

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000023150

Aditya Churi      ...      Complainant

COMPLAINT NO: CC006000000023301

Sapna and Bhavesh Jha      ...      Complainants

Versus

Mandar Associates      ...      Respondent  
MahaRERA Regn.No. P99000011492

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants represented themselves.

Respondent was represented by Ms. Shilpa Nair, Adv., Ms. Bella Lopes, Adv.


**Order**

April 5, 2018

1. The Complainants have purchased apartments in the Respondent's project 'CASSA BILSS' situated at Virar, Thane. The Complainants have alleged that at the time of booking, the Respondent had promised to make provisions of two lifts in the said project; however, he has failed to make provisions for the same. Further, they alleged that the Respondent was to handover possession of the apartments in 2014 but the Respondent has failed to do so. Therefore, the Complainants prayed that the Respondent be directed to handover possession of their apartments at the earliest along with the amenities as mentioned in the agreements for sale and to make provisions for the second lift as promised earlier. They have also prayed for interest for the delay.



2. The advocates for the Respondent submitted that the project could not be completed due to mitigating circumstances beyond the control of the promoter. They added that the Respondent has already installed the second lift and that the Respondent will complete the project along with amenities as stated in the agreements for sale, within two months. Further, they submitted that the present Complainants have bought the apartments not directly from the Respondent but from earlier buyers and certain payments towards taxes, which had become due in accordance with the agreements for sale, are yet to be paid by the Complainants. She also submitted that by an earlier Order dated March 5, 2018 MahaRERA, after taking into consideration the mitigating circumstances, has directed the Respondent to handover possession by May, 2018. The parties agreed to the revised timeline for possession.
3. In view of the above facts, the respondent shall, therefore, handover the possession of the apartments, with Occupancy Certificate, to the Complainants before the period of May, 2018, failing which the Respondent shall be liable to pay interest 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.
4. The Complainants shall pay the amounts due towards taxes to the Respondent, at the time of possession.
5. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA