

**THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI.**

COMPLAINT NO: CC006000000055764.

Surendra Ramchandra Gurav ... Complainant.

**Versus**

Ishwer Realty And Technologies Pvt. Ltd. ... Respondents.  
(LODHA AMARA - TOWER 1 - 5, 7 - 19)

MahaRERA Regn: P51700001065.

**Coram:** Shri B.D. Kapadnis,  
Hon'ble Member & Adjudicating Officer.

**Appearance:**

Complainant: In person.

Respondents: Adv. Sunilraja Nadar.

**FINAL ORDER**  
15<sup>th</sup> January 2019.

The complainant has booked Unit Nos. 2705 and 2706 in Building No. 2 of respondents' registered project Big Bang situated at Balkum. The complainant contends that he purchased these 1 BHK units. When he took the possession of the flat, as per the possession demand letter dated 15<sup>th</sup> May 2018, he saw that the respondents' combined adjacent units and constructed 3BHK flat instead of single BHK flat. Therefore, he requests to direct the respondents to hand over the possession of 1 BHK flats as indicated in Annexure-II of the agreement for sale and the floor plan. He therefore, claims compensation for the delay in possession and other financial losses.



2. The attempts for amicable settlement have been made which succeeded partly. The complainant has taken the possession of the flat on 30<sup>th</sup> December 2018. However, he has some minor issues regarding the same. Mr. Nadar, for the respondents promises to address them properly.

3. The complainant claims interest and compensation because of the delayed possession. According to him he was entitled to get possession as per the possession letter dated 15<sup>th</sup> May 2018 and he received the same in December 2018.

4. The agreement for sale has been brought to my notice to show that the date of possession mentioned therein is 30<sup>th</sup> November 2018. Clause 11.2 shows that the grace period would be of one year. It means that the respondents are liable to hand over the possession of the flat on or before 30.11.2019.

5. The documents placed before me show that the respondents received the O.C. on 24.01.2018 and the possession has been given on 30.12.2018 i.e. well before the agreed date of possession, so in the facts and circumstances, I do not find that there is delay in handing over the possession and hence, the complainant is not entitled to get any interest on account of delayed possession though as a good gesture, the respondents being reputed builders have shown their willingness to pay interest of Rs. 50,577/- for the investment of Unit No. 2705 and Rs. 51,008/- for Unit 2706 on the amount payable at the time of possession due to the delay caused in handing over the actual possession from the date it was offered. The complainant insists to decide the matter on merits and does not accept the respondents offer. It is in this circumstance the matter is being decided on merits.




6. To conclude, since the agreed date of possession has not been crossed, the complainant is entitled to get only interest on his investment as offered by the respondents mentioned in para 5 of the order.

7. So far as the minor issues regarding the units are concerned, the respondents to address them and to do the needful.

8. The complaint stands disposed of accordingly.

Mumbai.

Date: 15.01.2019.

  
15-1-19  
(B. D. Kapadnis)  
Member & Adjudicating Officer,  
MahaRERA, Mumbai.