

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO. CC006000000012809
Sanjeev Kumar Singh
2. COMPLAINT NO. CC006000000023717
Jasvinder Madanlal Obhan
3. COMPLAINT NO. CC006000000044127
Narendra Kumar Venkatesh Kairamkonda
4. COMPLAINT NO. CC006000000054810
Dilip Pandurang Prabhulkar
5. COMPLAINT NO. CC006000000054928
Deepika Bandivadekar

... Complainants

Versus

Dinesh Ghadge
MahaRERA Regn. No. P51900005892

... Respondent

Corum:

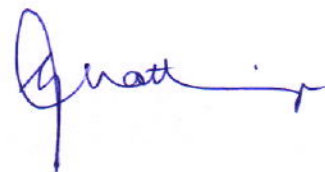
Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present a/w Mr. Sriraj Menon, Adv., (i/b M/s. MJ Juris).
Respondent was represented by Mr. Varun Ghadge, Authorised representative a/w Mr.
Shashikant Kadam, Adv.

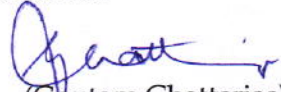
Order

September 6, 2018

1. The Complainants have purchased apartments in the Respondent's project 'ANURADHA TOWER' situated at Sion, Mumbai via registered agreements for sale (*hereinafter referred to as the said agreements*). The Complainants have alleged that the date of possession as stipulated by the said agreements is long over and that the Respondent has failed to handover possession of the apartments, till date. Therefore, they prayed that the Respondent be directed to pay them interest for the delay in handing over possession and commit to a reasonable timeline for handing over possession.



2. The authorised representative for the Respondent submitted that the project could not be completed for reasons beyond the Respondent's control. Specifically, he submitted that there were delays in receiving sanctions and approvals from the concerned local authority. Further, he informed that the Respondent has filed suits against the Complainants for termination of the said agreements as the Complainants have failed to make payments on time. Specifically, he submitted the area of the apartments have increased and the Complainants are refusing to pay for the increased area. He also submitted that the Respondent is now committing to handover possession of the apartments by December 31, 2018.
3. The Complainants submitted that they are willing to pay for the increase in the carpet area; however, the Respondent has been charging for the same at an increased rate. Further, they submitted that this Authority has already passed Orders in In Complaint Nos: CC006000000022825, CC006000000012686, CC006000000023926, CC006000000044135 and CC006000000044062 filed against the said project and prayed that the same Orders be made applicable to them.
4. In view of the above facts, the Respondent shall, therefore, handover the possession of the apartments to the Complainants before the period of December 31, 2018, failing which the Respondent shall be liable to pay interest to the Complainants from January 1, 2019 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. The amount to be paid by the Complainants for the enhanced carpet area shall be in accordance with the price per square feet of carpet area, as agreed in the said agreements. Parties to execute and register supplemental agreements for the same within 45 days from the date of this Order. Further, the Respondent shall be entitled to demand the balance payments to the extent of principal amount only as per the terms and conditions of the said agreements.


(Gautam Chatterjee)
Chairperson, MahaRERA