

**THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI.**

COMPLAINT NO: CC0060000000058075.

Paresh J. Bandarkar

... Complainant.

COMPLAINT NO: CC0060000000058110.

Ashok More

... Complainant.

COMPLAINT NO: CC0060000000058111.

Dnyaneshwar Bhau Jadhav

... Complainant.

Versus

Nirmal Lifestyle Kalyan Pvt. Ltd.
(Lifestyle City Kalyan-Cypress)

....Respondents.

MahaRERA Regn: **P51700006383**

Coram: Shri B.D. Kapadnis,
Hon'ble Member II.

Appearance:

Complainants: Adv. Mr. R.M.Deshmukh.
Respondents: Adv. Mr. Tushar Kadam i/b
Ms. Vaishali Mohite.

FINAL ORDER
5th November 2019.

The complainants have filed the complaints under Section 18 of Real Estate (Regulation and Development) Act, 2016 (RERA) for claiming interest on their investment on respondents' failure to hand over the possession of their booked flats namely B-506, B-701, B-1006 of their registered project Cypress Nirmal Lifestyle City, Kalyan situated at Kalyan on the agreed date 31st December 2016 respectively.



2. The respondents have pleaded not guilty. They have admitted that Paresh J. Bandarkar paid Rs, 9,60,165/- , Ashok More paid Rs. 10,86,722/- and Dnyaneshwar Bhau Jadhav paid Rs. 13,07,994/- towards the consideration of the flat. They contend that the Hon'ble High Court restrained Kalyan-Dombivali Municipal Corporation from processing and deciding the applications/ the proposals for construction of buildings from 13.04.2015 to 25.04.2016 by passing order in PIL No. 182 of 2009. Therefore, the project is delayed because of the order of the Hon'ble High Court.

3. Following points arise for my determination and my findings thereof are as under:

POINTS

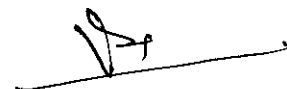
FINDINGS

- | | |
|---|--------------|
| 1. Whether the respondents have failed to hand over the possession of the flats on the agreed date? | Affirmative. |
| 2. Whether the respondents are liable to pay interest on the complainants' investment for delayed possession? | Affirmative. |

REASONS

4. The complainants have produced the agreements for sale executed by the respondents in their favour. They show that the respondents agreed to hand over the possession of the booked flats on or before December 2016 with grace period of six months but they have failed to deliver it till the date of the complaint. Hence, I record my finding that the respondents have failed to hand over the possession of the booked flats on agreed date.

5. The respondents have relied upon the orders passed by the Hon'ble High Court in PIL No. 182 of 2009. The Hon'ble High Court by its order dated 13th July 2015 directed the Kalyan-Dombivali Municipal Corporation not to sanction any proposal/project for construction of building until



further orders. But this stay has been vacated by the Hon'ble High Court on 25.04.2016. In fact, the complainants booked the flat in the year 2010 itself and the possession was to be delivered in December 2016. Section 8(b) of The Maharashtra Ownership of Flats Act contemplates the extension of only six months for possession if the grounds/ reasons beyond the control of the promoter really prevent him from completing the project as agreed. Even that period of six months has lapsed.

6. Section 18(1)(a) of RERA provides that on failure of the promoter to complete the flat on the date specified in the agreement for sale he becomes liable to pay interest on the amount of the allottee at prescribed rate if the allottee continues in the project. The complainants want to continue in the project and therefore, the respondents are liable to pay interest at prescribed rate on their investment mentioned in para-2 of this order from 01.07.2017. The prescribed rate of interest is 2% above the SBI's MCLR which is currently 8.4%. The complainants are also entitled to get Rs. 20,000/- towards the cost of their complaints.

ORDER

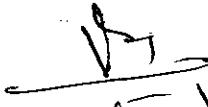
A. The respondents shall pay simple interest at the rate of 10.4% on complainants' investment mentioned in para-2 of this order from 01.07.2017 till handing over the possession of the flats with OC.

B. The respondents shall pay each complainant Rs. 20,000/- towards the cost of their complaints.

C. The parties are permitted to adjust their respective claims and pay the balance, if any.

Mumbai.

Date: 05.11.2019.


5-11-19
(B. D. Kapadnis)
Member II, MahaRERA, Mumbai.

**THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI.**

COMPLAINT NO: CC006000000058075

Paresh J Bandarkar

--Complainant.

Versus

Nirmal Lifestyle Kalyan Pvt Ltd
(Lifestyle City Kalyan-Cypress B)

---Respondents.

MahaRERA Regn: P51700006383

Coram: Shri B.D. Kapadnis,
Member II, MahaRERA.

ORDER ON THE RECOVERY APPLICATION FILED BY THE APPLICANT.

The complainant is present and reports non-compliance of the order passed in his complaint.

2. Mr. Kadam appears for the respondents but fails to convince that respondents have genuine reason for non-compliance of the order.

3. Therefore, issue warrant under Section 40(1) of RERA against the respondents.



Mumbai.
Date:05.03.2020.

(B.D. Kapadnis)
Member II, MahaRERA,
Mumbai.