

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

**Complaint No. CC00600000056104**

Sajid Umedali Dhrolia

..... Complainant

**Versus**

K Mordani

..... Respondent

Project Registration No. P51800006835

**Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA**

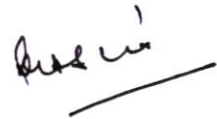
Adv. Parmindar Singh present for the complainant.

Adv. Abir Patel appeared for the respondent.

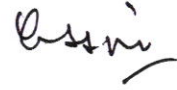
**ORDER**

(7<sup>th</sup> May, 2019)

1. The complainant is an allottee in the project being developed by the respondent. He has paid Rs. 1,35,69,850/- against the consideration value of Rs. 3,17,00,000/- for his units in the project.
2. There is a registered agreement for sale between both the parties without any date of possession. The complainant therefore, wants possession to be given to him at the earliest.
3. Heard the matter in the presence of concerned parties. The respondent pointed out that he had issued a notice of termination on 16<sup>th</sup> October, 2017, since the complainant is failed in making the payments in accordance with the schedule of payment in the agreement. The complainant pointed out that, he cannot pay interest which was exorbitant for this property. The complainant showed his willingness to pay principle amount and take possession.



4. The facts of this case show that, the respondent demanded payment in accordance with the agreement and started process of termination of the agreement for sale. However, he cannot demand money for any default more than the interest rate prescribed by MahaRERA. Hence, he is directed to recover his dues only at the rate prescribed by MahaRERA and handover the possession to the complainants.
5. With the above directions, the complaint stands disposed of.



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

