

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000044076

Ami and Raju Ashar ... Complainants

Versus

CCI Projects Private Limited
MahaRERA Regn. No. P51800003067 ... Respondent

Corum

Shri. Gautam Chatterjee, Chairperson, MahaRERA

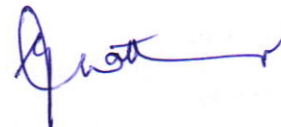
Complainants were themselves present a/w Mr. Omkar Khanvilkar, Adv.; Ms. Miloni Sanghvi, Adv. and Mr. Chirag Desai, Adv. (i/b M/s. Solicis Lex).

Respondent was represented by Ms. Anushree Ambedkar, Authorised representative a/w Mr. Abir Patel, Adv., (i/b Wadia Gandhi & Co.).

Order

January 31, 2019

1. The Complainants have purchased an apartment bearing no: 7F in the Respondent's project 'Wintergreen' situated at Borivali, Mumbai via registered agreement for sale dated November 5, 2014 and the date of possession as stipulated by the said agreements was February 28, 2016 which was later revised to March, 2018.
The Complainants stated that sometime in 2015 they raised concerns about the slow progress of the project work with the Respondent. The Complainants further stated that they received a demand letter dated October 25, 2015 from the Respondents for payment of an instalment of consideration amount to be paid for the said apartment. They stated that since the Respondent gave no satisfactory response regarding the slow pace of the project work, they did not make the required payments. They alleged that finally, the Respondent sent them a termination notice dated April 10, 2018 for non-payment of instalments.

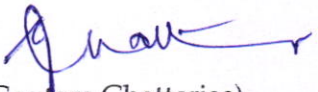


2. Therefore, they prayed that the termination notice issued by the Respondent be termed null and void in terms of section 11(5) of the Real Estate (Regulation and Development) Act, 2016 and direct the Respondent to waive off the interest charged for the delay in payments. Further, they prayed that since 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*).
3. The learned Counsel for the Respondent explained that since the Complainants failed to make timely payments as stipulated by the said agreement, the said termination notice was issued. Further, he submitted that construction work of the project could not be completed because of reasons which were beyond the Respondent's control. Finally, he submitted the Respondent is willing to settle the matter amicably.
4. On the next date of hearing, the parties submitted that the revised payment schedule was exchanged between them, however the negotiations have failed.
5. The learned counsel for the Complainants submitted that the Respondent has delayed the project completion, made various changes in the plan and failed to explain the same and therefore the Complainants had withheld the payments. He submitted that the Complainants intend to continue in the said project and are willing to make the balance payments.
6. The payment schedule as stipulated by the said agreement needs to be adhered so that project completion is not affected. The complainants could have resorted to other remedies for the concerns raised and instead of withholding the payments.
7. In Complaint no: CC006000000012599, the Respondent has already committed to complete the project by December, 2019 and MahaRERA has passed various Orders in this regard, allowing the Respondent to complete the project first with liberty to Complainants to demand interest at an appropriate stage, as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016.
8. In view of the above facts, the Respondent is directed to withdraw the said termination letter and reinstate the Complainants as allottees in the said project. Further, the



Complainants shall make the requisite arrears of payment that are due, within 30 days from the date of this Order.

9. The Respondent shall handover the possession of the apartment, with Occupancy Certificate, to the Complainants before the period of December 31, 2019. The Complainant may approach the Authority at an appropriate stage to demand interest for delay, under 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, which could even be after the receipt of the Occupancy Certificate.
10. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA