BEFORE THE

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY MUMBAI

COMPLAINT NO: CC006000000056323

Prashmesh and Anil Barar ... Complainant

Versus

Jaycee Homes Pvt.Ltd ... Respondent

COMPLAINT NO: CC006000000100557

Pearl two Flat Purchasers Association ... Complainant

Versus

Jaycee Homes Pvt.Ltd ... Respondent

MahaRERA Regn. No: P51800009076

Coram: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants in Complaint no.1 represented by Mr. Deepan Dixit, Adv. Complainants in Complaint no.2 represented by Mr. R G Chaudhary, Adv.

Respondent represented by Mr. Alok Kumar Singh, Adv

Rectified Order

December 2, 2020 (Rectification to the Order dated September 23, 2020)

- 1. The learned counsel for the Complainants has forwarded an email dated August 26, 2020 to this Authority stating that the Complainants in the first complaint, the Complainant Association/Society in the second complaint and the erstwhile promoter, Jaycee Homes Pvt. Ltd., have settled their dispute amicably as per a Tripartite Consent terms dated February 4, 2020. The said Tripartite Consent terms forms part of this Order.
- 2. In view of the above, the complaints are hereby disposed of.

Gautam Chatterjee Chatterjee Date: 2020.12.02 08:53:48 +05'30'

(Gautam Chatterjee) Chairperson, MahaRERA

BEFORE THE

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY **MUMBAI**

COMPLAINT NO: CC006000000056323

	Prashmesh & Anil Barar		Complainan
	Versus		
	Jaycee Homes Pvt.Ltd		Respondent
	MahaRERA Regn. No:		
	P51800009076		
	COMPLAINT NO: CC00600000010	0557	
	Pearl 2 Flat Purchasers Association		Complainant
	Versus		
	Jaycee Homes Pvt.Ltd		Respondent
	MahaRERA Regn. No:		
	P51800009076		
Corum Shri. C	n: Gautam Chatterjee, Chairperson, MahaRERA		

Complainants in Complaint no.1 represented by Mr. Dipen Dixit, Adv.

Complainants in Complaint no.2 represented by Mr. RG Chaudhary, Adv.

Respondent represented by Mr. Alok Kumar Singh, Adv

Rectified Order September 23, 2020

(Rectification to the Order dated August 28, 2020)

- 1. The learned counsel for the Complainants has forwarded an email dated August 26, 2020 to this Authority stating that the Complainants in the first complaint, the Complainant Association in the second complaint and the erstwhile promoter, Jaycee Homes Pvt. Ltd., have settled their dispute amicably as per a Tripartite Consent terms dated February 4, 2020. The said Tripartite Consent terms forms part of this Order.
- 2. In view of the above, the complaints are hereby disposed of.

Gautam Chatterjee Digitally signed by Gautam Chatterjee Date: 2020.09.25 12:21:37 +05'30'

(Gautam Chatterjee) Chairperson, MahaRERA

ALOK KUMAR SINGH

ADVOCATE, HIGH COURT

102, Shivam Square, 1st Floor, Shree Tirupati Balaji CHS Ltd., Sahar Road, Koldongri, Andheri (East), Mumbal-400 069

(M): 9819288140/9326358488

Email:- singh alokkumar04@pmail.com

IN THE MAHARASHIRA REAL ESTATE REGULATORS. AUTHORYY OFFICE AT BANDRA, MUMBAL

COMPLAINT NO. CC006000005 6323 OF 2019

Mr. Prashmesh Barar & Ana. Complainab

Versus.

Jaycee Homes Put. Ltd.

.... Respondent

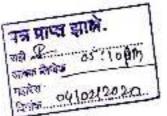
COMPLAINT NO CCOOLOGODO 100557 OF 2015

Pearl Building No.2 C. H.S.L

Jayree Homes Pulled.

... Respondent

Hon'ble Registrar. MahaRera at Bandra.



BE PLEASED to take Tri-Parte Consent Terms · Datween the Complaint of 1st Complaint & the complaint Society in and Complaint entered into with the Respondent being a common developen in the Campbellite.

IN THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY OFFICE AT BANDRA, MUMBAI COMPLAINT NO.: CC0060000000056323 OF 2019

Between

t. Mr. Prashmesh Barar

2. Mr. Anil Barar

...Complainants

Versus

Jayeee Homes Private Limited

...Respondent

AND

IN THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY OFFICE AT BANDRA, MUMBAI COMPLAINT NO.:- CC00600000100557 OF 2019

Between

Pearl Building No. 2 Cooperative Housing Society

Complainant

Versus

Jaycee Homes Private Limited

...Respondent

TRI-PARTE CONSENT TERMS BETWEEN THE COMPLAINNATS AND RESPONDENT

The Respondent have initiate and develop a building "Bhagtani Pearl - II" now appears to be registered as Pearl - 2 under RERA by Premoter, situated at Maera Baug Colony, Talmiki Road, Santaeruz (Westi, located at G/345-19, Plot Ste S3C / 16-B2 TPS II of Santarcus, Audheri, Membai

Junter of

Suburban, 400 054 (hereinafter referred as "Subject Project"). The Respondent had registered said project on Official Website of Maharashtra Real Estate Regulatory Authority bearing Project Registration No: P51800009076.

Project Details are as under:

- Project Registration No.: P51800009076
- ii. Project is situated at : "Bhagtani Pearl II" now appears to be registered as Pearl - 2 under RERA by Promoter, situated at Meera Baug Colony, Talmiki Road, Santacruz (West), located at O/346-19, Plot No 83C / 16-B2 TPS II of Santacruz, Andheri, Mumbai Suburban, 400 054;
- No. of Flats : Total 14 (fourteen) flats in the said Project;
- 2. The Respondent had sold all flats in the said Project by entering into duly registered sale agreement with respective flat purchasers save and except Flat No. 401 and 402. The Flat Purchasers having entered into such Agreement for Sale have formed and duly registered Co-Operative Housing Society name, known and recognized as "Pearl Building No. 2 Cooperative Housing Society".
- 3. The Compliant No. CC006000000056323 was filed on 25th September 2019 by Mr. Prashmesh Barar and Mr. Anil Barar (Complainants therein) against Jaycee Homes Private Limited, the Respondent; (heremafter referred as "First Complaint"). The Complainants have purchased Flat nos. 401 and 402, 4th Floor, in B' Wing admeasuring 142.98 square meters equivalent to 1539 sq. ft, carpet area with exclusive Two Car Parking Space as an amenity along with previously assured and agreed amenities in Building known and recognized as: Bhagtani Pearl-II* registered as Pearl - 2 under RERA by Promoter, situated at Meera Baug Colony, Talmiki Road, Santacruz (Wea), Localed at G/346. 13, Plot NO. 83C/16-B2 TPS II Santacruz, Andheri, Mumbai Suburban, 400054. However, despite receiving Rs.5,40,00,000/- (Rupees Five Crores Forty Lakhs only) towards the said Flats consideration amounts the Respondent have failed and neglected to enter into

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Agreement for Sale. Moreover the Respondent also failed and neglected to handover the possession of said Flats as assured and agreed. In view of the aforesaid defaults the Complainants were constrained to file complaint before Hon'ble RERA Authority, against the Respondent for necessary reliefs more particularly mentioned therein.

- 4. The Complainants of the First Complaint have duly informed and provided all details with respect to said First Complaint to Office Bearers and/or concerned members of Pearl Building No. 2 Cooperative Housing Society.
- 5. Subsequently, Complaint No. CC00600000100557 of 2019 by Pearl Building No. 2 Cooperative Housing Society (thereinafter referred as "Complainant Society") against Jaycee Homes Private Limited, the Respondent. (Hereinafter referred as "Second Complaint"), for reasons and necessary reliefs more particularly mentioned therein.
- 6. After both the aforesaid Complaints namely First Complaint and Second Complaint was served, the Respondent through its Director / Authorized Representative had approached respective Complainants of both Complaint and proposed to amicable resolve and dispute. Hence, relying upon representation and assurance mentioned therein under, the Complainants of aforesaid respective Complaints along with the Respondent have entered into present consent terms.
- 7. The Respondent represent and assures that:
 - i. There are total 14 (fourteen) flats in the said Project. All Flats are sold to for fixed consideration amount. The details of said 14 (fourteen) flats in the said project are provided under <u>Annexure - A</u> hereinunder, including Name of Purchaser, Flat No. Carpet Area, Pending Amounts to be received from respective flat purchasers.

- There are no thirty party rights on the plot of land and flats in the project save and except the flat purchasers mentioned in Annexure - A.
- iii. There is no outstanding loan from any financial institution and/or operating or active mortgage on plot of land or any part of building or flat, availed by the Respondent,
- iv. The Respondent holds unencumbered, good, undisputed and transferable title of the said Project including but not limited land/plot of land, building, etc.
- Total outstanding balance payable for the said
 Project is mentioned under <u>Annexure B</u>.
- The Complainant under First Complaint represent and assures that:
 - i. They have purchased Plat nos. 401 and 402, 40 Floor, in 'B' Wing admeasuring 142.98 square meters equivalent to 1539 sq. ft. carpet area with exclusive Two Car Parking Space as an amenity along with previously assured and agreed amenities in Building known and recognized as: Bhagtani Pearl-II* registered as Pearl = 2 under RERA by Promoter, situated at Mecra Baug Colony, Talmiki Road, Santacruz (Wes), Located at G/346-13, Plot NO, 83C/16-B2 TPS II Santacruz, Andhen, Mumbai Suburban, 400054;
 - ii. They will pay the balance consideration of Rs.10,00,000/+ only for the Subject Property namely flat No. 401 and 402 i.e. [Rs. 5,00,000/+ towards each flat), to Complainant Society directly.

 The Complainant Society under the Second Complaint represents and assures that;

- The contents of Annexure A is true and correct;
- ii. The Complainant Society undertake and agree that as and when the other flat purchasers of the Suit Project "Pearl 2" (as per the list annexed as Annexure A I, who are not made members of the Complainant Society, will approach directly to the Complainant Society for membership, and Complainant Society shall admit and induct them as a members upon such flat purchaser making complete payments of pending amounts mentioned in Annexure A;
- It accepts the revised total rera carpet of the building as per Annexure - A.
- 10. Relying upon above mentioned representation Parties agree, record and confirm as under:
 - The Respondent within 15 (fifteen) days from executing this consent terms, shall update all information and validate all approvals with respect to Project Registration No: P51800009076 and accordingly update the same on Official Website of Maharashtra Real Estate Regulatory Authority, at its own costs, if any;
 - The Respondent within 15 (fifteen) days from executing this consent terms shall, extend to the Project's proposed completion date to December 2020, at its own costs, if any;
 - The Respondent upon extending Project's proposed completion date to December 2020, shall forthwith handover accounts, ledgers of Flat Purchasers, approvals, certificates, etc to Complainant Society;
 - iv. Upon Respondent complying with aforesaid conditions and upon Complainant Society being completely satisfied from the aforesaid handover, the Respondent shall produce consent of 2/3rd majority

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of Flat Purchasers as per Section transfer of Project to the Complainant Society, at its own costs, if any;

- v. Upon getting aforesaid consent from flat purchasers the Respondent and Complainant Society shall initiate and adopt to file necessary application under Section 15 of Real Estate (Regulation and Development) Act, 2016 (the Act) to transfer and handover all rights and liabilities with respect to Project. The Respondent shall completely co-operate with Complainant Society to produce order and declaration under section 15 of the Act.
- 11. It hereby expressly agreed and recorded that Respondent has no objection for the Complainant Society to be appointed as a Promoter and/or Developer and Owner of Plot of Land of the Project and the Project.
- The Respondent shall forthwith provide all details with respect to online registration and access of Project to the Complainant Society.
- The Complainant Society upon being appointed and declared Promoter or Developer or owner.
 - The Complainant Society will register Agreement for Saic for Flat No. 401 and 402 in favour of Complainants of First Complaint within 30 (Thirty) days;
 - ii. complete the foternal and external development of the Project;
 - iii. shall admit and induct Complainants of First Complaint and pending Fla! Purchasers as a member of the Complainant Society upon such flat purchaser making complete payments of pending amounts mentioned in Annexure - A;

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- iv. it will receive and accept the balance consideration amounts from the members and utilizes the same for the completion of the balance construction of the project and complete the project / building in all bespects and hand over the possession of the flats to its members;
- For completion of the Project the Respondent and Complainant Society has further agreed as under:
 - i. The Complament Society will open, control and operate 3 bank accounts in its name for the specific purpose of the Project. The Complainant Society will accept all pending amount from Plat Purchaser / Members and deposit all such amount in Pirst Bank Account.
 - ii. The Complainant Society Collect all halance receivables including, Goods and Service Tax (G.S.P) of the project as per Annexure A into First Bank Account which will transfer the amounts in Second and Third Bank Account in the ratio of 70% and 30% respectively;
 - iii. The Complainant Society will use 70% received funds in the Second Bank Account towards completing the entire infrastructure of the project and handover ready flats to all the purchasers as per Annexure A. These expenses shall include outstanding as well as new payments of existing and new contractors / suppliers / professionals / MCGM / or any other agency needed for the completion of the project. The list of pending payments as per previous commitments is attached herewith as Annexure B. The amount expected to complete the said infrastructure has been budgeted jointly and capped at Five Crores.

iv. The Complainant Society shall use the 30% received funds in the Third Bank Account on pro rata basis

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towards refunds of purchasers / creditors as per the list attached as Annexure B;

 v. The Complainant Society will collect all interest accrued on delayed payments by the Flat Purchasers, if any, as per the guidelines of Real Estate Regulatory Authority and deposit all such amounts First Bank Account;

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- vi. Register GST number for the Complainant Society and collect all applicable GST on the balance receivables for paying the applicable amounts to the relevant authority as and when it is due;
- vii. In the event any account reaches the threshold amount [i.e.: Second Bank Account reaches a total receipt of Rs. 5,00,00,000/- (Rupees Five Crores) or Third Bank Account reaches a total receipt of Rs.3,01,27,891/- (Rupees Three Crores One lakh and Twenty Seven Thousand and Eight Hundred and Ninety One Only), there shall be no transfers made to that such Bank Account any further;
- 15. The Respondent herein agree, record, confirm and undertake to execute and register Irrevocable Power of Attorney in favor of Complainant Society herein, within 30 days from the execution and filing of present consent terms. Under the registered Irrevocable Power Of Attorney the Respondent will assign all further necessary powers and rights to the Complainant Society to cover every aspects including signing any applicant/s, permission/s, approval/s or papers needed now and in future with respect of the development of the said project till completion of the project also including conveyance of plot of land whereon the project is situated, at costs of Complainant Society, if any, including but not limited to stamp duty, registration fees, etc.

16. The Respondent agrees, records and confirms that Respondent shall make the application to convey the land

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property in favor of the Complainant Society on which the said project is being constructed, at cost of Complainant Society including but not limited to stamp duty, registration fees, etc.

- 17. The execution of these consent terms is full and final settlement of the claims of the Complainants of the Fist and Second Complaint and all its members / flat purchasers against the Respondent as made in the complaints.
- The parties hereby withdraw all allegations, complaints, grievances, aspersions raised against each other.
- 19. The Complainants hereby confirm that all agreements for sale including the possession dates now stands amended as per these consent terms and no party shall claim any compensation / damages from the Respondent or otherwise in any forum, regulatory authority, courts and any government budy.
- 20. The Complaments and all its members undertake that an execution of this consent terms they shall immediately withdraw any type of complaints in any forum either civil or Criminal Complaints, complaints filed under Section 138 r/w 141 of Negotiable Instrument Act or any other forum against the Defendant, their directors and the directors family members and associates.
- 21. The Complainants agrees, records and confirms that neither they not their any member or their family members / associates / representatives shall have any claim against the Respondent after the execution of this consent terms and they further agree, record, confirm and undertake to withdraw all complaints made against each other and further agree, record and undertake not to make any allegations or complaint in future against the Respondent.
- 22. Parties collectively agree that in the event the Respondent or the Complainant Society fails and/or neglects to comply with any of the aforesaid terms and conditions mentioned in the present Consent Terms than same shall be treated.

Complainants or the Respondents, as the case may be, herein shall have complete and undisputable right to file fresh complaint/s for all claims which shall include but not limited to damages, compensation/rent for delayed possession and/or execution and/or registration of Agreement for Sale for the Subject Property, compensation for harassment and/or hardship, Legal expenses incurred including the present complaint, etc.

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23. In view of aforesaid, the First Complaint and Second Complaint stand as disposed off in terms of this consent. Terms, and the Order be passed accordingly.

24. Yo order as to cost.

Mr. Prashmesh Barar Complainant No. 1 of

First Complaint

For JAYCEE HOMES PVT. LTD.

Aghorbea Signatory / Orector
Jayone Homes Private Limited

Respondent

Director

Mr. Düpesh Bhagtani

Advecate for Respondent

Mr. And Barar

Complainant No. 2 of

First Complaint

Advocate for Complainants

Of Pirst Complaint

For SHARL SUPPLY BY A 2,00-OP, HOUSING SUCCESTURE.

Dinay Md

Posri Building No. 2 Cooperative

Housing Society

Complainent of Second Complaint

Advocate for Complainant
Of Second Complaint

Annexure - A

Purchaser Name	Flat No	0.	Carp		Acres and the	unt in Rs	
Sneba Agarwal / Pulkit Goyal	101	1	58.	26	51	,32,828	
Devang shah	102		78.97		4	,00,000	
Nitin Rathod	20	1	7	1,43	1	3,75,250	
Beenakhushlani	20	02	6	9.84		5,00,000	
Devang shah	3	to	7	1.53		2,00,000	
Beenakhushlani	1.	302	69.84			5,00,000	
Prashmesh Barar / Anil Barar	1	401	1	71.43		5,00,000	
Prashmesh Barar / Anil Barar	1	402	1	71.53		5,00,000	
Priyanka khithani	1	503	1	71,43	3	89,90,303	
Veena Navlani		50	2	71,5	3	1,29,75,863	
Rajan Sahijwani		60	1	71.4	3	2,12,46,000	
Rajan Sahijwani		6)2	71.	53	2,12,46,00	
Ravi Punjabi	A.	7	01	98	.01	5,00,35	
Ground Control Properties F	Pyri, Ltd.	d. 702		1	,46	62,61,29	
TOTAL	1	31		99	0.22	8,01,27,89	

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Note: These amounts are exclusive of future taxes receivable on the balance receivable amount from the purchasers

Name	Amount in Rs		
Rajkumar Gangaram Vijan	1,18,02,780 1,28,25,111		
Shubh M L Shah and Sons Steel Pvt. Ltd.			
Ravi Punjabi	55,00,000		
Total	3,01,27,891		

Single

PEARL BUILDING NO. 2

CO-OPERATIVE HOUSING SOCIETY LTD.

Reg. No. : MUM / WHW / HSG / TC / 16154 /2019 Dated 29.03.2019

C.T.S. No. G/346-19 F P No. 83-C/16B-2, Wilage Bandra, Meera Baug Colony, Talmiki Road, Santacruz (West), Mumbal 400054.

Ref.:

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Date: 18" Oct 2019

RESOLUTION

SPECIAL GENERAL MEETING HELD ON 17" October 2011.

already resolved to settle the matter with the Jaycee Homes Private Limited and has agreed to file the consent terms in the complaint pending against the said Jaycee Homes Pvt. Ltd. That Society has also resolved in its SGM dated 13th 64th 2019 to construct and complete the balance construction of the Pearl II with the contribution from all the members of the society by paying their balance sale consideration amount to the society and further money, if required, in equal share and proportion from all the members.

RESOLVED THAT after receiving the architect report annexed as Annexure A, the budget for balance contribution has been capped at Rs 5,00.00,000/- (Rupees Five crore Only). Therefore, in pursuance of above Resolution Society hereby authorize the Managing Committee of Pearl Building no. 2 Cooperative Housing Society to file the consent terms in the complaint pending against Jaycee Homes Private Ltd before RERA incorporating all the decisions taken in the said SGM dated 17th 0+2019 in the consent terms on behalf of the Society and to appear and represent the Society in the said proceeding.

PEARL BUILDING NO. 2

CO-OPERATIVE HOUSING SOCIETY LTD.

Reg. No. ; MUM / WHW / HSG / TC / 16154 /2019 Dated 29.03.2019

C.T.S. No. G/346-19 F P No. 83-C/16B-2, Village Bandra, Meara Baug Colony, Talmiki Road, Santacruz (West), Mumbai 400054.

Ref.:

Date:

FURTHER RESOLVED THAT the Managing Committee of Pearl Building no 2 Cooperative Housing Society be and is hereby also authorized to do all necessary acts, deeds, things and matters as are necessary in this regard and to file necessary documents/consent terms with any concerned authority.

Certified True Copy.

For Pearl 2 Flat Purchasers Association

BJKhushalan

Chairman / Treasurer

(BEENA KHUSHLAM)

Secretary

(BINDY SHAH)

MANAGER COMMITTEE MENSE,

Place: Mumbai



LETTER OF AUTHORITY

I, Dilpesh Bhagtani, Director of Jaycee Homes Private Limited, a company incorporated under the provisions of the Companies Act, 1956 having its corporate office at 501, Prime Plaza, Next to Asha Parekh Hospital, S.V. Road, Santacruz (West), Mumbai – 400 054, do hereby authorize Mr. Devendar Guda, an employee of our company to take all legal actions, represent our company in all the legal proceedings, preparing and filling affidavits, pleadings, documents in court on behalf our company and to take all the necessary and ancillary actions/representation on behalf of our company in all the legal proceedings of our company.

Yours faithfully,

Dilbesh Bhagtani (Director)

FOR JAYCEE HOMES PRIVATE LIMITED

Mumbai February 14, 2018

IN THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

AUTHORITY OFFICE AT BANDRA, MUMBAI

COMPLAINT NO. :-CC006000000056323 OF 2019

AND

COMPLAINT NO.:-CC00600000100557 OF 2019

Between

- L. Mr. Prashmosh Barar
- Mr. Anil Barar

.... Complainants OF First Complaint

AND.

Pearl Building No 2 Co-operative Housing Society

....Complainant OF Second Complaint

Versus

Jaycce Homes Private Limited

...Respondent

> Adv. Deepan Dixit Advocate for Complainants of First Complaint

Adv. R. C. Chandham. Advocate for Complainant of Second Complaint

Adv. Alok Kumar Singh Advocate for Respondent in Both Complaint

BEFORE THE

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY MUMBAI

COMPLAINT NO: CC00600000100557

Versus	
Pearl Building No 2 Chs	
MahaRERA Regn. No:	
P51800009076	 Respondent
COMPLAINT NO: CC00600000056323	

Versus

Prashmesh Barar

Pearl Building No 2 Chs

MahaRERA Regn. No:

P51800009076 ... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Pearl two Flat Purchasers Association

Complainants represented by Mr. Dipen Dixit, Adv. Respondent represented by Mr. Alok Kumar Singh, Adv

Order

August 28, 2020

- 1. The learned counsel for the Complainants has shared the Tripartite Consent terms (attached to this Order as Annexure A) stating that Parties have amicably settled.
- 2. In view of the above, the complaints are hereby disposed of.

Gautam Chatterjee Digitally signed by Gautam Chatterjee Date: 2020.08.28 10:55:44 +05'30'

(Gautam Chatterjee) Chairperson, MahaRERA

Complainant

Complainant