

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

COMPLAINT No: CC006000000055932

Mr. Balasaheb Dattatray Guldga
Versus

..... Complainants

M/s Riel Infrastructure Pvt. Ltd & 3 Ors.

.... Respondents.

MahaRERA Registration No. P51700010153

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

Complainants present in person a/w Adv. Amey Athavale.
Adv. Jitendra Bakliwal appeared for Respondent 1 to 3.
None appeared for Respondent No. 4

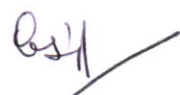
ORDER

(5TH March, 2019)

1. The complainant had filed this complaint under section 18 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as RERA) seeking directions from MahaRERA to the respondent, mainly to pay interest for the delayed possession and to give possession of his flat no. A/201, in the respondent's project known as "**Jolly Apartment**" bearing MahaRERA Registration No. P51700010153 at Shahpur, Thane. The project is being developed by respondent number 1 (M/s Riel Infrastructure Pvt. Ltd.)
2. The complainant has argued that he had purchased the said flat in the respondent's project vide Agreement for Sale 05/03/2016 for a total consideration of Rs. 12,93,750/-. Out of this, the complainant had paid a total amount of Rs. 11,00,000/-. The stipulate date of possession 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.

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3. The respondents no. 1 to 3 have filed the reply on record of MahaRERA and disputed the claims of the complainant, and submitted that there were internal disputes going on with adjoining landowner and contractor/ developer due to which the project got delayed. They also stated that though the possession date is registered with MahaRERA was December, 2019. They were ready to handover the possession in March 2019. Respondents further submitted that the flat had been given to the complainant below the market value.
4. The MahaRERA heard the arguments made by both the parties as well as their written submissions. In the present case, admittedly, the complainants have booked the flat in the respondent's project in the March 2016 and the agreed date of possession was December 2016. However, the project got delayed and the complaint could not get his flat till date.
5. The facts of this case show very clearly that the problems faced by respondents, as submitted in their reply, do not fall in the category of force Majeure. The complainant is therefore entitled to the interest for delay. Even though the respondents changed the date of possession while registering the project with MahaRERA, the date of possession written in the agreement for sale is relevant to calculate the period of delay.
6. In view of above discussions, the respondent is directed to pay interest to complainant on the money paid by him at Marginal Cost Lending Rate (MCLR) plus 2 % interest for the period of delay till the date of actual possession under the provisions of Section 18 of the RERA and the Rules made there under.
7. With the above directions, the case is disposed of.


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