

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

COMPLAINT NO: CC00600000000842		
Madan Mohan Sharma and Preeti Sharma	...	Complainants
COMPLAINT NO : CC00600000001055		
Tarun R Shah	...	Complainant
COMPLAINT NO : CC00600000000725		
Dheeraj Kumar Singh	...	Complainant
COMPLAINT NO : CC00600000000845		
Arati, Depen and Tarun Pandit	...	Complainants
COMPLAINT NO : CC00600000000817		
Neha Dharmesh Patel	...	Complainant
COMPLAINT NO : CC00600000000760		
Deepak Kaul	...	Complainant
COMPLAINT NO : CC00600000000940		
Rohit Darolia	...	Complainant
COMPLAINT NO : CC00600000001004		
Bhupat Maganbhai Hadiya	...	Complainant
COMPLAINT NO : CC00600000000933		
Tyrone David Shirazi	...	Complainant
COMPLAINT NO : CC006000000012066		
Swati Umesh Shetty	...	Complainant
COMPLAINT NO : CC00600000000700		
Dimple Thakkar	...	Complainant
COMPLAINT NO : CC00600000000701		
Deepika Gupta	...	Complainant
COMPLAINT NO : CC00600000000896		
Ashok Kumar Tiwari	...	Complainant
COMPLAINT NO : CC00600000000968		
Sajeesh George Elovathinga	...	Complainant



COMPLAINT NO : CC00600000000873		
Sajeesh George Elovathingal	...	Complainant
COMPLAINT NO : CC00600000001000		
Sambit Roy	...	Complainant
COMPLAINT NO : CC00600000000921		
Arunkumar G Das	...	Complainant
COMPLAINT NO : CC00600000001003		
Ajay and Ritesh Thakkar	...	Complainants
COMPLAINT NO : CC00600000001006		
Dilip Thakkar and Prinkesh Dilip Thakkar	...	Complainants
COMPLAINT NO : CC00600000001005		
Shivaji J Ghag and Ujwala S Ghag	...	Complainants
COMPLAINT NO : CC00600000001009		
Rakeshkumar Virambhai Patel	...	Complainant
COMPLAINT NO : CC00600000000944		
Rakesh Tiwari and Mamta Tiwari	...	Complainants
COMPLAINT NO : CC00600000001013		
Bhawarlal Dave	...	Complainant
COMPLAINT NO : CC00600000001079		
Vivek Kadam	...	Complainant
COMPLAINT NO : CC00600000000718		
Asavari Gandharwar	...	Complainant
COMPLAINT NO : CC00600000000853		
Nirmal S Shah	...	Complainant
COMPLAINT NO : CC00600000001002		
Bipin R Gupta	...	Complainant
COMPLAINT NO : CC00600000001026		
Nilesh Pravin Thakkar	...	Complainant
COMPLAINT NO : CC00600000001606		
Adesh Narhari Shirke	...	Complainant



Ravi A Chavan

Complainant

VERSUS

Kashimira Ceramic Products LLP

... Respondent

MahaRERA Regn.Nos. P51800008104 and P51800008105

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were represented by Ms. Hina Abhyankar, Adv and Ms. Rupali Pandit, Adv.  
Respondent was represented by their Mr. Kavita Sutaria and Mr. Mihir Lakhani

**Order**

February 28, 2018

1. The present complaints have been filed by purchasers, some of whom have booked apartments via allotment letters and some who have purchased apartments via registered agreements for sale in the Respondent's projects Tanvi Eminence Phase 1 and Tanvi Eminence Phase 2 situated at Mira-road, Thane. The Complainants, in their complaint, have alleged that even though the said projects were started in 2009, the Respondents have failed to complete the construction of the said projects and handover possession of their apartments till date.
2. Respondent is a Limited Liability Partnership registered under Limited Liability Partnership Act, 2008 with three partners i.e. Mr. Dayabhai Sutaria, Mr. Bhupatbhai Ravjibhai Lukhi and Tanvi Construction Pvt. Ltd through its directors Mrs. Sangeeta Vijaykumar and Mr. H. G. Vijaykumar (hereinafter referred to as the partners).
3. The Complainants have, inter-alia, prayed that the Respondent be directed to pay interest to them 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.
4. During the first date of hearing, no one from the Respondent Organisation was present.

5. On the second date of hearing the advocates for the Respondent stated that the construction work in the project has been stalled for quite some time due to certain internal disputes between the Respondents and that arbitration proceedings are pending for the same. They further explained that the work in the project cannot start unless the disputes are settled in the pending arbitration proceedings. Complaining that the internal disputes between the partners who constitute the Respondent, have adversely affected the project so far, the Complainants urged MahaRERA to intervene, so that the dispute between the said partners are resolved, project work is restarted at the earliest and completed.
6. During the course of the hearings held on November 22, 2017, December 6, 2017, January 4, 2018 and January 9, 2018, representative for Mr. Dayabhai Sutaria (One of the partners of the Respondent), stated that Mr. Dayabhai Sutaria is willing to initiate take-over of the said projects by acquiring the stakes of the other two partners, putting in the required further liquidity/investment in the said projects and to complete the project in a time bound manner. The other partners stated that they are willing to consider the same. The Complainants too accepted the proposal of Mr. Dayabhai Sutaria taking over the project and getting the same completed, provided they are assured possession of their apartment, within a reasonable time period.
7. After many rounds of deliberation, Mr Dayabhai Sutaria produced documents to show that the partners of the Respondent have settled their internal disputes and the said projects have now been handed over to Mr Dayabhai Sutaria. Further, the document states that the said projects will now be managed and implemented by Mr Dayabhai Sutaria and one Mr. Dhaval Darji (hereinafter referred to as the new Partner of the Respondent) with effect from January 25, 2018.
8. Pursuant to the above developments, the bulk of the purchasers represented by Tanvi Eminence Owner Welfare Association, consisting of about 190 purchasers, executed consent terms with Mr Dayabhai Sutaria and accordingly MahaRERA Order dated February 9, 2018 was passed in respect of the said purchasers. Thereafter, all the Complainants in the present complaints and Mr. Dayabhai Sutaria, along with the new partner, have executed separate consent terms with a view to completing the said projects and handing over the apartment to the purchasers, within a mutually acceptable time period.



9. In view of the above facts, Respondent shall handover possession of the apartments, with Occupancy Certificate, to the Complainants before the period ending December 31, 2019, with a further grace period of 3 months for mitigating factors as mentioned in the consent terms, failing which the Respondents shall be liable to pay to the Complainants, interest on delay, post the end of the said period till the actual date of possession, on the entire amount paid by the Complainants. 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.
10. The consideration price for the said apartments shall remain the same as agreed between the parties, in the allotment letters or registered agreements for sale, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Respondent shall, while raising a demand on the Complainants for increase in development charges, cost, or levies imposed by the competent authorities etc., enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Complainants, which shall only be applicable on subsequent payments.
11. Respondent shall demand further payments from the Complainants as per the payment schedule agreed between the parties. Any delayed interest in the said payments shall be governed by the provisions of 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.
12. Consequently, the matters are hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA