

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC001000000000012

Sudesh Sharma ... Complainant

Versus

Ekta Housing Pvt.Ltd. ... Respondent  
MahaRERA Regn.No. P51600000685

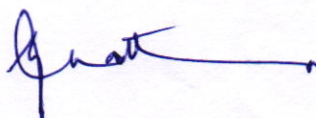
Coram:  
Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present.  
Respondent was represented by Mr. Abir Patel, Adv.(Wadia Ghandy & Co)

**Order**

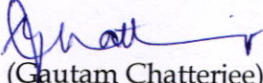
21<sup>st</sup> March 2018

1. The Complainant has purchased an apartment bearing No. 801, 8<sup>th</sup> Floor in P Wing in the Respondent's project 'Ekta Greenville' located at Nashik through a registered agreement for sale executed in February 2014 with a possession date of 31st December 2015.
2. The Complainant further stated that he has paid a significant amount to the Respondent and alleged that the Respondent has failed to hand over the possession of the said apartment within the stipulated period and therefore, he is entitled to be paid interest by the Respondent till the date of possession.
3. The Advocate for the Respondent explained the mitigating circumstances beyond his control due to which the project completion has been delayed. Further, referring to clause 43 of the said agreement, he stated that the Respondent is entitled to reasonable extension of time for giving delivery of the said apartment, if the completion of project is delayed



on account of events, which are beyond his control. The Respondent further agreed to waive the future balance payments of the consideration amount. However, the Complainant has to pay only the statutory dues as applicable to him at the time of possession which shall be on or before 31<sup>st</sup> December 2018. Both the parties agreed to this arrangement.

4. In view of the above facts and as agreed by the parties, the Respondent shall handover the possession of the said apartment to the Complainant before the period ending December 2018, with OC, 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.
5. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA