

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

COMPLAINT No. CC005000000011759

Twinstar Infrastructure .... Complainant

**Versus**

Sagar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011760

Twinstar Infrastructure .... Complainant

**Versus**

Hareshkumar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011762

Twinstar Infrastructure .... Complainant

**Versus**

Ramanlal Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011763

Twinstar Infrastructure .... Complainant

**Versus**

Arvindbhai Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011764

Twinstar Infrastructure .... Complainant

**Versus**

Pravinbhai Patel .... Respondent

*Cham*  
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Alongwith

COMPLAINT No. CC005000000011765

Twinstar Infrastructure .... Complainant

**Versus**

Mitesh Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011766

Twinstar Infrastructure .... Complainant

**Versus**

Maheshkumar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011767

Twinstar Infrastructure .... Complainant

**Versus**

Kantilal Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011768

Twinstar Infrastructure .... Complainant

**Versus**

Pravinkumar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011769

Twinstar Infrastructure .... Complainant

**Versus**

Rasiklal Patel .... Respondent

*Subhas*

Alongwith

COMPLAINT No. CC005000000011770

Twinstar Infrastructure .... Complainant

**Versus**

Hiralal Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011771

Twinstar Infrastructure .... Complainant

**Versus**

Nilesh Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011772

Twinstar Infrastructure .... Complainant

**Versus**

Sandipkumar Pokar .... Respondent

Alongwith

COMPLAINT No. CC005000000011773

Twinstar Infrastructure .... Complainant

**Versus**

Navinbhai Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011774

Twinstar Infrastructure .... Complainant

**Versus**

Deepakkumar Patel .... Respondent

*Viswanath*

Alongwith

COMPLAINT No. CC005000000011775

Twinstar Infrastructure .... Complainant

**Versus**

Chirag Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011776

Twinstar Infrastructure .... Complainant

**Versus**

Bhaatbhai Dhoru .... Respondent

Alongwith

COMPLAINT No. CC005000000011777

Twinstar Infrastructure .... Complainant

**Versus**

Arvind Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011778

Twinstar Infrastructure .... Complainant

**Versus**

Haribhai Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011779

Twinstar Infrastructure .... Complainant

**Versus**

Deepakkumar Patel .... Respondent

*Settai*

Alongwith

COMPLAINT No. CC005000000011780

Twinstar Infrastructure .... Complainant

**Versus**

Hansrajbhai Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011781

Twinstar Infrastructure .... Complainant

**Versus**

Ramanlal Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011782

Twinstar Infrastructure .... Complainant

**Versus**

Suresh Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011783

Twinstar Infrastructure .... Complainant

**Versus**

Dakshaben Patel .... Respondent

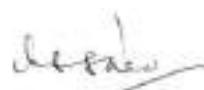
Alongwith

COMPLAINT No. CC005000000011785

Twinstar Infrastructure .... Complainant

**Versus**

Riteshkumar Patel .... Respondent



Alongwith

COMPLAINT No. CC005000000011786

Twinstar Infrastructure .... Complainant

**Versus**

Ishwarbhai Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011787

Twinstar Infrastructure .... Complainant

**Versus**

Manish Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011789

Twinstar Infrastructure .... Complainant

**Versus**

Rajubhai Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011790

Twinstar Infrastructure .... Complainant

**Versus**

Miteshkumar Pokar .... Respondent

Alongwith

COMPLAINT No. CC005000000011791

Twinstar Infrastructure .... Complainant

**Versus**

Limbai Natwar .... Respondent

*l. patel*

Alongwith

COMPLAINT No. CC005000000011792

Twinstar Infrastructure .... Complainant

**Versus**

Sureshkumar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011793

Twinstar Infrastructure .... Complainant

**Versus**

Deepakkumar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011794

Twinstar Infrastructure .... Complainant

**Versus**

Dakshaben Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011795

Twinstar Infrastructure .... Complainant

**Versus**

Manojkumar Patel .... Respondent

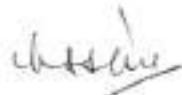
Alongwith

COMPLAINT No. CC005000000011796

Twinstar Infrastructure .... Complainant

**Versus**

Vipul Patel .... Respondent



Alongwith

COMPLAINT No. CC005000000011797

Twinstar Infrastructure .... Complainant

**Versus**

Tarukumar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011798

Twinstar Infrastructure .... Complainant

**Versus**

Parth Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011802

Twinstar Infrastructure .... Complainant

**Versus**

Kirit Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011805

Twinstar Infrastructure .... Complainant

**Versus**

Ramesh Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011806

Twinstar Infrastructure .... Complainant

**Versus**

Pravin Patel .... Respondent

*Abhishek*

Alongwith

COMPLAINT No. CC005000000011807

Twinstar Infrastructure .... Complainant

**Versus**

Nitin Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011808

Twinstar Infrastructure .... Complainant

**Versus**

Chandresh Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011810

Twinstar Infrastructure .... Complainant

**Versus**

Pankajkumar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011811

Twinstar Infrastructure .... Complainant

**Versus**

Ambalal Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011813

Twinstar Infrastructure .... Complainant

**Versus**

Manojkumar Patel .... Respondent

*Abbas*

Alongwith

COMPLAINT No. CC005000000011814

Twinstar Infrastructure .... Complainant

**Versus**

Rashmikaben Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011817

Twinstar Infrastructure .... Complainant

**Versus**

Nilesh Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011818

Twinstar Infrastructure .... Complainant

**Versus**

Vinodkumar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011819

Twinstar Infrastructure .... Complainant

**Versus**

Rakeshkumar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011820

Twinstar Infrastructure .... Complainant

**Versus**

Jayesh Patel .... Respondent

*letter*

Alongwith

COMPLAINT No. CC005000000011823

Twinstar Infrastructure .... Complainant

**Versus**

Jitendrabhai Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011824

Twinstar Infrastructure .... Complainant

**Versus**

Vinodkumar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011826

Twinstar Infrastructure .... Complainant

**Versus**

Mukesh Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011828

Twinstar Infrastructure .... Complainant

**Versus**

Girishkumar Patel .... Respondent

Alongwith

COMPLAINT No. CC005000000011829

Twinstar Infrastructure .... Complainant

**Versus**

Mahendrabhai Chouhan .... Respondent

MahaRERA Registration No. P5210009509

*lalit*

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

Mr. Nicky Milani, C.A. appeared for the Complainant.

Adv. Sumit Kate appeared for the respondents.

**(ORDER)**

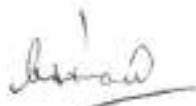
**(11<sup>th</sup> September, 2018)**

1. The complainant/ promoter has filed these 59 complaints seeking directions from MahaRERA to respondents/allottees either to execute the registered agreement for sale in respect of bookings of their respective flats or to cancel the bookings of said flats and allow the complainants to forfeit the booking amount paid by the respondent in respect of booking of their respective flats in the building known as "Vastu Imperial - A Wing" bearing MahaRERA Registration No. P52100009509 at Pune.
2. In the present case during the hearings held on 16.8.2018 and 21.8.2018 MahaRERA had directed the complainant /promoter to forward draft of model agreement for sale to the respondents. Accordingly, the complainant sent the draft agreement to the respondents. However, no response has been given by the respondents. The matter heard finally today.
3. During the hearing the complainant has argued that the respondents are investors and they belong to Marwadi / Gujarati / Jain community. In the year 2013, when the said project was undertaken by the complainant the respondents have booked 2 BHK/3BHK flats in the said project through ex-partner of the complainant Mr. Amit Patel. At that time, they paid around 25% to 30% of the booking amount. The respondents have also executed 2 MOUs with the complainant and agreed for slab wise payment mentioned in the said MOU. The complainants further argued that due to non-payment of the outstanding dues by respondents the project got stuck and the construction work has stopped. Even since the year 2013 the respondents are not coming forward for execution and registration of the agreements nor cancelling their bookings. The complainant therefore prayed for the directions of MahaRERA U/S 13 of the RERA Act to the respondents to execute the agreement for sale or in the alternative for directions for cancellation of the said bookings and



refund the amounts paid by the respondents upon sale of the said flats by the complainants.

4. The respondents have disputed the claim of the complainant and argued that as per the MOU the complainant /promoter was liable to hand over the possession of the respective flats to the respondents in the year 2016. However, no work has been commenced at the site and the complainant has failed to give possession of their flats. The respondents further argued that they have lost faith in the complainant as a promoter and therefore refused to execute the agreement for sale with the complainant.
5. The MahaRERA has examined the arguments of both the parties as well as available record. In the present case admittedly, the respondents have paid more than 10% of amount towards booking of their respective flats to the complainant, but the registered agreements for sale have not been executed between the parties. The complainant has shown his willingness for executing the registered agreement for sale with the respondents. MOU has also been entered into by and between the parties wherein the complainant has agreed to hand over possession of the flats to the respondent by December 2016. However, till date possession of the flats has not been given to the respondent. Further the respondents have also agreed for slab wise payments, which has not been done. The complainants argued that since the respondents did not pay the outstanding dues, they have not constructed the building and handed over the possession of the flats to the respondents. It shows that both the parties are at default and failed to perform their liabilities as per the said MOU.
6. From these facts it appears that both the complainants as well as respondents have failed to perform their part of contract as per MOU executed by and between the parties. The MahaRERA has no jurisdiction to ensure specific performance of the said MOU. Since more than 10% amount has been paid by the Respondents for bookings of their respective flats as per Section 13 of the RERA Act, the complainant /promoter is bound to execute the agreement for sale with the respondents.
7. In view of the aforesaid facts, the MahaRERA directs the complainant to execute the registered agreement for sale with all the 59 respondents within a period of 45 days from the date of this order. The respondents shall make

A handwritten signature in black ink, appearing to read 'MahaRERA' with a small '1' above the 'E'.

payments in accordance with the work completed on site along with statutory dues towards taxes as applicable.

- With these directions the complaint stands disposed of.

*✓*  
( Dr. Vijay Sajbir Singh)  
Member -T, MahaRERA