

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

1. COMPLAINT No: CC00600000056933

Mrs. Shamala P Kamath & Panduranga G.Kamath Complainants
Versus
M/s. Reliance Estate Developers Respondent

Along with

2. COMPLAINT No: CC00600000057066

Mrs. Shamala P Kamath & Panduranga G. Kamath Complainants
Versus
M/s. Reliance Estate Developers Respondent

Along with

3. COMPLAINT No: CC00600000057095

Mrs. Shamala P Kamath & Panduranga G. Kamath Complainants
Versus
M/s. Reliance Estate Developers Respondent

Along with

4. COMPLAINT No: CC00600000057124

Mr. Gulab D.Chhabria & Sushil G. Chhabria Complainants
Versus
M/s. Reliance Estate Developers Respondent

Along with

5. COMPLAINT No: CC00600000057127

Mr. Chandir Srichand Talreja & Kamala C.Talreja Complainants
Versus
M/s. Reliance Estate Developers Respondent

MahaRERA Registration No. **P51800004685**

Coram: Hon'ble Dr. Vijay Satbir Singh, Member-1

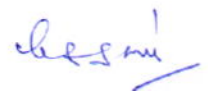
Adv. Ajay Sarvade appeared for the complainants.

Adv. Aditya Deolekar appeared for the respondent.

ORDER

(22nd July, 2019)

1. The above five complaints have been filed by the allottees in the project registered with MahaRERA bearing No. **P51800004685** known as "**Triveni CHS Ltd**" at Chembur, Mumbai, under Section-18 of the Maharashtra Real Estate (Regulation and Development) Act, 2016. They are seeking directions from this Authority to the respondent to pay interest for the delayed period of possession in respect of booking of their commercial units in the said project and also to fix date of possession of their respective commercial units. In the registered agreements for sale, executed between them, the respondent has not mentioned the date of possession. Hence, the complainants requested to fix a date of possession in respect of their respective commercial units.
2. These complaints have been filed with respect to the same project. Hence, the same were clubbed together and heard on several occasions and finally heard on 19-07-2019. During the hearings, the complainant have argued that they had booked their respective commercial units and registered agreements for sale have also been executed in the year 2013 itself. However, the respondent has not mentioned the date of possession in the said agreements. The respondent has obtained the commencement certificate in the year 2009 and till date he failed to give possession of their commercial units. The complainants, therefore, requested to accept their complaints. In addition to this, the complainants further requested MahaRERA to pass no say order, since the respondent has not filed his reply within the time period granted to him.




3. The respondent filed a written submission on record of MahaRERA now and disputed the claims of the complainants, especially on the ground that since there is no date of possession given in the agreements, the provision of section-18 of the RERA Act, 2016 would not be applicable . He further argued that in the MahaRERA website, he has mentioned the date of possession as 31-12-2019 and the said date is yet to come. Hence, the respondent requested for dismissal of these complaints.
4. The MahaRERA has examined the arguments advanced by both the parties as well as the records. In the present case, admittedly, the complainants are the allottees in the respondent's project, registered with MahaRERA and the registered agreements for sale have also been executed between the complainants / allottees and the respondent / promoter in the year 2013, wherein which the date of possession is not mentioned. In this regard, the MahaRERA feels that these agreements were executed when the provisions of MOFA Act, 1963 were in force. As per the provision of section 4(1A)(a) (ii) of the MOFA Act, it was mandatory on the part of the respondent to mention the date of possession in the registered agreements for sale, executed with the complainants. However, the respondent has acted in contravention of the said provision of the MOFA Act.
5. Moreover, while registering the said project with the MahaRERA, the respondent has mentioned 31-12-2018 as the proposed date of possession of the project and 31-12-2019 as revised date of possession. The complainants have put their hard earned money for booking of their commercial units and for such wrongful act of omission of the respondent, not mentioning the date of possession in the registered agreements, the complainants are waiting for possession of their respective commercial units since last six years. The MahaRERA, therefore, feels that the

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respondent can not take undue advantage of his own wrongful act and it is nothing, but, unfair practice of the respondent. Therefore, in absence of date of possession in the agreements, the MahaRERA has to consider the proposed date of possession mentioned while registering the said project with MahaRERA i.e. 31-12-2018, which has also now been lapsed. Hence, the MahaRERA feels that there is a violation of provision of section-18 of the RERA Act, 2016 by the respondent.

6. In the light of the above facts and discussion, the respondent is directed to pay interest to the complainants on the actual amount paid by the complainants **from 1st January, 2019** till the actual date of possession at the rate of Marginal Cost Lending Rate (MCLR) plus 2% as prescribed under the provisions of Section-18 of the Real Estate (Regulation and Development) Act, 2016 and the Rules made there under.
7. With regard to the objection raised by the complainants for no say of the respondent, the MahaRERA cannot accept that in compliance of principles of natural justice.
8. With regard to the fixation of date of possession of the complainants respective commercial units, the MahaRERA feels that the revised date of completion mentioned by the respondent in MahaRERA i.e. 31-12-2019 would be considered as final date of possession.
9. With these directions, the above five complaints stand disposed of.


(Dr. Vijay Satbir Singh)
Member-1/MahaRERA