

THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000001880

Arun Parshuram Veer ... Complainant.

Versus

Ravi Developments
(Gaurav woods II) ... Respondents.

MahaRERA Regn: P51800011407

Coram: Shri B.D. Kapadnis, Hon'ble
Member & Adjudicating Officer.

Appearance:

Complainant: Adv. Mr, Parminder Singh Malhi.

Respondent: Adv. Mr. Krishna Agrawal.

Final Order

23rd May 2018.

The complainant has filed this complaint under Section 18 of Real Estate (Regulation and Development) Act, 2016 for getting refund of his amount with interest and compensation on respondents' failure to hand over the possession of flat no. 504, 5th floor, C-Wing in respondents' registered project Gaurav Woods II, Mira Road (East), Thane on the agreed date May 2015.

2. The respondents plead not guilty and they have filed their explanation/reply to admit that they agreed to sell the flat to the complainant. The complainant's booked flat is on 5th floor and the respondents have completed the construction work upto 9th floor. The respondents contend they planned to construct stilt + two podiums + 21 upper floors but the local authority issued commencement certificate only upto 9th floor. Therefore, they could not make further construction. They



contend that because of demonetization the project is badly affected due to lack of money flow. They are ready to give fit out possession and offer to pay Rs. 15,000/- per month towards rent because of delayed possession. Therefore, the respondents request to dismiss the complaint.

3. Following points arise for determination. I record my findings thereon as under:

POINTS	FINDINGS
1. Whether the respondents failed to deliver the possession of the complainant's booked flat on the agreed date?	Yes
2. Whether the respondents are liable to refund Complainant's amount with interest?	Yes

REASONS

Delayed possession.

4. There is no dispute between the parties that the respondents agreed to hand over the possession of the flat by 31st May 2015 but they have not handed over its possession till the date of the complaint. Hence, I hold that the complainant has proved that the respondents have failed to deliver the possession of the flat on the agreed date.

Legal Aspects:

5. Section 18 of RERA provides that the complainant can claim refund of his amount with interest and/or compensation if the promoter fails to deliver the possession of the apartment on the date specified in the agreement. It gives the option to allottee to withdraw from the project. In view of this provision, the complainant has exercised his right to withdraw from the project and claims refund of his amount with interest.



6. Section 18 of RERA allows the allottee to collect his amount with interest at prescribed rate which is 2% above the MCLR of SBI. The current rate of MCLR of SBI is 8.05%. Thus, the complainant is entitled to get simple interest at the rate of 10.05% on his amount from the date of its receipt by the respondents till its refund.

Entitlement of the complainant:

7. So far as the payment made by the complainant is concerned, he has produced the statement Exh.'A' thereof on record. The respondents have not disputed the receipt of those payments except the amount of stamp duty.

8. It appears that the stamp duty has been paid in the name of complainant and therefore, on cancellation of the agreement for sale, the stamp duty shall be refunded by the concerned authority to the complainant himself. So far as the registration charges and the taxes paid by the complainant are concerned, the respondents are liable to reimburse them because they defaulted in handing over the possession of the flat as agreed by them. The remaining amount paid by the complainant towards the consideration of the flat needs to be refunded by the respondents. They are liable to pay the interest on the said amount at the rate of 10.05 % from the date of their respective receipts by the respondents and payment to the government. The respondents are also liable to pay the complainant Rs. 20,000/- towards the cost of the complaint. Hence, the following order.

ORDER

A. The respondents shall pay the complainant the amount mentioned in the statement of payment marked Exh.'A' except the amount of Rs. 3,76,800/- paid towards stamp duty. Exh. 'A' shall form the part of this order.



- B. The respondents shall pay the amount with simple interest at the rate of 10.05% per annum from the dates of their receipts and in case of registration charges and taxes from the date of their payment to Government, till this order is complied with.
- C. The respondents shall pay to complainant Rs. 20,000/- towards cost of the complaint.
- D. The charge of the aforesaid amount shall be on the flat booked by the complainant till its repayment.
- E. Complainants shall execute the deed of cancellation of the agreement for sale, at respondents' cost on satisfaction of his claim.


23.5.18

(B.D. Kapadnis)
Member & Adjudicating Officer
MahaRERA, Mumbai.

Mumbai.
Date: 23.05.2018

Ent-A.
Member II

COMPLAINT NO. CC0600000001880 OF Maha RERA


SR. NO.	DATE	AMOUNT	PURPOSE	RECIPT NO./ CHEQUE NO. WITH BANK NAME
1.	01/01/2013	Rs. 12,55,462/-	FOR BOOKING FLAT NO. 504	Vide Receipt no. BED47815 & CHEQUE NO.532263 OF Central Bank of India
2.	01/01/2013	Rs. 33,794/-	For Construction Service	Vide Receipt no. BED47816 cheque no. 532264 of Central Bank of India
3.	25/03/2013	Rs. 62,773/-	For Composition Scheme	Vide Receipt no. PRA49016 & cheque no. 681728, of The Mun. co.- op Bank
4.	08/06/2013	Rs. 27,93,405/-	Instalment	Vide receipt no. ROS50001, RTGS from Panjab national bank
5.	08/06/2013	Rs, 12,89,000/-	Instalment	RTGS from Punjab national Bank
6.	24/08/2013	Rs. 96,165/-	Construction Service	Vide Receipt no. ROS51104, Cheque no. 693671 of the Mun. co. op Bank
7.	10/12/2013	Rs. 99,305/-	Instalment/ Disbursement demand	RTGS from Punjab national Bank
8.	04/10/2013	Rs. 5,28,232/-	Instalment	RTGS frpm Punjab National Bank

9.	26/04/2013	Rs. 4,08,720/-	Stamp duty and registration fee Rs. 376800 + 31920	By cheque
	TOTAL	Rs, 61,58,136/- + Rs. 4,08,720 = Rs. 65,66,856 (Rupees sixty five lakhs sixty six thousand eight hundred and fifty six only)		

COMPLAINANT NAME & Sign :- Mr. Arun Parshuram Veer



RESPONDENT REMARK :

 No dispute
in the payment.
received.