

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC004000000010037

Rasik Fulzele

... Complainant

Versus

Mahindra Bebanco Developers Limited
MahaRERA Regn. No. P52000001590

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA


Complainant was himself present.

Respondent was represented by Mr. Abir Patel, Adv. along with Mr. Manish Vora, Adv. (i/b Wadia Gandhi & Co.).

Order

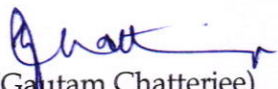
May 30, 2018

1. The Complainant has purchased an apartment bearing No. C-704 in the Respondent's project 'Bloomdale Building 04' situated at Khapri, Nagpur via a registered agreement for sale dated December 19, 2014. The Complainant has alleged that the date of possession as stipulated by the said agreement was April 2016, however, the Respondent has failed to hand over possession of the said apartment within that stipulated period and therefore they be directed to handover possession at the earliest and pay him interest as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*). Further, he alleged there are issues pertaining to the quality of workmanship in the said apartment.
2. During the hearing held on April 16, 2018, the advocate for the Respondent submitted that upon completion of the project, the possession of the said apartment has already been offered to the Complainant on April 8, 2018. Further, he submitted that the Respondent has also offered compensation for the delay to the Complainant in



accordance with the specific clause in their registered agreement for sale. However, the Complainant is yet to accept the said compensation.

3. On the next date of hearing, on May 28, 2018, the advocate for the Respondent submitted that the Complainant, at the time of taking over possession, has already signed an inspection report on April 21, 2018 which states that all issues pertaining to workmanship have been rectified.
4. It was explained to the Complainant that the provision of Section 18 of the Act pertaining to interest on delay will not apply in this completed project. However, the quantum of compensation for delay would be guided by the specific clause pertaining to the same, duly agreed upon between the two parties in their registered agreement for sale. It was further explained to the Complainant that the 5 year defect liability period shall apply to this registered project and the Complainant can approach MahaRERA for any contravention of provisions of Section 14(3), in the future.
5. In view of the above facts, the Respondent is directed to pay the Complainant, compensation for the delay in handing over possession as stipulated by the said agreement, within 30 days from the date of this Order.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA