

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO: CC006000000012571
Champatlal Jain
2. COMPLAINT NO: CC006000000012627
Omprakash Sharma and Seetadevi Sharma
3. COMPLAINT NO: CC006000000012738
Mukesh Agarwal
4. COMPLAINT NO: CC006000000012741
Anil B Agarwal
5. COMPLAINT NO: CC006000000022828
Dinesh Jain and Sonal Jain
6. COMPLAINT NO: CC006000000023011
Parvin Dumasia and Jahabux Dumasia
7. COMPLAINT NO: CC006000000023122
Laxmanbhai Patel (HUF)
8. COMPLAINT NO: CC006000000023439
Anand Patil and others ... Complainants

Versus

A Surti Developers Pvt Ltd
MahaRERA Regn. No. P51800003082 ... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

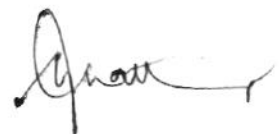
Complainants were themselves present along with advocates of M/s. Khaitan and Co.; and Mr. Bharat Joshi, Adv.

Respondent was represented by Mr. Mr. Sampat Chhawchharia, Adv.

Order


June 4, 2018

1. The Complainants have stated that they had purchased apartments in the Respondents project 'UNIVERSAL PARADISE D WING' situated at Santacruz, Mumbai via registered agreements for sale/letter of allotment in the period 2007 - 2013. They alleged that sometime in February 2017, the Respondent unilaterally cancelled the said agreements/letters of allotment. Therefore, they prayed that this Authority declare that the said agreements for sale as valid, legal, subsisting and binding on Respondent, the termination notice issued by the Respondent as illegal and bad in law and thus quash and set aside the said Termination. Further, they prayed the Respondent be directed to handover possession of the said apartments and pay them interest for the delay in handing over possession.
2. The learned Counsel for the Respondent argued that due to certain pending litigation the Respondent was not in a position to fulfil his obligation under the said agreements/allotment letters and therefore the said agreements/allotment letters were cancelled. Further, he submitted the said cancellations were executed in accordance with the then existing law. He also submitted that since the agreements/allotment letters were cancelled prior to the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the *said Act*) coming into force, there was no cause of action subsisting on the date when the said Act came into force. Further, he submitted that the other allottees in the same project had proceeded with the matter in the Hon'ble Bombay High Court and in the said matter the parties had filed consent terms. He submitted that the Respondent is willing to restore the status of the Complainants as allottees in the said project and execute agreements for sale or refund the amounts, applying the same parameters of the said consent terms.
3. The learned Counsel for the Complainants submitted that as the project is registered with MahaRERA, this Authority has jurisdiction to adjudicate the present complaints. He further submitted that the Respondent should agree to execute agreements for sale not as per the parameters agreed to in the consent terms in the Hon'ble Bombay High Court but at concessional rates of consideration price.
4. The parties then sought time to amicably settle the matter pertaining to the consideration amount; however, on a subsequent date of hearing, they submitted that no amicable settlement could be reached. The Respondent reiterated that though the parameters of the consent terms are two years



old, they are still agreeable to apply the same without any further escalation. The Complainants submitted that the consideration price is not acceptable to them.

5. Though the said cancellations were executed prior to the said Act coming into force, this Authority is of the view that with monies paid by the Complainants still lying with the Respondent, this Authority has jurisdiction to adjudicate the complaints.
6. In view of the above facts, the parties, if Complainants wish to continue, are directed to execute agreements 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 45 days from the date of this Order.
7. Consequently, the matters are hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA