

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

Complaint No: CC006000000057012

Mukul Chail

.....Complainant

Versus

Vinay Agarwal

..... Respondent

Along With

Complaint No: CC006000000057913

Surender Singh

.....Complainant

Versus

Vinay Agarwal

..... Respondent

MahaRera Registration No. **P52000000754**

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

Adv. Pooja Maurya appeared for the complainant.

Adv. Pratik Mane appeared for the respondent.

ORDER

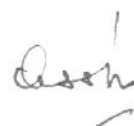
(1st July 2019)

1. The complainants are allottees in the project "**Balaji symphony**" being developed by the respondent at Akurli, Panvel in Dist. Raigarh. Although they have paid around 90% to 95 % of the total consideration value of their respective flats, the respondent failed to give them possession in accordance with the terms and conditions including the date of possession of their respective agreements for sale. The complainants have therefore filed these complaints claiming interest for delay under section 18 of Real estate (Regulation & Development), 2016 (hereinafter referred as RERA).
2. The complaints were heard in the presence of the concerned parties. The Ld. Advocate for the complainants clarified that they are demanding interest within the powers of the authority and that their



complaints have been addressed to the authority and not to the Adjudicating Officer. The respondent could not advance any convincing arguments to justify the delay which took place in the completion of the project. The respondent attributed the delay to the change in planning authority in the year 2013. Earlier, the approvals used to be given by the Collector, Raigarh. However, in the year 2013 the Government of Maharashtra issued a notification designating City and Industrial Development Corporation (CIDCO (NAINA)) to grant the project related approvals including Commencement Certificate and Occupancy Certificate. According to the respondent, this resulted in delays to get the necessary approvals for the project.

3. In the rejoinder to the written submission made by the respondent, the complainants have submitted that, the respondent was making baseless statements which had no merit. The respondent had entered into an agreement for sale with the complainants in 08/03/2016 and 23/04/2014 respectively. But, by that time, the new planning authority had already come into effect. The date possession on the agreements was June 2017. The complainant also referred to the judgment Writ Petition No. 2737 of 2017, Neel Kamal realtors vs Union of India and others in the Hon'ble High Court of Judicature at Bombay in which it was held that the complainant could be given interest from the date written in the agreement irrespective of the date of completion of the project mentioned by the promoter while registering the project with the authority.
4. The aforesaid facts of this case show clearly that, the project got delayed and the respondent could not handover the possession to the complainants by the stipulated date in the agreements. The respondent could not advance any satisfactory explanation to justify delay in completion of the project. He had taken all necessary approvals from the new planning authority when he entered agreement with the



complainants. All the constraints in completing project were well known to the respondent when he sold the residential units to the complainants.

5. The respondent is therefore directed to pay interest to the complainants on the money paid by them from date of possession in the agreement till the actual possession of the flats by the complainants at the rate prescribed by MahaRERA i.e. MCLR of SBI + 2% under Section-18 of the RERA. The respondent is also directed to pay ₹10,000 as cost of litigation to the individual complainants.
6. Consequently, the complaints stand disposed of.



Dr. Vijay Satbir Singh
(Member I, MahaRERA)