

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000012632

Laxman Salunkhe and Surekha Salunkhe ... Complainants

Versus

Nisar Realtor ... Respondent  
MahaRERA Regn. No. P51800003806

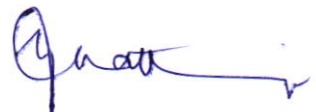
Corum:  
Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present along with advocates of M/s. Solicis Lex.  
Respondent was represented by Mr. Inder Bhatia, Partner along with Mr. Jenil Nisar,  
authorised representative.

**Order**

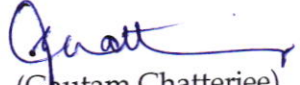
June 4, 2018

1. The Complainants have purchased an apartment bearing No 502 in the Respondent's project 'Rajal Classic' situated at Andheri, Mumbai via a registered agreement for sale dated November 5, 2015. The Complainants have alleged that the Respondent has not mentioned any date of handing over possession in the said agreement. Therefore, the Complainants prayed that the Respondent be directed to handover possession of the said apartment at the earliest and pay them interest for the delay in handing over possession. Further, they submitted there is a discrepancy in the carpet area that is being provided and as what was promised in the said agreement.
2. Authorised representative of the Respondent submitted that via a termination notice dated October 23, 2017, the Respondent has already terminated the said agreement for default in making payments by the Complainants and the matter is pending before the concerned forum. However, he submitted that the Respondent is willing to restore the status of the Complainants as allottees provided the Complainants pay the balance payments. Further, he submitted that the area that will be handed over to the



Complainants shall be, as is provided in the agreement for sale and in case of any difference in the area, the Respondent will address the same and adjust the consideration price accordingly, in accordance with the terms and conditions of the registered agreement for sale.

3. On review of the Respondent's MahaRERA registration it is observed that the respondent has put December 31, 2027 as the revised proposed date of completion which is an unreasonable time period for completion of the project. As per the provisions of the Rule 4 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 the revised date of possession for an ongoing project has to be commensurate with the extent of balance development.
4. In view of the above facts, Complainants' status as an allottee in the project is restored back. The Respondent shall handover possession of the said apartment, with Occupancy Certificate, to the Complainants before the period ending 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 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. The Complainants shall be required to make the balance payments (principal amount only) along with government taxes as applicable within 15 days from the date of this Order. The consideration price of the said apartment to be adjusted in case of any discrepancies in the carpet area and other usable area of the said apartment, as stated in the said agreement.
5. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA