

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000054570

Puneet N Shah ... Complainant

Versus

Ashwamedh Builders and Developers Mumbai
MahaRERA Regn. No. P51800005636 ... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

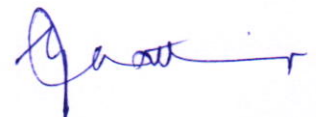
Complainant was himself present.

Respondent was represented by Mr. Chintan Shah, authorised representative.

Order

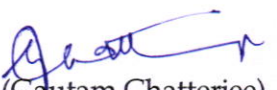
June 20, 2018

1. The Complainant has purchased an apartment bearing no. 703 in the Respondent's project 'ASHWA PLATINUM' situated at Mulund, Mumbai via a registered agreement for sale dated November 17, 2014. The Complainant has stated that the date of possession as stipulated by the said agreement was March, 2016 and that the Respondent has failed to handover possession of the said apartment, till date. Therefore, he prayed that the Respondent be directed to pay him interest for the delay in handing over possession.
2. The learned Counsel for the Respondent explained how the construction work of the project could not be completed because of reasons which were beyond the Respondent's control. Further, he submitted that the Respondent is committing to handover possession of the said apartment by April, 2019. The Complainant accepted the revised timeline for delivery of possession of the said apartment.
3. In view of the above facts, the respondent shall, therefore, handover the possession of the said apartment, with Occupancy Certificate, to the Complainant before the period



of April 30, 2019, failing which the respondent shall be liable to pay interest to the Complainant from May 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. The balance consideration amount shall be payable as agreed between the parties.

4. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA