

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

Complaint No: CC006000000001577

Himbindu Co-operative Housing Society

.. Complainant

Versus

Mr. Jitendra Shankerlal Brahmbhatt
MahaRERA Registration No. P51800003502

..... Respondent

Coram: Hon'ble Dr. Vijay Satbir Singh, Member 1

Advocate Mr. Ajay Panicker appeared for the complainant.

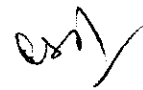
Advocate Mr. Ritesh Jain appeared for the respondent

Order

(Matter heard on 5-1-2018)

(Order pronounced on 15/01/2018)

1. The complainant Society, through it's Secretary, has filed this complaint seeking following directions from this Authority to the respondent in MahaRERA registered project bearing No. P51800003502;
 - a) To register the Second Supplementary agreement dated 23rd August 2015 on payment of all dues within such time as may be fixed by the court.
 - b) To execute and register for fresh Supplementary agreement.
 - c) To pay Rs. 50,000/- p.m. from September, 2015 to date of registration of supplementary agreement dated 23.08.2015.
 - d) To pay each of the members liquidated damages.
 - e) Such other reliefs as is prayed for in complaint.



2. This matter was heard on 5-1-2018. After hearing the arguments of both the parties, this Authority has directed both of them, to file their respective written submissions within a week and the matter was closed for order. Pursuant to the said directions, the respondent has submitted his written submission on 11-1-2018. Same is taken on record.
3. It is the case of the complainant that the complainant is a Housing Society and entered into a development agreement with the respondent on 28-06-2006 to re-develop the said society under Regulation 33(7) of the DCR-1991. As per the terms and conditions of the said agreement, the respondent was supposed to complete the project within 18 months from the date of commencement certificate. For the said project, the CC was granted on 21-08-2008 and the completion period was upto February 2010. The society approached the Co-operative Court and the matter was resolved and an additional period was granted to the respondent to complete the project. But, till date nothing has happened on site. Hence this complainant has been filed.
4. The respondent disputed the claim of the complainant and stated that the present complaint is not maintainable, since it is a dispute between the society and the promoter. There is no violation of RERA Act, Rules and Regulations made thereunder and this Authority has no jurisdiction to try and entertain such disputes. The respondent further stated that section 18 of the RERA Act can be applied in the present case. The agreement between the society and the respondent, decides the penalty payable by the respondent at the time of handing over possession to the society members or at the time of OC, whichever is later, and the same has been agreed by the member orally in the Special General Body Meeting held in the month of June 2017.
5. Considering the rival submissions made by both the parties and after perusing the record, this Authority has observed that MahaRERA is not the

forum for the settlement of dispute between the society and the promoter arising out of the development agreement. Further, in the present case the dispute between the complainant and the respondent is of civil nature and does not pertain to any violation of RERA Act, Rules or Regulation made there under.

6. In view of the above, the complaint stands dismissed for want of merits.



(Dr. Vijay Satbir Singh)
Member-1