

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO: CC006000000012327
Sheth Midori Dahisar Buyers AOP
2. COMPLAINT NO CC006000000012424
Sumit Ranawat
3. COMPLAINT NO CC006000000012427
Amey Kadu
4. COMPLAINT NO CC006000000012428
Mulchand Darji
5. COMPLAINT NO CC006000000044480
Narayan Ramanuj Kabra
6. COMPLAINT NO CC006000000054833
Devidas Bhogate & Mrs. Diya Bhogate
7. COMPLAINT NO CC006000000054836
Mahesh Kumar Duggal & Mrs. Alka Mahesh Duggal

... Complainants

Versus

Sheth Infraworld Private Limited
MahaRERA Regn. No. P51800000882

... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were represented by Mr. Satish Dedhia, Adv.
Respondent was represented by Mr. Rahul Vardhan, Adv. a/w Mr. Nilesch Vedpathak,
Authorised representative.

Order

April 11, 2019

1. The Complainants have filed the present applications for noncompliance of the MahaRERA Orders passed in the above mentioned Complaint nos. (hereinafter referred to as *the said Complaints*) by the Respondent.

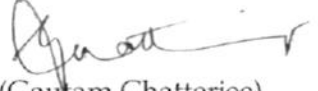


2. In the said Complaints, the Respondent was held liable by MahaRERA to pay interest to the Complainants for the period beginning from January 1, 2019 till the handing over of possession of the apartments, on the total consideration amounts paid by the Complainants to the Respondent, as per the provisions of Section 18 of the said Act. Further, the Complainants were directed to make payments according to the payment schedule stated in the said agreements.
3. The learned counsel for the Respondent submitted that the Respondent has applied for environmental clearance without which the occupation certificate cannot be obtained. Further, he submitted that some of the other allottees in the said project have filed appeals against orders passed by MahaRERA and the said appeals either are still pending to be disposed of or disposed of and the Respondent is in the process of filing appeals against the same in the Hon'ble High Court. Therefore, he submitted that the Respondent has not made the interest payments till date.
4. The learned counsel for the Complainants submitted that the Respondent be directed to deposit the amount required for project completion in a separate bank account.
5. It is observed that the Complainants who have filed the present applications have not filed appeals against the said Orders and therefore, the said Orders continue to be in force.
6. 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 Complainant.
7. The interest stipulated in para 1 *supra* shall run for a period of one year beyond which section 7 of the Real Estate (Regulation and Development) Act, 2016 should come into effect. In view of the same, the Respondent is directed to provide list of allottees to the Complainants in order to enable them to file complaint under section 7 of the said Act.



Further, the Respondent shall upload the application for the environmental clearance in their MahaRERA registration within 7 days from the date of this Order.

8. Consequently, the present applications are hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000012428

Mulchand Darji

... Complainant

Versus

Sheth Infraworld Private Limited
MahaRERA Regn.No. P51800000882

... Respondent

Coram:

Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Adv. Vikrant Zunjarrao (Zunjarrao & Co)
Respondent was represented by Ms. Pragati Malle, Adv.

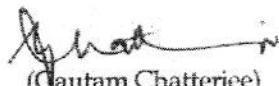
Order

January 15, 2018

1. The Complainant has booked an apartment bearing No. A3 - 1101 in the Respondent's project 'SHETH MIDORI' situated at Dahisar, Mumbai through an allotment letter dated September 26, 2014, and even though he has already paid an amount exceeding 10% of the total consideration for the said apartment no agreement for sale has been executed till date. Further, he alleged the Respondent, with a malafide intention, has via termination letter dated 30th November, 2017 cancelled the allotment for the said apartment. Therefore, the complainant prayed the Respondent be directed to execute and register the agreement for sale for the said apartment and handover possession of the same at the earliest.
2. The advocate for the Respondent, while explaining the reasons for cancellation of the booking due to delayed payment, stated that they are willing to execute and register the agreement for sale.



3. 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. Further, the Respondent shall handover the possession of the said apartments, with Occupancy Certificate, to the complainant before the period of December 31, 2018, failing which the Respondent shall be liable to pay interest to the complainant from January 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.
4. The Complainant shall make payments totalling to 70% of the principal consideration amount for the said apartment, at the time of execution and registration of the said agreement, since the construction work of the project has reached that stage. No interest to be levied on the Complainant for delayed payments till date. Further payments to be according to the payment schedule stated in the said agreement.
5. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA