

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000000248

Melwin Lobo
Winnie Allwyn Pinto
Lavina DSilva
Nilesh Y Vajirkar
Clifford Huang
Sanjay Bholanath Mishra
Shoba Sudhakar Naik
Gazala Shaikh
Mohammed Arshad A Rehman
Datta Mahadeo Mayekar
Manish Kumar R Tripathi
Santosh Ramesh Kerkar
Asha Ajay Joshi
Mahesh Fulshankar Joshi
Vasanti Pawar

... Complainants

Versus

Rashmi Realty Builders Pvt Ltd
MahaRERA Regn.No. P99000005391

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present.

Respondent was represented by Mr. R.M. Kadam, Adv.

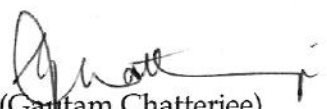
Order

February 14, 2018

1. The Complainants had booked apartments in the Respondent's project 'Rashmi Star City Phase 2' situated at Vasai, Thane through 'Memorandum of Understanding' signed by the parties. The Complainants stated the project was started in 2010, however, the Respondent has failed to handover possession of their apartments till date. The Complainants, therefore, prayed that the Respondent be directed to pay them interest as per the provisions of section 18 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the said Act).



2. The Respondent stated that they his project work has been stalled due to the public interest litigation filed in the Hon'ble Bombay High Court pertaining to the wetland issue. However, he stated that he stands committed to handover possession of the apartments to the Complainants as soon as the pending litigations are sorted. Further, he stated that he is unable to execute and register the agreements for sale, as on date, as he does not have the requisite further permissions due to the mentioned litigations.
3. During the course of the hearings held on December 6, 2018, December 26, 2018 and February 12, 2018, it was explained to the Complainants that the provisions of section 18 of the said are not applicable in the present case as there is no agreement for sale executed between the parties. Various occasions were given to the parties to settle their dispute amicably, however, the parties have failed to reach to an amicable settlement. During the course of the deliberations, it was observed that a majority of the Complainants want to continue in the project till its completion so that they get their apartments.
4. In view of the above facts, the parties, if the Complainants intend to continue in the project, are directed to execute 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 the Respondent obtaining the requisite permissions/approvals as required before executing and registering such agreements.
5. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA