

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

Complaint No. CC006000000100233

Mr. Pramod Y. Singh

.... Complainant

Versus

M/s. S. M. Infrastructures

... Respondent

Project Registration No. P51700008077

Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA

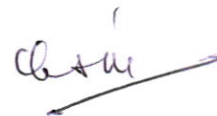
Adv. Ritesh Singh for the complainant.

Adv. Sonam Singh for the respondent.

ORDER

(13th November, 2019)

1. The complainant has filed this complaint seeking directions to the respondent to execute registered agreement for sale with the complainant under the provisions of section-13 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat No. A-2, 302, admeasuring 408.50 sq.ft. carpet on 3rd floor in the respondent's project known as "**Hatkesh Heights**" bearing MahaRERA registration No. P51700008077 at Ghodbandar, Thane.
2. This complaint was heard on several occasions and the same was heard finally on 24-10-2019, when all parties appeared through their respective advocates and made their respective oral submissions. After hearing the arguments of both the parties, the MahaRERA has directed the respondent to file written submission within a period of two weeks. However, the respondent failed to submit the same within the stipulated period of time.



3. It is the case of the complainant that the said flat was booked for a total consideration amount of Rs. 35,05,000/- in the respondent's project. The allotment letter was issued by the respondent on 31-12-2014. Out of the total consideration amount, the complainant has paid an amount of Rs. 28,63,375/- till October, 2018. At the time of booking the respondent has agreed to handover possession of the said flat to him by 31-12-2017. However, the respondent neither executed registered agreement for sale with him nor handed over possession of the said flat. Thereafter on 12-02-2019, the respondent issued a letter and informed him that it was going to cancel the said allotment. The complainant stated that the respondent after accepting 85% amount can not unilaterally cancel the said booking. Hence the present complaint has been filed.
4. Though two weeks' time was granted to the respondent to file reply on record, the respondent has not filed the same till date. It shows that the respondent is not willing to contest this matter. Hence the MahaRERA has no other alternative but to proceed with matter ex-parte against respondent on merits.
5. The MahaRERA has examined the record. In the present case, the complainant is claiming to be an allottee in this project and seeking execution of agreement for sale under the provision of section-13 of the RERA as well as the possession and interest for the delayed possession. The complainant is seeking the said relief on the basis of the allotment letter dated 31-12-2014 issued by the respondent. The complainant has submitted the payment receipts issued by the respondent for the payment done towards the booking of the said flat. It shows that even after accepting more than 20% amount as per the provisions of MOFA and 10% amount as per RERA, the respondent has failed to execute registered agreement for sale. Hence, he is



liable to execute the registered agreement for sale as provided under section-13 of the RERA.

6. The MahaRERA, therefore directs the respondent to execute the registered agreement for sale with the complainant as per the provisions of section-13 of the RERA, in accordance with the allotment letter dated 31-12-2014.
7. With the above directions, the complaint stands disposed of.



(Dr. Vijay Satbir Singh)
Member – 1/MahaRERA

