

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO: CC006000000055603
Sadashiv and Swati Prabhu
2. COMPLAINT NO: CC006000000055991
Samir Kedia
3. COMPLAINT NO: CC006000000044487
Madhuri and Shashikant Juikar
4. COMPLAINT NO: CC006000000055606
Rajesh and Payal rangwani
5. COMPLAINT NO: CC006000000055073
Mahesh M Kelkar

... Complainants

Versus

Sheth Infraworld Private Limited
MahaRERA Regn. No. P51800000882

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant no. 2 was represented by Mr. Sachin Mhatre, Adv.

Complainant no. 3 was represented by Mr. K. D. Zuvekar, Adv.

Complainants no. 1, 4 and 5 were themselves present.

Respondent was represented by Mr. Nilesh Vedpathak, Authorised representative.


Order
October 01, 2018

1. The Complainants have purchased apartments in the Respondent's project 'SHETH MIDORI' situated at Borivali, Mumbai via registered agreements for sale. The Complainants have alleged that the date of possession, as stipulated by the said agreements is long over and that the Respondent is yet to hand over possession of the apartments till date. Further, they alleged that the Respondent is now demanding additional amounts for an alleged increase in the carpet area of the apartments; however, no details of the same are being provided. Therefore, they prayed that the Respondent be directed to pay them 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*) and commit to a reasonable timeline for handing over possession. Further, they prayed the Respondent may be directed to not demand any additional amounts as there has been no change in the carpet area of the apartments.

2. The learned Counsel for the Respondent submitted that the Respondent will handover possession of the apartments in accordance with the plan of the respective apartments as mentioned in the agreements for sale and that no further charges towards the carpet area will be demanded. Further, he submitted the Complainants have also defaulted in making payments on time.
3. Since the Respondent did not raise any demands for interest on the delayed payments made by the Complainants in their last demand letter, the Respondent's claim that the Complainants have also defaulted in making payments does not sustain.
4. In complaint no: CC006000000000814 pertaining to building C, MahaRERA has already directed the Respondent to handover possession of the apartments with Occupation Certificate by May, 2018, considering the mitigating circumstances that exist in the said project, failing which interest, on delay would be levied.
5. In view of the above facts, the Respondent shall, therefore, pay interest, on delay, to the Complainants from June 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. Further, the Respondent shall not demand any further amounts towards the change in carpet area of the apartments if the plan of the apartments remain the same as stated in the agreements for sale. The Complainants shall be required to make the balance consideration amount payments to the Respondent only at the time of delivery of possession of the apartments, after adjusting the receivable interest, on delay, as enumerated above.
6. Consequently, the matters are hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA