

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,  
MUMBAI  
Complaint No. CC00600000056700**

Veeraj Kumar Verma

Mrs. Vrunda Veeraj Kumar Verma

..... Complainants

**Versus**

M/s. Transcon-Sheth Creators Private Limited

..... Respondent

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

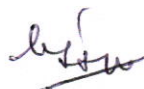
The complainant is present in person a/w Adv. Uday Kasliwal

Mr. Vikram Gaikwad a/w Gauri Shinde present for the respondent.

**ORDER**


(25th February, 2019)

1. Heard both the parties through their respective learned advocates today. The affidavit in reply of the respondents dated 23<sup>rd</sup> February, 2019 is taken on record.
2. The complainant is filed u/s 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as RERA) for seeking directions from authority to refund the amount paid to the respondent with interest thereon @ 18% p.a. and also to execute the agreement in respect of the flat No. 3202 on 32<sup>nd</sup> Floor in Auris Serenity Tower-I at Guriya Park, Link Road, Malad (West) admeasuring 759 square feet area which was booked by the complainants in August-2014. The complainants paid the total amount of Rs.44,00,000/- out of the total cost of Rs. 2,00,08,780/- to the respondent. It was submitted by the complainant that no agreement had been registered by the respondent and there was gross violation of the



provisions of said Act and also of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management, Transfer) Act, 1963. It is also the case of the complainant that the possession of the new flat in lieu of aforesaid flat offered by the respondent in December 2023 to which the complainant is not agreeable.

3. The respondent by filing his affidavit prays for dismissal of the complaint and also submitted that in spite of repeated requests by so many letters addressed to the complainants failed to come forward and execute the agreement for sale for the said flat. The respondent in their reply also submitted that they are not at fault or in breach of any agreement, hence the complainant is not entitled for any interest or the amount paid as an advance.
4. In view of the aforesaid rival contentions of the parties, since there is a breach of statutory provisions of the RERA and MOFA, the respondent is directed to refund the entire amount paid by the complainant without any interest thereon and without any deductions therefrom.
5. With the aforesaid directions, this complaint is disposed of.



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