

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000012480

Deepak and Bharati Asrani ... Complainants

Versus

Ekta Parksville Homes Pvt. Ltd. ... Respondent
MahaRERA Regn.No. P52000001590

Corum:

Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Mr. Anwar Landge, Adv.

Respondent was represented by Mr. Abir Patel, Adv., (Wadia Gandhi & Co.).

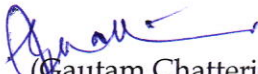
Order

February 27, 2018

1. The Complainants have entered into a registered agreement for sale (*hereinafter referred to as the said agreement*) on August 1, 2013 to purchase an apartment bearing No. 1107-(I) in the Respondent's project 'EKTA PARKSVILLE PHASE III 3' located at Virar, Thane. The Complainants alleged that the Respondent was to handover possession of the said apartment by December 2016 pursuant to the said agreement. Therefore, the Complainants have prayed that the Respondent be directed to refund the amount paid by the Complainant, as he intends to withdraw from the said project.
2. The advocate for the Respondent argued the construction work of the project is delayed because of mitigating circumstances which were beyond the Respondent's control. Further, he submitted that the Respondent will handover possession of the said apartment by October 2018. The Complainant reconsidered his decision to withdraw from the project and accepted the possession date of October, 2018.



3. In view of the above facts, the Respondent shall, therefore, handover possession of the said apartment, with Occupancy Certificate, to the Complainant before the period of October 31, 2018, failing which the Respondent shall be liable to pay interest to the Complainant from November 1, 2018 till the actual date of possession, on the entire amount paid by the Complainant to the Respondent. The said interest shall be at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017. Further, Respondent shall demand the balance payment of INR 2,33,572 for the consideration of the said apartment, only at the time of handing over possession.
4. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA