MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI.

No. MahaRERA/LA/RW-AO/ 112 /2022.
Date: 27-04/2022.

To,
The Collector,
Thane District.

Sub: Execution of the warrant under Section 40(1) of RERA in Complaint No. CC006000000100595 filed by Bharatbhushan Sudam Surve

Sir,

I am forwarding the recovery warrant under Section 40(1) of RERA & for its execution. You are requested to look into the matter personally and get the warrant executed at the earliest. On realization of the amount you are requested to inform us.

Yours faithfully,

(A. L. ALASPURKAR)
Adjudicating officer
MahaRERA, Mumbai.

Encl.: Warrant with necessary papers.

Received
27/04/2022

- All the contents in the warrant checked & verify by me and are Correct.
I have collected original warrant from MahaRERA Authority on. 27/04/2022 @ 3:20pm.

Details of the attachable assets to be required u/s 17/2 of Maharashtra Realization of Land Revenue Rules 1967. When Revenue Recovery Certificate is under the provision of Revenue Recovery Act 1890.

No. MahaRERA/LA/RW-AO/ 112 /2022.

Date: 27-04-/2022

1.	Name and address of the Complainant.	Bharatbhushan Sudam Surve Flat no 206, Mint building, Motiram Garden, Kher section, Opposite UCMas Discover kidz, Ambarnath, Dist. Thane-421501 Tel : 9921637628 E-mail : survedisha17@gmail.com
2.	The sum to be recovered	1) Respondent to pay Rs.8,63,735/- to the complainant together with interest @10.40 p.a. from the date of payments till final realization. 2) Respondent to pay Rs.50,000/- to the complainant towards financial loss suffered. 3) Respondent to pay Rs.20,000/- to the complainant as costs of this complaint.
3.	The provision of law under which the R.R.C. is sent to recover the sum as in arrears of Land Revenue.	Recovery warrant u/s 40(1) of Real Estate (Regulation and Development) Act, 2016 and Rule 3 of Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeals, etc.) Rules, 2017.
4.	No. & Date of order under which amount is ordered to be recovered.	Complaint No. CC006000000100595 dt.10.09.2020

5.	Full name and address of the defaulter with name of the building, room no., road name, village name/town, taluka, Dist. Pin Code No.	Karrm Infrastructure Pvt Ltd 7A,1D MBC Compound Road, Sainath Nagar Bus Stop, Kasarvadavali, Near Hyper City Mall - Thane - 400615 Email : info@karrminfrastructure.com Namdeob Subhash Jadhav, PAN-ALCPJ3083H , A-6, Deepjyoti Chs, Naupada, On Service Road, Panchpakhadi, Thane (West)-400602 Satish Gangadharrao Pillangwad, PAN-ABZPP7404R , Flat No 102/103,1st Floor, Raj Mahal Society, Thane (West) - 400602 Ketal Babulal Patel, PAN-AHFPP1558G, B-2402, Runwal Hieghts, L.B.S Marg, Opp Nirmal Lifestyle, Mulund (West)-400080 Ramakanth Subhash Jadhav, Pan-Afbpj8161r , A-6, Deepjyoti Chs, Naupada, On Service Road, Panchpakhadi, Thane (West)-400602 Ramchandra Bajirao Kale, Pan-Acipk0620l, G Block, Siddhart Society, Sambhaji Nagar, Pune-411018

6.	Full details of the property of defaulter against which the process may be executed.	Flat no. 201 in building no. 2 in E wing known as Parijat in project no. 1 Karram Gardens at Village Chikloli, Tal. Ambernath a) Housing project which is duly registered under the RERA Act bearing Registration No. P51700008284 b) Other apartments which are still not booked and not mortgaged to any Financial Institutions/Bank Note: Land on which the project is being implemented, apartments that are already booked with other allottees and apartments that are mortgaged to Financial Institutions/Banks should not be attached so that the project can be completed.
	Immovable property: a) Name of the building House/Building. b) Room No. c) Name of the village/town d) Road name/gally name e) Sr. No./II No. of the property f) Area of the property in square meters g) CTS No. of the property area of the property.	c) If by attaching the property mentioned in 6 above still arrears remain, then the properties/offices or any other movable or immovable properties of the defaulters be attached and auctioned. In order to ascertain unsold inventory and other properties of defaulters, you may adopt the procedure similar to which laid down under Order 21 Rule 41 CPC – namely to examine the judgement debtor to disclose his property and produce its property card, failing which he can be sent to jail for 3 months.

