

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY  
AUTHORITY  
MUMBAI  
COMPLAINT NO: CC006000000000113

Karishma Na Patel  
Complainant

...

Versus

Ekta Everglade Homes  
Private Limited  
MahaRERA Regn.No. P51900008923  
... Respondent

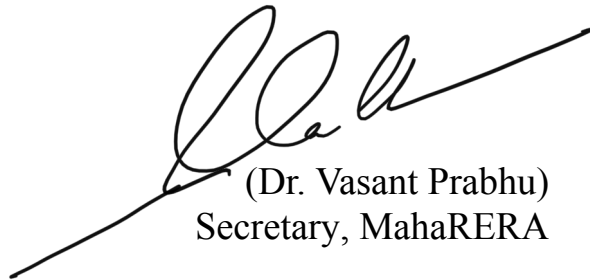
Coram: Dr. Vasant Prabhu, Secretary  
Complainant represented by Mr. Kaustabh, Adv  
Respondent represented by Ms. Ranjana Parab, Adv

**Order**  
December 30, 2020

1. The Complainant has filed the present application for noncompliance of the MahaRERA Order dated December 15, 2017 in Complaint no: CC006000000000113 (hereinafter referred to as *the said Complaint*) by the Respondent.
2. In the said Complaint, the Respondent was directed by MahaRERA to handover the possession of the apartment with occupancy Certificate, to the Complainant before the period of December 31, 2018.
3. The learned counsel for the Respondent submitted that the project completion has been delayed due to certain mitigating circumstances beyond the control of the Respondent, however, the Respondent will shortly obtain the occupation certificate for the said project in the near future. Further, she submitted that the Respondent is

willing to adjust/set off the interest amount against the balance amount payable by the Complainant.

4. In view of the above, the Respondent is directed to endeavour to complete the said project at the earliest and setoff/adjust the interest amount as applicable at the time of handing over possession.
5. Consequently, the present application is hereby disposed of.



(Dr. Vasant Prabhu)  
Secretary, MahaRERA

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000000113

Karishma Patel

... Complainant

Versus

Ekta Everglade Homes Pvt. Ltd  
MahaRERA Regn.No. P51800000947

... Respondent

Coram:

Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainant was herself present.

Respondent was represented by Mr. Abir Patel, Advocate, (Wadia Gandhi & Co.)

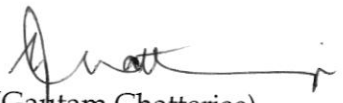
**Order**

15<sup>th</sup> December 2017

1. The complainant has booked an apartment bearing No. A1201 in the Respondent's project 'EKTA TRIPOLIS Phase I' located at Goregaon, Mumbai through a provisional booking letter dated April 27, 2012 as per which the possession date was of December 2016.
2. The Complainant has alleged that the Respondent has failed to register the agreement for sale even though she has paid 74% of the consideration value. Further, she has alleged that the respondent has failed to hand over possession of the said apartment within the stipulated period and therefore she is entitled to be paid interest by the respondent as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*). She has further claimed that the Respondent has, by their letter dated August 8, 2017, cancelled the said provisional booking letter without refunding any amount paid by the complainant.



3. The advocate for the respondent stated that the respondent is willing to execute the agreement of sale for the said apartment.
4. On review of the respondent's MahaRERA registration it is observed that the respondent has put December, 2020 as the revised proposed date of completion which is an unreasonable time period for completion of the project. As per the provisions of the 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 revised date of possession for an ongoing project has to be commensurate with the extent of balance development.
5. In view of the above facts, the parties are directed to execute the agreement for sale as per the provisions of section 13 of the said Act and the rules and regulations made thereunder within 45 days from the date of this Order.
6. Further, the respondent is directed to handover the possession of the said apartment to the complainants before the period ending December 2018, with OC, failing which the respondent shall be liable to pay interest to the complainants from January 1, 2019 till the actual date of possession, on the entire amount paid by the complainants 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.
7. Since the agreement for sale has not been executed and registered between the parties, provisions of Section 18 of the Act are not applicable in this case.
8. Respondent can raise demands of the balance consideration amount from the complainant, only if it is commensurate to the amount of work completed in the said apartment.
9. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA