

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,  
MUMBAI**

**Complaint No. CC006000000057866**

Veena Vinod Mahendra

..... Complainant

**Versus**

L&T Parel Project LLP and 3 others

..... Respondents

Project Registration No. P51900006593

**Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA**

Adv. Paresh Jhakar appeared for the complainant.


Adv. Anosh S a/w Adv. Gauri Tyagi for the respondent.

**ORDER**

(07<sup>th</sup> June, 2019)

1. The complainant has filed this complaint seeking possession of the flat No. 3803, at 38<sup>th</sup> Floor of T4 Wing in the project "**CRESCENT BAY**" being developed by the respondents Jerbai Wadia Road, Bhoiwada Parel Mumbai along with interest for delay under Section-18 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as RERA).
2. The complaint was heard in the presence of concerned parties. During the hearing, the complainant submitted that, she had purchased a flat in the respondent's project and had executed the agreement for sale on 21<sup>st</sup> May, 2015. According, to the agreement for sale, the total consideration of the flat was Rs. 4,25,06,360/- and that the respondents were supposed to handover the possession of the flat on or before September 2017 with a grace period of six months i.e. on or before March 2018. The complainant further submitted that, she had paid the whole consideration amount to the respondents but the respondents were demanding more money and unwilling to handover the possession.

3. The respondents in their argument submitted that, they had received the occupancy certificate from the concerned authorities on 15<sup>th</sup> March, 2018 which was within the stipulated time to handover the possession. They also submitted that, a notice was served to the complainant to take the possession by paying the outstanding amount but the complainant failed to do so. They submitted that, the additional amount which they were demanding was according to the agreement for sale and included amount which was to be paid at the time of possession along with the charges for club house and corpus fund etc. They also stated that ~~he had~~ <sup>they had</sup> given around six reminders to the complainants for making the payments and take the possession.
4. In view of the above facts, MahaRERA feels that, the amount being demanded by the respondents is in accordance with the agreement for sale and since the respondents had received the occupancy certificate before the date of possession mentioned in the agreement, they are not liable to pay any interest to the complainant for delay.
5. The complainant is therefore, directed to make the balance payments in accordance with the agreement for sale and take the possession of the flat. The respondents are also directed, to handover the possession of the flat to the complainant immediately upon clearance of arrears by the complainant.
6. With the above directions, the complaint stands disposed of.

  
(Dr. Vijay Satbir Singh)  
**Member - 1/MahaRERA**