

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

Complaint No. CC006000000171584

Mr. Arjun Shahani

.... Complainant

Versus

M/s. SD Corporation Pvt. Ltd.

.... Respondent

Project Registration No. P51800000879

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

Mr. Yash Shahani appeared for the complainant.

None appeared for the respondent.

ORDER

(2nd March, 2020)

1. The complainant has filed this complaint seeking direction from the MahaRERA to the respondent to refund the amount paid by him towards the construction of a club house along with interest under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat bearing no. B - 403, in the respondent's project known as "**Building No. 2 Wings A and B Alpine**" bearing MahaRERA registration No. P51800000879 situated at Borivali, Mumbai. The complainant also prayed for handing over the club house to the complainant and other allottees at the earliest. The complainant also prayed for relief that the respondent should not terminate the agreement for sale with the complainant.
2. The complaint was heard finally today, when the complainant appeared through his advocates and made his submission. The respondent failed to appear for the hearing even though the notice of hearing was duly served upon it. The complaint has therefore been decided ex parte.



3. It is the case of the complainant that, he had purchased the said flat in the respondent's project vide a registered agreement for sale dated 13/09/2013. The complainant has also paid the total consideration of the said flat. The complainant further stated that, after the payment of the consideration the respondent handed over the possession of the said flat to the complainant in the month of March 2019. However, as per the clause 324 of the said agreement for sale, the respondent is under obligation to construct the club house in the project within a period of 5 years, which the respondent has failed to comply. The complainant has stated that, he has paid an amount of Rs.25,000/- as an advance towards the construction of the club house. However, the respondent has failed to do so. Further the respondent has sent a termination letter to the complainant for not paying the club house charges. The complainant therefore filed the present complaint seeking directions as stated therein.
4. The MahaRERA has examined the arguments of complainant as well as the available record. In the present case the complainant is an allottee in the project being developed by the respondent and has purchased the said flat in the respondent project by executing a registered agreement for sale. The complainant has also taken over the possession of the said flat. However, the respondent has failed to perform his obligations by not constructing the club house as mentioned in the registered agreement for sale. The complainant has therefore filed the present complaint seeking the specific reliefs. However, during the hearing, the complainant brought to the notice of MahaRERA that, an order in this project has already been passed by the MahaRERA dated 13/02/2020 in the complaint bearing no. CC006000000100419 filed by two complainants and prayed for similar

reliefs. The MahaRERA has observed that, in the said order, the respondent was directed to refund the amount paid by the complainants towards the club house within 30 days from the date of the order. The complainants were also directed to submit an undertaking to the respondent stating that they would pay the charges once the club house has been constructed. The complainant, being part of the same project is also entitled to seek the similar reliefs at par with the other allottees of this project.

5. In view of the above, the respondent is directed to refund the amount paid by the complainant towards the charges for the club house within a period of one month from the date of receipt of this order. The complainant is directed to submit an undertaking to the respondent stating that, they will pay the club house charges as mentioned in the agreement for sale as and when it is constructed and made available for use to the complainant.
6. In view of the aforesaid directions, the respondent is further directed to withdraw the termination letter issued by it to the complainant for non-payment of the club house charges.
7. With the above directions, the complaint stands disposed of.



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