

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

**Complaint No. CC00600000056621**

Mumtaz M. Madhavani

..... Complainant

**Versus**

M/s. Vikram Buildwell Pvt. Ltd.

..... Respondent

**Project Registration No. P51900001352**

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

Mr. Parshuram Kumar for the complainant.

Adv. Vijay Pawar for the respondent.

**ORDER**

(14<sup>th</sup> May, 2019)

1. The complainant has filed this complaint for raising main grievance that the respondent has failed to handover peaceful possession of flat no. 101, A wing admeasuring 53.43 sq. mtrs. carpet area, on the 1<sup>st</sup> floor, of the building no 7, known as Rachana Towers, situated at Village Dongre (old village Naringi) Tal. Vasai, Dist. Thane.
2. Pursuant to the said agreement for sale dated 25.08.2015 executed between the complainant and the respondent, the aforesaid flat was allotted to the complainant and out of total consideration of Rs.34,39,000/-, the amount of Rs.15,13,160/- was paid at the time of execution of Agreement for Sale. The schedule of the balance of payment to be made by the complainant to the respondent was specified in Clause No.4 (B) of the said agreement. It is admitted by the respondent that till March, 2014 the amount of Rs.29,57,540/- was paid by the complainant to the respondent.
3. This matter was heard on several dates before this Authority and it was finally closed for passing the order. The respondent has filed its written

statement and submitted that they are ready and willing to give possession of the aforesaid flat subject to payment of balance amount due from the complainant as per the Demand Notices dated 20.01.2017.

4. Thus there is a claim from the complainant for payment of interest on the money paid by her to the respondent and at the same time there is a counter claim of the respondent against the complainant for payment of balance and due amount from the complainant.
5. It is seen from the record that consumer complaint No. CC/17/341 between the same parties was withdrawn by the complainant with a permission to file the complaint before any other authority. This position is clear from the copy of the Order dated 18.07.2018 Exhibit 'O' to this complaint.
6. In view of the facts above, the respondent is hereby directed to pay simple interest to the complainant at the rate prescribed by MahaRERA i.e. MCLR+2% on the amount paid by her for the period of delay. The respondent can recover its outstanding dues from the complainant at the same rate of interest.
7. With the aforesaid directions, this complaint is finally disposed of.



**Dr. Vijay Satbir Singh**  
**Member – 1/MahaRERA**