

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000057550


Yogisha and Vinayak Lad	...	Complainants
Versus		
Steelfab Engineering Corporation MahaRERA Regn. No. P51700001388	...	Respondent (1)
Chirag Pramod Shah	...	Respondent (2)
Jignesh Pramod Shah	...	Respondent (3)
Sai Estate Consultants Private Limited MahaRERA Regn. No. A51800000147	...	Respondent (4)
Idea Bulb Ventures Private Limited	...	Respondent (5)

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present a/w Mr. Sanjay Chaturvedi, Adv.
Respondent (1) and (2) was represented by Ms. Reshma Gujuran, Adv.; Mr. Vikas Kapile, Adv. and Ms. Prachi Mantry, Adv. (i/b Mirajkar & Associates).
Respondent (3) was himself present.
Respondent (4) was represented by Mr. Rickin Dang, Adv. and Ms. Helina Desai, Adv. (i/b Ganesh & Co.).
Respondent (5) was represented by Mr. Sahil Saiyed, Adv.

Order (Rectified)
August 08, 2019

[Rectification has been made in the final order passed dated April 24, 2019, wherein the Respondents (1), (2) and (3) have submitted an application jointly, u/s 39 of the Real Estate (Regulation and Development) Act, 2016, seeking correction in the reference made severally and/or jointly with regards to Respondent (1), (2) and (3) from paragraphs 2 to 9 in the said order]




1. Respondent (1), a partnership firm is the promoter of the project registered with MahaRERA; Respondent (2) and (3) are the partners of Respondent (1) firm, Respondent (4) is a registered real estate agent, Respondent (5) is a sister concern firm of Respondent (4).
2. The Complainants have stated that they had booked an apartment bearing no. 104-F in the Respondent's project 'ANA Avant Garde Phase 1' situated at Mira-Bhayandar, Thane through Respondent (4) in June, 2018. The Complainants have also stated that further to the said booking, payments were made to Respondent (4) and to Respondent (5) as suggested by Respondent (4). Further, they stated that since the Respondent (1) was not executing the agreement for sale, even though the Complainants had paid a substantial amount towards the consideration price of the said apartment and also because the Respondents had unilaterally increased the consideration price of the said apartment, they initiated a cancellation of the said booking. They alleged that the Respondents are now deducting 10% as cancellation charges and therefore, prayed that the Respondents be directed to refund the entire amount paid by them along with damages.
3. The learned counsel for Respondents (1), (2) and (3) submitted that Respondent (4) was a sole selling agent for the said project at the point of time when the said booking was made but is no longer associated with the said project and that the parties are in the process of terminating the sole selling agent agreement. Further, she submitted that Respondent (1) had not permitted Respondent (4) to accept monies beyond the booking amount but Respondent (4) had been doing so at their own will.
4. The learned counsel for Respondent (4) submitted that Respondent (4) has only accepted the booking amount from the Complainants and that the Complainants had paid the remaining amount to Respondent (5) as part of a separate loan transaction. The learned counsel for Respondent (5) submitted that they have refunded the entire amount paid by the Complainants, as part of the loan transaction along with interest.
5. The Complainants confirmed that they have received the entire amount paid to Respondent (5) along with interest as agreed. However, they disputed the submissions that the amounts were paid to Respondent (5) as a part of a separate loan transaction



and insisted that the monies were paid towards the consideration price of the said apartment.

6. The learned counsel for the Respondent (1) submitted that the Respondent (1) is willing to execute and register the agreement for sale. However, the Complainants submitted that the Respondent (1) has extended the delivery timeline of handing over possession.
7. It is seen from the registration webpage of the project that the Promoters have availed of the maximum one-year extension that is allowed under Section 6 of the Act. The project's revised completion date is December 31, 2019.
8. In view of the above facts, if the Complainants reconsider their stand and desire to continue in the project, 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. The Respondent (1) shall handover possession of the said apartment, with Occupancy Certificate, to the complainants before the period ending December 31, 2019. The consideration price should be as agreed at the time of booking in June, 2018.
9. Alternatively, in case the Respondent-promoter does not adhere to the consideration price agreed at the time of booking and insists on an increased consideration price and therefore the Complainants want to withdraw from the said project, then the Respondent (1) shall refund the entire booking amount within 30 days of this order.
10. Consequently, the matter is hereby disposed of.


Gautam Chatterjee
(Chairperson, MahaRERA)

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Respondent (4) was represented by Mr. Rickin Dang, Adv. and Ms. Helina Desai, Adv. (i/b Ganesh & Co.).
Respondent (5) was represented by Mr. Sahil Saiyed, Adv.

Order


April 24, 2019



1. Respondent (1), a partnership firm is the promoter of the project registered with MahaRERA; Respondent (2) and (3) are the partners of Respondent 1 firm, Respondent 4 is a registered real estate agent, Respondent 5 is a sister concern firm of Respondent (4).
2. The Complainants have stated that they had booked an apartment bearing no. 104-F in the Respondent's project 'ANA Avant Garde Phase 1' situated at Mira-Bhayandar, Thane through Respondent 4 in June, 2018. The Complainants have also stated that further to the said booking, payments were made to Respondent (4) and to Respondent (5) as suggested by Respondent (4). Further, they stated that since the Respondent (1) was not executing the agreement for sale, even though the Complainants had paid a substantial amount towards the consideration price of the said apartment and also because the Respondents had unilaterally increased the consideration price of the said apartment, they initiated a cancellation of the said booking. They alleged that the Respondents are now deducting 10% as cancellation charges and therefore, prayed that the Respondents be directed to refund the entire amount paid by them along with damages.
3. The learned counsel for Respondents (1), (3) and (4) submitted that Respondent (2) was a sole selling agent for the said project at the point of time when the said booking was made but is no longer associated with the said project and that the parties are in the process of terminating the sole selling agent agreement. Further, she submitted that Respondent (1) had not permitted Respondent (2) to accept monies beyond the booking amount but Respondent (2) had been doing so at their own will.
4. The learned counsel for Respondent (2) submitted that Respondent (2) has only accepted the booking amount from the Complainants and that the Complainants had paid the remaining amount to Respondent (5) as part of a separate loan transaction. The learned counsel for Respondent (5) submitted that they have refunded the entire amount paid by the Complainants, as part of the loan transaction along with interest.
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9. Alternatively, in case the Respondent-promoter does not adhere to the consideration price agreed at the time of booking and insists on an increased consideration price and therefore the Complainants want to withdraw from the said project, then the Respondent (1) shall refund the entire booking amount within 30 days of this order.
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