

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI
COMPLAINT NO: SC10000256**

Mr. Dhananjay Barve

..... Complainant

Versus

Mr. Harshman Constructions

..... Respondent

Project known as "Harshil Adhar Vastu, Mumbai 400028."

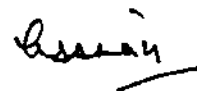
Coram: Hon'ble Dr. Vijay Satbir Singh, Member 1

Complainant appeared in person along with Adv. Y. V. Divekar.
Respondent appeared in person along with Adv. Mark D'Mello.

Order

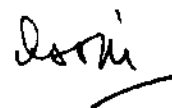
(13th October, 2018)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to refund the amount paid by them alongwith interest @ 18% per month from the date of complaint till the actual payment and also further declared that the complainants are not liable to execute conveyance of their shares of property till the receipt of amount claimed by the complainants.
2. This matter was placed for hearing before the larger Bench of MahaRERA on 3rd October 2018. During the hearing the complainants have argued that they were the co-owners of the plot of land bearing F.P. No. 103 of Village Vile Parle, Taluka Andheri adm. 471.58 sq.mtrs. They executed the development agreement with the respondent to assigned the development rights wherein the respondents have agreed to allot the complainant's flats as well as the amount mentioned therein. However, the respondent has not fulfilled the terms and conditions of the same. Even the respondent has not paid them rent and the area of the flat as agreed upon



in the development agreement. Hence, the present complaint has been filed

3. The respondent has argued that the project under reference i.e. Harshad Adharvastu has already been completed and he has already been issued the occupancy certificate from the concerned competent authority in the month of July, 2017 since the said project was complete prior to the 90 days' time granted under the provisions of section 3 of the RERA Act he did not register the same with MahaRERA.
4. The MahaRERA has examined the arguments of both the parties as well as the records placed before MahaRERA. In the present case the MahaRERA has examined the arguments of both the parties as well as the record as per the provisions of section 3 of the RERA Act. No promoter shall advertise, market, book or offer for sale any flat, apartment or building including the real estate project or part of it thereof without registering the real estate project with MahaRERA provided that the project that was ongoing on the date of commencement of the RERA Act, 2016 i.e. 1st May, 2017 for which the completion certificate has been issued. The Promoter of such a project was required to make application to MahaRERA for registering of the project within a period of 90 days from the date of commencement of the RERA Act i.e. 1st June to 31st July, 2017. Since the project got Occupancy Certificate before the said time line prescribed under section 3 of the RERAA the said project was not registered with MahaRERA.
5. In the present case since the project under reference was completed within three months' period provided under the RERA Act the said project need not be registered with MahaRERA.
6. In view of these facts, the complaint stands dismissed for want of merits.



(Dr. Vijay Satbir Singh)
Member-I, MahaRERA