

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000000536

Harish Sharma ... Complainant

Versus

Rijvita Developers Pvt. Ltd ... Respondent
MahaRERA Regn.No. P99000011810

Corum:
Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present
Respondent was represented by Mr. Ajit Dedhia, Director

Order


February 28, 2018

1. The Complainant, along with his wife, has purchased an apartment bearing Nos. 106 in the Respondent's project 'RIJVITA SERENITY' located at Jawahar, Thane via agreement for sale dated March 31, 2014. The Complainant alleged that pursuant to the said agreement, the date of possession of the said apartment was March 31, 2015 but the Respondent has failed to give possession. Therefore, he prayed the Respondent be directed to pay him interest for the said delay in terms of section 18 of the Real Estate (Regulation and Development) Act, 2016.
2. The Respondent stated that he stated that he had specifically put March, 2015 as the date of possession in the said agreement because the Complainant had requested him to do so in order to be eligible for certain capital gains under the income tax laws. He submitted that no other agreements for sale executed by him in the said project have the date of possession as March 2015. He further added that the Competent Planning Authority approval for the said project has been received only in the year 2017 and in accordance with the Rule 4 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, he will complete the project by December 2018, which is a reasonable time for completion from the time of approval of his project. He also submitted that he has been paying rent to the Complainant for the period beyond March 2015 as was agreed between them and is willing to continue to do the same till handing over possession of the said apartment in December 2018. The Complainant accepted that he has received rent for the years 2015-16 and 2016-17, till now. However, he insisted that now instead of rent he should be paid delayed interest on the total amount that he has paid.

3. It is concluded that the period beyond March 2015 cannot be treated as delay in accordance with Section 18 of the Real Estate (Regulation and Development) Act, 2016, as the possession date for the said apartment was mutually agreed by the parties specifically for the benefit of the Complainant. Moreover, the approval for the project has been received only in 2017.
4. In view of the above facts, the Respondent shall handover possession of the said apartment, with Occupancy Certificate, to the Complainant before the period ending December 31, 2018, failing which the Respondent shall be liable to pay interest to the Complainant from January 1, 2019 till the actual date of possession, on the entire amount paid by the Complainant to the Respondent. 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.
5. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA