

SUBJECT NO : 118

Sub : VUDA - Visakhapatnam - Revocation of cancellation of Plot No. MIG-101 of Seethammadhara North Extension layout allotted in favour of Sri. N. Narayana Swamy - Reg.

AGENDA NOTE:

The Plot No.101-MIG with an extent of 444 Sq.Yards @ Rs 16/- per Sq.Yard of Seethammadhara North Extension layout was allotted and also registered in favour of Sri. N. Narayana Swamy vide document No.9864/83, dt.03.09.1983. Later the said sale deed was cancelled on 07.07.1994 as the allottee has failed to construct a building in the allotted site with in a period of two years from the date of allotment as stipulated in the allotment conditions. The allottee has filed a suit vide O.S.No.1603/94 against VUDA for cancellation of the said Plot and the said suit was decreed on 16.01.1998 that the defendant be restrained by way of permanent injunction restraining the defendant, its officials, agents etc., from interfering with the plaintiffs peaceful possession and enjoyment of the scheduled property in any manner including auctioning the same. In this regard VUDA preferred an appeal in A.S.816/2000 while the matter is pending before the Hon'ble VII Additional District Judge, Visakhapatnam. On the compromise memo filed by the both parties the matter was referred before the Lok Adalat for settlement. And accordingly the matter was settled on 25.09.2004 and the following order was passed.

Both parties are present and filed joint compromise memo as per the memo "the appellant VUDA has revoked the cancellation orders in respect of the Plot No. MIG-101 of Seethammadhara North Extension layout subject to the condition that the respondent shall construct the building by December-2006". In view of the terms of compromise the appeal filed by VUDA was allowed.

But the allottee has not constructed the building within the time allowed by the compromise decree and the position with regard to cancellation by the VUDA revert back and the cancellation orders are valid.

The allottee has requested in his letter dt.23.11.2005 to issue sale permission. Accordingly, a letter was issued vide this office letter dt.08.12.2005 for making payment of sale permission charges and the allottee has paid the sale permission charges of Rs.33,200/- on 30.11.2006 but the sale permission was not accorded.

The Senior Legal Officer, VUDA has opined that "the A S is still pending. So the question of VUDA permitting the cancellation revocation does not arise. The revocation of cancellation order are sought by the allottee to permit him to enable the allottee to sell the Plot. This amounts to VUDA accommodating allottee to sell the plot for his gains. The allotment is for construction of House, not for selling it. The office has already taken opinion from erstwhile Standing Counsel in particular circumstances. Now the situation and necessity has changed and allottee seeks revocation of cancellation not for construction, but for sale according to such permission may pave way enabling the allottee to make business.

Sri. L. Satyanarayana Standing Counsel to VUDA has opined that " as per the compromise he has to construct the house by the end of December-2006, but the allottee has not constructed the house and violated the terms of the compromise and not utilized the time granted by the Hon'ble Court. The opinion expressed by the S.L.O of VUDA that revocation of cancellation orders to sell the plot allotted to him does not arise and the VUDA shall not grant permission to sell the plot to make business. He further stated that the allottee entered into an agreement with 3rd party and constructed group house in the site and the said building was occupied by various persons. So, as could be seen from the above discussion the allottee has violated the terms of the compromise and as per the compromise the VUDA revoked the cancellation orders subject to a condition that the allottee to construct the building by December-2006 and the cancellation orders will automatically

revert back. But it is for the authorities to collect enhanced revocation charges as per the prevailing rule in force and may consider giving permission to the allottee for the sale of the land as same was done in similar cases".

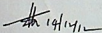
The Estate Wing has submitted a report dt.19.09.2012 that "the allottee of Plot No. MIG-101 of Seelthammadhara North Extension layout has constructed apartment in 3 floors 8 portions are completed. He is paying house tax from 2010 onwards. He is paying Electrical charges from 30.10.2007 in the name of allottee" and submitted Xerox copies.

In view of all the above, the matter is placed before the VUDA Board for orders.

A. Whether to issue orders of revocation of cancellation by collecting revocation charges @ Rs.200/- per Sq.Yard as per VUDA Board Resolution No.168, dt.28.04.2007 .

OR

B. To reject the request of the applicant as the allottee failed to construct building in the allotted site by Dec-2006 as per the joint compromise memo dt.25.09.2004 by Lok Adalat, since he has submitted House Tax copy from the year 2010.


VICE CHAIRMAN


CHAIRMAN

VUDA RESOLUTION NO. 118, DT. 15-12-2012

The Board discussed the matter and deferred the subject.


CHAIRMAN