

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,  
MUMBAI**

**Complaint No. CC006000000079234**

Mrs. Hozefa S Patanwala .... Complainant

**Versus**

M/s. Era Realtors Pvt. Ltd. .... Respondent

Along With

**Complaint No. CC006000000079235**

Mr. Prakash K Surve .... Complainant

**Versus**

M/s. Era Realtors Pvt. Ltd. .... Respondent

Project Registration No. **P51800010463**

**Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA**

Adv. Vikas Salvi appeared for the complainants.

Adv. Devendra Patankar a/w. Adv. Rakesh Patel appeared for the respondent.

**ORDER**

(14<sup>th</sup> January, 2020)

1. The complainants above named have filed these 2 complaints seeking directions from the MahaRERA to the respondent to utilise the money paid by them to the respondent towards the completion of the said project, as per the relevant provisions of the Real Estate (Regulation & Development), Act, 2016, in respect of booking of their respective flats in the respondent's project known as **"Alta Monte & Signet"** bearing MahaRERA registration no. P51800010463 situated at Malad, Mumbai.

*CSK*

2. The complaint was heard on several occasions and was heard finally today. During the hearing, both the parties appeared through their respective advocates and made their submissions.
  
3. It is the case of the complainants that, they had booked their respective flats in the respondent's project and have also executed registered agreements for sale with respect to their flats. As per the clauses of the agreements for sale, executed by the respondent, the respondent is liable to hand over the possession of the said units to the complainants on or before June 2020. However, the complainants filed this complaint seeking direction to the respondent to utilise the amounts paid by the complainants towards the said project, since the complainants allege that the money is being used by the respondent towards the repayment of his loans and not towards the completion of the project.
  
4. The respondent appeared and stated that, they have already executed agreements for sale with the complainants and as per the said agreements the respondent is liable to hand over the possession of the flat on or before June 2019 along with a grace period of 1 year i.e. June 2020. The respondent stated that, he still has time to complete the project and hand over the possession of the flats to the complainants and hence he prayed for the dismissal of the complaints filed by the complainants.

*JSU*

5. The MahaRERA has examined the arguments advance by both the parties as well as the record. In the present complaints, the complainants are allottees in the respondent's project and have executed registered agreements for sale with the respondent. The complainants allege that; the respondent is siphoning off the money paid by the complainants towards the repayment of his loan and hence the project got delayed. However, they could not produce any cogent documentary evidence in support of their claim. Moreover, it is pertinent to note that, as per the said agreements for sale, the respondent is liable to hand over the possession of the flats to the complainants on or before June 2020. Hence, the complaints filed by the complainants are premature at this stage and do not invite any provisions of the RERA against the respondent.
6. In view of the above, the complains stands disposed of as premature. The complainants are given the liberty to file the complaints afresh at an appropriate stage.



(Dr. Vijay Satbir Singh)  
**Member – 1/MahaRERA**