

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

COMPLAINT No: CC006000000044061

Piyush G. S. Saras

..... Complainant

**Versus**

Mahendra Kanumgo

..... Respondent

MahaRERA Registration No. P51700008205

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

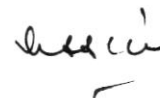
The complainant appeared in person.

The respondent appeared in person.

**Order**

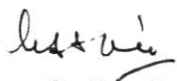
(2<sup>nd</sup> July, 2018)

1. The above complainant has filed this complaint seeking directions from this Authority to the respondent to pay him for delayed possession in respect of booking of a Flat No. 202 on 20<sup>th</sup> floor in 'B' Wing of the Building known as "Pinnacola", bearing MahaRERA registered Project No. P5170008205 at Mira Bhayandar, Dist. Thane.
2. The complainant has argued that he had booked the flat in the respondent's project in the month of October, 2016 and the registered agreement was executed on 11<sup>th</sup> November, 2016. As per the said agreement, the respondent was liable to hand over possession of the flat to the complainant on or before 31<sup>st</sup> March, 2017. However, the respondent failed to hand over the possession of the flat on or before the due date and orally assured him that he would hand over the possession of the said flat by July, 2017. But, even in the month of July, 2017, the respondent could not give possession of the flat to the complainant. Thereafter, in the month of February, 2018 the possession of the said flat was handed over to the complainant. The complainant is, therefore, seeking interest for the delayed possession.
3. The respondent has disputed the claim of the complainant and stated that as per clause-17 of the registered agreement for sale executed



between the complainant and the respondent, the possession of the flat was to be handed over to the complainant on or before 31<sup>st</sup> March 2017 with grace period of one year i.e. 31<sup>st</sup> March, 2018 only and within the said period the respondent has completed the construction of the building and had given possession of the flat to the complainant. Therefore, there is no delay at all and also no breach of the terms and conditions of the said agreement. Hence, he is not liable to pay any interest to the complainant as prayed for.

4. This Authority has examined the arguments of both the parties and also perused the registered agreement for sale, registered on 11<sup>th</sup> November, 2016 which is submitted on record. Clause-17 of the said registered agreement clarifies that the respondent was liable to hand over the possession of the said flat to the complainant on 31<sup>st</sup> March, 2018 including the grace period of one year. During the hearing, the complainant has admitted that he has been handed over the possession of the said flat by the respondent in the month of February 2018 itself, which shows that within the stipulated time period mentioned in the said agreement, the possession of the said flat was given to the complainant. The parties to the agreement cannot re-write the terms and conditions of the said agreement and the same is binding upon both the parties. Moreover, Section-18 of the Real Estate (Regulation & Development ) Act, 2016 will come into effect if there is any breach of terms and conditions of the registered Agreement.
5. In view of the above facts, this Authority feels that there is no violation of any terms and conditions by the respondent, and the complainant can't seek any relief under Section- 18 of the RERA Act, 2016. Therefore, he is not entitled to claim any relief from this Authority.
6. In view of the above, the complaint stands dismissed for want of merits.

  
(Dr. Vijay Satbir Singh)  
**Member-I, MahaRERA**