

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

Complaint No. CC006000000089651

Dr. Shashikant Janardan Pawar

..... Complainant

Versus

M/s. Kapstone Constructions Private Limited
Project Registration No. P51700001516

..... Respondent

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

The complainant appeared in person.

Adv. Gayatri Tikale for the respondent.

ORDER

(14th August, 2019)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent, to refund the booking amount paid by him to the respondent with interest and compensation under the provision of section-18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "**the RERA**") in respect of booking of a flat No. 2604, in the respondent's project known as "**Rustomjee Aurelia 1**" bearing MahaRERA registration No. P51700001516 at Thane. The complainant further requested for compensation and expenses incurred towards the legal charges.
2. This matter was heard finally today. During the hearing both the parties appeared and made their submissions. The complainant has argued that he had booked the said flat for total consideration amount of Rs. 1,18,63,424/- and at the time of booking he had paid an amount of Rs. 51,000/- on 5-09-2016. However the respondent has failed to adhere to the agreed terms and conditions for payment schedule, hence the complainant discontinued the booking at initial stage and requested respondent to refund the booking amount. However the respondent has failed to refund the same. Hence the present complaint has been filed.



3. The respondent disputed the claim of the complainant and argued that the complainant had booked the said flat in the year 2016 for total consideration amount of Rs. 1,18,63,424/and paid an amount of Rs. 51,000/- towards the booking amount. Since he himself has decided to withdraw from this project , the said amount paid by him towards the booking of the said flat has been forfeited.
4. The MahaRERA has examined the argument advanced by both the parties. In the present case, the complainant is seeking refund along with interest and compensation. However admittedly there is no allotment letter or agreement for sale executed between both the parties. Therefore the MahaRERA can not grant any relief to the complainant under section 18 of the RERA Act, 2016 and the Rules and Regulations made there under. Moreover, the complainant has cancelled the said booking in the year 2016 i.e. before the commencement of RERA Act, 2016. Hence as on date the complainant is not allottee in this project.
5. In the light of these facts, the complaint stands dismissed for want of merits.



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