

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

Complaint No.CC005000000010653

1. Atul Vasant Mahajan.
2. Sandip Pratap Raghuvanshi
3. Ravindra Ramkrishna Joshi
4. Ajit Shriram Phadke .. Complainants

Versus

M/s. DSK Worldman Project Ltd. .. Respondent

**Coram : Shri S.B.Bhale
Hon'ble Adjudicating Officer**

**FINAL ORDER
10th APRIL, 2018**

1. The Complainants (1) Atul Vasant Mahajan, (2) Sandip Pratap Raghuvanshi, Ravindra Ramkrishna Joshi and Ajit Shriram Phadke have filed this complaint under Section 18 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the **RERA Act**). Their contention is that the Complainant Nos.1, 2 and 4 had entered into an agreement to purchase Flat No. A-304, A-104 and A-203 respectively in the month of April, 2017 as well as Complainant No.3 Ravindra Joshi also entered into an agreement to purchase Flat No. A-203 from the project named "DSK-Sadaphuli" situated at Survey No. 7, Hissa No. 1/2/2/3 of village Varale, Tal. Mawal, District Pune. In terms of the Agreement, all the Complainants have paid the entire amount of consideration of Rs. 20,44,800/-; Rs. 15,44,800

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and Rs. 31,44,720 respectively. Complainant Ravindra Joshi also paid the entire amount of consideration of Rs. 26,11,600/-. Further it is their contention that the Respondent had agreed to hand over possession of the booked flats of Complainant Nos.1, 2 and 4 in the month of June, 2017, whereas to Complainant no.3 Ravindra Joshi on or before December, 2016. In support of their claim, all the Complainants have filed on record their statement of accounts at Ex. A-2, A-3, A and A-1 respectively. Despite of payment of entire amount of consideration, the Respondent failed to give possession, as agreed under the agreement. The copies of the agreements have also been filed on record by the Complainants in support of their claim. By this complaint, they have prayed to direct the Respondent-Promoter to pay the interest for every month of delay, till handing over possession, at such rate, as may be prescribed.

2. On perusal of the record, it seems that initially the Respondent was represented by so-called representative Ajita Sharma. However, now no one is appearing by or on behalf of the Respondent. Further say of the other side was called on the letter, dated 16.03.2018 submitted by the Complainants. By that letter, the Complainants have stated that the directions be given to the Respondent to hand over the NOC from TATA Capital Finance Co. Ltd. which they provided to other buyers while buying the flats. However, no say is filed on that letter as yet by the Respondent. In the above facts and circumstances, and as no one is appearing by or on behalf of the Respondent, the complaint

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of these Complainants proceeded further in absence of Respondents.

3. In the aforesaid facts and circumstances of the case, following points arise for determination and I am going to record my findings thereon for the reasons recorded below.

POINTS

FINDINGS

- (1) Whether the Respondents have failed to deliver the possession of the Apartment booked by the Complainants in the project stated above in terms of the Agreement ? In the Affirmative
- (2) Whether the complainants are entitled to claim interest for every month's delay till handing over possession, at such rate as may be prescribed in view of the provisions of RERA Act ? In the Affirmative
- (3) What order ? As per final order.

REASONS

4. POINT Nos. 1 and 2 :- Heard Complainants in person. Respondent could not be heard being remained absent and as the complainant is proceeded further in their absence. Perused papers filed on record.
5. On perusal of the Agreements filed on record, it seems that the Respondent have failed to deliver the possession to the Complainants on or before June, 2017 and December, 2016, as agreed in spite of receiving the entire consideration amount referred

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above vide Ex. A-2, A-3, A and A-1 respectively. It is to be noted that the Complainants are not withdrawing from the project. Therefore, in view of the proviso of Section 18(1), the Respondent is legally liable to pay the interest for every month of delay, till the handing over of possession, at such rate as may be prescribed. On perusal of the statements of accounts filed on record at Ex. A-2, A-3, A and A-1 respectively, it will be seen that the Complainant Atul Mahajan has paid the entire consideration amount including maintenance, registration charges and stamp duty of Rs. 20,44,800/- vide Ex. A-2; Complainant Sandeep Raghvanshi has paid the entire amount of consideration of Rs. 31,43,720/- inclusive of maintenance, stamp duty and registration charges, etc. vide Ex. A-3; Complainant Ajit Shriram Phadke also paid the entire amount of Rs. 15,44,800/- inclusive of maintenance, stamp duty, registration charges etc. In spite of making of the aforesaid amounts, the Respondent failed to deliver possession of their booked flats or apartments on or before June, 2017. Therefore, Complainant Nos.1, 2 and 4 are entitled to receive the interest on the amount paid by them respectively to the Respondent for every month delay, till the handing over possession since July, 2017 onwards. The same is the case of Complainant No.3 Ravindra Joshi, who has paid entire amount of consideration vide Ex. A to the sum of Rs. 26,11,100/-. The Respondent also failed to deliver possession to this Complainant on or before December, 2016. Therefore, he is also entitled to receive the amount of interest for every month of

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delay, till the handing over of possession, at such rate as may be prescribed, from Jan. 2017 onwards.

6. In view of the prescribed rules and the provisions of RERA, the rate of interest payable by the promoter to the Complainant-allottee shall be the State Bank of India's highest Marginal Cost Lending Rate (MCLR) + 2% above and in case if the aforesaid rate is not in use, it would be replaced by such bench mark Lending Rate which the State Bank of India may fix from time to time for lending to the general public. In view of the rules framed under the RERA, the rate of interest @ MCLR of State Bank of India, which is currently 8.05% + 2%. Thus the Complainant Nos.1, 2 and 4 are entitled to receive the amount of simple interest @ 10.05% p.a. for every month's delay from July, 2017 onwards in respect of Complainant Nos.1, 2 and 4 till handing over possession of the booked flats i.e. Flat No. A-304, A-104, A-105 respectively and Complainant No.3 is entitled to receive the amount of simple interest @ 10.05% p.a. for every month's delay from January, 2017 onwards till handing over possession of the Flat No. A-203. The amount of interest shall be calculated on the consideration amounts paid by the Complainants to the Respondent vide their statements of accounts filed at Ex. A-2, A-3, A and A-1 respectively. The amount is due and payable to the Complainants for every month of delay respectively till the handing over of possession of their respective flats in the project named above.

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7. For these reasons and express provisions of the RERA Act, I am going to allow the complaint of the Complainants while recording affirmative findings against Point Nos.1 and 2. Hence the order.

ORDER


1. The Respondent are directed to pay the simple interest @ 10.05% for every month's delay from July, 2017 and onwards to the Complainant Nos.1, 2 and 4 till handing over possession of the booked flats i.e. Flat Nos.A-304, A-104 and A-105 respectively.
2. The Respondents are also directed to pay the simple interest @ 10.05% for every month's delay from Jan., 2017 and onwards to the Complainant No.3 till handing over possession of the booked flat i.e. Flat No.A-203.
3. The amount of interest shall be calculated on the consideration amounts paid by each of the Complainants to the Respondents vide their respective Statements of Accounts filed at Ex. A-2, A-3, A and A-1 respectively.
4. The amount due and payable by the Respondents to the Complainants for every month's delay to be continued till handing over possession of the flats booked by the respective Complainants in the project named above.
5. The amount due and payable to each of the Complainants by or on behalf of the Respondents shall be made within the period of 30 days since the date of this order and thereafter for interest for every month's delay till handing over possession of the flats of the respective flats.
6. The charge of the amount due and payable to the respective complainants be kept on the flats which they

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have booked respectively i.e. Flat No. A-304, A-104, A-105 and A-203 respectively.

7. The Respondents are also directed to pay the amount of Rs. 10,000/- to each of the Complainants towards cost of this litigation.

Pune
Date :- 10.04.2018


(S. B. Bhaile)
Adjudicating Officer,
MahaRERA, Pune