

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

1. COMPLAINT NO. CC006000000022944  
Manish Bansal & Indu Bansal

... Complainants

Versus

Parinee Realty Private Limited  
MahaRERA Regn. No. P51800001852

... Respondent

**Corum:** Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants (1) were represented by Mr. Sriraj Menon, Adv.

Respondent was represented by Mr. Arun Panicker, Adv. and Aniket Deshmukh. Adv.

**Order (Rectified)**

March 11, 2020

*[On an application made by the Respondent under section 39 of the Real Estate (Regulation and Development) Act, 2016; complaint bearing no. CC006000000055975 was inadvertently mentioned in the Order dated January 23, 2020, and the same stands rectified.]*

1. The Complainants have filed the present application for noncompliance of the MahaRERA Order dated March 21, 2018 in Complaint no. CC006000000022944 (hereinafter referred to as *the said Complaint*) by the Respondent.
2. In the said Complaint, the Respondent was held liable to pay interest to the Complainants for the period beginning from January 1, 2019 till the handing over of possession of the apartments, on the total consideration amounts paid by the Complainants to the Respondent, as per the provisions of Section 18 of the Maharashtra Real Estate (Regulation and Development) Act, 2017.
3. The authorised representative of the Respondent submitted that the Respondent is yet to complete the project work and obtain the occupancy certificate for the said project.



Further, he submitted the Respondent is willing to adhere to the directions passed in the said Complaints at the time of handing over possession as directed by MahaRERA.

4. In view of the above, since the Respondent was directed to make adjustments/ pay interest at the time of handing over possession, there is no noncompliance on part of the Respondent as on date. The Respondent is directed to endeavour to complete the project work at the earliest and adhere to the directions passed in the said complaint.
5. Consequently, the present application is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

1. COMPLAINT NO. CC006000000022944  
Manish Bansal & Indu Bansal

2. COMPLAINT NO. CC006000000055975  
Rajiv Govind Dharwadkar

... Complainants

Versus

Parinee Realty Private Limited  
MahaRERA Regn. No. P51800001852

... Respondent

**Corum:** Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants (1) were represented by Mr. Sriraj Menon, Adv.

Complainant (2) was represented by Ms. Dilpreen Kaur, Adv.

Respondent was represented by Mr. Arun Panicker, Adv. and Aniket Deshmukh. Adv.

**Order**


January 23, 2020

1. The Complainants have filed the present applications for noncompliance of the MahaRERA Order dated March 21, 2018 in Complaint no. CC006000000022944 and MahaRERA Order dated June 24, 2019 in Complaint no. CC006000000055975 (hereinafter referred to as *the said Complaints*) by the Respondent.
2. In the said Complaints, the Respondent was held liable to pay interest to the Complainants for the period beginning from January 1, 2019 till the handing over of possession of the apartments, on the total consideration amounts paid by the Complainants to the Respondent, as per the provisions of Section 18 of the Maharashtra Real Estate (Regulation and Development) Act, 2017.
3. The authorised representative of the Respondent submitted that the Respondent is yet to complete the project work and obtain the occupancy certificate for the said project.



Further, he submitted the Respondent is willing to adhere to the directions passed in the said Complaints at the time of handing over possession as directed by MahaRERA.

4. In view of the above, since the Respondent was directed to make adjustments/ pay interest at the time of handing over possession, there is no noncompliance on part of the Respondent as on date. The Respondent is directed to endeavour to complete the project work at the earliest and adhere to the directions passed in the said complaints.
5. Consequently, the present applications are hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000055975

Rajiv Govind Dharwadkar

...

Complainant

Versus

Parinee Realty Private Limited  
MahaRERA Regn. No. P51800001852

...

Respondent

**Corum:** Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present a/w Mr. Ritesh Jain, Adv.; Mr. Sriraj Menon, Adv. and Mr. Vikram Gharewal, Adv. (i/b M/s. MJ Juris).  
Respondent was represented by Mr. Aniket Deshmukh, Adv.

Order

June 24, 2019

1. The Complainant has booked an apartment bearing no. 1101 in the Respondent's project 'Parinee Adney' situated at Borivali, Mumbai through a registered agreement for sale dated June 23, 2017. The Complainant has stated in his complaint that the time period for handing over possession as stipulated by the said agreement was June, 2018 but the Respondent is yet to hand over possession. Further, he has stated that the carpet area of the apartment is lesser than what is mentioned in the agreement for sale. Therefore, the Complainant prayed that the Respondent be directed to reduce the total sale consideration in the same proportion as the reduction in carpet area and further direct the Respondent to execute and register a rectification deed to inter alia reflect the reduction in price and pay them interest for the delay in handing over possession.
2. During the course of the hearings, the representative for the respondent submitted that Respondent is willing to execute and register the deed of rectification if there is a



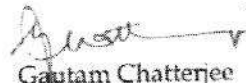
change in the carpet area. Further, he submitted that the agreement for sale stipulates a grace period of six months for handing over possession of the apartment

3. Multiple opportunities were sought by the parties to settle the matter amicably. The learned counsel for the Complainant via email dated May 7, 2019 has informed that the settlement talks have failed and filed written submissions on behalf of the Complainant.
4. The learned counsel for the Complainant submitted that the draft of deed of rectification has been exchanged between the parties, and has been acknowledged and mutually agreed by the parties via email dated January 11, 2019, however the Respondent is yet to come forward and execute and register the same. Further, he submitted that even the grace period of six months of handing over possession as stipulated by the said agreement has ended on December, 2018.
5. The Respondent in their written submissions dated June 6, 2019 have submitted that the said agreement stipulates that the date of handing over possession stands extended beyond December, 2018 as this date is subject to extension on grounds of force majeure events. Therefore, they submitted that the present complaint filed in August, 2018 is premature and ought to be dismissed. Further, they submitted that the carpet area of the said apartment is the same as stipulated by the said agreement and therefore, there is no need for rectification of deed as alleged by the Complainant. They have also submitted that the said apartment is ready for fit out possession.
6. The Respondent has failed to establish the existence of any force majeure events for the timeline of handing over possession to stand extended beyond December 31, 2018.
7. In view of the above facts, as stipulated by the said agreement, the Respondent should have handed over possession of the said apartment, with Occupancy Certificate, to the complainant before the period ending December, 2018, however, has failed to do so. Therefore, the Respondent is held 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.

8. During the course of the hearing, the authorised representative of the Respondent had orally submitted that that Respondent is willing to execute and register the deed of rectification if there is a change in the carpet area. Therefore, the parties are directed to execute and register the deed of rectification, if required due to change in the carpet area, within 30 days from the date of this Order.
9. Consequently, the matter is hereby disposed of.

  
Gautam Chatterjee  
(Chairperson, MahaRERA)