

**THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI.
COMPLAINT NO: CC006000000181975.**

Shivangi Ramesh Vengurlekar ... Complainant.

Versus

Horizon Projects Pvt. Ltd. ... Respondent.

MahaRERA Regn: P51700008440.

Coram: Shri B.D. Kapadnis, Member-II.

Appearance:

Complainant: Present in person.

Respondents: Adv. Mr. Abir Patel.

FINAL ORDER

29th January, 2021

The complainant has booked flat no. 1703 in the respondent's registered project 'My City - Phase II - Cluster 4'. The grievance of the complainant is that despite the earlier order passed on 28.11.2018, the respondent has not executed the agreement for sale.

2. Heard the parties on virtual platform .

3. The only dispute regarding the date of possession is there. In the earlier order it is directed that the date of possession shall be December 2020. Now, Mr. Abir appearing for the respondent submits that, due to Covid-19 pandemic the period of completion be extended by 6 months. The complainant agrees for it. Therefore, the date of possession to be mentioned in the agreement for sale is 30.06.2021.

4. Section 13(1) of the RERA provides that, it is obligatory on the part of the promoter to execute and register the agreement for sale before accepting more than 10% of the total consideration amount. It appears that, without executing the agreement for sale, the respondent has raised the



demands for payment exceeding 10% of the total consideration of the flat. Therefore, all the demand letters issued by the respondent are hereby declared as null and void.


5. The clauses suggested by the respondent regarding termination of the agreement at its option on its failure to complete the project as per timeline are declared to be illegal and not inconsonance with provisions of section 18 of the RERA. Hence, they be deleted.

6. As suggested by the complainant relating to the clauses 8.2, 8.3 and 8.4 of the draft agreement provided by the respondent, both the parties agree to insert, 'provided that subject to above' below the clause of ' period of six months' suggested by the complainant. It be incorporated.

7. The Government of Maharashtra has reduced the stamp duty on the agreement for sale to some extent. Therefore, the respondent is directed to execute the agreement for sale in favour of the complainant within the period of next 30 days inconsonance with the earlier order. The only change that is to be made in respect of agreement for sale which will be 30.06.2021.

8. The respondent is given to understand that if it fails to execute the agreement within specified period, he shall be liable to pay Rs. 50,00,000/- towards the penalty. The respondent shall pay Rs. 40,000/- to the complainant towards the cost of the complaint. The complaint stands disposed of accordingly.

Date: 29.01.2021


29.1.2021

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