

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000001831

Pramod Patil ... Complainant

Versus

Shree Nakoda Developers ... Respondent
MahaRERA Regn.No. P99000007043

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

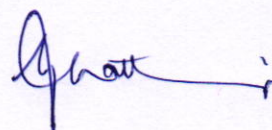
Complainant was himself present.

Respondent was represented by Mr. Ramesh Prabhu, CA.

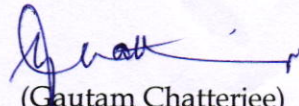
Order

April 5, 2018

1. The Complainant has purchased an apartment bearing No. A-703 in building no. 2 in the Respondent's project 'NAKODA HEIGHTS NO 1 AND 2' situated at Vasai, Thane via a registered agreement for sale dated March 12, 2013. The Complainant has alleged that the Respondent was supposed to handover possession of the said apartment by 2015. However, the Respondent has failed to hand over possession within the stipulated period and therefore, the Respondent be directed to pay him interest as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*). Further, the Complainant has alleged that the Respondent has been demanding development and water charges, without having completed the project and without obtaining the occupation certificate.
2. The authorised Representative for the Respondent argued that the said building is fully complete since 2015 and that some allottees have already occupied their respective apartments. However, he submitted that the project has not received the Occupation Certificate from the Competent Planning Authority because the project has not been able to procure the environment clearance certificate, as yet. He further submitted that the Respondent has submitted the application for environmental clearance way back on March 15, 2011 to the Environment Department; however, the final environmental clearance is still awaited.



3. The authorised Representative for the Respondent, also submitted that the Complainant has also defaulted in making payments of the last instalment which was raised in June 2016 till date even when the building is fully complete and habitable. He further submitted that the Respondent has not charged the Complainant any interest for the said delay in paying the balance consideration amount. Therefore, he prayed that the Complainant be directed to pay all the pending dues as mentioned in the said agreement and take possession of his apartment.
4. With respect to the issue of development and water charges, he referred to point number 10, 12, 14 and 23 of the agreement for sale wherein it is specifically mentioned that it is the obligation of the purchaser to make the necessary payment towards the said charges. Further, he submitted that due to the said delay from the concerned Planning Authority, the Respondent has not been able to obtain the Occupation Certificate and hence, the municipal water connection could not be procured. He stated that the water charges which are demanded are none other than maintenance charges and as such the funds thus collected, less the expenses, will eventually be handed over to the Cooperative Housing Society on its formation.
5. In view of the above facts, since the mitigating circumstances continue in the said project, therefore the date for handing over possession of the said apartment cannot be ascertained at this juncture. Respondent is hereby directed to make serious efforts to expedite the process of obtaining the required sanctions/approvals at the earliest.
6. The Complainant shall be required to pay to the Respondent, arrears of consideration amount (Principal amount only, without interest) only at the time of possession.
7. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA