

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

COMPLAINT NO. CC006000000078532

1. Rohit Pandit
2. Kirti Rohit Pandit ..Complainants

Versus

Dosti Enterprises ..Respondent

MahaRERA Regn. No. P51700015258

Coram:

Hon'ble Shri Madhav Kulkarni.
Adjudicating Officer, MahaRERA.

Appearance:

Complainant: Adv. Ranawat
Respondent : Adv. Upadhyay

**ORDER
(Date 13th January, 2020)**

1. The two complainants/allottees who had booked a flat with the respondents/promoters seek withdrawal from the project and refund of amount paid with interest and compensation as respondents induced complainants to make payments by giving wrong information.
2. Complainants have alleged that they booked flat no. 601 in B wing in the project of the respondent Dosti Cedar at Balkum, Dist. Thane vide booking application dated 12.08.2018 for a consideration of Rs.1,04,18,000/-. Complainants paid Rs.5,15,675/- towards part payment. Complainants provided documents to India Bulls Housing Finance Ltd. which sanctioned a loan of Rs.98 lakhs for the purpose of making balance payment to the respondents. Execution and

registration of agreement was condition precedent for disbursement of loan. Registered agreement was executed on 28.09.2018. Contents were not shared by the respondents with the complainants and agreement was given to the complainants only few minutes before registration. Complainants paid Rs.62,508/- towards GST, Rs.6.25 lakhs towards stamp duty, Rs.30,000/- registration charges, Rs.6,500/- towards misc. expenses. IHFL failed to disburse loan amount under subvention scheme. Representative of the respondents informed the complainants about it and asked not to panic. Complainants were induced to purchase the flat based on assurance of ongoing subvention scheme with IHFL. Complainants time and again followed up with respondents. However, no concrete solution was provided.

3. Complaint came up before the Hon'ble Member on 20.05.2019 and came to be adjourned to 27.0.5.2019 and then it came to be transferred to Adjudicating Officer. Matter came up before me on 24.07.2019. It was adjourned to 20.08.2019 and then to 17.09.2019. Plea of the respondents came to be recorded. Respondents also filed written explanation. Arguments were heard on 17.09.2019. As I am working at Mumbai and Pune Offices in alternative weeks, and due to huge pendency in this office, this matter is being decided now.

4. Respondents have alleged that in the 1st or 2nd ^{week of} August, 2018, complainants expressed desire to purchase flat no. 601 on 6th floor in B wing. Respondents arranged meetings with representatives of banks and financial institutions. Complainants were introduced to avail subvention scheme offered by India Bulls Housing Finance Ltd.. Respondents helped them in getting the loan and loan was sanctioned. Complainants again approached respondents for getting loan from other banks/financial institutions. Accordingly, loan was sanctioned from L&T Housing Finance. Complainants were

never desirous of completing the sale. Complainants are themselves making false representation. Complainants were not able to match eligibility criteria and to interest rate. Complainants are unable to avail subvention scheme. Respondents are entitled to terminate the agreement. Complaint therefore, deserves to be dismissed.

5. Following points arise for my determination. I have noted my findings against them for the reasons stated below:

POINTS	FINDINGS
1 Are the complainants allottees and respondents the promoters?	Affirmative
2 If yes, have the respondents induced them to make advance on the basis of false statements, causing loss or damage to them?	Negative
3 Are the complainants entitled to the reliefs claimed?	Negative
4 What Order?	As per final Order.

REASONS

6. **Point nos. 1 to 3** - Respondents are not denying that complainants booked 601 in the project Dosti Cedar. I therefore, hold that complainants are allottees and respondents are promoters. I therefore, answer point no. 1 in the affirmative.

7. Complainants have alleged that they visited office of the respondents on 12.08.2018 when they were told that subvention scheme is going on with India Bulls Finance Ltd. Complainants therefore, booked flat no. 601 for a consideration of Rs.1,04,18,000/-. Complainants have paid Rs.5,15,475/- and Rs.98 lakhs were to be advanced by IHFL and IHFL sanctioned said amount. IHFL loan

sanction letter dated 27.07.2018 is placed on record at Ex. 'C'. Thusfar there is no controversy. Copy of Agreement dated 28.08.2018 is also placed on record.

8. Specific grievance of the complainants is that IHFL failed to disburse loan under subvention scheme and respondents promised to sort out the problem but did not solve it and therefore, respondents introduced complainants to L&T Finance, but conditions were not acceptable to the complainants. The response of the respondents is that complainants themselves abandoned IHFL loan facility and on their own got the loan sectioned from L&T Finance. The application filed with L&T Finance is at page 31 in complainant file which was duly signed by the complainants. The advertisement on record shows that project was under subvention scheme but it does not specifically show that there was tie up with India Bulls Finance Ltd. There is no dispute that both India Bulls Finance Ltd. and L&T Finance had sanctioned loan to the complainants. In fact L&T Finance was also under subvention scheme. When the complainants themselves chose to apply to L&T Finance, now the complainants cannot blame the respondents that IHFL failed to finance them. What exactly went wrong and in what manner, the complainants suffered loss is not clear. I therefore, answer point nos. 2 and 3 in the negative and proceed to pass following Order:

ORDER

1. Complaint stands dismissed.
2. No Order as to costs.

Mumbai

Date : 13.01.2020

Mh 5/15/2020 on 15.1.2020
(Madhav Kulkarni)
Adjudicating Officer
MahaRERA