

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000012296

Asha Hari Gole

... Complainant

Versus

Lok Nagari Developer  
MahaRERA Regn.No. P51700010802

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Mr. J.S. Salunke, Adv.

Respondent was represented by Mr. Khatri A.H., Adv. (Khatri Legal Venture)

**Order**

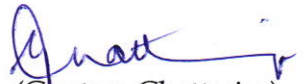
April 4, 2018

1. The Complainant has purchased an apartment bearing No. C-406 in the Respondent's project 'Lok Nagari Developer Ph - II' situated at Ambernath, District Thane via a registered agreement for sale dated May 15, 2015 with a date of possession as April 30, 2016.
2. The Complainant has alleged that in spite of having paid up to 50% towards the consideration price for the said apartment, the Respondent has failed to hand over possession of the said apartment within the stipulated period and therefore she prayed the Respondent be directed to commit to a timeline for handing over possession of the said apartment and pay her interest for the delayed possession as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*).
3. On the first date of the hearing on March 9, 2018, the advocate for the Respondent submitted that the construction work of the project is delayed because of reasons which were beyond the Respondent's control and also due to failure of the buyers to make timely payments of their consideration amounts, as and when demanded. Further, he submitted that the Complainant has also failed to make timely payments to the



Respondent as agreed by the parties pursuant to the said agreement. The Complainant submitted that she is willing to make the arrear payments and also the balance payments provided the Respondent commits to a timeline for handing over possession of the said apartment. Parties sought time to amicably settle the matter.

4. On the next date of hearing on April 4, 2018, the advocate for the Respondent submitted that the Respondent will be able to handover possession of the said apartment by December 2019. Further, he submitted the Respondent is willing to set off the interest due from the Complainant for the delayed payments, in lieu of the interest payable by the Respondent to the Complainant for delay in handing over possession. The Complainant accepted the same.
5. 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. Therefore, the revised timeline suggested by the Respondent for handing over possession of the said apartment is reasonable.
6. In view of the above facts, the respondent shall, therefore, handover the possession of the said apartment, with Occupancy Certificate, to the complainant before the period of December 31, 2019, failing which the respondent shall be liable to pay interest to the Complainant from January 1, 2020 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.
7. The Complainant shall pay the arrears of the consideration amount (Principal amount only, without interest) due to the Respondent as per the provisions of the said agreement, within 30 days from the date of this Order and also the future payments of consideration amount in accordance with the progress of work of the project.
8. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA