

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000023340

Ramesh Hotchand Premaney ... Complainant

Versus

Anil Kursija
MahaRERA Regn. No. P51700008216 ... Respondent

COMPLAINT NO: CC00600000012719

Gorden Jagwani ... Complainant

Versus

Anil Kursija
MahaRERA Regn. No. P51700008216 ... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant were themselves present.

Respondent was himself present a/w Ms. Swapnali Bamle, Adv.

Order

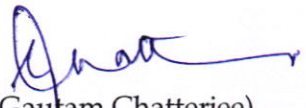
May 24, 2018

1. The Complainants have purchased apartments in the bearing Nos. 2803, 1603 and 1902 in the Respondent's project 'TRINITY OASIS' situated at G.B. Road, Thane via registered agreement for sale (*hereinafter referred to as the said agreements*) in 2014. The Complainants stated that they have paid substantial amount towards the consideration of the said apartments and that pursuant to the said agreements the Respondent was to handover possession of the said apartments by December 2014.

Therefore, they prayed the Respondent be directed to pay them interest 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 apartments at the earliest.

2. The Respondent submitted that the Complainants are investors and not allottees and that he has already been paying interest to them for the loan amount taken. Further, he submitted that the stamp duty and registration charges for the said agreements were borne by him and that he is willing to return the amounts paid by them along with the stamp duty and registration charges.
3. The Complainants disputed the Respondent's claim that they are investors and submitted that they are only interested in getting the possession of the said apartments. Further, they submitted they are willing to make the balance payments for the said apartments as agreed between the parties. They also submitted 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. The Respondent could not produce documents to prove that the Complainants are investors and that he has been paying them interest.
5. On review of the respondent's MahaRERA registration it is observed that the Respondent has put July, 2022 as the revised proposed date of completion which is an unreasonable time period for completion of the project. 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 shall, therefore, handover the possession of the said apartments, with Occupancy Certificate, to the Complainant before the period of May 31, 2020, failing which the Respondent shall be liable to pay interest to the Complainant from June 1, 2020 till the actual date of possession, on the entire amount paid by the Complainant 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. 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.
8. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA