

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000012058

Vivek Kumar Chhaparia  
Vaishali Kumar Chhaparia

... Complainants

Versus

Sai Siddhant Developers  
MahaRERA Reg.No: P51800008223

... Respondent No 1

Sai Kamla Developers

... Respondent No 2

Coram:

Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainants were represented by their Constituted Attorney Mr. Sunil Kumar Agarwal  
Respondent 1 was represented by Mr. Karan Bhosale, Adv

**Order**

15<sup>th</sup> December 2017

1. The complainants have stated that in 2013 they had booked an apartment bearing No. 1305 through an allotment letter dated December 18, 2012 in the Respondent No 1's project 'D N Nagar Jai Bhavani CHS Ltd' located at Andheri, Mumbai. The said allotment letter was issued by Respondent No 2 and to whom the complainant has paid the consideration amounts. The complainants have further alleged that there was a Joint Venture / Development Agreement dated November 26, 2011, between the Respondent No 1 and M/s Kamlakshmi Developers, a Limited Liability partnership (LLP); and the said Joint Venture Agreement was named and styled as "Sai Kamla Developers" i.e. Respondent No 2, and which is an "Association of Persons" (*hereinafter referred to as the said AOP*).
2. During the hearing, the advocate for the Complainants stated that, without getting into the legality or the illegality as to whether the said Joint Venture / Development Agreement was terminated lawfully or not, Respondent No.1 is jointly and severally



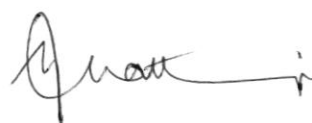
liable for all the obligations incurred under the umbrella of the said Joint Venture / Development Agreement, including the present one involving the allotment of the said apartment to the Complainants in the said Project. Therefore, he alleged that the Respondent No 1 has failed to register the agreement for sale for the said apartment even though the complainants have paid substantial amounts for the same. He further alleged that the Respondent No 1 has failed to make complete disclosure as required under the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*), more particularly, provided under Rule 4(3)(a), wherein the Respondent No.1 has not disclosed about the obligations incurred under the Joint Venture / Development Agreement stated hereinabove, to the effect that Respondent No.1 are not recognizing Complainants' allotment of said apartment in the said Project.

3. Therefore, he prayed for the following reliefs:

- a) Respondent No.1 be directed to formally make disclosure about Joint Venture / Development Agreement dated November 26, 2011, before MahaRERA
- b) Respondent No.1 be directed to execute Agreement for Sale with Complainants in respect of the said apartment as provided under Clause 11 of the Allotment letter dated December 18, 2012;
- c) Action under section 60 of the said Act be initiated against Respondent No.1 for violation of Section 4 of the said Act, Rule 3 of RERA Rules and Regulation 4 of RERA Regulations, for suppression of facts in the disclosures made in the Registration of their said Project with RERA;


4. The Respondent No 1, who is the promoter for the MahaRERA registered project stated that the said Joint Venture Agreement was terminated vide termination Notice, dated March 23, 2017. Further, they stated that they have filed a suit in the Hon'ble High Court of Bombay seeking cancellation of the said Joint Venture Agreement and the said allotment letter.

5. In view of the above facts, it is seen that the complainants do not have any allotment made by the promoter (Respondent No. 1) of the MahaRERA registered project. Therefore, they cannot be held as allottees in the said project as the said allotment letter was given by Respondent No 2, which the Respondent No 1 claims is not in existence



as on date. The information put out in the MahaRERA website regarding the said registered project, does not take into account Respondent No. 2 as Promoters of the Project. MahaRERA cannot be the forum to settle the dispute the complainant has with Respondent No 2. Hence, the case is dismissed.

6. However, the respondent is directed to upload the updated disclosures regarding the termination of the said Joint Venture Agreement and pending litigations, if any, pertaining to the project, within seven days from the date of this Order.
7. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA