

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

COMPLAINT NO: CC0050000000001697

Sujay Parkar

... Complainant.

Versus

Siddhitect Homes Pvt. Ltd.
(Siddhicity)

... Respondents.

MahaRERA Regn: P51700001597.

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

Appearance:

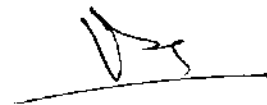
Complainant: In person.

Respondents: Adv. Mr. S.G. Roy i/b Vidhi
Partners for the Respondents.

FINAL ORDER

7th May 2018.

The complainant contends that he booked flat no. 302 in the respondents' project Siddhicity, Badalapur, Phase-IV. The respondents left the date of possession blank while executing agreement for sale on 04.07.2013 but the complainant contends that the respondents promised him orally that they shall hand over the possession of the flat by the end of December 2017. However, they have not handed over the possession on the agreed date. Hence the complainant wants the interest on his amount from the date of default of the respondents till they hand over the possession of the flat.



2. The respondents have failed to appear for recording plea despite the notice and therefore, the complaint proceeds ex parte against them.

3. Whether the complainant is entitled to get interest on his amount, for every month of delay till the possession of his booked flat is handed over, is the only point for consideration and I answer it in affirmative for following reasons.

4. The respondents have not appeared to contest the complainant's claim. The registered agreement for sale executed by the respondents in complainant's favour shows that the respondents have deliberately left date of possession blank. As per Section 3 (2) (f) of Maharashtra Ownership Flats Act 1963, the respondents were legally bound to disclose the date of possession and therefore, they are estopped from denying the date of possession suggested by the complainant. I rely upon the complainant to hold that the respondents promised him to hand over the possession in December 2017. In this circumstance, I hold that the agreed date of possession was the end of December 2017. The respondents have not delivered the possession on the agreed date.

5. Section 18 of RERA provides that if the promoter fails to hand over the possession of an apartment on the specified date and if the allottee wants to continue in the project, the promoter is liable to pay him interest for every month of delay. The complainant has produced a payment format marked Exh. 'A' which shows the payment of consideration and taxes. Since the complainant wants to continue in the project, he is liable to bear the taxes. He is entitled to get interest only on the consideration amount that too from the date of default that is from 01.01.2018 onwards. The prescribed rate of interest is 2% above the SBI's highest MCLR which is currently 8.05%. In the facts and circumstances of the case, I find that the



complainant is entitled to get Rs. 10,000/- towards the cost of the complaint. Hence the order.

ORDER

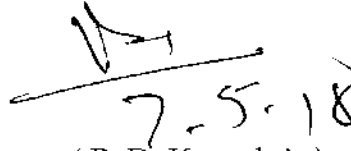
The respondents shall pay simple interest at the rate of 10.05% per annum on the amount of consideration shown in payment sheet marked Ext. 'A' from 01.01.2018 onwards till the respondents hand over the possession of the booked flat to the complainant.

Ext. 'A' shall part of this order.

The respondents shall pay the complainant Rs. 10,000/- towards the cost of the complaint.

Mumbai.

Date: 07.05.2018.


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

Sujay Subhash Parkar.

Complaint No. : CC006000000001697

Def-A
Member JT

Payment Format

Sr No	Date	Amount	Purpose	Receipt No	Cheque No with bank name
1	25/09/2011	180000	Part payment of flat cost	ST09201114	061452 of Abhyudaya Bank
2	12/9/2012	93000	Part payment of flat cost	ST09201222	100006 of Abhyudaya Bank
3	23/03/2013	200000	Part payment of flat cost	ST032013442	100021 of Abhyudaya Bank
4	1/6/2013	92000	Part payment of flat cost	ST06201317	100028 of Abhyudaya Bank
5	1/6/2013	15407	VAT	ST06201318	100029 of Abhyudaya Bank
6	1/6/2013	20962	Service Tax	ST06201319	100030 of Abhyudaya Bank
7	16/08/2013	3,90,500	Part payment of flat cost	ST082013141	035689 of HDFC bank
8	16/08/2013	12066	Service Tax	ST082013142	100036 of Abhyudaya Bank
9	18/09/2013	1,36,500	Part payment of flat cost	ST092013206	043105 of HDFC bank
10	15/02/2014	55000	Part payment of flat cost	ST022014173	427286 of HDFC bank
11	15/02/2014	2451	Service Tax	ST022014176	100058 of Abhyudaya bank
12	17/04/2014	6700	Service Tax	ST042014177	100066 of Abhyudaya bank
13	17/04/2014	218000	Part payment of flat cost	ST042014178	075103 of HDFC bank
Total		1422586			

Complainant Name and Sign:

Sujay

Sujay Parkar.

The developer promised orally that the possession will be given on Dec-2017.

Sujay

Respondents Remark :

Respondents Name and Sign