



MCHI/PRES/17-18/097

5TH BULLETIN OF SUMMARY OF MAHARERA ORDERS

BRIEF SUMMARY | ORDERS PASSED BY MAHA RERA

1. SUNIL DATTATRAY DESHMUKH & OTHERS VS. MANSI BUILDERS AND DEVELOPERS PRIVATE LIMITED [ES3249](#)

Complaint:

Sunil Dattatray Deshmukh & others ("**Sunil &Ors**") filed a complaint against Mansi Builders and Developers Private Limited ("**Mansi Developers**") seeking directions from Maha RERA against Mansi Developers to refund with interest and compensation the amount paid by Sunil and Others to Mansi Developers for booking flats in its project because Mansi Developers is to handover possession within 2 years from the year 2015 when Sunil & Others booked their flat and presently there has not been any satisfactory progress and hence Sunil & Others wish to withdraw from the project.

Order of MAHA RERA:

Maha RERA vide its order dated 16 November 2017 dismissed the complaint of Sunil &Ors as they want to withdraw from the project on the presumption that Mansi Developers would not be able to hand over possession on time and there is no breach at the present moment by Mansi Developers.

2. GANESH BALU PAWAR VS. VIJAY SURAKSHA REALTY LLP [ES3490](#)

Complaint:

Ganesh Balu Pawar ("**Ganesh**") has filed a complaint against Vijay Suraksha Realty LLP ("**Vijay Suraksha**") requesting Maha RERA to direct Vijay Suraksha to refund the booking amount of Rs 50,000 paid by Ganesh to Vijay Suraksha on 14 August 2017 with respect to a project registered with Maha RERA as Ganesh is desirous of cancelling the booking because Vijay Suraksha failed to clarify certain doubts raised by Ganesh.

Arguments of Vijay Suraksha:

Vijay Suraksha denied the contention raised by Ganesh and stated that there is no cause of action as Ganesh wants to cancel the booking and as per clause 2 of the application form dated 14 August 2017, vide which Ganesh booked the flat, states that the amount paid to Vijay Suraksha shall be forfeited in the event of cancellation of the booking by the allottee, i.e. by Ganesh.

Order of MAHA RERA:

Maha RERA vide its order dated 13 December 2017 dismissed the complaint filed by Ganesh on the grounds that there is no agreement between Ganesh and Vijay Suraksha and that Ganesh wants to cancel the booking not because of any default or delay on the part of Vijay Suraksha and hence there is no violation of RERA by Vijay Suraksha and hence no reliefs can be sought from Maha RERA.

3. KIRAN ANIL GHAI VS. AANYA REALTORS [ES3277](#)

Complaint:

Kiran Anil Ghai ("**Kiran**") filed a complaint against Aanya Realtors ("**Aanya**") seeking directions from Maha RERA against Aanya to refund the booking amount paid by Kiran for a project being developed by Aanya.

Arguments of Aanya:

Aanya stated that Kiran had not executed an agreement for sale, however, Kiran had cancelled the booking and requested for a refund for which Aanya had responded that they would refund the monies in accordance with the terms of the allotment letter executed between Kiran and Aanya.

Order of MAHA RERA:

Maha RERA vide its order dated 13 December 2017 directed Aanya to refund the amount to Kiran within 45 days from the date of the order by deducting 7.5% of the booking amount towards administrative charges, as Kiran wanted to cancel due to delay of Aanya to delivery of the flat in the timelines agreed between them.

4. AAKASH GUPTA VS. BELLISSIMO CROWN BUILD MART PRIVATE LIMITED (LODHA DEVELOPERS PRIVATE LIMITED) [ES3613](#)

Complaint:

Aakash Gupta ("**Aakash**") has filed a complaint against Bellissimo Crown Buildmart Private Limited ("**Bellissimo**") requesting Maha RERA to direct Bellissimo to pay interest for the delay in handing over possession of four flats acquired by Aakash from Bellissimo which was earlier promised to be handed over by Bellissimo by 31 December 2015 with an additional grace period of 1 year ending on 31 December 2016.

Arguments of Bellissimo:

Bellissimo stated that the complaint is not maintainable because all four flats purchased by Aakash have received occupation certificate on 8 June 2017 and hence the same have not been registered with Maha RERA.

Order of MAHA RERA:

Maha RERA vide its order dated 18 December 2017 dismissed the complaint filed by Aakash on the grounds that since the part occupation certificate for ground plus forty upper floors which includes the four flats purchased by Aakash has been obtained by Bellissimo prior to the deadline for registration of ongoing projects, the same need not be registered with Maha RERA.

5. SAMRAT ASHOK SRA CO-OPERATIVE HOUSING SOCIETY AND OTHERS VS. SKYLINK HOSPITALITY LLP [ES3454](#)

Complaint:

Samrat Ashok SRA Co-operative Housing Society Limited ("**Samrat Society**") being a slum society filed a complaint against Skylink Hospitality LLP ("**Skylink**") requesting Maha RERA to cancel the registration of the project registered by Skylink with Maha RERA because of various illegalities done by Skylink while implementing a slum scheme including that of changing the location of the rehab building to be constructed for all the members of Samrat Society.

Arguments of Skylink:

Skylink stated that there were no valid grounds for cancellation of the registration. Skylink further stated that as per the terms and conditions of the development agreement executed between Samrat Society and Skylink, Skylink has all rights to club/amalgamate adjacent plots with the consent of Samrat Society and Skylink has given an undertaking to the Slum Rehabilitation Authority that it would obtain consent of Samrat Society prior to obtaining revised permissions for amalgamation of the slum schemes.

Order of MAHA RERA:

Maha RERA vide its order dated 18 December 2017 dismissed the complaint filed by Samrat Society by stating that Maha RERA is not the correct forum to challenge the permissions obtained by Skylink from the Slum Rehabilitation Authority and that appropriate steps must be taken by Samrat Society provided in the Maharashtra Slums Areas Act, 1971.

6. ARUN VASUDEO NATU VS. KAMALNATH UNIVERSAL PRIVATE LIMITED [ES3488](#)

Complaint:

Arun Vasudeo Natu ("**Arun**") has filed a complaint against Kamalnath Universal Private Limited ("**Kamal Nath**") requesting Maha RERA to cancel the registration granted by Maha RERA to the redevelopment project of Purvanchal Co-Operative Housing Society Limited being undertaken by Kamalnath on the grounds that Kamalnath has submitted false information to Maha RERA regarding the address of the company, total FSI consumed, society's share of covered parkings, carpet area etc. Arun also claimed that Kamalnath should pay full rent, interest for delayed possession and direction to Kamalnath to handover possession of the flat with the agreed carpet area in the agreement executed under the provisions of MOFA.

Arguments of Kamalnath:

Kamal Nath denied the allegation of Arun and stated that Arun is not even a member of the co-operative society whose redevelopment was undertaken by Kamalnath.

Order of MAHA RERA:

Maha RERA vide its order dated 20 December 2017 dismissed the complaint filed by Arun stating that the complaint is in the nature of specific performance of a development agreement and hence Maha RERA has no jurisdiction to entertain such civil disputes.

7. SACHIN SUBHAS SAWAJI AND 46 OTHERS VS. DARODE JOG KULKARNI VENTURE [ES3455](#)

Complaint:

Sachin Subhas Sawaji and 46 others ("**Sachin & Ors**") filed a complaint against Darode Jog Kulkarni Venture ("**Darode**") seeking directions from Maha RERA against Darode to pay interest to Sachin & Ors for delay in handing over possession of their respective flats which was to be handed over on 31 December 2016 and also a direction to handover possession of the respective flats of Sachin & Ors within a period of 6 months.

Arguments of Darode:

Darode agreed to handover possession of the flats to Sachin & Ors on or before December 2018 and also agreed to pay interest for delayed possession as per clause 13 of the agreement for sales from 31 December 2016 till actual date of handing over possession of the flats to Sachin & Ors

Order of MAHA RERA:

Maha RERA vide its order dated 21 December 2017 took on record the undertaking of Darode in terms of his aforesaid arguments and disposed of the complaint of Sachin & Ors.

Summarised by the Real Estate Team of Khaitan & Co, Mumbai

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