

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000000572

Virendra Ashok Pandare ... Complainant  
Versus  
Geetai Developers Pvt.Ltd. ... Respondent  
MahaRERA Regn.No. P51800008680

**Order**

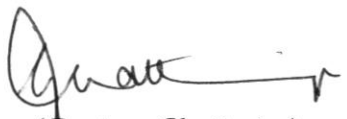
16<sup>th</sup> November 2017

1. For the first hearing on 7<sup>th</sup> November 2017, the Complainant himself was present, Respondent was absent. The matter was adjourned.
2. The complainant has filed this complaint, wherein they have stated that they have entered into agreement for sale vide 8<sup>th</sup> February 2013 to purchase an apartment in Respondent's above mentioned Project. The complainant has paid 90% of the total consideration to the respondent. The date of possession was December, 2015, but till date the complainant has not received possession. Moreover, the Respondent has put a revised date of completion on MahaRERA website as 31<sup>st</sup> December 2021, even though the construction of project is nearing completion. The complainant is not ready to wait till that time and requested for directions to the Respondent for handing over early possession of the apartment, and interest on the money paid to the Respondent.
3. For the second hearing on 15<sup>th</sup> November 2017, the Complainant himself and Shri Rahul Shelar, Advocate, representing the Respondent, were present. The Respondent stated that 90% construction work of the project is completed and the same is commensurate with the percentage of consideration amount collected from the complainant. He further said that the Respondent is ready to handover the possession of said apartment, to the complainant much earlier than the date of completion put on the MahaRERA website.
4. The revised date of possession for an ongoing project has to be commensurate with the extent of balance development as per Rule 4 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017. The respondent shall, therefore, handover the possession of the said apartment to the complainant before the period of 31<sup>st</sup> March 2018, failing which the respondent shall be liable to pay interest to the complainant from 1<sup>st</sup> April 2018 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 of the State Bank of India highest Marginal Cost of Lending Rate prevailing at such time plus two percent, 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