

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000023018

Ashok Sheshagiri Purohit ... Complainant

Versus

Hubtown Limited ... Respondent
MahaRERA Regn.No. P51700000602

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant herself present with Mr. Shashikant Kadam, Adv.

Respondent represented by Veenu Khatri, Adv., Manisha Gaikwad, Adv., Sheta Patil, Adv.


Order

March 5, 2018

1. The Complainant has purchased an apartment bearing No. 1206 along with one car parking space, in the Respondent's project 'Hubtown Greenwoods F Wing' situated at Majiwada, Thane via a registered agreement for sale dated May 17, 2010. The Complainant alleged that the date of possession as stipulated by the said agreement was March 2013 and that the Respondent has failed to handover possession of the said apartment till date. Therefore, he prayed the Respondent be directed to pay him interest for the 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 advocate for the Respondent explained that the project has been delayed due to mitigating factors beyond the control of the Respondent. Specifically, she submitted that the said project falls under the Government's Rental Housing Scheme and that there have been delays in approvals from the concerned Authorities. Further, she submitted that in November 2014, Respondent had conveyed to the Complainant that since the project has been delayed, he is willing to refund the entire amount paid by the Complainant with 12% interest, which the allottee had refused. She also submitted that the Respondent has taken payments from the Complainant as per the progress of the construction, in terms of the said agreement, till 2017.



3. Finally, she submitted that the Respondent will handover possession of the said apartment by July 2019, as mentioned in the registration webpage of the project.
4. The Respondent has, in 2014, communicated to the Complainant about his inability to complete the project on time, due to mitigating circumstances and his willingness to refund the amounts paid by the Complainant with 12% interest and the Complainant has refused to do so. Therefore, it is clear that the Complainant was aware since 2014 that the project has been delayed and chose to continue in the said project and made payments according to the schedules of the agreement for sale.
5. 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. The Respondent has, till date, completed 19 slabs out of the total 30 slabs. Therefore, the timeline stated by the Respondent for handing over possession of the said apartment, i.e. July 2019 is reasonable.
6. In view of the above facts, the Respondent shall, therefore, handover possession of the said apartment, with Occupancy Certificate, to the complainant before the period ending July 31, 2019, failing which the Respondent shall be liable to pay interest to the Complainant from August 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.
7. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA