

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

1. COMPLAINT NO. CC006000000110636  
Jasvinder Madanlal Obhan
2. COMPLAINT NO. CC006000000110637  
Dilip Pandurang Prabhulkar
3. COMPLAINT NO. CC006000000110641  
Raj Kumar Chanda
4. COMPLAINT NO. CC006000000110635  
Deepika D. Bandivadekar
5. COMPLAINT NO. CC006000000110638  
Harish M Dhall
6. COMPLAINT NO. CC006000000110639  
Rajiv Lamba
7. COMPLAINT NO. CC006000000110642  
Nrendra Venkatesh KairamKonda

... Complainants

Versus

Dinesh Shivajirao Ghadge

MahaRERA project Regn. No. P51900005892

... Respondent

**Corum:** Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were represented by Ms. Archana Patil, Adv. (i/b. Jurists Uno)

Respondent was represented by Mr. Varun Ghadage, Authorised representative a/w Mr. Avinash Pawar, Adv.

**Order**  
January 21, 2020

1. The Complainants have purchased apartments from the Respondent, in the Respondent's project 'Anuradha Tower' on Plot No 13 CTS 12 Part Sardar Nagar No. 4, Sion Koliwada, Mumbai-37 via respective registered agreements for sale, in the period between March,




2009 to September, 2010. The Complainants have stated that as per the Agreement for Sale the proposed date of possession initially mentioned was June, 2011. Later on, the Respondent gave revised schedule for date of possession of apartments to the respective buyers which was between November 2013 to January 2015. After coming into effect of the Real Estate (Regulation and Development) Act, 2016, the Respondent registered this on-going project with a revised date of completion of December 31, 2018.

2. Therefore, it is the Contention of the Complainants that the Respondent has failed to complete the project in the stipulated time as stated in the said agreements for sale and also in the MahaRERA registration. Therefore, the Complainants have prayed to hand over possession of the flats to the Complainants immediately after obtaining full Occupancy Certificate (OC) from the Competent Authority and to direct the Respondent to pay for interest, on delay for the inability of the promoter to complete the project on time.
3. The advocate for the Respondent submitted that the construction of the project is completed, but the Occupancy Certificate is awaited.
4. On review of the Respondent's registration webpage it is observed that even the extended project registration period has lapsed on October 31, 2018. The Respondent has not uploaded the Annual Audit Report of Statutory C.A. - Form 5 for F.Y. 17-18 and F.Y. 18-19, as required under the provisions of section 4(2)(l) and section 11(1) of the Real Estate (Regulation and Development) Act, 2016 read with Regulation 4 of the MahaRERA General Regulations, 2017.
5. Since the Respondent has failed to complete the project in the stipulated time and has also failed to comply with the statutory provisions of the Real Estate (Regulation and Development) Act, 2016, the only way forward would be to protect the right of the allottees, enable them to form an Association of Allottees (AOA) and the AOA to proceed under the provisions of section 7/8 of the said Act to complete the project. Allowing payment of interest on delay and withdrawal of money from the project at this stage will put pressure on the RERA designated Account, which needs to be judiciously managed by the AOA for project completion.
6. Therefore, the Respondent is directed to handover the list of allottees of the said project to the Complainants and the other allottees, along with their contact details, within 30 days



from the date of the Order, to enable them to form an association of allottees (AOA) who may thereafter take an informed decision pertaining to the way forward in the said project, by invoking the provisions of Section 7 of the Real Estate (Regulation and Development) Act, 2016. Further, the Respondent is directed to upload the Annual Audit Report of Statutory C.A. - Form 5 for F.Y. 17-18 and F.Y. 18-19 within 15 days from the date of this Order.

7. The Respondent is also hereby restrained from creating any further third party rights against the unsold apartments in the project.
8. Consequently, the matters are hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA