

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000001855

Vasant Arote ... Complainant

Versus

Dhanshree Developers Pvt Ltd ... Respondent
MahaRERA Regn.No. P51800012859

Coram:
Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainant himself represented.
Respondent was represented by Mr. Sanjay Chaturvedi, Advocate.

Order


15th December 2017

1. The complainants have purchased an apartment bearing No. A 104 in the Respondent's project 'NAVGHAR ROAD SANKALP CHS LTD MULUND' located at Mulund, Mumbai through a registered agreement for sale dated June 9, 2011.
2. During the hearing, the advocate for the Complainant stated that the Respondent has entered into development agreement with the Cooperative Housing Society, who are the owners, wherein he has agreed to complete the project within 18-20 months from the date of Commencement Certificate (CC). Further, he stated that the Respondent has received the CC in August 2009 and therefore he ought to have given the possession before June 2011.
3. The advocate for the Complainants further alleged that the Respondent is trying to transfer, assign and sell the said project to a third party and that a new sign board of one Aviraj Infratect Pvt Ltd has been placed on the project site. Therefore, he alleged that it is clear that the Respondent is trying to handover the project without getting consent of the 2/3 purchasers of the said project and that the said third party has also



raised demands for payments from the complainant. Therefore, he claimed that the Complainant is entitled to be paid interest by the respondent as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*).

4. The advocate for the respondent stated that no date of possession is mentioned in the said agreement for sale executed with the Complainant. Further, he stated that the board put up by the Respondent on the project site displays the name of the project management consultant and that the respondent has not transferred the said project to any third party. He also added that the appointment of such project management consultant was provided for in the said agreement. He further stated that necessary changes to the display board, clarifying the status of Aviraj Infratect, shall be effected.
5. On review of the respondent's MahaRERA registration it is observed that the respondent has put June 30, 2021 as the revised proposed date of completion which is an unreasonable time period. As per the provisions of the Rule 4 of the 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, the revised date of possession for an ongoing project has to be commensurate with the extent of balance development.
6. In view of the above facts, the respondent is directed to handover the possession of the said apartment to the complainants before the period ending December 2019, with OC, failing which the respondent shall be liable to pay interest to the complainants from January 1, 2020 till the actual date of possession, on the entire amount paid by the complainants to the respondent. The said interest shall be at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017.
7. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA