

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

**Complaint No.** CC006000000055144

Pritam Vilas Murudkar

..... Complainant

**Versus**

M/s Mount Mary Builders

..... Respondent

**Project Registration No.** P51700003889

**Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA**

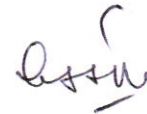
The Complainant is present in person.

The respondent is absent.

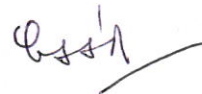
**ORDER**

(03<sup>rd</sup> May, 2019)

1. The complainants are an allottees in the project being developed by the respondent having being allotted a plot in the year 2003 in A Wing of the project. He paid an amount of Rs. 1,03,33,500/- and executed an agreement on 26<sup>th</sup> October, 2016.
2. The respondent failed to handover the possession of his flat by the stipulated date in the agreement, hence he has filed this complaint praying for the possession of the flat ad payment of interest.
3. The matter was heard in the presence of concerned parties. The complainant pointed out that MahaRERA had already given an order dated 12<sup>th</sup> March, 2018 on the complaints by some other allottees in the same project. Hence the complainant wants similar directions to be given in this case.



4. The respondent contested arguments made by the complainant and submitted that delay was due to the reasons like delay in getting environmental clearance and sanctions and the permissions from MIDC for water connections. He further stated that, he had to slow down work because of the delay in getting various permissions especially permissions from CIDCO and from MIDC and NMMC for water connection
5. After hearing the arguments of the concerned parties and it was observed that MahaRERA had already passed an order on 12<sup>th</sup> March, 2018 on the similar complaints made by some other allottees in the same project. The respondent had submitted the same arguments to justify to period of delay in the project as were made earlier cases. Hence the directions given in earlier complaints would also apply in the present case.
6. In view of the facts and discussion in this case above, the respondent is directed to pay the interest from the date of possession mentioned in the agreement (31<sup>st</sup> December, 2017) till the date of actual possession at the rate prescribed by MahaRERA i.e. Marginal Cost Lending Rate + 2% as per section 18 of the Real Estate (Regulation and Development) Act, 2016



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