

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC005000000010487

1. Archana Surendra Wasule
2. Surendra Namdeorao Wasule ... Complainants.

Versus

1. MS Ashirwad Associates through  
Shrirish Alamchand Hiwale
2. MS Ashirwad Associates through  
Partner Nihal Azam Pansare  
( Ashirwad Living - B Wing) ... Respondents.

MahaRERA Regn: P52100002288

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

Complainant: Mr A.M.Mamidwar Adv.

Respondent: ex parte.

**Final Order**

9th January 2018.

The complainants contend that they have booked flat no. 506, A-Wing of the Respondents' Ashirwad Living Project situated at Chikhali, Tal. Haveli, District Pune. The respondents agreed to deliver possession of the said flat within 24 months of the agreement for sale executed in the month of July 2015. However, they failed to deliver the possession on agreed date, hence, the complainants claim refund of their amount with interest.

2. The respondents have failed to appear on 11.11.2017, 14.12.2017 and today on 09.01.2018, though notices have been served upon them. Therefore, the complaint proceeds ex-parte against them.



3. Whether the respondents are liable to refund the complainants' amount with interest on their failure to deliver the possession of booked flat on agreed date? is the only point for determination. I answer it in affirmative for the following reasons:

4. The complainants have produced a copy of the agreement for sale executed by the respondents in their favour. The Clause-12 of the agreement shows that the promoter shall give the possession of the said unit to the purchaser/s within 24 months from the sanction plan with TDR. In the agreement itself on the top of Page no.-5, the respondents have mentioned that the Ashirwad Builders prepared building plan for construction and submitted the same to Pimpri-Chinchwad Municipal Corporation and got it sanctioned vide Commencement Certificate No. BP/Chikhali/52/2014 dated 25.09.2014 which is subsequently revised by the order No. BP/Chikhali/45/15 dated 20.05.2015. So on the plain reading of this contention, it becomes clear that the revised plan was sanctioned on 20.05.2015. So from 20.05.2015 within 24 months i.e. till 29.05.2017, the possession was agreed to be delivered by the respondents.

5. The complainants contend that till the date of complaint the respondents have not delivered the possession of their flat. Hence, I hold that the complainants have proved that the respondents have failed to deliver the possession of their booked flat on the agreed date.

6. Section 18 of Real Estate (Regulation and Development) Act, 2016 provides that on failure of the promoter to deliver the possession of an apartment on agreed date, the allottee gets right to withdraw from the project and claim refund of his amount with interest. The complainants have exercised their right to withdraw from the project. Therefore, they are entitled to get refund of their amount with interest.


7. The complainants have produced the statement showing that they paid Rs. 2,00,000/- on 14.10.2014, Rs. 2,00,000/- on 20.11.2014, Rs. 65,000/- on 10.05.2017, Rs. 8,94,480/- on 01.08.2015, Rs. 4,53,160/- on 01.11.2015, Rs.



2,14,870/- on 01.12.2016, Rs. 1,25,000/- on 10.02.2016 and Rs. 1,01,961/- on 07.07.2015. They had to bear the cost of registration and stamp duty amounting to Rs. 1,58,610/- on 30.07.2015(VAT). The complainants are entitled to get these amount with the interest at prescribed rate i.e. MCLR of SBI which is currently 8.05 + 2% from the dates of their payment. The complainants are also entitled to get Rs. 10,000/- towards the cost of the complainant. Hence, the order.

### ORDER

1. The respondents shall pay the complainants the amount mentioned in Para 7 of this order with simple interest at the rate of 10.05% per annum from the respective dates of their receipts till their payment.
2. The respondents shall pay Rs. 10,000/- towards the cost of the complaint.
3. The charge of the above amount shall be on the complainants' booked flat till the satisfaction of the complainants' claim.
4. On satisfaction of the claim, the complainant shall execute deed of cancellation of agreement for sale, at respondents' cost.

  
9.1.18

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

Mumbai.  
Date: 09.01.2018.

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

COMPLAINT NO: CC0050000000010487

Archana Surendra Wasule  
Surendra Namdeorao Wasule

... Complainants.

**Versus**

MS Ashirwad Associates through  
Shirish Alamchand Hiwale  
MS Ashirwad Associates through  
Partner Nihal Azam Pansare  
(Ahirwad Living - B Wing)

... Respondents.

MahaRERA Regn: P52100002288

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

**Appearance:**

Complainant: In person.

Respondents: Adv. Shakuntala Wadekar.

**FINAL ORDER**

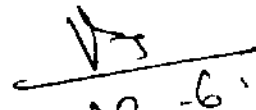
**12<sup>th</sup> June 2018.**

In pursuance of the notice under Section 40(1) of RERA, the complainant Mr. Surendra Wasule and the Advocate of the respondents are present to submit that the matter has been settled by the parties. The possession of the flat has been given to the complainant and the complainant has produced possession certificate as well as the copy of the MOU.

Since the order has been complied with, the proceeding is closed.

Mumbai.

Date: 12.06.2018.

  
12-6-18

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