land) which is the subject matter of the agreement. Some of the legal representatives of the necessary parties who appear to be NRIs have refused to co-operate in signing the documents. The Accused have not cooperated in initiating the process of survey to be done for the MR0 for obtaining the sanction. We have been misled by the Accused regarding the clearances to be obtained by them and we had launched the project under the impression that the Accused would be taking care of their as per the MOU. The Accused have obtained money from part of the contract a false promises are guilty of cheating. We have got issued a notice on 15.06.2015 through their counsel but the accused did not reply. Further we came to know that the accused persons enter into an agreement with others i.e VR constructions. Before that they also cheated the GK builders owner Hanumantha rao.

The above statement read over in vernacular language and admitted to be correct.


Sub-Inspector of police,
Jawaharnagar, PS, cyberabad.



NOTICE TO THE COMPLAINANT

Form No.96

ORIGINAL

Cr.No.: 595/2015, U/s 420, 403, 406 and 120 B IPC of P.S.
Jawahar Nagar, Rachakonda.

To

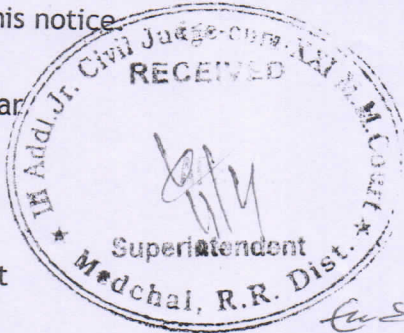
L. Rama Charyulu S/o Late. Raghavender Rao, age: 53 yrs, occ:
Advocate, R/o H No. 5-4-187/3 & 4, 2nd floor, Soham Manson, MG Road,
Secunderabad.

Please take notice that, your complaint under section 420, 403,
406, 120 B.I.P.C. and 156 (3) Cr.P.C. has been reported to the Class
Magistrate of XXI MM court at Medchal. This case is **civil in nature**
vide No. 196/ACP-K/RKD/2017, dated 31.03.2017 of Asst. Commissioner
of Police, Kushaiguda Division and that if you want to oppose this report
you will have to do as before the above Magistrate within a week from
the date of receipt of this notice.

Station : PS Jawaharnagar

Date : 07.04.2017

Signature of Complainant



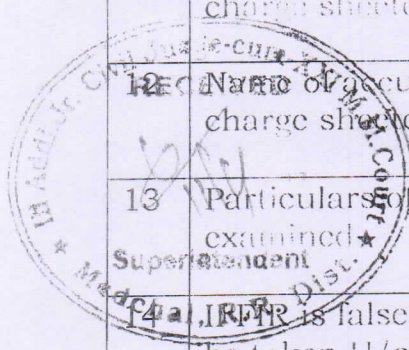
Signature of Police officer

Received
8/4/17

FINAL REPORT - UNDER SECTION 173 CR P C
IN THE COURT OF HON'BLE XXI METROPOLITAN MAGISTRATE
AT: MEDCHAL - CYBERABAD

POLICE STATION: JAWAHAR NAGAR RACHAKONDA POLICE COMMISSIONERATE

	YEAR 2015	FIR NO:595/2015, DATED: 28-11-15
01	CHARGE SHEET/ FINAL REPORT No - 51 ✓	02. DATED: 08-04-2017
03	Act: Under Head / Section	: 420, 403, 406 & 120 (B) IPC
04	Type of Final Result	: Final Report - ' CIVIL IN NATURE '
05	If Final Result	: NIL
06	If supplementary or original	: Original
07	Name, Rank & No. (if any) of I Os	: Sri G. Narsimhulu, Sub-Inspector of Police, Jawahar Nagar P.S., Rachakonda Police Commissionerate.
08	Name and address of the complainant / informant	: Greenwood builders, & Greenwood lake side (Hyderabad) LLP, Rep by its' partner Mr. Soham Modi S/o Satish Modi, Aged. 46 years, Both the complainants are rep by authorized signatory, L. Ramacharyulu S/o Late. Sri. L. Raghavendra Rao, Aged. 53 Years O/o 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad.
09	Date on which, the complainant/ informant was informed of the result.	: 08.04.2017
10	Details of properties/ articles/ documents recovered/seized during the investigation and relied upon.	: NIL
11	Particulars of accused persons charged sheeted	: NIL
12	Name of accused persons not charge sheeted	: NIL
13	Particulars of witnesses to be examined	: LW-1 & 2
14	IF FIR is false, action taken/to be taken U/sec. 182/211 IPC.	: NIL
15	Result of laboratory analysis	NIL
16	Brief facts of the case	: Mentioned below



Honoured Sir,

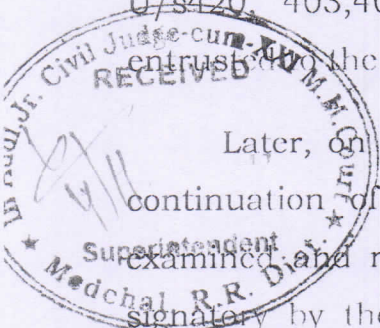
Facts of the case are that on 28-11-2015 at 1700 hrs received a court referred complaint of Greenwood builders, & Greenwood lake side(Hyderabad)LLP, Rep by its' partner Mr. Soham Modi S/o Satish Modi, Aged.46 years, Both the complainants are rep by authorized signatory, L. Ramacharyulu S/o Late. Sri. L. Raghavendra Rao, Aged. 53 Years O/o 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad in which he stated that the complainants are Builders and Developers of housing Projects in and around twin cities. The Accused are owners and possessors of various extents of land in survey No. 49, Yapral Village, Malkajgiri Manual, R R District. Total admesuring 5 acres 30 guntas.They were approached by the Accused for developing the land and construction of flats, as the complainants were in the business of development of flats, Villas and bungalows in and around twin cities keeping in view the expertise of the complainants the Accused agreed to give their land situated at Yapral village for development and construction of flats. The complainants No.1 and the Accused entered into an MOU dated 23.5.013 for the development to land admeasuring 5 Acers 30 guntas in survey No. 49, situated at Yapral (V), Malkajgiri (M), R.R District and for construction of residential Housing Project consisting of Apartments/Flats along with common amenities like Club House, Roads, Drains, Water & Electricity Supply, and Scaping Gates, Children's park Compound Wall, Sports & Recreational Facilities in the said land. The complainants submit that the said MOU was also containing various other clauses & conditions to be fulfilled by the Accused as owners and by the complainants as developers. Subsequently by a supplementary MOU dated 17.09.2014 the benefit under the earlier MOU was transferred in favour of the complainant No.2. The complainants have so far paid the Accused a sum of Rs. 90,50,000/- as security deposit form time to time. The said security deposit is refundable by the Accused to the complainants, after completion of the project and handing over the share of the Accused in the built up area. The Accused failed to keep their part of contract as per MOU. The complainants have spent hung amounts for preparing plants and submitting the same to the concerned authorities for sanction and other preparatory work for commencing the project. In this regard the complainants have incurred an expenditure amount to Rs.23,43,908/- towards establishment of administration and construction. Inspite of such huge investments and every effort on the complainants part, the project has not been able to take due to ommissions and latches on the part of Accused. The complainants launched the project and advertised the same and also printed

brochures and also took some booking with the found hope that the Accused would get all the necessary clearances from various authorities as mentioned in the MOU. The complainants have to refund the amount taken from the prospective customers. The complainants submit that the Accused are aware that adjacent to the property given for development there is a huge extent of land belonging to the Defence Ministry, GOI. In view of the same a No objections certificate has to be obtained from the Army Authorities namely Quarter Master General Andhra sub Area Bollaram. This has to be obtained by an application made in this behalf by the Accused as owners of the land. Unfortunately in spite of several requests by the complainants representative the Accused have not taken any necessary steps to apply and obtain the No objection certificate for commencing the project. The complainants are not able to commence the construction because of the objections by the Army authorities due to lack of No objection certificate. This is a clear default on the part of Accused. The Accused had failed to deposit the conversion fee (Agriculture land to Non Agriculture land) which is the subject matter of the agreement some of the legal representative of the necessary parties who appear to be NRIs have refused to co-operate in signing the documents. The Accused have not cooperated in initiating the process of survey to be done by the MRO for obtaining the sanction

The complainants have been misled by the Accused regarding the clearances to be obtained by them and the complainant had launched the project under the impression that Accused would be taking care of their part of the contract as per the MOU. The Accused have obtained money from the complainant on false promises and are guilty of cheating. The complainants got issued a noticed on 15.06.2015 through their counsel but the Accused did not reply.

Basing on the contents of the complaint a case in Cr. No. 595/2015 U/s 420, 403, 406 & 120 (B) IPC has been registered and investigation entrusted to the then SI Sri. Anil for further investigation.

Later, on his transfer he handed over this case file to SI Sri. Netaji for continuation of investigation on 5-1-2016. After that, SI Sri. Netaji has examined and recorded the statements Ramacharyulu who is an authorized signatory by the Complainant's Company, and partner of the company Sri. Soham Modi. Subsequently, SI Sri. Netaji has been posted as Crime SI in this PS and case file handed over to me on 13-2-17, for further investigation. On receipt of the case file, I have gone through the case file and obtained the MOU, which is a crucial document in eliciting the facts of the case. This 15 pages MOU dated. 23-5-2013, is consisting of 58 points which are to be executed by

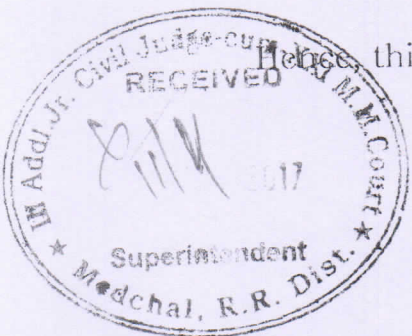


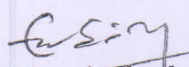
both parties. Later, on the request of the complainants another supplementary MOU dated 17/09/2014 had been prepared and the rights were transferred in favour of complainant by treating the said Supplementary MOU dated 17/09/2014 as part and parcel and continuation of the Memorandum of Understanding dated 23/05/2013, by the alleged accused. I have gone through the MOU very thoroughly and understood the points mentioned there in. The principal allegation of the complainant in this case is that the owners haven't performed their duty i.e. land conversion, get the survey of the land be done by the MRO etc as per the MOU. He further stated in his complaint that he appealed many times to the alleged accused to complete these works and when asked to show any evidence to this effect, he couldn't. Another allegation of the complainant is that some of the legal representatives of the necessary parties i.e. owners who appear to be NRIs have refused to cooperate in signing the documents. In this regard, the complainant was asked to provide the details of the owners, whose legal representatives refused to sign, he was unable to provide the details. It is pertinent to mention here that the complainant has already initiated a civil suit for money recovery vide OS No. 634/2015 in the Hon'ble XVI Addl. District Judge, Malkajigiri which is going on in the said court. Further, it is an established fact as pre the MOU that if any dispute arises in execution of this MOU, they have to settle it through an arbitrator as per the point no. 56.

So far investigation revealed that there is no evidence against the alleged accused persons that they have fraudulently and dishonestly induced the complainant to deliver the amount and cheated them.

Hence, a requisition is submitted to the Asst. Commissioner of Police, Kushaiguda Division, Rachakonda Police Commissionerate refer this case as CIVIL IN NATURE and the permission vide C.No.196/ACP-K/RKD/2017, Dated: 31/03/2017, has been given by the Asst. Commissioner of Police, Kushaiguda to refer this case as 'Civil in Nature' under notice to the complainant.

Hence, this Final Report.




G.Narsimhulu 8/4/13.

SI of Police,

Jawahar Nagar P.S., Rachakonda.

IN THE COURT OF THE HONBLE XXI METROPOLITAN MAGISTRATE
RANGA REDDY DISTRICT AT:MEDCHAL

Crl. M. P. No. of 2017

IN
Cr. No. 595 of 2015

(P.S. Jawahar Nagar)

BETWEEN:

1. Greenwood Builders
Rep by its Partner Mr. Soham Mod,
S/o Sri. Satish Modi
Aged: 46 years.
 2. Greenwood Lake Side (Hyderabad LLP)
Rep by its Partner Mr. Soham Modi,
S/o Sri. Satish Modi
Aged: 46 years.
- Rep by its one of the Representative Partner
Mr. Anand Mehta S/o Shri. Suresh Mehta.
Both having its office at 5-4-187/3 & 4
Soham Mansion, M. G. Road, Secundrabad.

...Petitioners.

And

1. The state of Telangana
P. S. Jawahar Nagar, Medchal
2. L. Rajeshwar Rao & Others

...Respondents.

PETITION FILED UNDER SECTION 202(2) Cr.P.C.

May it please your Honour,

It is submitted that the above named petitioners have filed a Pvt Complaint before this Honble Court and subsequently after considering the material facts on the record this Honble Court was pleased to refer the complaint to Station House Officer, P.S. Jawahar Nagar Medchal for investigation and report the same. Basing on which a case has been registered in Cr.No.595/2016 of P.S. P. S. Jawahar Nagar Medchal for the Offence U/s 420, 403, 406, & 120 B of IPC.

For Greenwood Lake Side (Hyderabad) LLP
Anand Mehta
Designated Partner

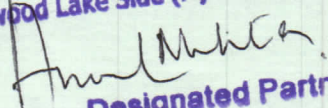
For Greenwood Lake Side (Hyderabad) LLP
[Signature]
Designated Partner

2. It is submitted that the Accused persons are the owners for the land situated in Sy. no 49 Yapral Village Medchal district in order to extract money from the petitioners under fraudulent methods and with all false promises and assurances, the accused persons dragged the petitioners to enter in to Memorandum of Understanding dated 23-05-2012 for the development of the above said land and received a sum of Rs.90,50,000/- from the petitioners towards security deposit and thereby forced the petitioners for the further investments of Rs.23,43,908/- for initial development of the project, that after receiving the said amount the accused persons left the petitioners on their own accord.

3. It is submitted that the Accused was already entered in to an agreement of MOU with one G. K. Builders before executing of MOU with the Petitioners, and previously the petitioners was not aware about this fact, the accused persons not only cheated to the petitioners but also cheated the G.K.Builders and now they are scouting for a new developer, so it is crystal clear that the accused came forward with a malafide intention.

4. It is submitted that the Petitioner has notice that no investigation was done by the Police Jawahar Nagar and shifted the burden on the Petitioner and the Police Jawahar Nagar were calling the Petitioner for negotiation.

5. It is submitted that neither the police took any steps to investigation the case in true spirit nor the Police tried to arrest the Accused person and the Police Jawahar Nagar gave threat to the Petitioner stating that if the Petitioner is not agreed to compromise the matter, they know how to close the case and the Petitioner did not yield their demand, then the Police Jawahar Nagar filed the final report before this Hon'ble Court.

For Greenwood Lake Side (Hyderabad)

Designated Partner

6. It is submitted that in spite of directions of this Honble Court to investigate the matter, the police did not choose to record the statement of the all Accused persons. It is further submitted that except registering the FIR, the Police has not done any investigation in the above said case, though there is sufficient documentary evidence to bring the guilt of the culprit. The Accused are highly influential persons who were using their undue influence on the Petitioner through the Police official and not allowed the Police official to investigate the Petitioner's case as per law.

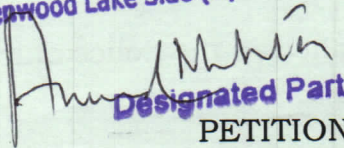
7. It is submitted that the Respondents is trying to create loop holes in the Petitioner's case, by using the undue influence on the Petitioner and has not chosen to investigate the case in true spirit for inappropriate reasons. It is further submitted that the final report submitted before this Hon'ble Court in Cr.No.595/2016 on the alleged ground that there is lack of evidence from the Petitioner is unsustainable in law.

8. It is submitted that the petitioners have also filed an Civil Recovery suit on the file of the Honble XVI Addl District Judge at Malkajgiri vide O.S.No.634 of 2015 against the defendants and the same is refereed to the Arbitration but till date their is no response from the defendants part.

9. It is submitted that the ground on which the case was closed is unsustainable in law as there is sufficient documentary evidence available on record. The Petitioner received the notice from the P.S. Jawahar Nagar and aggrieved by the final report submitted by the Police Jawahar Nagar Medchal, and on receipt of the above said notice, the Petitioner immediately filed a protest petition before this Hon'ble Court.

For Greenwood Lake Side (Hyderabad) LLP
Anand Mishra
Designated Partner

It is therefore prayed that this Hon'ble Court may be pleased to reject the final report filed by the P.S. Jawahar Nagar, Medchal, basing on the evidence against the accused persons and take the cognizance for the offence U/s 420, 403, 406 & 120 B of IPC after providing an opportunity to the Petitioners to lead the evidence against the accused persons and after due process punish the accused person as per the law in the interest of justice.

For Greenwood Lake Side (Hyderabad) LLP

Designated Partner
PETITIONER

Place: Medchal.

Dated: -08-2017.

COUNSEL FOR PETITIONER

**IN THE COURT OF THE III Addl. Junior Civil Judge - Cum XXI
Metropolitan Magistrate, Cyberabad at Medechal.**

:Deposition of Witness

Crl.M.P.No. 1873 of 2017

In

Cr.No.595/2015

Name :Pw2: Anand Mehta

S/o. :Suresh Mehta

Age : 40 years

Occ : Business

R/o. Paradise

Date:14.03.2017

The witness present stated on oath on this day of 14th day of December 2017

STATEMENT OF WITNESS ANAND MEHTA

OnE Rajeshwar Rao and others approached for development of their land Kowkoo in Sy.No.49. The said development was for constructing apartments. The terms and conditions were that we had to pay them Rs.100 Lakhs. As an advance we paid them Rs.50 Lakhs and balance was to be paid after getting sanction. Certain documents were required for getting permission from the local authorities. The land lords failed to get the said documents. Meanwhile we applied for environmental clearance but land lords failed to furnish the documents. We got the approval from GHMC but as the land lords failed to give the required documents and to get 2 gultas of land on their name. For that reason Rajeshwar Rao and others forced us to pay Rs.40,50,000/- more than the agreed amount. Rajeshwar Rao and others supposed to get the NOC from defence but they could not get the same. We along with Rajeshwar Rao hired one Bhupathi for getting NOC from the defense. We agreed to share the fee as 50 : 50. which was Rs.2,50,000/- divided both. After that landlords stopped lifting our calls and started avoiding us. Hence he filed a police case. But after few days police closed the said case on the ground civil case. We

Statement of witness Soham modi

We have entered into Memorandum of Understanding for development of 5 ½ Acres of land at Kowkooor from Rajeshwar and others. As per the terms of development we have to construct apartments on the land. Security deposit of 100 Lakhs was to be paid to the land owners. Rs.50 Lakhs deposit was paid to the owners. We have applied for permission and plans were approved subject to payment of fees and environment NOC clearance. Environment NOC clearance could not be obtained since environment board term was lapsed. So we entered into a supplementary agreement with the land owners to develop firstly one block among the four blocks. As it falls within environment clearance limits. Once again permission was accorded subject to payment of fee for one block. However we could not proceed further. As land owners did not perform their part of MOU. Land owners have to get registered 25 guntas of land on their name. Without title the land owners could not execute registered joint development agreement in our favour. Therefore we could not proceed further. Other issues like MRO Survey, change of land use under NALA Act and Affidavit from Sister's of original owners were not obtained by the land owners. In the meantime they pressurized us to pay the remaining deposit. On that we pay Rs.40,50,000/- to the owners. We had prelodged function as per our supplementary agreement. After the function land owners stop co-operating with us. After a few months we realized that NOC from defence services was also required. In order to move forward we agree to appoint consultant Mr.Bhupathi for obtaining Defence NOC. The cost of was to be share equally owners and developers. We paid Rs.1.25 Lakhs to Mr.Bhupathi for obtaining defence NOC. The land lords stopped communication with us thereafter. We later learnt that the land lords were trying to cheat us. They have already taken Rs.100 Lakhs deposit from Mr.Hanmanth Rao from G.K.Builders for development of same land. Later we learnt that without informing us defence NOC was obtain through Mr.Bhupathi and they made an application for building permission to GHMC for construction of Villas on the same land without our knowledge. V.V. Associates reputed a Architect who was employed for making the plans. We learnt that once again the land owners were looking for third builders to develop the same land having already entered into agreement with us and G.K.Builders. Therefore we filed a civil suit for recovery of Rs.90,50,000/- paid to them and expenditure of Rs.23.5 lakhs along with interest. We also filed a criminal complaint for cheating us. The matter was sent to the police station for investigation all details were provided to the police station including the details of G.K. Builders, V.V. Associates, Bhupathi etc., Instead of investigating the matter and taking statements from the accused the police after very long delay have sent a report that the matter is in Civil in Nature. We filed the protest petition before this court. Praying the court to take action against the land owners.