

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000023366

Mangalmurti Vanijya Pvt Ltd ... Complainant

Versus

Parinee Realty Pvt Ltd  
MahaRERA Regn. No. P51800003709 ... Respondent

COMPLAINT NO: CC006000000023364

Longlife Vinimay Pvt Ltd ... Complainant

Versus

Parinee Realty Pvt Ltd  
MahaRERA Regn. No. P51800003709 ... Respondent

Corum:

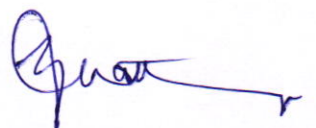
Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present a/w Anil Sablawat, Adv.  
Respondent was represented by Juris Consillis, advocates.


**Order**

May 24, 2018

1. The Complainants have purchased apartments bearing Nos. B - 501 and 601 in the Respondent's project '11 West' situated at Andheri, Mumbai via registered agreements for sale dated November 27, 2013 and November 6, 2013. The Complainants stated that the date of possession as stipulated by the said agreements was within 12 months from the date of the said agreements.



2. The Complainants alleged that the respondent has failed to hand over possession of the said apartments within the stipulated period and therefore they be directed to pay interest as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*). Further, the Complainants alleged that the proposed residential project "11 WEST" is not developed and completed by the Respondent in accordance with the agreed terms at the time of booking, specifically, there are discrepancies pertaining to the carpet area and therefore the Respondent be directed to pay them compensation in terms of section 12 of the said Act.
3. The advocate for the Respondent submitted that the construction work of the project is delayed because of reasons which were beyond the Respondent's control and well stipulated for in the said agreement. Further, he submitted that the Respondent has obtained the part - occupation certificate for the said apartments in April, 2018 and had already sent out intimation of the same to the Complainants. He also submitted the Respondent is handing over possession of the said apartments as per the terms as agreed between the parties in the said agreements.
4. The Complainants' prayers pertaining to violations of section 12 of the said Act are not maintainable as the parties have subsequently executed and registered the agreements for sale.
5. Further, since the Respondent has already obtained part occupation certificate for the building up to the 9<sup>th</sup> floor and has offered possession of the said apartment to the Complainants, provisions of section 18 of the said Act do not apply in the present case which will be applicable only if the promoter fails to complete or is unable to give possession of apartment....
6. In view of the above facts, the Complainants are advised to take possession of the said apartments at the earliest according to the provisions of section 19 of the said Act.
7. Consequently, the matters are hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA