

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**

Complaint No. CC00600000090012

1. Mr. Mahesh Phadke
2. Mrs. Mrunmai Phadke

..... Complainants

Versus

1. M/s. Aditya Enterprises.
2. Mr. Satyendra Vishwakarma.
3. M/s. S.D. Bhalerao.

..... Respondents

Project Registration No. **P51700015954**

Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA

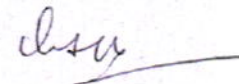
Adv. Shubham Phanse appeared for the complainants.

Adv. U.S. Borade appeared for the respondent.

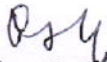
ORDER

(30th October, 2019)

1. The complainants above named have filed this complaint seeking directions from MahaRERA to the respondents to execute registered agreement for sale with the complainant as per the allotment letter dated 1-1-2014, as provided under Section-13 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat in the respondent's project known as "Shreesandesh Heights" bearing MahaRERA registration No. P51700015954 at Thane.
2. This matter was heard finally on 15-10-2019, when both the parties appeared through their respective advocates and made their respective submissions.
3. It is the case of the complainants that they have booked the said flat for a total consideration amount of Rs. 64,53,000/-. Of this, they have paid an amount of Rs. 22,00,000/- to the respondent. Accordingly, the respondents have issued allotment letter dated 1-1-2014 for the said booking. Though they have paid more than 30% amount to the respondents, till date the registered agreement for sale has not been executed with them. Hence, the present complaint has been filed.



4. The respondents disputed the claim of the complainants and stated that the complainants are disputing about the cash payment of Rs. 12,00,000/- paid by them, as the receipts are different and the now the project has been taken over by different entity. Hence, the respondents have refused the prayers sought by the complainants.
5. The MahaRERA has examined the rival submissions made by both the parties as well as record. In the present case, the complainants are seeking directions from MahaRERA under section-13 of the RERA. Admittedly, the allotment letter has been issued in favour of the complainants for the said booking. The respondents have disputed the payment made by the complainants in cash. In this case, the MahaRERA has observed that the said flat was booked for a total consideration amount of Rs. 64, 53,000/- . Out of this, the complainants have paid an amount of Rs. 10,00,000/- by cheque and Rs. 12,00,000/- by cash. Even if the cheque payment is considered by the MahaRERA, it shows that the complainants have paid more than 10% of the total cost of the said flat. Therefore, the respondent No. 1 is liable to execute the registered agreement for sale with the complainants as provided under section -13 of the RERA.
6. In view of these facts, the MahaRERA directs the respondent No. 1 to execute the registered agreement for sale with the complainants in accordance with the allotment letter dated 1-1-2014 within a period of 30 days from the date of receipt of this order.
7. With regard to the cash payment, the MahaRERA feels that the complainant can lodge complaint with the appropriate authority for investigation.
8. With these directions, the complaint stands disposed of.


(Dr. Vijay Satbir Singh)
Member – 1/MahaRERA