

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000012198

Yash Bhandari

... Complainant

Versus

Swastik Realty Pvt Ltd
MahaRERA Regn.No. P51800005637

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present along with Ms. Sunita Kabade, Adv.

Respondent was represented by Mr. Wani, M.D. along with Mr. Abir Patel, Adv., (Wadia Gandhi & Co.).

Order

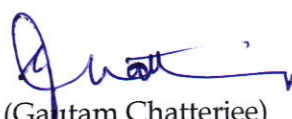
April 27, 2018

1. The Complainant has purchased an apartment bearing no. 702 in the Respondent's project 'Chaitra CHS Ltd' situated at Andheri, Mumbai via a registered agreement for sale (*hereinafter referred to as the said agreement*) dated March 25, 2015. The Complainant has stated that the date of possession as stipulated by the said agreement is March 2017, as the date of possession was 240 months from the date of the agreement. He alleged that the Respondent has failed to hand over the possession of the said apartment within the stipulated period and therefore they be directed to pay 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 handover possession of the said apartment at the earliest.
2. The authorised Representative for the Respondent explained how the construction work of the project has been delayed because of mitigating circumstances and reasons which were beyond the Respondent's control. Further, he submitted that the Respondent is willing to handover possession of the said apartment by December 2018



and that the Respondent will not raise any demands for the balance payments till the time of handing over possession. The Complainant agreed to the explanation offered by the Respondent. Both the parties agreed to the revised possession date of December, 2018 and that the balance consideration amount will be payable only upon possession.

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 December 31, 2018, failing which the respondent shall be liable to pay interest to the Complainant from January 1, 2019 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 raise demand for the balance payments towards the consideration price for the said apartment, only at the time of handing over possession.
4. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA