

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

COMPLAINT NO: CC006000000055542.

Dr. Mrs. Shree Sudesh Phanse
Dr. Sudesh Mohan Phanse

... Complainants.

Versus

Unmesh Manohar Joshi
(Kohinoor City Phase 2)

... Respondents.

MahaRERA Regn: P51800003258.

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

Appearance:

Complainant: C.A. Karthik Iyer.

Respondents: Mr. Akshay Bidaye, Manager.

FINAL ORDER

3rd October 2018.

The Complainants complain that the respondents agreed to deliver the possession of their booked flat no. 14024 situated in Phase-2 of the respondents' project 'Kohinoor City', Kurla (West) on 31.12.2016 but failed to do so. They want to continue in the project but claim interest on their investment for every month of delay under Section 18 of RERA.

2. The respondents admit that they agreed to deliver the possession of the flat by 31st December 2016. According to them, the building no. 14 where the respondents' booked flat is situated, is completed till 7th floor and they have obtained the part O.C. on 23.05.2018. They are ready to deliver the possession of the flat to the complainants. According to them, Rs. 7,21,240/- are due from the complainant's payable at the time of taking the possession of the flat. They



contend that they could not complete the project in time because they had to encounter a hard rock and face problems of heavy monsoon and land slide also. The tower crane collapsed and there was shortage of building material. The DCR - 34 has been modified and the guidelines have also been issued late. Hence, they request to dismiss the complaint.

3. Following points arise for determination and my findings recorded thereon are as under:

POINTS	FINDINGS
1. Whether the respondents have failed to deliver the possession on agreed date?	Affirmative.
2. Whether the complainants are entitled to get interest on their amount for delayed possession?	Affirmative.

REASONS

4. The parties do not dispute that the agreed date for delivery of possession of the flat was 31.12.2016 but the respondents did not hand over the possession on the agreed date. Hence, I record my findings to this effect.

5. The respondents contend that building no. 14 has been completed up to 7th floor and its part O.C. is obtained on 23.05.2018. Therefore, they have issued demand letter dated 21.05.2018 and called upon the complainants to take possession of the flat by making payment of the balance amount. The respondents have agreed that the provisions of gas pipe connection and the mechanical car parking were agreed to be provided but yet they are not in place. It is also agreed by the respondents that the regular water connection has not been connected to the building no. 14. However, they contend that the water from the connection of the adjoining building is provided and if necessary, the drinking water is supplied through the tankers. These facts are therefore, sufficient to record the finding that the flat has not been completed as agreed. Hence, the respondents are bound to pay the complainants the interest on their



investment Rs.1,29,82,319 from 01.01.2017 i.e. from the date of default and on Rs. 7,21,240/- from 20.06.2017 till the possession of the flat is given by completing it in all respect as per the agreement. The prescribed rate of interest is,2 % above SBI's highest MCLR which is currently 8.55%.

6. The respondents are liable to pay Rs. 20,000/- to the complainants towards the cost of the complaint. Hence the order.

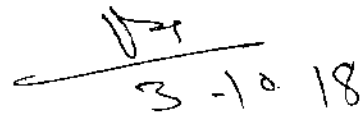
ORDER

The respondents shall pay the complainants interest at the rate of 10.55% on their investment as mentioned in para 4 of this order till handing over the possession of the flat.

The respondents shall pay Rs. 20,000/- to the complainants towards the cost of the complaint.

Mumbai.

Date: 03.10.2018.



(B. D. Kapadnis)
Member & Adjudicating Officer,
MahaRERA, Mumbai.