

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO. CC006000000056409
Kavita Thapar and Shlok Rajen Sacher
 2. COMPLAINT NO. CC006000000056410
Rajrani Madanlal Thapar and Abhimanyu Praveen Thapar
 3. COMPLAINT NO. CC006000000056355
Madanlal Harichand Thapar and Sanjay Madanlal Thapar
- ... Complainants

Versus

Propel Developers Pvt. Ltd.
MahaRERA Regn. No. P51800000271

... Respondent

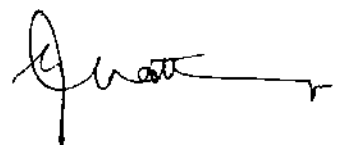
Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present a/w Mr. Shashikant Kadam, Adv.
Respondent was represented by Mr. Sandesh Patil and Mr. Sujit Shetty; Authorised representatives
a/w Mr. Abir Patel, Adv. (i/b Wadia Ghandy & Co.).

Order
November 16, 2018

1. The Complainants have purchased apartments along with car-parking in the Respondent's project 'Runwal Greens Wings 5 - 8' situated at Mulund, Mumbai via registered agreements for sale (*hereinafter referred to as the said agreements*) dated June 14, 2018. The Complainants have alleged that the Respondent was to hand over possession of the said apartments on or before October 2017, but has failed to do so, till date. They further alleged that the Respondent is now demanding the Complainants pay GST which was initially agreed to be paid by the Respondent and is also not issuing receipts for the payments made by the Complainants. Therefore, they prayed the Respondent be directed to hand over possession of the apartments at the earliest, and pay them interest for the delay. Further, they prayed the Respondent be directed to allot them parking spaces as promised, issue receipts for payments made and not demand GST as agreed between the parties.



2. The Learned Counsel for the Respondent, submitted that the Part Occupation Certificate for this Project, which covers all the apartments of the Complainants was obtained on July, 2018 before the present complaints for interest on delay under section 18 of the Act were filed with MahaRERA. Further, he submitted the amounts for GST as demanded by the Respondent are as per the provisions of the said agreements executed between the parties. He also submitted the Respondent will handover possession of the apartments along with car parking as stipulated in the said agreements and issue receipts of payments made by the Complainants.

3. Section 18 (1)(a) of the said Act reads as:

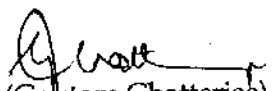
" if the promoter fails to complete or is unable to give possession of an apartment, plot or building, – (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein;

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed. "

Simple present tense used in the starting line of Section 18 clearly indicated that the provision shall apply only till the project is incomplete or the promoter is unable to give possession. Once the project construction is complete or possession is given, as the case may be, the said provision ceases to operate.

4. In view of the above facts, the provision regarding interest on delay to the Complainants, as per section 18 of the Real Estate (Regulation and Development) Act, 2016, shall not apply. The matter regarding GST payment, car parking and issuance of receipts has already been addressed by the Learned Counsel for the Respondent and therefore the Respondent is directed to adhere to the same. The Complainants are advised to take possession of their apartments at the earliest and make payments as stipulated in the said agreements.

5. Consequently, the matters are hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA