

Complaint to the Authority

[Complaint under section 31 of the Act]

IN THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY OFFICE,
BANDRA MUMBAI

COMPLAINT NO. [REDACTED]

[REDACTED] Complainant

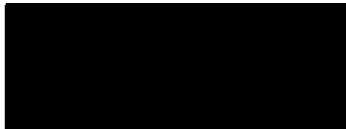
And

[REDACTED] Respondents

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FORM 'A'
[See rule 23(1)]

Complaint to the Authority

[Complaint under section 31 of the Act]

**IN THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY OFFICE, BANDRA
MUMBAI**

COMPLAINT NO. _____ of 2018

[Redacted]

..... Complainant

And

[Redacted]



..... Respondents

Details of claim:-

1) Particulars of the Complainant :-

(a) Name of the Complainant:- [Redacted]

(b) [Redacted]

(c) [Redacted]

2) Particulars of the Respondent:-

(a) [Redacted]

[Redacted]

- (vii) In the event the Promoter fails to enter into and register a fresh agreement with me or for any breach under the said Agreement for Sale by the Promoter, I would have the right to terminate the said Agreement for Sale along with a penalty of 18% on all paid amounts;

(e) Based on the above representations made by the Promoter, I agreed to purchase a flat in the said Building;

I have from time to time communicated to the Respondents that they shall have to register the Agreement to Sale and there has been substantial delay at their end. However, they have failed to do so till date with the intention of defrauding me and in clear breach of their obligations. In the meanwhile it was agreed that [REDACTED] on the 9th Floor in the [REDACTED] of the said Building with an additional area of [REDACTED] i.e., total area of [REDACTED] equivalent to [REDACTED] sqmtrs. (carpet area) (hereinafter referred to as the "said Flat") shall be allotted to me;

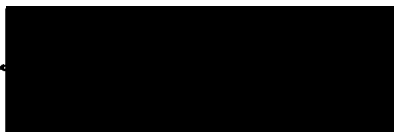
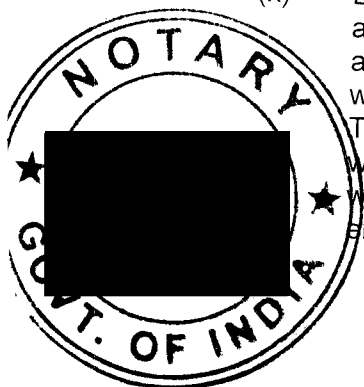
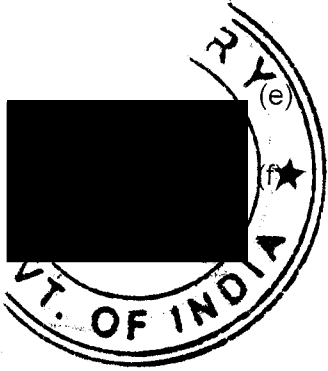
- (g) Further the Respondent circulated a fresh Agreement for Sale on 3rd October 2017 which was absolutely one sided and in contravention of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") laws and therefore I refused to sign the same and requested the Respondent herein to enter into an agreement based on our initial agreed terms. I have time and again met with the representatives of the Respondent no. 1 to address my grievance but the same has fallen to deaf ears;

- (h) Thereafter, on [REDACTED] the Respondent No. 1 addressed an unsigned letter (through mail) unilaterally revising the price of the said Flat to [REDACTED] /- [REDACTED] and calling upon me to execute and register a one sided agreement failing which he threatened to cancel my booking. The letter also contained several facts, which were absolutely a fragment of the Respondents imagination. The Respondents were in blatant disregard of the law in force. A copy of the unsigned letter dated 26th April, 2018 is annexed hereto as **Annexure 2**;

- (i) It is pertinent to note that the construction of the said Building started on or about 5 (five) months ago whereas monies were collected as early as 4 (four) years ago. From the details made available in the Maharashtra RERA website only the excavation work has been completed till date. Although, till now almost 52 of the 81 units have already been booked. Substantial monies have been raised by the Respondents from the public at large. It is clear that majority of the money raised by the Respondents have not been utilised towards construction of the said Building. A copy of the Maharashtra RERA registration details are annexed hereto as **Annexure 3**;

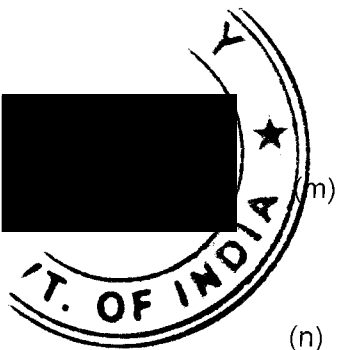
- (j) The Respondents have also provided wrong information on the Maharashtra RERA registration portal mentioning the proposed and revised date of completion of the project as [REDACTED] which is clearly contrary to the Agreement for Sale. No permission was ever sought from me or any other homebuyers for such revision. The Respondents inter alia Respondent Nos. 2 to 5 are clearly in breach of their obligations as Promoters under RERA. It is pertinent to note that the declaration in Form B submitted by Respondent No. 3 in accordance with Rule 3(4) of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 states that the project shall be completed by 31st December 2020. This is contrary to the date of possession uploaded by the Promoters on the Maharashtra RERA portal wherein they have stated that the project shall be completed by 30th June 2021. A copy of the declaration in Form B is annexed hereto as **Annexure 4**;

- (k) During my various meetings I had also expressly agreed to pay the additional amounts towards the incremental carpet area of 10 sq. ft. making the total area of the flat to [REDACTED] (carpet area as per RERA) on pro-rata basis. This was clearly mentioned vide a letter dated 14th May 2018 sent by my Lawyers. The letter clearly pointed out all my grievances and called upon him to comply with all his obligations in a fixed timeline. I say that I have always co-operated with the Respondents herein to register the executed Agreement for Sale or enter into a fresh agreement for sale provided the same is fair and covers the



terms and conditions as was agreed by us under the Agreement for Sale. A copy of the notice dated [REDACTED] is annexed hereto as **Annexure 5**;

(l) I say that the prices of flats in the project have gone up substantially during the passage of time and the Respondents clearly with the intention to earn more monies are trying to terminate my Agreement for Sale and then sell the same for a higher premium. The Respondents failed and ignored to reply to my lawyer's notice dated 14th May 2018 for a long time. The Respondents had no intention of handing over my Flat to me or returning my money, which is clearly evident from their conduct;



Thereafter, I through my lawyers issued another notice dated 22nd June 2018 calling upon the Respondents to finally comply with all my requirements under the original letter dated 14th May 2018. A copy of the notice dated 22nd June 2018 is annexed hereto as **Annexure 6**;

(n) In response to the above reminder letter, the Respondents addressed a mail dated 23rd June 2018 to my lawyers purportedly cancelling my agreement. The mail failed to address any of my concerns and simply proceeded on the basis of lies. Once again the Respondents displayed their disregard for the law. I say that the conduct of the Respondents clearly shows that they have no intentions of completing the project and they have clearly siphoned off monies. In spite of four years having passed they are no-where close to even finishing the construction work. A copy of the mail dated 23rd June 2018 is annexed hereto as **Annexure 7**;

(o) Out of the total consideration, a sum of [REDACTED] rupees was [REDACTED] by me simultaneously with the execution of the [REDACTED];

[REDACTED] I am also agreeable to pay on a pro rata basis for the additional area of 10 sq. ft. that has been assigned to me. In view of the inordinate delay on part of the Respondents, to register the Agreement for Sale of the said Flat, I had been following up with the representatives of Respondent No. 1 and directly with Respondent No. 2. It is pertinent to note that I have been addressed and dealt with extreme harsh and high headed attitude;

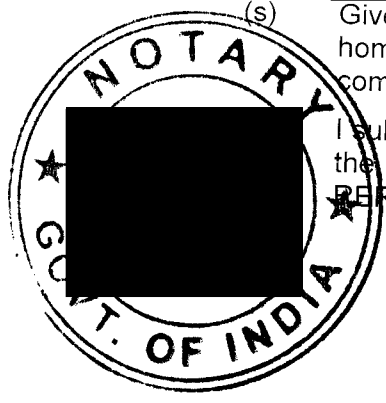
(p) The Respondents have time and again asked me to pay additional amounts towards the purchase of the said Flat which I have refused to pay since a sum equivalent to 30% of the entire Consideration has already been made by me without the Promoter entering into a registered agreement for sale. In terms of the Agreement for Sale executed by us the Respondents have no rights to revise the sale price as was agreed. Also, the Respondent No. 1 has acted totally in contravention of the provisions of the RERA. The act of unilaterally revising the date of possession to 30th June 2021 [REDACTED] consideration to [REDACTED] and/or the act of [REDACTED] to cancel the agreement clearly shows the attitude of the Respondents;

(q) The Respondents have used my money to themselves and from the progress of the project it seems that they have siphoned off all the monies not only from me but also from other gullible homebuyers. The Respondents never intended to complete the project in time and their intention was only to defraud the homebuyers;

(r) [REDACTED]

(s) Given the previous conduct of the Respondents and their attitude towards homebuyers I have all the fear that the Respondents will not be able to complete the project and they will flee away with the money;

I submit that the purported cancellation of my Agreement for Sale in respect of the said Flat is absolutely bad in law and totally contrary to the provisions of RERA; and



[REDACTED]

- (u) I humbly submit that I am a Professor at Indian Institute of Technology Bombay by profession and I need the premises to be used by me and my family at the earliest.

5) **Reliefs sought:-**

In view of the facts mentioned in, the Complainant prays for following reliefs:-

- (a) To direct the Respondents Hand over the possession of the said Flat after obtaining appropriate permissions from concerned authority by 30th June 2019;
- (b) To direct the Respondents to pay me such amount as may be due in terms of the Agreement for Sale to be calculated [REDACTED] from the Possession Date i.e., 31st December 2016 until the actual possession is handed over;
- (c) To take any and all action against the Promoters for the breach of its obligations under RERA and other Rules in this regard as this Hon'ble Authority may deem fit;
- (d) And any other or further relief(s)/advice as this Hon'ble Authority may deem fit and proper; and
- (e) An undertaking by all the Respondents for timely construction and delivery of the project.

6) **Interim order, if prayed for:-**

Pending final decision on the complaint, the Complainant seeks issue of the following interim order calling upon the Respondent No 1 to 5:

- (a) To not transfer, assign, lease or create any right, title interest, charge etc. of any nature whatsoever in the said Flat in favour of any third party/s;
- (b) To declare the purported cancellation of the Agreements for Sale in respect of the said Flat by way of mail dated 23rd June 2018 or otherwise as void;
- (c) To circulate the revised draft of the Agreement to Sale as per the RERA and rules made thereunder within 7 (seven) days of the order;
- (d) Direction to conduct a forensic audit of all the Respondents with regards siphoning of funds;
- (e) To enter into a registered agreement for sale on terms and conditions which were agreed in the Agreement for Sale within a period of 30 (thirty) days of such interim order; and
- (f) To deposit with your good offices the money due and payable by them to me till date as stated above until final disposal of the present complaint.

7) **Complaint not pending with any other court, etc.:-**

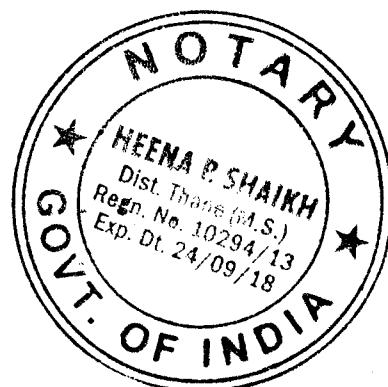
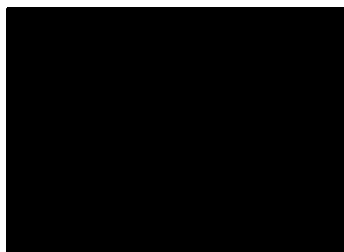
The Complainant further declares that the matter regarding which this complaint has been made is not pending before any court of law or any other Authority or any other Tribunal(s).

8) **Particulars in respect of the fee in terms of sub-rule A(1) of rule 6:-**

- (a) Amount: [REDACTED] and
- (b) Mode:-Bank Transfer/Credit Card.

9) **List of enclosures:-**

Asreferred to hereinabove.



SIGN & RETURN 

VERIFICATION

I, Prof. [redacted] the Complainant do hereby verify that the contents of paragraph 1 to 7 are true to my personal knowledge and belief and that in have not suppressed any material facts.

INDIA

[redacted]

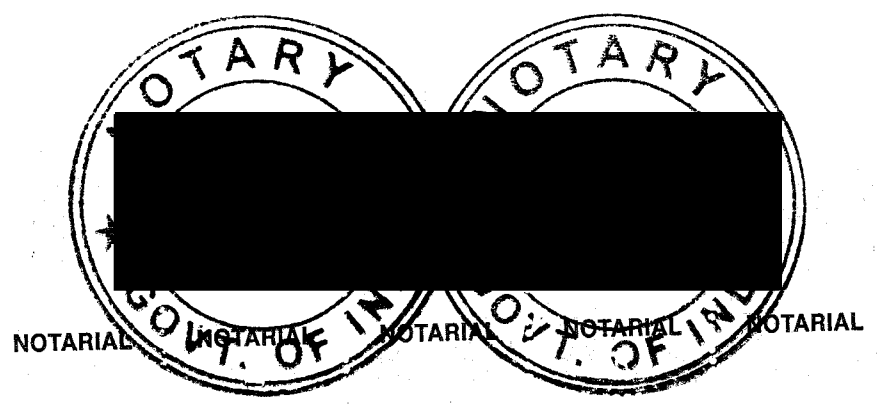
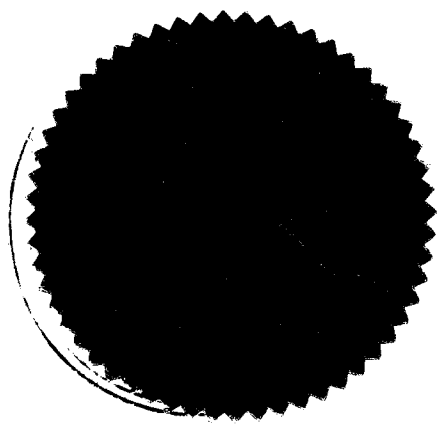
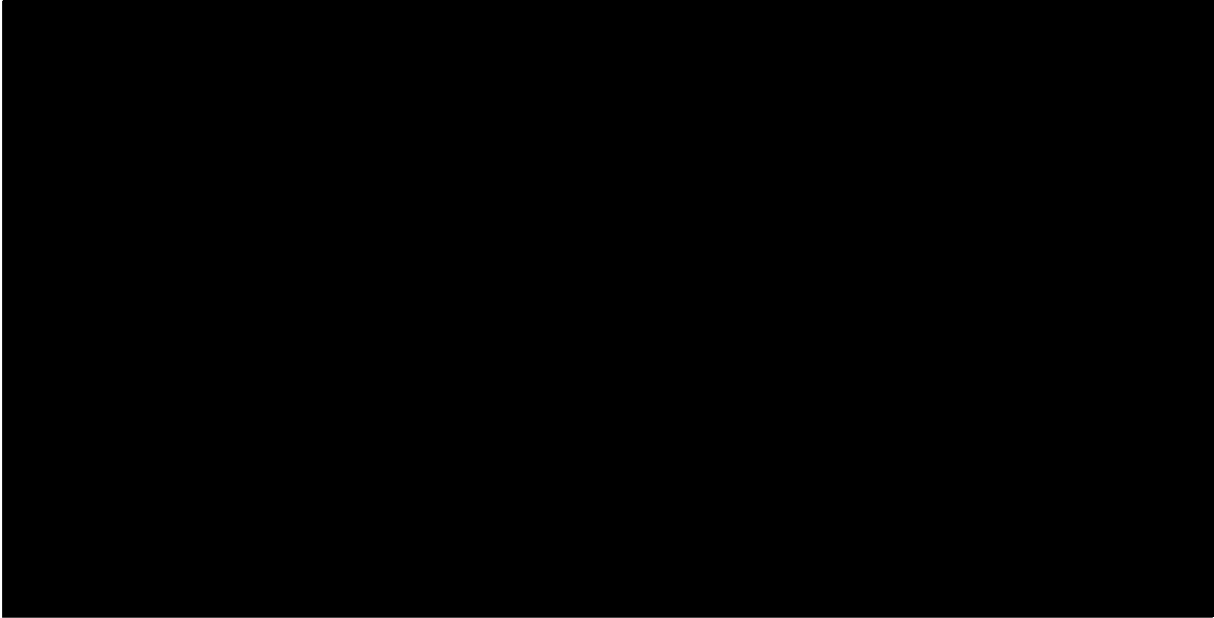
[redacted]

Signature of the Complainant

Place : Mumbai
Date : 12 July 2018

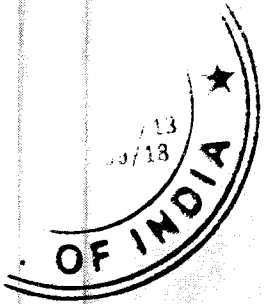
Identified by me:

Before me:



[redacted]

ANNEXURE - 1



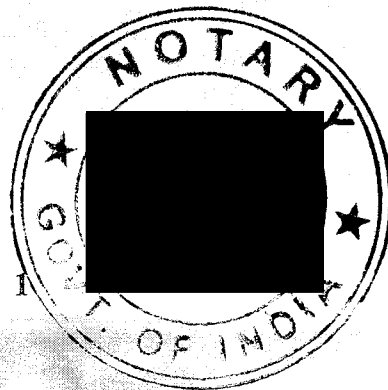
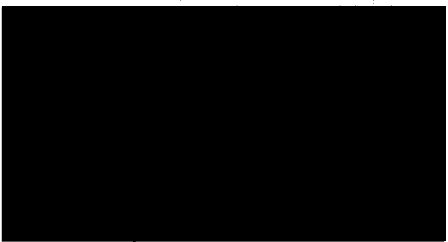
AGREEMENT

THIS AGREEMENT FOR SALE is made and entered into at Mumbai,
On this 04 day of July, 2014.

BETWEEN

[REDACTED] a Partnership
registered under the Indian Partnership Act, 1932 having its office at [REDACTED]

[REDACTED] hereinafter call as "the DEVELOPERS"
(which expression shall unless it be repugnant to the context or meaning thereof be



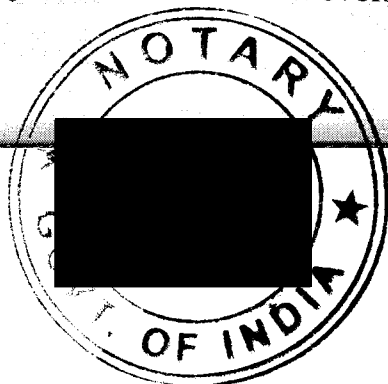
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MAHARASHTRA

AND

[REDACTED] an adult, Indian Inhabitant resident at [REDACTED] 400 076 hereinafter called as "the PURCHASER" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the OTHER PART.

WHEREAS:

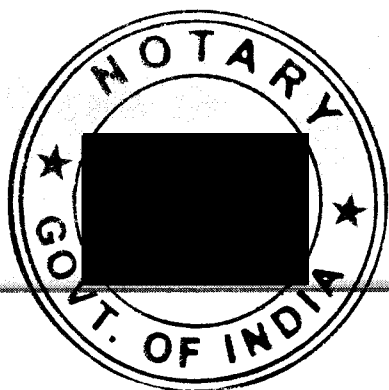
- a) [REDACTED] and others were seized, possessed and/or otherwise well and sufficient entitled to the land bearing Survey No. [REDACTED] Hissa No.5 (part) bearing [REDACTED] admeasuring [REDACTED] square meters situated at Village [REDACTED] within the Registration District and Sub-District Mumbai City and Mumbai Suburban at [REDACTED] 400097, hereinafter referred to as the said Property;
- b) The said property has been fully encroached by unauthorized structure which are in occupation of several occupiers and the said property has been declared as slum area under the provisions of Maharashtra Slum Areas (Improvement, Clearance & Re-Development) Act, 1971 by the Competent Authority;
- c) The occupants of the said property have formed a society in the name of [REDACTED];
- d) By Development Agreement dated January 02, 2006, the said Society has entrusted the re-development work of the said property under the S.R.A. Scheme in favour of the Developers;
- e) By registered Deed of Conveyance dated January 09, 2007, the said [REDACTED] and Others sold and conveyed the said property in favour of the Developers;



permitting the Developers to develop the said property under the S.R.A. Scheme, subject to the terms and conditions as set out therein;

The Slum Rehabilitation Authority (SRA) has approved the re-development and issued [REDACTED] dated 03/11/2011 on the terms and conditions stipulated therein;

- h) The S.R.A. has issued Commencement Certificate bearing Ref. No. [REDACTED] dated 01/12/2012 in respect of Rehabilitation Building up to Plinth Level and the Developers have commenced construction of Rehab Building;
- i) The Developers propose to construct Sale Component Building consisting of Ground (Part) + Stilt (Part) + 35 Upper floors upon procuring necessary sanction and approval of the Building Plans from the S.R.A.
- j) The Purchaser intends to purchase from the Developers and the Developers intend to sell to the Purchaser, a flat premises in the said Sale Building to be constructed thereon on mutually agreed terms and conditions stipulated herein;
- k) That since the approval of Building Plans in respect of Sale Building is under process with the Development Authority, the identification of Flat No./Area etc. under sale is not possible to be ascertained and such, the parties are unable to execute a registered Agreement for sale in respect of the flat proposed to be purchased in the said Sale Building;
- l) The parties have thereof mutually agreed and decided to enter into the present Agreement in order to crystallize their deal on the terms hereinafter appearing;



hce

W

[REDACTED]

1. The Developers hereby agree to reserve a flat in the Sale Building under construction in the name of Purchaser @ value [REDACTED] for a flat of [REDACTED] of Carpet Area, including Car Parking.

2. PAYMENT:

a) That on or before execution of these presents, the Purchaser has paid and advance amount of [REDACTED] - (Rupees [REDACTED] i.e., 20 % of the value of the flat to the Developers towards part consideration of the flat to be purchased, receipt whereof is hereby admitted and acknowledge by the Developers;

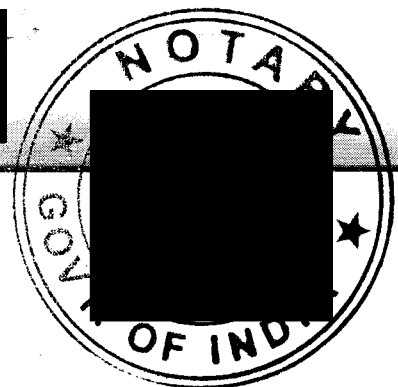
b) [REDACTED] i.e., 05 % of the value of the flat to be paid by the Purchaser to the Developer within 15 days from the receipt of I.O.D. from the office of SRA of Rehab Building;

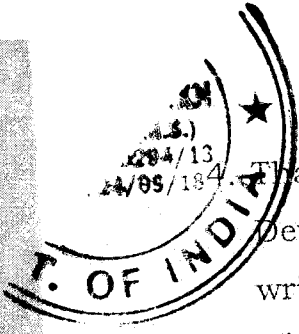
c) [REDACTED] i.e., 05 % of the value of the flat to be paid by the Purchaser to the Developer within 15 days from the Commencement of work at the site of the Rehab Building;

d) Balance [REDACTED] of total consideration to be paid through Home Loan from Bank/Other Institution(s), with tripartite agreement subject to the approval by the concerned Bank/Other Institution(s) for the said project;

3. That the Developers hereby agree and assures to the Purchaser that they shall procure the sanction and approval of the Building Plans of the Sale Building within the period of 3 months from the completion of the Plinth area of the Rehab Building;

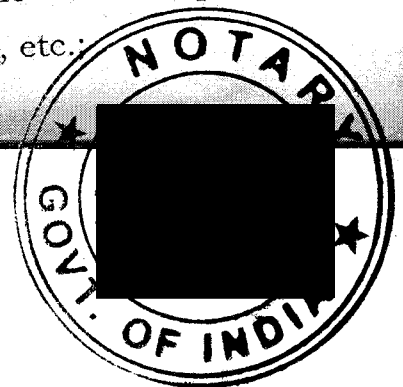
[REDACTED]

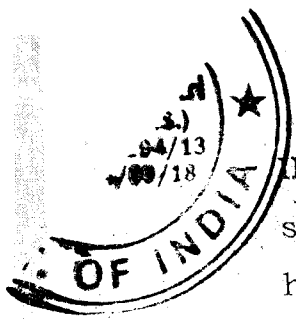




That on procuring sanction and approval of the building plans, the Developers hereby agrees and undertakes to inform the Purchaser in writing and shall execute necessary registered Agreement for sale with the Purchaser as provided under the Maharashtra Ownership Flats Act;

5. That Pursuant to the aforesaid deal, the Developers shall allot a flat in the Sale Building in favour of the Purchaser as may be mutually agreed by and between the parties;
6. That the advance payment made under the present Agreement shall be treated as advance earnest money in respect of the proposed flat to be purchased at the time of execution of the registered Agreement for sale between the parties;
7. That under no circumstances, the Developers shall enhance/increase the consideration amount, i.e., aforesaid rate of square feet (Carpet) area and the said rate is final and binding upon the parties;
8. Advocate fees, stamp duty, registration charges and any other taxes to be borne by the purchaser;
9. The Developer confirms that they shall give the possession of the booked flats by [REDACTED] with 03 months' grace period. If in case the Developer fails in giving possession by [REDACTED] 2016 then in such event the Developer shall pay a penalty of [REDACTED] (as a Rental Value) till the actual possession;
10. That in case of any delay in procuring the approval of building plans\ by the Developers; the Purchaser shall have the option of recalling their aforesaid advance payment made from the Developers along with interest @ 18% per annum;
11. The Developers hereby indemnify, and keep indemnified the Purchaser against any defect in title of the property and/or procurement of development permission, etc. [REDACTED]





IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, month and the year first hereinabove written.

SIGNED AND DELIVERED by the

Within named "DEVELOPERS"

[Redacted signature]

[Redacted signature]

through its Partner

[Redacted signature]

[Redacted signature]

In the presence of.....

[Redacted signature]

SIGNED AND DELIVERED by the

Within named "PURCHASER"

[Redacted signature]

[Redacted signature]

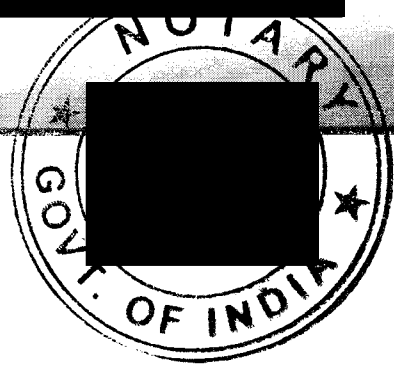
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WITNESSES:

- 1. [Redacted signature]
- 2. [Redacted signature]

[Redacted signature]

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राज्य बैंक ऑफ इंडिया
State Bank Of India

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को या उसके आदेश पर OR ORDER

PAY

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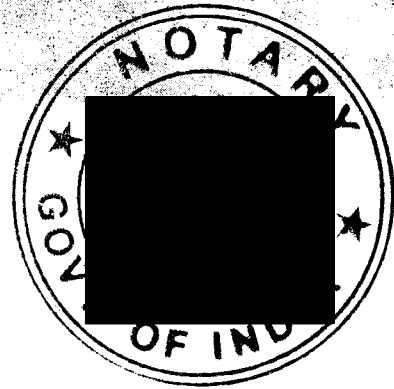
Prefix:
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Valid upto ₹ 10 Lacs at Non-Home Branch

MULTI-CITY CHEQUE Payable at Par at All Branches of SBI

Please sign above

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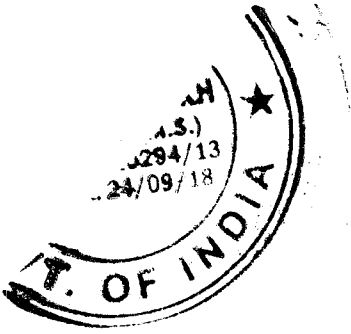


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ANNEXURE - 2

14



Date: 26/04/2018

Sub: Reply of your letter.

Dear Sir,

We have received your above subject letter by email from you. Which we reply as under and replying your letter does not mean that we have accepted your letter and it's content.

To reply 1st para, that let we make it very clear that we haven't deal with you individually and your was group booking along with AAI member's in our project, A group headed by [REDACTED] and you were with them and whatever was decided it was decided in general meeting and agreed upon so the price was not settled with you but with the group.

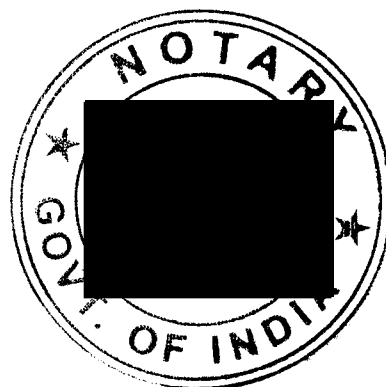
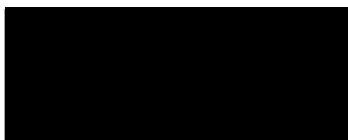
Para - 2 this price was discussed between us by you and other IIT member's along with Mr. [REDACTED] in the office of [REDACTED] Where you along with all your IIT group and on their behalf you discussed and clarified the rate and over above you have asked for input credit on GST from us which was agreed and given to the entire group and the lumpsum consideration was fixed after giving all benefit to the group, and at the same time it was decided that Nobody will cancel their booking as we have given benefit to all members and, if any cancelation comes in that case his paid amount shall be return in three installment of 1 month each, PDC will be given and this was agreed in the November 2017. The meeting held at [REDACTED]

We have sent you draft of "Agreement for Sale" vide email dated 2/12/2017 after deciding and it was agreed that entire group will pay stamp duty & Registration and execute the Agreement with builders and start paying the decided Amount of [REDACTED] to the developer and completion of transaction was decided 2 months time by you and the entire group.

The entire AAI group member's have executed their Agreement by paying us [REDACTED] as decided in the meeting except your IIT group of 7 to 8 members.

To reply your para-3- and it's 1 to 7 point are baseless allegation and you have come with malafied intention which we completely reject your claim.

You along with [REDACTED] and 2 others had come to our office in month of March 2018 along with [REDACTED] to discuss the matter that most of you want to cancel the booking and want your money back as some of your IIT's members got retired hence, They don't want to continue and we have clearly told you all that we are ready to refund your EMD in 3 installment as agreed and give you PDC and with this [REDACTED] told you all that as per group decision the member who is cancelling their booking will not get any interest on their EMD. They will get only paid Amount which





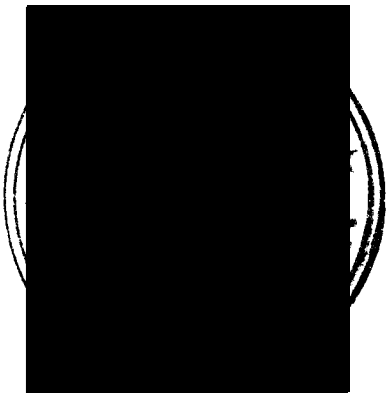
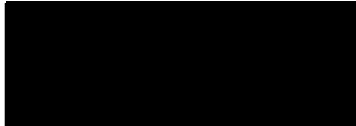
you and your member agreed as per meeting. Now you are giving this letter just to blackmails us with your malafied intention.

We have sent you a draft agreement after discussing the complete point which you are raising in your this letter and after finalizing the terms. We have sent you email on 2/12/2017. Till date you have not raised any voice, now when almost everybody has paid their dues and completed their transaction your IIT group is now trying arm twisting tactic with us, Which is not acceptable and we completely reject your claim of letter and cancel you booking and request you to collect your cheque from our office from Monday to Friday between 11am to 5 pm with prior appointment as your all showed your inability to go ahead with booking and we agreed in the meeting with you to the cancellation, the same was agreed by confirmed with you and [REDACTED] and it was decided to refund your EMD only and agreed by you.

Hence your letter is false, baseless and with malafied intention to extort money from us by this arm twisting tactic, we completely deny your allegation and reject your claims.

Please do come and take you cheque with prior appointment as we have agreed for cancellation without any cost and interest to be paid to you and your group as decided. We are following the decision made in the meeting.

Thanking You.





Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :

Project: [REDACTED] Plot Bearing / CTS / Survey / Final Plot No.: [REDACTED] at [REDACTED]

1. [REDACTED] having its registered office / principal place of business at Tehsil: [REDACTED]
2. This registration is granted subject to the following conditions, namely:-
 - ◊ The promoter shall enter into an agreement for sale with the allottees;
 - ◊ The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - ◊ The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

 - ◊ The Registration shall be valid for a period commencing from 22/08/2017 and ending with 30/06/2021 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - ◊ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - ◊ That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid



Dated: 22/08/2017

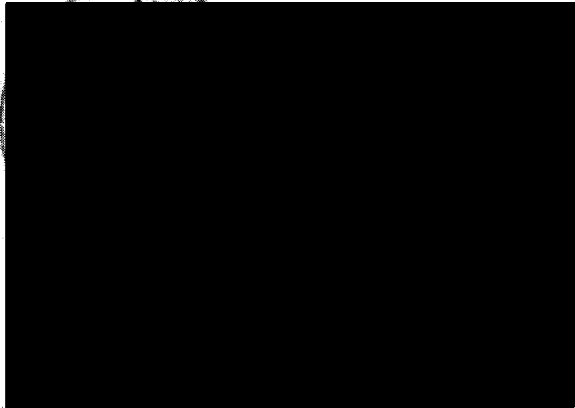
Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



महाराष्ट्र MAHARASHTRA

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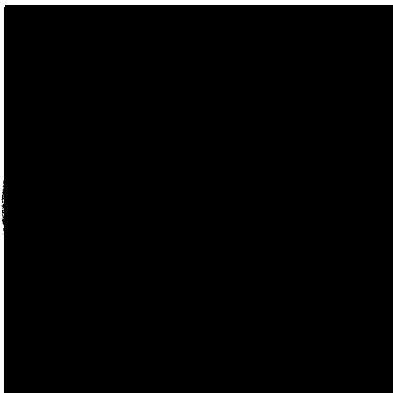
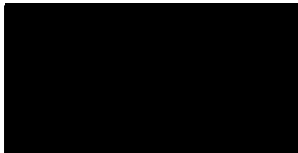
FORM 'B'
[See rule 3(4)]

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE
SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY
THEPROMOTER

Affidavit cum Declaration

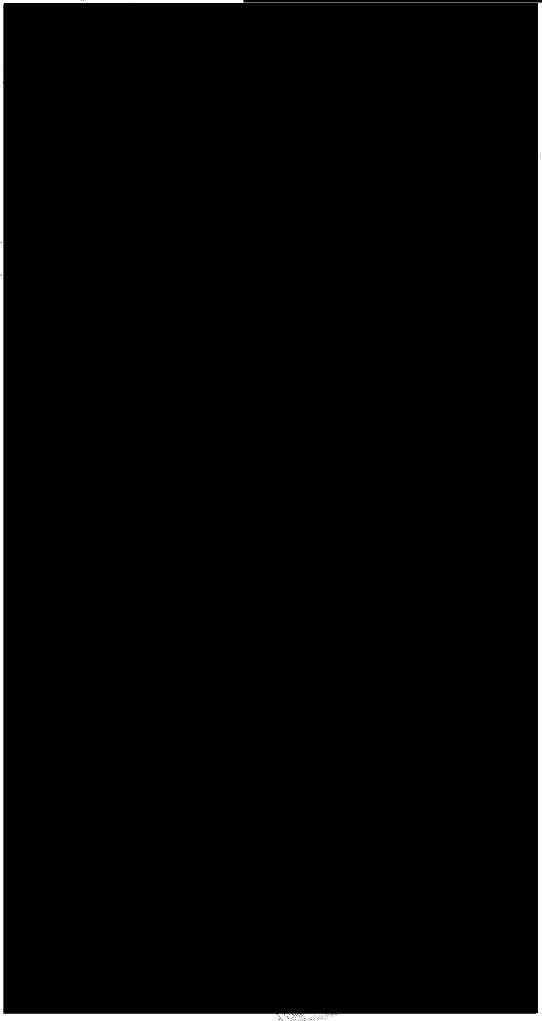
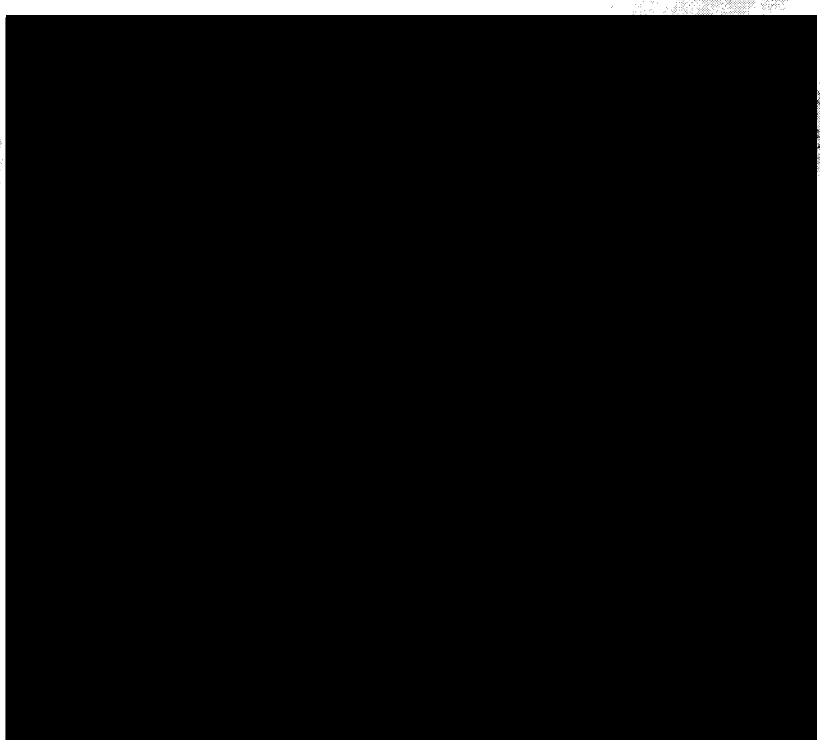
Affidavit cum Declaration of [redacted] promoter of the
proposed project [redacted] on plot bearing [redacted] of
[redacted]

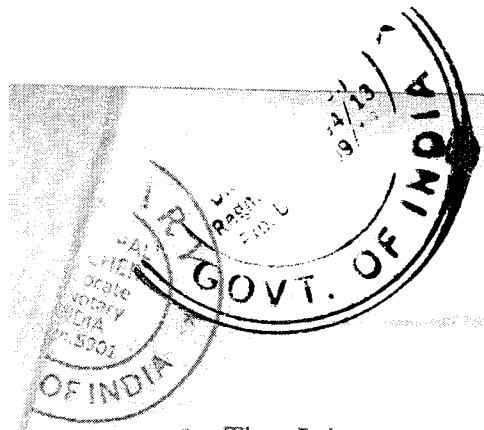
I, [redacted] partner of [redacted]
[redacted] promoter of the proposed project do hereby solemnly declare, undertake
and state as under:



INDIA
T. OF INDIA

GOVT.





1. That I / promoter have / has a legal title Report to the land on which the Development of the project is proposed.

AND

a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

- 2. That the project land is free from all encumbrances.
- 3. That the time period within which the project shall be completed by me/promoter 31.12.2020 from the date of registration of project;
- 4. (a) For ongoing project on the date of commencement of the Act

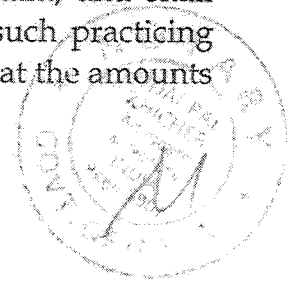
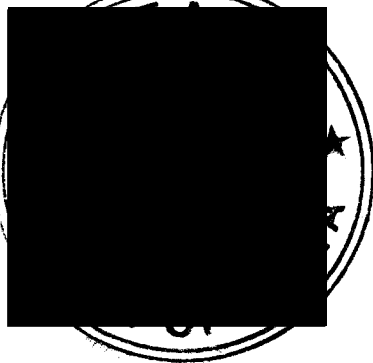
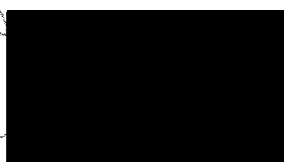
(i) That seventy per cent of the amounts to be realized hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

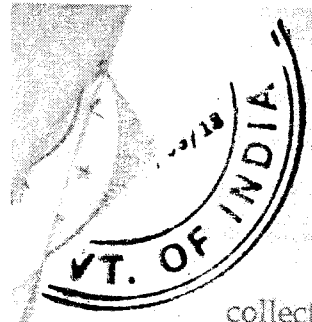
OR

(ii) That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

5. That the amounts from the separate account shall be withdrawn in accordance with Rule 5 of Maharashtra Real Estate (Regulation and Development) (Registration of Real estate projects, Real estate Agents, Rates of Interest and Disclosure on Website) Rules, 2016.

6. That I / the promoter shall get the accounts audited within six months after the end of every financial year by a practicing Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such practicing Chartered Accountant, and it shall be verified during the audit that the amounts





collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

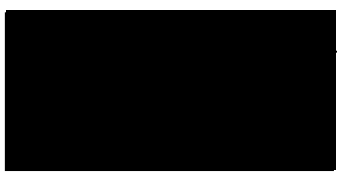
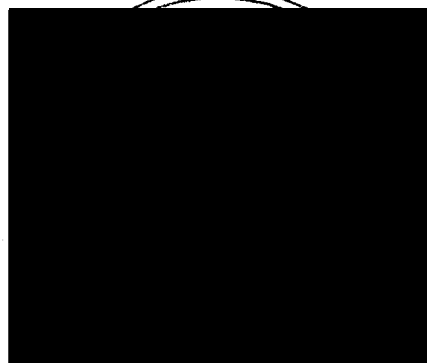
- 7. That I / the promoter shall take all the pending approvals on time, from the competent authorities.
- 8. That I/ the promoter shall inform the Authority regarding all the changes that have occurred in the information furnished under sub-section (2) of section 4 of the Act and under rule 3 of these rules, within seven days of the said changes occurring.
- 9. That I / the promoter have / has furnished such other documents as have been Prescribed by the rules and regulations made under the Act.
- 10. That I/ the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

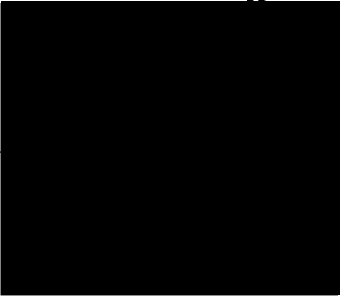


Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at _____ on this _____ day of _____

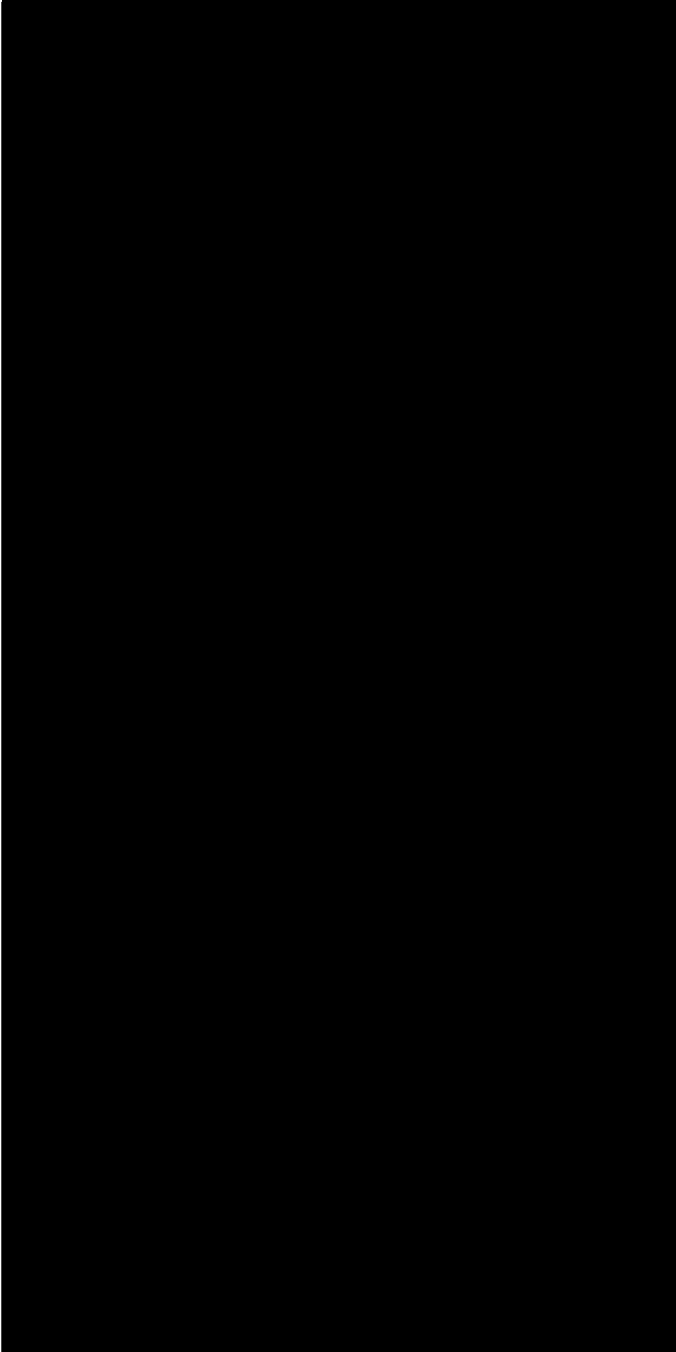




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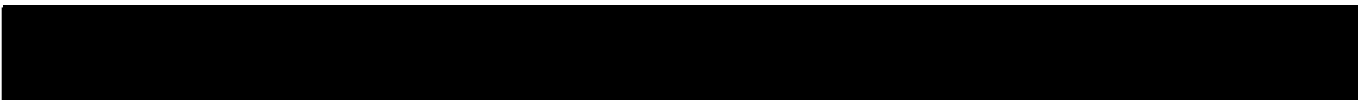


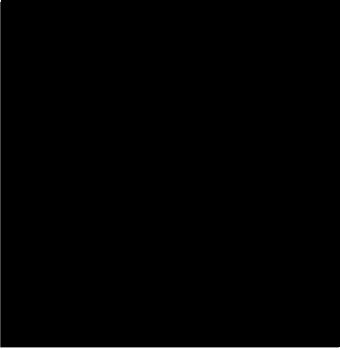
BY HAND DELIVERY/ REGISTERED A.D.



Dear Sirs/Madam,

Sub: (i) Residential flat in the building in the project known as [redacted] being Flat [redacted] admeasuring [redacted] in Phase I along with car parking space (hereinafter referred to as the "said





14th May 2018

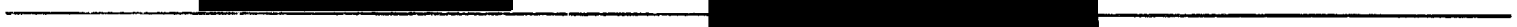
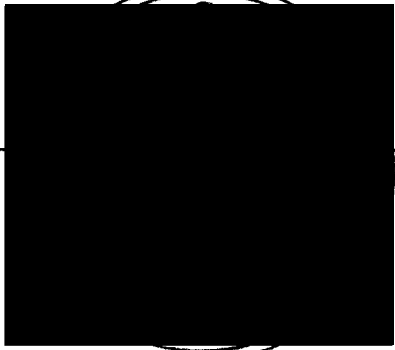
Flat") situate at [Redacted] District
Mumbai Suburban within Greater Mumbai and in the registration district and



(ii) Your e-mail attaching therewith unsigned letter dated 26th April 2018 ("Reply")

We are concerned for our client, [Redacted] residing at [Redacted]
[Redacted] under whose instructions we state
as under:

- 1) At the outset, our client denies the allegations and the facts setout by you in the Reply as the same are false and baseless. Our client states that you have suppressed the true and correct facts and have setout limited information to suit your case. Our client once again repeats and reiterates what has been setout by him in his email dated 20th April 2018 ("Notice"). The Reply has conveniently ignored to address any of the issues as raised by our client and proceeds by mentioning things which are totally irrelevant to the issue at hand and devoid of any merit.
- 2) With reference to paragraph 2 of your Reply, our client states that you have executed an agreement with our client directly i.e. Agreement dated 4th July 2014 ("Agreement") for an agreed value of [Redacted] [Redacted] Only) and this entire contention of group booking holds no water. Our client is making it clear that as a home buyer he has absolute right to make his own decisions and choose his own course of action. Our client further states that he is baffled by the manner in which the entire story of this group purchase has been built up by you as you have no ability to respond to the Notice on facts and merits. The Reply send by you is a clear indication of highhandedness with which you deal with clients.
- 3) With reference to paragraph 3 of your Reply, our client vehemently denies the contents thereof. Our client further states that neither was there any AAI or IIT group for this purpose that he was aware of and that the group, if any, was an informal gathering of buyers who were interested in buying units in a common project and hence, no decisions taken by them are binding on our client. Our client further states that he sees no merit in mentioning random names and decisions taken by third parties and pushing the same to our client. Our client also states that if he decides to cancel the booking he has all the right to take an independent decision with regards the same and the same will have to be adhered by you as per the prevailing law for the time being in force. The tenor of the letter in no way appears to be that of the developers who has failed to honour his commitments on all counts but in the rather it's a blatant attempt on your part of coerce our client to do things.
- 4) With reference to paragraph 4 and 5 of your Reply, our client denies the content thereof in toto. Our client states that the draft of the "Agreement for Sale" sent vide e-mail dated 3rd October 2017 was not at all a fair draft and absolutely one-sided and has many misrepresentation (s) /clause (s) which are not agreeable to our client. It failed to mention any of the terms and conditions agreed between yourself and our client. Further, our client



f 5

14th May 2018

denies having agreed to pay the monies towards the Stamp Duty and Registration charges for execution of the Agreement for Sale since the terms and conditions of the said Agreement are not acceptable and agreeable to our client. Our client would also like to bring to your notice that the draft of the "Agreement for Sale" as circulated by you is not as per the prescribed format as per the Real Estate (Regulation and Development) Act, 2016 ("RERA"). Our client would also like to bring to your notice that he is well within his rights to not execute a document if it is not a fair draft inspite of the fact that some of your claimed AAI group members have executed it. Our client further states that he had brought to your notice that he has already paid an amount equal to more than 29% of the entire consideration amount for the Flat despite only 5% of the project work being done on ground inspection by us in March 2018 and hence he refused to pay the additional amount. Our client basis the discussions in the meeting held in the month of March 2018, requested you to register the Agreement for Sale subject however, to incorporation of the terms and conditions mutually agreed between yourself and our client. Please be aware that pending the execution and registration of the above document you are not allowed to collect any further amount from our client. Infact you are already in breach of RERA wherein you have received more than 10% of the total consideration without executing and registering the Agreement for Sale. So, seeking for any further payment is nothing but mere extortion on your part to extract money from our client and harass him at the same time.

- 5) Our client states that pursuant to the agreed terms between him and you, there was an obligation on you to give the possession of the booked flats by 31st December 2016 with 3 months grace period. You had further agreed that in case the possession of the booked flats is not given by 31st December 2016, then in that event, you shall pay a penalty of [REDACTED] (as a Rental Value) till the actual possession more particularly set out in **Clause 9** of the Agreement.
- 6) Based on the representations made by you, our client agreed to purchase a unit hoping that the possession and the delivery of the flat along with all amenities and facilities and statutory compliances as required in law and as promised by you would be delivered and handed over to our client by 31st December 2016 with 3 months grace period.
- 7) Based on the representations and assurances made by you, our client was influenced and induced into purchasing a flat more particularly the premises being [REDACTED] admeasuring [REDACTED] (Carpet Area as per RERA) on the [REDACTED] in Phase I, [REDACTED] along with car parking space in pit/mechanical (to be identified and earmarked at the time of handing over possession of the flat) whose possession was to be handed over to our client by 31st December 2016. However, the possession of the aforesaid flat is still not handed over to our client. The Reply in no way has dealt with the point that there has been a huge delay at your end in handing over of the possession of the said flat and your statutory and contractual obligation to pay interest on delay.
- 8) With regards paragraph 7 & 8 of the Reply, our client denies the content thereof in toto and puts you to strict proof thereof. Our client once again repeats and reiterates the contents of paragraph 3 hereinabove. Infact, it is clear that this entire story has been devised by you to wriggle out of your obligation and when the prices of the property in that

f 5

14th May 2018

area has increased you want to cancel our client's booking and sell his flat for a higher amount to a third party. Our client states that it is clear from your actions that it was your intention right from the inception to defraud our client and never to hand over any premises to him. The moment our client exercised his rights you cooked up some concocted story with the sole intention of cheating our client. This is absolutely breach of our clients trust and a clear case of fraud played on our client.

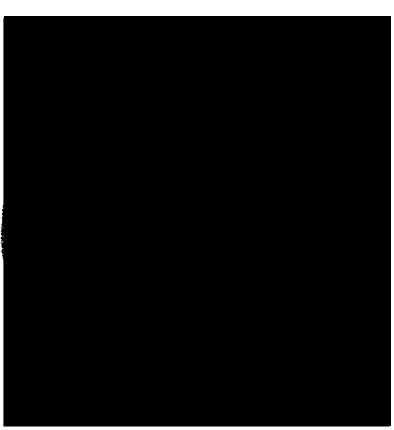
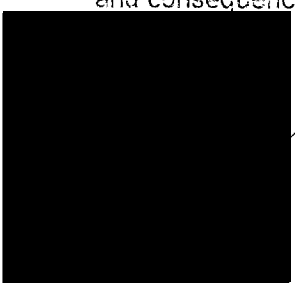
- 9) Our client is an innocent and gullible consumer who has invested his hard earned money and life savings in order to purchase the said flat, based on the assurances, representations and promises made by you to him. Clearly, the assurances, representations and promises made by you are/were bogus, sham and without any semblance of doubt aimed at wilfully and with *mala fide* intentions, defrauding and cheating our client. Your dismissive and defiant attitude towards addressing our clients' legitimate concerns is apparent with a clear and deliberate intent to cheat and defraud him of his monies. As is apparent, your conduct is in clear violation / breach of several laws.
- 10) Our client states that as per the agreed schedule in the Agreement dated 4th July 2014 an amount of [REDACTED] is due and payable by him to you. He further states that he is willing to pay the difference and/or additional amounts towards the incremental carpet area of [REDACTED] making the total area of the flat to [REDACTED] (carpet area as per RERA) on pro-rata basis in the Agreement dated 3rd October 2017. This is again subject to actual verification of the area on ground.
- 11) In the aforesaid circumstances, our client calls upon you to forthwith comply with the following:
 - (a) Pay the compensation of [REDACTED] for delayed possession of the flat, calculated for 12 months at [REDACTED] Thousand Only) per month for delay in possession till the date of this letter. This is without prejudice to our client's right to receive further compensation for any further delay that may be caused;
 - (b) Furnish a copy of the draft Agreement for Sale as prescribed under RERA for our client to peruse and give necessary comments;
 - (c) Furnish the approved plan sanctioned by the competent authority in respect of the proposed flat to prima facie establish the carpet area being 619 sq.ft. which you have proposed to allot in Building E; and
 - (d) Request you to send the list of banks which have approved the project since we might apply for loan to pay the balance consideration minus the penalty receivables. We further call upon you to register the Agreement for Sale as will be mutually agreed at the earliest.
- 12) Upon fulfilment of the above our client shall proceed with the execution and registration of the Agreement for Sale and make all necessary payments as per the agreed schedule. In the interim, we on behalf of our client state that the Agreement is valid and subsisting you shall not deal with our clients flat in any manner whatsoever.



ST. OF I.
Page 5 of 5

14th May 2018

13) In view of the above, we on behalf of our client once again calls upon you to immediately comply with all the requirements as setout in para 10 hereinabove failing which we have pre-emptory instructions to initiate appropriate legal proceedings against all of you both civil and criminal and proceedings before other applicable authorities at your risk as to cost and consequence which please note.

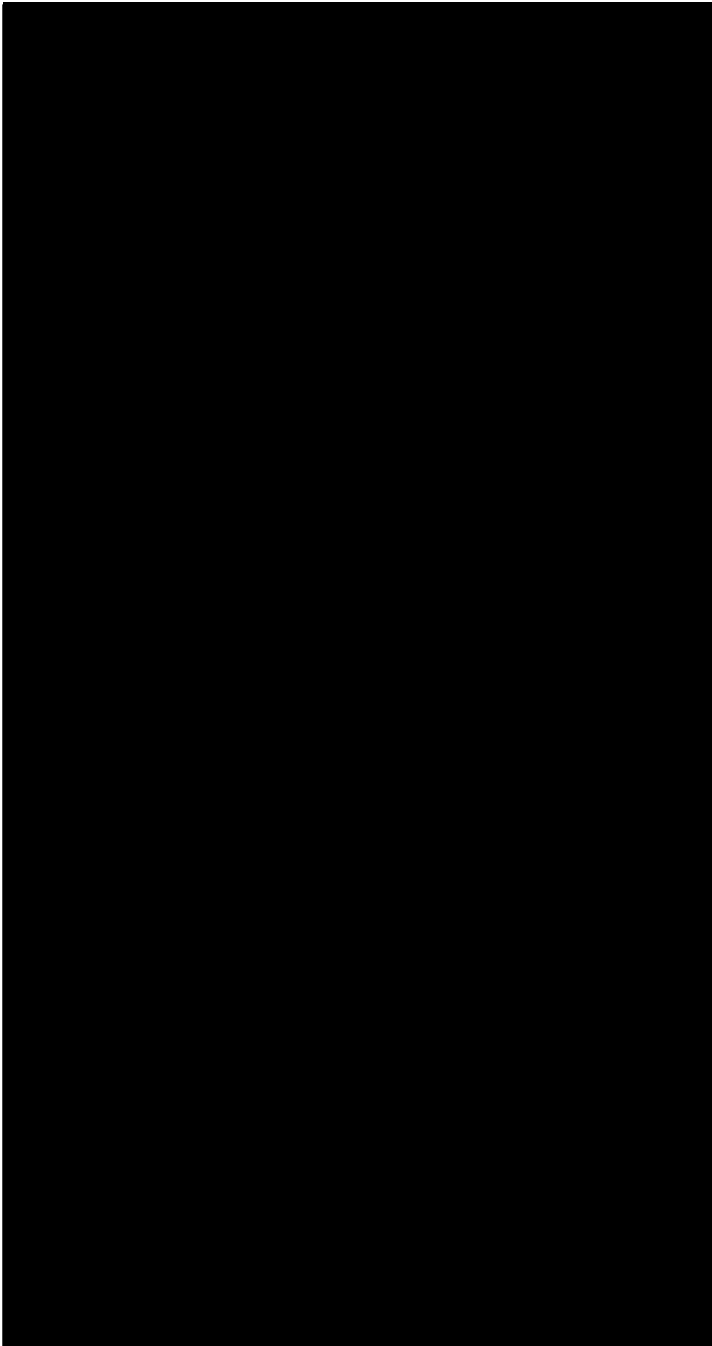




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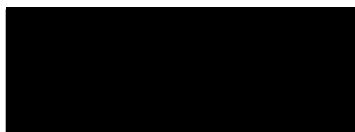


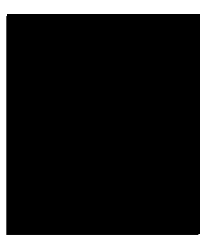
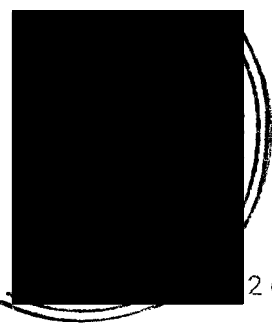
BY REGISTERED A.D.



Dear Sirs/Madam,

Sub: (i) Residential flat in the building in the project known as [redacted] being Flat [redacted] admeasuring [redacted] on the [redacted] in Phase I along with car parking space (hereinafter referred to as the "said Flat") situate at [redacted]





2 of 2

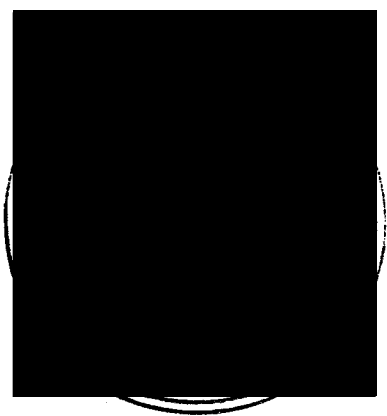
22nd June 2018

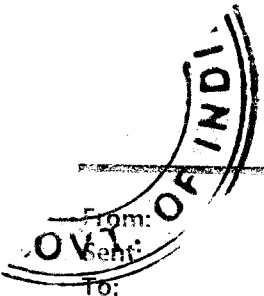
Suburban within Greater Mumbai and in the registration district and sub-district of Bombay City and Bombay suburban bearing [redacted] bearing City [redacted] to [redacted] admeasuring [redacted] (hereinafter referred to as the "said Premises")

- (ii) Your e-mail attaching therewith unsigned letter dated 26th April 2018 ("Reply")
- (iii) Our Letter dated 14th May 2018 bearing reference no. [redacted] ("Notice")

We refer to the abovementioned Notice issued by us for our client [redacted] residing at [redacted]

A period of more than 40 days has elapsed and you have failed to reply to our notice, thereby accepting all the allegation and contentions setout therein. In view thereof, we finally call upon you to comply with all the requirements as setout therein within a period of 7 days from the date hereof failing which we have pre-emptory instructions to initiate appropriate legal proceedings against all of you both civil and criminal and proceedings before other applicable authorities at your risk as to cost and consequence which please note.





From: [Redacted]

Sent: 24 June 2018 22:24

To: [Redacted]

Cc: [Redacted]

Subject: RE: Letter from [Redacted]

Dear Sir,

We acknowledge the receipt of your below e-mail.

We are in the process of taking instructions from our client and shall send a detailed response to your e-mail dated 23rd June 2018.

We deny all the statements and contentions of your below e-mail and hence, the same cannot be construed as admitted.

In the meanwhile, we call upon you to refrain from creating any third party rights in respect of our client's premises.

Regards,
Sonam

From: [Redacted]

Sent: 23 June 2018 14:54

To: [Redacted]

Subject: Re: Letter from [Redacted]

Sub: Reply your E-mail dated & letter dated 14.05.2018

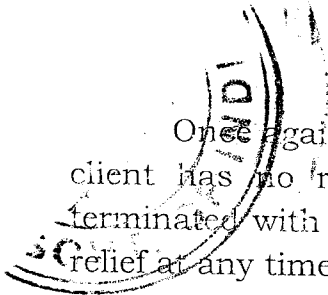
Sir/Madam,

We have received your letter 14.05.2018 alongwith email in which you have written your client's say, as we were not in town and could not reply the same, now we have received your email on 22.06.2018 stating that a period of 40 days has elapsed and you have accepted all the allegation by not replying the same, for that we have to reply that we don't accept allegation and contention of your letter dated 14.05.2018, all your allegation is false, frivolous and baseless without any content and does not fit for reply. We are not here to buy your client false story. They are defaulter's and requested to cancel their booking as they are not in position to pay further and some of them are retired and this was decided in the meeting in a group which we have already mentioned in our reply to your client, and we stand by our reply.

Your client have no right and claim on the said booking and all writing between us with your client has been terminated, now we say booking of your client is terminated and request you to ask your client to collect their cheques from our office on any working day between 11.30 am to 5.30 pm with prior appointment.

[Redacted]

[Redacted]



Once again we deny all your allegations of both your letter and emails, as your client has no right, title and interest in the said booking as their booking is terminated with their consent in the meeting, Hence no question of giving them any relief at any time, which they are not liable for.

Once again we say your entire letter is cooked up story, false, baseless and deny the same, you are requested to send your client to collect the refund cheque or provide us their bank details so that we can transfer their amount back to them.

Booking of [redacted] situated at [redacted] Stand terminated please note.

Your's Faithfully,

On Mon, May 14, 2018 at 10:49 PM, [redacted] wrote:

Dear Sir,

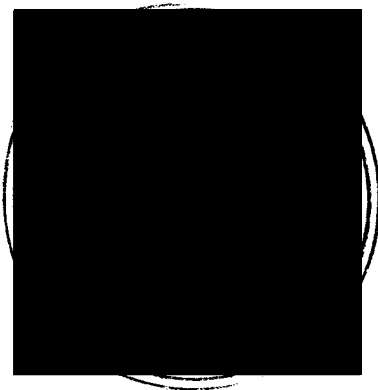
We are concerned for our client, [redacted]

Please find attached the letter on our clients' behalf as and by way of service upon you.

Thank you.

Regards,

[redacted]



[redacted]
[redacted]

Mumbai | New Delhi | Bengaluru

Mumbai:

[redacted]

[redacted]



Mumbai, Dispute Resolution:



*IFLR
Recommended*

Firm 2016



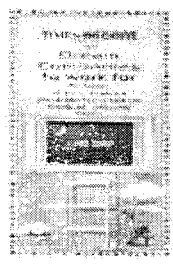
*RSG India
Ranking 2017*



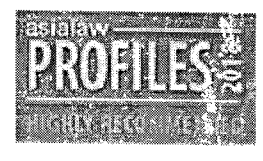
*India Business
Law Journal*



*World HRD
Congress 2017*



Asialaw Profiles



*Global
Chambers*



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