BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY MUMBAI. COMPLAINT NO: CC0060000023169

Mrs. Nanda Pooniwala & Mr. Trivesh Pooniwala (1) –

Complainants.

Mr. Umesh Prabhakar Terwadkar (2)

Sejal Devang Chudasama (3)

Vithal Govind Sawant (4)

Karbeikar Furkan & Karbeikar Akhaque Ahmed.(5)

Afzal Khan (6)

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Chetan Sadashiv Shetty.(7)

Ramchandra Palo & Ashok Palo.(8)

Jagat Chand Rajer. (9)

Kusum D. Mishra & Rohit D. Mishra.(10)

Dutesh S. Mishra & Kusum D. Mishra.(17)

Mr. Banwarilal R. Agarwal & Mr. Kamal B. Agarwal.(12)

– Sanjiv Srivastava.(13)

Kaisar Abdul Majeed Bawla.(14)

Radhika Gaurav Gupta (15)

Kartik Ashok Mehta.(16)

Jalpa Chirag Shah.(17)

Jagruti Ashokkumar Shah(18)

Minaxi Balwantrai Shah(19)

Saloni Dharam Kothari(20)

Dharam Shashi Kothari(21)

V/s.

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JVPD Properties Pvt.Ltd.

MahaRERA Regn: -P518000011181

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Respondents.

Coram: Shri B.D. Kapadnis, Hon'ble Member & Adjudicating Officer.

Appearance: Complainant: Adv. Mr. Tanuj Lodha. Respondents: Adv.Mr. Alok Kumar Singh For ASD Asso.Advocates & Solicitors.

Final Order

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4th May 2018.

The complainants have filed complaint contending that Complainant no. (1) booked flat no.1601 D - wing, Complainant no. (2) booked flat no. 3703 B- wing, Complainant no. (3 booked flat no.2802 E - wing, Complainant no. (4) booked flat no. 504 C- wing, Complainant no. (5) booked flat no. 604 C - wing, Complainant no. (6) booked flat no. 2703 A- wing, Complainant no. (7) booked flat no. 1902 D – wing, Complainant no. (8) booked flat no. 2201 D- wing, Complainant no. (9) booked flat no. 302 A - wing, Complainant no, (10) booked flat no, 803 A - wing, Complainant no. (11) booked flat no. 804 A- wing, Complainant no. (12) booked flat no. 2202 A3- wing, Complainant no. (13) booked flat no. 1603 B- wing, Complainant no. (14) booked flat no. 3003 C - wing,

Complainant no. (15) booked flat no. 2804 A - wing, Complainant no. (16) booked flat no. 1701 B - wing, Complainant no. (17) booked flat no. 2701 B - wing, Complainant no. (18) booked flat no. 2702 B - wing, Complainant no. (19) booked flat no. 2902 B - wing, Complainant no. (20) booked flat no. 3601 A3 - wing, Complainant no. (21) booked flat no. 3602 A3 - wing,

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in respondents' registered Bhagtiani Serenity project situated at Village Tirandaz, Taluka Kurla, Mumbai. Complainants have levelled following allegations against respondents for getting refund of their amount with interest and/or compensation:

A. Respondents issued the allotment letters contending therein that respondents shall complete the construction within the period of 42 months from the receipt of final commencement certificate from plinth level and if the clearances are not obtained within the period of 9 months with the grace period of next 3 months. Respondents by letter dated 24th July 2017 showed their inability to complete the construction and give possession as agreed. Respondents, made themselves liable to refund all the amounts paid by the complainants with interest and / or compensation under Sections 12, 18 (1)(b) of Real Estate (Regulation and Development) Act, 2016 (RERA).

B. Respondents projected that they shall complete Bhagtani Serenity project and collected money from the complainants and now declared that they are not going to complete it. It is the contention of the complainants that the respondents have not refunded their amount though they have mentioned in the letter dated

24.07.2017 about refund of their money. This amounts to unfair practice and/or fraudulent act and thereby contravened Section 7(1)(c) & (d) of RERA.

C The respondents changed sanctioned plans without previous written consent of at least 2/3 allottees and thereby contravened
 Section 14 of RERA.

Defence of respondents:

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2. The respondents have filed the reply to contend that there is no agreement for sale, therefore Section 18 of RERA is not attracted. The respondents further contend that the complainants are the investors and they are not allottees because in Para 11 & 18 of the provisional allotment letter they have admitted that they are investors. The provisional letter for booking is subject to approvals and permissions to be granted by various authorities for construction. It is a contingent contract and therefore it cannot be enforced as the approvals and permissions required for construction have not been granted. They deny all other allegations levelled by complainants. Hence they request to dismiss the complaint.

3. Following points arise for my determination and findings thereof are as under:

Points.	Findings.
1.Whether the complainants are investors?	Negative.
2. Whether MahaRERA has jurisdiction to adjudicate this complaint?	Affirmative.
3. Whether there is concluded agreement	Affirmative.
for sale?	
 Whether the respondents have failed to comp the flats due to discontinuance of their busine as developer in respect of Bhagtiani Serenity project within the meaning of Section 18(1)(b) 	55

of RERA?

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5.	Whether the complainants prove that they sustained loss/damage due to the false statement of the respondents contained in prospectus, advertisement and allotment letters regarding the completion of the project?	Affirmative.
6.	Whether the respondents practiced unfair practice and indulged in fraudulent act within the meaning of Section 7 (1) (c) (d) of RERA by not refunding complainants' amount?	Affirmative.
7.	Whether the respondents have failed to adhere to sanctioned plan and project specifications and thereby contravened Section 14 of the Act?	Redundant.
	Researce	

Reasons.

Point Nos. 1 to 3- Preliminary objections.

4. The respondents have taken a stand that the complainants are the investors, therefore, they are not entitled to file the complaints under Section 31 of RERA. It is pertinent to note that any aggrieved person can file a complaint against the promoter of the registered project, if the promoter contravenes or violates any provisions of RERA or Rules or Regulations made thereunder. The learned Advocate of the respondents submits that the complainants did not insist on execution of agreement for sale only because, they are investors. I do not agree with him because they booked the Flats during the period 2013- 2015, the respondents themselves have contended that they received IOD on 06.04.2016. IOD was required for registration of the agreement. The respondents delayed the IOD and they avoided to execute the agreement for sale. They cannot take undue advantage of their own wrong to say that the complainants are investors.

Moreover, when one looks at the terms and conditions of the allotment letter, there remains no doubt in my mind that the complainants come under the purview of 'allottee' defined by Section 2 (d) of RERA.

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5. The respondents have not mentioned while uploading the information of their project on the official website of MahaRERA that the complainants are the investors or they have financed them. Section 4(2)(k) of RERA provides that the names and addresses of the contractors, architect, structural engineer, if any and any other person concerned with the development of the proposed project must be put on the website. Therefore, they are estopped from denying the complainants' status as home buyers.

6. All the terms and conditions of the allotment letters clearly indicate that the complainants agreed to purchase the flats for consideration to be paid by them in instalments depending upon the stages of the construction. and the last instalment payable was at the time of handing over the possession. They contain all necessary conditions of agreement of sale, they are signed by both the parties. So I treat them as concluded contracts. Therefore, merely because it is mentioned in Clause 10 of the allotment letter that the complainants are investors that will not make them the investors in the real sense of the term. A person who pays money to the promoter in anticipation of buying a flat, in fact, invests his money for house and therefore, Section 12 of RERA also refers to such amount as investment. Only because the complainants have deposited their amount with the respondents, it does not mean that they become the investors interested in earning profits. The respondents have not produced any evidence to prove that the complainants are in habit of investing their funds in real estate projects for earning profit. Therefore, I hold that in the facts and circumstances of the case, the complainants do not appear to be investors but they are allottees. Hence MahaRERA has jurisdiction under section 31 of the Act to adjudicate upon this complaint.

Point No.4

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7. Section 18(1) (b) of RERA provides that, if the promoter fails to complete or is unable to give possession of an apartment, plot or buildingdue to discontinuance of his business as a developer, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, to return the amount received by him in respect of that flat with interest at prescribed rate including the compensation. There is no dispute on the point that the respondents have issued a letter to the complainants. on 24.07.2017 and disclosed the fact that for various reasons mentioned in the said letter, it is not possible for them to proceed ahead with the project. and complete it. Therefore, so far as this project is concerned, the promoters have failed to complete the flats due to their abandonment of the project which must be construed as discontinuance of his business as a promoter. Hon'ble High Court has also referred to such situation where the promoters can claim frustration when they are unable to complete the project for no fault of their own, in the case of Neelkamal Realtors Suburban Pvt. Ltd. - v/s- Union of India (W.P.No. 2737 of 2017). In para-259 of the judgment Their Lordships have mentioned that even in such a situation promoter will have to return the allottees' amount with interest. Hence, I find that the respondents are liable to refund the complainants' amount.

Point no. 5

8. The complainants have relied upon the advertisement, prospectus, allotment letter issued by the respondents relating to project Bhagtiani Serenity. These documents are sufficient to show that at the time of issuance of these documents, the respondents represented that they launched the project and would complete it. By their letter dated 24.07.2017 they have declared that they would not complete the project for the reasons mentioned in the letter and gave option to the allottees either to take refund of their amount or to be ready for accommodating themselves in other

project of the respondents. Therefore, this letter proves that the respondents gave false assurances by making false statements regarding the completion of the project. Because of this, Section 12 of RERA is attracted. The complainants want to withdraw from the proposed project, hence, they are entitled to get back their amount with interest under Section 12 of RERA also.

Point no.6

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9. It is the contention of the complainants that the respondents have not refunded their amount though they have mentioned in the letter dated. 24.07.2017. Clause 10 of the allotment letter clearly provides that the promoter shall pay the amount of the allottee with interest at the rate of 15% per annum from the date of payment of the respective amount till the date of termination and it would be refunded after 180 days. The respondents by their letter dated 24.07.2017 have asked the allottees to get refund of their amount because the necessary permissions and approvals. have not been received by them as contended in the allotment letter. The respondents have not paid back the amount of the complainants and therefore, the complainants are entitled to get the interest at the rate of 15 % per annum by way of compensation on their amount from the date of its payments. The above mentioned facts are sufficient to indicate that the respondents have practised unfair practice and they have indulged into fraudulent act by inviting the complainants to book the flats in the project. which they. never intended. complete. tô. Jπ complaint. no.CC00600000001557 Neha Karmokar V/s. JVPD Properties PvtLtd. directions to respondents to refund the amount of all allottees of the project with simple interest at prescribed rate as per clause 10 of their allotment letters under Section 7 (3) of RERA have already been given.

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Point no.7:

10. Section 14 of RERA imposes a duty on the promoter to develop the project and complete it in accordance with the sanctioned plans. It prohibits the addition and alteration in the sanctioned plans in respect of apartment without previous consent of the concerned allottee and other alterations and additions in the sanctioned plans and specifications of the buildings and common areas without the previous written consent of at least 2/3rd of allottees. The complainants rely upon the plans contained in the brochures, area of the flat mentioned in the allotment letter etc. However, they have not produced any document to show that the sanctioned plans have been changed subsequently by the respondents. Since the respondents have decided not to construct the project and the complainants are also claiming their amount, this ground loses its field and becomes redundant.

Entitlements of the complainants:

11 While recording my findings on Point Nos. 1 to 6, I have held that the complainants are entitled to get back their amount with simple interest at 15% p.a. The complainants have filed the payment sheet marked Exhibit 'A to U' showing the payments made by them to the respondents towards consideration of flats and taxes. The receipt of the payment has not been disputed by the respondents. Respondents have defaulted in completing the project, hence they are bound to reimborse the complainants the amount of taxes. Therefore, the respondents are fiable to refund the said amount

12. The complainants are also entitled to get Rs. 20,000/- towards the cost of the complaint. Hence, the following order.

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ORDER

- The respondents shall refund the complainants the amount of consideration and taxes mentioned in their respective payment sheets marked Exh. 'A to U' with simple interest at the rate of 15 % per annum by way of compensation on their amount from the date of its payments till they are refunded.
- Payment sheets marked Exh. 'A to U' shall form the part of the order.
- The respondents shall pay complainants Rs. 20,000/ towards the cost of the complaint.
- 4. The charge of aforesaid amount shall be on the respondents' property under project bearing C T.S. No. 63A/5 and 64D "S" ward of village Tirandaz, Taluka Kurla, Mumbai, till the complainants' claims are satisfied.

Mumbai.

Date: 04.05.2018.

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(B. D. Kapadnıs) Member & Adjudicating Officer, MahaRERA, Mumbai.

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COMPLANANT NAME AND SIGN

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COMPLANNANT NAME AND SIGN

NAME VITTHAL GOVIND SAWANT (POWER OF AMOUNTY IN VIJSYS VITHAL SAWANT, WINS)

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RESPONDENTS REMARK:

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: -		800.000	Payment for Purchase of Fist 604, Wing C. Project - Bhagatani Serenity, Powa Mumbai	Cheque No 225669 Istued on Central Bank Of Fridia - Mikhrof Branch
, ~	15/6/2014	2.100.000 00		Cheque No 225670 Issued on Central Bank Of India - Vikhrok Branch
ñ	20,06/2014	2,100,000.00	Payment for Purchase of Flat 604. Wing C. Projectik Bhagatani Serenity, Powai Mumbai	jCheque No 225671 Issued on Central Bank Of India - Vikhroli Branch
v	28, 11/2614	650,000.00	Payment for Purchase of Flat 604. Wing C. Project - Bhagatani Serenity, Power, Mumbai	Chéque No 031722 Issued on Central Bank Of Indra - Vikhrofi Branch
~ _	12/5/2U16	00.008,201	Payrryn: for Purchase o' Ffat 604. Wing C, Project - Bhagatani Serenity, Powai Mumbai	<u>Cheque No 074694 issued on Central Bank Of Indra - Wikhrok: Branch</u>
-	12/5/2016	100,000 00	Payment for Purchase of Hat 604. Wing C, Project - Bhagatani Serenity, Power.Mumbai	Cheque No 058988 Issues on Central Bank Of Indua - Victimul- Aranch
r.	26/06/2014	00 007'581		Cheque No 225673 (ssued on Central Bank Of India - Vikhrof Branch
*	12/2/2016	35,0FB.D0	Payment for Purchase of Flat 604, Wing C. Project - Bhagalani Seron IV. Pewai Mumbai C. S., T. A.X.)	(Treque No 074695 Issued on Central Bank Of India - Vikhrof Branch
		6,675,918,00		
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3		- ;	Wards C + F + E
		Payment for Purchase or Lat 2705, Wring M. Project -	
' j 04-Ceci3	2 50 000 00	Bhagatani Serenity, Powar, Mumoar	<u>Cheque No, 114056 HDFC BANK Goregaon (e) Branch</u>
		Pavolent for Furthase of Flat 2703. Wing A, Project -	
2 04 Dec13	2.50.000.00	Bhagatani Seren ty. Powa, Mumbai	Cheque No. 114057 HDFC BANK Goregaon (e) Branch
		Payment for Purchase of Flat 2703, Wing A, Project	N069140009164396 PDFC BANK Goregaon (e) Branch
3 10-Mar14	2.00 000 00	Rhagatani Serenuty, Powa, Mumbai	
-		Payment for Purchase of Flat 2703, Wing A, Project -) N070140009317096 H0FC BANK Goregaon (e) Branch
4 11-Mar14	2,00,000 03	Bhagatani Serenity, Powai Mumbai	
		Payment for Purchase of Flat 2703, Wing A. Project-	ND71120009421757 HDFC BANK Goreeans let Braach
5 12-Mar14	2,00,000.00	Bhagatani Seren ty, Powai, Munibai	
		Payment for Purchase of Flat 2703, Wing A. Project	NO7314000654864 NUFC RANK GOREPOOLIE) BLANCH
6 -4-Mar14	1.80.000.00	<u>Bhagatani Seren ty. Powar, Mumbar</u>	
		Payment for Purchase of Flat 2703, Wing A. Project	N139140017618756 HDFC BANK Gorezaon lei Branch
719.May14	2.00,000 00	Bhagatani Serenity, Powo, Wumbai	
		Payment for Purchase of Flat 2703, Wing A. Project -	N140140017704988 HDFC BANX Goreeson (e) Branch
8 20-May14	1,71,551,00	Bhagatani Serenity, Powai, Mumbai	
		Payment for Purchase of Flat 2703, Wing A. Project -	
<u>9</u> 14-Jun-14	51,000.00	Bhagatani Serenity, Powai, Mumbai	
	17,02,541.00		

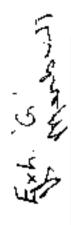
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Sr.No. Date	Oote	Amount]Receipt no./Oregue No. with Sank Names	o. with Sank Names
			Payment for Purchase of Flat- 1902, Wing - D, Project -		
+	1 13-Feb-14		1,00,000.00 Bhagatan Sertnity, Powai,Mumbal	Cheque No - 14291	BORK : CENTRAL BANK OF INDIA
			Payment for Punchase of Flat- LUUZ, Wing - D, Project -		
r II	2 07-Mar-14		2,00,000.00 Bhagatani Serenity, Powal Mumbal	Cheque No - 14293	Bank : CENTRAL BANK OF INDIA
			Payment for Purchase of Flat- 1902, Wing - D, Project -		
(T)	3 30-Mar-14		29,63,260.00 Bhagatani Serenity, Powat/Mumbai	Creque No - 14294	Bank : CENTRAL BANK OF INDIA.
			Payment for Purchase of Flat- 1002, Ming - 0, Project -		
-1	4 30-Mar-14		1,00,034.00 BhagataniSerenity, PowaiMumbel (SERvig & F.R.K)	Cheque No - 14295	Bank: GENTRAL BANK DF INDIA
			Payment for Purchase of Flat: 1902, Wing - D, Project -		
5	5 15-Apr-14		20,167.00 Bhagataru Sereniky, Powai(Mumbai [5(R44;1][A) ×]	Creque No - 14297	Bank - CENTRAL BANK OF INDIA.
			Payment for Purchase of Flat- 1902, Wing - 0, Project -		
9	6 12-May-16		3,87,750.00 Bhagatani Serenity, Powai Mumbai	Cheque No - 30200	Bank : ICHO BANK.
			Payment for Punchase of Elat. 1902, Wing - D, Project -		
r.	7 12-May-16		7,00,000.00 Bhagatani Serenity, Powat Mumbai	Cheque No - 76200	Bank : CENTRAL BANK OF INDIA.
			Payment for Purchase of Rat- J102, Wing - D, Project -		
9	Bj 12-May-18		47,317.00 Bhagatant Serenity, Powai Munibai 🦷 🤇 i i 🖓	Cheque No - 30200	Bank ; KICI BANK.
	Total	45,19,318.00			

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350,000 00 [Payment for purchase of Flat 2201_O wrig. Bhagtani Serenity - Powar project
5.257,590.00

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Date .	Amount .	Purpose	Receipt No./ cheque No with Bank Name
	<u> </u>	5.00.000/ Payment for purchase of flat no. 302-Wing -A, Bhagtani Serenity, Powal, Mumbai	Chq. No772200, State Bank Of India, IIT Powal, Mumbai
30/05/2013 .	'		Chano. 772201, State Bank Of India, IIT Powar, Mumbal
10/06/2013		Payment for purchase of flat no. 302-Wing -A. Bhagtani Serenity, Powai, Mumbai	Chq no 772202, State Bank Of India, IIT Powel, Mumbai
15/06/2013		2.20.750/- Payment for purchase of flat no 302-Wing -A, Bhagtani Serenity, Powar, Mumbal	Chq no. 016615, Saraswat cooperative bank, Hiranandan) Powai
30/06/2013	5,00,000/	Payment for purchase of flat no. 502-Wing -A, Bhagtani Serenity, Powai, Mumbai	, Chq. No. 772203, State Bank Of India, IIT Powar, Mumbai
30/06/2013	68,621/- (Service Tax}	Payment for purchase of flat no. 302-Wing -A, Bhagtani Serenity, Powai, Mumbai	Chq. No. 164970, Axis Bank, Powai Mumbar
	22,69,371		

Complainant Name & Sign

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JAGAT CHAND RAJEN - HOLDER OF POA FOR PARUL CHAND RAJEN

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			TRIVESH POCHWAR	Exh J W Larl
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SR NO.	DATE	AMOUNT (RS.)	PURPOSE	RECEIPT NO./ CHEQUE NO. WITH BANK NAMES
-	19.04.2013	-/000005	PROJECT - BHAGATANI SERENITY, POWAI, MUMBA)	CHEQUE NO:454821 , STATE BANK OF INDIA, IIT MAINGATE POWAI BRANCH
2	05.08.2013	100000/-	PAYMENT FOR PURCHASE OF FLAT 803 WING A PROJECT - BHAGATANI SERENITY, POWAL MUMBAI	CHEQUE NO:454829 , STATE BANK OF INDIA, IIT MAINGATE POWAI BRANCH
, m	16.08.2013	445800/-	PAYMENT FOR PURCHASE OF FLAT 803 WING A PROJECT - BHAGATANI SERENITY, POWAI, MUMBAI	CHEQUE NO:454830 , STATE BANK OF INDIA, IIT MAINGATE POWAI BRANCH
4	19.04.2013	60125/-	PROJECT - BHAGATANI SERENITY, POWAI, MUMBAI	CHEQUE NO:454823 , STATE BANK OF INDIA, IIT MAINGATE POWAI BRANCH
		2005925		
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IP.04.2013 19.04.2013 19.04.2013		0060000023169	AMOUNT (RS.)	50000 PI	1445800 PI	(SERVICE TAX) PI	925	SHKA

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Idvioj	COMPLAINT NO	CC0060000	CC0060000023169 OF 2018 - TRIVESH POONIWALA & ORS Vs IVPD PROPERTIES PVT LTD & And	PROPERTIES PVT LTD & And Exclusion
Sr No.	Opto	Amount	Purpose	Receipt no./Cheque No.with Bank Names
	20-05-2314	00.000,11,1	Peyment for Purchase of Flat 2202, Wing AB, Project - Shegatani 1,11,030.00 Serenity, Powal, Numbal	Cheque No. 029675 - Bank of India tete unbail
11	2 05-07-20 1 4	8,05,730.00	Payment for Purchase of Flet 2202, Wing A3, Project, - Bhagatani 3.05.730.00 (Serenity, Powal,Mumbal	Cheque No. 070036 . Back of India Advances!
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Ĺ		9,16,780.00		

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	5 :5 :00:15	251,000 (3)	والمهيما أوراد والانامان المانا بالأسراق أقتراهم اللي ويشعل للاحمام المريمي والمعيدية	122511	OBC MOME puri revide hi	
	5 00 12	_		122510	OBC NAME DATI THE GAM	_
!	1. 7404-13	_		122514	OBC reats part year of h	
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	2 5 10 142		الماليا فالمالي المراجع المراجع والمراجع المالي المالية المالية المالية المالية المحمل المحمل المحمليان	534589	HDFC BANK/Viasov - O truch branch New Ceffy	
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	2 1 / Weiling	175:00:00	(areacele during a file act) more interes thereign forming including the	07701×	ŞYMÇAÇATE BANK 14 vəs puri nəm defin	
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COMPLAINANT NAME AND SIGN

NAME Radhika Gauray Gupta

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Sr.No.	Date	Amount	Purpose	Receipt np./Cheque No. with denk vames	
	d4/09/2014	151,000.00	Payment for Purchase of Flat 2701, Wing R. Project - Rhagetani Serenity. 151,000 00 Powel, Mumbai		
_	11/09/2014	500,000,000	Payment for Purchase of Fly: 2701, Wing B. Project - Bhagatani Serenity. 500,000.00 [Powai,Mumba]	BAZZAB - AXIS BANK ITD - MEILINND WEST BE	
19	3 24/09/2014	500,000.00	Payment for Purchase of Hat 2701, Wing B, Project - Bhagatan Serenity, 500,000.00 [Powa, Mumbai	347205 - AXIS BANK LTD - MULLIND VYFST &R	
	34/10/2014	503,000 00	Payment for Purchase of Elsi 2701, Wing B, Project - Bhagatani Serendy, \$00,000-00 Powe,Mumpar	1347206 - AXIS BANK LTD - MULLIND WEST BR	
· ·	72/10/2014	\$00,000 00	Payment for Purchase of Flat 2701, wing 8, Project - Bhagatani Serenity, 500,000-00-Powai,Mumbai	347207 - AXIS RANK I TTA MINING WEST DE	
Р	24/11/20:4	601000 ⁷ 005	Playment for Purchase of Hat 2701, Wing 8, Project - Bhagatan Serendy, 500,000, Powai, Mumbai	347208 - AXIS BANK ITTI MULLIND WEST AD	
~	24/12/2014	00'000'€₽E	Payment for Purchase of Flat 2731, Wring 8, Project - Bhagatani Serenth, 343,000.00 Powai,Mumbai	1347209 - AXX BANK I TO MULLIND WEST BO	
ay	5:02/10/#1	00 067 '66	Payment for Purchase of Flat 2731, Wing B. Project · Bhagatani Sevenity. 95,790-00 Powar-Mumbar 5.1AX	594121 - AXIS BANK LTO , MULLIND WEST BR	
¢0	15/04/2015	100.000.00	Payment for Purchase of Flat 2701. Wing F. Project Bhagatan Serendy. Powal, Murriban	247210 - ANS BANK LTD , MULUND WEST BR.	
	:	3 195,790.00			
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COMPLANANT NAME AND SIGN

NAME JALPA CHERAG SHAR

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RESPONDENTS NAME AND SIGN

1NO7	- I. QUI NÓ. I -	CC0060000	COMPLAINT NO.: - CC0060000023169 OF 2018 - TRIVESH POONIWALA & ORS VS IVPD PROPERTIES PVT LTD & And $E_{oldsymbol{x}}$	PROPERTIES MY LTD & And $E_{\mathbf{x}\mathbf{h}}$, R
¥ ∻	Dete	Amount	Purpase	Receipt no./Cheque No. with Bark Names
	1 1 000 100 1		Payment for Purchase of Flat 2302, Wing B, Project - Obagatani Serenity,	
	1 1/05/2014		\$10,000.00 Power,Mumba	493046 - AXIS GANIE CTO , MULUND WEST BR.
			Payment for Purchase of Flat 2702, Wing B, Project Bhagatani Serenity,	
	2 20/02/2014		500,000:00 (Powsi,Mwwai	AB\$0\$5 AXIS BANK 17D , ANULUND WEST BR.
	0 10C10-110		Payment for Purchase of Rat 2 X02. Wing 8, Project - Bragatari Serenity,	
	3 0-11012014	500,000 00	500,000 00 PowawMumban	492051 - AXIS BANK LTD , MULUND 'NEST OR,
			Payment for Purchase of Flat 2003, Wing 3, Propect - Reagatant Serenity,	
	4 22/ 14/ 2014	\$00,000 00	500,000 00 Prevai, Numba	193052 - AXIS BANK LTD , MULUND WEST BR.
	10011100		Payment for Purchase of Flar 2702, Wing 3. Project - Bhagatani Serenaty,	
	5 C4/ LU 2//14	500,000.00	500,000 00 Powel,Mumbai	193053 · AXIS BANK (TD., MULUND WEST BR.
	201327212		Payment for Durchase of Flat 2702, Wing B. Project - Bhagacani Serenity,	
	6	\$00,000.00	500.000 0 Powal Mumbai	493058 - AKIS BANK LTO , MULUND WEST BR.
	1.10117015		Payment for Punchase of Hat 2702, Wing B, Emject - Bhagatani Serenity	
	constraints 2	95,790.00	95,790.00 Powai,Mirmbai - 5TAX	495060 - AXIS BANK LTD , IMULUID WEST BR.
:	15.0110.2015		Payment for Putrohase of Flat 2702, Wing B, Project - Ahagatani Serenity,	
	B	\$40.000.00	<u>100.000 00 Powie Mumbel</u>	493059 • AXIS BANKETD , MULUND WEST 6R.
	-	3,195,790.00		

COMPLAIMANT NAME AND SIGN

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2 8 8	Date	Amount	bitity	Receipt no./Cheque No. with Bank Names LA.	5
	11/09/2014	\$00,000,008	Payment for Purchase of Flat 2902, Wing B, Project - Blagatani Serenity, 500,000 (Powar, Numbai	DODDSS "HE KARUT VYASYA BANK LTD MULUHD V/EST BR.	-
	24/05/2014	1,500.000.00	Payment for Purchaup of Film 2903, Wing B, Project - Bhagarani Serenity, 1,500.000.00 (Rowst, Numbai	000060 - "HE KARUR VYASYA BANK LTD MULUND WEST BR	
	3, 04/10/201	200,000,004	Payment for Purchase of Flat 2902, Wing B. Project - Bhagetani Serenity, 300,000-00 (Powa, Numbai	000051 - "HE KARUA YYASYA BANK LTO MULUND WEST BR.	
	4 22/10/2014	400'000'00S	Payment for Purchase of Flat 2902, Wing R, Project - Bhagatani Serenity, 500,000.00 (Powai, Mumbai	DOODES - THE KARUR YYASYA BANK LTD MAULUND WAST BA.	١,
	¢ 14/01/2015	95,750 .06	Payment for Purchase of FbA 2902, Wing B, Project - Bhagatani Serenity, 95,790.00 [Powai,Mumbai - 5.TAX	DOOD1 - THE KARUA YYASYA BANK LTD MULUND WEST 3R.	
	6; 15/01/2015	100,000.00	Payment for Princhaite of Flue 2907, Wing B, Project - Bhagarani Sevenity, 100,000.00 Powei, Alumbai	DOOD71 - THE KARUA VYASYA BANK LTO MULUNO WEST 3R.	
		3.195.790.00			

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	L DOMPLAINT NO. :	CCOD6DODDO	CCOD6DODD023169 OF 2018 - TRIVESH POONIWALA & ORS VS IVPD PROPERTIES PVT ITD & AM	
Sr No.	Date	Amount	Purpose	Receipt res/Cheque No. with Bank Names
-	02/06//2014	100,000,001	Payment for Funchase of Flat 3601, Wing A3, Project - Bhagatani [Serenity, Powai,Mumba	NEFT - 6414036381. ICICI BANK
~	F100/e0/014	3,330,686.00	Payment for Furchase of flat 3601, Wing A3, Project - Bhagatani Serenity, Powai,Mumba	CHÉQUE BÉÉST, ICICI BANK
~	11/11/2014	00.689/016.1	Poyment for Furchase of flat 3601, Wing A3, Propert - Bhagatare Serenity, Powai,Mumban	RTGS SPINRS2014111206067589, SBI BANK
	\$107/21/65	: 24,0 <u>90</u> ,00		NEFT - 56447026344, ICIC) 8AMK
.7	15/01/2015	00'000'05V		CHEQUE - E98312, SDI BANK
\$	20/01/2015	:3,905.00	Peyment for Purchase of flat 3601, Wing A3, Project - Bhagatani Serenity, Powar Murubar - Service Tax Payment	NEFT SG449026542, 1000 UAVK
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COMPLANANT NAME AND SIGN

NAME Saloni Dharam Kothari

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Receipt no./Cheque No. with Bank Name, V. Jan P.	buonte	
PROPERTIES PVT LTD & And Exh. U D Day JT	CC0060000023169 OF 2018 - TRIVESH POONIWALA & ORS VS JVPD PROPERTIES PVT LTD & And	сометанит мо ССО
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8.43, Project - Bhagatani MEFT - 000641 8.43, Project - Bhagalani CHFCUE - 366 6.43, Project - Bhagalani RTGS - SBINRS 8.43, Project - Bhagalani NFFT - 564490 8.43, Project - Bhagalani CH-QUE - 702 8.43, Project - Bhagalani NEFT - 564490 9.43, Project - Bhagalani NEFT - 564490	410		A	Purchase	Receipt no./Cheque No. with Bank Names
Payment for Purchase of Flat 3602, Wing 43, Project - BhagManl Serenty, Powai, Mumbal Fayment for Purchase of Flat 3602, Wing 43, Project - BhagMani Serenty, Powai, Mumbal - Service Tax Payment Serenty, Powai, Mumbal - Service Tax Payment Serenty, Powai, Mumbai - Service Tax Payment Serenty, Powai, Mumbai - Service Tax Payment Serenty, Powai, Mumbai - Service Tax Payment	007 t102/201	, S	000.00	flat 3602.	44EFT - 00D641413497, ICKCI BANK
Paymeni for Purchase of Flat 3632, Wing A3, Project - BFagulahi Serenity, Powai, Mumbal Payment for Purchase of Flat 3632, Wing A3, Project - BFagalani Serenity, Powai, Mumbal - Service Tax Payment Serenity, Powai, Mumbai Serenity, Powai, Mumbai Serenity, Powai, Mumbai - Service Tax Payment	10/09/2014792	. 292	630.00	Payment for Purchase of Flat 36/2, Seconda, Powel, Mumbal	CHECUE - 366827, ICACIBANK
Payment for Purchase of Flat 3602, Wing A3, Project - B1 agalani Serenty, Powaj Mumbal - Service Tan Payment Payment for Purchase of Flat 3602, Wing A3, Project - Bhagalani Serenity, Powal Mumbai Fayment for Purchase of Flat 3602, Wing A3, Project - Bhagalani Serenity, Powal Mumbai - Service Tan Payment	13/11/2014 1.29	N	2,627.00	Flat 3632,	RTGS - SBINR52014111306067589, 5Bi BANK
Payment for Purchase of Flat 3602, Wing 43, Project - Of agatan Serenity, Powai,Mumbai Fayment for Purchase of Flat 3602, Wing A3, Project - Bhagatan Serenity, Powai,Mumbai - Service Tax Payment	29/12/2014	Ĺ	00-526-20	Flat 3632, Service T	NFET - 96447026844, NOCI BANK
Payment for Purchase of Flat 3602, Wing A3, Proyect - Bhagatani Serenity, Powai Mumbai - Service Tan Payment	4 ST02/T0/St			Payment for Purchase of Flat 3602, Wing 43, Project - Chagatai). Serenity, Powal, Mumbai	CHEQUE - 702937282. ICICI BANK
	20/01/2015		3, 405-00	Payment for Purchase of Flat 3602, Wing A3, Proyect - Shagatani Screnky, Powai, Mumbai - Service Tan Payment	NEFT - 56449026842, KTCH BANK
127,137.00					
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COMPLAINANT NAME AND SIGN

NAME Dharam Shashi Kothari

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