

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI
COMPLAINT No: CC005000000000291

Mr. Balram Sansoye and 28 others Complainants

Versus

M/s. Shivtara Meridian Associates and others

MahaRERA Registration No - P52100004752 Respondents

Coram: Hon'ble Dr. Vijay Satbir Singh, Member 1

The complainants appeared in person.

Advocate Mr. Akshay Tapkir a/w Advocate Sumedh Nath appeared for the respondent No 1 and 2.

Order

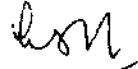
(28th February, 2018)

1. The complainants are allottees in the MahaRERA registered project bearing No. P52100004752 known as "Tara Alivia" at Kunjirwadi, Pune. They had purchased the flats from the respondent by executing the registered agreements for sale. As per the said agreements, the date of possession was after two years from the date of execution of the agreements. Most of the agreements for sale were executed between the year 2013 and 2015. However, the complainants have not got possession of their respective flats so far. The complainants, therefore, have sought interest and compensation for the delayed possession under section 18 of the Real Estate (Regulation and Development) Act, 2016 and also for the rent from the respondents.



2. In the present complaint, out of 29 complainants, complainant Nos. 10,11 and 28 have settled the matter with the respondent and filed withdrawal applications. The same were taken on record.
3. The respondents, during the hearings, denied the allegations made by the complainants and stated that the complaint was baseless and made after action was taken against the complainants for default in payment. As far as the date of possession is concerned, the respondents have claimed that the project got delayed due to the reasons like drought in 2015 and heavy rain in June, 2017, and also demonetization and change of planning authority. The respondents have further submitted that clause-12 in the agreement for sale stipulates extension of time for completing the project on account of these reasons. They further submitted that the project would be completed by July, 2018, which is six months earlier than the proposed date of completion given in the MahaRERA registration. In view of these facts, the respondent requested for dismissal of the present complaint.
4. After the arguments of both sides, the authority has noticed that the date of possession mentioned in the agreement for sale of different allottees is on or after two years from the date of execution of the registered agreement. Hence, the date would vary depending upon the date of agreement executed between the complainants and the respondents. The reasons of delay as mentioned by the respondents are general in nature. For example, drought in 2015 and heavy rain in 2017 fail to explain the delay in the completion of the project. Every year, these are same days of water shortage during summer and same days of heavy rains during monsoon season. Further, it is well-known fact that Pune region did not experience severe drought or floods for last many years, which can be considered as natural calamity for such a relief. Similarly, the ground of demonetization cannot be taken to justify the delay in the project.

5. Even if we consider all these reasons including change in planning authority, the respondents had sufficient time at his disposal to take necessary action to complete the project in time. The Authority considers a period of six months reasonable for the respondent to overcome the difficulties pointed out by him.
6. In view of the above facts and arguments by both the parties as narrated above, this Authority directs the respondents to pay interest to the complainants for delay after calculating the date of possession for each complainant i.e. two years from the date of agreement and an extension of six months till the date of actual possession of the flats to the complainants. The respondents shall make the payment of interest at the rate of current MCLR plus 2% as prescribed under the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder. Moreover, the promoter shall be entitled to make suitable adjustments on account of outstanding dues or penalty if due from the complainants.
7. As far as the prayer of complainant for the payment of rent is concerned, the same cannot be considered in terms of the provisions of the RERA Act and Rules thereof.
8. With the above direction, the complaint stands disposed of.


(Dr. Vijay Satbir Singh)
Member 1, MahaRERA