

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000058126

Prakash Shah  
Niket Shah ... Complainants

Vs

Era Realtors Private Limited  
MahaRERA Regn.No. P51800010463 ... Respondent

Coram: Shri. Gautam Chatterjee, Chairperson, MahaRERA  
Complainants were represented by Mr. Niket Shah  
Respondent represented by Ms. Namrata Powalkar, Adv

**Order**

November, 2020

1. The Complainants have stated that they have booked apartments bearing no. D-4904 and D - 4905 in the Respondent's project 'Alta Monte and Signet' situated at Borivali, Mumbai through Letters of Allotment dated September 11, 2013. The Complainants alleged that the Respondent had promised to handover possession by December, 2018 but has failed to execute and register the agreements for sale and handover possession till date. Therefore, the Complainants have prayed that the Respondent be directed to execute and register the agreements for sale and pay them interest for the delayed possession.
2. On the first date of the hearing, the learned counsel for the Respondent submitted that the project is an SRA project and it could not be completed for reasons beyond their control. Further, he submitted that the Respondent has been following up with the Complainants for executing and registering the agreement for sale and is willing to

execute and register the agreement for sale and handover possession of the said apartment at the earliest. He also submitted that the Respondent is willing to settle the matter amicably and accordingly time was given for the same.

3. On subsequent hearings, the parties informed that the settlement terms are being discussed and accordingly time was given for the same.
4. Final hearing was held on November 24, 2020 through video conference as per MahaRERA Circular no: 27/2020.
5. The Complainants submitted that the settlement talks have failed. Specifically, he submitted that the draft agreement for sale exchanged between the parties does not contain the assurances made by the Respondent in the allotment letters pertaining to amenities being provided and the payment term as agreed between the parties.
6. The learned counsel for the Respondent submitted that the Respondent is willing to explain discrepancies, if any, to the Complainants and execute and register the agreement for sale. Further, she submitted that the Respondent will adhere to the payment terms as agreed between the parties. She also submitted that since the said project is a larger layout project and the amenities for the said tower will be provided at the time of handing over possession i.e. by July 2021 and the other common amenities in the larger layout will be completed in a phase wise manner by October, 2021.
7. The Complainants prayed that the Respondent be penalised for collecting amounts beyond 10% from the Complainants post the implementation of the Real Estate (Regulation and Development) Act 2016, without executing and registering the agreements for sale.
8. It was explained to the Complainants that penalising a project that has been facing liquidity crisis, will further affect the project completion.
9. The Complainant then insisted that the Respondent be directed to pay them interest on the amounts collected from them post the implementation of the Real Estate (Regulation and Development) Act 2016, without executing and registering the agreements for sale.

10. During the course of the hearing, the learned counsel for the Respondent was not audible due to a technical difficulty at her end and therefore she has made submissions via email dated November 24, 2020 which was sent post hearing. She has submitted that the Complainants will have to make the full payment towards the consideration of the apartments without which the project lender will not grant NOC, without which neither the apartment will be released by the project lender nor will the project lender issue the release letter for the said apartments. Further, she has submitted that the said project is already facing liquidity crisis and a direction to pay interest to the Complainants will become a precedent inviting further litigation and delaying project completion. Therefore, she prayed that the direction to pay interest may not be passed in the larger interest of the said project.
11. In view of the above, 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 on or before July, 2021. Further, the parties shall adhere to the payment terms as agreed between the parties and also provide the amenities as assured in the letter of allotment. The amounts collected by the Respondent from the Complainants, post May 2017 should have been done only after executing and registering the agreement for sale in accordance with section 13 of the said Act. Therefore, interest, at the rate of MCLR plus 2%, on the said amounts collected after May 2017 shall be deemed credited into the account of the Complainants and the said interest shall be adjusted against future payments that are due from the Complainants.
12. Consequently, the matter is hereby disposed of.

**Gautam Chatterjee** Digitally signed by Gautam Chatterjee  
Date: 2020.11.25 11:32:54 +05'30'  
(Gautam Chatterjee)  
Chairperson, MahaRERA