

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

**Complaint No.CC005000000022107**

**Yojana Vinod Deokar,**  
Gokul Niwas, 2<sup>nd</sup> floor,  
Opp. Mahesh Co-op. Bank,  
Raviwar Peth, Pune-411 002.

**.. Complainant**

**Versus**

**Gagan Horizon Venture,**  
Add. : Gat No. 524, Koregaon-Mul,  
Uruli-Kanchan, Pune-411 028.

**.. Respondent**

**Coram : Shri S.B.Bhale  
Hon'ble Adjudicating Officer**

**Appearance :-**

**Complainant : Adv.Amol Lokhande  
Respondent : Absent**

**FINAL ORDER**

1. It is the case of Complainant that she has booked Flat No. 303 in the project known as "Gagan Akanksha" located at Mouje Koregaon-Mul, Uruli-Kanchan, Tal. Haveli, District Pune under the agreement, dated 03.04.2013. In terms of that agreement, Respondent had agreed to hand over possession of the booked flat on or before 31.03.2015. It is alleged that on the very date of agreement, the Complainant had paid the entire consideration amount of booked flat Rs.14,04,300/- excluding all other charges towards stamp

*20/3/15.2.19*

duty, registration, VAT, service tax, etc. It is further alleged that despite of receiving the entire amount and additional amount spent by her towards registration charges, VAT, service tax, etc., the Respondent failed to hand over possession of the booked flat on 31.03.2014. She intends to remain with the project. So in view of Section 18 of the Real Estate (Regulation & Development) Act, 2016 ( hereinafter referred to as "RERA"), she has claimed the relief of interest for every month's delay till handing over possession of at such rate, as may be prescribed.

2. The Respondent remained absent though served with the notice. Therefore, complaint is proceeded exparte against the Respondent.
3. In view of the facts and circumstances, I heard Adv. Amol Lokhande for Complainant. Perused papers filed on record.
4. In the above facts and circumstances, following points arise for my determination. I am going to record my findings against each of them for the reasons stated below.

*7/15-2-19*

**POINTS**

**FINDINGS**

- (1) Whether the Complainant is entitled for the interest on the amount paid by her towards agreed consideration of the flat for every month of delay till the handing over of possession, at such rate, as may be prescribed under RERA ? .. .. . In the Affirmative

(2) What order ? .. .. As per final order.

### REASONS

5. Mr. Lokhande, Advocate for Complainant has filed on record the documents pointing out the payment i.e. total consideration amount on the date of agreement itself and other charges spent towards registration, service tax, VAT, etc. He also fairly admitted that as the possession was delayed, the Respondents have also paid the amount of Rs.75,000/- to the Complainant towards rent, as agreed.
6. On relying the documents filed on record i.e. payment receipts, agreement and date of possession, as mentioned in the agreement itself, it becomes clear that the Complainant failed to hand over possession of the booked flat on or before 31.03.2015. Therefore, her clam of interest for every month of delay till the handing over of possession, at such rate, as may be prescribed, is justified under the provisions of Section 18 of the RERA.
7. In view of the provisions of the Maharashtra Rules, the Complainant is entitled to receive the interest at State Bank of India's highest Marginal Cost Lending Rate i.e. 8.70% + 2% above = 10.70% p.a. The Complainant is therefore, entitled to receive the interest on the amount of Rs. 14,04,300/- paid by her. The Complainant is also entitled to receive cost of this complaint from the Respondent. I therefore, answer Point No.1 in the affirmative and proceed to pass following order.

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15-2-19



**ORDER**

- (i) The Respondent to pay interest to the Complainant @ 10.70% p.a. on the amount of Rs. 14,04,300/- for every month of delay i.e. from 01.04.2015 till handing over of the possession of the flat.
- (ii) Respondent to Pay Rs. 20,000/- to complainant as compensation.
- (iii) The Respondent to pay the due amount to the Complainant within 30 days from the date of this order and continue to pay the same till handing over possession of the booked flat.

Pune  
Date :- 15.02.2019

*S.B. Bhale*  
15.2.19  
( S.B. Bhale )  
Adjudicating Officer,  
MahaRERA, Pune