

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

Complaint No: CC005000000000029

1) Sayali Vivek Mahajan
2) Mahajan Vivek Damoder ... Complainant.

Versus

1) Marvel Promoters And Developers
(Pune) Private Limited ... Respondents.
(MARVEL BRISA, PUNE)

MahaRERA Regn: -P52100001627.

Complainants: In Person.

Respondents: Mr. D. Karthick, present a/w Mr.Javed Shaikh, Adv.

Complaint No: CC0050000000000178

Abhijit Agashe ... Complainant.

Versus

1.Marvel Promoters And Developers
(Pune) Private Limited
2) Mahesh Bansilal Laddha
3) Vishwajeet Subhas Jhavar ... Respondents.
(MARVEL BRISA, PUNE)

MahaRERA Regn: -P52100001627

Complainants: In Person.

Respondents: Mr. D. Karthick, present a/w Mr.Javed Shaikh, Adv.

Coram: Shri B.D. Kapadnis,
Hon'ble Member & Adjudicating Officer.
Common Final Order.
03rd January 2018.

These complaints have been filed under section 18 of The Real Estate
(Regulation & Development) Act, 2016.



2. Mr. Vivek Mahajan booked Flat No. B-802 and Mr. Abhijit Agashe booked Flat No. A-1401 in the respondents' Marvel Brissa Project situated at Balewadi, Pune. The respondents agreed to deliver the possession of these flats on or before 30th June, 2016. However, they have failed to deliver the possession of the said flats on the agreed date. Therefore, the complainants want to withdraw from the project and they demand their amount back with interest.


3. The respondents have pleaded not guilty but they have not filed any explanation/reply.

4. Following points arise for determination. I record findings thereon as under:-

Points.	Findings.
1. Whether the respondents have failed to deliver the possession of the complainants' flats on the agreed date of possession ?	Affirmative.
2. Whether the complainants are entitled to get refund of their amount with interest under Sect.18 of RERA?	Affirmative.

REASONS

5. There is no dispute on the point that the complainants booked the above numbered flats and the respondents agreed to deliver their possession on or before 30th June 2016. The respondents have not delivered the possession of these flats till the date of complaints. In this circumstance, both the complainants have exercised their right to withdraw from the project and claim refund of their amount with interest under section 18 of The Real Estate (Regulation and Development) Act, 2016, hereinafter referred to as RERA. The respondents have not filed any explanation to explain the delay. I hold that the respondents have



failed to deliver the possession on the agreed date and there was no excuse for making the delay.

6. Section 18 of RERA entitles an allottee to get refund of his amount with interest at the prescribed rate from the dates of the payment. The complainants have filed their statements of payment marked as Exhibit 'A' for the purpose of identification. The respondents have not disputed the receipt of payments mentioned in these statements. Therefore, the respondents are liable to refund the amount mentioned in the statements to the complainants.

7. It has been submitted on behalf of the respondents that the stamp duty has been paid by the complainants by purchasing stamps in their names. On the cancellation of agreement for sale, complainants are entitled to get back the stamp duty. Hence, I hold that the respondents are not liable to pay the amount of stamp duty incurred by the complainants for purchasing stamps. The respondents have defaulted in delivering the possession of the flats. Hence the complainants cannot be made liable to sustain the loss on account of the registration fee paid by them. Respondents will have to reimburse it.

8. Complainants are entitled to get refund of their amount with interest as per section 18 of the Act. The prescribed rate of interest is currently 8.05 % + 2%. The complainants are therefore entitled to get simple interest at this rate from the dates of their payment together with Rs. 20,000/- towards the cost of their complaints. Hence, the order.

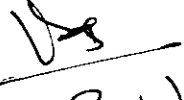
ORDER.

1. The respondents shall refund the amount mentioned in Exhibit 'A' to the complainants with the interest @10.05% from respective dates of payments except the amount of Stamp Duty. The statements marked exhibit 'A' shall form the part of this order.



- 2) The respondents shall pay each complainant Rs. 20,000/- towards the cost of the complaints.
- 3) The charge of the above mentioned amount shall be on the flats booked by the complainants till satisfaction of their claims.
- 4) On satisfaction of their claims, the complainants shall execute the deed of cancellation of their agreements for sale at respondents' cost.

Mumbai
Date: 03.01.2018


3.1.18
(B.D. KAPADNIS)
Member & Adjudicating Officer,
MahaRERA, Mumbai.

Payment:

Cust Name	Mrs. SAYALI VIVEK MAHAJAN
Flat No.	Marvel Brisa B 0802
Cust No.	133300
Order No.	20002928

Expt A

Date	Unit Amt rcvd	Text
01.04.2013	484,500.00	Ch.706472Dt18.03.2013STATE BANK OF INDIAR.No.2013
01.04.2013	500,000.00	Ch.706470Dt18.03.2013STATE BANK OF INDIAR.No.2013
03.05.2013	364,575.00	RTGSDt03.05.2013R.No.201305040002
27.05.2013	849,075.00	Ch.706473Dt25.04.2013STATE BANK OF INDIAR.No.2013
17.02.2014	95,000.00	Ch.897963Dt12.02.2014HDFC BANKR.No.201402170077
17.02.2014	5,000.00	Ch.890305Dt24.11.2013HDFC BANKR.No.201402170078
05.05.2014	246,744.00	Ch.900265Dt29.04.2014HDFC BANKR.No.201405050020
23.05.2014	332,516.00	Ch.901931Dt22.05.2014HDFC BANKR.No.201405230028
04.07.2014	329,126.00	Ch.911324Dt30.06.2014HDFC BANKR.No.201407040006
24.07.2014	672,229.00	Ch.912758Dt21.07.2014HDFC BANKR.No.201407240037
13.08.2014	357,165.00	Ch.913873Dt31.07.2014HDFC BANKR.No.201408130069
03.09.2014	672,258.00	Ch.916494Dt30.08.2014HDFC BANKR.No.201409030014
13.09.2014	315,092.00	Ch.917191Dt09.09.2014HDFC BANKR.No.201409130043
30.09.2014	336,129.00	Ch.918912Dt27.09.2014HDFC BANKR.No.201409300005
22.10.2014	672,258.00	Ch.920704Dt20.10.2014HDFC BANKR.No.201410220062
18.11.2014	336,129.00	Ch.922955Dt15.11.2014HDFC BANKR.No.201411180044
28.11.2014	1,093,603.00	Ch.924094Dt25.11.2014HDFC BANKR.No.201411280026
02.06.2016	419,476.00	Ch.971478Dt30.04.2016HDFC BANKR.No.201606020017
18-Mar-13	15,450.00	STATE BANK OF INDIA706472
26-Apr-13	26,236.42	RTGS
25-Apr-13	26,287.00	STATE BANK OF INDIA706475
4-Sep-14	98,618.27	STATE BANK OF INDIA358621
10-Oct-14	20,000.00	STATE BANK OF INDIA358628
25-Oct-14	10,484.00	STATE BANK OF INDIA358632
14-Nov-14	10,495.00	STATE BANK OF INDIA358634
27-Nov-14	23,814.00	STATE BANK OF INDIA358637
16-Dec-14	10,494.00	STATE BANK OF INDIA358641
1-Aug-14	55,695.33	STATE BANK OF INDIA 846366
7-Aug-14	603.37	STATE BANK OF INDIA846363
10-Oct-14	38,550.00	STATE BANK OF INDIA358629
22-Oct-14	3,493.00	STATE BANK OF INDIA358633
14-Nov-14	3,402.00	STATE BANK OF INDIA358635
26-Nov-14	7,632.00	STATE BANK OF INDIA358639
17-Dec-14	2,764.00	STATE BANK OF INDIA358642
18-Mar-13	89,850.00	STATE BANK OF INDIA706472
4-Sep-14	2,809.45	STATE BANK OF INDIA358621
4-Sep-13	574,445.00	STATE BANK OF INDIA779150

Account