

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

Complaint No. CC00600000023952

Mr. Nitendra Singh Kushwa & 16 others Complainants

Versus

Mr. Sunil Noorani & 4 others Respondents
Maharashtra Registration No. P51700005172

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

The complainant appeared in person.

Adv. Rohan Mane a/w Adv. Ajay Mehrom appeared for the respondent.

ORDER

(19th September 2018)

1. The complainants / allottees have filed this complaint seeking directions from MahaRERA to the respondent to issue possession letters, TDS Receipts and to complete all pending works related to common amenities to the complainant and also to pay compensation for deficiencies by the respondent in respect of their flats booked in the respondent's project known as 'Platinum Heritage' at Thane bearing MahaRERA Registration No. 51700005172.
2. This matter was heard on several occasions and the same was finally heard today. During the hearings, the complainants have stated that the respondents have given possession of the flats after obtaining Occupancy Certificate only. However, till date the respondents have neither issued possession letter to all the complainants nor they have provided the agreed amenities in their respective flats and also the common amenities. The complainants further argued that at the time of booking, the respondents agreed to provide flats with Italian marble, A.C. ready home, Reflective energy saving glass of Saint Gobain, Shower cubicles and vanity drawers, prefixed modular kitchen, provisions for exhaust fan, Grand Entrance Lobby

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in Italian marble, fire resistant door, construction of permanent stack parking structure etc., The complainants therefore requested to verify the deficiencies actually at site and direct the respondents to complete all the pending works.

3. The respondents disputed the claims of the complainants and argued that they have obtained the occupancy certificate for the said building on 5th December, 2017 and handed over possession of about 125 flats to all allottees; out of which only 7 complainants have filed the present complaint claiming that all amenities are not provided by them. The respondents argued that the complainants have deliberately and mischievously filed the present complaint with malafide intention to harass and extract unlawful and illegal gains from the respondents. The respondents further clarified that they have provided all amenities agreed upon by them in the registered agreement for sale and whatever amenities such as vanity drawers etc. are not provided due to lack of area. They further clarified that due to non availability of material they used the Modi Guard glass which is quality wise equal to St. Gobain. However, the complainants are making false grievances before MahaRERA. The respondents therefore requested for dismissal of the present complaint.
4. The MahaRERA has examined the rival submissions made by both the parties. In the present case admittedly, the building wherein the complainants' flats exist has occupancy certificate duly approved by the concerned Planning Authority and the complainants have already occupied their flats. As clarified by the respondents, there are total 125 flat purchasers to whom the possession is given and they are also occupied their flats. The complainants who have filed the present complaint in their individual capacity are representing on behalf of all allottees in respect of external amenities such as Grand Entrance Lobby, Fire Resistant Door, etc., In this regard, the MahaRERA feels that though the respondents have obtained occupancy certificate for the said building, they have not yet formed the co-operative

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housing society. As per the provisions of section 11(4) of RERA Act, it is mandatory on the part of the respondent / promoter to form a society of the flat purchasers of the said building. The respondents clarified that they have already taken steps for formation of a society.

5. Regarding the issue of incomplete amenities, as alleged by the complainants, the MahaRERA feels that it is the responsibility of the promoter to provide all amenities mentioned in the agreement for sale and the officers of MahaRERA cannot examine the quality of the amenities provided by the promoter.
6. In the light of these facts, the MahaRERA directs the respondents to inspect the building through their own architect and engineer and get their certificate with regard to the completion of all pending works in respect of internal as well external amenities and whatever shortcomings are pointed out, the respondents are directed to provide the same fulfilling their obligations. The MahaRERA further directs the respondents to form a society within a period of 30 days from the date of this order. The society will be at liberty to bring the other external issues with regard to the common amenities before MahaRERA.
7. With these directions, the complaint stands disposed of.



(Dr. Vijay Satbir Singh)
Member-I, MahaRERA