

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000001096

Ajay Nair ... Complainant

Versus

Siddhitech Homes Pvt. Ltd. ... Respondent
MahaRERA Regn.No. P51700001928

Order

7th November 2017

1. The Complainant himself pleaded his case. For the Respondent, Shri Sudesha GuhaRoy, Advocate and Shri Vijay Gangakamani, Authorised Representative were present.
2. The complainant has invested some amount in purchasing the apartment in the said project which is registered under MahaRERA No. P51700001928 vide MoU dated 25th September 2012. The respondent has issued letter of allotment dated 26th September 2012. As per the MoU, the date of completion was 18 months from the date of MoU or 31st March 2014, whichever is earlier. Beyond 31st March 2014, a grace period of 6 months would be considered i.e. till 30th September 2014, possession not being given the respondent would be liable to pay delay charges at the rate of 2 % per month. The parties have not signed any agreement of sale, as yet.
3. Since, the possession of the said apartment is not received by complainant, he has filed this complaint to MahaRERA to direct the respondents to refund the money which was paid to the Respondent against the investment in the said apartment, along with interest as agreed in the MoU.
4. The respondent stated that the project, which is now nearing completion, has got delayed due to reasons beyond his control. He further stated that he is ready to immediately sign and register the agreement for sale in accordance with the model form as prescribed in RERA and also hand over the possession by May 2018 i.e. before the date of 31/12/2019, put on the MahaRERA website during registration of the project. The complainant did not show interest in continuing with the project.
5. The Real Estate (Regulation & Development) Act 2016 has come into effect from 1st May 2017. In the present case, the complainant could not point out violation or contravention of any provision of the Act, wherein MahaRERA could exercise its authority and give him relief. In accordance with the provisions of Section 13 of the Act, the next logical step in this matter has to be signing and registering the agreement for sale, since the complainant has already paid more than 10% of the consideration



amount. Considering the above fact, the respondent is directed to sign the agreement of sale mentioning May 2018 as the possession date of the said apartment, within 30 days from the Order, in case the Complainant intends to continue with the project.

6. Consequently, the matter is hereby disposed of.



(Gautam Chatterjee)

Hon'ble Chairperson, MahaRERA