

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000000788

Brian Aranha ... Complainant

Versus

RNA Corp Pvt. Ltd ... Respondent  
MahaRERA Regn.No. P51700008296

Complainant was himself present with Mr. Nilesh Das, Advocate  
Respondent was represented by Mr. Subit Chakrabarti, Advocate, (i/b. Vidhii Partners.)

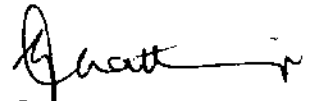
**Order**

29<sup>th</sup> December 2017

1. The Complainant has booked an apartment bearing A -201 in the Respondent's project 'RNA Viva' situated at Mira Road, Mumbai, through a registered agreement for sale dated September 6, 2014. Though the agreement does not mention the date of possession, the Complainant alleged that he was promised with a possession date of December 2015 and also promised delayed interest if possession is not handed over by December 2016.
2. The Complainant has made the following allegations in his complaint:
  - A) There is a variation in the carpet area and design of the apartment as promised to him.
  - B) The Respondent has failed to hand over possession of the said apartment within the stipulated period, though he has collected 97% of the consideration amount. Therefore, he is liable to be paid interest as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*).



3. During the hearing, the Respondent clarified the Complainant's doubts about the variation in the carpet area and design of the said apartment and the Complainant accepted the same, after being satisfied with the explanation offered. The Respondent also explained that the delay in completing the project is not solely attributable to him. He further said that the project is now at an advanced stage of completion, as borne out by the updated status of the project available on the MahaRERA website and shall be completed by the revised date of 31<sup>st</sup> July 2018, mentioned therein.
4. During the hearing, both the parties agreed that in lieu of the delay in handing over the possession of the flat, the Respondent shall not raise the balance 3% consideration amount demand and the same should be treated as interest for delay, payable by the Respondent to the Complainant.
5. Consequently, the matter is hereby disposed of.



(Gauram Chatterjee)  
Chairperson, MahaRERA