

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000023077

Jimmy and Rammy Paramjit Singh Rajput ... Complainants

Versus

Propel Developers Private Limited ... Respondent  
MahaRERA Regn.No. P51800000271

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Mr. Anwar Landge, Adv. and Ms. Sonam Singh, Adv.  
Respondent was represented by Mr. Abir Patel, Adv., (Wadia Gandhi & Co.)

**Order**

April 26, 2018

1. The Complainant has purchased an apartment bearing No. 604 (Tower 5, wing E) in the Respondent's project 'RUNWAL GREENS Wings 5 - 8' situated at Kurla, Mumbai via a registered agreement for sale dated July 26, 2014. The Complainant has stated that the date of possession as stipulated by the said agreement was December, 2015. Further, they stated that they have paid upto 97% of the amount towards the consideration of the said apartment, the last payment being in April, 2017. The Complainant alleged that the Respondent has failed to hand over the possession of the said apartment within the stipulated period. Therefore, the Respondent 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. During the hearing held on February 26, 2018, the advocate for the Respondent argued and explained that the construction work of the project is delayed because of mitigating circumstances which were beyond the Respondent's control. Further, he submitted that the Respondent will handover possession of the said apartment by March 31, 2018.



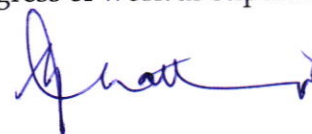
3. Parties then sought time to amicably settle the matter with regard to the delay in possession. However, on the next date of hearing on April 25, 2018, the Complainant submitted that the amicable settlement could not be arrived at.
4. The advocate for the Respondent stated that the Respondent has, on March 31, 2018, obtained the part -occupancy certificate from the Competent Planning Authority, for the building where the apartment of the Complainant is located and the Complainant has been informed about the same but the Complainant has not taken possession of his apartment, as yet. Therefore, he submitted that the provisions of section 18 of the said Act are not applicable to the present case as on date. He further stated that the Complainant is in violation of Section 19(10) of the Act for not taking possession of his apartment.
5. Section 18 (1)(a) of the said Act reads as:

*“ if the promoter fails to complete or is unable to give possession of an apartment, plot or building, – (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein;*

*he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed. “*

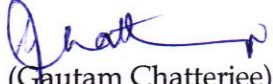
Accordingly, even though the Respondent has obtained the part- occupation certificate as on date, delay in handing over possession subsisted on the day of filing the present complaint.

6. It is seen that even though the possession date stipulated in the agreement was December, 2015, the Complainant has remained in the project and continued to make payments to the Respondent, in accordance with the progress of work as stipulated in



the agreement for sale, till April, 2017. Therefore, delay in giving possession shall be treated with effect from 1<sup>st</sup> May 2017, i.e the date this Act come into effect till March 31, 2018, the date on which the Respondent has offered the possession of the said apartment to the Complainant and the Respondent shall be liable to pay interest, on such delay, 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. Complainant is advised to take possession of the said apartment at the earliest, so that he does not default on the provisions of Section 19(10) of the Act.

7. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA