

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000012117

<b>DATTATRAY GANPAT PARKAR</b>	...	Complainant.
Versus		
<b>ABHAY BUILDERS</b>	...	Respondent.

**MahaRERA Regn: P51700012936**

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

<b>Complainant:</b>	<b>Present in person.</b>
<b>Respondent:</b>	<b>Absent</b>

**Final Order**

**08<sup>th</sup> February 2018**

The Complainant has filed this complaint under Section 18 of Real Estate (Regulation & Development) Act, 2016 (RERA) to get interest on his investment as the respondent has failed to deliver possession of his booked flat No.102 B in D Wing of Respondent's registered SHEETAL Complex, Mira Road, Dist. Thane on the agreed date 31<sup>st</sup> December 2016.

Notices have been sent to the Respondents to appear on 30.01.2018 and today on 08.02.2018. Despite of these two notices respondents have failed to appear.

The only point that arises for my determination is, whether the respondents have failed to hand over the possession of complainants booked flat on the agreed date and thereby they made themselves liable to pay him interest on his amount. My answer is affirmative for the following reasons.

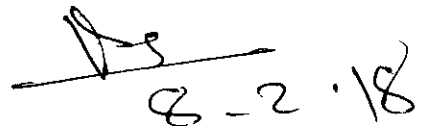


The respondents have not appeared and they have not contested the complainant's claim. This matter is being heard exparte against them. The complainant has brought to my notice the registered agreement for sale which shows that the respondents agreed to deliver the possession of the complainant's booked flat on or before December 2016. The complainant states that till the date of complaint he has not received the possession thereof. Hence, I hold that the respondents have failed to deliver the possession of the flat on the date specified in the agreement for sale.

The Complainant has brought to my notice the letter of respondents dated 26.12.2017 which shows that they received a sum of Rs.43,88,800/- from the complainant. According to the complainant, he paid this amount in August 2016. Since the respondents have made default in delivering the possession on the agreed date and as the complainant wants to continue in the project, he is entitled to get interest for every month of delay on his amount paid to the respondents till the possession of the booked flat is handed over. The prescribed rate of interest is 2% above the marginal cost of lending rate of interest of State Bank of India which is currently 8.05%. Thus, the complainant is entitled to get interest @10.05% on his investment from the date of default together with Rs. 10,000/- towards the cost of the complaint. Hence the order.

**Order.**

1. The respondent shall pay interest @ 10.05% on Rs.43,88,800/- from 1<sup>st</sup> January 2017 to complainant till they hand over the possession of the flat.
2. The respondents shall pay complainant Rs. 10,000/- towards the cost of this complaint.



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

Mumbai  
Date: 08.02.2018.