

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**

COMPLAINT No: CC005000000011671

Mr. Ramdas Devram Kanase

..... Complainant

Versus

Mr. Navnath Dattatray Lokhande & 2 Ors.

..... Respondents.

MahaRERA Registration No. **P52100015506**

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

The complainant appeared in person.

Adv. Ashok Dhobale appeared for the respondents.

ORDER

(29th October, 2018)

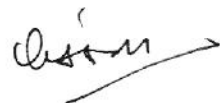
1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to hand over possession of the flat along with completion certificate and also to pay interest and compensation under section-18 of the RERA Act, 2016 in respect of booking of a flat in Phase-1 of the respondent's project known as "**Dev Residency**", bearing MahaRERA Registration No. **P52100015506** at Pune.
2. The matter was heard finally on 5th October, 2018 when both the parties have sought time to settle the matter and filed consent terms on record of MahaRERA. However, inspite of several meetings, the parties failed to arrive at a mutually agreeable terms. Hence, the matter is decided on merits.
3. The complainant has argued that he had booked the said flat in the respondent's project in the year 2011 and registered agreement for sale was executed on 12.12.2014. The complainant had paid an amount of Rs.4,09,000/- towards the said booking out of total consideration amount of Rs.11,06,300/-. At the time of booking, the respondent has agreed to hand

over the possession of the said flat to the complainant within a period of 3 years. As per the terms and conditions of the agreement, the respondent has agreed to hand over the possession of the said flat to the complainant within a period of 14 months from the date of agreement (i.e. 12.12.2014), which falls in February 2016. The complainant further argued that he had applied for loan for payment of the remaining amount. But, the respondent failed to give NOC for obtaining the loan. Since the respondent has failed to hand over possession as per the terms and conditions of agreement for sale the complainant has filed this complaint seeking interest for the delayed possession under section 18 of the RERA Act.

4. The respondent disputed the claim of the complainant and argued that there is no intentional delay on his part for handing over possession of the flat to the complainant. He further argued that as on today, 95% work of the complainant's flat is completed. However, the complainant has not paid the outstanding dues as per the terms and conditions of agreement and as on today an amount of Rs.8,63,000/- is still pending and therefore, the complainant cannot seek relief under section 18 of the RERA Act since he has also defaulted in making payment.
5. The MahaRERA has examined the arguments of both the parties as well as the record. In the present case, admittedly there is a registered agreement for sale executed between the complainant and the respondent, wherein the date of possession is mentioned as February, 2016 and till date the possession is not given to the complainant. The respondent has argued that the project got delayed due to the factors which were beyond his control. However, now the flat is 90% ready and he will hand over the possession of the same to the complainant at the earliest. the respondent has not given any plausible reasons for the alleged delay and therefore, the justification given by the respondent cannot be accepted and he is

liable to pay interest to the complainant as per the provisions of section 18 of the RERA Act.

6. With regard to the contentions raised by the respondent about the default in payment by the complainant, the MahaRERA feels that as per the provisions of RERA Act, in case of default, both the parties are entitled to interest @ MCLR plus 2% as prescribed under the RERA Act and rules and regulations made thereunder. If the complainant has defaulted in making payment, the respondent can seek interest at the same rate as discussed above.
7. In the present case, since the respondent has failed to hand over possession of the flat to the complainant, he is liable to pay interest to the complainant from 1st March, 2016 till the actual date of possession to the complainant on the actual payment made by the complainant @ MCLR plus 2%.
8. With these directions, the complaint stands disposed of.



(Dr. Vijay Satbir Singh)
Member-1/MahaRERA