

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

Complaint No. CC0060000000110822

Pradeep Pant
Yogita Pant

.... Complainants

Versus

M/s. Supreme Innovative Building projects
Respondent

....

Project Registration No. P51800006729

Coram: Dr Vijay Satbir Singh, Hon'ble Member - I/MahaRERA

CA Ramesh Prabhu appeared for the complainants.

CA Kamal Bhageria appeared for the respondent.

ORDER

(26th August 2020)

(Through Video Conferencing)

1. The complainants have filed the present complaint seeking directions from the MahaRERA to the respondent to refund the amount paid by them to the respondent along with interest under the provisions of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the RERA') in respect of the booking of 2 flats bearing nos. 407A & 408A on the 4th floor, in the respondent's project known as "34 Park Estate" bearing MahaRERA registration no. P51800006729 situated at Goregaon, Mumbai.
2. The complaint was heard finally today through video conferencing as per the SOP dated 12/06/2020 issued by MahaRERA and uploaded on the MahaRERA website. Accordingly, the notice of hearing was served upon both the parties. During the hearing, both the parties appeared through their representatives and made their respective submissions.



3. It is the case of the complainants that they have purchased the said flats in the respondent's project on 06/09/2014. The flats were purchased for a consideration of ₹ 1,11,00,000/- & ₹ 1,13,00,000/- respectively. Out of the said consideration the complainants have paid ₹ 42,42,860/- towards both the flats until 2015, amounting to around 19% of the total consideration excluding the taxes. The respondent has handed over the application form for the same to the complainants for the booking of the flats. However, neither the allotment letter has been issued, nor agreements for sale have been registered. In fact, till date the project has not been completed and possession has not been handed over to the complainants. During the booking of the flats, the complainants were promised the possession of the flats within 3 years from the date of booking. The complainants have been suffering due to the delay. Owing to the delay the complainants have purchased another flat in a different project and are no longer interested to continue with this project. The complainants further stated that the respondent has been using their money for the past 6 years. Hence the complainant filed the present complaint seeking refund of the amounts paid by them towards the purchase of the said flats along with interest thereon.

4. The respondent has uploaded the written submissions on the MahaRERA website in accordance to the SOP issued by the MahaRERA and has stated that it has allotted the flats provisionally in the year 2014 under the pre-launch booking scheme. The application form for the same was handed over by it to the complainants. The project was developed in SRA scheme having 1024 slum tenements as well as sale




component. The respondent further stated that it has completed the slum component and have also handed over the possession of 570 tenements and most of the funds were utilized for the slum component. The construction of the sale building got delayed due to the slum dwellers not willing to vacate the project site. Hence the respondent faced financial difficulties and finally entered into a joint venture with M/s. Chandak Group of Builders & Developers. Further, due to the change in policies due to the DCPR 2034, the respondent had to re-apply for the sanctions and the project would be completed as per the revised plans and sanctions. The respondent further stated that the complainants have purchased the flats at a pre launch application and the flats were sold at a concessional rate taking into account the delay which could be caused. Hence, they should not be entitled to any interest. Further the respondent stated that it was willing to refund the amount by deduction of 15% of the amount paid by the complainants.

5. The MahaRERA has examined the arguments advanced by both the parties as well as the available record. In the present case admittedly, the complainants are allottees in the respondent's project and have booked their flats with the respondent in the year 2014. Further the complainants have paid around 19 % towards the consideration of the both the flats. However, the respondent has not taken any action to execute the agreements for sale. Hence the complainants have filed this complaint seeking refund of the amount paid by them along with interest. The respondent rebutted the allegations of the complainants and stated that the complainants have purchased the flats in the pre launch event and the application forms were handed over to them for the same. The respondent also submitted that the project got delayed

due to the construction of the slum component in the project and hence the sale component got delayed. Further due to the change in policies as per DCPR 2034, the respondent had to re-apply for the sanctions to the SRA and the project would be completed thereafter. However, the respondent showed its willingness to refund the principal amount to the complainants by deducting the necessary charges.

6. In the present case, admittedly, the project has got stalled and the flats of the complainants are not ready. However, the complainants could not show any cogent documents showing the date of possession. Further no agreement for sale has been executed between the parties. Hence the complainants are not entitled to claim interest under section 18 of RERA. The MahaRERA has further observed that the date of completion in the MahaRERA registration is in the year 2028. The complainant is unwilling to wait for such a long period for the completion of the project. The respondent has also shown his willingness to refund the amounts paid by the complainants.
7. In view of the above, following the principles of natural justice, the respondent is directed to refund the amounts paid by the complainants as proposed by the respondent (supra).
8. Consequently, the complaint stands disposed of.


Dr Vijay Satbir Singh

**Member - 1/.
MahaRERA**

