

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

**COMPLAINT NO: CC006000000055315**

Kaushal Kishore HUF

Complainant.

**COMPLAINT NO: CC006000000055316**

Dr.Akbar Mehdi  
Mrs.Tahsin Mehdi

Complainants.

**COMPLAINT NO: CC006000000056769**

Nitin Prabhu  
Neha Prabhu

Complainants.

**COMPLAINT NO: CC006000000056768**

Vilas Ravindra Belwalkar

Complainant.

**COMPLAINT NO: CC006000000056767**

Vivek Ramesh Bhat  
Sudha Vivek Bhat

Complainants.

**COMPLAINT NO: CC006000000055441**

Ankur Sudrania  
Nirmala Sudrania

Complainants.

**COMPLAINT NO: CC006000000055457**

Mohammed Tarique Sayed

Complainant.

**COMPLAINT NO: CC006000000055317**

Das ARITRA

Complainant.

**COMPLAINT NO: CC006000000055318**

Manoj Kumar Mistry

Complainant.



**COMPLAINT NO: CC006000000055327**

Deep Omprakash Shukla

Complainant.

**COMPLAINT NO: CC006000000055326**

RevatiKarande

Complainant.

**COMPLAINT NO: CC006000000055323**

Pratik Brijesh Mittai

Complainant.

**COMPLAINT NO: CC006000000055321**

Om Prakash Bharodia

Complainant

**COMPLAINT NO: CC006000000055320**

Shyam Sunder KediaHuF

Complainant

**COMPLAINT NO: CC006000000055319**

Pinki Kishore

Complainant.

**COMPLAINT NO:CC006000000171644**

Mr. Varun Kurlawala& Mrs. Saroj Kurlawala  
Vira Capital Pvt. Ltd.

Complainants.

**Versus**

M/s. Jaycee Homes Private Limited.  
Udayachal Goregaon Co-operative Housing Society Ltd  
(Horizon)

Respondents.

**MahaRERA Regn: P51800007713.**

**Coram:** B.D. Kapadnis,  
Member II, MahaRERA.

**Appearance:**

Complainants: Adv. Lakshmi Murali.

Respondent No 1: Adv. Alok Singh.


Respondent No.2: Adv. Viraj Maniar.



**FINAL ORDER**  
**17<sup>th</sup> February 2020.**

The complainants who are the allottees of the flats of sale component have filed these complaints against the respondents alleging contravention of Section 7, 11(4)(b) and 13 of RERA. Relevant facts are -

- a. The respondent No.2, Udayachal Goregaon Co-Operative Housing Society Ltd. is the owner of CTS No.281 of village Pahadi, Taluka Borivali and its area is 932 sq. meter.
- b. The respondent No.2 entered into a development agreement with respondent No.1 for demolition of their old building and constructing new one in its place.
- c. The development agreement entered into by the respondents on 15-4-2013, authorised the respondent No.1 to sell the flats of sale component for raising funds to complete the project.
- d. The respondent No.1 by its letter dated 28-9-2017 expressed its inability to complete the project and intended to take help of the Tarun Bharati Construction.
- e. The respondents and Tarun Bharati Construction entered into tripartite agreement on 8-11-2017 but it was not registered.
- f. When no progress occurred, the respondent No.2 terminated the development agreement entered with respondent No.1, on 16.01.2018.

  
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g. Tarun Bharati Construction also got itself discharged and returned the documents of the project to respondent No.2 by their letter dated 18-1-2018.

h. The registration of the project has lapsed on 31-7-2019.

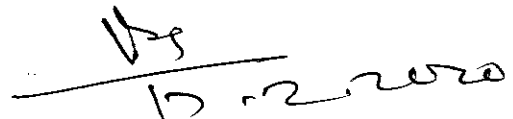
On the backdrop of the aforesaid facts, the complainants, land owner- the respondent No.2 and Asmi Construction which is proposed to be appointed as new developer have arrived at the consent terms marked exhibit 'A' to which the respondent No.1 is not a party. An opportunity of being heard was given to it because in its reply it contended that the termination of the development agreement is illegal. It did not make any submission before me. Further the respondent No.1 has not taken any legal action against the respondent No.2 in that respect. The letter of the respondent No.1 dated 28-9-2017 is more than sufficient to show that the respondent No.1 is not able to complete the project. After taking into consideration all these facts I accept the consent terms marked exhibit 'A' filed by the complainant, respondent No.2 and Asmi Construction on record.

In view of the consent terms referred to above, Asmi Construction may apply for registering it as the promoter/contractor of the project, as the case may be, as per the provisions of RERA, rules, regulations and circulars issued thereunder.

With this direction the complaints are disposed off.

Mumbai.

Date: 17.02.2020.

  
(B. D. Kapadnis)  
Member II, MahaRERA,  
Mumbai.