

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000022884

Jyotsna Narendra Kesarkar ... Complainant

Versus

Mahendra Bhaskar Mhatre ... Respondent  
MahaRERA Regn.No. P51800009775

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was herself present.

Respondent was represented by Mr. Rohit R. Parsekar, Manager


**Order**

April 4, 2018

1. The Complainant has purchased an apartment bearing No. A-802 in the Respondent's project 'Udyam Kunj CHS Redevelopment Phase I' situated at Borivali, Mumbai via a registered agreement for sale dated November 19, 2016 and the date of possession as stipulated by the said agreement was November 30, 2016.
2. The Complainant has alleged that the respondent failed to hand over the possession of the said apartment within the stipulated period and therefore she prayed the Respondent be directed to commit to a definite timeline for handing over possession 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 7, 2018, the authorised representative of the Respondent submitted the construction work of the project, which is a redevelopment project, is delayed because of reasons which were beyond the Respondent's control.



4. It was observed that the Respondent's MahaRERA registration has expired. The authorised representative of the Respondent submitted that the Respondent was in the process of applying to MahaRERA, for the extension of registration period.
5. On the next date of hearing on April 4, 2018, the authorised representative of the Respondent submitted that they have applied for an extension of their MahaRERA registration period and that the Respondent is now committing to handover possession of the said apartment by May 31, 2018. The Complainant agreed to the revised date of possession, on the parties agreeing to a recalculated balance consideration amount, to be paid by the Complainant to the Respondent.
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 May 31, 2018, failing which the Respondent shall be liable to pay interest to the Complainant from June 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. The balance payments towards the consideration price of the said apartment shall be payable at the time of handing over possession and shall be as mutually agreed by the parties.
7. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA