

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO : CC006000000001884

Kiran Vasant Varekar Complainant

COMPLAINT NO : CC006000000001888

Rajuram Mangilal Banshiwal Complainant

COMPLAINT NO : CC006000000001917

Sudhakar Kashinath Salunke Complainant

COMPLAINT NO : CC006000000001918

Suhas Hanumant Tawde Complainant

COMPLAINT NO : CC006000000001929

Mamta Suresh Sawant Complainants
Suresh V. Sawant

VERSUS

Samruddhi Developers
MahaRERA Regn. No: P51800012607

Coram
Hon'ble Shri Gautam Chatterjee, Chairperson

Order

January 15, 2018

Complainant represented by Adv. Neha Varhadi (MDP & Partners)

Respondents represented by Adv. Mohanish Chaudhari, Adv. Sanjeel Kadam (Kadam & Co)

1. The Complainants stated that the Nehru Nagar Amrapali Co-operative Housing Society Limited (hereinafter referred to as the Society) had entered into a Development Agreement dated December 13, 2007 for constructing a ground+7 storeys building with one M/s Rebuilt Developers (hereinafter referred to as the erstwhile developer).



Further, they stated that the Society also entered into a Supplemental Agreement dated May 5, 2012 for construction of an additional eighth floor with the erstwhile developer.

2. Complainants alleged they had agreed to purchase apartments on the eight floor in the Respondent's project from the erstwhile developer via registered agreements for sale with possession date of 2013. The Respondents stated that they too were purchasers of 2 apartments on the 8th floor from M/s Rebuilt Developers.
3. Thereafter, the erstwhile promoter encountered financial difficulties in 2015 and signed Deed of Assignment dated November 9, 2015, between the Respondent, Cooperative Society and M/s Rebuilt Developers for the purpose of completing the pending construction work in the project.
4. The Complainants, therefore, prayed that the Respondent be directed to handover possession of the said apartments to the Complainants at the earliest and to pay interest to the Complainants under section 18 of the Real Estate (Regulation and Development) Act 2016.
5. The advocate for the Respondent argued the said Deed of Assignment was executed as a *Special Purpose Vehicle* only to bail out the erstwhile developer from its financial crisis and to complete the pending construction work. He further added that the said Deed of Assignment does not make the Respondent liable for the sale purchase agreements executed by the complainants with the erstwhile developer. He added that he is committed to complete the project in accordance with the assignment deed, on 31/12/2018 as mentioned in the registration details on MahaRERA website.
6. The dispute raised by the Complainants are against the erstwhile developer with whom agreements have been signed and which are civil in nature. The Complainants were asked if they would like to pursue their civil dispute matter in an appropriate forum, which they declined. However, since in the deed of assignment, the names of all the Complainants are mentioned, hence they are entitled to possession of their apartments before 31/12/2018, as per the date mentioned in the project registration.
7. The complaints are, therefore, disposed of as per above observations.


(Gautam Chatterjee)
Chairperson, MahaRERA