

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

COMPLAINT No: CC003000000000022

Mr. Pramod Kale & Mrs. Usha Kale

..... Complainants

Versus

M/s. S.S. Singleton

.....Respondent

MahaRERA Registration No. P51800012189

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

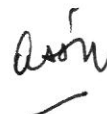
Adv. Anand Mamidwar appeared for the complainants.

None appeared for the respondent.

ORDER

(5th October, 2018)

1. The complainants have filed this complaint seeking directions from MahaRERA to the respondent to hand over the possession of the flat to them and also to pay interest and compensation for delayed possession in respect of booking of a flat No. B-108 on 1st floor in respondent's project known as "**Shamit Singleton**" bearing MahaRERA Registration No.P51500009966 at Aurangabad.
2. This matter was earlier kept for hearing on 30th July 2108 and 09th August 2018 when both the parties remained absent. Thereafter, the same was heard finally on 04th September 2018, when the MahaRERA heard the arguments of the complainants. But, none appeared for the respondent.
3. On all the three dates, the respondent remained absent which shows that the respondent is not willing to pursue this matter and MahaRERA has no other option, but to proceed with ex-parte decision against the respondents and finalize the matter on merits.
4. The complainants have argued that they have booked the flat in the respondent's project and a registered agreement for sale was also executed on 1st August, 2013. According to clause No. 1.1.26 of the said



agreement for sale, the respondent had agreed to hand over the possession of the flat to the complainants on or **before 30th September, 2014**. However, till date, the respondent has not handed over the possession of the said flat to the complainants. The complainants have further argued that they purchased the said flat for Rs.20,00,000/-, out of which, they have paid Rs.19,00,00/- to the respondent. There is no outstanding amount payable to the respondent. The complainants are, therefore, seeking interest for the delayed possession along with compensation and rent from the respondent till the actual date of possession.

5. The MahaRERA has examined the arguments of the complainants as well as the records. In the present case, prima facie, it appears that the respondent has executed registered agreement for sale with the complainants. According to the said agreement, the date of possession is mentioned as September, 2014. However, till today the possession is not handed over to the complainants. This shows that the respondent has violated the provisions of Section-18 of the RERA Act, 2016 and therefore, he is liable to pay interest to the complainants for the delayed period of possession till the actual date of possession as provided under the provision of section-18 of RERA Act and Rules and Regulations made there under.
6. As regards the claim of the complainants towards rent and compensation, MahaRERA feels that there is no provision under the RERA Act for payment of rent. In view of this, the request of the complainants for directions to respondents for payment of rent to them cannot be considered.
7. With regard to the claim of the complainants for compensation is concerned, the MahaRERA has observed that as per the provision of section-18 of RERA Act, 2016, if the allottee wants to continue in the project, the allottee is entitled to get interest for delayed period of possession from

the promoter. In the present case, since the complainants want to continue in the project, they can seek only interest for the delayed period and the request for payment of compensation cannot be granted.

8. It is observed that there was enough time for the respondent to complete the project before the relevant provisions of Real Estate (Regulation & Development) Act, 2016 came into force on 1st May, 2017. The respondent is, therefore, liable to pay interest to the complainants for delay in accordance with the provision of section-18 of the RERA Act, 2016.
9. In view of above facts and discussion, the respondent is directed to pay interest to the complainants from 1st May 2017 till the actual date of possession at the rate of Marginal Cost Lending Rate (MCLR) plus 2% as prescribed under the provisions of Section-18 of the Real Estate (Regulation and Development) Act, 2016 and the Rules made there under.
10. With these directions, the complaint stands disposed of.



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