

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000023149

Ashish Singh & others ... Complainant

Versus

Ravi Developments
MahaRERA Regn. No. P51700006232 ... Respondent

COMPLAINT NO: CC006000000023876

Ismail Patel ... Complainant

Versus

Ravi Developments
MahaRERA Regn. No. P51700006232 ... Respondent

COMPLAINT NO: CC006000000044157

M Humera Begum Syed & others ... Complainant

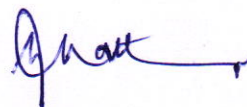
Versus

Ravi Developments
MahaRERA Regn. No. P51700006232 ... Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

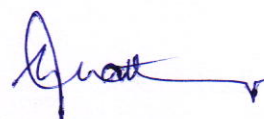
Complainants were themselves present along with Mr. Godfrey Pimenta, Adv.
Respondent was represented by Ms. Jinal Shah, authorised representative.



Order

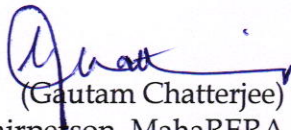
May 28, 2018

1. The Complainants have purchased apartments in the Respondent's project 'Gaurav Excellency' situated at Mira-Bhayender, Thane via registered agreements for sale. The Complainants alleged that the date of possession as stipulated by the said agreements was sometime in 2015 but the Respondent has failed to handover possession of the apartments till date. Therefore, they prayed that the Respondent be directed to pay them interest, on delay, as per the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the said Act*).
2. The authorised representative of the Respondent submitted how the construction work of the project could not be completed because of reasons which were beyond the Respondent's control. Specifically, she submitted that there is a litigation pending against the Competent Planning Authority pertaining to the delay in according necessary permissions. Further, she submitted that the project is almost complete and that possession will be handover within the next three months.
3. During the course of the hearing, the Complainants submitted that the Respondent has already filed consent terms with some allottees in previous complaints filed with this Authority. The said consent terms stipulated that the Respondent will handover possession of the apartments by April 2018, with Occupancy Certificate, failing which the respondent shall be liable to pay interest to the Complainants from May 1, 2018 till the actual date of possession, on the entire amount paid by the Complainants to the Respondent. The Complainants prayed that similar directions pertaining to payment of interest be given to the Respondent in the present complaints too.
4. In view of the above facts, the Respondent is liable to pay interest to the Complainants from May 1, 2018 till the actual date of possession, on the entire amount paid by the Complainants to the Respondent till the time of handing over possession of the said apartments. The said interest shall be at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017. Since, the possession has been committed by the Respondent in three months, the Respondent shall adjust the



interest payable to the Complainants, with the balance payment due from the Complainants, at the time of possession.

5. Consequently, the matters are hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA