



Ref. No. MCHI/PRES/17-18/153

6TH BULLETIN OF SUMMARY OF MAHARERA ORDERS

BRIEF SUMMARY | ORDERS PASSED BY MAHA RERA

1. Umesh Magar and others Vs. Kul Developers Private Limited [ES3543](#)

Complaint:

Umesh Magar & others ("Umesh &Ors") filed a complaint against Kul Developers Private Limited ("KUL Developers") inter-alia alleging that (i) while registering the project with Maha RERA Kul Developers did not enclose the commencement certificate and thereby has contravened Section 4 of the RERA Act and (ii) wrong date of possession has been stated in the registration with Maha RERA.

Order of MAHA RERA:

Maha RERA vide its order dated 2 January 2018 stated that it is mandatory to enclose a commencement certificate by any developer registering its project under RERA. Maha RERA further stated that it is a requirement under Section 4 (2) which is a well thought requirement of the parliament of India. Maha RERA therefore, directed the Secretary of Maha RERA to make necessary changes in the software of Maha RERA for registering projects to ensure that the uploading of commencement certificate is made compulsory, as the present software did not make it mandatory to upload commencement certificate and hence in such cases the developer cannot be blamed. Maha RERA further stated that for allottees who have booked their flats before the registration of the project with Maha RERA would be governed by the provisions of their respective agreements for sale and the date of possession provided therein would prevail. The date of possession provided for by KUL Developers at the time of registration with MAHA RERA is for information of the prospective buyers.

2. Sayali Vivek Mahajan and Mahajan Vivek Damoder Vs. Marvel Promoters and Developers (Pune) Private Limited [ES3929](#)

Complaint:

Sayali Vivek Mahajan and Mahajan Vivek Damoder ("Damoder") filed a complaint against Marvel Promoters and Developers (Pune) Private Limited ("Marvel Developers") seeking a direction from Maha RERA for refund of the consideration paid by Damoder to Marvel Developers with interest and compensation as per the provisions of Section 18 of the RERA Act because Marvel Developers have failed to hand over possession to them by 30 June 2016.

Order of Maha RERA:

Maha RERA vide its order dated 3 January 2018 held that Marvel Developers have failed to handover possession to Damoder on or before 30 June 2016 and directed Marvel Developers to refund the amounts mentioned therein to Damoder with interest at 10.05% from the respective dates of payments except the amount of Stamp Duty. Maha RERA also directed Marvel Developers to pay Rs 20,000 towards cost of the complaint to Damoder and stated that till such refund of the aforesaid monies and interest Damoder would have a charge on the flats booked by them. Upon payment of the monies to Damoder, the parties shall execute a deed of cancellation of the agreement for sale.

3. Dr Shubhada Ram Deoskar and Dr Ram B Deoskar Vs. Neepa Real Estate Private Limited [ES3643](#)

Complaint:

Dr Shubhada Ram Deoskar and Dr Ram B Deoskar ("Deoskars") filed a complaint against Neepa Real Estate Private Limited ("Neepa Developers") seeking a direction from Maha RERA for refund of the consideration paid by Deoskars to Neepa Developers with interest and compensation as per the provisions of Section 18 of the RERA Act because Neepa Developers have failed to hand over possession to them by December 2017.

Arguments of NeepaDeveloeprs:

Neepa Developers stated that there is no agreement executed with Deoskars and that they are ready and willing to execute the same with Deoskars.

Order of Maha RERA:

Maha RERA vide its order dated 15 January 2018 stated that the possession date provided by Neepa Developers at the time of registration of the project with Maha RERA is unreasonable as the same needs to be commensurate with the balance construction to be undertaken. Maha RERA directed the parties to execute an

agreement for sale as per the provisions of Section 13 of RERA Act within a period of 30 days from the date of this order mentioning the date of handing over of possession with OC on or before December 2021.

4. Sanjeev Prakashchandra Mishra Vs. Skylark Realtors Private Limited [ES3661](#)

Complaint:

Sanjeev Prakashchandra Mishra ("Sanjeev") filed a complaint against Skylark Realtors Private Limited ("Skylark") alleging that Sanjeev had booked an apartment in a project of Skylark at Mira Road vide an allotment letter dated 6 December 2016 and there is a variation in the carpet area mentioned in the draft agreement for sale and also in the consideration agreed between the parties.

Arguments of Skylark:

Skylark informed Maha RERA that the change in carpet area of the apartment is because of change in definition of carpet area under RERA. Skylark stated that the consideration is the same as was mentioned in the aforesaid allotment letter. However, certain charges such as club house charges, development charges and infra development charges are to be paid by Sanjeev.

Order of Maha RERA:

Maha RERA vide its order dated 16 January 2018 directed the parties to execute an agreement for sale within 30 days from the date of the order and directed Skylark to provide a break up of the additional charges to Sanjeev. Maha RERA stated that the per square feet consideration amount of the apartment should remain the same as was agreed with Sanjeev.

5. Sanjay Chintalal Vs. Geetai Developers Private Limited [ES3695](#)

Complaint:

Sanjay Chintalal ("Sanjay") filed a complaint against Geetai Developers Private Limited ("GeetaiDevelopers") seeking a direction from Maha RERA for directing Geetai Developers to give early possession of the flat to Sanjay and also pay interest on the money paid by Sanjay to Geetai Developers.

Order of Maha RERA:

Maha RERA vide its order dated 16 January 2018 directed Geetai Developers to handover possession to Sanjay before 31 March 2018 with occupation certificate failing which Geetai Developers shall be liable to pay interest as per provisions of Maha RERA Rules to Sanjay from 1 April 2018 till the actual date of possession on the entire amount paid by Sanjay to Geetai Developers.

6. UdayBhatuWagh Vs. Bhoomi&Arkade Associates [ES3682](#)

Complaint:

UdayBhatuWagh ("Uday") filed a complaint against Bhoomi&Arkade Associates ("Bhoomi&Arkade") alleging that Uday had executed and registered an agreement for sale dated 8 December 2014 with respect to apartment No 401-C in respect of a project Acropolis 1 situated in Virar and the date of possession stated therein was 31 March 2017. As Bhoomi&Arkade had failed to handover possession of the flat within the timelines stipulated therein Uday informed Bhoomi&Arkade to cancel the allotment and refund the monies as per the agreement for sale, however, Bhoomi&Arkade failed to do so and hence Uday filed a complaint before Maha RERA.

Arguments of Bhoomi&Arkade:

Bhoomi&Arkade informed Maha RERA that they are willing to refund the amounts as per the agreement for sale after applicable deductions thereof.

Order of Maha RERA:

MahaRERA vide its order dated 18 January 2018 directed Bhoomi&Arkade to refund the amounts within a period of 30 days from the date of the order in accordance with the provisions of the agreement for sale, without forfeiture of the earnest money as has been agreed by Bhoomi & Arkade.

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

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