

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

**Complaint No. CC006000000058094**

Mr. Ashok Kashinath Padmane

Mrs.Sunita Ashok Padmane

..... Complainants

**Versus**

Lodha Developers Ltd.

..... Respondent

Project Registration No. **P51700006147**

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

**Adv. Priyanka Rathi/b M/s. Solicis Lex appeared for the complainant.**

**Adv. Tarunima Singh appeared for the respondent.**

**ORDER**  
(13<sup>th</sup> August, 2019)

1. The complainants have filed this complaint seeking directions from MahaRERA, to the respondent, to refund the amount paid by them to the respondent under the provisions of Section-11(4) and 18(1) of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA Act), in respect of booking of a flat No. 501 admeasuring 525 sq. ft. on 5<sup>th</sup> floor in wing B, in the respondent's project known as "**Casa Greenville**" bearing MahaRERA project registration No. **P51700006147** situated at Thane.
2. The matter was heard on several occasions and the same was finally heard today. During the hearing, the complainants have argued that, they have booked the said flat and paid ₹ 4,30,050/- towards the total consideration amount of ₹ 57,36,550/- by signing an application form dated 25<sup>th</sup> June, 2017. The complainants have also paid GST, CGST and

SGST charges. The complainant No. 1 was working with 'Cambata Aviation Pvt. Ltd.' and he lost his job and did not receive any amount from the company. Even the complainants are facing family health problems and financial hardships, and therefore the complainants desired to cancel the said booking in the respondent's project within a period of six months and therefore sent legal notice dated 31<sup>st</sup> January, 2019 and called upon the respondent to cancel the said booking and refund the booking amount. However, the respondent has not refunded the same, hence the present complaint has been filed.

3. During the hearing, the respondent appeared and argued the matter and disputed the claims of the complainant on the ground that, the respondent has not violated any provisions of the RERA Act as alleged by the complainants. The respondent further submitted that, the present complaint is not maintainable before the MahaRERA. He further argued that, as per clause No. 3.5 of the said application form, the amount paid by the complainants stand forfeited since the complainants at their own instance have cancelled the said booking. However, the respondent showed his willingness to pay an amount of ₹ 2,00,000/- to the complainants.
4. The MahaRERA has examined the arguments advanced by and submissions made by rival parties. In the present case, prima facie it appears that complainants have booked the said flat by signing the application form dated 25/06/2017 for total consideration amount of ₹ 57,36,550/- out of which they have paid an amount of ₹ 4,30,050/- towards the booking amount. Due to personal grounds, the complainants cancelled the said booking. There is no registered agreement for sale executed between the parties and also, there is no agreed date of possession. Hence, the MahaRERA feels that, there is no violation of Section-18(1) and 11(4) of the RERA as alleged by the respondent.

Further, there is no provision in RERA Act, 2016 to issue such direction as prayed for by the complainants.

5. In the lights of these facts and in compliance of principle of natural justice, the MahaRERA directs both the parties to settle the matter amicably.
6. Consequently, the complaint stands disposed of.



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

