

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000055783

Bhavik Shah

... Complainant

Versus

Wadhwa Residency Pvt. Ltd.
MahaRERA Regn. No. P51800000201

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Mr. Hasmukh M. Popat, Authorised representative.
Respondent was represented by Mr. Viral P. Vora, Mr. Sanjay Gavkar, and Mrs. Anulata Saundankar; advocates (i/b VPV Legal & Associates).

Order

December 06, 2018

1. The Complainant has purchased an apartment bearing no: P4-1204 in the Respondent's project 'Promenade - The Address' situated at Ghatkopar, Mumbai via registered agreement for sale dated June 22, 2017. The Complainant has alleged that the date of possession as stipulated by the said agreement was June 30, 2018. Therefore, he prayed that since the Respondent has failed to hand over the possession of the apartment within the stipulated period, they be directed to pay interest, on delay, as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*).
2. The learned Counsel for the Respondent explained that the construction work of the project could not be completed because of reasons which were beyond the Respondent's control. Specifically, he submitted that there was a delay in issuing approvals from the concerned local authorities for the said project due to a PIL pertaining to civil aviation permissions pending in the Hon'ble High Court of Bombay. He also submitted that the project work is now complete and the Respondent is in the



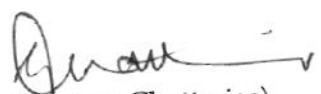
process of obtaining the CFO clearance and will subsequently apply for the occupation certificate. Further, he submitted that the said agreement stipulates that the date of possession shall stand reasonably extended in case the project work is delayed due to mitigating circumstances. Finally, he submitted that, the Respondent shall handover possession of the said apartment by December 31, 2019 as stated in the Respondent's MahaRERA registration and therefore, there has been no delay as alleged by the Complainant and that section 18 of the said Act does not apply.

3. As per the provisions of the 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.

Therefore, the date of December 31, 2019 as the revised proposed date of completion as stated by the Respondent in their MahaRERA registration is an unreasonable time period for completion of the project.

4. In view of the above facts, the Respondent shall, therefore, handover the possession of the apartment, with Occupancy Certificate, to the Complainant before the period of June 30, 2019, failing which the Respondent shall be liable to pay interest to the Complainant from July 1, 2019 till the actual date of possession, on the entire amount paid by the Complainant 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 and shall be setoff/adjusted at the time of handing over possession.

5. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA