

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

COMPLAINT NO: CC006000000001070

Mr. V.M. Gawand
Versus

.. Complainant

M/s. Grace Erectors of Companies, Builder & Developers.

MahaRERA Registration No.P51900003947

..... Respondent

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

Advocate Mr. Phal appeared for the complainant.

Advocate Mr. Madhur Surana appeared for the respondent

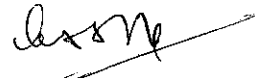
Date- 27th November 2017

Order

1. The complainant who is the Chairman of the Wadala Co-operative Housing Society Ltd has filed this complaint seeking directions to the respondent to immediately give peaceful possession of 48 flats along with Occupancy Certificate to the members of the Society in the MahaRERA registered project bearing NoP51900003947.
2. This matter was heard today. The complainant has stated that their Society viz. Wadala Co-operative Housing Society Ltd. had executed a development agreement, dt.5.12.2005 with the respondent. Further, a confirmation deed was also got registered on 7.2.2007 to give peaceful possession of the 48 flats, admeasuring 600 sq.ft. carpet area each duly constructed and completed along with Occupancy Certificate free of cost to the Society through the Managing Committee within 36 months from the date of Commencement Certificate, which was given on 17.11.2006. Subsequently, the respondent modified the plan and got approval on 8/12/2009 and started the

work. As such, the respondent was supposed to give peaceful possession of the 48 flats of society building 'D' on or before the year 2012 to the Society through the Managing Committee. However, till date he has not handed over the flats to the Managing Committee of the Society, despite several requests of the office bearers of the Society. Thus, the respondent has delayed the possession for about more than 5 years. The complainant further stated that they are the lessee of the plot of land under the said project and now the respondent has shifted his responsibility to pay 25% land premium on the complainant, which is contrary to the terms and conditions of the development agreement.

3. However, the respondent has denied the said contention of the complainant in toto and stated that this is not the forum wherein the complainant can enforce the terms and conditions of the development agreement and therefore requested to dismiss this complaint. Further, the respondent is liable to pay the charges for the development work and not for the land premium.
4. Considering the arguments advanced by both the parties, this Authority is of the view that by filing this matter, the complainant is making grievances for the breach of terms and conditions of the development agreement. The MahaRERA is not the forum for settlement of such disputes regarding the specific performance of the development agreement with the respondent. It is evident that the dispute between the complainant and the respondent is of civil nature and does not pertain to any violation or contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016 or Rules or Regulations made there under.
5. In view of the above, the complaint stands dismissed.



(Dr. Vijay Satbir Singh)
Member-1