

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000012800

Sunil Jajoo ... Complainant

Versus

Runwal Realty Private Limited ... Respondent
MahaRERA Regn.No. P51800000072

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA


Complainant was himself present.

Respondent was represented was initially represented by Mr. Vijay Rode, Adv. on 26th March 2018, but failed to appear on 2nd May 2018.

Order

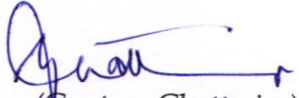
May 4, 2018

1. The Complainant purchased an apartment bearing No. B-201 in the Respondent's project 'Runwal Elina' situated at Andheri, Mumbai via a registered agreement for sale executed in September, 2015. The Complainant has stated that the date of possession as stipulated by the said agreement was December 2016 and that the Respondent has failed to hand over the possession of the said apartment within the stipulated period. Further, he alleged that the Respondent has been demanding certain charges for club house facility which is not being delivered as on date. Therefore, he prayed the Respondent be directed to pay him 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 that no demands should be raised for the club house facility until the same is provided for.
2. During the hearing held on March 26, 2018, advocate for the Respondent explained that the construction work of the project could not be completed because of reasons which were beyond the Respondent's control and for which reasonable extension of



time is stipulated for in the agreement. Further, he submitted that the part occupation certificate for the building in which the Complainant's apartment is situated, has been obtained and that the Respondent is in the process of handing over possession.

3. On the next date of hearing, the Respondent was not present. The Complainant stated that he would like to get a direction on his prayer that no demand should be raised for the club house facility which is not being provided. Hence, matter was concluded ex-parte.
4. On review of the Respondent's registration webpage it is observed that the Respondent has not registered the said club house facility with MahaRERA.
5. In view of the above facts, the Respondent is hereby directed that they shall not demand charges for the facilities/amenities like club house, that are part of the agreement for sale but are not being provided at the time of handing over possession and until such time the said facilities/amenities are provided for. The Complainant is advised to take possession of the said apartment at the earliest.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA