

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI
COMPLAINT No: CC006000000056194**

Mr. Krishnan Iyer
Versus

..... Complainants

Mr. Mayur Shah
(M/s Sanvo Resorts Pvt Ltd)

.... Respondents.

MahaRERA Registration No. P52000000713

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

Complainant present in person.

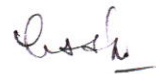
Adv. Sana Khan i/b Dhaval Vassonji & Associates appeared for the Respondent.

ORDER

(4TH April, 2019)

1. The complainant has filed this complaint under section 18 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the RERA) seeking directions from MahaRERA to the respondent, mainly to pay interest for the delayed possession and to give possession of the flat No. 2704 on 27th floor, in the building '**Avior**' in the respondent's project known as "**Marathon Nexzone**" bearing MahaRERA Registration No. P52000000713 at village Kolkhe, Panvel, District: Raigad.
2. The complainant has argued that he purchased the said flat in the respondent's project vide Agreement for Sale dated 26th July, 2016 for a total consideration amount of Rs. 57,82,425/-. Out of this, the complainants have paid some amount. The date of possession specified in the agreement was December 2016. However, the respondent failed to complete the project and handover the possession of the flat till date. The complainant has therefore claimed interest for delay under section 18 of RERA, Act 2016.

3. The respondent has filed the reply on record of MahaRERA and disputed the claims of the complainants. The project got delayed due to reasons beyond his control. The commencement certificates have given upto 27th floor although he made application for the same upto 33 rd floor. The project land was declared as notified area on 10th January 2013 by the state government designating CIDCO.
4. The MahaRERA heard the submissions made by both the parties as well as the written submissions. In the present case, admittedly, the complainant has booked the flat in the respondent's project in July, 2016 and accordingly the possession date was December 2016.
5. Facts of this case show very clearly although the respondent mentioned the problems faced by them, he was very well aware of these conditions of the fact while signing the Agreement for Sale. Now he cannot give such problems as an excuse for completing this project. Even if into taking into consideration these problems, he had enough time for the completion of the construction from the formation of RERA and it came into effect.
6. In view of the facts of this case as discussed above, the respondent is directed to pay interest to complainant on the amount received from him from 1st May 2017 till the date of possession with occupation certificate on prescribed rate of Marginal Cost Lending Rate (MCLR) plus 2 % as prescribed under the provisions of Section 18 of the RERA and the Rules made there under.
7. Accordingly, with the above directions the case is disposed of.



(Dr. Vijay Satbir Singh)
Member-1/MahaRERA