

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

**Complaint No.CC00600000090058**

Mr. Maniram Jishwal

.... Complainant

**Versus**

M/s. Yog Siddhi Developers

.... Respondent

Project Registration No. P51800005591

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

Adv. Sanjay Chaturvedi appeared for the Complainant.

None appeared for the respondent.


**ORDER**

(20<sup>th</sup> January, 2020)

1. The complainant has filed this complaint seeking directions from MahaRERA to execute registered agreement for sale with the complainant as per the provisions of Section-13 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat in the respondent's project known as "**Sumukh Hills**" bearing MahaRERA registration No. P51800005591 at Kandivli, Mumbai.
2. This complaint is heard finally today, when the complainant appeared through his advocate and none appeared for the respondent though notice for hearing has already been served upon it.
3. It is the case of the complainant that he had booked the said flat No. B-1501 in the respondent's project for a total consideration amount of Rs.53 Lakh. The respondent has issued allotment letter dated 27<sup>th</sup> August, 2012 and though he has paid substantial amount towards the booking of said flat i.e. Rs.51 Lakhs, till today the respondent has failed and neglected to execute agreement for sale with the complainant. Hence, the present complaint has been filed.
4. The complainant further prayed for charges towards mental agony, legal charges etc. from the respondent and further prayed for restraining order against the society of the buyers from creating any third party rights with reference to the said flat.



5. Though the respondent has been served upon notice for hearing. It has failed to appear on the final date of hearing and even to file any reply on the record of MahaRERA. It shows that the respondent is not willing to contest the matter and hence, the MahaRERA has no other alternative, but to proceed in the matter against the respondent on merits.
6. MahaRERA has examined the arguments advanced by the complainant as well as the record. In the present case, the complainant is seeking relief under section-13 for execution of agreement for sale, in accordance with the allotment letter, issued by the respondent. The complainant has contended that he has paid more than 10% amount towards the booking of the said flat, till date the respondent has failed and neglected to execute the agreement for sale, as per the provisions of Section-13 of the RERA. The complainant has relied upon the allotment letter issued by the respondent, whereby he has agreed to allot this flat to the complainant.
7. In this regard, the MahaRERA has perused the provisions of Section-13 of the RERA, which states that the promoter is not entitled to seek more than 10% of the amount without first registering the agreement for sale. Since the complainant has paid more than 10% amount to the respondent towards the booking of the said flat, it is liable to execute the agreement for sale with the complainant as per the provisions of section-13 of the RERA. The complainant has also produced payment receipt to show that he has paid more than 10% amount.
8. In view of the aforesaid facts, the MahaRERA directs the respondent to execute the agreement for sale with the complainant within a period of 30 days from the date of this order.
9. With the above direction, the complaint stands disposed of.

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