

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

Complaint No.CC006000000057599

Mr. Jaiprakash Rambahal Gupta

..... Complainant

Versus

1. M/s. HSV Enterprises

2. Shri. Umiya Group

..... Respondents

Project Registration No. P51700008860

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

Adv. T. R. Gupta appeared for the complainant.

None appeared for the respondent No. 1.

Adv. S.L. Londhe appeared for the respondent No. 2.

ORDER

(9th October, 2019)

1. The complainant has filed this complaint seeking direction from the MahaRERA to the respondents to execute registered agreement for sale in accordance with the allotment letter dated 7/4/2014, issued by the respondents, under the provisions of Section-13 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of six flats in the project known as "**Umiya Darshan**" bearing MahaRERA registration No. P51700008860 at Valavali, Taluka Ambarnath, Dist. Thane.

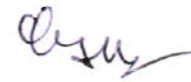
2. This matter was heard finally today. During the hearings, the complainant has stated that he has booked six flats, having an area admeasuring 4780 sq. ft. in the respondents' project for a total consideration amount of Rs 81,26,000/-. The respondents had issued allotment letter dated 7/4/2014. Till date, the complainant has paid 60,00,000/- to the respondents No.1 and still the respondents have not registered agreement for sale with the complainant; hence, the present compliant has been filed. The complainant further clarified that the respondent No.1 is the



owner of the land and the respondent No.2 is a promoter to whom the development rights has been assigned by the respondent No.1 by executing registered development agreement.

3. According to the said development agreement, the respondent No.2 has agreed to allot certain built-up area for residential as well as commercial use of the respondent No.1. Further, the respondent No.1 has also executed power of attorney in favour of respondent No.2 assigning right to sale the flats on behalf of the respondent No.1. Hence, the complainant prayed for order u/s 13 of the RERA.
4. The respondent No.2 stated that they have obtained the development rights from the respondent No.1-owner by executing the development agreement in the year 2013. Accordingly, they have completed the said project and obtained occupancy certificate in the month of March, 2019. With regard to the claim of the complainant, the respondent No.2 has argued that the respondent No.1 had allotted the said flats to the complainant out of their share, which was agreed to be allotted to the respondent No.1 by the respondent No. 2. Accordingly, the respondent No.2 constructed the said built up area on site, and the same is not yet allotted to any buyer of the respondent No. 1.
5. The MahaRERA has examined the arguments advanced by both the parties as well as the record. In the present case, the complainant has booked the flats in the project registered by the respondent No. 2. The respondent No. 2 promoter has undertaken this project by obtaining the development right from the owner of the said land viz., The respondent No. 1, who is also shown as co-promoter (owner) on MahaRERA website. It was brought to the notice of MahaRERA that the respondent No. 1 has sold the said flats to the complainant, out of their own share.

6. In this regard, the MahaRERA is of the view that both the respondents are equally liable for the project. Since the respondent No. 1 is not traceable, the respondent No. 2 who has registered the project with MahaRERA can execute the agreement for sale with the complainant as per the allotment letter issued by the respondent No. 1. It is, therefore, directed to the respondent to execute agreement for sale in a period of one month.
7. With the above directive, the complaint stands disposed of.



(Dr. Vijay Satbir Singh)
Member – 1/MahaRERA

