

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000078951

Prashant More ... Complainant

Versus

Ronak Builders & Developers ... Respondent

MahaRERA Regn. No:
P51700005549

Coram: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant represented by Mr. Godfrey Pimenta, Adv
Authorized representative of Respondent, Mr. Pulak Jayaswal, appeared on September 29, 2020.

Order

October 29, 2020

1. The Complainant has stated in his Complaint he and his father were introduced through one Mr. Nagesh Manohar Salvi, the representative of the Promoters to Mrs. Vidya Dashrath Jaiswal and Mr. Dasharth Jaiswal of Scarlet Builders and Developers (hereinafter referred to as the *said developers*) and accordingly, in March 2010, he booked an apartment in the proposed building to be constructed by Scarlet Builders and Developers on plot of land bearing Plot No.37, Sector -42, Nerul, Navi Mumbai and was promised possession by 2013. Further, he has submitted that he made several payments to the said developers for which receipts have been issued by the said developers and the Respondent. They have also submitted that later they were verbally informed that there is change in partnership and now, going forward, M/s. Ronak Builders and Developers, the Respondent will be constructing the project and provided the brochure explaining the project details and an allotment letter for apartment no 902 was issued by the Respondent. The Complainant has submitted that in spite of having paid substantial amount towards the consideration of the said apartment, the Respondent has failed to execute and register the agreement for sale and handover possession of the apartment. Therefore, the Complainant has prayed that the


Respondent be directed to execute Agreement for Sale for the said Flat No.902, admeasuring 1210 sq. ft. (saleable built up area) in favor of the Complainant, handover possession of the apartment at the earliest, the Respondent be penalized for breach of Section 13 and Respondent be directed to pay them interest for the delay under Section 18(1).

2. Hearings were held on various dates and the learned counsel for the Respondent submitted that the project has already been completed and that the said allotment was cancelled as the Complainant defaulted in making payments. The authorised representative for the Respondent also submitted that they will seek clarification regarding the payments made by the Complainant.
3. Subsequent hearings were held on July 16, August 27 and September 29, 2020, through video conference as per MahaRERA Circular no: 27/2020.
4. The Complainant has uploaded their written submissions on October 19, 2020 and reiterated the facts stated in his Complaint. The Complainant has stated that Mr. Dashrath Jaiswal of Scarlet Builders and Developers issued the allotment letter on 3rd May 2011 and in the said allotment letter, it is agreed between the parties that the agreement for sale will be executed on receipt of 30 % of booking amount. Though in their complaint the Complainant had stated that they were promised possession in 2013 for which no supporting document is provided, in this written submission they have stated that for processing of the loan the Bank had requested for project details which were provided by the Respondent on their letter head attested by Mr. Dashrath Jaiswal on 23.01.2016, which mentioned the project will be completed by 2017. For further processing of the loan the Bank had requested for MahaRERA Registration certificate which were also provided by Mr. Dashrath Jaiswal, showing the date of completion of the project as December 2, 2020.
5. The Respondent has uploaded their affidavit on October 23, 2020. The Respondent in their affidavit has submitted that the said developers assigned the project to the Respondent who took over the liability of the apartment purchasers who had made part payment to the said developers provided the receipts for the same were confirmed by the said developers. They have also given clarification pertaining to the various amounts alleged to have been paid by the Complainant. They have submitted that the payments alleged to have been paid by the Complainant to the Respondent are only partially correct and confirmed by the said developers. They have also submitted that the Complainant's father has withdrawn a certain amount alleged to have been paid by the Complainant and the original receipt issued for the

receipt of the said amount has been subsequently cancelled with the signature of the Complainant's father, as the Complainant was told to be not available in the country at that point of time. They have further submitted that another cash payment allegedly made to one Mr Nagesh Salvi, has not been confirmed by Scarlet Builders and Developers, the said developers. The Respondents have added that the Complainant is liable to pay the balance outstanding amount towards the price for the said flat with interest on delayed payment charges from the respective due dates, along with the payment of the CIDCO transfer fees as per the Resolution No. 11745 passed by CIDCO on 24.11.2016 and with the other payments including for utilities, amenities to be provided in the said flat, society formation and maintenance charges and Government taxes and duties. They have concluded that if the Complainants pay the balance amount to the Respondent, the Respondent is willing to execute the agreement for sale and handover possession of the said apartment.

6. In view of the averments of the Complainant captured in para 4 above, the prayers pertaining penalizing the Respondent for breach of Section 13 and 18(1) is not maintainable. The Respondent's submission that the Complainant is liable to pay interest on delayed payment of consideration fee is also not maintainable because there is no document on record showing raising of demand on the Complainant. The parties are advised to reconcile the amount of balance consideration amount and execute the agreement for sale within 30 days of the balance consideration amount being paid by the Complainant. The Complainant will also be required to pay the requisite CIDCO transfer fees, parking charges, club house charges, security deposit, society formation and maintenance charges and Government taxes and duties. The interest on delayed payment and floor rise charges demanded by the Respondent shall not be payable.
7. The Complaint is hereby disposed of accordingly.

**Gautam
Chatterjee**

 Digitally signed by Gautam
Chatterjee
Date: 2020.10.29 15:47:27 +05'30'

(Gautam Chatterjee)
Chairperson, MahaRERA