

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

COMPLAINT No: CC006000000000238

Mr. Ravi Bhikaji Gawali

..... Complainant

Versus

M/s. Nirmal Lifestyle Kalyan Pvt Ltd

MahaRERA Registration No. P51700006378

..... Respondent

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

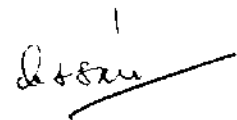
Adv. Lula appeared for the complainant.

Mr. Rohit Chavan appeared for the respondent

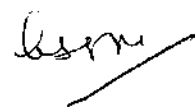
Order

(15th March 2018)

1. The complainant is an allottee in the MahaRERA registered project bearing No. P51700006378 belonging to the respondent/promoter. He purchased a flat bearing No. 603 in Wing "B" admeasuring an area of about 679 sq.fts. in the building known as "Amazon" at Kalyan Dist Thane. The said flat was purchased by him for a total consideration of Rs. 35,87,794/- vide registered agreement for sale dated 31/12/2014. As per the said agreement, the date of possession was 31-12-2016 with grace period of 6 months, i.e. June 2017. On failure of the respondent to handover the possession of the said flat, he has filed this complaint, claiming interest and compensation under section 18 of the Real Estate (Regulation & Development) Act, 2016 and also for the payment of rent and EMI paid by him till date.



1. During the hearings, the complainant has claimed that despite making payment as required, the respondent/promoter had failed to handover the possession of the flat according to the registered agreement. The complainant further stated that the respondent changed the plan of the said building after RERA Act, without taking the consent of the 2/3rd allottees. Further, though 90% of the work of the project is completed, the respondent has shown the date of completion in MahaRERA as 31-07-2020, which is unreasonable.
2. However, the respondent has disputed the claim of the complainant. He stated that as per the registered agreement for sale executed between them, the date of possession was 31-12-2016 with 6 months grace period i.e. 30-06-2017 and he is ready and willing to pay interest as per the RERA Act from 1st July 2017 till the actual date of possession. With regard to the payment of compensation, rent and EMI to the complainant, the respondent has pointed out that there is no provision in the RERA Act for payment of rent and EMI. The respondent denied the allegation of the complainant with regard to the amendment in building plan. He stated that the plan of the building got changed in the year 2014 and as per clause No. 9 (a) of the agreement and the consent of the allottee was not required.
3. Considering the above arguments of the parties and documents submitted by them, it is clear that there is delay on the part of the respondent in handing over of the possession of the flat to the complainant. As per the registered agreement for sale executed between the complainant and the respondent, the date of possession was 31-12-2016 with grace period of 6 months i.e. 30-06-2017 and the respondent is ready and willing to pay him interest from 1st July 2017.
4. Regarding the date of completion of the project, the respondent has agreed to prepone it by 6 months' period i.e. 31st January, 2020.



5. With regard to the payment of rent and EMI to the complainant is concerned, this Authority is of the view that there is no provision under section 18 of RERA Act, 2016 for the same if the home buyer decides to stay in the project. However, the home buyers were entitled to claim interest under section 18 of the RERA Act, 2018 for the delay till the possession of the flat is handed over. Moreover, the complainant wants to continue in the project and therefore, he can claim only interest for the delayed possession and not the compensation under the provision of section 18 of the RERA Act, 2016.
6. Accordingly, the respondent is directed to pay interest to the complainant from 1st July 2017 till the actual date of possession at the rate of Marginal Cost Lending Rate (MCLR) plus 2 % as prescribed under the provisions of Section 18 of the Real Estate (Regulation and Development) Act, 2016 and the Rules made there under. The respondent is also directed to take action to prepone the date of completion mentioned in MahaRERA website.
7. With above directions, the complaint stands disposed of.



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