

**PROCEEDINGS OF THE AUTHORITY**

**BEFORE BENCH 5**

**Dated 03<sup>rd</sup> November, 2023**

**PRESIDED BY HON'BLE MEMBER G.R. REDDY**

**COMPLAINT NO: CMP/UR/201227/0007333**

COMPLAINANTS : Mr.Joydipto Neogi  
F4, Sunvak Pride, # 95, Model  
House Street, Basavanagudi  
Bangalore:560 004  
  
(By G.R.Associates, Advocates)

RESPONDENT / : M/s.SJR Prime Corporation Pvt Ltd.  
PROMOTER The Hub, # 8/2 & 9, Ambalipura  
Bellandur, Bangalore : 560 103  
  
(None Represented)

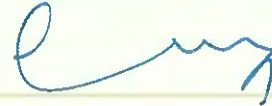
PROJECT NAME & : PLAZZA CITY BY SJR PRIME CORP  
REGISTRATION NO. PRM/KA/RERA/1251/446/PR/  
171208/001195

**J U D G E M E N T**

This complaint is filed under Sec-31 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project **PLAZZA CITY BY SJR PRIME CORP** praying for a direction to pay delay period interest and for other reliefs:

**BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-**

1. As per the details furnished by the Complainant in the Memo of Calculation, the complainant has entered into an agreement of sale on



01.08.2013. The project completion date as per agreement was 31.12.2016. The complainant has paid advance sale consideration amount of Rs.76,60,905/- (Rupees Seventy Six Lakhs Sixty Thousand Nine hundred five only) to the respondent. Since there was a delay in handing over the apartment and the Respondent has not communicated the actual date of handing over or the status of the project, the complainant has filed the above complaint before the Authority praying for delay period interest.


2. As per the information furnished by the Complainant, it is seen that the completion date is agreed as 31.12.2016. The promoter-respondent was required to complete the project and hand over possession of the apartment by 31.12.2016. In cases where the respondent-promoter has failed to complete or unable to handover the possession of the apartment to the allottee as per the agreed delivery date, the Complainant is entitled to file a complaint before the Authority and the complaint filed by the Complainant is admissible for relief in accordance with Section 18 of the Act.

3. After registration of the complaint, notice was sent to both complainant and respondent to appear before the authority. In response to the Notice, the complainant appeared before the Authority on 16.08.2023 and prayed for filing MOC along with supporting documents and vakalath. One more opportunity was given to the Respondent to file written submissions / statement of objections, if any and the case was adjourned to 11.10.2023. On 11.10.2023 no one was represented by the Respondent or filed any statement of objections. The complainant was present and filed written arguments along with MOC for delay period interest together with supporting documents and the same was served on the respondent. The Complainant in support of its contention has produced various

documents such as Agreement to sell, statement of account, consolidated payment receipts issued by the Respondent, TDS receipts, possession certificate, inspection report, email communications on pending works, email received from the respondent etc. The complainant brought to the notice of the Authority in its written argument that in Annexure-F, the Respondent threatened the complainant to send a cancellation notice if the complainant fails to register the apartment within 15 days and hence the complainant prays for the following reliefs before the Authority:

- a) Award Delay Period interest for the delay in handing over as per RERA Act.
- b) Direct the Respondent to execute and register the sale deed in favour of the complainant as per agreement of sale.
- c) Restrain the Respondent from taking any coercive steps against the complainant.

4. The Complainant also submitted in its written arguments that the Complainant has suffered huge damage during pandemic by investing his hard earned money and has suffered loss by paying rents. The Complainant also brought to the notice of the Authority that the Project is registered under RERA and the complaint filed by the Complainant is well within the jurisdiction of the Authority and prayed for passing an award of delay period interest. The Respondent is bound to adhere to the terms of the agreement entered into with the complainant and failed to handover the apartment as per the agreement timeline.





5. On a perusal of the memo of calculation for delay period interest and other documents submitted by the complainant before the Authority, it is evident that the complainant has paid the substantial amount of sale consideration amount and the Respondent has acknowledged the receipt of the same. Admittedly there is a delay in handing over the apartment as per the agreement. Hence the complainant is entitled for delay period interest u/s 18 of the Act. The Complainant has served MOC for delay period interest along with supporting documents on the Respondent. The Respondent neither filed any MOC nor filed objections to the MOC filed by the Complainant. The Respondent failed to appear before the Authority to file his statement of objections, in spite of giving opportunities for the same. Therefore, the Authority proceeds to pass the following order placing the Respondent ex-parte.

### **ORDER**

1. In exercise of the powers conferred under Section 31 read with section 18 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing CMP/UR/201227/0007333 is hereby allowed.

2. Respondent is directed to pay interest on delay period at the rate of SBI MCLR + 2 % from 31.12.2016 till the date of handing over possession along with occupancy certificate. The promoter shall pay the interest for the delay period as arrived at by the Complainant amounting to Rs.52,71,222/- (Rupees Fifty Two Lakhs Seventyone Thousand two hundred twenty two only) within 60 days from the date of this order. The Promoter-Respondent is also liable to pay delay



period interest every month for the subsequent period and up to the date of handing over possession as per the agreement.

3. Respondent-Promoter is directed to execute sale deed and register the same in favour of the Complainant with all amenities as per agreement along with occupancy certificate within 30 days from the date of receipt of this order and handover the apartment to the Complainant / Allottee.

4. The Respondent is also restrained from taking any coercive steps against the complainant till the execution and registering the sale deed in favour of the complainant.

  
**(G.R. REDDY)**  
**MEMBER**

**FIFTH ADDITIONAL BENCH  
K-RERA**

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