

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000012474

Shubh Shelters Pvt. Ltd. ... Complainant

Versus

Terrain Infrastructure Pvt. Ltd. ... Respondent
MahaRERA Regn: P51900009101

Coram : Shri Gautam Chatterjee, Chairperson

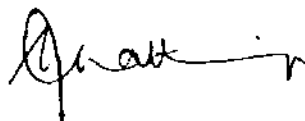
Order

26th December 2017

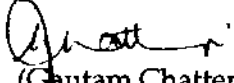
1. In the MahaRERA complainant No. CC006000000012097, the Authority had passed an order dated 11th December 2017 stating that even though the dispute between the respondent and the complainant (both promoters) is of civil nature, in order to protect the interest of the 12 allottees of disputed apartments, it is necessary that MahaRERA intervenes and therefore, issued following orders :-

'The respondent is directed to execute and register the said power of attorney in favour of the complainant within seven days from the date of this Order'. 'On the execution of the said power of attorney, the complainant is directed to register the sale agreement with the said 12 allottees within 45 days from the date of the execution of the said registered power of attorney'.

2. However, before the expiry of the 7 days' period, Shri Ashok Nawany, Partner, Shubh Shelters India Pvt. Ltd. has approached this Authority with a new complaint and prayed to issue directions to levy fine / penalty as per provisions of RERA Act, 2016 on Respondents for non-compliance of Order dated 11th December 2017.



3. On the date of hearing 22nd December 2017 Complainant represented himself with Adv. Shashank Fadia. For respondent Shri Raja Advani, Director with Shri Jay Choksi, Advocate were present.
4. The Advocate of the Respondent stated that they have filed a Writ Petition in the Bombay High Court against the MahaRERA Order dated 11th December 2017.
5. During the hearing and detailed deliberations, both the parties were told that, with a view to protect the interest of the allottees and the rights of the allottees, it is desirable that the two parties settle the dispute amicably.
6. In view of the above, the parties agreed to signing fresh consent terms which are enclosed herewith as Annexure - A. Both the parties are hereby directed to implement the said consent terms, so that the buyers of the disputed apartments are able to sign their registered agreements for sale.
7. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA

**CONSENT TERMS BETWEEN TERRAIN INFRASTRUCTURE
(TIPL) AND SHUBH SHELTER INDIA PVT. LTD. (SSIPL)**

22nd December 2017

1. TIPL will hand over 14 (fourteen) fresh agreements as per format of RERA with the names of the flat purchasers as mentioned in the MahaRERA order dated 11th December 2017 and 2 (two) blank agreements, all 16 (sixteen) duly signed, along with the Board Resolution of TIPL.
2. SSIPL shall simultaneously return the old 16 (sixteen) agreements which are in their possession.
3. SSIPL will fix dates of entering into the agreement. The dates for signing, registering and admitting execution of the said agreements in respect of the 14 (fourteen) disputed flats will be communicated to TIPL 3 (three) days in advance. The above process should be completed within 45 (forty five) days as per MahaRERA Orders, from the date of registration of Power of Attorney.

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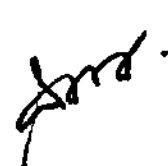

4. In the event, SSIPL wants to change the purchasers the name of which have been mentioned in the order of MahaRERA, the same shall be only after making application before MahaRERA authority which shall decide only after hearing TIPL.

5. TIPL will keep the registered power of attorney in respect of all the 16 (SIXTEEN) flats ready and available as and when called upon by SSIPL for admitting, execution as mentioned in clause 3 above. The Power of Attorney will be registered within seven days from today i.e. 22nd December 2017, but will be retained by TIPL until the receipt of Rs.5,00,00,000/- (Rupees Five Crores only) by TIPL.

6. The amounts collected by SSIPL from the flat purchasers in the name of TIPL will be handed over to TIPL against the registration of the agreement for sale.

7. TIPL will retain five crores out of the amount as in clause 6 and hand over the balance amount to SSIPL within 4 (four) working days, by RTGS in the account of SSIPL. Thereafter

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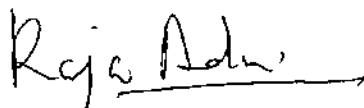
TIPL shall also immediately hand over the registered power of attorney in respect of all other flats.

8. GST and other Government taxes would also be included in the said agreements.

9. All disputes will stand settled with these Consent Terms.

10. The Company Petition filed by SSIPL would be withdrawn 45 (forty five) days. The writ petition filed by TIPL will also be withdrawn within 45 (forty five) days.

11. The Consent Terms dated 22nd April 2014 filed before the High Court stands modified by these terms.



(Raja Advani)

Director of TIPL

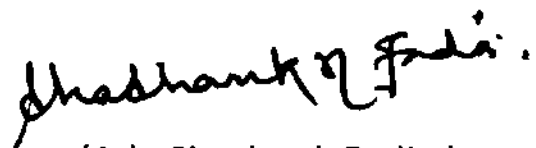


(Adv. Jay Choksi)



(Ashok Nawany)

Director of SSIPL



(Adv. Shashank Fadia)