

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC005000000010762

Jagdish Hanamantache

... Complainant

Versus

Nahar Homes LLP
MahaRERA Regn.No. P52100001179

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present.

Respondent was represented by Mr. Daulat Raut, Adv.

Order


April 17, 2018

1. The Complainant has purchased an apartment bearing No. B2 - 902 in the Respondent's project 'F Residences' situated at Balewadi, Pune via a registered agreement for sale dated August 11, 2016. The Complainant alleged that the date of possession as stipulated by the said agreement is February 2018, as the date of possession was 18 months from the date of the agreement. However, the Respondent has failed to hand over possession of the said apartment within the stipulated period and therefore he prayed that the Respondent be directed to pay him interest, on delay, 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 Complainant alleged that pursuant to the said agreement, the Respondent is required to provide parking facility based on certain robotic technology; however, he fears that the Respondent may not provide the same at the time of handing over possession.
2. The advocate for the Respondent argued that the construction work of the project is delayed because of reasons which were beyond the Respondent's control and the Respondent has already informed the Complainant via letter dated March 17, 2018



that possession of the said apartment will be handed over to him within two months. Further, he submitted the said parking facility will be provided at the time of handing over possession, in accordance with what is provided in the agreement for sale.

3. The Complainant accepted that the said letter has been received by him and that he only insists on having the possession of the apartment handed over to him as has been stated in the letter, along with the said parking facility.
4. In view of the above facts, the Respondent shall, therefore, handover the possession of the said apartment, with Occupancy Certificate, along with the parking facility as stated in the said agreement, to the Complainant before the period of May, 2018, failing which the Respondent shall be liable to pay interest to the Complainant from June 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