

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO. CC006000000056949

Adora Enclave Flat Owners Association (Members List Enclosed)

... Complainant

Versus

Hemant Vinaykant Parikh
MahaRERA Regn. No. P51800012841

... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Mr. Ramesh Prabhu, Authorised representative.
Respondent, Mr. Hemant Vinaykant Parikh, was himself present.

Order

March 03, 2020

1. The Complaint has been filed by the association of allottees of the Respondent's project "Adora Enclave Residency / Commercial 'E' situated at Kurla, Mumbai Suburban. They have stated that all the members of the association have executed registered agreements for sale, however, the Respondent has failed to handover possession of the apartments, till date. Therefore, they prayed that either the registration be revoked, or the promoter may be allowed to complete the project completion as per the consent terms signed between the said association and the Respondent.
2. The Respondent submitted an undertaking dated June 12, 2019. Subsequently, in the present complaint bearing no. CC006000000056949, an Interim Order dated September 18, 2019 was passed by MahaRERA, wherein, the project registration of the Respondent's project was permitted to remain in force under section 7 (3) of the Real

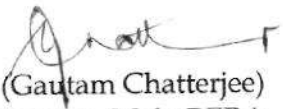


Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the *said Act*); subject to the following conditions:

- i. The Respondent completes the project and obtains the occupation certificate for the same by December 31, 2019;
 - ii. The Respondent shall update the project details in their MahaRERA registration webpage.
3. Thereafter, the Complainant informed the Authority in January 2020, that even though the date of December 31, 2019 has lapsed, the Respondent has failed to adhere to the directions stipulated as per the said Interim Order, and hence, insisted/prayed for final directions to be issued, for the project to be revoked under the relevant provisions of section 7 /8 of the said Act.
4. Accordingly, matter was again scheduled for hearing on February 11, 2020, and both the parties were heard.

During the course of the hearing, the Complainants and their representatives along with the Respondent, submitted that the said association, which consists of more than 51% of the allottees in the said project, has formulated new terms and conditions with the Respondent, to be adhered to, by the parties, in the interest of project completion.

5. In view of the above facts, the parties shall adhere to the new terms and conditions executed, which are annexed to this Order as "Annexure A."
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA



"ANNEXURE A"

IN THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY OFFICE

Complaint No. CC006000000056949

Between

Adora Enclave Flat Owners Association

(Presently:- Shree Siddhivinayak Adora co-operative Hsg. Soc. Ltd.)

... Complainant(s)

And

1. Mr. Hemant Vinaykant Parikh
2. M/s. Mumbai Marathi Grantha Sangrahalay
3. Maharashtra Housing and Area Development Authority (MHADA)

.....Respondent(s)

CONSENT TERMS

MAY YOUR HONOUR PLEASE

1. The respondent no.1 hereby hands over the vacant possession of the flat/office to respective flat/office purchasers and the building with common areas to Shree Siddhivinayak Adora Co-operative Hsg. Soc. Ltd., which has been registered with MHADA for them to complete the balance work at their cost and expenses as required.
2. The respondent no.1 agrees to extend the required co-operation and also to give a specific registered power of attorney to liaison with the competent authority, MHADA and other government authorities to obtain the necessary permission and to carry out the required compliance on his behalf including obtaining building completion and occupation certificate.
3. The respondent no. 1 hereby agrees to give permission to the society to construct society office, Gym at their own cost as per the approved plan if so required.
4. The respondent no.1 agrees to allow the society to construct stacked parking as per approved plan and allow them to allot car parking as the car parking have already been sold by respondent no. 1.
5. The respondent no.1 permits the society to apply to MCGM and MHADA for obtaining building completion and occupation certificate.
6. Respondent no.1 shall handover all the documents such as layout plan, approved plan, IOD, Commencement certificate and all such documents related to the building.



Any loans, secured or otherwise and all other liabilities in the project shall be the liability of the respondent no. 1.

8. Respondent no.1 shall co-operate with the society for executing the supplementary agreement.
9. Respondent no.1 shall convey the building post completion with OC.
10. The society shall hand over the first floor and part of second floor complete of the said building to the lessee as per the terms of the development agreement.
11. Any contractor appointed by the society shall be paid by the society and all the liabilities towards the contractor shall be with the society.
12. Respondent no.1 authorises the society to collect the balance due from the flat purchaser on behalf of respondent no. 1 and also the flat/office purchasers shall contribute any additional amount required by the society to complete the balance construction of the building. After receiving the full and final payment, the society shall handover the possession of the flats to its members.

13. The society shall pay Rs 20 Lakhs to respondent no.2 as per Development agreement.



I confirm the above
Name

Kamlesh L. Gohil
Bhushan A. Kondekar
Bhushan M. Desai
Dakshin B. Desai
RAKESH RAJWAL
NITISH SHARMA
Ganesh H. Patel
Mahesh Dink
Prakash Kevatia
Keshu M. Gami

SIGN
Kamlesh L. Gohil
Bhushan A. Kondekar
Bhushan M. Desai
Dakshin B. Desai
RAKESH RAJWAL
NITISH SHARMA
Ganesh H. Patel
Mahesh Dink
Prakash Kevatia
Keshu M. Gami

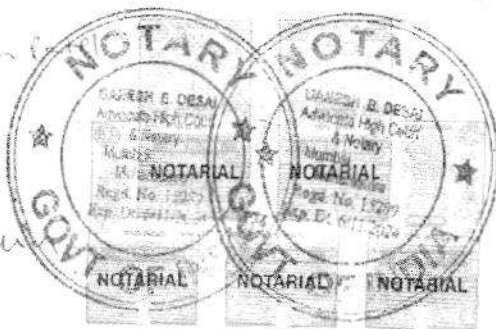
Respondent no. 1

PROPRIETOR
HEMANZ PARIKH
HEMANZ PARIKH O.B.G

BEFORE ME
GANESH B. DESAI
Advocate High Court & Notary
MUMBAI
MAHARASHTRA
GOVT. OF INDIA

11 FEB 2020

Regd. Sr. No. 454/2020
Date 11/02/2020



BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000056949

Adora Enclave Flat Owners Association
(Members List enclosed)

... Complainant

Versus

Hemant Parikh
MahaRERA Regn. No. P51800004072

... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Mr. Jayesh Parekh, Authorised representative a/w Mr. Ramesh Prabhu and Mr. S. Parthasarathy; Authorised representatives (i/b R. S. Prabhu & Associates).

Respondent was represented by Mr. Aditya Deolekar, Adv. a/w Mr. Avadhut Biduye, Adv. (i/b Trsna Legal).

Interim Order

September 18, 2019

1. The Complainant is an Association formed by the Purchasers / Allottees of Apartments in the Respondent's project 'Adora Enclave Residency / Commercial' situated at Kurla, Mumbai. The Complainant has stated that the Respondent has failed to complete the project with occupancy certificate (OC) and also handover possession of their apartments till date. The Complainant also submitted that the Respondent has been changing the date of handing over possession time and again. Further, they have submitted that the Respondent has failed to adhere to the Order passed in Complaint no: CC006000000023126 and therefore the Respondent's project registration be revoked under the provisions of Section 7 of the Real Estate (Regulation and Development) Act, 2016.



2. On the date of hearing on June 11, 2019, the learned Counsel for the Respondent submitted that the construction of the building is almost complete, however there are certain unauthorised extensions carried out by members of the Complainant. Further, he submitted that the Respondent is in the process of obtaining the OC and will obtain the same within six months. The Respondent was accordingly asked to submit an undertaking to the Complainant that the project will be completed within four months and the OC will be obtained in a further additional two months. Accordingly, the Complainant has informed MahaRERA that the Respondent has submitted an undertaking dated June 12, 2019 to that effect.

3. Section 7(3) of the of the Real Estate (Regulation and Development) Act, 2016 reads as under


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7. Revocation of registration. –

(3) The Authority may, instead of revoking the registration under sub-section (1), permit it to remain in force subject to such further terms and conditions as it thinks fit to impose in the interest of the allottees, and any such terms and conditions so imposed shall be binding upon the promoter.

4. In view of the above facts, in terms of section 7 (3) of the Real Estate (Regulation and Development) Act, 2016, the project registration of the Respondent's project is permitted to remain in force subject to the following conditions:

- i. The Respondent completes the project and obtains the occupation certificate for the same by December 31, 2019;
- ii. The Respondent shall update the project details in their MahaRERA registration webpage.


(Gautam Chatterjee)
Chairperson, MahaRERA