

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000023068

Uday Kalghutkar ... Complainant

Versus

Wheelabrator Alloy Castings Limited

MahaRERA Regn. No. P51800001838 ... Respondent

Complainant was himself present along with Mr. Avinash Pawar, Adv.

Respondent was represented by Mr. Abir Patel, Adv. (i/b Wadia Ghandy & Co.).

Order

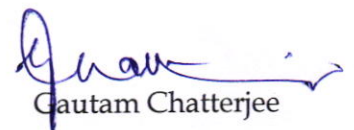
June 4, 2018

1. The Complainant has booked an apartment bearing no. T8-1301 in the Respondent's project 'Runwal Forest Tower 5 -8' situated at Bhandup, Mumbai through an allotment letter dated November 15, 2014. The Complainant has alleged that even after having paid 54% of the consideration price, the Respondent has failed to execute the agreement for sale. Further, they stated that the Respondent had promised that possession of the said apartment will be handed over in August, 2019, however, the draft agreement for sale provided by the Respondent states the date of possession as April, 2021. Therefore, the complainant prayed that the Respondent be directed to execute and register the agreement for sale with the possession date as August, 2019 or refund the amount paid along with interest.
2. The learned counsel for the Respondent explained how due to reasons beyond the Respondent's control, the project could not proceed as per timelines planned initially. However, now the work of construction is in full swing and he will be able to complete the said project before April 30, 2021 as stated in their MahaRERA registration. He further submitted that he had on many occasions called upon the Complainant to come forward and execute the registered agreement. Therefore, he submitted that the Respondent is, even now,



willing to execute and register the agreement for sale with the date of possession as April 30, 2021 which is the date that has been put in all other agreements that they have executed.

3. The Complainant insisted that the Respondent should shift his allotment from the 13th floor to the 49th floor, if the date of possession is April 30, 2021. The learned counsel for the Respondent argued that the Respondent does not have the required approvals of the Competent Authority for the upper floors to execute and register the agreement for sale for the 49th floor as on date. However, the Respondent commits to have the same executed and registered once the sanctions are obtained and the Complainant agrees to pay the differential amount for floor price etc. Further, he submitted that the Respondent as on date is willing to shift the Complainant's allotment to the 19th floor, up to which approvals are in place, without any change in the consideration price.
4. As per the provisions of the Rule 4 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 the revised date of possession for an ongoing project has to be commensurate with the extent of balance development.
5. In view of the above facts, the parties, if the Complainant is willing to continue in the project, are directed to execute the agreement for sale as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder within 30 days from the date of this Order, with possession date before the period ending December 31, 2020.
6. Consequently, the matter is hereby disposed of.



Gautam Chatterjee

(Chairperson, MahaRERA)