

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC001000000000032

Minal Bhosale
Anil Bhosale

... Complainants

Versus

M/s. ShreePrakash Creative Buildcon J.V.
MahaRERA Regn.No. P51600007163

... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant, Mr. Anil Bhosle was himself present on February 12, 2018 but failed to appear on May 2, 2018.

Respondent was represented by Mr. Mrunal Pandya, Adv.

Order

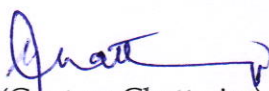
May 4, 2018

1. The Complainants have purchased an apartment bearing No. E-52 in the Respondent's project 'Le Regalia Phase II BLDG E AND F' situated at Nashik via registered agreement for sale dated October 18, 2014. The Complainants stated that the date of possession as stipulated by the said agreement was January 2016, as the date of possession was 15 months from the date of the agreement. The Complainants have alleged that the Respondent has failed to hand over the possession of the said apartment within the stipulated period and therefore they be directed to pay interest, on delay, per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*) and handover possession at the earliest.
2. During the hearing held on February 12, 2018, the authorised representative for the Respondent explained how the construction work of the project was delayed because of reasons which were beyond the Respondent's control and well stipulated for in the said agreement. However, he submitted that the Respondent is committing to



handover possession of the said apartment by June, 2018. He also submitted that sometime in December 2017, he had convened a meeting of the allottees of the said project, where a majority of the allottees were present, explained to them the mitigating circumstances due to which the completion of the project work had been delayed and thereafter which the allottees accepted the revised timeline of June 2018 for handing over possession.

3. Parties then sought time to amicably settling the matter.
4. Complainants were absent on the next date of hearing on May 2, 2018.
5. In view of the above facts, the Respondent shall, therefore, handover the possession of the said apartment, with Occupancy Certificate, to the Complainants before the period of June 30, 2018, failing which the Respondent shall be liable to pay interest to the Complainant from July 1, 2018 till the actual date of possession, on the entire amount paid by the Complainants 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.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA