

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,  
MUMBAI

COMPLAINT NO: CC00600000000180

Mr. Sagar Nikam and Mrs Sonia Nikam .. .... Complainants

Versus

Spenta Builders Pvt Ltd .,

MahaRERA Registration No - P51800002414

..... Respondent

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

Date- 13<sup>th</sup> October 2017

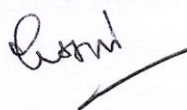
**Order**

1. The complainants have filed this complaint praying for the interest for delayed possession from the respondent in respect of Flat No. D903 on 9<sup>th</sup> floor in building known as Palzzio in MahaRERA registered project bearing No.P51800002414 at Kurla. According to the complainants, the Edelweiss Investment Adviser Limited had purchased the said flat from the respondent vide registered agreement for sale dated 24<sup>th</sup> May 2011 for a total consideration of Rs. 47,16,480/-. In the said agreement, the agreed possession date was 31<sup>st</sup> December 2013 with a reasonable extension not beyond 31<sup>st</sup> March 2014. Thereafter the complainants have purchased the said flat from the Edelweiss Investment Adviser Ltd. vide registered tripartite agreement dated 12-01-2017 for a total consideration amount of Rs. 84,56,115/-. Accordingly, the complainant has paid Rs. 79,84,467/- and the balance amount of Rs. 4,71,648/- is payable on receiving possession of the flat. In the said agreement, the possession date was mentioned as 31<sup>st</sup> March 2017, which was extended further till July 2017. However, the respondent has failed to deliver the

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possession of the flat so far. Hence the complainants are claiming interest for delayed possession from the period of 31<sup>st</sup> March 2014, as agreed upon in the earlier registered agreement.

2. This matter was heard on 13-10-2017. The complainant appeared in person and advocate Sonam Mhatre with advocate Snehal Karkeria appeared for the respondent. The complainant prayed for payment of interest for delayed possession. The advocate for the respondent argued that the complainants had purchased the said flat in re-sale vide registered tripartite agreement dated 12-01-2017. In the said agreement the possession date was mentioned as March 2017, which was extended up to July 2017 after taking complainant's consent over email. She further said that although the building was ready, yet the occupancy certificate could not be obtained due to an interim order dated 1-09-2016 passed by the Hon'ble High Court in Public Interest Litigation No. 86 of 2014 directing the concerned planning authorities to maintain status quo and not to issue the occupation certificates to some projects which included this project. Hence, the delay to give possession of the flat was beyond their control. Now, the respondent is ready to give possession of the flat to the complainants in the month of December 2017, which is also the date of completion mentioned in MahaRERA registration also.
3. Considering the rival submissions made by both the parties and after perusing the record, the Authority is of the view that the possession of the flat got delayed beyond the date agreed upon, for the reasons for which it is difficult to hold the respondent responsible. Further the complainants had already given consent for revised date of possession up to July 2017 and now the respondent has agreed to handover possession of the said flat by 31-12-2017.
4. In view of the aforesaid facts, since the respondent has stated that he shall give possession of the flat to the complainants by 31-12-2017. The Authority therefore directed the respondent to submit an undertaking



on record of this Authority in a week confirming that he shall handover the possession of the said flat to the complainants on or before 31-12-2017. Failing this the respondent shall be liable to pay interest to the complainant from 1<sup>st</sup> January 2018 till the actual date of possession, on the entire amount paid by the complainants to the respondent. The said interest shall be at the rate of the State Bank of India is highest Marginal Cost of Lending Rate (MCLR) prevailing at such time plus two percent, as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2017. The respondent shall pay the interest within a period of thirty days from the date on which such Interest, becomes due and payable to the complainant and shall also submit the compliance report before this Authority within a period of 30 days from the date of payment.

5. With the above directions, the complaint stands disposed of.



(Dr. Vijay Satbir Singh)  
Member-1