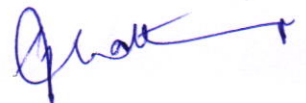


BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO: CC006000000023689
Nitin Arun Thakur
2. COMPLAINT NO: CC006000000023687
Rajesh Sonebapu Mundhe
3. COMPLAINT NO: CC006000000023640
Manji Ramji Bhrasadia
4. COMPLAINT NO: CC006000000023629
Nandkishor Krishna Kudtarkar
5. COMPLAINT NO: CC006000000023641
Bhavan Valji Barvadia
6. COMPLAINT NO: CC006000000023691
Manish Pravin Metha
7. COMPLAINT NO: CC006000000023636
Vithal Ramchandra Parte
8. COMPLAINT NO: CC006000000023638
Bhavesht Murji Patel
9. COMPLAINT NO: CC006000000023639
Kavita Kamlesh Patel
10. COMPLAINT NO: CC006000000023646
Santosh Daji Parab
11. COMPLAINT NO: CC006000000023681
Narendra Jain
12. COMPLAINT NO: CC006000000023678
Jayshree Shrikant khopade
13. COMPLAINT NO: CC006000000023644
Himmatkumar Vishrambhai Rabhadia
14. COMPLAINT NO: CC006000000023674
Sushila Nana Savekar
15. COMPLAINT NO: CC006000000023648
Mangesh Vasaant Shirsekar



16. COMPLAINT NO: CC006000000023676

Sanjay gajanan kadam

17. COMPLAINT NO: CC006000000023690

Ravindra Jawantraj Rathod

18. COMPLAINT NO: CC006000000054724

Krishnendu Sen

... Complainants

Versus

Rohan Developers Pvt Ltd

MahaRERA Regn. No. P51900001899

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

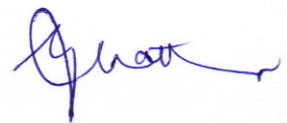
Complainants were themselves present a/w Mr. Balasaheb Deshmukh, Adv.

Respondent was represented by Mr. Bhounik Vaidya, Adv. (i/b Kanga & Co.).

Order

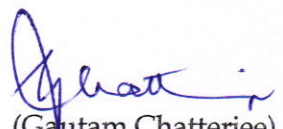
July 5, 2018

1. The Complainants, in their complaints, have alleged that even though the said project was started in 2010, the Respondent has failed to complete the construction of the said project and handover possession of their apartments till date. They have also alleged that the Respondent has wilfully delayed the completion of the said project with the intension of maximising profits. Therefore, they prayed that the Respondent be directed to pay interest, on delay, as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 and to commit to a reasonable timeline for handing over possession of their apartments.
2. The Learned Counsel for the Respondent submitted the project could not be completed for reasons beyond the Respondent's control. Specifically, he submitted that the project work was delayed due to a dispute with the contractor with respect to the pace of the construction, delays in obtaining sanctions and approvals from the concerned authorities, including MHADA and payment of exorbitant premium to be paid to such authorities due to change of policy, etc. Further, he submitted that due to the project work being prolonged on account of the aforesaid factors, the cost of the project has escalated and the estimated receivables are much lesser than the cost required to complete the said project, as all of the apartments have been sold long ago. However, he submitted that the Respondent has arranged for the deficit finance on his own so that he can



complete the said project. Therefore, he submitted that the Complainants' contentions that the project work was delayed to maximise profits is unjustified. The delay in the project has resulted in huge losses for the promoter, he added. He submitted that the project work is now almost complete and that the Respondent is already in the process of obtaining the occupation certificate for the same and is committing to handover possession of the apartments within the next four months. He also submitted that some of the Complainants have delayed in making timely payments to the Respondent as per the payment schedule and that the Respondent has not charged them any interest for the same. Finally, he submitted that several of the Complainants have executed the agreements for sale in 2017 with full knowledge that the project work has been delayed.

3. As per the provisions of 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. The timeline of further four months as submitted by the Respondent is commensurate with the extent of balance development.
4. In view of the above facts, the Respondent shall, therefore, handover possession of the apartments to the Complainants before the period of October 31, 2018, failing which the Respondent shall be liable to pay interest to the Complainants from November 1, 2018 till the actual date of possession, on the entire amount paid by the Complainants to the Respondent. The said interest shall be at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017.
5. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA