

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000001927

Satish Sasane
Amit Malbari

... Complainants

Versus

Ramji Shah
Shah Housecon Private Limited
MahaRERA Regn.No. P51800003642

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present.

Respondent was represented by Adv. Abir Patel (Wadia Gandhi & Co.).

Order

January 15, 2018

1. The Complainants have purchased an apartment bearing No. A-1204, in the Respondent's project 'SHAH ARCADE III' situated at, Malad, Mumbai vide an agreement for sale dated 11th September 2014. The Complainants have alleged that the date of possession as stipulated by the said agreement was December 2015. Further, they have alleged that the Respondent is not allocating parking space to the Complainants even after repeated requests.
2. The Complainants have alleged that since the respondent has failed to hand over the possession of the said apartment within the stipulated period, they are eligible to seek 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. The advocate for the Respondent argued that no definite date of possession, as alleged by the Complainants, is mentioned in the said agreement for sale. As per the agreement, possession of the said apartment is to be handed over only after receiving the occupation certificate from the concerned local authorities. Specifically, he argued that no date of possession has been mentioned in any of the agreements for sale executed by the Respondent for the said project, as the project is a slum rehabilitation project involving high risk due to the nature of the project. However, he stated that the project is at an advanced stage of completion and the Respondent is willing to handover possession of the said apartment by July, 2018. Further, he added that if the Complainants intend to buy a covered parking space for themselves, the Respondent is willing to allot the same on receipt of the required charges.
4. In view of the above facts, the Respondent shall, therefore, handover the possession of the said apartment, with Occupancy Certificate, to the complainants before the period of July 31, 2018, failing which the Respondent shall be liable to pay interest to the Complainants 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.
5. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA