

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI
COMPLAINT No: CC00600000055151**

Nandadeep CHS Ltd Complainant

Versus

M/s. Samartha Krupa Developers Respondent

MahaRERA Registration No. **P51800012775**

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

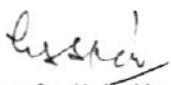
Advocate Ms. Jhanavi Pednekar appeared for the complainant.

Advocate Mr. Lakshman Pol appeared for the respondent.

ORDER
(29th October, 2018)

1. The complainant Society has filed this complaint for directions of MahaRERA to the respondent, who have undertaken re-development in respect of the project known as **Tagore Nagar Nandadeep CHS Ltd.**, bearing MahaRERA Registration No.P51800012775 at Vikhroli, Mumbai.
2. The matter was heard on several occasions when both the parties tried to settle the matter amicably. However, in spite of several meetings they have failed to reach any settlement on mutually agreeable terms. Hence, the matter was heard today on merits.
3. The complainants have argued that respondent has failed to construct and complete the re-development work entrusted to them under the development agreement executed on 9th October 2006; hence the complainants have terminated the appointment of respondent. The respondent has further failed to pay the rent to the members of the complainant's society. Therefore, complainants have filed this complaint seeking directions of MahaRERA for a declaration that the re-development agreement executed by and between complainants and respondent be terminated and not binding upon the complainant's society.

4. The respondent though appeared for hearing on several occasions has failed to file any written submissions on record. However, respondent has made several attempts to settle the matter amicably. The respondent sought further time for settlement which was rejected by MahaRERA as sufficient time and opportunity was granted to the respondent to settle the matter.
5. The MahaRERA has examined the submissions made by the complainants on record. *Prima facie*, it appears that the complainants are representing the Society, who is the owner of the plot of land under the said project. The complainant society has executed the development agreement dated 09 October, 2006 with the respondent promoter for re-development of the said plot of land. Since the respondent has failed to perform their obligations as per the terms and conditions of the said development agreement, the present complaint has been filed with MahaRERA.
6. In this regard, MahaRERA feels that as per provisions of Section-3 of the RERA Act, the re-development component does not fall within the purview of MahaRERA. Therefore, MahaRERA has no jurisdiction to entertain and try this complaint filed by the complainant society. As regards issue of non payment of rent and allotment of permanent accommodation to the members of the complainant society, MahaRERA feels that MahaRERA cannot be used to resolve the issues arising out of the re-development agreement.
7. In the light of these facts, the present complaint stands disposed of for want of jurisdiction.



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