

PROCEEDINGS OF THE AUTHORITY

BEFORE BENCH 5

Dated 26th December, 2023

PRESIDED BY HON'BLE MEMBER G.R. REDDY

COMPLAINT NO: CMP/01261/2023

COMPLAINANT : Mr.Praveen Raikote
No.40, MIG, II Stage, KHB,
Basaveshwaranagar
Bangalore : 560079

(Party in Person)

RESPONDENT / : M/s.Allam Infinite India Pvt Ltd.
PROMOTER 44/1, Azeem Pearl, Dickenson Road
Yellappa Garden
Bangalore : 560 042

(By B.Archana., Advocates)

PROJECT NAME & : GM AMBITIOUS ENCLAVE
REGISTRATION NO. PRM/KA/RERA/1251/308/PR/
180406/001467

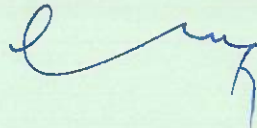
J U D G E M E N T

This complaint is filed under Sec-31 of the Real Estate (Regulation and Development) Act, 2016 before this Authority against the project **GM AMBITIOUS ENCLAVE**, praying for a direction to pay delay period interest:



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 28.11.2018 for purchase of an Apartment in the project known as **GM AMBITIOUS ENCLAVE**. The project completion date as per agreement was 03.10.2022. The complainant has paid full sale consideration amount of Rs.37,80,000/- (Rupees Thirty Seven Lakhs Eighty thousand 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 03.10.2022. The promoter-respondent was required to complete the project and hand over possession of the apartment by 03.10.2022. 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 13.12.2023. Complainant filed acknowledgement reporting service of copy of the documents filed by the complainant along with memo of calculation for delay period interest to the Respondent. The Respondent is given time till



18.12.2023 to file statement of objections, thereafter the matter will be posted for orders. The Respondent in spite of availing opportunity for filing statement of objections, failed to file any statement of objections. The complainant also submitted an amendment application dated 27.11.2023 wherein he has stated that by mistake he has paid excess amount of Rs.55,000/- over and above the sale consideration amount agreed and requested the Respondent to refund the same but the respondent did not refund the said amount of Rs.55,000/- also and produced copy of the bank statement showing that the respondent has received the said amount.

4. On the above averments, the following points would arise for my considerations:-

- a) Whether the Complainants are entitled for the relief claimed?
- b) What order?

5. Findings on the above points are as under:

- a) In the Affirmative
- b) As per final order

FINDINGS:

6. 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.
- c) Refund of excess amount paid Rs.55,000/-

7. 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 full 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 failed to file its statement of objections. Therefore, the Authority proceeds to pass the following:

8. Accordingly, the **point (a)** raised above is answered in the affirmative.

9. **Findings on Point No.b** : In view of the above observations, I conclude that, this complaint deserves to be allowed and accordingly, I proceed to pass the following:

ORDER

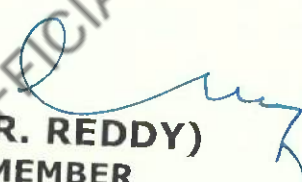
1. In exercise of the powers conferred under Section 31 read with section 18 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing CMP/01261/2023 is hereby allowed.

2. Respondent is directed to pay interest on delay period at the rate of SBI MCLR + 2 % from 03.10.2022 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.4,63,960 (Rupees Four lakhs sixty three thousand nine hundred sixty 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.

4. Respondent is directed to return the excess amount of Rs.55,000/- collected from the complainant without interest.


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

