

COMPLAINT NO: CC006000000057337


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13/14 floors have been constructed and that the Respondent is willing to execute and register the agreement for sale once the CC for the same is received.

3. Accordingly, time was given to the parties to settle the matter amicably.
4. On the next date of hearing on July 11, 2019, the parties submitted that they could not reach to an amicable settlement and the Respondent sought further time.
5. On the subsequent date of hearing on December 4, 2019, the authorised representative for the Respondent submitted that they are willing to shift the Complainant in another Project, which is nearing completion.
6. On the final date of the hearing on January 28, 2020, the authorised representative for the Respondent submitted that the Respondent has now obtained the CC for the said project and is willing to allot the apartment and execute and register the agreement for sale and complete the project well within the time stipulated in the MahaRERA registration.
7. Respondent has filed an affidavit in reply which is annexed to this Order as "Annexure A".
8. In view of the above, the parties are directed to execute and register the agreement for sale and the Respondent to endeavour to handover possession of the apartment within the timeline stipulated in their MahaRERA registration.
9. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA

BEFORE THE HON'BLE MAHARASHTRA REAL ESTATE
REGULATORY AUTHORITY, MUMBAI.

Complaint No. CC006000000057337

Mr. Rajeev Kumar
&
Mrs. Vibha Pandey
C-2/27, Torana Building
Sahyadri Nagar
Charkop
Kandivali-West
Mumbai 400067

..... Complainants.

V/s.

Rashmi Realty Builders Pvt. Ltd,
B/215, Shanti Shopping Center
Opp. Railway Station
Mira Road - East
District: Thane.

..... Respondent.

RESPONDENT'S REPLY TO THE COMPLAINANT'S COMPLAINT:

The Respondent above named has gone through copy of complaint received by Registered Post. The Respondent begs to file its reply to it as under:

1. We are Real Estate Developers and are in the business since 2000. The Rashmi Group has till date developed \ under development nearly 45 projects consisting of 352 buildings and delivered affordable luxury homes to nearly 14000 families. Out of these 14 projects are ongoing projects for which RERA Registration is done. The details of RERA registration is as per Annexure I.
2. So far as the contents of the complaints are concerned, it is true that the Complainants have booked one Flat each of Two Room under booking application no. 1962 in Rashmi Star City, Phase IV in Naigaon East Dist. Palghar. On that day the Complainants submitted "Booking Application Form" to the Respondents and requested to book a Flat. The total costs of the said Flats were Rs. -15,00,000/- (Rupees Fifty Lakh Only). On 03/07/2012 & on 04/07/2012 they have paid a sum of Rs. -3,00,000/- (Rupees Three Lakh only) each by cheques. Photocopy of the said booking application form duly filed and signed by the Complainants are attached herewith under Annexure-2.
3. It is submitted that, on 22/07/2012 a Memorandum of Understandings (MOUs) were executed by and between the

Complainants and the Respondent. The copy of the MOUs are attached herewith at Annexure – 3

4. The respondent has developed the captioned project at Juchandra Road Naigaon (E) and floated a scheme of allotment of flats on random basis. The allotment process cannot be completed due to necessary development authorities approval
5. We accept that the complainant Mr. Hitendra D Tripathi has made us payment as under

Sr. No	Date	Cheque No	Amount
1	03/07/2012	979999	1,50,000/-
2	04/07/2012	979998	1,50,000/-
2	15/08/2012 to 15/09/2016	50 monthly installments of Rs. 12,000/- each	6,00,000/-
	TOTAL		9,00,000/-

As such the applicant has paid the amount in total span of nearly 4 years.

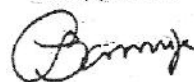
6. It is submitted that, the Respondent has undertaken the project of constructing several buildings on a very huge land in Naigaon East, in Vasai Taluka. It was in the year 2011. At that time CIDCO (Vasai Virar Sub Region) was the Special Planning Authority. In the mean time the Development Control Rules and Regulations (DCR) were changed. At present VVCMC is not issuing any permission for Revised Development Permission. In response to our claim we are enclosing letter dated 24/11/2017 (rejecting revised sanction plan), letter dated 13/10/2016 (Rejecting Plinth Completion Certificate) and letter dated 05/07/2017 (Refusal of Occupancy Certificate) for your perusal. These letters are Annexed at Ann. 4, Ann. 5 & Ann. 6 The VVCMC is not granting any permission because of PIL 87/2013 pending with Bombay High Court. The last date of hearing was on 18/09/2018, pursuant to direction, the matter was adjourned to 19/11/2018. As per available record, record of roznama matter was not listed on 19/11/2018 as the matter was adjourned. On making necessary enquiry I found that no further date is fixed to further hearing of the said PIL. The copy of the latest available order is attached under (Ann. 7)
7. In these circumstances it is submitted with respect that the Respondent is not in a position to complete the further work of the construction. No one can assume, presume and/or predict the

period of getting the decision in such Writ Petition and consequently granting of development permission to the proposed project of the Respondent.

8. Our intention is very clear to complete the project within 24 months from the date of getting necessary approvals. We are planning to complete the construction by offering flats in the project instead of paying funds (Barter System). The Photographs of the latest status of construction is attached (under Ann. 8).
9. It is under these circumstances mentioned that, the Respondent neither did any wrong nor intents to violate any of the provisions of RERA. The Respondent is bound to and shall abide by every law applicable. The Respondent is in field of building construction since year 2000. He has successfully completed about 30 projects so far in adherence with the guidelines issued by the Planning Authority without indulging into any unauthorized construction. So far as Star City project is concerned, the Respondent has completed Star City Phase-I in time, by making arrangement of interest free installment facility to the Flat Purchasers. In this project pioneering idea is implemented in the form of Affordable Housing.
10. The Respondent has already expended the entire amount received from Flat Purchasers in constructing the buildings. Huge amount is blocked as the work is halted for several reasons mentioned hereinabove. In these facts and circumstances it is reasonable and justified and also necessary in the interest of justice to reject the Complainant's demand and prayers
11. The Respondent shall referred to and rely upon the documents which are filed herewith and on such other documents that would be filed, with the leave of the Hon'ble Forum during the pendency of this complaint, as and when required in the interest of justice.
12. The Respondent craves leave of the Hon'ble Forum to amend this Reply as and when required in the interest of justice.
13. It is therefore fit, proper and fair and necessary in the interest of justice to dismiss the Complainant's complaint with costs.

Filed in the Court at Mumbai, on this 21st Day of February 2019.

Respondent.



(Yogesh Bosmiya)