

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

1. COMPLAINT NO. CC006000000056149  
Prakash B. Tendolkar
2. COMPLAINT NO. CC006000000056233  
Jigar Chimanlal Thakar
3. COMPLAINT NO. CC006000000056237  
Vishal Vijaykumar Shah
4. COMPLAINT NO. CC006000000056306  
Ramashray Chauhan
5. COMPLAINT NO. CC006000000056520  
Madhuri Moreshwar Morajkar

... Complainants

Versus

Dhanshree Developers Pvt. Ltd.  
MahaRERA Regn. No: P51800012859

... Respondent

**Coram:** Hon'ble. Shri Gautam Chatterjee, Chairperson.

Complainants were themselves present a/w Mr. R.P. Mudholkar, Adv.; Ms. Shalaka Navghare, Adv. and Ms. Priyanka Mukane, Adv.

Respondent was represented by Mr. Sanjay Chaturvedi, Adv.

**Order**

June 18, 2019

1. The Complainants in Complaint nos: CC006000000056149, CC006000000056233, CC006000000056237 and C006000000056306 have stated in their Complaints that they are prospective members of Navghar Road Sankalp Co-Operative Housing Society Limited, (hereinafter referred to as the *said society*) which is being redeveloped by the Respondent and is registered with MahaRERA. The Complainants stated that the Respondent is yet to execute and register the agreements for sale for their respective



apartments and therefore they prayed that the Respondent be directed to execute and register the agreements for sale for their respective apartments.

2. The Complainant in Complaint no: CC006000000056520 has stated that he is the member of the said society and that the Respondent has stopped paying him rent. Further, he has alleged that the said society has collusively issued notice to the Respondent for terminating the redevelopment agreement thereby further delaying the project completion. Therefore, he has prayed that the Respondent be directed to pay them rent and complete the project at the earliest.
3. The learned counsel for the Respondent submitted that the Respondent is in the process of getting a new promoter to complete the project.
4. Section 15 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the *said Act*) reads as thus:

*15. (1) The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the promoter, and without the prior written approval of the Authority:*

*Provided that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings as the case may be, in the real estate project made by the erstwhile promoter.*

*Explanation. – For the purpose of this sub-section, the allottee, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.*

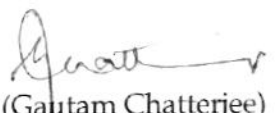
*(2) On the transfer or assignment being permitted by the allottees and the Authority under sub-section (1), the intending promoter shall be required to independently comply with all the pending obligations under the provisions of this Act or the rules and regulations made thereunder, and the pending obligations as per the agreement for sale entered into by the erstwhile promoter with the allottees:*

*Provided that any transfer or assignment permitted under provisions of this section shall not result in extension of time to the intending promoter to complete the real estate project and he shall be required to comply with all the pending obligations of the erstwhile promoter,*



*and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case may be, as provided under this Act or the rules and regulations made thereunder.*

5. In accordance with Section 2(d) of the Real Estate (regulation and Development) Act, 2016, every member of the owner co-operative housing society is an allottee in relation to the said registered real estate project. The purchasers in the said registered real estate project to whom apartments have been allotted are also allottees as per the definition in Section 2(d) of the Act.
6. At this stage when the project is at standstill, the only way forward would be to protect the right of the allottees and enable them to make informed choice regarding the project completion.
7. In view of the above facts, the Respondent is directed to:
  - i. handover the list of allottees of the said project, with contact details, to the Complainants within 30 days from the date of this Order, to enable the allottees to take an informed decision pertaining to the way forward in the said project;
  - ii. convene a meeting with all the allottees of the said project within 45 days from the date of this Order;
  - iii. follow the procedure as laid down under section 15 of the said Act and the rules and regulations made thereunder.
8. Consequently, the matters are hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA