

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO. CC006000000056855

Patrick Almeida

Dolorosa Almeida

... Complainants

Versus

Dhruvi Properties Pvt Ltd  
MahaRERA Regn. No. P51800007232

... Respondent


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

Complainants were themselves present a/w Mr. Godfrey Pimenta, Adv.  
Respondent was represented by Mr. Shailesh Thakur, Authorised Signatory a/w Mr. Rajesh Kadam and Mr. Rohaan Pajnigar, Adv.

**Order**

January 29, 2020

1. The present application had been filed for non-compliance of the MahaRERA order dated November 29, 2018, in complaint no. CC006000000056855, by the Respondent.
2. Thereafter, during the course of the hearing, the Complainants have withdrawn their complaint vide application dated January 27, 2020, with liberty to file appropriate proceedings before an appropriate forum.
3. In view of the above, the present application is hereby disposed of, as withdrawn.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA

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COMPLAINT NO: CC006000000056855

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Dhruvi Properties Pvt. Ltd. ... Respondent  
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Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

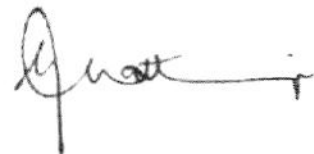
Complainants were themselves present.

Respondent was represented by Mr. Shailesh Thakur, Director.

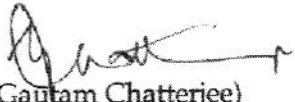
**Order**

November 29, 2018

1. The Complainants had booked an apartment bearing no: 503 in the Respondent's project 'Empress Heights' situated at Andheri, Mumbai through the erstwhile developer of the project in 2011 and were promised that the possession of the said apartment will be handed over in 2012. The Complainants stated that thereafter they have been following up with the erstwhile developer for executing and registering the agreement for sale for the said apartment. Further, they submitted that the said project was subsequently taken over from the erstwhile developer by the Respondent; however, the same was not communicated to them. They submitted that the Respondent has now cancelled their allotment. Therefore, they prayed the Respondent be directed to refund the amounts paid by them,
2. The Respondent submitted that he had cancelled the said allotment as the Complainants have failed to make payments on time. Further, he submitted that if the Complainants intend to continue in the said project, the Respondent is willing to execute and register the agreement for sale.



3. The Complainants submitted that they require time to consider the option of continuing in the said project and therefore requested an extended timeline for executing and registering the agreement for sale, in case they decide to continue in the said project.
4. In view of the above facts, if the Complainants intend to continue in the said project, the parties are directed to execute and register the agreement for sale, as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder within 60 days from the date of this Order. At the time registering the agreement, the Complainants shall pay the amounts due (principal amount only) commensurate to the project competition.
5. Alternatively, if the Complainants intend to withdraw from the said project, the refund shall be in accordance with the terms and conditions of the booking letter.
6. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA