

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

Complaint No. CC006000000161399

Mrs. Nitin Shankar Sawant and 14 others

... Complainants

Versus

Mr. Dinesh Bhanushali and 2 others

.... Respondents

Project Registration No. **P52000008008**

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

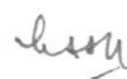
The complainants appeared in person.

The respondent appeared in person.

ORDER

(6th January, 2020)

1. The complainants have filed this complaint seeking directions from the MahaRERA to the respondents to handover possession of their flats along with occupancy certificate within a period of 6 months as per the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of their respective flats in the respondent's project known as **"Sai Shanti Park-Ananya"** bearing MahaRERA registration NO. P52000008008 at Taloja, Taluka Panvel, Dist. Raigarh.
2. This complaint is heard finally today, when both the parties appeared and made their submissions. It is the case of the complainants, that they have booked their flats in the respondent's project in the year 2014 and the agreement for sale have also been registered with the respondents in year 2017. According to the said agreements, the respondents agreed to handover possession of their said flats on or before 30/06/2019 with grace period of one year i.e. 30/06/2020. The complainants stated that, as on today there is no progress on site. Though a few complainants have paid substantial amount, the respondents have constructed only 45% work on




site. However, the respondents have invested the money received from this project in another project and hence, the present project is getting delayed. The complainants, therefore, prayed for directions as sought for in this complaint.

3. The respondents, on the other hand, disputed the claim of the complainants and stated MahaRERA that, they are ready and willing to complete this project by December, 2020. The agreed date of possession mentioned in the agreements executed with the complainants is still not over. The respondents further stated that, in this project around Rs. 4,70,00,000/- are receivable from the allottees of this project and if allottees including these complainants pay their outstanding dues they will be in a position to complete the construction and handover possession of the flats to the complainants on or before 30/12/2020. They prayed to MahaRERA to issue directions to State Bank of India not to withdraw the money deposited in the account. The respondents have submitted details of the payment made by the complainants.
4. The respondents further stated that, their account has become NPA with SBI Bank which is resulting into transfer of whatever fund and money from the flat owners / allottees against the said project is directly deposited into escro account which may cause further delay and other contingencies in the project. They therefore prayed for direction to SBI, not to withdraw the money deposited by the flat purchasers in this project.
5. The MahaRERA has examined the arguments advanced by both the parties as well as records. In the present case, the complainants have filed this complaint seeking possession of their flats as per the agreements for sale executed between the complainants and the respondents, for which the respondents have shown their willingness to complete the same.

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However, the MahaRERA is of the view that, since the respondents have shown their willingness to complete the project in time bound manner on or before 31/12/2020, the complainants/ allottees are also liable to make payment as per payment schedule mentioned in the agreement for sale and as per the work progress. It is necessary that 70% amount paid by the allottees must be deposited in the separate RERA account as per the provisions of RERA and rules thereunder so that the funds received from the allottees would be utilised for construction and completion of this project itself.

6. In view of the aforesaid facts, the MahaRERA directs the complainants to make a payment as per payment schedule and the respondents are directed to complete the project as per the date of possession mentioned in the agreement failing which, the complainants would be at liberty to seek relief under the provisions of Section-18 of the RERA.
7. With the above directions, the complaint stands disposed of.


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