

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000055241

Chhaya Pawar

...

Complainant

Versus

Mr. Mahendra Mhatre

MahaRERA Regn No. P51800006264

...

Respondent

Coram

Hon'ble Shri Gautam Chatterjee, Chairperson

Complainant was herself present a/w Mr. Mangesh Humane, Adv.

Respondent was represented by Mr. Rohit Parsekar, Authorised representative.

Order

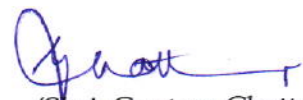
September 06, 2018

1. The Complainant has purchased an apartment bearing no: 301-A in the Respondent's project 'Redevelopment of Niwara CHS Ltd' situated at Borivali, Mumbai via registered agreement for sale (*hereinafter referred to as the said agreement*) dated January 12, 2016. The Complainant has alleged that the date of possession as stipulated by the said agreement is long over and that the Respondent has failed to handover possession of the apartment, till date. Therefore, he prayed that the Respondent be directed to pay him interest, on delay, as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*) and commit to a reasonable timeline for handing over possession.
2. The authorised representative for the Respondent submitted that the said project is a redevelopment project and that the society members of the building, to be redeveloped, have filed for arbitration proceedings against the Respondent in the honourable High Court of Bombay for terminating the redevelopment agreement.



Therefore, he submitted that at this stage the Respondent is unable to commit to a timeline for handing over possession.

3. The Complainants submitted that at this stage, they are interested in having the project completed and will therefore not insist that the Respondent pay them interest for the delayed possession as on date, provided, the Respondent completes the project. Further, they submitted that if they do not see the efforts of the Respondent towards the completion of the project, they should be at liberty to demand interest as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, from the Respondent.
4. The reasonable time period which can be allowed to the Respondent for completion of the project in accordance with Rule 4 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017, can only be established after the mitigating circumstances get over and the project work recommences. Therefore, the time period which can be attributed to the Respondent for delay in handing over possession can neither be ascertained nor the date of handing over possession can be determined, at this stage.
5. In view of the above facts, the Respondent is advised to make efforts to resolve the dispute with the society members and complete the project work at the earliest. The Complainant shall be at liberty to demand interest at an appropriate stage, as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, from the Respondent for the delay in completing the said project.
6. The Respondent shall upload the details of the said litigation in their MahaRERA registration webpage within 2 days from the date of this Order.
7. Consequently, the matter is hereby disposed of.



(Shri. Gautam Chatterjee)
Hon'ble Chairperson, MahaRERA