

**THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI.**

COMPLAINT NO: CC006000000056314.

Mahesh Popatrao Kakade ... Complainants.
Mrs. Rupali Mahesh Kakade

Versus

Vinay Agarwal ...Respondent.

COMPLAINT NO: CC006000000056308.

Dilip Devidas Mane ... Complainant.

Versus

Vinay Shravankumar Agarwal ...Respondent.

COMPLAINT NO: CC006000000056324.

Harish Bhoja Shetty ... Complainants.
Mrs. Rekha Harish Shetty.

Versus

Vinay Agarwal ...Respondent.

COMPLAINT NO: CC006000000056312.

Nitin Parte ... Complainants.
Deepali Nitin Parte

Versus

Vinay Agarwal ...Respondent.



COMPLAINT NO: CC006000000056328.

Bhushan Kashinath Pawaskar
Mrs. Swati Bhushan Pawaskar

... Complainants.

Versus

Vinay Agarwal

...Respondent.

COMPLAINT NO: CC006000000056349.

Balwant Jagdish Singh

... Complainant.

Versus

Vinay Agarwal

...Respondent.

COMPLAINT NO: CC006000000056381.

Zafar Abbas Rizvi
Sada Zafar Abbas Rizvi

... Complainants.

Versus

Vinay Agarwal

...Respondent

COMPLAINT NO: CC006000000056384.

Dipika Suyog Patil
Suyog Shridhar Patil

... Complainants.

Versus

Vinay Agarwal

...Respondent.

COMPLAINT NO: CC006000000056359.

Vinesh Vijayan
Ramya Vinesh

... Complainants.

Versus

Vinay Agarwal

...Respondent.



Nalini Ashok Tambe
Makarand Manohar Bhosale

... Complainants.

Versus

Vinay Agarwal

...Respondent.

MahaRERA Regn: P52000001043

Coram: Shri B.D. Kapadnis,
Hon'ble Member & Adjudicating Officer.

Appearance:

Complainant in 56308: Adv. Pratik Mane &
for rest of complainants Adv. A.T. Bhautik.

Respondent: Ex-parte.

FINAL ORDER

25th October 2018.

The complainants have been seeking interest on their investment on the respondent's failure to hand over the possession of their booked flats on the agreed dates, under Section 18 of Real Estate (Regulation and Development) Act, 2016. Necessary information is as under:

Name of complainant.	Flat No.	Date of possession.	Date of default	Amount paid.
Mahesh Popatrao Kakade. Mrs. Rupali Mahesh Kakade.	1802- I- Wing	September 2016	1/10/2016	Rs. 27,22,557/-
Dilip Devidas Mane.	2808 - I- Wing	September 2016	1/10/2016	Rs. 15,56,291/-
Harish Bhoja Shetty. Mrs. Rekha Harish Shetty.	1507-J- Wing	September 2017.	1/10/2017	Rs. 37,66,750/-

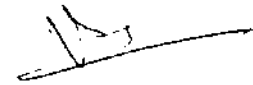
* corrected 4539 of RERA
By
Member 11-

Nitin Parte. Deepali Nitin Parte.	1901-J-Wing	June 2017	1/07/2017	Rs. 46,80,425/-
Bhushan Kashinath Pawaskar. Mrs. Swati Bhushan Pawaskar.	2504-I-Wing	September 2017.	1/10/2017	Rs. 38,89,028/-
Balwant Jagdish Singh.	1701-J-Wing	September 2017.	1/10/2017	Rs. 36,08,221/-
Zafar Abbas Rizvi. Sada Zafar Abbas Rizvi.	208 - J-Wing	September 2017	1/10/2017	Rs. 46,78,464/-
Dipika Suyog Patil. Suyog Shridhar Patil.	1908-J-Wing	September 2017	1/10/2017	Rs. 50,28,026/-
Vinesh Vijayan. Ramya Vinesh.	1608-J-Wing	September 2017.	1/10/2017	Rs. 39,27,955/-
Nalini Ashok Tambe. Makarand Manohar Bhosale.	1208-J-Wing	June 2017.	1/07/2017	Rs. 44,92,216/-

Except the complainant Mr.Mane the other complainants have prayed for other reliefs. However, they have not pressed them save and except the relief of interest under Section 18 of RERA.

2. The notices in all these matters have been served upon the respondent. However, he has failed to appear and contest the matters. Hence, these complaints proceed exparte against him.

3. Whether the respondent, on his failure to hand over the possession of the booked flats on agreed dates is liable to pay the complainants interest on their investments for every month of delay and whether they are entitled to possession of their flats?, are the issues to be answered.



4. I have verified from the documents placed by the complainants before me that the respondent agreed to hand over the possession of their flats on the agreed dates and they have paid the amount mentioned in the table towards the consideration of the flats. The complainants want the possession and under Section 19 (3) of RERA, it is the responsibility of the respondent to deliver it on receiving their dues.
5. The complainants have been claiming interest on their investments because of the delayed possession. As per Section 18 of RERA they are entitled to get interest on investment made before the agreed date of possession, from the date of default and on subsequent payment from the date of those payments till receiving the possession. The prescribed rate of interest is 2% above SBI's highest MCLR which is currently 8.55%. The complainants are also entitled to get Rs. 10,000/- towards the cost of their complaint.
6. The learned advocate of the complainants submits that the respondent has been claiming the amount/charges for facilities and amenities which are not being provided at the time of handing over the possession. This issue has been decided by this Authority in Rajesh Sharma and Ors. -v/s-Vinay Agrawal (CC0060000000054566). In this case Hon'ble Chairperson of the Authority has directed the respondent not to demand charges for facilities / amenities which are not being provided at the time of handing over possession and until such time the said facilities/amenities are provided. Hence, the following order.

ORDER

The respondent shall pay the complainants the simple interest at the rate of 10.55% per annum on their investments made before the date of possession, from the date of default and on subsequent payment from the date of those payments till handing over the possession of their flats mentioned in the table appearing in para 1 of the order.




The respondent shall pay the complainant/s of each complaint Rs. 10,000/- towards the cost of complaint.

The respondent shall hand over the possession of the complainants' flats on the payment of the agreed amount of consideration.

Respondent shall not demand charges for facilities / amenities which are not being provided at the time of handing over possession and until such time the said facilities/amenities are provided.

Mumbai.
Date: 25.10.2018.


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(B. D. Kapadnis)
Member & Adjudicating Officer,
MahaRERA, Mumbai.