

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO: CC006000000055131
Pramod Krishna Ghag and others

2. COMPLAINT NO: CC006000000055035
Bhikaji Tupsundarae and others

... Complainants

Versus

Dhanshree Developers Pvt Ltd
MahaRERA Regn. No. P51800012859

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present along with Mr. RR Mudholkar, Adv. a/w Ms. Priyanka Mukane, Adv.

Respondent was absent, and therefore the Ex-parte Order.

Order
September 06, 2018

1. The Complainants have stated in their Complaints that they are members of Navghar Road Sankalp Co-Operative Housing Society Limited, (hereinafter referred to as the *said society*) which is being redeveloped by the Respondent and is registered with MahaRERA. The Complainants have alleged that the Respondent has stopped paying them rent. Further, they alleged that the said society has collusively issued notice to the Respondent for terminating the redevelopment agreement thereby further delaying the project completion. Therefore, they prayed the Respondent be directed to pay them rent and complete the project at the earliest.
2. Respondent was not present, despite service of notice.
3. During the course of the hearing, the Complainants prayed that the said society be directed not to terminate the redevelopment agreement thereby further delaying the project completion.
4. Section 15 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as



the said Act) reads as thus:

15. (1) The promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the promoter, and without the prior written approval of the Authority:


Provided that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings as the case may be, in the real estate project made by the erstwhile promoter.

Explanation. – For the purpose of this sub-section, the allottee, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.

(2) On the transfer or assignment being permitted by the allottees and the Authority under sub-section (1), the intending promoter shall be required to independently comply with all the pending obligations under the provisions of this Act or the rules and regulations made thereunder, and the pending obligations as per the agreement for sale entered into by the erstwhile promoter with the allottees:

Provided that any transfer or assignment permitted under provisions of this section shall not result in extension of time to the intending promoter to complete the real estate project and he shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case may be, as provided under this Act or the rules and regulations made thereunder.

5. In Complaint no: CC006000000001855, MahaRERA has already ascertained that the reasonable time to be given to the Respondent for completion of the project would be till December, 2019.
6. In view of the above facts, the Respondent is directed to handover the possession of the apartments to the Complainants before the period ending December 2019, with OC. Further, the Respondent shall follow the procedure as laid down under section 15 of the said Act and the rules and regulations made thereunder.
7. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA