

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000056759

Prashant Sawant ... Complainant

Versus

Steelfab Engineering Corporation  
MahaRERA Regn. No. P51700001388 ... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Mr. Vivek Gothivarekar, Adv.

Respondent was represented by Mr. Sanjay Chaturvedi, Adv. a/w Ms. Pooja Gaikwad, Adv.

**Order**

February 11, 2019

1. The Complainant has stated that he had booked an apartment bearing no: F-141 in the Respondent's project 'ANA Avant Garde Phase 1' situated at Mira-Bhayandar, Thane in July 2018 through a real estate agent. He alleged that even after having paid substantial amount towards the consideration price of the said apartment the Respondent has failed to execute and register the agreement for sale. Further, he alleged that the Respondent is now demanding an escalation in the consideration price. Therefore, he prayed that the Respondent be directed to execute and register the agreement for sale as per the provisions of section 13 of the Real Estate (Regulation and Development) Act, 2016.
2. The learned counsel for the Respondent stated that the Respondent was not willing to execute and register the agreement for sale as the Complainant had stopped making payments. However, he submitted they are willing to execute and register the agreement for sale but with a revised consideration price as the project is now 95% complete.



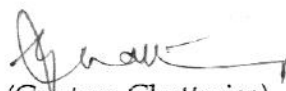
3. Section 13 of the said Act reads as thus:

*13. (1) A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force.*

...

It is observed that the Respondent has collected more than 10% of the consideration price of the said apartment from the Complainant but has failed to execute and register the agreement for sale in spite of several follow-ups by the Complainant.

4. In view of the above facts, the parties are directed to execute and register the agreements for sale, as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder within 30 days from the date of this Order. Further, in this case, the Respondent should not have demanded payments beyond 10% of the consideration price without executing and registering the agreement for sale and thus is liable to be held responsible for indulging in an unfair practice under the provisions of section 7 of the said Act. Therefore, the Respondent shall execute and register the agreement for sale with the consideration price as decided by the parties at the time of booking of the said apartment. The Complainant shall pay the development charges, taxes etc as applicable.
5. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA