

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000044058

Supriya P Kumbhare ... Complainant

Versus

Shree Construction Company
MahaRERA Regn. No. P51700010575 ... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was herself present.

Respondent was represented by Mr. Nimish Vora, Authorised representative a/w Mr. Asadullah Shaikh, Adv.

Order


July 25, 2018

1. The Complainant has purchased an apartment bearing No. 603-C, in the Respondent's project 'KAVYA PARK' situated at Thane via registered agreement for sale (*hereinafter referred to as the said agreements*) dated June 11, 2013. The Complainant stated that pursuant to the said agreement the Respondent was to handover possession of the said apartment by December 2014 but has failed to do so till date. Therefore, she prayed that the Respondent be directed to pay them 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*) and handover possession of the said apartment at the earliest.
2. The learned Counsel for the Respondent submitted that the project could not be completed for reasons beyond the Respondent's control. Specifically, he submitted that the said project is under ULC exemption and that the required approvals from the ULC Authorities are not forthcoming as there is no local authority in place to issue the same. Further, he submitted that several such projects in the same vicinity are stuck for the same reasons. He also submitted that the Respondent has taken help of the Association of Developers who are taking measures to expedite the process of receiving the required approvals and that the



Respondent commits to have the project completed in a timebound manner once the mitigating circumstances are over.

3. The Complainant submitted that at this stage, she is interested in having the project completed and will therefore not insist that the Respondent pay her interest for the delayed possession as on date, provided, the Respondent completes the project by committing to a reasonable timeline. Further, they submitted that if they do not see the efforts of the Respondent towards the completion of the project, she 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 or to withdraw from the said project, as she may choose to do at an appropriate stage.
4. The reasonable time period which can be allowed to the Respondent for completion of the project in accordance with Rule 4 of 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, can only be established after the mitigating circumstances get over and the project work recommences. Consequently, the time period which can be attributed to the Respondent for delay in handing over possession can neither be ascertained nor the date of handing over possession can be determined, at this stage.
5. In view of the above, the Respondent is hereby directed to make serious efforts to expedite the process of obtaining the required approvals for recommencing the project work at the earliest and to complete the construction work of the said project in a time-bound manner, in accordance with the timeline mentioned in the registration webpage. Further, the Complainant shall 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 or to withdraw from the said project, as the case may be, at an appropriate stage.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA