

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000089813

Vijay Gwalani  
Jagdish Bathija

... Complainants

Versus

Skystar Buildcon Pvt. Ltd.  
MahaRERA Regn: P51800002637

... Respondent

**Coram:** Shri. Gautam Chatterjee, Hon'ble Chairperson

Complainant: Mr. Jagdish Bathija, was himself present a/w Mr. Mukesh Zende, Adv.  
Respondent was represented by advocate/s of M/s. Kunga & Co.

**Order**

February 13, 2020

1. The Complainants have stated that they have booked an apartment bearing no: Unit No. 2904 – Tower 1A in the Respondent's Project Sunteck City Avenue 2' located at Goregaon, Mumbai via Booking Confirmation Letter in March 2018 and have made payments towards the consideration price of the said apartment. The Complainants have alleged that they later came to know that at the time of booking the Respondent did not have the requisite approvals for the floor on which the Complainants apartment is located and therefore were not entitled to offer for sale the said apartment. Further, they have alleged that the Respondent has failed to execute and register the agreement for sale even after accepting substantial amounts towards the consideration price of the said apartment. They have also alleged that the view promised by the Respondent from the said apartment is no longer available as the same is being blocked by another tower being constructed. Therefore, the Complainants have stated that the Respondent's be penalised for violations of sections



3, 4, 5, 11, 12, 13, 14 and 16 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said Act) and that the Respondent be directed to refund the amounts paid by them along with interest and compensation.

2. The learned counsel for the Respondent submitted that the Respondent has registered the said project in August, 2017 with MahaRERA for up to 44 super flat structures proposed to be constructed and therefore, there was no restriction in accepting the booking application of the Complainant for the 29th Floor of the Project and they had uploaded the sanctioned approval and plans approved by the competent authority which were up to the 20<sup>th</sup> floor and which were accordingly available in public domain. Therefore, he submitted that at the time of booking of the said apartment in March 2018, the Complainant was well aware of the approved plans for the said project. Further, he submitted that the Respondent has on July 9, 2019 obtained the commencement certificate for the construction of the additional floors from 21<sup>st</sup> to 29<sup>th</sup> and accordingly, the Respondent is willing to execute and register the agreement for sale with the Complainants. Further, he submitted that the Respondent has on various occasions asked the Complainants to come forward and execute and register the agreement for sale but the Complainants have delayed the same. He also submitted that the Respondent has already resolved the issues regarding the view from the said apartment with the Complainants, as at no point had the Respondent promised any clear view to the Complainants and the Complainants have confirmed the same via email dated July 5, 2018. Further, he submitted the Respondent has offered an apartment on a higher floor to the Complainants, however, the Complainants would be required to pay additional charges, as applicable.
3. The Respondent has made has made written submissions dated August 13, 2019 which is annexed to this Order as "Annexure A",
4. The Complainants have filed Rejoinder dated August 23, 2019 to the Complaint which is annexed to this Order as "Annexure B".
5. Sections 4 and 11 of the said Act read with Rule 3 of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interests and disclosures on website) (Amendment) Rules, 2016

provide for the Promoter to register not only sanctioned development but also proposed development and the Promoter is required to update the information pertaining to the same on a quarterly basis on their registration webpage.

6. On review of the Respondent's registration webpage it is observed that the Respondent has registered the said project for up to 44 super slab structures proposed to be constructed and has also uploaded the sanctioned and approved plans accordingly.
7. The Complainants have failed to show any violations of the said Act and the rules and regulations made thereunder by the Respondent.
8. In view of the above, the parties are directed to execute the agreement for sale as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder within 30 days from the date of this Order.
9. In case, the Complainants intend to withdraw from the said project the refund if any shall be guided by the terms and conditions of the said booking letter.
10. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA

BEFORE THE

HONOURABLE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

AT MUMBAI, MAHARASHTRA

COMPLAINT NO. CC006000000089813

Mr. Vijay Gwalani

...Complainant

V/S

Skystar Buildcon Private Limited

...Respondent No. 9

**REPLY ON BEHALF OF THE RESPONDENT NO. 9 ABOVENAMED**

I, Ms. Deepti Nain, Authorised Representative Skystar Buildcon Private Limited, being the Respondent No. 9 herein do hereby state on solemn affirmation as under:-

1. I say that I have perused a copy of the Complaint No. CC006000000089813 ("the Complaint"), that I am aware of the facts of the present case and that I am authorised and able to depose to the same.
2. At the outset, I deny all and sundry, the various statements contentions, submissions and allegations contained in the said Complaint, which are, in any manner, inconsistent with and/or contrary to what is set out herein below, as though the same have been specifically traversed and denied. I humbly submit that nothing contained in the present Complaint should be deemed to be admitted by the Respondent solely on the ground of non-traverse.
3. At the outset and without prejudice, I submit that this Complaint ought to be dismissed *in limine* on the following grounds:
  - a. The Complainant has come to this Hon'ble Authority with unclean hands. It has not set out the true and correct facts in the matter. The Complainant has not only suppressed relevant material facts and documents, but has also attempted to mislead and prejudice this Hon'ble Authority by misrepresenting and distorting the true and correct facts.
  - b. I say that the approvals and plans were always available in the public domain for viewing and therefore, the claim of the Complainant that the Respondent No. 9 has misled and deceived the Complainant by not disclosing such information is false and incorrect.



2. I say that the Complainant has himself in his Complaint admitted and suppressed correspondence whereby the Complainant has postponed entering into an agreement for sale and knowingly paid additional sums of money to the Respondent No. 9.

4. Before dealing with the allegations made in the Complaint, I say that the Complainant has suppressed the following relevant material facts:

a. I state that the Respondent No. 9 had registered the Project known as 'SUNTECK CITY AVENUE - 2' ("the Project") under section 3 (1) of the Real Estate (Regulation and Development) Act, 2016 ("the Act") with the Maharashtra Real Estate Regulatory Authority on 2<sup>nd</sup> August, 2017, bearing Project Registration Number P51800002637 for the construction upto 44 super slab structures and had accordingly obtained the registration certificate dated 2<sup>nd</sup> August, 2017 from this Hon'ble Authority.

b. I state that at the time of registration of the project with the Hon'ble Authority, the Respondent No. 9 had obtained the approval from the MMRDA on 26<sup>th</sup> February, 2016, for the plans with respect to the Project and had *inter alia* uploaded the approval and the plans in the public domain with MahaRERA for public viewing. I deny that the Respondent No. 9 has at all misled and/or deceived the Complainant and/or has provided incorrect or false information with respect to the Project. I say that all the information as regards the project is available at all times on the website of the Hon'ble Authority.

c. I say that at the time of making the booking application on 31<sup>st</sup> March, 2018 for the Flat No. 2504 in Tower 1 of the Project ("the Flat"), the Complainant was aware that the plans for the entire Project were sanctioned by the MMRDA on 26<sup>th</sup> February, 2016 and as on date of the registration of the Project with the Maharashtra Real Estate Regulatory Authority, the Respondent No. 9 had obtained the Commencement Certificate upto the 20<sup>th</sup> floor. Therefore, the claim of the Complainant that the Respondent No. 9 has allegedly misled the Complainant is baseless. I say that it is a common practice of Developers to obtain the Commencement Certificate in tranches and the same is permissible under the applicable laws. A copy of the In principal



approval for sanction of plans issued by the MMRDA is annexed hereto and marked as Exhibit 1.

I further state that on 9<sup>th</sup> July, 2019, the Respondent No. 9 was granted further Commencement Certificate (CC) by the MMRDA for the construction of the additional floors from 21<sup>st</sup> to 29<sup>th</sup> upper floor in the said Project. Without prejudice, I say that the apprehension of the Complainant was in any case an imaginary issue created and in any case no longer survives as Respondent has the CC to construct upto 29<sup>th</sup> floor and therefore, no grounds survive for granting any reliefs under the provisions of the Act.

e. I deny that the Respondent No. 9 has failed to enter into an Agreement for Sale with the Complainant. I state that the Respondent No. 9 has pursuant to the booking application requested the Complainant to come forward and co-operate with the Respondent No. 9 for the Agreement for Sale. However, the Complainant has in his email dated 3<sup>rd</sup> April, 2018 to the Respondent No. 9, *inter alia* mentioned that the agreement for sale will not be possible and he further mentioned that he will pay the advance money and would register only after 27 months. It is clear from the aforesaid email of the Complainant that the Complainant has waived of his right to compel the Respondent No. 9 to enter into an Agreement for Sale and has knowingly and willingly made the payments of additional amounts without entering into an Agreement for Sale. It is also clear from the aforesaid correspondences that the delay in entering into the Agreement for Sale is only on account of the Complainant and the Complainant is now making attempts to prejudice the view of this Hon'ble Authority by making such false allegations against the Respondent No. 9.

f. I further deny that the Complainant has any grievance with respect to the view of the Flat. I state that the Complainant is only making baseless allegations against the Respondent No. 9 to prejudice the views of this Hon'ble Authority. I state that the Complainant has vide his email dated 5<sup>th</sup> July, 2018 to the Respondent No. 9, *inter alia* stated and confirmed that his concerns for the clear view have been resolved and he is completely satisfied with the view of the Flat. Without prejudice, I say that at no point the Respondent had offered any flat to the Complainant, as alleged, claiming to have a clear view. It is a commonly known fact that the city of Mumbai has



development taking place all over. Thus, the assumption of the Complainant is without any substance. In fact, on the contrary, the Respondent No. 9 offered to the Complainant, an option of upgrading/shifting the Flat to a higher floor and had specifically mentioned that for upgrading/shifting the Flat, the Complainant would be required to pay additional charges, as applicable.

g. I further state that the Respondent No. 9 is not in violation of any of the provisions of the Real Estate (Regulation and Development) Act, 2016 and therefore, the Complainant is not entitled to any of the reliefs mentioned in the Complaint.

h. Without prejudice to the aforesaid, I state that in the event that the Complainant intends to withdraw from the Project and cancel his booking, the Respondent No. 9 shall be entitled to forfeit the amount as per the terms and conditions of the booking application. A copy the booking application form is annexed herewith in Exhibit-2.

5. Without prejudice to what is stated hereinabove, I shall now deal with the Complaint paragraph-wise. Nothing contained therein is or should be deemed to have been admitted by the Respondent No. 9 unless specifically so admitted. The para-wise reply of Respondent No. 9 is as under:

a. With reference to paragraph 1 of the Complaint, I state that the same contains factual statements which can be ascertained from the record and hence, do not merit any reply.

b. With reference to paragraphs 2 to 4 of the Complaint, I state that the booking application of the Flat and the payment made by the Complainant is in favour of the Respondent No. 9. Further, the promoter in the Project is also the Respondent No. 9. The Complainant is only attempting to arm twist the Respondent No. 9 by making the Respondent No. 1 and its directors as parties to this Complaint.

c. With reference to paragraphs 5 and 6 of the Complaint, I state that the same contains factual information which can be ascertained from the record and therefore, merits no reply.

d. With reference to paragraph 7, I state that the Project had obtained the sanctioned plans in the form of the In-principle approval of the MMUDA on 26<sup>th</sup> February, 2016. Further, the Project was also registered with the Hon'ble Authority for upto 44 super



slab structures proposed to be constructed and therefore, there was no restriction in accepting the booking application of the Complainant for the 29<sup>th</sup> Floor of the Project. However, the claim of the Complainants that the representatives of the Respondent No. 9 promised any clear and uninterrupted view is vague and uncorroborated. In fact, when the Complainant had raised his concern before the representative of the Respondent No. 9, he was given an option to upgrade to a higher floor by paying the applicable charges vide their email dated 5<sup>th</sup> July, 2019. However, thereafter, the Complainant has vide his subsequent email on the same date, inter alia stated that his concerns are addressed and has chosen to go ahead with the same flat.

f. With respect to paragraph 8, I state that the Complainant had made the booking application on 21<sup>st</sup> March, 2018 and made the payment of the booking amount of Rs. 3,00,000/- ("the Booking Amount") vide his cheque dated 27<sup>th</sup> March, 2018 which was received on 3<sup>rd</sup> April, 2018. At the time of making the booking application, it was deemed that the Complainant has visited the website of the Hon'ble Authority and is aware of all the information including the title, encumbrances, permissions, status of construction, etc. which is available for public viewing. I state that the Complainant claiming to be unaware of the details which were available specifically for potential purchasers like the Complainant on the website of the Hon'ble Authority cannot be a ground for penalising the Respondent No. 9 or for claiming violation of the provisions of the Act. I further state that the Complainant has made the payment only in favour of the Respondent No. 9 and his merely attempting to mis twist the Respondent No. 9 by making allegations and aspersions against the other Respondents, including its parent company and its directors.

g. With reference to paragraphs 9 to 11, I state that the same contain factual statements which can be ascertained from the record and hence, merit no reply.

h. With reference to paragraph 12, I state that the Complainant has wrongly mentioned that the Respondent No. 9 kept demanding payments from the Complainant without entering into an agreement for sale. I state that the Complainant had vide his email dated 3<sup>rd</sup> April, 2018 stated that he will sign the Agreement for Sale only after 27 months and will carry on making the payment of the instalments. It is clear from the aforesaid email of the Complainant that the Complainant has waived of his right to



compel the Respondent No. 9 to enter into an Agreement for Sale and has knowingly and willingly made the payments of additional amounts without entering into an Agreement for Sale. It is also clear from the aforesaid correspondences that the delay in entering into the Agreement for Sale is only on account of the Complainant and the Complainant is now making attempts to prejudice the view of this Hon'ble Authority by making such false allegations against the Respondent No. 9.

- b. With respect to paragraph 12 of the Complaint, I state that the contentions of the Complainant are false and misleading and are made only with the view to prejudice this Hon'ble Authority. I state that the Complainant has not set out any material evidence whereby the Respondent No. 9 has promised any such uninterrupted view or skyline to the Complainant. I pray that the Complainant be put to strict proof in support of his contentions.
- c. With respect to paragraph 13 of the Complaint, I state that there was no restriction on the Respondent No. 9 from accepting the booking application for the Flat even though the commencement certificate for the 29<sup>th</sup> floor was not obtained by the Respondent No. 9. I state that the Respondent No. 9 had obtained the sanction and approval of the Project from the MMRDA on 26<sup>th</sup> February, 2016 and had registered the Project proposed to be constructed upto 44 super slab structures with the Hon'ble Authority and was therefore entitled to lawfully offer for sale the flats in the Project. I state that there is no violation of the Act by the Respondent No. 9, as alleged, or at all.
- d. With reference to paragraph 14 of the Complaint, I state that the same contains factual statements which can be ascertained from the record and hence, merits no reply. I further state that despite of the Respondent No. 9 clarifying the position vide its reply dated 9<sup>th</sup> April, 2019 to the Complainant, the Complainant has chosen to file this complaint on false and misleading grounds.
- e. With reference to paragraph 15 of the Complaint, I state that the Complainant is attempting to arm twist the Respondent No. 9 by making its parent company, the Respondent No. 1 and its directors i.e. Respondent No. 2 to 8, parties to this Complaint. I state that there is no privity of contract between the Complainant and the other Respondents and no payments have been made by the Complainant to any of the other Respondents.



22.



1. With respect to paragraph 16 of the Complaint, I state that the same contains factual information which merits no reply.
2. With respect to paragraph 17 of the Complaint, I state that the Complainant has not made out any case and has disentitled himself to any of the reliefs contained in the Complaint.
6. I say that the Complainant has not made out any case and therefore pray to this Hon'ble Authority to dismiss the Complaint with cost.
7. I deny that the Complainant has any prima facie case in its favour. I further deny that the balance of convenience is in favour of the Complainant as alleged or at all.
8. I say and submit that the Complainant has disentitled themselves from any interim reliefs and the Complaint ought to be dismissed with compensatory costs.
9. I crave leave to refer to the documents mentioned herein if required.

Solemnly affirmed at Mumbai )  
on this 15<sup>th</sup> day of August, 2019 )

*[Signature]*

Before me,

**BEFORE ME**

Kanga & Company,

*[Signature]*  
Partner

Advocate for the Respondent No. 9

*[Signature]*  
**VIRENDRA KUMAR CHAURASIA**  
13/08/2019 M. Com., LL.B.  
ADVOCATE NOTARY GOVT. OF INDIA  
G-204, New Pooja Garden CHS. Ltd.  
Near New Golden Nest, Midia Lal road, Mangrove,  
Mira Road (E), Thane - 401107, India. 9222190482

Sr. No.
599
DI. 13/08/2019



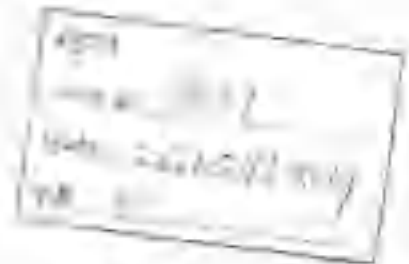
34

**BEFORE THE HON'BLE MAHARASHTRA REAL ESTATE  
REGULATORY AUTHORITY, MUMBAI, AT MUMBAI**

Complaint No. CC00600000089813/2019

(1) Mr. VIJAY GWALANI,  
Age : 45 Years, Occupation : Business,

(2) Mr. JAGDISH BATHUA,  
Age : 59 Years, Occupation : Business,  
Both Complainants having correspondence address at,  
201, Sarkar Avenue, East Avenue Road,  
Sanjivnagar West, Mumbai 400054,  
Email Address - vijay\_gwalani@hotmail.com



..... COMPLAINANTS

VERSUS,

(1) SUNTECK REALITY LIMITED and Others 10.

..... OPPONENTS

THE COMPLAINANTS ABOVE NAMED SUBMITS THEIR COUNTER REPLY, IN  
CONTEXT TO THE WRITTEN REPLY dated 16/08/2019, FILED BY OPPONENT NO. 9  
AND WHICH IS AS FOLLOWS :-

(1) In reply to the subject complaint, a hearing took place before this Hon'ble  
Authority, the Chairman, Shri. GAUTAM CHATURJEE, on 25/07/2019.

(2) During the said hearing on 25/07/2019, the respondent didn't filed any  
written or oral reply, but without hearing any submissions from either party, this  
Authority derived a conclusion that, as the Opponent No. 9 has shown a IOD  
issuance till 44 Floor of proposed Building while registering the Project, they are  
entitled to construct the building without Commencement Certificate. The  
complainant tried their best to explain that, as per Development Control Rules of  
MMRDA, no Promoter, including the opponents can construct a single square feet,  
without obtaining a Commencement Certificate. The prescribed procedure is  
mandatory and ignorance is a clear violation. The procedure of issuance of  
Commencement Certificate is considered as final permission to construct any  
superstructure, and any construction without Commencement Certificate of  
MMRDA is considered illegal structure. IT IS IMPORTANT TO NOTE BY THIS HON'BLE  
Authority that the procedure of issuance of any IOD by MMRDA Office never exists  
and without verifying the said fact, this Authority cannot derive a conclusion that  
MMRDA have ever issued IOD Approval to Opponents. The Opponents are  
misguiding and misleading all Authorities and which needs to be taken seriously by  
this Authority. This Authority cannot reply upon the intentional wrong and

Page 1 of 5

misleading submissions of Opponents without verifying the same with MMRA Authorities.

(3) During the hearing, it is an admitted position by the Opponents that they were not holding any Commencement Certificate as on 01/04/2018, to construct any floors of the project building above 20<sup>th</sup> Floor and same is procured by them in July 2019, and also after constructing illegal floors of the Building. This Authority cannot ignore the admitted position by all opponents in their written and oral submissions. The illegal activities of Opponents are sufficient ground to punish them, without any further delay.


(4) This Authority is appointed under provisions of Real Estate Act, and need to act in context to the provisions of Real Estate Act. This Authority is appointed for taking cognizance of violations under Real Estate Act and not beyond its jurisdiction. The reply filed by Opponents is a clear admissions of their illegal acts and no provision under Real Estate Act allows to ignore the same.

(5) After perusal of the written reply dated 16/08/2019, served by Opponent No. 9, it's a clear and admitted position of record that, they have constructed the building structure above 20<sup>th</sup> floor without getting required Building Permission from MMRA. The impeding of compounding the illegal construction by Opponents is itself an admission of violation of provisions of Real Estate Act by them and which cannot be ignored by this Authority under any stretch of imagination.

(6) This Authority has to consider the illegal acts and violations of Real Estate Act, conducted by the Opponents, and shall take the strict cognizance by punishing the wrong doing Opponents. The silence or failure to take action by this authority will lead to allow the wrong doing and due to which various other project Promoters may get a wrong message, due to which various purchasers will get affected.

(7) This authority shall not allow or permit any Promoter, including the Opponents, to misguide and cheat any Allottee, Banks and Public at large. The opponents have constructed entire project building above 20<sup>th</sup> Floor without Commencement Certificate without registering the Project and which is a clear violation of Real Estate Act. The Opponents constructed, marketed, advertised and sold an illegal building structure / Project under guise of registered project and this Authority shall not ignore the same. The IOD is not a Building Construction Permission and this Authority cannot derive a conclusion that, as the Building Floors above 20<sup>th</sup> Floors are permissible, and the Opponent's project is valid. This Authority is coming to a wrong conclusion based upon provisions of other sections, which are not within power of jurisdictions of this Authority. This Authority shall restrict all its process under Real Estate Act and not beyond the same.

(8) This Authority shall take a humble note that there is no procedure or provisions in Real Estate Act to ignore or to cover or to compound any illegal act of Opponents and no such single provision is made under Real Estate Act or any of the Rules prescribed thereunder. These complainants humbly request this Authority to

 Page 2 of 5

use its powers, by limiting to provisions laid under Real Estate Act only and not ignore to take serious action against all wrongs of all Opponents.

(ii) The submissions made by Opponents are their self admissions for all those illegal and void acts, violating all provisions of Real Estate Act and Rules and therefore, considering the reply by Opponent No. 2, an admission of wrongs conducted by them this Authority shall punish the Opponents with strict Action, as prayed in the Complaint in detail.

HENCE, THESE COMPLAINANTS PRAYS TO THIS HON'BLE AUTHORITY,


- (a) to take immediate cognizance of present complaint against the Opponents for complete violations by Opponents of the provisions laid under section 3, 4 and 5 of Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Rules formed thereunder,
- (b) to take immediate cognizance of present complaint against the Opponents for complete violations by Opponents, of the provisions laid under section 11, 12, 13, 14 and 16 of Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Rules formed thereunder,
- (c) As the subject Project, which is marketed, advertized and offered for sale by the Opponents, is not sanctioned by Competent Development Authority / MMRDA and also not registered with the MAHARERA authority and therefore, it is utmost requirement by this Hon'ble Authority to pass an INTERIM ORDER under the provisions of Section 36 of Real Estate (Regulation and Development) Act, 2016, to stop developing, marketing, advertizing, selling the unregistered Real Estate Project by Opponents and to pass an order to stop the work of subject unregistered Project immediately, which is currently under full fledged development by the Opponents,
- (d) To use the Powers conferred under Section 33 of Real Estate (Regulation and Development) Act, 2016 and expeditiously order in Writing to the office of MMRDA to furnish the details about the Building Sanctions and Commencement Certificates issued in favor of Opponents for Disputed Real Estate Project. Also to Order the Registration Offices and the Chief authority of Registration / IGR, Mumbai to stop registration of Agreements from subject unsanctioned and Unregistered Real Estate Project to avoid further complexity and illegal activities by Opponents. To call upon the details under provisions of Section 35(2) of Real Estate (Regulation and Development) Act, 2016, from the offices of MMRDA and Registration Offices and IGR, Mumbai, to get more clarity on the violations and frauds conducted by the Opponents,
- (e) The Opponents have taken Project Registration Certificate No. PS1800002637, to develop the Project Building III sanctioned 20<sup>th</sup> Floor.

 Page 4 of 5



But they are using the same registration certificate for selling the units / apartments from unregistered part of Building, (that is upper un sanctioned and unregistered portion of larger Building. This is an ideal case of violations and misconducts described under section (7)(a), (b) and (c) of Real Estate (Regulation and Development) Act, 2016, and therefore, this Authority shall revoke and cancel the Registration granted to Opponent No. (9) under Section 5, bearing the Project Registration Certificate No. PS1800002637. If subject Project Registration Certificate is not revoked, the Opponents will keep on marketing and selling the un sanctioned and unregistered Project by using above mentioned Project Registration Certificate No. PS1800002637. So, this Hon'ble Authority shall pass an order for revocation of Project Registration Certificate No. PS1800002637.

- (f) By revoking the Project Registration Certificate No. PS1800002637 under section 7, this Hon'ble Authority must take steps under Section 8 of Real Estate (Regulation and Development) Act, 2016.
- (g) By playing Fraud on these Complainants, the Opponents in planned conspiracy, cheated these Complainants by conducting various illegal and mischievous acts as well narrated in the entire complaint. The representations and assurances of all Opponents, made this Complainants to part huge amount of Rs. 48,38,400/- (Rupees, Forty Eight Lakh Thirty Eight Thousand Four Hundred only) to them. The Opponents are holding amount of these Complainants and using it for their own use and benefits under completely illegal process. All these amounts are required to be taken back from the Opponents and needs to be repaid to these Complainants along with 24 % interest per annum. The acts and conducts of Opponents caused tremendous mental agony, torture and financial losses to these Complainants. And therefore, these complainants deserve a compensation and damages from Opponents. This Authority has powers to pass an Order for the same and Hence, these complainants prays to pass an order to Opponents for paying aggregate amounts of Compensation and damages to these Complainants, equivalent to Rs. 50,00,000/-.
- (h) To pass an Order of punishment to the Opponents as prescribed under section 59, for non-registration of Real Estate Project under Section 3 and to impose the maximum prescribed fine upto Ten Percent of the estimated Project cost.
- (i) To pass an Order of punishment / penalty upon the Opponents as prescribed under section 60, for contravention of Section 4 and to impose the maximum prescribed fine / penalty upto Five Percent of the estimated Project cost.
- (j) To pass an Order of punishment / penalty upon the Opponents as prescribed under section 61, for contravention and violation of Sections 5, 11, 12, 13, 14 and 16 of Real Estate (Regulation and Development) Act, 2016

  
Page 4 of 5

and the Maharashtra Rules formed thereunder and to impose the maximum prescribed fine / penalty upto Five Percent of the estimated Project cost.

- (k) And to pass any such other Orders, that this Authority feels required and proper to decide this Complaint.
- (l) Such other and further reliefs be granted as the nature and circumstances of the case may be require in the interest of Justice.

AND FOR THIS ACT OF KINDNESS, AND JUSTICE THE COMPLAINANTS SHALL AS IN DUTY BOUND FOR EVER PRAY.

PLACE : MUMBAI  
Date : 23/08/2019



ADVOCATE FOR COMPLAINANTS

BEFORE THE HON'BLE MAHARASHTRA REAL ESTATE REGULATORY  
AUTHORITY, MUMBAI, AT MUMBAI

Complaint No. CC006000000089/2019  
813/

(1) Mr. VIJAY GWALANI,

Age : 45 Years, Occupation : Business,

(2) Mr. JAGDISH BATHUA,

Age : 59 Years, Occupation : Business,

Both Complainants having correspondence address at,

201, Sarkar Avenue, East Avenue Road,

Santacruz West, Mumbai 400054,

Email Address - vijay\_gwalani@hotmail.com

..... COMPLAINANTS

VERSUS,

(1) SUNTECK REALITY LIMITED,

Address : 5<sup>th</sup> Floor, Sunteck Centre, 37-40 Subhash Road,

Vile Parle (East), Mumbai 400057.

(2) Mr. KAMAL KHETAN,

Age : Adult, Occupation : Business,

Director of No. (1) Company,

Address : 04<sup>th</sup> Floor, Shanti Deep, 35 Andheri-Kurla Road,

J B Nagar, Andheri East, Mumbai 400059, Maharashtra.

(3) Mr. RAMAKANT MAHADEO NAYAK,

Age : Adult, Occupation : Business,

Director of No. (1) Company,

Address : A/11, Anand Dham, 09<sup>th</sup> Road, Prabhat Colony,

Near Hotel Yatri, Santacruz East, Mumbai 400055, Maharashtra.

(4) KISHORE MADHAVSINH VUSSIONJI

Age : Adult, Occupation : Business,

Director of No. (1) Company,

Address : 181, Cuffe Castle, G D Somani Marg, Cuffe Parade,  
Mumbai 400005, Maharashtra.

(5) SMT. RACHANA VIPUL HINGRAJIA

Age : Adult, Occupation : Business,

Director of No. (1) Company,

Address : Hilton Society, K-3/B-6, Ram Nagar, Borivali West,  
Mumbai 400092, Maharashtra.

(6) SMT. RACHANA VIPUL HINGRAJIA

Age : Adult, Occupation : Business,

Company Secretary of No. (1) Company,

Address : Hilton Society, K-3/B-6, Ram Nagar, Borivali West,  
Mumbai 400092, Maharashtra.

(7) MR. ATUL MADHAV POOPAL

Age : Adult, Occupation : Business,

Director of No. (1) Company,

Address : I-601, Pranay Nagar, Ram Mandir Road Extension,  
Off Vazira, Borivali West Mumbai 400091, Maharashtra.

(8) MAHESH K. SHEREGAR,

Age : Adult, Occupation : Business,

Director of No. (1) Company,

Address : 17, Arabian Ranches, Street No. 1, P. O. Box No. 3719,  
Dubai, U.A.E. Dubai, 3719, Arab Emirates.

(9) SKYSTAR BUILDCON PRIVATE LIMITED,

Address : 5<sup>th</sup> Floor, Sunteck Centre, 37-40 Subhash Road,  
Vile Parle (East), Mumbai 400057.

(10) MR. AJEET VIJAY SINGH,

Age : Adult, Occupation : Business,  
Authorized Director and Signatory for No. (9) above.  
Office Address : 5<sup>th</sup> Floor, Sunteck Centre, 37-40 Subhash Road,  
Vile Parle (East), Mumbai 400057,  
Residential Address : Flat No. 905-906, D Wing, Loksarita,  
Military Road, Marol, Andheri East, Mumbai, 400059, Maharashtra

(11) MR. MANOJ RADHESHYAM AGARWAL.

Age : Adult, Occupation : Business,  
Authorized Director and Signatory for No. (9) above,  
Office Address : 5<sup>th</sup> Floor, Sunteck Centre, 37-40 Subhash Road,  
Vile Parle (East), Mumbai 400057.  
Residential Address : D/304, Galaxy Classique, Off M. G. Road,  
Near Rajiv Gandhi Garden, Mitha Nagar, Motilal Nagar Goregaon West,  
Mumbai 400104, Maharashtra.

\*\*\*\*\* OPPONENTS

**COMPLAINT UNDER SECTION 31(1), READ ALONG WITH  
PROVISIONS UNDER SECTION 59, SECTION 60, SECTION  
61 AND 69 OF REAL ESTATE (REGULATION AND  
DEVELOPMENT) ACT, 2016, READ ALONG WITH  
PROVISIONS UNDER MAHARASHTRA RULES, 2017.**

**TO,**

**THE HON'BLE REAL ESTATE REGULATORY AUTHORITY,  
MUMBAI, AT MUMBAI.**

**THE COMPLAINT OF THE COMPLAINANTS ABOVENAMED IS AS FOLLOWS AND  
COMPLAINANTS MOST RESPECTFULLY SHEWETH :-**

(1) That Complainants are Businessmen and are having address as stated herein above. Both of them are in Businessmen and working together. The Complainant No. (1) is permanent resident of Mumbai and Complainant No (2) is residing at 'Alakhnanda' Apartment, Guwahati, Assam 781001.



(2) That Opponent No. (1) and Opponent No. (9) are registered Companies, incorporated under provisions of the Companies Act, 1956. Opponent No. (1) have Company Incorporation Number (CIN) L32100MH1981PLC025346 and Opponent No. (9) have Company Incorporation Number (CIN) U70102MH2010PTC198509. The Opponent No. (1) and Opponent No. (9) are working as a GROUP OF COMPANIES and having common registered office address at 5<sup>th</sup> Floor, SUNTECK CENTRE, 37-40 SUBHASH ROAD, VILE PARLE (EAST), MUMBAI 400057. That Opponent No. (1) Company is represented by its Directors, that is Opponent Nos (2) to (8) and all of them are responsible for entire and overall business activity of Opponent No. (1) Company. That Opponent No. (9) Company is represented by its Directors, that is Opponent No. (10) and (11) and are responsible for entire and overall business activity of Opponent No. (9) Company. AS REPRESENTED BY ALL OPPONENTS TO COMPLAINANTS, THE OPPONENT NO. (9) IS THE 100 PERCENT SUBSIDIARY COMPANY OF OPPONENT NO. (1) AND CONSIDERED AS GROUP COMPANY OF OPPONENT NO. (1). To justify the said business relations between Opponent No. (1) and Opponent No. (9), the Complainant has produced on record, the copy of ANNUAL RETURN filed by Opponent No. (1) with the office of Company Registrar under Form No. MGT-7 (pursuant to Sub-Section(i) of Section 92 of the Companies Act, 2013 and Sub-Rule (1) of Rule 11 of the Companies (Management and Administration) Rules, 2014). **The copy of said ANNUAL RETURNS of Opponent No. 1 Company are annexed herein with and marked as 'ANNEXURE - 2'.** Upon perusal of the copy of said ANNUAL RETURN and upon reading the Column / Clause No. III – PARTICULARS OF HOLDING, SUBSIDIARY AND ASSOCIATE COMPANIES (INCLUDING JOINT VENTURES), at Serial No. 13 Name of Opponent No. (9), is recorded as 100 Percent subsidiary Company of Opponent No. (1) Company. This itself clarifies that Opponent No. (9) is 100 percent subsidiary company of Opponent No. (1) and the same fact is ratified by the Opponent No. (1) and (9) in their various written correspondences to this Complainants. Thus, it is clear and unambiguous fact on Record that Opponent No. 1 and Opponent No. 9 are conducting all Business Activity jointly and are also jointly involved in the Subject Project referred in this entire Complaint and they are the PROMOTERS of subject Project.

(3) These complainants state that in the Month of March 2018, on 31<sup>st</sup>, they visited, sales office of Opponents at the site situated at SUNTECK CITY, RAM MANHIR ROAD, Dhasiware District Center, Goregaon (W), Mumbai 40062. From this office Opponents were promoting and offering for Sale a Real Estate Project identified as SUNTECK CITY, promoted and developed by Opponent No. (1) and Opponent No. (9) Companies jointly. From the above mentioned sales office, Opponents were promoting various Real Estate Projects undertaken by their companies

and subsidiary companies and sister concern entities and which were shown to be sanctioned and MAHARERA Approved and Registered Projects. Opponents represented to Complainants that, the Opponent No. (9) company, i.e. SKYSTAR BUILDCON PRIVATE LIMITED, has undertaken the development of a Real Estate Project identified as "SUNTECKCITY AVENUE -2" (herein after referred as 'subject / said Project'), which is registered as ongoing project in the office of Competent Authority / MAHARERA appointed and established under provisions of Real Estate (Regulation and Development) Act, 2016 and the applicable Maharashtra Rules, 2017. Opponents represented to complainants that subject project is been developed over the landed properties identified as CTS No. 112B, Ram Mandir Road, Goregaon (West) Mumbai 400062 and said project is undertaken by them in various Phases and stages.

(4) Opponents informed to complainants that the total development of larger layout Project, SUNTECKCITY will be a Huge iconic Development and in oral as well as in written correspondence Opponents conveyed to Complainants that SUNTECK REALTY LIMITED (SRL), i.e. Opponent No. (1) is among the Top 10 listed real estate companies on Bombay Stock Exchange and National Stock Exchange, catering to the premium ultra-luxury and luxury residential segment. SUNTECK REALTY LIMITED has a portfolio of 25 projects spread across 23 million Square Feet approximately. SUNTECK's flagship projects in BKC namely identified as 'SIGNATURE ISLAND', 'SIGNIA ISLES' and 'SIGNIA PEARL' is the most luxurious project of the Country hosting elite gentry with the best minds of business world and the Film Stars of the Bollywood industry. Opponents informed to the Complainants that subject Project, SUNTECKCITY is located in the heart of western suburbs at ODC, Goregaon (W), which is the near BKC of suburbs planned by Mumbai Metropolitan Region Development Authority (MMRDA), who crafted world class and most efficient development at BKC. ODC is 150 acres of mixed-use development located between Andheri Lokhandwala and Goregaon (E). The area enjoys superior connectivity via JVLR Flyover (connecting WEH from JVLR Junction to S. V. Road and further extends to Andheri (W) Lokhandwala landing near Infinity Mall, and also Minimalist Gore Flyover - (200m-away), Connecting WEH near Hub Mall and landing in ODC at junction of SV Road and Ram Mandir Road. And further connecting to New Link Road in Andheri (W) in Andheri Lokhandwala. The Ram Mandir Station is 100 meter away from the subject Project. Upcoming metro station Line 2A from Dahisar (W) to D. N. Nagar and Line 7 From Dahisar (E) to Andheri (E) shall have station in periphery of ODC. The Project shall have Six 90 foot internal roads, the Road network would have broad interconnected roads similar to what you observe at BKC. The area enjoys superior social infrastructure via nearby corporate hubs, schools, medical facilities, hotels and malls. It is well informed by the Opponents that the

SUNTECKCITY is a 23 Acre suburb's largest mixed use Township with the right mix of residential, high street (retail), commercial, entertainment zones and multiple fine dining restaurants. SUNTECKCITY is a self-sustaining township with every facility you can think of inside the Township. SUNTECKCITY is the right mix of a planned development and 'A Category' developer like SUNTECK REALTY LIMITED has done in BKC and/or Hiranandani Constructions has done in Powai that results in an excellent investment opportunity. Thus, in first meeting and at initial stages, the Opponents conveyed above information about the subject Project and its development and joint involvement of Opponent No. (1) and Opponent No. (9) within the subject entire Development of subject Project.

The said written information and details about Project Development ~~is~~ conveyed to the Complainants via email, by the representative of the Opponent No. (1) and (9), **Mr. KISHAN TRIVEDI**, Senior Manager - Business Development, having contact number 7738882748 and having his email address 'kishan.trivedi@sunteckindia.com'. The said email correspondence was received by Complainant No. (1) on his email address 'vijay\_gwalani@hotmail.com' from KISHAN TRIVEDI on 02/04/2018 at 11:57 a.m. **A copy of said email dated 02/04/2018 is annexed herein with and marked as 'ANNEXURE - 2'.**

(5) In the first meeting at the project site and sales office at Ram Mandir Road, and vide email correspondence, the Opponents informed complainants that SUNTECK / Opponents has rolled out limited period '*Offer of De Century*', wherein complainants were provided with an EXCLUSIVE OPPORTUNITY to enjoy luxurious living that comes at ATTRACTIVE PRICE. The offer given by Opponents to complainants on 31.03.2019 was informed to be valid only for limited period. Accordingly, the representative of the Opponent No. (1), in his email correspondence dated 02/04/2018 (the ANNEXURE - 2) forwarded to the Complainants, copy of OFFER OF THE CENTURY and the Floor Plan of subject Apartments, which were offered for Sale. **A copy of said correspondence titled as OFFER OF THE CENTURY is annexed herein with and marked as 'ANNEXURE - 3'. And also the copy of Floor Plans are annexed herein with and marked as 'ANNEXURE - 4'.**

(6) After getting the shown / informed details from the Opponents about the subject Project and about the Promoters of the subject Project as above, the Complainants got amazed and impressed and Complainants kept entire faith and belief on the Opponents. The information furnished and details provided to these Complainants by Opponents includes following details :

- (a) That the subject Project, 'SUNTECKCITY AVENUE - 2' is under development as ongoing Project by Promoters, SKYSTAR BUILDCON PRIVATE LIMITED, a subsidiary company of SUNTECK REALITY LIMITED.
- (b) SKYSTAR BUILDCON PRIVATE LIMITED is a sister concern / subsidiary and Group company of well known Real Estate Developer, SUNTECK REALITY LIMITED.
- (c) The subject Project 'SUNTECKCITY AVENUE - 2', which was offered for Sale is registered with Maharashtra Real Estate Regulatory Authority (MAHARERA) on 02/08/2017, bearing Project Registration Number P51B00002637. Opponents shown the RERA Registration Certificate to these Complainants and also handed over a copy of same to Complainants.
- (d) Opponents represented that the 'Tower 1' of SunteckCity Avenue 2 and the Apartments therein, which were offered for Sale are from the sanctioned Project Building and same are registered with MAHARERA.
- (e) The subject Project, which was offered for sale to these complainants is having all building sanctions, permissions and approvals from all Competent Authorities and therefore, Opponents have got absolute and lawful right to offer for Sale the Apartments from said Project to all purchasers, including Complainants.
- (f) Along with MAHARERA Registration details, Opponents also informed to the Complainants that Opponents are offering for sale, those Units / Apartments from the subject Project, which are duly sanctioned by the Competent Development Authority, i.e. Mumbai Metropolitan Region Development Authority (MMRDA). It was also informed that Opponents have got valid Environment Clearances for the subject project and thus, Opponents are fully entitled to offer the subject Project and Apartments therein, for Sale.

(7) Thus, after getting above details about the subject Real Estate Project from Opponents, the Complainants herein, shown their willingness to purchase an Apartment from MAHARERA registered Project 'TOWER 1' of SUNTECKCITY AVENUE 2, as shown and represented by the Opponents. Accordingly Opponents have shown a BUILDING FLOOR PLAN for subject Project Building to the Complainants, TO BE A SANCTIONED BUILDING PLAN. The copies of same are also handed over by Opponents to Complainants. **A copy of said floor Plans given by the Opponents to these Complainants are annexed herein with and marked as 'ANNEXURE SA and SB'.** It is important to note and peruse the Foot Note of the Floor Plans which is as follows :



**Disclaimer : The Plans, Designs, and Dimensions are as per current sanctioned plans and approvals. Specifications, amenities and facilities will be as set out in the agreement for sale as uploaded on the RERA website <https://mahareraonline.gov.in/> under registration no. P51800001281 | P51800002637. The same may be subject to modification / change / revision / alteration in terms of approvals, orders, directions and/or regulations of the concerned / relevant authorities, and/or for compliance with laws/regulations in force from time to time and/or in line with our customer policies we may modify/alter the above by following due procedure as prescribed under the Real Estate (Regulation and Development) Act, 2016, ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, rules of interest and disclosure on website) Rules, 2017 and the Rules and Regulations framed under RERA for Maharashtra ("RERA Rules").**

After going through the Floor Plan details of subject Project shown by the Opponents to complainants and getting to know that subject project is registered with MAHARERA Authority they expressed their readiness to buy a Higher Floor Apartment, from where...they will get a Clear and uninterrupted View and which shall not get obstructed or disturbed due to any forthcoming Tower / Building Development from the Larger Project. The representatives of Opponents appreciated the demand kept by these Complainants and convinced the Complainants to purchase APARTMENT NO. 2904, SITUATED ON THE 29<sup>TH</sup> FLOOR OF PROJECT 'TOWER 1' of SUNTECKCITY AVENUE 2 for a hefty sum of premium called FLOOR RISE payable to get the apartment from 29<sup>th</sup> floor PURELY for uninterrupted and clear view. The said Apartment was also shown by Opponents on the above mentioned Floor Plan Copy (ANNEXURE 5A) and thus, Complainants accepted the offer of Opponents to purchase of said Apartment from Opponents.

(6) The Complainants, relying upon details offered, furnished and shown by Opponents and completely believing upon their representations, presentations, assurance about the registration of the subject Project with MAHARERA Authority and assurance about valid Sanctions given by various Competent Development Authorities, including MMIDA, EC Department and by keeping complete faith upon Opponents, agreed to purchase APARTMENT BEARING NO. 2904, SITUATED ON THE 29<sup>TH</sup> FLOOR OF PROJECT 'TOWER 1' of SUNTECKCITY AVENUE 2, measuring 33.76 Square Meters Carpet Area along with all ancillary rights attached to said Apartment (herein after referred as "subject Apartment"). A Cost Sheet for



the subject Apartment and Floor Plan of Apartment No. 2904, situated on the 29<sup>th</sup> Floor in TOWER 1 of SUNTICK CITY AVENUE 2 was also provided by Opponents to Complainants. **A copy of Cost Sheet given by the Opponents to these Complainants for the subject Apartment is annexed herein with and marked as 'ANNEXURE - 6'.** The Commercial Deliberations for buying the unit / apartment continued till 03/04/2018 and finally Opponents closed the sale transaction at their head office on 03/04/2018. As per Opponents declared and assured limited period '*Offer of De Century*', Opponents confirmed the aggregate sale consideration of Rs. 01,44,00,000/- (Rupees One Crore Forty Four Lakh Only) for sale of subject Apartment to Complainants and Complainants have also accepted the offer and paid the Booking amount of Rs. 05,00,000/- on 03/04/2018, Vide Cheque bearing number 020306, drawn on ICICI Bank, Santacruz Branch, Santacruz (W), Mumbai 400054. **A copy of said Booking Cheque issued in favor of the Opponent No. (9) is annexed herein with and marked as 'ANNEXURE - 7'.** The said cheque is accepted by the Opponent No. (9) for themselves and on behalf of Opponent No. (1), from these Complainants and they handed over a BOOKING CONFIRMATION LETTER FOR UNIT / APARTMENT NO. 2904. **A copy of said Booking Confirmation for Subject Apartment issued by Opponents in favor of Complainants is annexed herein with and marked as 'ANNEXURE - 8'.** Upon receiving the above mentioned Booking Amount from Complainants, the Opponent No. 9 issued Payment Receipt dated 31/03/2018, bearing Receipt No. 5551 in favor of the Complainants. **A copy of said Payment Receipt issued by Opponents in favor of the Complainants is annexed herein with and marked as 'ANNEXURE - 9'.** After initiation of the Apartment Purchase Agreement as above, the Complainants agreed to follow the agreed terms and conditions and also agreed to pay the balance payable consideration to Opponents, as enumerated in the Payment Schedule Chart / Cost Sheet (i.e. The ANNEXURE 6).

(9) Thus, as stated herein above, Opponents offered and agreed to sell the subject Apartment to the Complainants and based upon the representations and assurance of Opponents, these Complainants have also agreed to purchase subject Apartment from Opponents.

(10) After confirmation of purchase of said Apartment from Opponents, the Complainants provided various details and documents to Opponents and Opponents have also provided and shared various documentary details to Complainants, via by hand correspondences and via email correspondences.

(11) That, after receiving and accepting the Booking Amount from Complainants for sale of the subject Apartment, Opponents were suppose to perform various obligations and based upon same, these Complainants were also suppose to perform their agreed part. The entire correspondence done by this Complainant with the Opponents from 01<sup>st</sup> April 2018 till March 2019 is submitted on record and marked as **'ANNEXURE No. 10-A to 10-U'** and Opponents are well aware about the same.

(12) After accepting the Booking Amounts in the above manner, Opponents kept on demanding from these Complainants, the part consideration payments, payable as per Payment Schedule Chart / Cost Sheet given by Opponents and accordingly, from time to time, these Complainants have paid total Rs. 48,38,400/- (Rupees Forty Eight Lakh Thirty Eight Thousand Four Hundred only) including GST and TDS, out of total agreed sale consideration for subject Apartment. The same is demanded by the Opponents as per Booking Confirmation dated 31/03/2018 and Paid by the Complainants as per their demands received from Opponents. The Opponents have accepted and received the same from time to time and also issued Payment Acknowledgement Receipts in favor of these Complainants. As per demands made and raised by Opponents, these Complainants have also paid the proportionate GST Amounts from time to time and also paid the applicable TDS, payable on sale of subject Apartment in favor of Complainants. **The copies of Payment Receipts issued by the Opponent No. (1) and Opponent No. (9) to these complainants are annexed herein with and marked as 'Annexure 11-A to 11-P'.**

(13) As per written correspondence from Opponent's office Staff and authorized representatives, recently the Complainants came to know about various factual information and details which were never informed to these Complainants, which were shocking and disturbing and which were never expected to happen from Opponents side. The same are as follows:

- (a) In the Month of July 2018, it came to the knowledge of Complainants that, as assured by Opponents, the subject Apartment's view was not at par and it was getting hampered due to construction of Higher Floors of Adjacent Tower from larger layout. The issue was raised by Complainants to Opponent's office personnel Mr. DIREN GOSWAMI on 05/07/2018 via an email, who vide his written reply correspondence via email dated 05/07/2018 assured for allowing shifting of Complainant's Booking to a apartment on Higher Floor before getting possession. So, it is an admitted position that Opponents

have misrepresented this Complainant about clear and uninterrupted view from the subject apartment and without informing Complainant or without taking their consent have revised the Height of the adjacent Building by constructing more upper floors.

- (b) As per written demands from Opponent's side, these complainants paid the agreed consideration installments for sale of subject apartment, along with applicable Taxes and which were accepted by Opponents against the sale of the subject apartment situated on the 29<sup>th</sup> Floor of subject Project. But, to a GREAT SHOCK, these Complainants got confirmed and reliable information that, the subject Apartment, which Opponents agreed to sale to Complainants, was not sanctioned as on 31/03/2018, by the Competent Authority / Mumbai Metropolitan Region Development Authority (MMRDA). It is Fact on Record and after perusal of the copies of Commencement Certificates: (A) Commencement Certificate No. TCP(P-2)/DDC/CC/3.133/V/342/2016, dated 01/03/2016, read along with (B) Amended Commencement Certificate No. TCP(P-2)/DDC/CC/3.133/VII/1952/2016, dated 05/12/2016, read along with (C) Commencement Certificate Above Plinth bearing No. TCP(P-2)/DDC/CC/3.133/VIII/428/2017, dated 23/02/2017, read along with (D) Amended Commencement Certificate No. TCP(P-2)/DDC/CC/3.133/IX/1560/2017, dated 18/07/2017, read along with (E) Commencement Certificate No. TCP(P-2)/DDC/CC/3.133/XI/110/2017, dated 16/01/2018 (**ANNEXURE NO. 12-A to 12-E**) it is crystal clear that on day of Booking, i.e. on 31/03/2018, and till date of this Complaint, the Competent Development Authority, MMRDA has given Sanction to construct the subject Project Building till 20<sup>th</sup> floor from the larger Building only and not any floor above same. The Opponents are not having Commencement Certificate or any such equivalent permission to construct the subject project Building above 20<sup>th</sup> Floor. Which means that the Opponents were not entitled to offer for sale the subject Apartment from 29<sup>th</sup> floor from subject Project and the acts of Opponents was completely illegal and uninformed to Complainants or to any of the Apartment purchasers from subject Project, who had booked the Apartments above 20<sup>th</sup> Floor within the subject Project. Strangely, in violation RERA and MRTP norms, Opponents have constructed Building Slabs in the subject project building above 20<sup>th</sup> Floor without along requisite mandatory permissions, sanctions and commencement certificates. These acts of Opponents amount to a GROSS VIOLATION of the mandatory requirements prescribed under prevailing Acts and Rules. Along with this GROSS VIOLATIONS, Opponents have also conducted various misdeeds and mischievous

acts, which clearly attract the penal actions against Opponents. Opponents have not only played a fraud on these Complainants, but they also played a fraud on various other Allottees from subject Project, MAHARERA Authority, MMRDA and Environment Authorities.

(c) Upon scrutiny of various documents procured from various Government Offices and Competent Authorities, these Complainants found various violations, misconducts, intentional mischievous acts from Opponents and which are well narrated herein below :

(i) It needs to be noted that, the Real Estate Sector all over India, including the State of MAHARASHTRA is governed by the mandatory provisions laid under THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (said RERA), along with the MAHARASHTRA RULES, 2017, made under RERA, identified as (a) THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, CHAIRPERSON, MEMBERS, OFFICERS AND OTHER EMPLOYEES (APPOINTMENT AND SERVICE CONDITIONS) RULES, 2017, (b) THE MAHARASHTRA REAL ESTATE (REGULATION AND DEVELOPMENT) (RECOVERY OF INTEREST, PENALTY, COMPENSATION, FINE PAYABLE, FORMS OF COMPLAINTS AND APPEAL, ETC.) RULES, 2017, (c) THE MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL (MEMBERS OFFICERS AND EMPLOYEES), (APPOINTMENT AND SERVICE CONDITIONS) RULES, 2017, (d) THE MAHARASHTRA REAL ESTATE (REGULATION AND DEVELOPMENT) (REGISTRATION OF REAL ESTATE PROJECTS, REGISTRATION OF REAL ESTATE AGENTS, RATES OF INTEREST AND DISCLOSURE ON WEBSITE) RULES, 2017, (e) THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY (GENERAL) REGULATIONS, 2017 and (f) THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY (RECRUITMENT AND CONDITIONS OF SERVICE OF EMPLOYEES) REGULATIONS, 2017. The entire REAL ESTATE SECTOR is governed by said RERA being the Central Government of India's Act and the State Rules made therefor.

(ii) In addition to same, being Local laws of STATE OF MAHARASHTRA, the Real Estate sector is also governed by the provisions laid under the MAHARASHTRA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) ACT, 1963 (herein referred to as 'said MOFA') and MAHARASHTRA OWNERSHIP FLATS (REGULATION OF THE

PROMOTION OF CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) RULES, 1964 (herein referred to as 'said MOFA Rules').

- (iii) All provisions of the said Acts, Statutes, Amendments, Repeals and various Rules and Regulations shall govern the REAL ESTATE PROJECT DEVELOPMENTS for all meanings and interpretations, as stated and defined therein. The terms and words mentioned or defined in all those Acts and Rules shall have same meanings as defined in said Acts, Statutes and said Rules.
- (iv) Despite of said knowledge, the Opponents have intentionally breached and violated the legal mandatory provisions and committed serious violations, offences and cheated these Complainants, as well as the Statutory Government Authorities, including MAHARERA Authority to achieve their undue and fraudulent goals.
- (v) It is important to note by this Hon'ble Authority that, on the day of offering the sale of subject Apartment to these Complainants and on the day of confirming and taking the Booking amounts from complainants, for the sale of subject Apartment, that is on 03/04/2018, the Opponents have shown to complainants that subject Project, 'TOWER 1' of SUNTECKCITY AVENUE 2, is registered with Maharashtra Real Estate Regulatory Authority (MAHARERA) on 02/08/2017, bearing Project Registration Number PS1800002637. The Opponents handed over to Complainants a copy of FLOOR PLAN for subject Apartment bearing No. No. 2904, situated on the 29<sup>th</sup> Floor of Project 'TOWER 1' of SUNTECKCITY AVENUE 2, admeasuring 53.76 Square Meters Carpet Area and assured to complainants that subject apartment situated on 29<sup>th</sup> Floor from the subject Registered Project, is sanctioned Apartment by the MMRDA. Upon getting the details from the MAHARERA Website about the subject Project, these complainants came to know that, subject Apartment, which was agreed to be sold by Opponents to complainants and for which Opponents have demanded from time to time substantial sale consideration in various stages, IS NOT SANCTIONED AND APPROVED BY MMRDA. Upon going through the Commencement Certificates for the subject Project, uploaded by Opponents at MAHARERA Website, it is revealed that OPPONENTS HAVE NEVER GOT A BUILDING SANCTION / PERMISSION TO BUILD any floor above 20<sup>th</sup> Floor and



THEY ALSO OPPONENTS ARE ADVERTIZING, MARKETING, OFFERING FOR SALE, TAKING BOOKINGS, SELLING, AND INVITING THE BUYERS TO BUY APARTMENTS FROM AN UNREGISTERED PROJECT, which they have constructed above the upper floors above 20<sup>th</sup> Floor. THIS IS AN ADMITTED FACT BY OPPONENTS REPRESENTATIVE THAT OPPONENTS ARE CONSTRUCTING THE HIGHER FLOORS OF THE SUBJECT PROJECT WITHOUT HAVING SANCTIONS AND WHICH IS COMPLETE VIOLATION OF DEVELOPMENT CONTROL RULES, E. C. RULES, AND IN ADDITION TO SAME ARE THE WORST VIOLATIONS OF RERA PROVISIONS.

- (vi) This Hon'ble Authority should take a serious note that, Opponents by showing a RERA Project Registration Certificate Number PS1800002637, have offered the sale the subject Apartment to these Complainants. In fact, the subject RERA Project Registration Certificate Number PS1800002637 is accorded for Project Building sanctioned upto 20<sup>th</sup> Floor ONLY, as there was no sanction issued by MMRCDA for constructing any floors above 20<sup>th</sup> Floor. On 03/04/2018 and on the dates of making further consideration payment demands, it was well aware and known to Opponents that subject Apartment situated on 29<sup>th</sup> Floor of subject Project Building, being un-sanctioned Apartment is not included in the Project Registration certificate bearing Number PS1800002637. And then also Opponents offered for sale the subject Apartment to These Complainants. THIS IS AN IDEAL CASE OF GROSS INTENTIONAL VIOLATION AND CHEATING CONDUCTED BY A PROMOTER OF A REAL ESTATE PROJECT.

- (vii) The Section 3 of Real Estate Regulation and Development Act, 2016, specified the mandatory prior registration of Real Estate Project with Real Estate Regulatory Authority. The Section 3(1) mandates that, *NO PROMOTER SHALL ADVERTISE, MARKET, BOOK, SELL, OR OFFER FOR SALE, OR INVITE PERSONS TO PURCHASE IN ANY MANNER ANY PLOT, APARTMENT OR BUILDING, AS THE CASE MAY BE, IN ANY REAL ESTATE PROJECT OR PART OF IT, IN ANY PLANNING AREA, WITHOUT REGISTERING THE REAL ESTATE PROJECT WITH THE REAL ESTATE REGULATORY AUTHORITY ESTABLISHED UNDER THIS ACT.*

Admittedly, Opponents have violated the mandatory provision prescribed under Section 3(1), by not taking Building Sanction from MMRCDA and by not registering the Project With Maharashtra Real Estate Regulatory Authority and in

addition to same Opponents advertized, marketed, invited purchasers and offered for sale subject project, taken bookings for the Apartments situated above 20<sup>th</sup> Floor from the subject Building and sold various Apartments to various other Allottees and which violations and contraventions attracts prescribed strict action against Opponents.

- (viii) This Hon'ble Authority should seriously consider that Section 4 of Real Estate Regulation and Development Act, 2016, mandates for submission of Application for registration of Real Estate Project. Admittedly, as on 03/04/2018, without taking the required prior sanction under Development Control Rules of MMRDA and without submitting the application for registration a separate project for Floors above 20<sup>th</sup> Floor, including 29<sup>th</sup> Floor of the Project Building, violated and contravened the mandatory provisions of Real Estate Regulation and Development Act, 2016 and Rules made thereunder and which violations and contraventions attracts prescribed strict action against Opponents.
- (ix) It is worthwhile to note that Section 11 of Real Estate Regulation and Development Act, 2016, described and prescribed the Functions and Duties of Promoters. The Opponents, being Promoters of subject Project have completely violated and contravene these provisions and which violations attract prescribed strict action against all Opponents.
- (x) It is worthwhile to note that Section 12 of Real Estate Regulation and Development Act, 2016, described and prescribed the Obligations of Promoter regarding veracity of the advertisement or prospectus. The contents of the same are reproduced herein below :

*"Where any person makes an advance or a deposit on the basis of the information contained in the notice advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act.*

Thus, as well stated and mentioned in the entire complaint as above, through Opponent's each representation and information in each manner, all Opponents have cheated these complainants by their desired fraudulent acts and thus Opponents have completely violated these provisions of Real Estate Act, 2016 and which violations and contraventions attracts prescribed strict action against Opponents.

- (xi) It is worthwhile to note that Section 13 of Real Estate Regulation and Development Act, 2016, described and prescribed that No deposit or advance to be taken by promoter without first entering into agreement for Sale. The contents of the same are reproduced herein below :-

*13(1) A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force. 13(2) The agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, alongwith specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed.*

Admittedly, the Opponents have demanded and accepted from these Complainants part sale consideration more than 10 percent of the total agreed consideration and has not executed Agreement for Sale for the subject Apartment and thus completely violated the mandatory provision and which intentional violations attracts prescribed strict action against Opponents.

- (xii) To verify the contentions of these Complainants, this Authority needs to refer the mandatory Provisions laid under Section 3, 4 and 5 of the Real Estate Act,

2016. The mandate prescribed under provisions of these Important Sections is completely violated by the Opponents and they are doing their business without any approval from this Competent Authority / MAHARERA and MMRDA. The Real Estate Act is in force to stop and control such illegal acts and which needs to be stopped by this Hon'ble Authority. This should be seriously noted by this Hon'ble Authority, that by showing Project Registration Certificate Number PS1800002637, the Opponents are selling the Unsanctioned Units / Apartments from the Unregistered Real Estate Project and this is a gross violation by Opponents and this Authority is fully empowered to cancel and revoke the registration of Opponents under Section 7 of Real Estate (Regulation and Development) Act, 2016. If, the strict action is not taken immediately, the Opponents will succeed to fool more and more innocent persons and which may be an irreversible process.

- (xiii) It is worthwhile to note that Section 14 of Real Estate Regulation and Development Act, 2016, described and prescribed about Adherence to sanctioned plans and project specifications by the promoter. The contents of the same are reproduced herein below :

***14(1) - The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.***

*14(2) Notwithstanding anything contained in any law, contract or agreement, after the sanctioned plans, layout plans and specifications and the nature of the fixtures, fittings, amenities and common areas, of the apartment, plot or building, as the case may be, as approved by the competent authority, are disclosed or furnished to the person who agree to take one or more of the said apartment, plot or building, as the case may be, the promoter shall not make-*  
*(i) any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, which are agreed to be taken, without the previous consent of that person;*

*Provided that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the allottee.*

*Explanation - For the purpose of this clause, "minor additions or alterations" excludes structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.*

*(ii) any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.*

*Explanation - For the purpose of this clause, the allottees, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.*

*34(3) - In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act.*



Admittedly, Opponents have not taken building sanctions / permission from the Competent Development Authority, i.e. MMRDA nor taken any approval or revised approval from the EC Department for subject project including subject Apartment agreed to be sold to these complainants and have offered to sale already sold various other Apartments to various other Allottees also. The Opponents have also taken substantial consideration from these complainants. The opponents have not only taken such huge amounts from these complainants, but have collected cores of rupees from various other Allottees whom they have sold units above the 20<sup>th</sup> floor, by their mischievous and fraudulent *modus operandi*. Thus Opponents have completely violated the mandatory provision of Section 14 and which intentional violations and contraventions attract prescribed strict action against Opponents.

(14) That after coming to know all above mentioned violations, fraudulent and mischievous acts of Opponents, these complainants sent a Notice to all Opponents on 09/04/2019. A copy of same is annexed herein with and marked as 'ANNEXURE 13'. The same notice is duly served upon all Opponents. The delivery / service report of Postal Department is also attached herein with and marked as 'ANNEXURE 14-A to 14-T'. Upon receiving the copies of said Notice, the Opponents kept mum for many days and on 25/04/2019 Opponent No. (1) and Opponent No. (9) replied the said Notice dated 09/04/2019, vide their written reply. A copy of same is annexed herein with and marked as 'ANNEXURE 15'. Upon going through the contents of the written reply from Opponent No. (1) and (9) companies, to the Complainant's Notice, these complainants got more shocked and surprised. Because, the Opponents vaguely and formally denied the contents of the Notice dated 09/04/2019, and though there is a clear violation by them, they are not ready to accept their faults and still continuing with the business with malpractices and fraudulent acts by constructing further upper building slabs above 20<sup>th</sup> Storey and selling Apartments and also registering the Agreements for all those unregistered Apartments. This was much more disturbing and caused these complainants a tremendous mental torture and agony, and therefore, to get the justice, these Complainants approached this Authority by filing present complaint.

(15) It is important to note and needs to consider by this Hon'ble Authority that the entire Development of the subject Project is undertaken by Opponent No. (1) and (9). The Opponent No. (2) to (8) are Directors and office Bearers of Opponent No. (1) and are in-charge and responsible for the business activity of Opponent No. (1). A copy of Company Master Data for

the Opponent No. (1) Company is procured form the website of Registrar of Companies and attached herein with and marked as 'ANNEXURE 16'. The Opponent No. (10) and (11) are Directors and office Bearers of Opponent No. (9) and are in-charge and responsible for the business activity of Opponent No. (9). A copy of COMPANY MASTER DATA for the Opponent No. (9) Company is procured form the website of Registrar of Companies and attached herein with and marked as 'ANNEXURE 17'. The entire offence is committed by Opponent No. (1) and (9) and at the time of committing the offence by above 2 companies, other opponents are in-charge and are responsible for Opponent No. (1) and (9) companies, and for their business and thus Opponent No. (2) to (8) and (10) and (11) are made party to this Complaint. And all opponents are responsible for the offences committed by them, as prescribed under Section 69 of the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder.

(16) This Hon'ble Authority is established and incorporated under section 20 of the Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Rules formed thereunder and have exclusive jurisdiction and Power to hear and take cognizance of the present complaint. And therefore, this complaint is filed before this Hon'ble Authority. It is humbly submitted by these complainants that, for the subject matter of this complaint, and for the provisions lay under Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Rules formed thereunder, and they have not approached any other Authority or Court of Law or any Tribunal.

(17) HENCE, THESE COMPLAINANTS PRAYS TO THIS HON'BLE AUTHORITY,

- (a) to take immediate cognizance of present complaint against the Opponents for complete violations by Opponents of the provisions laid under section 3, 4 and 5 of Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Rules formed thereunder,
- (b) to take immediate cognizance of present complaint against the Opponents for complete violations by Opponents, of the provisions laid under section 11, 12, 13, 14 and 16 of Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Rules formed thereunder.

- (c) As the subject Project, which is marketed, advertized and offered for sale by the Opponents, is not sanctioned by Competent Development Authority / MMRDA and also not registered with the MAHARERA Authority and therefore, it is utmost requirement by this Hon'ble Authority to pass an INTERIM ORDER under the provisions of Section 36 of Real Estate (Regulation and Development) Act, 2016, to stop developing, marketing, advertizing, selling the unregistered Real Estate Project by Opponents and to pass an order to stop the work of subject unregistered Project immediately, which is currently under full-fledged development by the Opponents.
- (d) To use the Powers conferred under Section 35 of Real Estate (Regulation and Development) Act, 2016 and expeditiously order in writing to the office of MMRDA to furnish the details about the Building Sanctions and Commencement Certificates issued in favor of Opponents for disputed Real Estate Project. Also to Order the Registration Offices and the Chief authority of Registration / IGR, Mumbai to stop registration of Agreements from subject unsanctioned and Unregistered Real Estate Project to avoid further complexity and illegal activities by Opponents. To call upon the details under provisions of Section 35(2) of Real Estate (Regulation and Development) Act, 2016, from the offices of MMRDA and Registration Offices and IGR, Mumbai, to get more clarity on the violations and frauds conducted by the Opponents.
- (e) The Opponents have taken Project Registration Certificate No. PS1800002637, to develop the Project Building till sanctioned 20<sup>th</sup> Floor. But they are using the same registration certificate for selling the units / apartments from unregistered part of Building, that is upper un-sanctioned and unregistered portion of larger Building. This is an ideal case of violations and misconducts described under section (7)(a), (b) and (c) of Real Estate (Regulation and Development) Act, 2016, and therefore, this Authority shall revoke and cancel the Registration granted to Opponent No. [9] <sup>1254402</sup> under Section 5, bearing the Project Registration Certificate No. PS1800002637. If subject Project Registration Certificate is not revoked, the Opponents will keep on marketing and selling the unsanctioned and unregistered Project by using above mentioned Project Registration Certificate No. PS1800002637. So, this Hon'ble Authority shall pass an order for revocation of Project Registration Certificate No. PS1800002637.

- (f) By revoking the Project Registration Certificate No. P51ED00002637 under section 7, this Hon'ble Authority must take steps under Section 8 of Real Estate (Regulation and Development) Act, 2016.
- (g) By playing Fraud on these Complainants, the Opponents in planned conspiracy, cheated these Complainants by conducting various illegal and mischievous acts as well narrated in the entire complaint. The representations and assurances of all Opponents, made this Complainants to part huge amount of Rs. 48,28,400/- (Rupees Forty Eight Lakh Thirty Eight Thousand Four Hundred only) to them. The Opponents are holding amounts of these Complainants and using it for their own use and benefits under completely illegal process. All those amounts are required to be taken back from the Opponents and needs to be repaid to these Complainants along with 24 % interest per annum. The acts and conducts of Opponents caused tremendous mental agony, torture and financial losses to these Complainants. And therefore, these complainants deserve a compensation and damages from Opponents. This Authority has powers to pass an Order for the same and Hence, these complainants prays to pass an order to Opponents for paying aggregate amounts of Compensations and damages to these Complainants, equivalent to Rs. 50,00,000/-.
- (h) To pass an Order of punishment to the Opponents as prescribed under section 59, for non-registration of Real Estate Project under Section 3 and to impose the maximum prescribed fine upto Ten Percent of the estimated Project cost.
- (i) To pass an Order of punishment / penalty upon the Opponents as prescribed under section 60, for contravention of Section 4 and to impose the maximum prescribed fine / penalty upto Five Percent of the estimated Project cost.
- (j) To pass an Order of punishment / penalty upon the Opponents as prescribed under section 61, for contravention and violation of Sections 5, 11, 12, 13, 14 and 15 of Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Rules formed thereunder and to impose the maximum prescribed fine / penalty upto Five Percent of the estimated Project cost.
- (k) And to pass any such other Orders, that this Authority feels required and proper to decide this Complaint.

- (I) Such other and further reliefs be granted as the nature and circumstances of the case may be require in the interest of Justice.

AND FOR THIS ACT OF KINDNESS, AND JUSTICE THE COMPLAINANTS SHALL AS IN DUTY BOUND FOR EVER PRAY.

PLACE : MUMBAI

Date : 20/06/2019

*Gwalani*  
*Bathija Jagdish*  
COMPLAINANTS *Bathija.*

VERIFICATION

We, (1) Mr. VIJAY GWALANI, Age : 45 Years, Occupation : Business and (2) Mr. JAGDISH BATHIJA, Age : 59 Years, Occupation : Business, Both Complainants having correspondence address at, 201, Sarkar Avenue East, Avenue Road, Santacruz West, Mumbai-400054, the Complainants herein do hereby state on solemn affirmation that what is stated in Para Nos. (1) to (16) is true and correct to our own knowledge and belief and the contents of the last Para No. (17) are our humble prayers, which also we believe to be true and correct.

Solemnly affirmed at Mumbai

This day of June, 2019

)

)

*Gwalani*  
*Bathija Jagdish*  
Deponent *Bathija.*