

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000022944

Indu and Manish Bansal ... Complainants

Versus

Parinee Realty Private Limited ... Respondent
MahaRERA Regn.No. P51800001852

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were represented by Mr. Altamish, Adv.

Respondent was represented by Mr. Dharmesh Chevli, Manager alongwith Mr. Vaibhav Krishna, Adv (M/s. Juris Consillis)

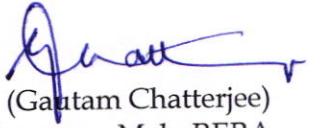
Order

March 21, 2018

1. Complainants have purchased an apartment bearing No. 103-B in the Respondent's project 'Parinee Adney' situated at Borivali, Mumbai via a registered agreement for sale dated May 2, 2013. They alleged that pursuant to the said agreement, Respondent was to handover possession of the said apartment within 30 months from the date of the said agreement, however, the Respondent has failed to do so.
2. Complainants therefore prayed the Respondent be directed to handover possession of the said apartment to them at the earliest and pay them 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. Advocate for the Respondent argued the structure has been ready since March 2017, however, there has been delay in handing over possession due to certain mitigating circumstances which are well stipulated for in the said agreement under clause 19(e).



4. Specifically, he argued since the said project is that of a slum redevelopment, there were various delays in receiving the sanctions and approvals from the concerned local authority. Further, he submitted the Respondent is willing to hand over possession of the said apartment to the complainants by July, 2018 which is much earlier than the date that is mentioned in their registration webpage, which is December 31, 2019.
5. 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 complainant from August 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 demand the balance payments from the Complainants only at the time of handing over possession of the said apartment.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA