

**BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY  
AUTHORITY, PUNE**

**Complaint No.CC005000000010830**

**Vidyut Potdar**

**.. Complainant**

**Versus**

**M/s.D.S.Kulkarni Developers**

**.. Respondent**

**Coram : Shri M.V. Kulkarni**

**Hon'ble Adjudicating Officer**

**FINAL ORDER**

**11-07-2018**

1. The Complainant has filed this complaint to recover interest on the amount paid to respondent/builder and for compensation as he committed default in handing over possession of the flat booked with him.
2. The complainant has alleged that she had booked flat No. A-606 in the project DSK Nandanvan of the respondent vide agreement dated 19-09-2014. It was under the scheme Adhi Ghar Paise Nanter(आधी घर पैसे नंतर). The complainant paid Rs.733504/- towards booking of the flat and stamp duty for the agreement. The respondent undertook to make payment of EMIs of the finance from Tata Capital Housing Finance Ltd till possession of the flat was delivered. The respondent

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agreed to deliver possession of flat on or before 30-06-2017. Neither the respondent has delivered possession of the flat nor he is paying the EMIs of TCHFL. Hence complainant is entitled to recover interest on the amount of the down payment and compensation for physical, financial and mental loss. The complainant has filed this complaint for that relief.

3. The complaint was transferred from MahaRERA office Mumbai to this office on 4-4-2018. The respondent failed to appear on the date. Again notice was sent to respondent. He failed to appear on 18-4-2018 and 30-05-2018. The matter proceeded ex-parte against respondent. Arguments of the complainant were heard. I am working at Pune office for one week and at Mumbai office next week. Also due to non availability of Stenographer this judgement could not be delivered earlier.
4. Following points arose for my determination. I have recorded my findings thereon for the reasons given below.

#### **POINTS**

#### **FINDINGS**

- |  |     |
|--|-----|
| 1. Has the respondent committed default in handing over possession of the flat to complainant as per agreement without reasonable grounds? | Yes |
| 2. Is the complainant entitled for relief sought?  | Yes |

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3. What order?

As per final order

### **REASONS**

5. **POINT Nos. 1 & 2** :- The complainant has placed on record part of copy of agreement. The flat was booked under scheme Adhi Ghar Paise Nanter (आधी घर पैसे नंतर) Finance was to be sought from Tata Capital Housing Finance Ltd to the extent of 80% of the cost. The purchaser was to pay 10% as down payment. Receipts show down payment of Rs.100000/- + Rs.583700/- + Rs.41827/- + Rs.7977/-. Agreement cost is shown as Rs.4150000/- The respondent has failed to challenge the contentions of the complainant.
6. The complainant has placed on record payment statement. Accordingly the total payment made is Rs.733504/- Out of it there appears to be some down payment. Rest are expenses in respect of agreement. TCHFL has advanced loan in the name of complainant and has made disbursement. The date of delivery of possession alleged by complainant was 30-6-2017. It is alleged that respondent has not delivered possession. This contention remains unchallenged. No reasons for the delay are coming forth. Consequently the complainant is entitled to recover interest @ prescribed rate i.e., MCLR of SBI which is 8.05% plus 2% on their investment six months from the date of default till handing over

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possession. I therefore answer point No.1 & 2 in the affirmative and proceed to pass the following order.

### **ORDER**

1. The Respondent shall pay interest on Rs.733504/-  
- (Minus) Government expenditure to the complainant @ 10.05% per annum since 01-01-2018 till possession is delivered or notice about occupation certificate is sent to the complainant.
2. The respondent shall pay the EMIs as per the agreement as he is liable for that.
3. The respondent shall pay costs of Rs.20,000/- to the complainant.

Pune  
Date :- 11.07.2018

( M.V.Kulkarni )  
Adjudicating Officer,  
MahaRERA,

11-7-2018