

**THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI.**

COMPLAINT NO: CC006000000054721.

Jigna Ashwin Shah

... Complainant.

Versus

**Shree Siddhivinayak Enterprises
(Sudama Regency)**

... Respondents.

MahaRERA Regn: P51700001217.

Coram: Shri B.D. Kapadnis,
Hon'ble Member & Adjudicating Officer.

Appearance:
Complainant: Adv. Vrishali Nayar.
Respondents: Absent.

**FINAL ORDER
19th September 2018.**

The complainant, in this complaint filed under Section 13 of the Real Estate (Regulation and Development) Act, 2016 contends that he booked shop no. 27 in respondents' registered project 'Sudama Regency' situated at Thane. The respondents failed to execute the agreement for sale and register it even after receiving Rs. 5,50,000/-, the amount more than 10% of total consideration. The complainant is ready to perform his part of the agreement for execution of the agreement for sale.

2. The respondents have pleaded not guilty, but they have not filed their reply. They have not appeared today and have not filed reply to contest the matter. There is no dispute that more than 10% of the total consideration has been paid by the complainant to the respondents which is reflected in the allotment letter. The complainant has brought to my



notice that the respondents by letter dated 02.05.2018 showed their willingness for execution and registration of agreement for sale, but they are not coming forward for the same. Section 13 of RERA makes the promoter duty bound to execute the agreement for sale before receiving more than 10% of the total consideration of the flat. Hence, the complainant is entitled to get the agreement for sale executed and registered.

3. The allotment letter further shows that the agreed date of the possession shall be 31st December 2016, that date has been crossed. The proposed date of the completion put by the respondents on the web page of MahaRERA is 31.03.2022. After taking into consideration the fact that the project is incomplete and some time is necessary to complete it which should be commensurate with the stage of construction. The complainant has brought to my notice that the respondents have given allotment letter No. 306/2015-16 in respect of flat No.303 of the same project showing that respondents shall hand over the possession of the flat on or before 31-12-2018. Therefore the respondents are directed to mention the same date of possession in the agreement. Hence, the following order.

ORDER

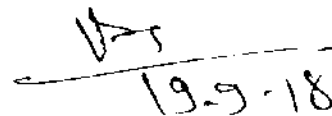
The respondents shall execute the agreement for sale of shop no. 27 of Sudama Regency by putting 31.12.2018 as the date of possession, within 15 days of this order.

The complainant shall cooperate with the respondents for execution of the agreement by paying the necessary charges for registration and execution of the agreement, if not paid earlier.

The respondents shall pay the complainant Rs. 10,000/- towards the cost of the complaint.

Mumbai.

Date: 19.09.2018.


19.9.18

(B. D. Kapadnis)
Member & Adjudicating Officer,
MahaRERA, Mumbai.