

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO: CC006000000055882
Santosh Sabaji Sawant
2. COMPLAINT NO: CC006000000055905
Rupesh Dhananjay Naik
3. COMPLAINT NO: CC006000000055907
Anil Daulat Shirke
4. COMPLAINT NO: CC006000000055875
Ramdas Shrirang Sanap
5. COMPLAINT NO: CC006000000055917
Ravina Ravikant Pawar
6. COMPLAINT NO: CC006000000055919
Santosh Shankar Waje
7. COMPLAINT NO: CC006000000055920
Hanumant Dharmaji Katkar
8. COMPLAINT NO: CC006000000055921
Kamini Krishna Bhosale
9. COMPLAINT NO: CC006000000055922
Rupesh Subhash Shinde
10. COMPLAINT NO: CC006000000055924
Shweta Shankar Karpe
11. COMPLAINT NO: CC006000000055953
Santosh Sitaram Divekar
12. COMPLAINT NO: CC006000000055954
Milind Krushna Kachare
13. COMPLAINT NO: CC006000000056046
Abhay Ghatge
14. COMPLAINT NO: CC006000000056051
Ganesh B Bhosale



15. COMPLAINT NO: CC006000000056192

Himanshu Soni

16. COMPLAINT NO: CC006000000056193

Swapnil Rajput

17. COMPLAINT NO: CC006000000056219

Ashish Kumar

18. COMPLAINT NO: CC006000000056218

Chandra Shekhar Azad

19. COMPLAINT NO: CC006000000056236

Arun Kumar

20. COMPLAINT NO: CC006000000056238

Subodh Kumar

21. COMPLAINT NO: CC006000000056246

Sandeep Kumar

22. COMPLAINT NO: CC006000000056295

Subhash Sampat Walave

... Complainants

Versus

Kuber Abhiraj Infra

MahaRERA Regn. No. P51700008998

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present.

Respondent was represented by Mr. Kundan Mhatre, authorised representative.

Order

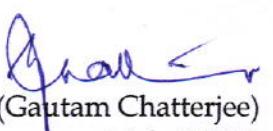
October 19, 2018

1. The Complainants have purchased apartments in the Respondent's project 'KUBER GANRAJ' situated at Titwala, Thane via registered agreements for sale. The Complainants stated that they have paid substantial amount towards the consideration of the apartments and that pursuant to the said agreements the Respondent was to handover possession of the apartments by May, 2016. Therefore, they prayed that the Respondent be directed to pay them 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 handover possession of the said apartment at the earliest.

2. The authorised representative for the Respondent submitted that the project could not be completed for reasons beyond the Respondent's control. Specifically, he submitted that there were issues pertaining to land and obstructions were created by the adjoining land owner. Further, he submitted that in Complaint nos: CC006000000023959, CC006000000023963 and CC006000000023965, MahaRERA has already directed the Respondent to handover possession of the apartments by December 31, 2018 and that similar Orders be passed in these complaints too.
3. The Complainants submitted a declaration dated October 17, 2018 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 by committing to a reasonable timeline. 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 for the delay in completing the said project.
4. In view of the above facts, the Respondent shall, therefore, handover the possession of the apartments to the Complainants before the period of December 31, 2018. The Complainants 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.
5. Consequently, the matters are hereby disposed of.



(Gautam Chatterjee)
Chairperson, MahaRERA