

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC004000000010032

Anil Kumar Prajapati

... Complainant

Versus

M.M. Developers and Builders  
MahaRERA Regn. No. P50500009311

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

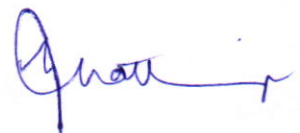
Complainant was himself present.

Respondent was represented by Mr. Vinay Deotale, Adv. a/w Mr. Sarang Bhusari, Adv.

**Order**

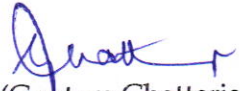
June 29, 2018

1. The Complainant has purchased an apartment bearing no. A-302 in the Respondent's project 'SHRUSHTI ENCLAVE' situated at Gonhi Sim, Nagpur via a registered agreement for sale dated May 28, 2015. The Complainant has alleged that the date of possession as stipulated by the said agreement is long over and that the Respondent has failed to handover possession of the said apartment, till date. Therefore, he prayed that the Respondent be directed to pay him interest for the delay in handing over possession.
2. The Learned Counsel for the Respondent explained how the construction work of the project could not be completed because of reasons which were beyond the Respondent's control. Further, he submitted that the Respondent is now committing to handover possession of the said apartment by July, 2018. The Complainant agreed to the revised timeline given by the Respondent.
3. In view of the above facts, the Respondent shall, therefore, handover the possession of the said apartment, with Occupancy Certificate, to the Complainant before the period



of July 31, 2018, failing which the Respondent shall be liable to pay interest to the Complainant from August 1, 2018 till the actual date of possession, on the entire amount paid by the Complainant 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. The Respondent shall complete all remaining work including fixing of the gate of the boundary wall, installation of lift and other incomplete internal work in the said apartment

4. The Respondent shall pay the Complainant INR 20,000 for the cost of filing this complaint and ancillary charges.
5. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA