

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

Complaint No.CC005000000022405

Anil Tiwari
Shweta Anil Tiwari .. Complainants.

Complaint No.CC005000000022407

Devraj Singh .. Complainant.

Complaint No.CC005000000022408

Srinivas Magre .. Complainant.

Complaint No.CC005000000022409

Priya Garde .. Complainant.

Complaint No.CC005000000022439

Anil Hendre .. Complainant.

Versus

Nandgude Patil Developers Pvt. Ltd.
Vilas Eknath Nandgude .. Respondents.
P52100014348

Coram: Shri.B.D. Kapadnis,
Member-II.

Appearance:


Complainants –Adv. Ms. Sujata Bhave.

Respondents – Adv. Mr.P.S. Khupse.

FINAL ORDER

27-09-2019

The complainants have booked their flats in the respondents' registered project "Sulochana City Phase-I" situated



at Pimple Nilakh, Taluka Haveli, District Pune. They are claiming interest on their investment for delayed possession under Section 18 of RERA from respondents. Necessary information provided by them is as under –

Name	Flat No.	Agreed date of possession	Subsequent date communicated	Consideration amount paid before agreed date.
Anil Tiwari Shweta Tiwari	B-906	31.03.2011	30.04.2012	Rs.34,80,152/-
Devraj Singh	C-902	31.03.2011	30.04.2012	Rs.21,81,667/-
Srinivas Magre	D-301	31.03.2011	30.04.2012	Rs.27,58,600/-
Priya Garde	A-1103	31.03.2011	30.04.2012	Rs.43,05,600/-
Anil Hendre	D-904	31.03.2011	30.04.2012	Rs.34,90,000/-

Complainants contend that respondents have failed to hand over the possession of the flat on or before 31-03-2011 as agreed and thereafter by sending letter promised to give possession of flats on 30.04.2012 but failed to do so. Therefore, the complainants claim interest on their investment for delayed possession.

2. The respondents have pleaded not guilty. They contend that they agreed to hand over the possession on 31-03-2011 but it was subject to the performance of the part of contract by the allottees also. The respondents contend that though the plan was sanctioned on 30-03-2007 by Pimpri Chinchwad Municipal Corporation (PCMC), the Irrigation



Department published a flood line and red line for the plot abutting Mula River. The project land abuts to Mula River and the Irrigation Department gave its no objection certificate on 17-02-2011. The respondents allege that the allottees did not make further payments during that period and it resulted in the delay.

3. I have heard the learned advocates of both the parties. The documents relied upon by the complainants show that the respondents agreed to hand over the possession of the complainants' flat on or before 31-03-2011. Admittedly the respondents have not given the possession of the flat on this date. However, the respondents by sending letters to the complainants informed them that the possession of the flats would be given on 30.04.2012. The respondents have not disputed the fact that they have not handed over the possession of the complainants' flats either on or before 31.03.2011 or 30.04.2012.

4. The respondents have referred to the issue regarding flood line affected area, boundary dispute, recession in Market, the adverse news published in the News-paper affecting their reputation and the management of their business etc. Even if these reasons are presumed to be true, then one can find that under Section-8(b) of Maharashtra Ownership Flat Act, the period of possession / completion cannot be extended beyond six months though the project is delayed for the reasons beyond the control of the promoter. Hence I find that the complainants are entitled to get interest on their investment at prescribed rate. The prescribed rate of interest is 2% above SBI's highest MCLR which is currently 8.4%.



5. The complainants have made the payments mentioned in last column of the table to the respondents towards the consideration of their flats before the agreed date of possession. There is variance between the amount paid by the complainants and those received by the promoter. However, I find that the complainants have deleted the amount of taxes from their payment statements. Still there is some variance which might be due to appropriation of the paid amount towards taxes and consideration by the promoter. It is fact that the accounts need reconciliation at the most. However, since the complainants have mentioned payment receipt/ RTGs number/ cheque number against the payment reflected in the payment statements I hold that those payments are made. The complainants are entitled to get interest on their investments from 01.04.2011 till getting the possession of their flats. They are also entitled to get Rs. 15,000/- towards the cost of their complaints. Hence the following order.

ORDER


The respondents shall pay simple interest @ 10.4% per annum on complainants' investment mentioned in last column of the table from 1-4-2011 till handing over the possession of the flats.

They shall handover the possession with OC and agreed amenities at the earliest.

They shall also pay Rs. 15,000/- towards the cost of each complaint.

Parties are at liberty to adjust their respective claims, if any and pay the balance.

Camp at Pune.
Date: 27-09-2019


27 9 19
 (B.D. Kapadnis)
 Member-II, MahaRERA.