

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000023456

Devang Kakkad

... Complainant

Versus

Urvi Realtors
MahaRERA Regn.No. P51800008732

... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

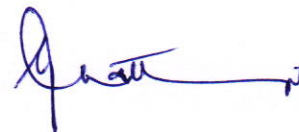
Complainant was himself present along with Mr. Asish Baphana, Adv.

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


Order

May 2, 2018

1. The Complainant has purchased an apartment bearing no. A1102 in the Respondent's project '4810 Heights' situated at Borivali, Mumbai via a registered agreement for sale (*hereinafter referred to as the said agreement*) dated January 24, 2012. The Complainant stated that the date of possession as stipulated by the said agreement was March 2013. He alleged that the Respondent has failed to hand over possession of the said apartment within the stipulated period and therefore they be directed to pay interest, on delay, as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*) and handover possession of the said apartment at the earliest.
2. The advocate for the Respondent explained how the construction work of the project was delayed because of mitigating circumstances and reasons which were beyond the Respondent's control. Further, he submitted that the Respondent would be able to handover possession of the said apartment by December 2018. The Complainant agreed with the explanation offered and agreed to the mutually revised schedule of balance payments as well as the proposed date of possession by December, 2018.



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 December 31, 2018, 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. The schedule of balance payments shall be as mutually agreed between the parties.
4. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA