

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000000793

Rupal Thacker and Kiran Doshi ... Complainants

Versus

Ekta Parksville Homes Pvt. Ltd.
MahaRERA Regn No. P99000000109 ... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present a/w Mr. Ramesh Prabhu, Authorised representative.


Respondent was represented by Mr. C. P. Goyal, Authorised representative.

Order

March 02, 2020

1. The Complainants have filed the present application for noncompliance of the MahaRERA Order dated March 9, 2018 in Complaint no: CC006000000012478 (hereinafter referred to as *the said Complaint*) by the Respondent.
2. In the said Complaint, the parties were directed to execute the sale of agreement as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016. Further, the Respondent was directed by MahaRERA to pay interest to the Complainants for the period beginning from November 1, 2018 till the handing over of possession of the apartment.
3. The authorised representative of the Respondent submitted that the Respondent is yet to complete the project work and obtain the occupancy certificate for the said project. Further, he submitted the Respondent is willing to adhere to the directions passed in the said Complaint at the time of handing over possession as directed by MahaRERA.

4. In view of the above, since the Respondent was directed to make adjustments/ pay interest at the time of handing over possession, there is no noncompliance on part of the Respondent as on date, therefore, no penalty is imposed under section 63 of the Real Estate (Regulation and Development) Act, 2016. The Respondent is directed to endeavour to complete the project work at the earliest and adhere to the directions passed in the said Complaint.
5. Consequently, the present application is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA

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Hon'ble Shri. Gautam Chatterjee, Chairperson

25th October 2017

Order

Complaint was pleaded by the complainants themselves.

Respondent was represented by Mr. Abir Patel, Adv. (Wadia Ghandy & Co.)

The Complainants have booked an apartment in the respondent's project 'Ekta Parksville Phase III' located at Virar, through a provisional booking letter dated June 09, 2014 and even though they have already paid an amount exceeding 10% of the total consideration of the said flat no agreement for sale has been executed till date.

The complainants stated that since the respondent has put the revised proposed date of completion on the MahaRERA website as June 30, 2020, the complainants do not intend to continue in the project.

The respondent explained the reasons, beyond his control, due to which the completion of the project has got delayed. Further, the advocate for the respondent stated the complainants




have not come forward to execute the agreement for sale despite the respondent having sent several reminders for the same.

During the course of hearing, the complainants and respondent mutually agreed to a possession date of October 31, 2018. MahaRERA also feels that the date arrived at is a reasonable time for completion of the pending work in the project and the same is commensurate to the extent of development already completed, in accordance with Rule 4(2) of the Maharashtra Real Estate (Regulation & Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.

In view of the aforesaid facts, the parties are directed to execute the sale of agreement as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016. Further, the respondent shall handover the possession of the said flat to the complainants before the period ending October 2018, failing which the respondent shall be liable to pay interest to the complainants from November 1, 2018 till the actual date of possession, on the entire amount paid by the complainants to the respondent. The said interest shall be at the rate of the State Bank of India highest Marginal Cost of lending Rate prevailing at such time plus two percent, as prescribed under Rule 18 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.

Consequently, the matter is hereby disposed off.


(Gautam Chatterjee)
Hon'ble Chairperson, MahaRERA