

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000001660

Vicky Lachhman Mansharamani ... Complainant

Versus

Westin Development Pvt. Ltd. ... Respondent  
MahaRERA Regn.No. P51900007702

Coram:  
Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Shri Mohd Zain Khan, Advocate  
Respondent was represented by Lakshmi Murali & Associates

**Order**

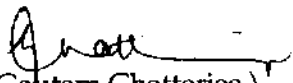
21<sup>th</sup> December 2017

1. The Complainant has purchased an apartment bearing No. 1603 in the Respondent's project 'Vitthal Darshan' located at Andheri, Mumbai through a registered agreement for sale executed on 27<sup>th</sup> August 2013. However, the date of possession has not been mentioned in the registered agreement.
2. The Complainant stated that it was orally promised by the promoter that the possession of the said flat will be handed before January 2013. He further said that he has paid substantial amount to the Respondent, but till date the respondent has failed to hand over the possession of the said apartment. He added that the Respondent is also not providing some project documents for submission to the Bank for loan purposes.
3. The advocate for the Respondent argued that the said project is a MHADA redevelopment Project. The construction work is in progress and as on today, 75 % construction work has been completed. Due to changes in the MHADA policy of allotment of FSI, the project has got delayed and they have put a revised proposed



date of completion as 30<sup>th</sup> June 2019 on the MahaRERA website, which he would adhere to. The Respondent further stated that the Complainant has defaulted in payments of his consideration amount, with respect to the work completed.

4. The revised date of possession for an ongoing project has to be commensurate with the extent of balance development as per 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 respondent shall, therefore, handover the possession of the said apartment, with Occupancy Certificate, to the complainant before the period of 30<sup>th</sup> June 2019, i.e. the revised proposed date of completion put on MahaRERA website, failing which the respondent shall be liable to pay interest to the complainant from 1<sup>st</sup> July 2019 till the actual date of possession, on the entire amount paid by the complainant to the respondent. The said interest shall be 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. Both the parties have agreed to this.
5. We further direct the Respondent to update the information regarding progress of the work and provide the documents of the project/apartment asked by the Complainant for his loan purpose, within 7 days from date of this Order.
6. The Respondent may raise the demand to the Complainant, of any outstanding principal consideration amount dues, without any delayed interest. The Complainant shall make timely payments of the dues, in accordance with the terms and conditions of the registered agreement for sale.
7. With the above directions, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA