

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**

Complaint No. CC006000000171913

1. Bharti Amitkumar Lathiya

2. Amitkumar Tulsibhai Lathiya

..Complainants

Vs

1. M/s. Charmi Nirman

2. M/s. Joy and Savla Realtors

3. Mr. Ajit Rane

..Respondents

And

Triveni Sangma SRA CHS Ltd

----- Intervener/Applicant

MahaRERA Project Registration No. **P51800012448**

Coram: Dr. Vijay Satbir Singh, Hon'ble Member - 1/MahaRERA

Adv.Nilesh Gala appeared for the complainants.

None appeared for the respondent No. 1 , 3 & Intervener society.

Adv. J.Narula a/w. Adv. Satish Dedhia appeared for the respondent No. 2.

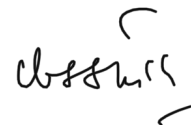
Mr. Mahishi, Executive Engineer of SRA appeared in person.

ORDER

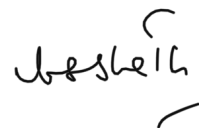
(11th September, 2020)

(Through Video Conferencing)

1. The complainants have filed this complaint seeking directions from MahaRERA to the respondents to complete all the formalities and obtain occupancy certificate for the project and handover possession of their flats under the provisions of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the RERA') with respect to booking of 2 flats bearing Nos. 816 & 817 in the respondents' project known as "Callista" bearing MahaRERA Registration No. P51800012448 at Andheri, Mumbai.



2. This complaint was heard on several occasions and same was heard finally in the presence of all the concerned parties on 2nd March, 2020. On that day, after hearing the arguments of parties concerned, directions were given to the respondent no. 1 to file written arguments within a period of 2 days and copy thereof be given to all the parties and the matter was closed for the orders. However, the final order could not be passed in this complaint due to non-availability of physical file as the office of MahaRERA was closed due to lockdown declared by the State as well Central Government due to Covid-19 pandemic.
3. Thereafter, the complainant approached Hon'ble High Court of Judicature at Bombay by filing W.P. no. O-S WP VC 261 of 2020 seeking various reliefs. The said petition was heard by Hon'ble High Court of Judicature at Bombay on 11-08-2020 and was pleased to pass an order requesting / directing MahaRERA to pass final order in this complaint within a period of 4 weeks.
4. The MahaRERA has now issued Standard Operative Procedure dated 12-06-2020 for hearing of complaints through Video Conferencing. Since the physical file was not accessible, this complaint was again scheduled for hearing on 20/08/2020. The concerned parties were given prior intimation of this hearing and they were also informed to file their written submissions, if any, on record of MahaRERA in digital form. On the date of hearing, the complainant, respondent no. 1, respondent no. 2 and the advocate for the intervener namely Slum Dwellers Society appeared through their respective advocates and made their submissions. After hearing the arguments of all the concerned parties, MahaRERA directed concerned parties to upload their respective



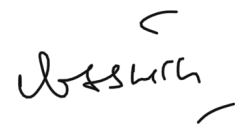
submissions if any, within a period of one week and the matter was adjourned today for final hearing.

5. During the course of hearing today, the complainant and the respondent no. 2 appeared through their respective advocates. Though the notice for virtual hearing was duly served upon the respondent no. 1, neither the respondent no. 1 was present nor it opted to file any written submissions on record of MahaRERA in digital form or through email within the stipulated time period granted by MahaRERA. However, it is noticed by MahaRERA that the respondent no. 2 has uploaded the copy of reply filed by the respondent no. 1 dated 17/02/2020 on record of MahaRERA as well as the written arguments of the respondent on record. The copy of the intervention application filed by the Slum Dweller Society has also been uploaded on record by the respondent no. 2. Further to verify the actual facts, the MahaRERA has also issued notice for hearing to SRA, i.e. the planning authority. Accordingly, the Executive Engineer of SRA has also appeared for the hearing today.
6. In this case, Hon'ble High Court of Judicature at Bombay specifically requested / directed MahaRERA to decide this complaint in a time bound manner and hence MahaRERA has perused the submissions made by the respondent no. 1 and the intervener society and heard the arguments advanced by the parties concerned including the Executive Engineer of Slum Rehabilitation Authority.
7. It is the case of the complainants that they have booked the said flats bearing no. 816 & 817 in the respondents' project on 07/04/2012. The parties have entered into registered agreements for sale on 18/06/2016 & 21/07/2016 respectively for a total consideration of Rs. 76,50,000/-

each. Out of the said consideration, the complainants have paid Rs. 60,30,000/- towards the purchase of each flat. As per the registered agreements for sale, the respondents were liable to handover the possession of the flats on or before 31/03/2018. However, the respondents have failed to handover the possession to the complainants till date. The complainants further stated that the respondents have not constructed further since 24/10/2018. The complainants received a letter from the respondent no. 2 on 10/10/2019 claiming frustration and giving them an option to take the refund of the amounts paid by them. On visit to the respondent no. 2's office it was informed that the project would be completed upto 13 floors at present and a part occupancy certificate will be obtained and the additional floors would be constructed after receipt of further approvals. The complainants consented to the same. In the said letter dated 10/10/2019, the respondent no. 2 also informed the complainants that the respondent no. 1 terminated the power of attorney executed by it in favour of the respondent no. 2. Further, the Dy. Registrar SRA has also issued stop work notices thereby stopping the respondent no. 2 from completing the project. Further, the respondent no. 3 along with the respondent no. 1 has also asked the SRA to refrain from entertaining any further proposal with respect to the sale building in this project and has also stopped preparing and submitting further proposals to the SRA with respect to the said project. The complainants further stated that the respondent no. 2 has paid the entire amounts received from the complainants to the respondent no. 1 who was supposed to comply with all the obligations which it did not comply. Further, the price of the said property has now increased manifold since the booking done by the complainants and hence the respondents want to pressurise the complainants to withdraw from the project which would enable the respondents to sell the flats at a higher rate. The complainants further stated that even though there are disputes between them and the respondents, they have till date not

taken any legal or other action against each other. Hence the complainants have filed the present complaint before the MahaRERA.

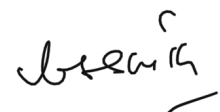
8. The respondent no. 1 in its written submission has stated that the complaint is premature as on date since the MahaRERA has extended the date of possession to 30th December, 2020 which is yet to arrive. Hence, the complaint is filed at a premature stage. It further stated that the complainants have no locus standi to ask the reliefs as prayed for in this complaint as it affects its civil rights. Moreover, the complainants being the flat purchasers / allottees have no locus standi to ask for such relief as sought in this complaint. The respondent no. 1 further stated that there is no cause of action for the complainants to approach MahaRERA and to file this complaint since as per the registered agreements for sale in case of failure of the respondent no. 2 to handover the possession of the flat he can approach the MahaRERA. However, the respondent no. 2 vide its letter dated 10-10-2019 has already called upon the complainants to take back their consideration amount as per clause no. 12.8 of the agreement for sale. Hence, there is no cause of action for the complainants to file this complaint before MahaRERA. It further stated that there is no privity of contract between the complainants and the respondent no. 1 and it is a collusive complaint filed at the behest of the respondent no. 2 and therefore, vide its letter dated 09-10-2019 and 14-10-2019 it informed the respondent no. 3 being the project architect and the respondent no. 2 for avoiding any future repercussion and violation of the development agreement signed between the respondent nos. 1 and 2 and even to avoid misuse of power of attorney and Memorandum of Understanding (MOU).



9. The respondent no. 1 further stated that the respondent no. 2 has executed the MOU with the slum dwellers society and has agreed to pay rent to the slum dwellers. Further the respondent no. 2 agreed to pay rent before the MahaRERA. Hence, it is not the responsibility and the liability of the respondent no. 1 to pay the rent to the slum dwellers. The respondent no. 1 further stated that MOU is contrary to the terms and conditions of the development agreement and therefore the respondent is not liable for any consequences of the commitment made to the slum dwellers society under the said MOU executed by the respondent no. 2.

10. The respondent no. 1 further stated that the MahaRERA has no jurisdiction to pass any order / direction u/s 36 and 37 of the RERA as these provisions empowers MahaRERA to issue order / direction against promoter, allottee and the real estate agent. The respondent no. 3 being Professional Architect appointed but it is not registered and governed under the provisions of the RERA and therefore no directions can be issued to the respondent no. 3, even the respondent no. 3 has not received any notice from MahaRERA for hearing. The respondent no. 1 therefore sought dismissal of this complaint.

11. The respondent no. 1 further stated that the complainant has completely erred in placing reliance on the judgement given by Hon'ble Appellate Tribunal on 04.04.2018 passed in the case of M/s. Sea princess Realty V/ s. Manoj Votavat and ors. It stated the complainants in fact are seeking the direction to respondent no. 3 to commit illegal act which according to him is beyond the purview of DC regulation and applicable provisions of law. Therefore, such judgement will not help the complainants in this case.



12. The respondent no.2 on the other hand has stated that the respondent no.1 the owner and developer of the Slum Rehabilitation Scheme under which subject property is being developed has assigned rights in respect of the sale component of the approved Slum Rehabilitation Scheme to Respondent No. 2 with a right to utilize and consume the entire development potential of the scheme as defined in the said agreement to construct the sale building called "Callista". The said Agreement for Development clearly stipulates and distinguishes the respective obligations of the respondents. Accordingly, the Respondent No.1 was responsible to complete the rehab component in all respects and apply and submit all approvals of the sale building and it was required to construct and complete the sale component. Under the Slum Rehabilitation Scheme, the benefits of approvals as also the FSI to be consumed in sale building are directly dependent upon the development and progress of the Rehab Component and as such the benefits of FSI accrue only when the corresponding rehab component is first completed by the developer i.e. Respondent No.1. Consequently, any default on the part of the developer in completing the rehab component including but not limited to paying transit rent to slum 2 dwellers, removal of slum dwellers particularly the non co-operating slum dwellers from the site and complying with the LOI and IOA conditions etc., directly results into the issuance of stop work notices in respect of sale component.

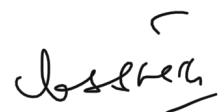
13. Thus, the development of sale component is directly affected upon the failure of the respondent No. 1 to comply with its obligations towards slum dwellers. The respondent No. 1 taking advantage of this aspect of the scheme, devised a clever ploy to obstruct the smooth development of the sale building constructed by it and thereby started coercing it to agree to respondent No. 1's undue and exorbitant demands for money. Furthermore, the development agreement executed between them also

provides inter-alia for an option to it to complete the obligations of the respondent No. 1, if it fails to comply with the same in a reasonable time. In exercise of the said option available to it, it had made efforts to complete some of the remaining obligations of the respondent No.1 by seeking co-operation from the slum dwellers society, project architect i.e. the respondent No.3 and other concerned parties. However, the respondent No.1 once again obstructed and did not permit and/or facilitate the compliance of the said pending obligations by the respondent No. 2 inter-alia by doing and taking undue advantage of the following: (i) By deliberately defaulting in complying with the remaining obligations in respect of the rehab component and ignoring the repeated reminders by it from November, 2016, (ii) By pressuring the respondent No. 3 the project architect not to take instructions from it towards completion of the project, (iii) By issuing contrary instructions to the respondent No. 3 to not make the required application to SRA for obtaining further approvals, amended plans for remaining floors, further CC, Part OC, OC etc., (iv) Thereupon, the respondent No.3 refused to co-operate with it only to play in the hands of the respondent No.1, (v) That all the approvals i.e. layout, LOI, IOA, etc. being in the name of respondent No.1 are major hurdles in its way towards compliance of all the remaining obligations of the respondent No.1 and for completion of the sale component, (vi) till date the respondent No. 1 has not chosen to approach any court or arbitrator for the purpose of redressing its alleged grievances. On the contrary, the respondent No.1 has chosen to obstruct the construction of the sale building "Callista" and thereby jeopardizing the valuable rights of the third parties i.e. the poor flat purchasers, (vii) Consequently the respondent No.1, being a promoter within the meaning of Section-2(zk) of RERA has rendered itself liable for all the consequences arising out of its defaults and obstructions including the penalties and punishment as prescribed under provisions of RERA, (viii) By not withdrawing Civil WP No.10139 filed for eviction of Bhagelu

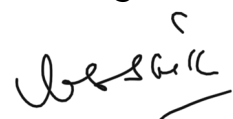
Pandey who has already left his structure years ago, the Respondent No.1 is purposely obstructing demolition of his structure occupied by third parties and thus obstructing construction of the last rehab building. In order to stop the work of the sale building, the Respondent No.1 has purposely defaulted in compliance of agreed obligations towards the payment of rent to the eligible slum dwellers etc. and thereby provoking slum dwellers to complain to the SRA who in turn has issued the stop work notices. Moreover, the respondent No. 1 had got issued the stop work notices on basis of the alleged complaints of the slum dwellers for non-payment of rent to the slum dwellers who are occupying their respective flats in the rehab buildings / occupying their slum structures on site and therefore there was no question of paying any rent to them. The SRA has issued the said stop work notices without verification of relevant facts and only at the instance of respondent No.1. At the request of the slum dwellers society, it has applied to the SRA Authority for permitting payment of rent to slum dwellers for and on behalf of the Respondent No.1 as per the clauses of the development agreement. Moreover, it has discharged its obligations as per the development agreement and has already paid entire monetary consideration payable under the said development agreement to the respondent No.1 and has also incurred further amounts for and on behalf of the Respondent No.1 which the Respondent No.1 has yet not reimbursed.

14. There is no dispute that it has already carried out construction as per the plans approved by the SRA up to 13 floors including most of the finishing work as back as in October, 2018. Thus, it has not contravened the provisions of RERA and therefore no direction can be passed against it. The respondent No.3 has also issued certificates in this regard. It is unable to complete the building as the respondent No. 1 is obstructing it from carrying out remaining obligations of the Respondent No.1 and not

discharging its pending obligations. The remaining obligations/pending compliances of it can be completed or undertaken only after respondent No.1 first complies with its remaining obligations. Therefore it has requested the respondent No. 3 vide its letters dated 18.11.2019 & 05.12.2019 to apply for Part OC for the sale building up to the 13th floor. However, the respondent No. 1 had issued letter dated 14-10-2019 to the SRA not to issue further approvals and permissions. The respondent No.1 as a promoter has directly benefitted from the sale of the flats, having received full consideration from it under the development agreement. Therefore, the respondent No.1 is equally responsible towards the flat purchasers for discharge of its functions and obligations imposed under RERA. As per the development agreement, it is entitled to utilize full development potential, which is disputed by the respondent No. 1 and therefore it is threatening to terminate the registered Power of Attorney executed in its favour. Thus, disputes raised by the respondent No.1 that it is entitled to use FSI up to 11746 sq.mtrs. are false. There is no reason or justification for withholding application of Part Occupation Certificate by the respondent Nos.1 & 3. Further the respondent no.1 was added as a promoter in this project as per the MahaRERA Circular No.13 dt. 04.12.2017 is issued after the clarification on the term co-promoter given in order of Hon'ble High Court in WP No.(L) 2023 of 2017. Status of the respondent No.1 remains as one of the promoters as per the provisions of Section 2(zk). The respondent No. 2 therefore stated that it has already completed the construction of the sale building up to 13 floors as back as October, 2018. Despite reminders, respondent No.1 & 3 are not completing remaining obligations and not applying for its Part Occupation Certificate and have also asked the SRA not to entertain it. Therefore it is not in a position to complete the remaining construction as the respondent No.1 is not obtaining remaining approvals and hence has prayed to dismiss this complaint filed against it.

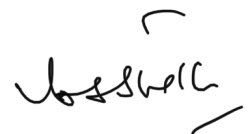


15. The intervener society namely Triveni Sangam CHS Ltd. has also filed intervention application on record of MahaRERA on 24-01-2020 and prayed that it may be permitted to join as party respondent in this complaint. The intervener society further stated that it is a registered society of total 377 members out of which 340 are eligible slum dwellers. The respondent no. 1 is the owner of the said project property and the developer of the SR Scheme sanctioned by SRA under regulation 33(10) of the DCR. The respondent no. 2 has been assigned the development rights for sale component by the respondent no.1 and the respondent no. 3 is project architect appointed by the respondent no. 1. The said society permitted the respondent no. 1 to redevelop the subject property under regulation 33(10) of the DCR 1991 and to construct the rehab building for their members and in proportionate thereof to construct the sale component. The main objective of SR Scheme is to construct rehab building and to rehabilitate all the eligible slum dwellers. Development agreement is executed between the respondent no. 1 and the respondent no. 2 on 11.1.2018. The rehab building was to be completed in phase-wise manner but till date it has not been completed. There is a commercial dispute between the respondent no. 1 and the respondent no. 2. The respondent no. 2 has signed the MOU with intervener society on 28-07-2017 for rehabilitation of 39 slum dwellers whose structures have been demolished by them since they were falling on DP Road. It was necessary to vacate them for construction of the sale building. The society never objected for construction of the sale building and co-operated all the time with respondent no. 2 only subject to completion of rehab building. In the MOU the respondent no. 2 committed to rehabilitate 39 slum dwellers and also to pay Rs. 15,000 per month towards the transit rent till the permanent alternate accommodation is provided to those 39 slum dwellers in the rehab building. Further in the said MOU the respondent no. 2 also undertaken that if the respondent no. 1 failed to complete the remaining work of rehab building within 36



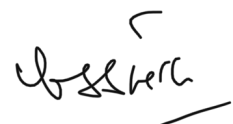
months from the date of MOU then it will complete the remaining work of rehab building. On the said assurance of the respondent no. 2, slum dwellers vacated their huts and hence the intervener society is a necessary party to this complaint. To support their contention, the intervener society has also submitted the MOU dated 28-07-2017 along with their intervention application. Hence the said society prayed before MahaRERA to join them as party respondent in this complaint.

16. The MahaRERA has examined the oral as well as written submissions made by all the parties. From the record, prima facie it appears that the complainants / allottees have approached MahaRERA seeking directions from MahaRERA to the respondents to complete all their statutory obligations and to get occupancy certificate for their flats and to handover the same to them. The respondent No. 1 is the owner of the land under the project registered with MahaRERA. The respondent No. 1 has undertaken the Slum Rehabilitation Project under Regulation 33(10) of the Development Control Regulation -1991 read along with Appendix-IV and the said S.R. Scheme has been sanctioned by the SRA being the planning authority. The respondent No. 1 is the developer/ promoter on record of the SRA and all permissions pertaining to the said S.R. Scheme stand in the name of the respondent No. 1. The respondent No. 2 is the promoter to whom the sale component has been assigned by the respondent No. 1 by selling sale FSI by executing the development agreement in the year 2011 on various terms and conditions set out in it. Pursuant to the said development agreement, the respondent No. 2 has constructed the sale building on site and has sold the flats to the allottees including the complainants by executing the registered agreements for sale. The respondent No. 1 has also been joined as a confirming party to the said agreements for sale. After commencement of RERA, the respondent No. 2 has registered this project with MahaRERA



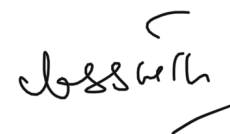
being an ongoing project and the name of the respondent No. 1 has also been joined as promoter-owner in the project having revenue sharing in the project. The respondent No. 3 is the professional architect appointed by the respondent No. 1 as per the norms of SRA to make various applications to SRA seeking permissions for the said project. The name of the respondent No. 3 is also shown as a registered architect in the project registered with MahaRERA by the respondent No. 2. The intervener society is the slum dwellers registered society who has also filed intervention application on record to join as party respondent in this complaint being a necessary party.

17. With regard to the intervention application filed by the slum dwellers society viz Triveni Sangam SRA CHS Ltd, the MahaRERA is of the view that, the SRA being planning authority has sanctioned the said S.R. Scheme and granted various permissions for rehab as well as sale component in the name of the respondent No. 1. There is no ambiguity that being the planning authority, the SRA has to ensure the completion of the rehab component and rehabilitation of all eligible slum dwellers under the said S.R. Scheme, which is main aim and objection of the Slum Areas (I, C & R) Act, 1971. Moreover, the rehab component sanctioned by the SRA has not been registered with MahaRERA. Therefore the MahaRERA has no jurisdiction to try and entertain any grievances pertaining rehab component i.e. payment of rent and rehabilitation of slum dwellers in the rehab building. It is for the SRA to look into all the issues raised by the intervener society. The MahaRERA therefore feels that the intervener society is not a necessary party to this complaint. The intervener society therefore has to approach SRA which is the competent forum for redressal of their grievances for rehabilitation / payment of rent under the provisions of Maharashtra Slum Areas (I, C & R)



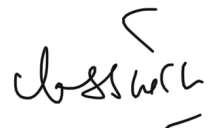
Act, 1971 and the various norms, policies and circulars issued by SRA in that regard.

18. The complainants by filling this complaint area ultimately seeking possession of the flats with occupancy certificate by issuing directions to the respondents. The respondent No. 1 has refuted the claims of the complainants stating that this complaint is premature as the date of completion mentioned in the MahaRERA is yet to arrive, there is no cause of action arisen for the complainants to file this complaint, and the MahaRERA has no jurisdiction to issue direction under sections 36 and 37 of the RERA against the respondent No. 3 architect. The respondent no.1 further stated that its name has been included in the MahaRERA project by the respondent No. 2 without its permission etc. However, the respondent No. 2 on the other hand has stated that though it has sold the said flats to the complainants, it cannot get occupancy certificate from the SRA who is planning authority, since as per the development agreement entered into with the respondent No. 1, on the record of SRA, the respondent No. 1 is the promoter and all permissions stands in the name of the respondent No. 1. Hence the SRA recognizes the respondent No. 1 as their developer. Further though it has performed all its obligations towards the development agreement, the respondent No. 1 who has the obligation to obtain occupancy certificate for the sale building is not performing its liability and it has instructed respondent No. 3 not to file any application for occupancy certificate to SRA for the sale building constructed on site and therefore the respondent No. 1 had to file an application for occupancy certificate through the respondent No. 3 who is the architect on record appointed by the respondent No. 1.

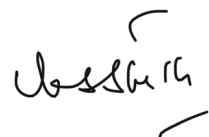


19. On perusal of the submissions made by both the respondents, prima facie it appears that vide development agreement executed between the respondent No. 1 and 2, the sale FSI has been assigned to the respondent No. 2 by the respondent No. 1 on certain terms and conditions mentioned therein. However, there is a dispute which arose between the respondent No. 1 and 2, due to which the present litigation has been brought before the MahaRERA by the allottees. In this regard, the MahaRERA feels that the MahaRERA has no jurisdiction to try and entertain such disputes between the respondent No. 1 and 2 which are of civil nature. The parties should agitate them before the appropriate civil court of law. However, since this project is registered with MahaRERA, under the provisions of RERA, this complaint is brought under the legacy of the jurisdiction of the MahaRERA.

20. After having perused the submissions made by the parties concerned viz the respondent No. 1 and the respondent No. 2, the MahaRERA feels that by virtue of the development agreement executed between the respondent No. 1 and 2, certain portion of sale FSI was assigned to the respondent No. 2 by the respondent No. 1. Accordingly, the respondent No. 2 has constructed the sale building on site which is ready since the year 2018 as alleged by the complainants. Now the respondent No. 1 who promoted this development of the sale building is now obstructing the completion of the sale building constructed on site after accepting the monetary benefits from the respondent No. 2 even by putting the complainants to ransom. As per the provisions of RERA it is the duty of the MahaRERA to ensure the timely completion of the projects registered with MahaRERA and the possession of the units is handed over to the allottees.



21. The respondent No. 1, who is owner of the land under this project is also a promoter who caused the development and hence is equally responsible for sale of the flats by the respondent No. 2 to the allottees including these complainants. Moreover, the registered agreements for sale executed with these complainants have also been signed by the respondent No. 1 being a confirming party and therefore the respondent No. 1 is also equally liable to ensure possession of the flats to the complainants / allottees with occupancy certificate.
22. Irrespective of the internal disputes between the two promoters viz the respondent No. 1 and 2, the MahaRERA feels that the slum dwellers of the rehab component and the allottees of the sale components should not be kept in lurch by both the promoters. The MahaRERA therefore feels that it is the statutory obligation of both the respondent No. 1 & 2 being, promoters/owners, to complete the construction as per the sanctioned plan, to obtain the occupancy certificate and thereafter to handover possession of the units to the allottees under the provision of section 19 of the RERA. The respondent No. 1 after assigning the development rights cannot create any hindrance for the project deliberately with ulterior motive. The respondent No. 1 being owner promoter is also duty bound to complete the construction of the project and also discharge its statutory obligation imposed under section 19 of the RERA as it is also the party to the agreements for sale signed with these complainants. Hence, the MahaRERA feels that under section 37 the MahaRERA can issue direction to the respondent No. 1 being promoter of this project to complete its statutory duty by obtaining the occupancy certificate for the sale building constructed on site by virtue of the development agreement signed by it with the respondent No. 2 in the year 2011.




23. Even the officer of SRA has also agreed that if the respondent No. 3 architect makes an application for grant of occupancy certificate with the signature of the respondent No. 1, the SRA would consider the said application for grant of occupancy certificate in accordance with law, norms and policies of SRA.

24. In view of the aforesaid facts and circumstances of this case the following order is passed:

- a) The respondent Nos. 1 and 2 are directed to comply with all their statutory duties cast upon them being promoters of the MahaRERA registered project under section 19 of the RERA.
- b) The respondent No. 1 being promoter of this project is directed to instruct the respondent No. 3, who is the project architect to make required application for grant of occupancy certificate to SRA immediately.
- c) The SRA is directed to consider the said application in accordance with law within a period of 30 days from the date of receipt of the said application.

25. With above directions, the complaint stands disposed of.


(Dr. Vijay Satbir Singh)
Member - 1/MahaRERA