

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000000113

Karishma Patel

... Complainant

Versus

Ekta Everglade Homes Pvt. Ltd
MahaRERA Regn.No. P51800000947

... Respondent

Coram:

Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainant was herself present.

Respondent was represented by Mr. Abir Patel, Advocate, (Wadia Gandhi & Co.)

Order

15th December 2017

1. The complainant has booked an apartment bearing No. A1201 in the Respondent's project 'EKTA TRIPOLIS Phase I' located at Goregaon, Mumbai through a provisional booking letter dated April 27, 2012 as per which the possession date was of December 2016.
2. The Complainant has alleged that the Respondent has failed to register the agreement for sale even though she has paid 74% of the consideration value. Further, she has alleged that the respondent has failed to hand over possession of the said apartment within the stipulated period and therefore she is entitled to be paid interest by the respondent as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*). She has further claimed that the Respondent has, by their letter dated August 8, 2017, cancelled the said provisional booking letter without refunding any amount paid by the complainant.



3. The advocate for the respondent stated that the respondent is willing to execute the agreement of sale for the said apartment.
4. On review of the respondent's MahaRERA registration it is observed that the respondent has put December, 2020 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.
5. In view of the above facts, the parties are directed to execute the agreement for sale as per the provisions of section 13 of the said Act and the rules and regulations made thereunder within 45 days from the date of this Order.
6. Further, the respondent is directed to handover the possession of the said apartment to the complainants before the period ending December 2018, with OC, failing which the respondent shall be liable to pay interest to the complainants 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.
7. Since the agreement for sale has not been executed and registered between the parties, provisions of Section 18 of the Act are not applicable in this case.
8. Respondent can raise demands of the balance consideration amount from the complainant, only if it is commensurate to the amount of work completed in the said apartment.
9. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA