

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI
COMPLAINT NO: CC00600000012710

Shiraz Fatima ... Complainant

Versus

Savitri Group
MahaRERA Regn. No. P51700007284 ... Respondent

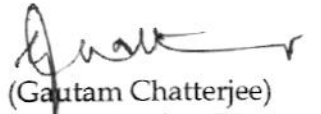
Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was herself present
Respondent did not appear.

Order

December 11, 2018

1. The Complainant has filed the present application for noncompliance of the MahaRERA Order dated May 24, 2018 in Complaint no: CC00600000012710 (hereinafter referred to as *the said Complaint*) by the Respondent.
2. In the said Complaint, the Respondent was directed by MahaRERA to pay interest to the Complainants for the period beginning from July 1, 2018 till the handing over of possession of the apartments, on the total consideration amounts paid by the Complainants to the Respondent, as per the provisions of Section 18 of the said Act.
3. Respondent was not present, despite service of notice.
4. It was explained to the Complainant that the payment of interest for the delay in handing over possession as stipulated by the said Order is to be paid/adjusted/setoff at the time of receiving possession.
5. In view of the above, the Respondent is directed to endeavour to complete the project work at the earliest and adjust/setoff the interest payable at the time of handing over possession.
6. Consequently, the present application is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA

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Respondent was himself present

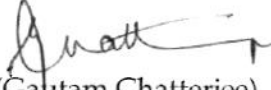
Order

13th March 2018

1. The Complainant has purchased an apartment bearing No. 302 in the Respondent's project 'Savitri View' located at Ulwe, Navi Mumbai, Taluka Panvel, District Raigad through a registered agreement for sale executed on 11th June 2015. The Complainant has stated that though there was no date of possession mentioned in the registered agreement, the Respondent had committed to hand over possession in the year 2016.
2. The Complainant further stated that she has paid significant amount to the Respondent, but the Respondent has failed to hand over the possession of the said apartment within the committed period and therefore, the Complainant approached MahaRERA for early possession and interest on delayed possession.
3. During the hearing, the Respondent explained that reasons beyond his control due to which the project completion has got delayed. The Respondent further stated that the construction work is in progress and the project is now nearing completion. Both the parties agreed to a possession date of September, 2018.



4. In view of the above facts, the Respondent shall handover the possession of the said apartment to the Complainant before the period ending 30th September 2018, with OC, failing which the Respondent shall be liable to pay interest to the Complainant from 1 October 2018 till the actual date of possession, on the entire amount paid by the Complainant to the Respondent. The said interest shall be at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017.
5. Consequently, the matter is hereby disposed of.


(Gauram Chatterjee)
Chairperson, MahaRERA