

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

1. Complaint No. CC006000000194102

Ashok Madhubhai Desai ..Complainant
Versus
Shreeji Construction ..Respondent

2. Complaint No. CC006000000194192

1. Chinmay Oza
2. Chaula Oza ..Complainants
Versus
Shreeji Construction ..Respondent

3. Complaint No. CC006000000194193

Hemal K Patel ..Complainant
Versus
Shreeji Construction ..Respondent

4. Complaint No. CC006000000194194

1. Kalpesh Shah
2. Anjana Shah ..Complainants
Versus
Shreeji Construction ..Respondent

5. Complaint No. CC006000000194281

1. Manjit R Gwalani
2. Sunita R Gwalani ..Complainants
Versus
Shreeji Construction ..Respondent

6. Complaint No. CC006000000194282

1. Sunita
2. Deepa H Mehta ..Complainants
Versus
Shreeji Construction ..Respondent

7. Complaint No. CC006000000194294

1. Aparna Dalvi
2. Ashwin Chandrakant Dalvi ..Complainants
Versus
Shreeji Construction ..Respondent



MahaRERA Project Registration No. **P51800007630**

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

Ld. Adv. Dishang Shah appeared for the complainants.

Ld. Adv. Alvina Castelino appeared for the respondent.

ORDER

(10th June, 2021)

(Through Video Conferencing)

1. The complainants abovenamed have filed these separate 7 separate complaints seeking various directions from MahaRERA to the respondent to execute the registered agreement for sale with them under the provisions of section 13 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') and few of the complainants are seeking interest for the delayed possession under section 18 of the RERA in respect of booking of their respective flats in the respondent's registered project known as "**Shreeji Parkview**" bearing MahaRERA registration No. **P51800007630** at Borivali, Mumbai.

2. These complaints were scheduled for hearing on 12-05-2021 as per the Standard Operating Procedure dated 12-06-2020 issued by MahaRERA for hearing of complaints through Video Conferencing. Both the parties have been issued prior intimation of this hearing and they were also informed to file their written submissions, if any. Accordingly, both the parties appeared for the hearing and made their submissions. After hearing the arguments of both the parties, it was noticed by the MahaRERA that the booking was done in the project without commencement certificate and in violation of section 13 of the RERA. Hence the it was directed that all sale transactions

shall remain suspended in order to prevent irregularities by the respondent and the case was adjourned for next hearing till 03-06-2021. However, the matter could not be taken on board due to circular of seniority issued by the MahaRERA. The complainants thereafter moved precipe on record of MahaRERA through email for listing of these matters on board and requested to extend the stay granted on 12-05-2021 till further date. Hence these complaints are scheduled for hearing today, when both the parties appeared for the hearing through their respective advocates and made their submissions. The respondent also filed its reply on record of MahaRERA. The same is taken on record. The MahaRERA heard the arguments advanced by both the parties and also perused the available record.

3. The complainants have filed these 7 separate complaints seeking relief under sections 13 and 18 of RERA for execution of agreements for sale / to pay interest for the delayed possession. The complainants have provided the following information in their complaints in support of their claim:-

Sr. No.	Names of the complainants	Flat nos. Total consideration & amount paid	Date of registered AFS/ Date of possession	Reliefs
1	Ashok Madhubhai Desai	A/303 Rs. 74,00,000/- Rs. 40,00,000/-	Nil	Execution of agreement for sale
2	1. Chinmay Oza 2. Chaula Oza	A/1601 Rs. 80,00,000/- Rs. 30,00,000/-	Nil	Execution of agreement for sale

3	Hemal K Patel	A/404 Rs. 54,00,000/- Rs. 20,00,000/-	Nil	Execution of agreement for sale
4.	1. Kalpesh Shah 2. Anjana Shah	B/704 Rs. 93,91,000/- Rs. 16,78,000/-	Nil	Execution of agreement for sale
5.	1. Manjit R Gwalani 2. Sunita R Gwalani	B/1404 Rs. 59,00,000/- Rs. 59,00,000	13-04-2018 Not specified	Interest for the delayed possession
6.	1. Sunita Mehta 2. Deepa H Mehta	A/1704 Rs. 59,00,000/-	13-04-2018 Not specified	Interest for the delayed possession
7.	1. Aparna Dalvi 2. Ashwin Dalvi	B/903/904 Rs. 69,32,000/- Rs. 64,32,000/- Total Rs 57,13,110/-	Nil	Refund with interest

4. The complainants have stated that the said project has been registered under the provisions of the RERA. However, the respondent without their consent changed the plans on 5-10-2018. However, the respondent has entered into joint venture agreement with the other promoter. Hence their rights as allottees of this project should be protected. The complainants further stated that they have booked their flats in between the years 2016 to 2019, however, there is no permission such as commencement certificate which is obtained by the respondent. Hence, the complainants prayed to allow these complaints.

5. The respondent on the other hand has refuted the claim of the complainants by filing reply on record of MahaRERA. The respondent has mainly stated that the complainants have obtained the stay order by giving misleading information to MahaRERA and hence the said status quo order suspending the sale transaction be vacated. It has further stated that it has obtained all requisite permissions for construction in the project and even it has received commencement certificate duly issued by the competent authority. It has further stated that no third party rights with respect to this project has been created as alleged by the complainants. However, the rights of these complainants are protected in this project.

6. As far as the claims raised by the complainants, the respondent has stated as follows:

a) With respect to the reliefs sought by the complainants at sr.nos.1 to 4 mentioned herein above, the respondent has stated that it has accepted the rights of the complainants in this project and has shown its willingness to execute the registered agreements for sale with them. The respondent further stated that with respect to claim of the complainant at sr.no. 2, it has stated that the settlement talks are going on between it and the said complainants.

b) With respect to the complaint at sr.nos. 5 and 6, the respondent has stated that it has executed registered agreements for sale with those complainants, wherein the date of possession is mentioned as 31-12-2022, which is yet to arrive. Hence their

claim under section 18 towards the interest for the delayed possession is not maintainable.

c) With respect to the claim of the complainant at sr.no. 7 towards refund, the respondent has shown its readiness and willingness to refund the said amount with interest.

7. Considering these facts and submissions made by the respondent particularly with respect to the complainants who have filed the complaints seeking reliefs under section 13 of the RERA, the MahaRERA feels that nothing survives in their complaints.

8. Further, as far as relief sought by the complainants at sr.nos. 5 and 6, the MahaRERA has noticed that the agreed date of possession mentioned in their agreements for sale is yet to arrive. Hence their claim towards interest for the delayed possession seems to be premature as on date.

9. With regard to the relief sought by the complainants at sr.no. 7, since the respondent is ready and willing to refund the said amount along with interest, the MahaRERA feels that nothing survives in the said complaint.

10. Considering these facts and circumstances of this case, the MahaRERA directs the respondent to adhere to its statements / submissions made before MahaRERA as stated hereinabove and comply with the same within a time bound manner. However, liberty is granted to the complainants to approach MahaRERA in case of any default on the part of the respondent.

11. In view of above, the earlier status quo order dated 12-05-2021 granted by MahaRERA stands vacated and same is restricted with respect to the complainants flats till necessary compliance on the part of the respondent.
12. With these observations and directions all 7 complaints stand disposed of.
13. The certified copy of the order will be digitally signed by concerned Legal Assistant of MahaRERA and it is permitted to send the same to both the parties by e-mail.



Vijay Satbir Singh

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