

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

Complaint No. CC006000000055269

1. SUNNY PATNI
2. DINESH PATNI Complainants
Versus
DEDHIA BUILDERS AND DEVELOPERS (INDIA) LLP Respondent

**Along With
Complaint No. CC006000000055287**

1. RAKESH BASANTANI
2. YOGITA BASANTANI Complainants
Versus
DEDHIA BUILDERS AND DEVELOPERS (INDIA) LLP Respondent

**Along With
Complaint No. CC006000000055293**

1. ANAND SINGHEE
2. AASHISH SINGHEE Complainants
Versus
DEDHIA BUILDERS AND DEVELOPERS (INDIA) LLP Respondent

**Along With
Complaint No. CC006000000055291**

1. NARENDRA SOLANKI
2. DEEPA SOLANKI Complainants
Versus
DEDHIA BUILDERS AND DEVELOPERS (INDIA) LLP Respondent

**Along With
Complaint No. CC006000000055285**

1. SHARDUL GANGAL
2. DEEPASHREE TILLU Complainants
Versus
DEDHIA BUILDERS AND DEVELOPERS (INDIA) LLP Respondent

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Along With
Complaint No. CC006000000055290

1. PRIYANKA GUNANI
2. RIDHAM LAO
3. RAJAN LAO

..... Complainants

Versus

DEDHIA BUILDERS AND DEVELOPERS (INDIA) LLP

..... Respondent

MahaRERA Registration No. **P51700001985**

Coram: Dr. Vijay Satbir Singh, Member-I, MahaRERA

C.A. Harsh Patel appeared for the complainants.

Adv. Bipin Joshi appeared for the respondent.

ORDER

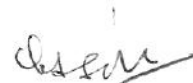
(9th November, 2018)

1. The above named 6 complainants have filed these complaints with MahaRERA seeking directions from MahaRERA to quash the exorbitant demands raised by the respondent on the complainants and also the possession of their respective flats to be given to all complainants with occupancy certificate in respect of the booking in the project known as 'Elcanto' bearing MahaRERA Registration No. **P51700001985** at Thane (West).
2. This matter was heard on several occasions where both the parties had sought further time to settle the matter amicably. However, inspite of several meetings, the parties could not reach any mutually agreeable terms. Hence, the matter was heard on merits on 16/10/2018 and the parties were orally directed to submit their respective written statements, if any, on record of MahaRERA.
3. During the hearing, the complainants have argued that, as per the registered agreement for sale executed between them and the

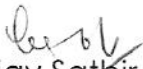
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respondent, they have paid 90% amount to the respondent. As per the terms and conditions of the said agreement, the respondent was liable to hand over the possession of the flats to the complainants by December, 2017. However, the respondent could not hand over possession of the flats to the complainants so far. The respondent obtained occupancy certificate in the month of August, 2018. However, till date he has not handed over the possession of the flats to the complainants. Further, the respondent is asking for additional amount of around Rs.3.84 lakhs towards the development and betterment charges, interest on delayed payment and GST, Clubhouse charges etc. from the complainants which are arbitrary. The complainants are not liable to pay the same to the respondent. The complainants therefore prayed for quashing of the said ad-hoc exorbitant demand raised by the respondent and also for possession of the flats to the complainants with occupancy certificate.

4. The respondent disputed the claim of the complainants and argued that, whatever demand raised by him mentioned in the demand letter is as per the specific clauses mentioned in the registered agreement for sale executed between both the parties and other allottees have also paid the said charges by way of settlement to the respondent except these 6 complainants. He further argued that there is also default on the part of the complainants in making payments as per the payment schedule mentioned in the registered agreement for sale. He further argued that he applied for occupancy certificate in the month of February 2018 and obtained final occupancy certificate from the competent authority in the month of August, 2018. Thereafter, he has handed over possession of the flats to other allottees except the six complainants. However, the respondent showed his willingness to hand over possession of the flats to all complainants. Accordingly, the respondent has filed written submission on record of MahaRERA on 29th October, 2018 and informed that he has given possession of the flats to all complainants vide his letter dated 29th October, 2018 and copy thereof is submitted on the record of MahaRERA.



5. MahaRERA has examined the arguments advanced by both the parties as well as the available records. In the present case, admittedly, the complainants have their respective flats by executing registered agreement for sale with respondent and paid around 96% of the amount towards the cost of the consideration of the said flat. Now the respondent has obtained occupancy certificate in the month of August, 2018. The complainants have raised objection with regard to the demand raised by the respondent for payment of certain dues / charges. The respondent has argued that the said charges have been raised as per clauses mentioned in the registered agreement for sale. In this regard, MahaRERA feels that though there are various clauses wherein it was agreed between the parties in which the parties have sought payment, the said amount is not mentioned in the registered agreement and therefore, the respondent cannot raise such a demand and the complainants are not liable to pay such dues as demanded by the respondent.
6. With regard to the issue raised by the respondent in respect of default in payment by the complainants, MahaRERA feels that, if there is any default of payment the respondent would have taken action against such allottees as per the terms and conditions of the registered agreement for sale.
7. In respect of payment of interest, MahaRERA feels that since the building has got occupancy certificate in August, 2018 and now the possession of the respective flats have been given to all complainants, section-18 of the RERA Act would not be applicable in the present case.
8. In light of these facts, since the complainants have already been given possession of their respective flats, nothing survives in this complaint and hence the total 6 complaints stand disposed of.


(Dr. Vijay Satbir Singh)
Member I, MahaRERA