

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**

- Abhiruchi Prashant Kulkarni **1. Complaint No. CC005000000022517**
..... Complainant
Along with
- Mangesh Chougule **2. Complaint No. CC005000000022518**
..... Complainant
Along with
- Kanchan Kothawade **3. Complaint No. CC005000000022519**
..... Complainant
Along with
- Revati Ramesh Joshi **4. Complaint No. CC005000000022551**
..... Complainant
Along with
- Chetan Marne **5. Complaint No. CC005000000022554**
..... Complainant
Along with
- Sumitra Panchaxari Swami **6. Complaint No. CC005000000022556**
..... Complainant
Along with
- Deepak Ghapure **7. Complaint No. CC005000000022560**
..... Complainant
Along with
- Preeti Choudhary **8. Complaint No. CC005000000022564**
..... Complainant
Along with
- Chetan Vasant Marne **9. Complaint No. CC005000000022565**
..... Complainant

Issued

Along with

10. Complaint No. CC005000000022568

Rajendra Baban Mahale

..... Complainant

Along with

11. Complaint No. CC005000000022600

Shrirang Kadam

..... Complainant

Along with

12. Complaint No. CC005000000022573

Sharad Mahale

..... Complainant

Along with

13. Complaint No. CC005000000022574

Sandeep Shrikant Kondhare

..... Complainant

Along with

14. Complaint No. CC005000000022588

Neeraj Maheshwari

..... Complainant

Along with

15. Complaint No. CC005000000022575

Swanand Madhusudan Kulkarni

..... Complainant

Along with

16.. Complaint No. CC005000000022587

Pritam Kulkarni

..... Complainants

Along with

17. Complaint No. CC005000000022578

Amol Ankush Bhandawalkar

..... Complainant

Along with

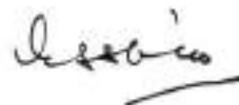
18. Complaint No. CC005000000022585

Swapnil S Sawargaonkar

..... Complainant

Along with

19. Complaint No. CC005000000022581



Vishal Vinayak Divekar

..... Complainant

Along with

20. Complaint No. CC005000000022561

Sameer Bothre

..... Complainant

Along with

21. Complaint No. CC005000000022566

Suresh Kale

..... Complainant

Along with

22. Complaint No. CC005000000022571

Chetan Udgir

..... Complainant

Along with

23. Complaint No. CC005000000022597

Ajit Gujrathi

..... Complainant

Along with

24. Complaint No. CC005000000022604

SANJAY UBHE

..... Complainant

Along with

25. Complaint No. CC005000000022603

PRACHI S KOTASTHANE

..... Complainant

Along with

26. Complaint No. CC005000000022572

KAILAS YENPURE

..... Complainant

Along with

27. Complaint No. CC005000000022598

Lahu Wagh

..... Complainant

Along with

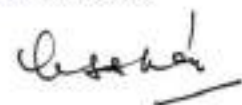
28. Complaint No. CC005000000022579

Suhas Pradeep Harishchandre

..... Complainant

Along with

29. Complaint No. CC005000000022589



Rajiv Laxmikant Bhople

..... Complainant

Along with

30. Complaint No. CC005000000022594

Laxmikant Mandole

..... Complainant

Along with

31. Complaint No. CC005000000022586

Vilas Namdeo Phalak

..... Complainant

Along with

32. Complaint No. CC005000000022557

Nilesh Premraj Ingale

..... Complainant

Along with

33. Complaint No. CC005000000022550

Sarang Takalkar

..... Complainant

Along with

34. Complaint No. CC005000000022555

Rakesh Kailash Agarwal

..... Complainant

Along with

35. Complaint No. CC005000000022563

Amar Arun Awati

..... Complainant

Along with

36. Complaint No. CC005000000022595

Priyanka Niranjan Jadhav

..... Complainant

Along with

37. Complaint No. CC005000000022591

Shrirang Shrikant Kumbhar

..... Complainant

Along with

38. Complaint No. CC005000000022592

Sagar Prakash Metha

..... Complainant

Along with

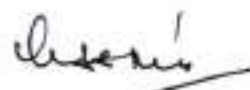
39. Complaint No. CC005000000022552

Anil Chavdas Chaudhary

..... Complainant

Along with

40. Complaint No. CC005000000022569



Rupesh Ramesh Medhekar

..... Complainant

Along with

Sanjay Shankar Patil

41. Complaint No. CC005000000022580

..... Complainant

Along with

42. Complaint No. CC005000000022577

Umesh Patil

..... Complainant

Along with

43. Complaint No. CC005000000011913

BHARAT CHAUDHARI

..... Complainant

Along with

44. Complaint No. CC005000000022086

AKSHAY RAVINDRA SUDAME

..... Complainant

VERSUS

Prakash Chavan

..... Respondent

Project Registration No.

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

The complainants present in person a/w Adv. Mohite.

The respondent present in person.

ORDER

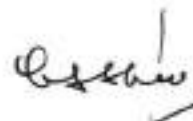
(6th May, 2019)

1. The above complainants are allottees in the project Sai Velocity-2 being developed by the respondent at Karve Nagar, Pune. They have executed agreements for sale in respect of their apartments. The agreed date of possession in their respective agreements (i.e. December 2017, May 2018 etc.) is over. As the respondent failed to

complete project and handover the possession of their apartments according to their agreements, they have filed these complaints with MahaRERA praying for payment of interest and completion of the project.

2. The complaints were heard in the presence of concerned parties. The respondent agreed that the project had got delayed. He pointed out that the payment made by many complainants was not on time which to some extent, resulted in delay. He also submitted that he could not get necessary permissions of the planning authority such as Town Planning Authority Pune and PMRDA on time which further delayed the project. He informed that he was in a position to complete the project by end of June 2019 and he would be able to handover the possession after getting the occupancy certificate in two months after that.
3. The facts of this case as discussed above clearly show that the project got delayed and respondent failed to handover the possession of flats to the complainants in accordance with the provisions in the agreement.
4. Most of the complainants have also paid 90% of the consideration value of their flats. Hence, they cannot to be held responsible for respondent not being able to complete the project. Although the latter had difficulty in getting the necessary permissions from planning authority, the complainants can't be blamed for that.
5. According to the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016, the complainants are entitled to payment of interest. The provisions of this section are reproduced below:

" Return of amount and compensation: (1) If the promoter fails to complete or is unable to give possessions of an apartment plot or building

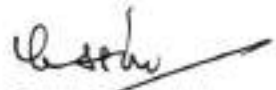


- a) In accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
b) Due to discontinues of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason.

He shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act;

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

6. In view of the aforesaid facts and discussion, the respondent is hereby directed to pay the complainants, interest for the period of delay at the rate prescribed by MahaRERA i.e. MCLR + 2% on the money paid by them till the actual date of possession of their respective apartments. The respondent shall have the liberty to defer the payment till he completes the project and gets occupancy certificate. He is also allowed to recover the outstanding dues from the complainants in accordance with the provisions in the agreement.
7. Accordingly, all the complaints stand disposed of.


(Dr. Vijay Satbir Singh)
Member - 1/MahaRERA