

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO. CC006000000044175
Omprakash N Singh
2. COMPLAINT NO. CC006000000044290
Sanjay Jha
3. COMPLAINT NO. CC006000000044361
Sajjankumar B Nirmal
4. COMPLAINT NO. CC006000000044359
Sanjay Sethiya
5. COMPLAINT NO. CC006000000044397
Harish Ashok Sharma
6. COMPLAINT NO. CC006000000054871
Motilal Kannoujiya
7. COMPLAINT NO. CC006000000054761
Amrendra Kumar Thakur
8. COMPLAINT NO. CC006000000054877
Sudheer Jha

... Complainants

Versus

AIMS Promoters Pvt. Ltd.
MahaRERA Regn. No. P51700004956

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present a/w Mr. H.P. Pandey, Adv.

Respondent was represented by Mr. Nishant Jain, Authorised representative a/w Mr. V.P. Singh, Adv.

Order

September 11, 2018

1. The Complainants have purchased apartments in the Respondent's project 'Aims Sea View' situated at Mira-Bhayandar, Thane via registered agreements for sale. The Complainants have alleged that the date of possession as stipulated by the said agreements is long over and therefore



they prayed that since the Respondent has failed to hand over the possession of the apartments 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 authorised representative 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. However, he added, that the construction work was now progressing well and would be completed before the revised completion date set out in the registration webpage, which is December 31, 2019.
3. The Complainants submitted that at this stage, they are interested in having the project completed and will therefore not insist that the Respondent pay them 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, 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.
4. 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.
5. In view of the above facts, the Respondent shall, therefore, handover the possession of the apartments, with Occupancy Certificate, to the Complainants before the period of June 30, 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.
6. Consequently, the matters are hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA