

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

**COMPLAINT NO: CC006000000057623**

Balakumar Varavara Sethumadhavan ... Complainant.

**Versus**

Nirmal Lifestyle Ltd ... Respondents.  
(Nirmal Lifestyle-Discovery)

MahaRERA Regn: P51800006781.

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

**Appearance:**

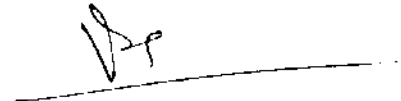
Complainant: In person.

Respondents: Adv. Tushar Kadam a/w  
Ms. Vaishali Mohite.

**ORDER  
12<sup>th</sup> March 2019.**

The complainant has booked office no. 2202 in respondents' registered project 'Nirmal Lifestyle-Discovery' situated at Malad. The respondents agreed to hand over the possession of the office on or before 31<sup>st</sup> December 2016 with grace period of six months. However, they failed to deliver the possession on agreed date. The complainant wants to continue in the project and claims interest on his investment for delayed possession under section 18 of RERA.

2. The respondents have plead not guilty but they have not filed their reply. I have heard the arguments of both the advocates.
3. Following points arise for determination and my findings thereon are as under:



## POINTS

1. Whether the respondents have failed to hand the possession of the office on agreed date?
2. Whether the complainant is entitled to get interest on his investment for delayed possession?

## FINDINGS


Affirmative.  
  
Affirmative.

## REASONS

4. The complainant has brought to my notice the agreement for sale in which the respondents have agreed to hand over the possession of the office by December 2016 with six-month grace period. It means that they agreed to hand over the possession of the office on 01.07.2017. The respondents have not handed over the possession on the agreed date. These facts have not been disputed by the respondents. Hence, I hold that they have been proved by the complainant.

5. The complainant has produced payment format showing that he has paid Rs. 35,96,546/- till 01.09.2016 towards consideration of the office. The respondents have admitted the receipt of this payment.

6. Section 18 of RERA provides that on promoter's failure to hand over the possession on the agreed date, if allottee continues in the project, he is entitled to get interest for every month of delay on his investment till he receives the possession. Therefore, the respondents are bound to pay interest on Rs. 35,96,546/- at prescribed rate from 01.07.2017 till getting possession of the office. The prescribed rate of interest is 2% above SBI's highest MCLR. It is currently 8.55%. The complainant is also entitled to get Rs. 10,000/- towards cost of the complainant. In the facts and circumstances of the case, I find that it is necessary to permit the respondents to give credit note of the accrued interest and to adjust the same against the amount which is due from the complainant to them. Hence, the order.



## ORDER

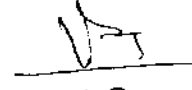
The respondents shall pay interest at the rate of 10.55% on Rs. 35,96,546/- from 01.07.2017 to the complainant till delivering the possession of the office.

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

The respondents are allowed to adjust the amount of interest against the payment due from the complainant but they shall give the credit note of the same separately.

Mumbai.

Date: 12.03.2019.

  
12.3.19

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