

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**
COMPLAINT No. CC00600000044501

Mr. Amish Manubhai Shah

....Complainant

Versus

M/s. Mahalchand Laloochand Pvt Ltd.

....Respondent

MahaRERA Registration No.P51800004816

Coram: Hon'ble Dr. Vijay Satbir Singh, Member-1

The complainants appeared in person.

Adv. Gaurav Patankar appeared for the respondent.

ORDER

(29thAugust, 2018)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent not to charge interest for the delayed payment as charged by the respondent amounting to Rs. 3,30,046/- and to pay interest for the delayed possession for 4 months from January, 2018 till April, 2018 at the rate of 26% in respect of booking of his flat No. 1003 in Wing 'B' on 10th floor of the Bldg. known as N.L. 'Aryavarta' bearing MahaRERA Registration No. P51800004816 at Dahisar, Mumbai.
2. The matter was heard finally. During the hearing, the complainant has argued that he had booked the flat on 22nd. February 2017 for a total consideration of Rs.1,18,20,000/-. The registered Agreement for Sale was also executed on 16th May, 2016. As per clause No.9 of the said Agreement, the respondent was liable to hand over possession of the flat to the complainant on or before 31st December, 2017. However, the respondent has delayed the possession for 4 months and the actual possession was given on 31st May, 2018 and the occupancy certificate was obtained on 27th April, 2018. Therefore, as per the terms and conditions of the registered Agreement, the respondent is liable to pay 26% interest to the complainant on the amount paid by him to the complainant.

3. The respondent disputed the claim of the complainant and argued that as per the registered Agreement for Sale, the flat was sold to the complainant for a total amount of Rs.1,18,20,000/-. Due to default in payment, an interest of Rs.3,30,046/- was charged to the complainant as per the terms of the agreement for sale for delayed period. The respondent has obtained occupancy certificate on 27th April, 2018 and accordingly, the respondent has given possession to the complainant on 31st May, 2018. At that time, the complainant has paid an amount of Rs.7,15,363/- towards balance amount of the flat including interest of Rs.3,30,046/-. The respondent, therefore, says that the present complaint is not maintainable since the possession of the flat has already been given.
4. Considering the arguments of both the parties, and after perusing the record, it appears that the complainant is seeking interest for delayed possession of four months from the date of possession mentioned in the registered Agreement for Sale dated 16th May, 2016. In the present case, admittedly the respondent has obtained Occupancy Certificate of the said project on 27th April, 2018 and the complainant has already taken possession of the said flat on 31st May, 2018. Since the project has got occupancy certificate and complainant has filed this complaint on 26th May, 2018 i.e. after obtaining the occupancy certificate, the complainant is not entitled to seek relief under section-18 of the RERA Act, 2016 since after grant of occupancy certificate the provisions of RERA Act ceases. Hence, the complaint filed by the complainant is not maintainable.
5. With regard to the interest sought by the complainant, the MahaRERA feels that once the provision of RERA Act, 2016 has come into force, the provision of same interest should be applied for. Accordingly, if the complainant has defaulted in payment after RERA coming into force, he should pay the interest rate as prescribed under RERA Act, 2016 and the Rules made there under.
6. With the above observations , the complaint stands disposed of.



(Dr. Vijay Satbir Singh)
Member-I, MahaRERA