

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000012052

Sai Siddhant Developers
MahaRERA Regn No. P51800008223

... Complainant

Versus

Jasmine Adi Dastur
Natascha Adi Dastur

... Respondents

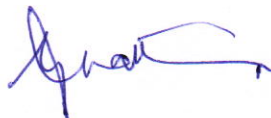
Corum:
Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainant were represented by Ms Neha Bhosale, Adv., Nikita Menon, Adv (NDB Law)
Respondent represented themselves alongwith Mr. Kiran Gawalwad, Adv.

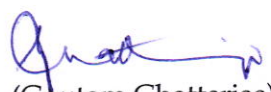
Order

16th March 2018

1. The Respondents have booked apartment in the Complainant's above mentioned Project and therefore are allottees. The Complainant has allotted the Respondent apartment No. 1404, in the Respondent's above mentioned Project titled as 'Sai Surya Kiran' located at D.N. Nagar, Andheri (West), Mumbai through allotment letter dated 29th May 2014. The Respondent has paid nearly 20 % of the consideration amount to the Complainant, however, till date not executed the registered agreement for sale. The Complainant stated that the construction work of the said project has progressed considerably but the Respondent neither executed the agreement nor paid further consideration amount, outstanding with them, as per demand raised by the Complainant. Therefore, the Complainant approached this Authority to direct the Respondent to register and execute the agreement for sale upon payment of the outstanding sale consideration and statutory dues and interest on delayed payment.



2. The Respondent stated that due to slow progress of the construction work, they have not paid further sale consideration and did not proceed with registration of the agreement for sale. She further stated that she wants to withdraw from the Project.
3. During the hearing, it was explained to the Respondent that the project completion date on the project registration webpage was 31st March 2019 which would be the date of handing over possession, if the Respondent goes ahead and executes the registered agreement for sale. The Respondent stated that he needed 90 days' time to take a final decision whether she would like to continue in the project and also arrange for the consideration amount that would be required to be paid at the time of registration of the agreement for sale.
4. In view of the above facts, if the Respondents are willing to continue in the said project, the parties are directed to execute the agreement for sale as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder within 90 days from the date of this Order.
5. It is hereby directed that the Complainant may, at the time of registration, raise demand of outstanding principal consideration amounts due, commensurate with the extent of construction work completed. Further, no interest for delayed payment can be charged by the Complainant for the demands made prior to 1st December 2017 i.e. the date on which the Complainant has sent the draft of agreement to the Respondent.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA