

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000023360

Suresh Tehilramani ... Complainant

Versus

Ekta Parksville Homes Pvt. Ltd.  
MahaRERA Regn. No. P99000000115 ... Respondent

Corum:

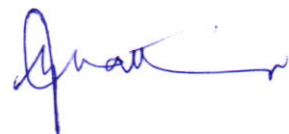
Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present along with Mr. Sanjay Chaturvedi, Adv.  
Respondent was represented by Mr. Abir Patel, Adv. (i/b Wadia Gandhi & Co.).

**Order**

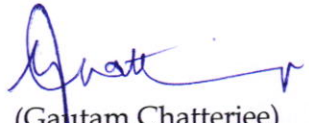
June 8, 2018

1. The Complainant has purchased a shop bearing no. E-157 in the Respondent's project 'EKTA PARKSVILLE PHASE II' situated at Virar, Thane via a registered agreement for sale dated June 26, 2015. The Complainant has stated that the date of possession as stipulated by the said agreement was December, 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 December, 2018. The Complainant accepted the revised timeline for delivery of possession of the said shop.
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 balance consideration amount shall be payable only at the time of possession, as agreed between the parties.

4. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA