

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000023217

Santosh T. Sathe
Ramesh Sathe ... Complainants

Versus

RTG Infrastructure and Realtors Ltd
MahaRERA Regn. No. : P51700012322 ... Respondent no. 1

Suresh Wadhwa ... Respondent no. 2

Coram:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present.

Respondent no. 1 was represented by Mr. Prakash Gadiya, Managing Director.

Respondent no. 2 failed to appear.

Order

April 23, 2018

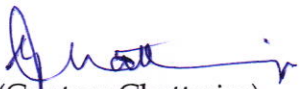
1. The Complainants have alleged that they have paid a significant amount of the consideration amount to the Respondent; however, till date they have not received possession of the apartments, they have purchased. The respondent has put a revised proposed date of completion as December 31, 2027 on the MahaRERA registration webpage. The Complainants have prayed that the Respondent be directed to hand over possession of their booked apartments and rent, as agreed pursuant to an agreement dated April 21, 2016.
2. During the hearing, the Complainants stated that they are eligible to receive rent as per the said agreement between the Complainants and Respondents. In the said agreement, the Respondent - RTG Infrastructure and Realtors clearly stated that 'due to non-clearance of RG from Sai Baba Developers (a partnership firm of Mr. Suresh Wadhwa & Others, who were liable to clear the RG as per the Development

Agreement), the said project is delayed, that now the RG is cleared by Sai Baba Developers and they have handed over the possession and key of RG land to the Party of First part on March 1, 2016.' This statement shows that the Respondent has accepted the delay of construction on his part.

3. During the hearing the Respondent No 1, who was present, accepted the delay in construction of the project and handing over the 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, who are Respondent No 2, and not on his part as Promoter.
4. The respondent argued that three buildings are ready / construction work is in progress and they are willing to hand over possession, as soon as the buildings are ready for occupation. However, a dispute between the promoter and developer, is going on and the matter is pending with the Arbitrator at Hon'ble High Court. He further pointed out that there are about 20 litigations pending related to this project, which are disclosed on MahaRERA website. Also, due to non-payment of Property Tax, the Promoter is awaiting further CC.
5. The Complainants, further pointed out that in the said agreement, the Respondent had committed to hand over possession of the apartments to them on or before April 30, 2017 and agreed to provide rent of INR 10,000/- per month to the flat purchasers named herein above to the delay after the decom line i.e. April 30, 2017. Therefore, the Complainants are liable to receive the rental amount with effect from April 1, 2016 to April 30, 2017 in lump sum (one time) on May 1, 2017 and also monthly rent of INR. 10,000/- per month from May 1, 2017, till getting actual possession of the flat premises.
6. Advocate for the Respondent submitted that they are willing to abide by the Order dated January 18, passed by this Authority in complaint nos. CC00600000001549 and CC00600000001417, with respect to these complainants also, and therefore, a similar Order may be passed in this complaint. Complainant also requested the same.



7. In view of the above facts, the Respondents are directed to pay rent as agreed in the agreement dated April 21, 2016 to the Complainants till handing over possession of the apartments, they booked.
8. Consequently, the matter is hereby disposed of, with the above directions.


(Gautam Chatterjee)
Chairperson, MahaRERA