

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000055198

Ashok Kamath

... Complainant

Versus

Adani Estates Private Limited
MahaRERA Regn. No. P51800001290

... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

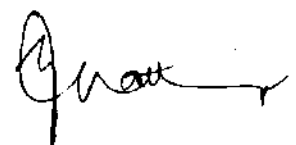
Complainant was himself present.

Respondent was represented by Ms. Priyanka Fadia, Adv.

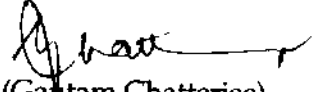
Order

November 06, 2018

1. The Complainant has purchased an apartment bearing no: A-901 in the Respondent's project 'WESTERN HEIGHTS - PHASE 1 RESIDENTIAL' situated at Andheri, Mumbai via registered agreement for sale. The Complainant has alleged that the date of possession as stipulated by the said agreement was May, 2018. Further, he alleged that the carpet area of the said apartment and the parking slots allotted are not as stipulated in the said agreement. Therefore, he prayed that since the Respondent has failed to hand over the possession of the apartment within the stipulated period, 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*). Further, he prayed that the Respondent be directed to compensate for the difference in the carpet area and the change in the parking slots as promised.
2. On the first date of hearing, the learned Counsel for the Respondent explained that the construction work of the project could not be completed because of reasons which were beyond the Respondent's control and a reasonable extension of time is stipulated for such mitigating circumstances, in the terms and conditions of the agreement for sale. Further, she submitted that the Respondent is now committing to handover possession of the said apartment by December 31, 2018.



3. Parties then sought time to settle their issues amicably.
4. On the next date of hearing, the parties submitted that the issues pertaining to the carpet area and parking have been amicably resolved. The Complainant prayed that an Order be passed pertaining to the date of handing over possession.
5. In view of the above facts, the Respondent shall, therefore, handover the possession of the 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 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.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA