

PROCEEDINGS OF THE AUTHORITY

BEFORE BENCH 5

Dated 6TH December, 2023

PRESIDED BY HON'BLE MEMBER G.R. REDDY

COMPLAINT NO: CMP/00573/2023

COMPLAINANT : Ms.Pooja Priyadarshini
F-08A, Sail City, New Pundag
Jharkhand : 843004, RANCHI

(By Mr.M.D.Rajkumar, Advocate)

RESPONDENT / : M/s.Alekhya Property Developments
PROMOTER Pvt Ltd., No.10, Vittal Mallya Road
Bangalore : 560 001

(By M/s.Bhat & Rao, Advocates)

PROJECT NAME & : ADARSH LAKEFRONT RESIDENTIAL
PHASE-1

REGISTRATION NO. : PRM/KA/RERA/1251/446/PR/
170915/000232

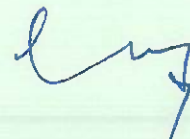
J U D G E M E N T

This complaint is filed under Sec-31 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project **ADARSH LAKEFRONT RESIDENTIAL PHASE-1**, 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 21.06.2015 for purchase of an Apartment in the project known as **ADARSH LAKEFRONT RESIDENTIAL PHASE-1**. The project completion date as per agreement was 31.12.2019. The complainant has paid advance sale consideration amount of Rs.63,86,293/- (Rupees Sixty three lakhs eighty six thousand two hundred ninety three 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 31.12.2019. The promoter-respondent was required to complete the project and hand over possession of the apartment by 31.12.2019. 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 and Respondent appeared before the Authority on 30.08.2023. Advocate for the complainant filed a memo dated 30.08.2023 reporting service of Physical copy of the documents filed by the complainant along with memo of



calculation for delay period interest and to execute the sale deed and handing over possession of the apartment. The Respondent is given one more opportunity to file statement of objections, if any, and the case was adjourned to 31.10.2023. On 31.10.2023 proxy counsel was represented on behalf of the Respondent and filed vakalath and memo seeking again copy of the complaint and documents filed by the complainant. The proxy counsel by name Mr.Arjun Rao without knowing that the complainant has already served the copy of the documents and the same was informed during the hearing on 30.08.2023 itself, filed a memo dated 31.10.2023 requesting for documents. Final opportunity was given to the Respondent to file statement of objections, if any and the matter was adjourned to 16.11.2023. On 16.11.2023 another advocate by name Ms.Aishwarya Prasad appeared on behalf of the Respondent and filed a memo seeking service of documents filed by the complainant. Complainant submitted that all the documents were served on the respondents. The Respondent in spite of availing more than 3 months time failed to file any statement of objections. There was no coordination between the Advocates who represented the Respondent in the proceedings pending before the Authority and not filed any statement of objections.

4. The complainant filed 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 and email correspondence and prayed for following reliefs:

- 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.

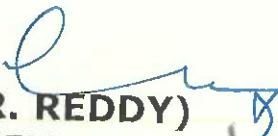
5. On a perusal of the memo of calculation for delay period interest and other documents submitted by the complainant before the Authority, it is evident that the complainant has paid the substantial amount of sale consideration amount and the Respondent has acknowledged the receipt of the same. Admittedly 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 file its statement of objections, in spite of giving sufficient opportunities for the same. Therefore, the Authority proceeds to pass the following:

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/00573/2023 is hereby allowed.
2. Respondent is directed to pay interest on delay period at the rate of SBI MCLR + 2 % from 31.12.2019 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.24,14,191/- (Rupees Twenty Four Lakhs Fourteen Thousand One hundred ninety one 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 of delay and up to the date of handing over possession as per the agreement.

3. Respondent-Promoter is also directed to execute sale deed and register the Apartment in favour of the Complainant with all amenities as per agreement along with occupancy certificate at the earliest.


(G.R. REDDY)
MEMBER
FIFTH ADDITIONAL BENCH
K-RERA

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