

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000023395

Nitin Kachane and others ... Complainants

Versus

RTG Infrastructure and Realtors Limited  
MahaRERA Regn. No. P51700012322 ... Respondent

Coram:  
Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present.  
Respondent was represented by Mr. Sanjay Chaturvedi, Adv.

**Order**

May 24, 2018

1. The Complainants have alleged that they have paid a substantial amount towards the consideration amount for their apartments; however, till date they have not received possession of the apartments, which they purchased sometime in 2007 - 2010 and that the Respondent has put a revised proposed date of completion as December 31, 2027 on the MahaRERA registration webpage, which is unreasonable. The Complainants prayed that the Respondent be directed to hand over possession of their booked apartments and interest for the delay. One of the Complainants also prayed that the Respondent be directed to execute and register the agreement for sale for his apartment.
2. During the hearing, the advocate for the Respondent, accepted the delay in construction of the project and handing over possession of the apartments within the stipulated time. He further stated that the delay has been caused due to non-cooperation from Developer - M/s. Sai Baba Developers (*hereinafter referred to as the said Promoter*), who is also a Promoter (Revenue share) in the said project, pursuant to



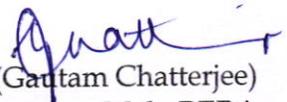
the development agreement executed between the parties. He further submitted that the Respondent is willing to execute and register the agreement for sale with the Complainant, however, pursuant to the said development agreement the Respondent and the said Promoter is also required to sign the agreement for sale as a confirming party. He stated that a dispute between the Respondent and the said Promoter, is going on and the matter is pending for arbitration and that the said Promoter is not coming forward to have the agreement for sale executed.

3. The Complainants 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. On review of the Respondent's MahaRERA registration it is observed that the Respondent has put December, 2027 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.
5. In view of the above facts, the Respondent and the said Promoter is directed to execute the agreement for sale as per the provisions of section 13 of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder within 30 days from the date of this Order. In accordance with the principles of natural justice, the Complainant should not be made to suffer hardship due to the alleged dispute between the Respondent and the said Promoter. Therefore, in case, the said Promoter fails to come forward to execute and register the agreement for sale as a confirming party, the Respondent shall proceed with the execution and registration of the agreement for sale with the Complainant, and the agreement so executed will be



deemed valid under the provisions of section 13 of the Real Estate (Regulation and Development) Act, 2016. Further, any liabilities arising due to noncompliance of the above directions by the said Promoter, will be borne by the said Promoter solely.

6. Further, the Respondent shall handover possession of the apartments, with Occupancy Certificate, to the Complainants before the period ending May 31, 2023.
7. 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, with the above directions.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA