

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

COMPLAINT NO: CC006000000000525

Mr. Satish Kalani

.... Complainant

Versus

M/s. ITMC Developers Pvt. Ltd and Another

MahaRERA Registration No. P51800006372

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

..... Respondent

Complainant appeared in person.

Mr. Karan Bhosale appeared for the respondent

Date : 6th December, 2017

Order

1. The complainant has filed this complaint seeking directions of this Authority to the respondent to pay interest for the delayed possession @24% from July, 2015 till possession on the actual amount paid in MahaRERA registered project bearing No. P51800006372.
2. This matter was heard today. During the hearing, the complainant has stated that he has booked a flat in the year 2014 and has paid substantial consideration amount to the respondent. The respondent agreed to hand over the possession of the flat by December, 2015, which was extended up to February 2017. However, till this date the respondent has not handed over the possession of the flat to him. Therefore, he requested for interest for the delayed period of possession. However, the respondent has denied the contention raised by the complainant and stated that there is no registered agreement between the respondent and the complainant, though he has on several occasions informed him to come forward and execute the agreement for sale.
3. Considering the aforesaid facts, this Authority is of the view that it is an undisputed fact that the complainant has paid substantial amount out of total consideration of the said flat and he wants to continue in the project. Further,

as per the provisions in MoFA Act, on payment of 20%, the registered agreement is to be executed with the allottees and as per RERA Act, the agreement is to be registered after payment of just 10% only. Therefore, it is clear that there is a violation of the provisions of the RERA Act, 2016. With regard to the claim of the complainant for interest and compensation for the delayed possession, this Authority is of the view that the complainant cannot claim such reliefs since there is no registered agreement for sale to show any agreed possession date between the complainant and the respondent and to establish that the date of possession is over.

4. In view of the above, this Authority directs both the complainant as well as the respondent to execute an agreement duly registered as per provisions of RERA Act, Rules and Regulations made thereunder on or before 31st December 2017, on payment of statutory charges by the complainant.
5. With above directives, the complaint stands disposed of.


(Dr. Vijay Satbir Singh)
Member-1