

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

Complaint No. CC00600000078484

M/s. Siddhi Gaurav Enterprises

..... Complainant

Versus

M/s. Traders & Engineers Pvt. Ltd

..... Respondent

Project Registration No. P51700006811

Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA

Adv. Preshita appeared for the complainant.

None appeared for the respondent.

ORDER

(3rd October, 2019)

1. The complainant, which is the promoter of the project under reference, has filed this complaint seeking directions from MahaRERA to the respondent allottee to pay the outstanding balance amount due as per the payment schedule mentioned in the agreement for sale, taxes, GST as per the provisions of section 19(6) and 19(7) of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "the RERA") in respect of booking a flat No. 1909 admeasuring 879 sq.ft. carpet area in the complainant's project known as "**High Land Park**" bearing MahaRERA registration No. P51700006811 at Thane (West).
2. This matter was heard on 20-05-2019 and 12-07-2019. During the hearings, the complainant appeared through their advocate and made their submissions. However, none appeared for the respondent allottee. Hence, this matter was heard on merits.
3. It is a case of the complainant that the respondent has purchased the said residential flat, vide registered agreement for sale dated 13-09-2017 for a total

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consideration amount of Rs. 1,05,50,000/-. The respondent has paid an amount of Rs. 47,847/- so far. According to the said agreement, the possession is due on December, 2019. However, the complainant has completed the construction and obtained occupancy certificate on 25-04-2018. Though the respondent allottee was liable to pay the balance amount, it has failed and neglected to pay the outstanding dues towards balance amount, taxes and GST which comes to Rs. 74,64,153/-. The complainant, vide their various letters, has called upon the respondent to pay the same. Since no payment has been received from the respondent, the complainant vide letter dated 9-2-2018 has terminated the agreement for sale as per clause No. 9 of the said agreement and called upon them to collect the refund.

4. However, the respondent vide their letter dated 2-05-2018 has informed that since one Mr. Babu Haldar, contractor is having long term payment outstanding from the complainant and the respondent is having some trade receivables from Mr. Babu Haldar, the balance amount payable by the complainant to Mr. Babu Haldar, would be adjusted against the outstanding dues payable by the respondent to the complainant. The complainant, therefore, stated that the respondent, with malafide intention has created fake transaction of purchase of the said flat. Hence, the complainant requested MahaRERA to issue directions to the respondent to pay balance amount along with taxes and applicable GST.
5. The MahaRERA has examined the arguments advanced by the complainant. On perusal of the complaint, prima facie, it appears that there is no provision under the Real Estate (Regulation & Development) Act, 2016 to grant such relief as sought by the respondent.
6. Moreover, the payment of any dues towards consideration, taxes etc. has to be made as per the terms and conditions of the agreement entered into

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between the parties and the payment schedule mentioned therein. For any breach of the said agreement including the payment schedule, the complainant can take action, including termination of agreement, as per the terms and conditions mentioned in the agreement for sale executed between the complainant and the respondent allottee and for that no directions from MahaRERA is required.

7. With above observations, the complaint stands disposed of.


(Dr. Vijay Satbir Singh)
Member - 1/MahaRERA

