

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

**Complaint No. CC006000000055744**

1. Atul Mangesh Jadhav
2. Vishal Mahtani
3. Suhas Vengurlekar
4. Dhiren Kirti Dedhia
5. Atul Abhaykumar Gandhi

**.... Complainants**

**Versus**

Sathya Lifestyles Pvt. Ltd.

**..... Respondent**

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

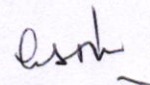
Mr. Atul Mangesh Jadhav, Complainant No. 1, is present in person, rest of the complainants are absent.

Advocate Rohan Pawaskar present for the respondent

**Order**

(8<sup>th</sup> February, 2019)

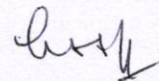
1. This complaint has been filed by 5 complainants who are home buyers in the project belonging to respondent. They have registered agreements of sale with respondent which were registered in 2013-14 with different dates of possession viz., the 31<sup>st</sup> December, 2014 for the first four complainants and 31<sup>st</sup> January, 2016 for Complainant No. 5. Due to failure of respondent to fulfil the commitment and handover the possession the complainants have filed this complaint.
2. The parties were heard on the date fixed for hearing. The complainants prayed for payment of interest on their money paid/given to respondent and possession of their respective flats. The respondent however disputed this claim and argued that it has almost completed the project despite of several constraints. It was also pointed out on behalf of the respondent that this project at Survey No. 3/1,2 & 4 of village Shelavali, Taluka and District Palghar is residential cum commercial project for which initial permission received in 2013. However, project got delayed due to non-availability of sand and other construction material. Meanwhile on 1<sup>st</sup> August, 2014 Palghar became a new district and hence further government permissions including occupation certificate from the competent authorities got delayed. It was also further submitted that concerned authorities like Dump planning authority, collector office took some time for functioning and this further delayed his





project. He has now obtained the occupation certificate and ready to handover flats of the complainants.

3. The facts of this case and arguments of both parties showed that the complainants are allottees and home buyers having registered agreements of sale. The project got delayed and respondent failed to handover the flats to the complainants by the dates of possession according to the dates mentioned in the agreement. The respondent pointed out that delay occurred because of the formation of new district Palghar and delay for getting permissions from planning authorities.
4. However, we need to consider this argument and decide the period of the delay that can give some relief to the respondent so far as complaints of first 4 are concerned as 31<sup>st</sup> December, 2014. However, the 5<sup>th</sup> complainant Mr. Atul Gandhi's possession date was 31<sup>st</sup> January, 2016, in the agreement which was registered in 2014.
5. It seems that respondent was well aware of the problems in getting necessary permissions when he fixed the dates of possession. Moreover, if we take into consideration the factor in complaints that the dates of possession of the flats of complainants are before the implementation of the provisions of the RERA Act, 2016 came into the force the complainants are entitled for the interest for a period of delay with effect from 1<sup>st</sup> May, 2017.
6. In view of the facts as discussed above, the respondent is directed to pay interest to the complainants on the money paid by them at the rate of MCLR + 2% from 1<sup>st</sup> May, 2017 till the date of possession.
7. This complaint is finally disposed of as per the above directions.



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