

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO : CC006000000012781

Preeti Vazirani and Raju Khan ... Complainants

COMPLAINT NO : CC006000000012785

Shamrao Shashikant Tambe ... Complainants
Neha Shamrao Tambe

COMPLAINT NO : CC006000000012790

Sudarshan Shetty ... Complainant

COMPLAINT NO : CC006000000012791

Suhas Shantaram Bharadkar ... Complainant

COMPLAINT NO : CC006000000012783

Vibhuti Narayan Dubey ... Complainant

COMPLAINT NO : CC006000000022846

Saurabh Vaish ... Complainant

COMPLAINT NO : CC006000000022895

Rahul Waval ... Complainant

COMPLAINT NO : CC006000000012786

Nilesh C Narshana ... Complainants
Bindu N Narshana

COMPLAINT NO : CC006000000022893

Sandeep Daulat Lakhan ... Complainant



COMPLAINT NO : CC006000000023161

Murgesh Nadar
Sudha Nadar

...

Complainants

Versus

Mandar Associates
MahaRERA Regn.No. P99000011492

...

Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

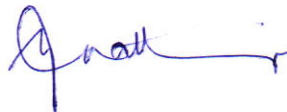
Complainants were themselves present.

Respondent was represented by Ms.Shilpa Nair, Adv, Ms. Bella Lopes, Adv.


Order

March 5, 2018

1. The Complainants have purchased apartments in the Respondent's project 'CASSA BILSS' situated at Virar, Thane. The Complainants alleged that at the time of booking, Respondent had promised to make provisions of two lifts in the said project; however, he has failed to make provisions for the same. Further, they alleged that the Respondent was to handover possession of the apartments in 2014 but the Respondent has failed to do so. Therefore, the Complainants prayed that the Respondent be directed to handover possession of their apartments at the earliest along with the amenities as mentioned in the agreements for sale and to make provisions for the second lift as promised earlier. They have also prayed for compensation for the delay.
2. The advocates for the Respondent submitted that the project could not be completed due to mitigating circumstances beyond the control of the promoter. They added that the Respondent has already installed the second lift and that the Respondent will complete the project along with amenities as stated in the agreements for sale, within two months. Further, they submitted that certain payments, which had become due in accordance with the agreements for sale, are yet to be paid by the Complainants. They agreed to waive the interest on these delayed payments.



3. Though the registration webpage of the project mentions a revised completion date of July 2019, in view of the submission made by the Respondent that the project work would be completed in two months, they should be able to obtain the Occupancy Certificate (OC) within another month and therefore, the Respondent shall handover possession of the apartments, with Occupancy Certificate, to the Complainants before the period of May 2018, failing which the respondent shall be liable to pay interest to the Complainants from June 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. The Complainants shall make the balance payments towards the consideration of the apartments, save and except the payments to be made at the time of possession, to the Respondent by April 30, 2018. The Respondent shall not levy any interest on the Complainants on the due payments thus to be made till the said period of April 30, 2018.
4. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA