

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

COMPLAINT No: CC006000000055118

Mr. Prashant S. Mahajan & Mr. Sukhdev Mahajan Complainants

V/s.

M/s. Balaji Construction Respondent

MahaRERA Registration No. 51800009622

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

The complainant appeared in person.

Mr. Mihir Purohit appeared for the respondent.

Order

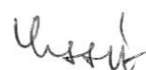
(11th September, 2018)

1. The complainants have filed the present complaint seeking directions from MahaRERA to the Respondents for interest and rent till the date of possession in respect of booking of a flat No.203 in the respondents project known as "Ganjan Plaza" at Kandivali(West) Mumbai bearing MahaRERA registration No. 51800009622.
2. The matter was heard today. During the hearing, the complainant argued that he has booked the flat in the Respondents project and got



letter of allotment on 12th March 2008. The registered agreement for sale was executed on 21st December, 2013. In the said agreement the date of possession is mentioned as December, 2010. However, till date the respondents have not handed over the possession of the said flat to the complainant. Hence, the present complaint.

3. The matter was heard on several occasions. During the hearing the complainants have argued that they have paid an amount of Rs.33 lakhs i.e. Rs.23,50,000/- in cash and an amount of Rs.8,37,625/- by cheque. Since a huge amount of cash transaction was done in this case, during the hearing held on 26 July 2018, the MahaRERA directed the complainants to submit an affidavit along with detailed documentary evidence in support of the claim of cash payments made by them to the respondents. However, the complainants failed to submit the details of the cash payment. Therefore, the complainants have claimed the interest on the amount of Rs.8,37,625/- paid by them through cheque to the respondent for the delayed possession from the respondent.
4. The respondent disputed the claim of the complainant and argued that the complainant is not entitled to seek any relief from MahaRERA since the complaint filed by the complainant is premature as on date under section 18 of RERA Act. The respondent further argued that the complainants have executed MOU dated 7th sept.2017 and they have given their consent for extension of date of possession upto 31.12.2018 with grace period of 3 months i.e. till 31.3.2019. Therefore, the complainant cannot seek interest u/s 18 of RERA Act, 2016.
5. The MahaRERA examined the arguments and submissions made by both the complainants as well as respondent. In the present case there is registered agreement for sale executed between the complainants as well as the respondent. Subsequently the complainants have executed supplementary agreement in the form of MOU on 7-09-2017 and consented for extension of date of possession to 31.3.2019. Since the date of possession



agreed by the complainants is yet to come. Therefore, complaint filed by the complainant u/s 18 of RERA Act is premature as on date.

6. In view of the aforesaid facts, the complaint stands disposed of as premature.



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