

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO: CC006000000023372
Pawan Lakhotia
2. COMPLAINT NO: CC006000000023716
Nilesh Dattaram Ghatge
3. COMPLAINT NO: CC006000000023917
Laxmi and Ajay Gaikwad
4. COMPLAINT NO: CC006000000023932
Nilesh Prabhulkar
5. COMPLAINT NO: CC006000000044256
Jatin Sarode

... Complainants

Versus

Sheth Infraworld Private Limited
MahaRERA Regn. No. P51800000882

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present a/w Mr. Sachin Mhatre, Adv.
Respondent was represented by Mr. Kishor Salunkhe, Adv.

Rectified Order

August 13, 2018

Order was passed on June 08, 2018. Submissions and operative part with respect to Complaint no: CC006000000023932 is clarified based on the rectification application made by the complainant in the said complaint via email dated June 12, 2018. Rectified Order is enumerated in para 5 and 7 below.

1. The Complainants have purchased apartments in the Respondent's project 'SHETH MIDORI' situated at Borivali, Mumbai via registered agreements for sale. The Complainants have alleged that the date of possession, as stipulated by the said agreements, was 2016 and that the Respondent has failed to hand over possession of




the apartments till date. Further, they alleged that the Respondent is now demanding additional amounts for an alleged increase in the carpet area of the apartments; however, no details of the same are being provided. Therefore, they prayed that the Respondent be directed to pay them 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*) and commit to a reasonable timeline for handing over possession. Further, they prayed the Respondent may be directed to not demand any additional amounts as there has been no change in the carpet area of the apartments.

2. The learned Counsel for the Respondent submitted that the Respondent will handover possession of the apartments in accordance with the plan of the respective apartments as mentioned in the agreements for sale and that no further charges towards the carpet area will be demanded.
3. The Complainants also requested that the Respondent be directed to pass on the GST input tax credit to them.
4. In complaints no: CC006000000000889 pertaining to building B and CC006000000000814 pertaining to building C, the Respondent has been directed to handover possession of the apartments with Occupation Certificate by March, 2018 and May, 2018 respectively, failing which interest, on delay would be levied.
5. Complainant in Complaint no: CC0060000000023932 prayed that since he has made 100% payment to the Respondent in June, 2017, he should get set off of 5% of his consideration price as was directed by MahaRERA in respect of Complaint no: CC006000000000889. In Complaint no: CC006000000000889, since the Complainant had already made payments up to 95% in November 2016 itself, the Respondent was directed to set off the remaining 5% payment in lieu of the interest payable by the Respondent for delay in handing over possession of the said apartment.
6. In view of the above facts, the Respondent shall, therefore, pay interest, on delay, to the Complainants whose apartments are in building B from April 1, 2018 and for Complainants whose apartments are in building C from June 1, 2018 till the actual date of possession, on the entire amount paid by the Complainants 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. Further, the Respondent shall not demand any further amounts towards the change in carpet area of the apartments if the plan of the apartments remain the same as stated in the agreements for sale. Additionally, the Respondent shall pass on the GST input tax credit benefit to the Complainants. The Complainants shall be required to make the balance consideration amount payments to the Respondent only at the time of delivery of possession of the apartments, after adjusting the receivable interest, on delay, as enumerated above.

7. In respect of Complaint no: CC006000000023932, since the Complainant has paid 100% of the consideration amount to the Respondent in June 2017, the Respondent shall refund 5% of the consideration amount to the Complainant, in lieu of the interest payable by the Respondent for delay in handing over possession of the said apartment, in addition to the interest payable as enumerated above in para 6, as the payments were collected prematurely.
8. Consequently, the matters are hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA