

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

COMPLAINT No: CC00600000056586

Mrs. Neha Samir Bagwe & Ors

.... Complainants

Versus

M/s Sanvo Resorts Pvt Ltd

.... Respondents.

MahaRERA Registration No. P52000000502

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

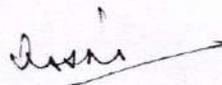
Complainant present in person.

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

ORDER

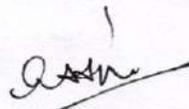
(18th March, 2019)

1. The complainants have filed this complaint under section-18 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the RERA Act, 2016) seeking directions from MahaRERA to the respondent, mainly to pay interest for the delayed possession and to give possession of the flat No. 1703 (said flat) on 17th floor, in the building '**Avior**' in the respondent's project known as "**Marathon Nextzone**" bearing MahaRERA Registration No. P52000000502 at village Kolkhe, Panvel, District: Raigad.
2. The case was heard in the presence of concerned parties. The complainants argued that they had purchased the said flat in the respondent's project vide agreement for sale dated 27th February, 2014 for a total consideration amount of Rs. 38,77,500/-. Out of this, they paid a total amount of Rs. 35,62,648/-. The date of possession stipulated in the agreement was December 2016. However, the respondent failed to complete the project and handover the possession of



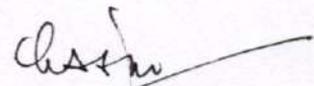
the flat till date. The complainant has, therefore, claimed interest for delay under section-18 of RERA, Act 2016.

3. The respondent filed the reply on record of MahaRERA and disputed the claims of the complainants. According to him, the project got delayed due to reasons beyond his control. The commencement certificate was given upto 27th floor although he had applied for permission of construction upto 33rd floor. The project land was declared as notified area on 10th January 2013 by the state government designating CIDCO (NAINA) as the competent authority to grant permissions. The commencement certificate upto 27th floor was granted by CIDCO on May 7, 2014. He also had civil aviation clearance till 27th floor. Further he also pointed out difficulties in getting permissions of the National Highway Authority of India (NHAI) in getting access to the project site. He could not get permission for water supply for the project on time.
4. Arguments of the parties and their written submissions before MahaRERA make it clear that, the complainants had booked the flat in the respondent's project in the year 2014 and according to the agreement the possession date was December 2016. They also paid a substantial amount of money, i.e. almost 92% of the consideration value. However, the project got delayed and possession could not be given till date.
5. The respondent has cited change in the planning authority as the main reason for delay of the project. However, the new planning authority of CIDCO (NAINA) had already come into effect in January, 2013, well before the date when he signed the agreement for sale. The commencement certificate to construct the building upto 27th floor was also given on 7th May, 2014. Since the complainant's flat is located on 17th floor, there was no problem for the respondent to complete the construction of building upto 27th floor, get occupancy certificate and hand over the possession of the flat. Rest of the



building could have been constructed as a separate phase as allowed under RERA Act, 2016. It was unfair for the respondent to keep the complainant waiting only because he wanted to increase the height of the building and maximize his profit.

6. The respondent's arguments that delay in getting permission of NHAI for access and permissions and water supply also do not justify the delay. In fact, he was aware of these constraints when he signed the agreement. Moreover, the construction work didn't stop due to delay in getting these permissions. The civil aviation authority had already given permission to construct upto 27th floor (which included complainant's flat). The complainant is, therefore entitled to interest under the section 18 of the RERA Act, 2016.
7. In view of the facts of this case as discussed above, the respondent is directed to pay interest to the complainants from 1st May, 2017 till the date of possession on the Marginal Cost Lending Rate (MCLR) plus 2% as prescribed under the provisions of Section-18 of the RERA Act, 2016 and the Rules made there under.
8. Accordingly, with the above directions the case is disposed of.



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