Mumbai
Date: 27-04/2022.

(A. L. ALASPURKAR)
Adjudicating officer
MahaRERA, Mumbai.

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI.

No. MahaRERA/LA/RW-AO/ 112 /2022.
Date: -21/04/2022.

Recovery Warrant U/s. 40(1) of Real Estate

(Regulation and Development) Act, 2016 and Rule 3 of Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

Complaint No. CC006000000100595

Project No: P51700008284

Bharatbhushan Sudam Surve --- Complainant.

Versus

Karrm Infrastructure Pvt Ltd ---Respondents.

To,

The Collector,
Thane Dist.

Whereas the above-named complainant has filed the above complaint No. CC006000000100595 and the Authority/Adjudicating Officer passed the enclosed order directing the respondents to refund the amount mentioned in the order.

And whereas the respondents have failed to comply with the order.

And whereas the amount ordered is recoverable from the respondents as an arrears of land revenue by virtue of Section 40(1) of Real Estate (Regulation and Development) Act, 2016 and Rule 3 of Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

You are hereby directed to recover the ordered amount from the respondents as the arrears of land revenue and pay it to the complainant and report the compliance.

The necessary information is:

1) Name of complainant with his address:
Bharatbhushan Sudam Surve
Flat no 206, Mint building, Motiram Garden, Kher section, Opposite UCMas Discover kidz, Ambarnath, Dist. Thane-421501
Tel : 9921637628 E-mail : survedisha17@gmail.com

2) Name of respondents/promoters/directors/partners with their addresses:

Namdeob Subhash Jadhav,
PAN-ALCPJ3083H ,
A-6, Deepjyoti Chs,
Naupada, On Service Road,
Panchpakhadi, Thane (West)-400602

Satish Gangadharrao Pillangwad,
PAN-ABZPP7404R ,
Flat No 102/103,1st Floor,
Raj Mahal Society,
Thane (West) - 400602

Ketal Babulal Patel,
PAN-AHFPP1558G,
B-2402, Runwal Hieghts,
L.B.S Marg, Opp Nirmal Lifestyle,
Mulund (West)-400080

Ramakanth Subhash Jadhav,
Pan-Afbpj8161r ,
A-6, Deepjyoti Chs,
Naupada, On Service Road,
Panchpakhadi, Thane (West)-400602

Ramchandra Bajirao Kale,
Pan-Acipk0620l,
G Block, Siddhart Society,
Sambhaji Nagar, Pune-411018

3. Name of the project & its location:
Project - KARRM GARDENS - 1 Land bearing Plot NO. / Survey No.S.NO. 139/2, 151/1/A, Tal. Ambernath, Dist. Thane -421503

a) Housing project which is duly registered under the RERA Act bearing Registration No. P51700008284

b) Other apartments which are still not booked and not mortgaged to any Financial Institutions/Bank

Note: Land on which the project is being implemented, apartments that are already booked with other allottees and apartments that are mortgaged to

Financial Institutions/Banks should not be attached so that the project can be completed.

4) Particulars of immovable property and any other movable and immovable property:

c) If by attaching the property mentioned in 3 above still arrears remain, then the properties/offices or any other movable or immovable properties of the defaulters be attached and auctioned. In order to ascertain unsold inventory and other properties of defaulters, you may adopt the procedure similar to which laid down under Order 21 Rule 41 CPC – namely to examine the judgement debtor to disclose his property and produce its property card, failing which he can be sent to jail for 3 months.

5) Amount to be refunded:

1. Respondent to pay Rs.8,63,735/- to the complainant together with interest @10.40 p.a. from the date of payments till final realization.
2. Respondent to pay Rs.50,000/- to the complainant towards financial loss suffered.
3. Respondent to pay Rs.20,000/- to the complainant as costs of this complaint.

6) Enclosures:

i) Final Order dated 10.09.2020
ii) Issuance of warrant order.

Mumbai
Date: 27-04/2022.

(A. L. ALASPURKAR)
Adjudicating officer
MahaRERA, Mumbai.

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO. CC006000000100595

Bharatbhushan Sudam Surve ..Complainant

Versus

Karrm Infrastructure Pvt Ltd ..Respondent

MahaRERA Regn. No. P51700008284

Coram:
Hon'ble Shri Madhav Kulkarni,
Adjudicating Officer, MahaRERA.

Appearance:
Complainant: in person.
Respondent : Adv. S. Rahul

ORDER
(Dated 10.09.2020)

1. The complainant an allottee who had booked a flat with the respondent / promoter seeks withdrawal from the project and refund of the amount paid with interest.
2. As per online complaint, project Karrm Garden, Ambernath was started by the respondent in the year 2013 and possession was promised by December, 2014. As per advertisement, there was to be a garden and cricket ground. Respondent has not delivered possession as per agreement. Complainant has paid Rs.8,63,735/-. Other necessary details like no. of the flat, date of agreement are missing. Copy of agreement, dated 8.7.2013, shows that respondent agreed to sell flat no. 201 in building no. 2 in E wing known as Parijat in project no. 1 Karram Gardens at Village Chikloli, Tal. Ambernath for a consideration of

A.O.

Rs.35,32,800/-. As per clause no. 7, possession was to be delivered on or before 31.12.2014.

3. The complaint come up before Hon'ble Member on 03.10.2019 and came to be transferred to Adjudicating Officer. The matter came up before me on 19.11.2019. Respondent continued to be absent. Matter was adjourned to 06.12.2019. Complainant appeared in person. One Advocate S. Rahul appeared for the Respondent. However no written explanation was filed. Arguments were heard. As I am working at Mumbai and Pune Offices in alternative weeks and due to huge pendency in this office and due to lockdown conditions due to Corona Pandemic, this matter is being decided now.

4. Following points arise for my determination. I have noted my findings against them for the reasons stated below:

POINTS	FINDINGS
1 Is the complainant allottee and respondent promoter?	Affirmative
2 If yes, has the respondent failed to deliver possession as per agreement, without there being circumstances beyond his control?	Affirmative
3 Is the complainant entitled to the reliefs claimed?	Affirmative
4 What Order?	As per order

REASONS

5. **Point Nos. 1 to 3 -** Vide agreement dated 8.7.2013, complainant booked flat no. 201 in the project of the respondent. Respondent has not denied this fact. I therefore, answer point no. 1 in the affirmative.

6. As per clause no. 7 in the agreement, possession was to be delivered on or before December, 2014. Therefore, possession

was expected to be delivered within a period of about 1.5 years. since execution of the agreement. Usual circumstances under which time was to be extended are also mentioned. Complainant claims that he booked the flat in the year 2012. First payment receipt for Rs.1/- is dated 19.04.2013. There is no receipt of 2012. Anyway period till 31.12.2014, was sufficient period to complete the construction and deliver possession. Now 6 more years have gone by and respondent has still not delivered possession. Absolutely no justification for the delay has been given by the respondent, as no defence has been put forth by the respondent. I therefore, answer point no. 2 in the affirmative.

7. The complainant has given some details of his complaint again claiming that he booked a flat in the year 2012. It is asserted that complainant has paid Rs.8,63,800/- Complainant is entitled for refund of the amount paid to the respondent alongwith interest as respondent has failed to deliver possession as per agreement. Complainant has produced receipt dated 19.04.2013 for Rs.70,656/-. Then there is receipt dated 11.05.2013 for Rs.2,82,624/-. There is receipt dated 14.08.2013 for Rs.1,76,440/-. There is receipt dated 1.02.2015 for Rs.35,328/-. Then there is receipt dated 29.03.2015 for Rs.11,522/-. Again receipt dated 29.03.2015 for Rs.4,853/-. Again receipt dated 29.03.2015 for three cheques of Rs.1.50 lakhs, Rs.1.50 lakhs, 72,880/-. Also there is receipt without date for Rs.22,195/-. However, complainant has claimed that he has paid Rs.8,63,735/-. Therefore, he is entitle to refund of this amount together with interest as per Rule 18 of Maharashtra Rules.

8. It is further alleged that respondent paid pre-EMI to LIC Housing Corporation but stopped making payment since the year 2018. Then complainant is paying rent and has suffered huge financial

loss. It is claimed that for the 5 years total rent paid was Rs.6,01,150/-. Which means Rs.1.50 lakhs per year i.e. Rs.10,000/- per month. Where the complainant resides is not made clear. On the letter of LIC Housing Finance address given is Midrand Glauting. On the letter of the respondent, the address given is Ambernath (East). Whether complainant owns the house is not known. One leave and licence agreement dated 01.10.2018 and another dated 9.8.2019 are placed on record. Flat no. 206 in Motiram Gardens in Ambernath is said to be taken by Complainant on Licence fee of Rs.11,500/- and 12,000/- per month. Why those premises were required to be taken is not made clear. Anyway, complainant has lost income which he would have fetched from the flat, had he been receiving possession as per agreement. The loss is quantified at Rs.50,000/- . I therefore answer point nos. 3 in affirmative and proceed to pass following order:

ORDER

1) Complainant is allowed to withdraw from the project.
2) Respondent to pay Rs.8,63,735/- to the complainant together with interest @10.40 p.a. from the date of payments till final realization.
3) Respondent to pay Rs.50,000/- to the complainant towards financial loss suffered.
4) Respondent to pay Rs.20,000/- to the complainant as costs of this complaint.
5) Complainant to execute Cancellation Deed at the cost of the respondent.
6) Charge of above amount is kept on the flat booked by complainant.

A.O

7) Respondent to pay above amounts within 30 days from the date of this Order.

(Madhav Kulkarni)
Adjudicating Officer
MahaRERA

Mumbai

Date : 10.09.2020.

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO. CC006000000100595

Bharatbhushan Sudam Surve

..Complainant

Versus

Karrm Infrastructure Pvt Ltd.

MahaRERA Regn. No. P51700008284

..Respondents

Coram:
Hon'ble Shri Ashok Alaspurkar
Adjudicating Officer, MahaRERA.

For Complainant: appeared in person
For Respondent: Adv. Gemin Vyas h/f Adv. Tejas Tipre

ORDER ABOUT ISSUANCE OF WARRANT FOR NON-COMPLIANCE
(Dated 01.04.2022)

By Final Order dated 10.09.2020 passed in this matter respondent / promoter was directed to pay amounts to complainant / allottee within 30 days from the date of Order. It is alleged by the complainant that the respondent has failed to pay the amount as per direction. Respondent was called upon to show cause why further action should not be taken for non-compliance of the Order within the stipulated period. No satisfactory reasons put forth by the respondent. No stay order from Appellate Tribunal or Competent Court is placed on record. Therefore, I pass following Order :

ORDER

Issue Recovery warrant against the respondent u/s 40 (1) of the RERA read with Rule 3 of Maharashtra Rules. In view of the above, the non-execution application dated 16.05.2021 stands hereby disposed of. No order as to costs.

1-4-2022

(Ashok Alaspurkar)
Adjudicating Officer, MahaRERA

Mumbai
Date :01.04.2022