

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000044118

Rajesh and Surali Joshi

... Complainants

Versus

CCI Projects Private Limited
MahaRERA Regn. No. P51800003067

... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present a/w Mr. Aditya Pratap, Adv. and Mr. Sujay Kantawala, Adv.

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


Order

October 17, 2018

1. The Complainants have purchased six apartments bearing nos: 26A, 26B, 26C, 26D, 26E and 26F in the Respondent's project 'Wintergreen' situated at Borivali, Mumbai via registered agreements for sale dated August 9, 2012. The Complainants have alleged that the date of possession as stipulated by the said agreements was February, 2016 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 learned Counsel 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. He also submitted that 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. Further, he submitted that the Respondent endeavours to complete the project by June, 2019.

3. The learned counsel for the Complainants submitted that the Complainants at this stage 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, it was submitted that if no efforts of the Respondent are seen towards the completion of the project, the Complainants 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. 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.
5. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA