

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000022812

Suresh Rathod

... Complainant

Versus

Aashray Developers
MahaRERA Regn. No. P51700010653

... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present.

Respondent was represented by Mr. Prashant Belan, Partner a/w Mr. Shaikh Hasan, Adv.
and Mr. Eknath Pawar, Adv.

Order


May 24, 2018

1. The Complainant has stated that he had booked three apartments bearing Nos. 704 in building no. 3, 101 in building no. 6 and 201 in building no. 5 with one Perfect Builders in Maruti Vihar Housing Complex between 2005 and 2010. The MahaRERA registered project 'MARUTI VIHAR NX' situated at Katemanevali, Thane is now being developed by the present Respondent and that even though he has paid substantial consideration amount for the said apartments to the erstwhile developer, the Respondent has failed to handover possession of the said apartments.
2. The authorised representative of the Respondent stated that after taking over the unfinished project from the erstwhile developer, they have registered only building no. 5 and 6 with MahaRERA, as the remaining buildings, developed by an erstwhile developer, have already been completed. Further, he submitted that while taking over the project, his liability towards the present allottee was only regarding apartment no. 201 in building no. 5 and the Respondent is willing to handover possession of apartment no. 201 in building no. 5. He added that in respect of the remaining apartments i.e. apartment nos. 704 in building no. 3 and 101 in building no. 6, the said



apartments were booked with the erstwhile developer and the amounts collected were not passed on to the present Respondent and therefore they are not liable to handover possession of the same. He further added that the project, after taking over from the erstwhile developer, had to undergo changes as required by the planning authority. Pursuant to that, the area of the said apartment has now increased due to change of plans and that the Complainant will have to pay additional amounts for the same. The Complainant was agreeable to pay for the additional area but stated that the Respondent should bear the stamp duty and registration charges for the amended registration agreement.

3. The Respondent was not willing to accept the responsibility of bearing the stamp duty and registration charges.
4. In view of the above facts, the parties, are directed to execute the amended agreement for sale for the apartment no. 201 in building no. 5, as per the provisions of section 13 of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder within 30 days from the date of this Order and handover possession of the same at the earliest. Further, in accordance with principles of natural justice, both the parties shall equally bear the stamp duty and registration charges for the same. Complainant shall pay the charges for the additional area at the same rate as was agreed between the parties at the time of booking.
5. With respect to the apartments bearing Nos. 704 in building no. 3 and 101 in building no. 6, the Complainant is advised to seek recourse in an appropriate forum.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA