

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

Complaint No. CC00600000078762

Mr. Matin Munaf Patel Complainant
Versus

M/s. Skyline Sapphire Respondent

Along with

Complaint No. CC00600000078779

Mr. MannanMunaf Patel Complainant
Versus

M/s. Skyline Sapphire Respondent

Project Registration No.P52000008048

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

Adv. Abhijit Tulsankar appeared for the complainant.

None appeared for the respondent.

ORDER

(26th December, 2019)


1. The complainants have filed these two separate complaints seeking directions from MahaRERA to the respondent to pay interest for the delayed possession under Section-18 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of their flats in the respondent's project known as "**Skyline Sapphire**" bearing MahaRERA registration No. P52000008048 at Taloja, Dist. Raigarh.
2. These complaints filed in the same project and hence, the same were clubbed together and kept for hearing on several occasions and heard

finally on 18/12/2019. During the hearings, the complainants appeared through their advocate and made submissions. However, though the notice of hearings were duly served upon the respondent, it failed and neglected to appear for hearing. Hence, this matter is heard on merits.

3. It is the case of the complainants that they have booked their flat in this project in the year 2013 for a total consideration amount of Rs. 20,00,000/- and Rs. 30,50,000/- respectively. Accordingly, registered agreements for sale were also executed on 16/06/2014. According to the said agreements, the respondent was liable to handover the possession of their flats on or before November 2017. However, till date though the complainants have paid entire consideration amount towards the cost of their flat, the respondent has not handed over the possession of the said flats to the complainants on agreed date. Therefore, the complainants have filed these complaints seeking interest for the delayed possession u/s 18 of the RERA.
4. The respondent, in the present case, never appeared for hearing held on 24/07/2019, 28/08/2019, 08/11/2019 and finally on 18/12/2019. The notices for hearing were duly served upon the respondent, through email. It shows that, the respondent is not willing to contest this matter. Hence, MahaRERA has no other alternative, but to proceed with these complaints ex-parte against the respondent on merits.
5. The MahaRERA has examined the complaints filed by the complainants as well as supportive documents and agreements for sale dt. 16/06/2014 submitted by the complainants. In the present case, admittedly, there are registered agreements for sale executed between the complainants and the respondent on 16/06/2014. As per clause No. 12 of the said agreements for sale, the respondent agreed to deliver the possession of

the said flats on or before November 2017. However, till date the possession has not been given to the complainants. Hence, the complainants are seeking interest for the delayed possession u/s 18 of the RERA.

6. The Section-18 of the RERA provides that if the promoter fails to handover possession of the flats to the complainants on the agreed date of possession mentioned in the registered agreement for sale, the promoter is liable to pay interest for the delayed possession to the allottees/ complainants. In the present case, since the respondent has violated provisions of the RERA, it is liable to pay interest for the delayed possession from 01/12/2017 till the actual date of possession at the rate prescribed by MahaRERA i.e. Marginal Cost Lending Rate (MCLR) of State Bank of India (SBI) + 2%. Since the project is nearing completion, the respondent would be at liberty to pay the amount of interest at the time of possession by adjusting the same with the outstanding dues (if any) payable by the complainants.
7. With the above directions, both the complaints stand disposed of.


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