

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO : CC005000000010663
Vivek Shashikant Agarwal ... Complainant

COMPLAINT NO : CC005000000010610
Vivek Shashikant Agarwal ... Complainant

Versus

Nirman Constructions ... Respondent
MahaRERA Regn.No. P52100006577

Corum:
Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant represented by Mr.M.V.Sahasrabhudhe, Adv.
Respondent represented by N.M.Bharati, Adv.


Order

March 5, 2018

1. The Complainant has purchased two apartments bearing nos. 601 and 604, along with two car parking spaces, via registered agreements for sale (*hereinafter referred to as the said agreement*) dated July 25, 2014 and August 20, 2014 in the Respondent's project 'AUDUMBER C AND D WINGS' situated at Hadapsar, Pune. Further, the Complainant stated that pursuant to the said agreements for sale, the Respondent is required to provide an access road for a 4-wheeler vehicle to pass from Radhika Garden, constructed on the part of the same layout by the promoter. The Complainant alleged that as per clause 13 and clause 7 of the said agreements, the Respondent was to handover possession of the said apartments, along with the access road, within 12 months from the date of signing of the said agreements, but has failed to do so. Therefore, the Complainant prayed the Respondent be directed to complete the construction, obtain completion certificate and hand over actual, physical possession of the said apartments along with the access road as promised, to the Complainant at the earliest.



2. The Advocate for the Respondent argued that the Respondent has already given possession to the other allottees in the said project and the building is already occupied. Further, he argued that possession of the said apartments was also offered to the Complainant along with the other allottees but the Complainant refused to take possession as there was no completion certificate obtained for the said project. He submitted that the Respondent will obtain the completion certificate for the said project by March 31, 2018 and that the said access road will also be provided then. The Complainant accepted the same.
3. In view of the above facts, the respondent shall, therefore, handover possession of the said apartments, along with the said access road, to the Complainant before the period of March 31, 2018, failing which the respondent shall be liable to pay interest to the Complainant from April 1, 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 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.
4. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA