

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000001961

Ambrish Laxmidas Thakker C/o Mr. Sudhir Linge  
Parul Hansraj Rajpopat C/o Mr. Sudhir Linge ... Complainants

Versus

SSSC Escatics Pvt. Ltd. ... Respondent (1)  
Wadhwa Group Holdings Private Limited ... Respondent (2)  
MahaRERA Regn.No. P51800008831

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were represented by Mr. Sandip Vimadalal, Adv., Mr. Ashwin Poojari, Adv. (i/b. Vimadalal and Co Advocates and Solicitors)

Respondent (1) was represented by Ms. Neha Bhonsle, Adv., Mr. Karan Bhonsle (i/b NDB Law).

Respondent (2) was represented by Mr. Abir Patel, Adv., Mr. Abinash Pradhan, Adv. (i/b Wadia Gandhi & Co.).

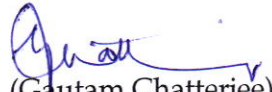
**Order**

February 27, 2018

1. The Complainants have entered into a registered agreement for sale (*hereinafter referred to as the said agreement*) on June 16, 2014 to purchase an apartment bearing No. 202, along with two car parking spaces in the Respondents' project 'Nest Wing A' located at Andheri, Mumbai. The Complainants alleged that Respondent (2) was to handover possession of the said apartment latest by April 2016 pursuant to the said agreement. Therefore, the Complainants have prayed that the Respondent be directed to pay them compensation as per the provisions of section 18 of the Real Estate (Regulation and Development) Act 2016.



2. On the first and second dates of the hearing on January 12, 2018 and January 31, 2018, parties sought time to settle the matter amicably.
3. On the next date of the hearing, on February 9, 2018, Complainants and Respondent (2) submitted that they have resolved the matter amicably. Further, advocate for Respondent (2) submitted that possession of the said apartment will be handed over by June, 2018. Respondent (1) submitted that they will procure the part Occupation Certificate for the said project, in accordance with the terms of the agreement between the Respondents, by June 30, 2018.
4. In view of the above facts, the Respondent (2) shall, therefore, handover possession of the said apartment, with Occupancy Certificate (to be procured by Respondent (1)), to the Complainants before the period of June 30, 2018, failing which the Respondents shall be liable to pay interest to the Complainants from July 1, 2018 till the actual date of possession, on the entire amount paid by the Complainants to the Respondents. 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.
5. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA