

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000012320

Oberoi Constructions Ltd. ... Complainant

Versus

Asset Auto (I) Pvt. Ltd. ... Respondent
MahaRERA Regn.No. P51800002656

Coram :
Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Mr. Rajeevan Nair, Executive VP with Adv. Richa Singh
Respondent himself appeared along with Adv. Sanchitta Sidhar (S.Mahomedbhai & Co.)

Order

29th January 2018

1. The Respondent had booked two apartments bearing No. A-1006 and A-1005 in the Building known as 'Enigma' of the Complainant's above mentioned project situated at Mulund, Taluka Kurla, District Mumbai Suburban, on 15th January 2015 and 17th January 2015 respectively and issued allotment letters on 16th May 2015, which was duly signed and accepted by the Respondent.
2. As per clause 5 of the Allotment letter, the Respondent is required to execute the Agreement for Sale in respect of the said booked apartments. However, in spite of continuous request and follow up with the Respondent, the Respondent allegedly neither made the payment of stamp duty nor did he come forward for execution and registration of the Agreement for Sale. Therefore, the Complainant approached this Authority seeking direction to the Respondent for execution and registration of the Agreement for Sale.



3. For the first hearing on 8th January 2018, the Respondent was absent and hence the matter was adjourned. During the hearing held on 18th January 2018, the Respondent appeared in person and stated that he has paid 30 % of the total consideration of each apartment. However, since the construction work was not satisfactory and he had already made 30% payment upfront without registration of agreement for sale, he did not make further payments. Therefore, he was still not willing to execute the Agreement for Sale and wanted to cancel the booked apartments.
4. During the hearing, the Complainant mentioned that the project work was now satisfactorily progressing. He assured the Respondent about the completion of project before the period of 31st December 2021, i.e. the revised proposed date of completion put on MahaRERA website and handing it over to the Respondent with all amenities as agreed, along with OC. The Respondent, thereafter, agreed to reconsider his stand and continue in the project, provided the Complainant agrees to waive the delayed interest charged on him. The Complainant agreed to the same.
5. The parties, therefore, shall execute and register the agreements for sale within 30 days of this order. The Complainant may raise the demand on the Respondent of any outstanding principal consideration amount that has become due on the date of registration. However, no delayed interest, that may have accrued till date, shall be demanded by the Complainant. The Respondent, hereinafter, shall make timely payments of the dues, in accordance with the terms and conditions of the registered agreement for sale.
6. We further direct the Complainant to update the information regarding progress of the work, within 7 days from date of this Order and also from time to time.
7. With the above directions, the matter is hereby disposed of.


(Gautam Chatterjee)

Chairperson, MahaRERA