

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI
COMPLAINT NO: CC006000000001106

Mr. Saji Samuel

.. Complainant

Versus

M/s. ITMC Developers Pvt. Ltd.

MahaRERA Registration No. P51800006372

..... Respondent

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

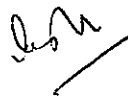
The complainant appeared in person.

Adv. Mr. Karan Bhosale a/w Adv. Neha Bhosale appeared for the respondent.

Date : 29th November, 2017

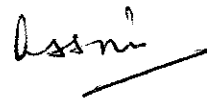
Order

1. The complainant has filed this complaint seeking directions that the amount invested in the project be returned with interest and compensation for every month of delayed possession at the rate mentioned in the demand letter issued by the respondent in the MahaRERA registered project bearing No. P51800006372.
2. This matter was heard today. During the hearing, the complainant has stated that he has invested his hard earned money in this project and at the time of booking, the construction work was suspended & awaiting for CC to be granted beyond 10th floor. He was promised by the respondent that the building will be ready by 31st December 2016 and then 2017 and then July 2018. Now it is being postponed to 2019. The complainant invested the amount using money of his fixed deposit. He was told by India Bulls that the next payment should be made only after work resumes on the Sai Sapphire Project. However, now he has got demand letter from Builder for payment. But in the past 3-4 years not even one brick has been laid in the project by the respondent. Further, the respondent has changed the draft of agreement for sale to be executed between the complainant and the respondent for sale of the said flat.
3. However, the respondent has stated that the flat of the complainant located on the 4th floor for which he has got all requisite permissions and though he informed



the complainant for execution of registered agreement for sale, he did not come forward so far. Still the respondent is ready and willing to execute the registered agreement for sale provided that the complainant should make necessary charges towards the various taxes. Further, the respondent has changed the draft of agreement as per the prescribed format of the RERA Act and Rules made there under.

4. Considering the aforesaid facts, this Authority is of the view that it is an undisputed fact that the complainants have paid about 50% amount out of total consideration of the said flat and he wants to continue in the project. Further, as per the provisions in MoFA Act, on payment of 20%, the registered agreement is to be executed with the allottees and as per RERA Act, the agreement is to be registered after payment of just 10% only. But that has not happened and there is violation of the provisions of the RERA Act, 2016. With regard to the claim of the complainant for interest and compensation for the delayed possession, this Authority is of the view that the complainant cannot claim such reliefs since there is no registered agreement for sale to show any agreed possession date between the complainant and the respondent and to establish that the of possession is over.
5. In view of the above, this Authority directs both the complainant as well as the respondent to execute registered agreement as per provisions of RERA Act, within a period of 30 days.
6. With above direction the complaint stands disposed of.



(Dr. Vijay Satbir Singh)
Member-1