

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000023906

Ganesh J Gawade ... Complainant

Versus

Assets Reality  
MahaRERA Regn. No. P51700008568 ... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present.

Respondent was represented by Mr. Ritesh Mishra, authorised representative.

**Order**


May 28, 2018

1. The Complainant has entered into a registered agreement for sale (*hereinafter referred to as the said agreement*) on April 5, 2016 to purchase a row house bearing No. 17 in the Respondent's project 'THE CHALETS AVENUE' situated at Ambernath, Thane. The Complainant has stated that the date of possession as stipulated by the said agreement was December, 2016 but the Respondent has failed to hand over the possession of the said row house till date. Therefore, they prayed that the Respondent be directed to pay interest, on delay, as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*). Further, they alleged that there is a discrepancy in the carpet area of the row house that will be handed over to them at the time of possession and that the Respondent is making illegal demands which are beyond than what was agreed in the said agreement.
2. The advocate for the Respondent explained how the construction work of the project could not be completed because of reasons which were beyond the Respondent's control. First, he submitted that, as on date, the project is physically completed and that the Respondent has applied for the part completion certificate in December, 2017



itself but the concerned local authority has neither rejected it nor approved it. Second, they submitted that as per the request of the row house purchasers, a decision was mutually taken by the allottees and promoters of the said project to tile the entire backyard and that as per the agreed terms the Complainants present in the said meeting of the allottees agreed to pay an additional sum of INR 59,566, as the said tiling work was not part of the said agreement. The said amount has been paid by most of the allottees of the said project. Finally, they submitted that the Respondent is committing to handover possession of the said row house as stipulated in the said agreement and there is no reduction in the carpet area.

3. The Complainant submitted that he is willing to make the required balance payments as stipulated in the said agreement and also the additional cost of INR 59,566.
4. In view of the above facts, the Respondent shall, therefore, handover the possession of the said row house, with Occupancy Certificate, to the Complainant before the period of December 31, 2018, failing which the Respondent shall be liable to pay interest to the Complainant from January 1, 2019 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, as agreed by the Complainant, the Complainant shall make the balance payment with applicable taxes as stipulated in the said agreement along with the additional cost of INR 59,566.
5. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA