

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

COMPLAINT NO: CC006000000057794

Ritesh Bhongade

... Complainant.

Versus

Om Sai Infra& Om Sai Group
(Sai Kanishk Phase II)
MahaRERA Regn: P51700012436.

... Respondents.

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

Appearance:

Complainant: In person.

Respondents: Adv. Mr. Rohan Mane.

FINAL ORDER

9th April 2019.

The complainant has filed this complaint under Section 18 of RERA claiming interest on his investment for every month of delay because the respondents have failed to hand over the possession of his booked flat no. 903, in the building No. B-5 of the respondent's registered project Ebony, Sai Kanishk situated at Village Dawale, Diva - Thane on agreed date i.e. on or before 31st December 2018. The complainant wants to continue in the project.

2. The respondents have pleaded not guilty. They have not filed the reply. The promoters have recently developed a tendency to remain absent on the day of hearing or on the day of filing the reply just to buy time. The complainant submits that they do this just to get the matter remanded from the Appellate Tribunal by contending that they have not been heard in the



matter. Be that as it may. I find no reason to adjourn the matter because I have given opportunity to them but they have not availed it.

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

POINTS	FINDINGS
1. Whether the respondents have failed to hand over the possession of flat on the agreed date?	Affirmative.
2. Whether the complainant is entitled to get interest on his investment for every month of delay?	Affirmative.

REASONS.

4. Complainant has relied upon the agreement for sale showing that the respondents agreed to hand over the possession of the complainant's booked flat on 31.12.2018. Respondents have failed to hand over the possession of the flat on agreed date. Therefore, the complainant has exercised his right conferred on him by section 18 of RERA to claim interest on his investment for every month of delay by continuing in the project. In these circumstances, he is entitled to get interest at prescribed rate on his investment from the date of default i.e. from 01.01.2017 till getting the possession of his flat. The prescribed rate of interest is 2% above SBI's highest MCLR which is currently 8.75%.

5. The payments made by the complainant reflected in the payment format submitted by him shows that he has paid Rs. 23,42,760/- before the agreed date of possession. Therefore, the complainant is entitled to get interest at prescribed rate on his investment from the date of default till getting the possession of his flat. Complainant is also entitled to get Rs. 20,000/- towards the cost of his complaint. Hence, the order.



ORDER

The respondents shall pay simple interest at the rate of Rs. 10.75% to the complainant on his investment of Rs. 23,42,760/- from 01.01.2017 till handing over the possession of the flat.

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

Respondents are permitted to adjust the interest amount against the amount due from the complainant, if any, but they shall issue separate credit note thereof.

Mumbai.

Date: 09.04..2019.



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