

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC0010000000000004

MUKESH MANHARLAL DESAI

... Complainant.

Versus

SUYOJIT INFRASTRUCTURE PVT LTD
MahaRERA Regn: P51600002623.

... Respondent.

Complainant Represented by Stuti Dhandhania.
Respondent Represented by D.K.Rakh.


Coram: Hon'ble Shri B.D. KAPADNIS.

30th October 2017

Final Order

The parties have settled the dispute amicably and have filed consent terms marked as Exhibit 'A'. On their request, the complaint is being disposed off in terms of consent terms. Consent terms marked Exhibit 'A' shall form the part of order.

Mumbai
Date: 30.10.2017.


30.10.17
(B.D. Kapadnis)
(Member & Adjudicating Officer)
MahaRERA, Mumbai

BEFORE THE HON'BLE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,

AT MUMBAI

Complaint No. CC001000000000004

Dr. Mukesh Manharlal Desai

..... Complainant

&

M/s. Suyojit Infrastructure Pvt. Ltd
Through its director

1. AnantKeshavRajegaonkar

2. Anil Bhavarlal Jain

..... Respondents

CONSENT TERMS

These consent terms are filed with this Hon'ble Authority on the basis of compromise arrived between the Complainant and the Respondents as under.

1. The Respondents hereby admit and confirm that an amount **Rs. 46,93,058/- (Rupees Forty Six Lakhs Ninety Three Thousand Fifty Eight only)** is received by them from the complainant from time to time towards part purchase price of Flat No. 42, located on Eleventh Floor, of SuyojitBaug building, constructed on land Survey No.702/2B, Nashik.
2. The Respondents hereby admit and confirm that a sum of **Rs. 29,747/-** is paid by the complainant through them to the Income Tax Department towards TDS.
3. The Respondents hereby further admit and confirm that a sum of **Rs.1,75,022/-** is paid by the Complainant to the central government towards service tax through the Respondents.
4. The Respondents hereby agree to refund the said part purchase price amount **Rs. 46,93,058/- (Rupees Forty Six Lakhs Ninety Three Thousand Fifty Eight only)**, **Rs. 30,000/- towards Registration fees, Rs. 29,747/- towards TDS & Rs.1,75,022/- towards Service Tax** along with simple interest calculated @ 9% p.a thereon from the date of the receipt till the date of refund.i.e. **Rs.11,09,380/-(Rupees Eleven Lakhs Nine Thousand Three Hundred Eighty only)**(working of Interest which is separately attached is part of consent term) total amounting to **Rs.60,37,207/-(Rupees Sixty Lakhs Thirty Seven Thousand Two Hundred Seven only)** is due and payable by the Respondents to the Complainants and the Respondents hereby agree, admit and undertake to pay the said amount to the Complainants as under.

Amount

Particulars

a. Rs. 10,00,000/-

(Rupees Ten Lakhs only) by Cheque bearing no. 038435 dated 31st October 2017 drawn on J & K Bank, Canada Corner Branch, Nashik.

b. Rs. 5,00,000/-

(Rupees Five Lakhs only) by Cheque bearing no. 040404 dated 31st October 2017 drawn on J & K Bank, Canada Corner Branch, Nashik.

Shub Dhanan
For Mukesh Desai



c. Rs. 15,45,000/-

(Rupees Fifteen Lakhs Forty Five Thousand only) by Cheque bearing no. 040405 dated 25th November 2017 drawn on J & K Bank, Canada Corner Branch, Nashik.

d. Rs. 15,00,000/-

(Rupees Fifteen Lakhs only) by Cheque bearing no. 038437 dated 20th December 2017 drawn on J & K Bank, Canada Corner Branch, Nashik.

e. Rs. 14,92,207/-

(Rupees Fourteen Lakhs Ninety Two Thousand Two Hundred and Seven only) by Cheque bearing no. 038438 dated 15th January 2018 drawn on J & K Bank, Canada Corner Branch, Nashik.

Rs. 60,37,207/-

Rupees Sixty Lakhs Thirty Seven Thousand Two Hundred Seven only.

5. Upon encashment of aforesaid four cheques, the Claim of the Complainants will be marked fully satisfied.
6. The Complainant agrees to execute Deed of Cancellation in respect of the said flat and shall register the same on receipt of last instalment of refund, with the sub-Registrar of Assurances, Nashik, at his expenses.
7. The Respondents agree and undertake to MahaRERA to maintain sufficient balance in the concerned bank so as to honour the aforesaid four cheques on their respective due dates and further agree and undertake not to close the Bank account of which the cheques are issued and also will not instruct the bank for stop payment for any reason.
8. In case the aforesaid four cheques are dishonoured on their respective due dates, the Complainant will be entitled to take legal action against the Respondents.
9. The Complainant shall give written authority to the Respondents to claim refund of Service tax /VAT and retain the amount.
10. The Respondents agree to co-operate the complainant to receive refund of Stamp Duty of Rs 7,30,200/- against cancellation of agreement to sale.

Submitted.

Place – Mumbai

Date - 30/10/2017

Dr. Mukesh Manharlal Desai

for **Dr. Mukesh Manharlal Desai**
(Complainants)

For Suyojit Infrastructure Pvt Ltd.

Anant Keshav Rajegaonkar
Anant Keshav Rajegaonkar
Director
(Respondent)

Director

R 22
30/10/17

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

COMPLAINT NO: CC001000000000004

Mukesh Desai ... Complainant.

Versus

Suyojit Infrastructure Pvt. Ltd.
(Suyojit Baug) ... Respondents.

MahaRERA Regn: -P51600002623

Coram: Shri B.D. Kapadnis,
Hon'ble Member & Adjudicating Officer.

**Final Order on the application of the complainant filed u/s 63 of RERA.
3rd April 2018**

This complaint has been disposed off on the basis of consent terms marked Exh 'A' which forms part of order. The respondents agreed to refund Rs. 60,37,207/- by 15.01.2018 in four instalments mentioned in the consent terms. However, respondents have not complied with the order. Therefore, the show cause notice under Section 63 of the Real Estate Regulatory Act (RERA) has been issued to the Respondents.

2. The respondents have failed to appear to show cause as to why penalty under Section 63 of RERA should not be imposed on them, though the notice to that effect has been served upon them. Even after the notice the respondents have not complied with the order.

3. Heard the complainant.



4. Rule 19 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and disclosures on website) Rule, 2017 provides -

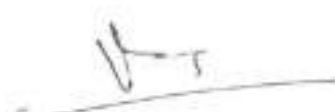
19 "Timelines for refund - The refund of any amount which is payable by the promoters to allottees along with the applicable interest and compensation, if any, under the Act or the Rules and Regulations, shall be made by the Promoter to the allottee within thirty days from the date on which such refund along with applicable Interest and Compensation, becomes due and payable to the allottee:

Provided that, every instance thereof shall be reported by the concerned promoters within thirty days to the authority"

5. Section 63 of RERA provides that if any promoter fails to comply with any of the orders or directions of the Authority, he shall be liable to a penalty for every day during which such default continues, which may cumulatively extend to 5% of the estimated cost of the real estate project as determined by the Authority.

6. It is submitted that the respondents have not complied with the order. No reason has been assigned by respondents for non-compliance of the order. It has been submitted by the complainant that the respondents have not filed any Appeal against the order passed in his complaint. Therefore, the order has reached finality.

7. The complaint has been decided by me as the Member of MahaRERA. In this circumstance, as per the provisions of Section 63 of RERA, the penalty can be imposed on the respondent for non-compliance of the order passed by the Authority for every day of default, till the order is complied with subject to the maximum limit of 5% of the estimated cost of the project. I am inclined to impose the penalty of Rs. 1,000/- per day on the respondents to meet the ends of justice. Hence, the order.



ORDER

The respondents shall pay penalty of Rs. 1,000/- per day of default in complying with the order u/s 63 of RERA from the expiry of period of first 30 days from the date of order, till it is complied with or till the penalty accumulates to the extent of 5% of the estimated cost of the project whichever is earlier.

2. The respondent shall inform the Authority about the compliance of the order to stop the accruing penalty.

Mumbai.

Date: 03.04.2018.


3-4-18
(B.D. KAPADNIS)

Member & Adjudicating Officer,
MahaRERA, Mumbai.