

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000023838

Niraj Sanghia
Ami Trivedi

...

Complainants

Versus

Unique Shanti Realtors
MahaRERA Regn. No. P51700006459

...

Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were represented by Mr. Pavan S. Patil, Adv.
Respondent was represented by Mr. Suraj Naik, Adv.

Order

July 5, 2018

1. The Complainants have booked an apartment bearing no. 304 in the Respondent's project 'UNIQUE ORBIT-I' situated at Mira Road, Thane through a Letter of Allotment dated July 16, 2013. The Complainants alleged that even after having paid substantial amount towards the consideration price, the Respondent has failed to execute and register the agreement for sale. Further, they alleged the Respondent had promised to handover possession by 2017 but has failed to do so. Therefore, the Complainant prayed that the Respondent be directed to register and execute the agreement for sale and pay them interest for the delay in handing over possession.
2. The Learned Counsel for the Respondent/Authorised representative for the Respondent submitted that the Respondent is willing to execute and register the agreement for sale.



3. On review of the respondent's MahaRERA registration it is observed that the respondent has put June, 2020 as the revised proposed date of completion which is an unreasonable time period for completion of the project. As per the provisions of the Rule 4 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 the revised date of possession for an ongoing project has to be commensurate with the extent of balance development.

4. Further, Section 18 (1) of the Real Estate (Regulation and Development) Act 2016 reads as:

“ if the promoter fails to complete or is unable to give possession of an apartment, plot or building, – (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein;

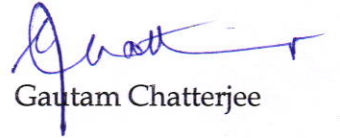
he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed. “

Accordingly, since no agreement for sale has been executed and registered between the parties, provisions of section 18 of the said Act does not apply to the present case.

5. In view of the above facts, the parties are directed to execute and register the agreement for sale as per the provisions of section 13 of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder within 30 days from the date of this Order. The respondent shall handover possession of the said apartment, with Occupancy Certificate, to the complainants before the period ending June 30, 2019, failing which the Respondent shall be liable to pay interest to the Complainant from July 1, 2019 till the actual date of possession, on the entire amount paid by the Complainant to the Respondent. The said interest shall be at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and

Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017.

6. Consequently, the matter is hereby disposed of.



Gautam Chatterjee

(Chairperson, MahaRERA)