

PROCEEDINGS OF THE AUTHORITY

BEFORE BENCH 5

Dated 05TH January 2024

PRESIDED BY HON'BLE MEMBER G.R. REDDY

COMPLAINT NO: CMP/220523/0009507

COMPLAINANT : Mr.Rajat Saxena
A-901, Nester Raga Apartment
Chinappa Layout, Mahadevapura
Bangalore : 560 048

(By Mr.Veeresh.M Uppin, Advocate)

RESPONDENT / PROMOTER : M/s.Gulam Mustafa Enterprises
Pvt Ltd.
No.6, GM Pearl, I Stage,I Phase
BTM Layout, Bangalore:560068

PROJECT NAME & REGISTRATION NO. : GM GLOBAL TECHIES TOWN TOWER-C
PRM/KA/RERA/1251/308/PR/
170928/001289

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 **GLOBAL TECHIES TOWN TOWER-C**, praying for a direction to pay delay period interest:

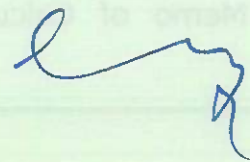
BRIEF FACTS OF THE COMPLAINT ARE AS UNDER:-

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

agreement of sale on 24.08.2017 for purchase of an Apartment in the project known as **GLOBAL TECHIES TOWN TOWER-C**. The project completion date as per agreement was 18.08.2021. The complainant has paid advance sale consideration amount of Rs.61,66,127/- (Rupees Sixty one lakhs sixty six thousand one hundred twenty seven 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 18.08.2021. The promoter-respondent was required to complete the project and hand over possession of the apartment by 18.08.2021. 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 12.12.2023. Advocate for the complainant filed a memo reporting service of Physical copy of the documents filed by the complainant along with memo of calculation for delay period interest to the Respondent. The



Respondent has undertaken to file vakalath and prayed for time to file statement of objections. Since the complainant has already served the copy of the memo of calculation with supporting documents, 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.

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.



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 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.

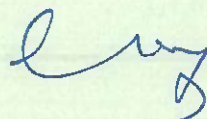
8. Accordingly, the **point (a)** raised above is answered in the affirmative.

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/220523/0009507 is hereby allowed.

2. Respondent is directed to pay interest on delay period at the rate of SBI MCLR + 2 % from 18.08.2021 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.11,27,602/- (Rupees Eleven Lakhs Twenty Seven thousand six hundred 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 of delay and up to the date of handing over possession as per the agreement. The complainant is at liberty to initiate action for recovery in accordance with law if the respondent fails to pay the amount as per the order of this Authority.


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

