

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**

COMPLAINT No: CC006000000055001

Mr. Ranveer Sharma Complainant

Versus

M/s. Sanvo Resorts Private Limited

MahaRERA Registration No. P52000000502Respondent

Coram: Hon'ble Dr. Vijay Satbir Singh, Member 1

The complainant appeared in person.

Adv. Vikrant Shetty a/w Adv. Ranjit Nair appeared for the respondents.

Order

(31st August, 2018)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to refund the amount paid by him along with interest under section-18 of the RERA Act, 2016 in respect of booking of a flat No. 904 in the building known as "Marathon Nexzone Avior -1", having MahaRERA registration No. P52000000502 at village Kolkhe, Taluka Panvel.
2. The matter was heard on the given dates when both the parties sought time to settle the matter amicably. However, in spite of several attempts no settlement could take place so far. Hence, the matter was finally heard today.
3. During the hearing, the complainant argued that he had purchased the said flat in respondent's project by executing a registered agreement for sale dated 25 November, 2013. According to clause-15 of the said agreement, the respondent was liable to hand over the possession of the flat to the complainant on or before 31st December, 2016. He has paid substantial amount towards consideration amount of the said flat to the respondent. In the year 2016 and 2017, when he enquired with the



respondent with regard to the date of possession of the flat, the respondent did not give any satisfactory response. Therefore, the complainant has lost confidence on the respondent. Therefore, the complainant vide his letter dated 12th March, 2018 requested the respondent to refund the principle amount paid by him along with interest as per the provisions of RERA Act, 2016. Since no reply was received from the respondent, the complainant sent reminder dated 12th April 2018. However, no response has been received from the respondent till date and hence, the present complaint has been filed.

4. The respondent has disputed the claim of the complainant and argued that the project under reference has got delayed due to the reasons beyond the control of respondent. However, the respondent has given revised date of completion of the project as 31-12-2019 and he is ready to handover the possession of the said flat to the complainant by March , 2019 positively.

5. This Authority has examined the arguments of both the complainant as well as the respondent. In this present case, admittedly, there is a registered agreement for sale executed by and between the respondent and complainant dated 25th November, 2013. As per clause-15 of the said registered agreement, the respondent has not given possession of the said flat to the complainant and there is a delay. The complainant is, therefore, seeking refund under the provisions of Section-18 of RERA Act, 2016.

6. The provision of section 18 of the RERA Act, 2016 reads as under :

"18. If the Promoter fails to complete or is unable to give possession of an apartment, plot or building:

a) In accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

b)he shall be liable on demand to the Allottee, in case the Allottee wishes to withdraw from the project, without prejudice to



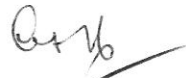
any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act."

7. According to the aforesaid provision of RERA Act, the respondent promoter, in the present case, has failed to adhere to the date of possession mentioned in the agreement for sale executed with the complainant. Therefore, on demand by the complainant / allottee, the respondent is liable to refund the amount paid by the complainant along with the prescribed rate of interest.

8. In this respect, the respondent has not put forth any cogent documentary proof to show that the said delay was beyond his control and the said project was delayed due to force-majeure clauses mentioned in the agreement for sale. Hence, MahaRERA feels that there is substance in the complaint filed by the complainant. Therefore, the complainant is entitled to get relief under the provisions of Section-18 of RERA Act, 2016.

9. In view of this fact, the MahaRERA directs the respondent to refund the amount paid by the complainant along with the interest thereon as prescribed under Rule-18 of Maharashtra Real Estate (Regulation and Development) Act, (Registration of Real Estate Projects, Registration of Real Estate Agents Rate of Interest and Disclosures on Websites) Rules, 2017.

10. With the above direction, the complaint stands disposed of.


(Dr. Vijay Satbir Singh)
Member-1/MahaRERA