

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000078325

Radheshyam Jaiswal

...

Complainant

Versus

Supreme Construction and Developers Private Limited
MahaRERA Regn. No. P52000003536

...

Respondent

Coram: Shri. Gautam Chatterjee, Hon'ble Chairperson

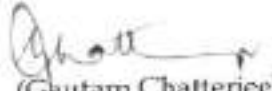
Complainant was himself present.

Respondent was represented by Mr. Muyur Shikhar, Authorised representative.

Order

July 25, 2019

1. The Complainant has withdrawn his complaint vide application dated July 22, 2019, stating that both the parties have amicably resolved and mutually settled the issue, with liberty to approach MahaRERA again, if any of the terms of the settlement terms are violated by the Respondent, in future.
2. In view of the above, the complaint is hereby disposed of, as withdrawn.


(Gautam Chatterjee)
Chairperson, MahaRERA


BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

ROZNAMA

Date: Monday, July 22, 2019

Coram:

Shri. Gautam Chatterjee, Hon'ble Chairperson

Complaint No	COMPLAINT NO: CC006000000078325			
		Name, Designation, Contact No.	Authorised Representative / Counsel / In-person	Memo of Authorisation / Vakaltname
Complainant	Radheshyam Jaiswal			
Respondent	Supreme Construction and Developers Private Limited MahaRERA Regn. No: P52000003536		Mugun Shinde 9077151543 M. Kulkarni	
Next Date				

- Heard both the parties.
- Complainant has withdrawn his complaint vide application dated July 25, 2019.
- Order has been passed on July 25, 2019.


(Gautam Chatterjee)
Chairperson, MahaRERA

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
ROZNAMA

Date: Monday, 06th May, 2019

Coram:

Shri Gautam Chatterjee, Hon'ble Chairperson

Complaint No	COMPLAINT NO: CC006000000078325			
		Name, Designation, Contact No.	Authorised Representative / Counsel / In-person	Memo of Authorisation / Vakaltnama
Complainant	Radheshyam Jaiswal	<i>RS Jaiswal</i> <i>[Signature]</i>		
Respondent	Supreme Construction and Developers Private Limited MahaRERA Regn. No: P52000003536		<i>Prayer Sharma</i> <i>[Signature]</i> 9022151543	
Next Date	JULY 22, 2019.			

- Heard both the parties.
- Respondent submitted that he is willing to offer a proposal for settlement amicably to the Complainant.
- Complainant accepted.
- For further observation, matter stands adjourned.

[Signature]
(Gautam Chatterjee)
Chairperson, MahaRERA

22/07/19

Date: 22/07/2019

To,
Maharashtra Real Estate Regulatory Authority.

Sub: Withdrawal application of complaint no CC00600000078325

Requested Sir,

I would like to withdraw my complaint from this forum since I have amicably settled with the respondent, with the liberty to again approach this Authority if any of the terms of the settlement is violated by the respondent.

Your requested to please allow me to withdraw the complaint.

Thanking you.


Yours faithfully,

(Radheysheem Jaiswal)

Complainant

Mobile no.: - 7020004940

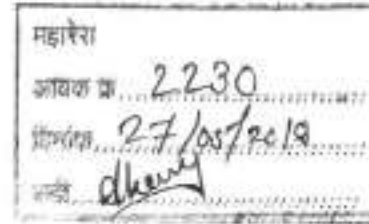
Godfrey W. Pimenta
ADVOCATE

hearing scheduled on 22/7. please file

William House, 98 - G, Church Road,
Marol, Andheri (E), Mumbai - 400 059.
E-mail : gpimenta@rediffmail.com

27th May 2019

To,
Shri Gautam Chatterjee,
Chairperson,
MahaRERA,
3rd Floor, A-Wing,
SRA Administrative Building,
Anant Kanekar Marg,
Bandra (E),
Mumbai 400 051.



Sub: Complaint No.CC0060000078325 - Radheshyam Jaiswal V/s. Supreme Construction & Developers Pvt. Ltd.

Respected Sir,

On behalf Mr Radheshyam Jaiswal, the Complainant I wish make the following submissions.

- Sonali
1. The Complainant has filed complaint No.CC0060000078325 before MahaRERA, claiming refund of amounts paid by the Complainant to the Respondent.
 2. The Complainant states that on 12th October 2018, the Respondent had agreed to refund the entire amount along with interest thereon on or before 28th February 2019.
 3. The said complaint was fixed for hearing 6th May 2019, when Respondent made a statement through his advocate before the Hon'ble Chairperson that amount paid by the Complainant to Respondent will be prepaid by the Respondent within a reasonable period of time and that the Respondent will submit its proposal to the Complainant on or before 21st May 2019.
 4. The Complainant submits that on 22nd May 2019 the Respondent has submitted its written proposal to the Complainant, which proposal states as under:

yes

"In our board meeting, we have decided that we will continue to make efforts from our side to sell your flat and also give our full co-operation to you, to sell your flat and recover your said amount on immediate basis. However if in case considering the sluggishness prevailing in the building industry, if your flat is not sold within a period of 18th months, then we will refund you the entire amount in 18 equal monthly installment and cancel the register agreement in effect thereof."

5. The Complainant states that the Respondent has recently sold 162 flats through sub-vention scheme in Clan City Project. As such the claim of Respondent that there is a

LA/106/2019
dt. 28/05/2019

sluggishness prevailing in the building industry is far from reality. The Respondent has financial means to refund the amount to the Complainant.

6. The Complainant states that he visited almost 20 times to Respondent's office(Nagpur-Mumbai- Nagpur) for follow up for the payments and progress of the project, which has entailed him financial loss as well as time loss. The Complainant is paying huge amount to bank in the form of high installments, EMI along with interest without any fault on his part and is suffering financial loss and mental trauma. The Complainant has a small family and his children are still studying and if the Complainant has no amount to spend for their studies, they will suffer huge loss in their educational career.

7. The Complainant states the Complainant has already zeroed down on another flat which he intends to purchase and is required to make payment to the builder immediately. As such the proposal given by the Respondent which is stretched over period 36 months too longer period and the Complainant cannot be expected for such a long period of time for getting his monies back.

8. The Complainant states that he has paid a sum of Rs.48,94,376/- and the accrued interest thereon @10.50% as on 21st May 2019 aggregates to Rs.28,47,705/- which totally adds to Rs.77,42,081/- out of which the Respondent has till date paid a sum of Rs.25,00,000/- to the Complainant thereby leaving a balance of Rs.52,42,081/- to be paid by the Respondent to the Complainant. A statement of account giving the above details is attached herewith as Annexure A.

As such the Complainant says and submits that Hon'ble Chairperson may be please to pass an order directing the Respondent to pay the balance of amount of Rs.52,42,081/- along with applicable interest thereon as per the statement attached herewith as Annexure A.


(Godfrey W. Pimenta)
Adv. for the Complainant

Sr. No.	Date	RTGS/NEFT	Amount	May 21, 2019	
				No. of Days	10.50%
1	February 25, 2013	RTGS/NEFT	480000	2276	314275
2	April 16, 2013	RTGS/NEFT	200000	2226	128071
3	April 18, 2013	RTGS/NEFT	200000	2224	127956
4	July 19, 2013	RTGS/NEFT	650000	2132	398655
5	July 19, 2013	RTGS/NEFT	48000	2132	29439
6	October 23, 2013	RTGS/NEFT	148482	2036	86966
7	December 16, 2013	RTGS/NEFT	148451	1982	84641
8	February 22, 2014	RTGS/NEFT	148451	1914	81738
9	May 5, 2014	RTGS/NEFT	148482	1842	78679
10	May 5, 2014	RTGS/NEFT	148451	1842	78663
11	May 5, 2014	RTGS/NEFT	148451	1842	78663
12	June 12, 2014	Cash for podium car parking	500000	1804	259479
13	July 3, 2014	RTGS/NEFT	148451	1783	76143
14	October 17, 2014	RTGS/NEFT	148451	1677	71616
15	December 18, 2014	RTGS/NEFT	148451	1615	68969
16	February 20, 2015	RTGS/NEFT	148451	1551	66236
17	April 8, 2015	RTGS/NEFT	50000	1504	21633
18	April 21, 2015	RTGS/NEFT	246902	1491	105901
19	May 20, 2015	RTGS/NEFT	148451	1462	62435
20	July 17, 2015	RTGS/NEFT	148451	1404	59958
21	October 5, 2015	RTGS/NEFT	150000	1324	57132
22	January 5, 2016	RTGS/NEFT	150000	1232	53162
23	April 13, 2016	RTGS/NEFT	150000	1133	48890
24	June 29, 2016	RTGS/NEFT	72000	1056	21872
25	August 19, 2016	RTGS/NEFT	72000	1005	20816
26	October 13, 2016	RTGS/NEFT	72000	950	19677
27	December 31, 2016	RTGS/NEFT	72000	871	18040
28	Stamp Duty, VAT, Sub Registrar Panvel		0	0	328000
Total (A)			4894376		2847705
(B)	Payment Received				
	24/12/2018				500000
	26/03/2019				1000000
	7/5/2019				500000
	9/5/2019				500000
	Total (B)				2500000
Payment to be received as on 21 May 2019					5242081

Interest calculated on S.B.I. MCLR Rate

(a) 10.51 P.A. (for 6 months and above)

Time duration is 6 months 9 days (on 21/5/2019)


RERA Complaint No. CC OD 600000067B325

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
ROZNAMA

Date: Wednesday, 10th April, 2019

Coram:

Shri Gautam Chatterjee, Hon'ble Chairperson

Complaint No	COMPLAINT NO: CC006000000078325			
		Name, Designation, Contact No.	Authorised Representative / Counsel / In-person	Memo of Authorisation / Vakaltnama
Complainant	Radheshyam Jaiswal		Adv P. M. N. A. 	
Respondent	Supreme Construction and Developers Private Limited MaharERA Regn. No: P52000003536	— ABSENT —		
Next Date	MAY 06, 2019.			

- Heard the Complainant.
- Respondent did not appear.
- To hear the Respondent on the next date of hearing, the matter stands adjourned.

[Signature]
(Gautam Chatterjee)
Chairperson, MahaRERA

BEFORE HON'BLE ADJUDICATION OFFICER, MAHARERA

COMPLAINT NO. CC006000000078325

Radheyshyam Jaiswal

..... Complainant

V/s.



Supreme Construction and Developers Pvt. Ltd., Respondent

I, Radheyshyam Jaiswal, the Complainant abovenamed, do hereby appoint Shri Godfrey W. Pimenta, Advocate, Mumbai, to act, appear and plead for me in the above matter.

In witness whereof, I have set my hands to this writing.

Accepted

Godfrey W. Pimenta
Advocate
William House, 98-G, Church Road,
Marol, Andheri (East), Mumbai 400 059.
Mob: 9819730201

Filed in Court on 1st April 2019

Signatures of the Complainant