

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

1. COMPLAINT NO: CC006000000001886  
Vinod Shah
2. COMPLAINT NO: CC006000000001883  
Arvind Sanghavi
3. COMPLAINT NO: CC0060000000012381  
Neelam Dave and others
4. COMPLAINT NO: CC0060000000012314  
Sarojben Pandya and other

... Complainants

Versus

Tanna Housing  
MahaRERA Regn. No. P51800002925

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

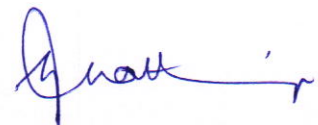
Complainants were themselves present.

Respondent was represented by advocates of Ram Legal.

**Order**


June 20, 2018

1. The Complainants are tenants of the society 'Old and New Parekh Bhuvan' situated at Kandivali, Mumbai which is being redeveloped by the Respondent and is registered with MahaRERA as project 'TANNA HEIGHTS'. The Complainants stated that they have also purchased additional area in the permanent alternate premises in the said project. The Complainants alleged that the Respondent had agreed to give possession of the said permanent alternate premises within 24 months from the date of obtaining commencement certificate for redeveloping the said property but has failed to do so till date. Therefore, they prayed that the Respondent be directed to pay them interest for



the delay in handing over possession and commit to a reasonable timeline for handing over possession.

2. The Learned Counsel for the Respondent explained how the construction work of the project could not be completed due to financial crisis faced by the Respondent. Further, he submitted the Respondent has now managed to sort his financial issues and is committing to handover possession by June, 2019.
3. The Complainants submitted that at this stage, they are interested in having the project completed and will therefore will not insist that the Respondent pay them interest for the delayed possession as on date, provided, the Respondent completes the project on time. Further, they submitted the Respondent should provide them with a progress report on a quarterly basis of the project completion and if they do not see the efforts of the Respondent towards the completion of the project, they should be at liberty to demand interest as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder from the Respondent for the delay in completing the said project.
4. In view of the above facts, the Respondent shall, therefore, handover possession of the premises to the Complainants before the end of June, 2019. The Complainants shall be at liberty to demand interest at an appropriate stage, as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder, from the Respondent for the delay in completing the said project.
5. Consequently, the matters are hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA