

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

COMPLAINT No: CC00600000078788

Mr. Arvind B.Singh

Mrs. Pooja Arvind Singh

....Complainants

Versus

M/s. Jangid Properties.

... Respondent

MahaRERA Registration No. P51700007248

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

Adv. Mulla appeared for the complainants

Adv Sonappa Nandrankar appeared for the respondent.

ORDER

(22nd July, 2019)

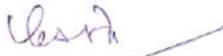
1. The complainants / allottees have filed this complaint seeking directions from MahaRERA to the respondent to pay interest for the delayed possession under section of the RERA Act, 2016 in respect of booking of a flat No. 302 on 3rd floor admeasuring 69.70 sq.mtrs in the respondent's project known as "Ambrosia & Aster" bearing MahaRERA registration No. P51700007248 at Mira Road Dist Thane.
2. This complaint was heard on several occasions and same is heard finally today. During the hearings the complainants have argued that they have booked the said flat for total consideration amount of Rs. 50,40,000/- in the month of November, 2012. The respondent has executed registered agreement for sale with them on 4th September, 2014. In the said agreement, the date of possession is not mentioned, however at the time of booking of the said flat the respondent has

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orally informed the date of possession of their flat as January, 2015. Though the respondent has completed construction work up to 85% in the year 2013 itself, he could not handed over possession of the said flat to the complainants by January , 2015 as agreed by him. The complainants further argued that till date the complainants have paid an amount of Rs. 46,91,936/- to the respondent towards the cost of the said flat. The complainants therefore requested MahaRERA to grant interest and compensation of Rs. 5,00,000/- under section 18 of the RERA Act, 2016 and the Rules and Regulations made there under.

3. The respondent promoter disputed the claim of the complainant and argued that the present complaint is not maintainable under section 18 of the RERA Act, 2016 since there is not agreed date of possession mentioned in the registered agreement for sale executed with the complainants. The respondent further argued that he will handover possession of the flat to the complainants on the revised completion date of MahaRERA i.e. 30-04-2020.
4. The MahaRERA has examined the arguments advanced by both the parties as well as the records. In the present case admittedly, the complainants are the allottees in the respondent' s project registered with MahaRERA and the registered agreements for sale have been executed between them in the year 2014 wherein the date of possession is not mentioned. In this regard the MahaRERA feels that the said agreement was executed when the provisions of MOFA Act, 1963 were in force. As per the provision of section 4(1A)(a) (ii) of the MOFA Act, it was mandatory on the part of the respondent to mentioned the date of possession in the registered agreement for sale executed with the complainants. However the respondent has acted in contravention of the said provision of the MOFA Act.

5. Moreover in the present case while registered the said project with MahaRERA the respondent has mentioned 30-04-2019 as proposed and revised date of possession in the said project, which is now extended to 30-04-2020. The complainants have put their hard earned money for booking of their flat and for such wrongful act of omission of the respondent in not mentioning the date of possession in the registered agreement the complainants are waiting for possession of their flat since last more than 4 years. In absence of date of possession in the agreement, the MahaRERA has to consider the proposed date of possession mentioned while registering the said project with MahaRERA i.e 30-04-2019, which has also lapsed. Hence the MahaRERA feels that there is violation of provision of section 18 of the RERA Act, 2016 by the respondent.
6. In the light of the above facts and discussion, the respondent is directed to pay interest to the complainants on the actual amount paid by the complainants from 1st May, 2019 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.
7. Since the project is nearing completion the MahaRERA directs that the actual amount payable to the complainants towards the interest shall be adjusted with the balance amount payable by the complainants if any and same shall be paid at the time of possession.
8. With the above directions the complaint stands disposed of.


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