

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000001823

Jitendra Balu Petkar ... Complainant.

Versus

Shree Balaji Associates
(Anil Thakurdas Kursija)
(Trinity Heights) ... Respondents.

MahaRERA Regn: P51700008758

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

Complainant: Present

Respondent: Absent.


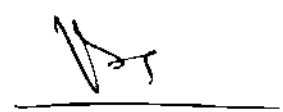
Final Order

18th December 2017

The complainant has filed this complaint under section 18 of Maharashtra Real Estate (Regulation and Development) Act, 2016 (in short, RERA).

2. The complainant complains that he booked flat no. 2302 on 23rd floor of Trinity Heights, Ghodbunder Road, Thane. It is the registered project of the respondents. They agreed to deliver the possession of the said flat to the complainant on or before 30th June 2017. However, they have failed to deliver the possession of the flat as agreed. Hence, the complainant wants to withdraw from the project and claims all his monies with interest and/or compensation.

3. On 12.12.2017, the respondent was absent. His advocate filed an application for adjournment. It was granted with specific direction that the respondents shall appear on the next date for signing the plea. The

letter intimating today's date has already been sent to the respondents.

Today, neither respondents nor his advocate are present. Therefore, there is no other option but to proceed ex-parte against the respondents.

4. Only point that arises for consideration is, whether the respondents have failed to deliver the possession of the complainant's booked flat as agreed and thereby made themselves liable to refund all the amounts paid by the complainant with interest and/or compensation. I answer it in affirmative for following reasons.

5. The complainant has produced the agreement for sale which clearly shows that the respondents agreed to deliver the possession of the booked flat on or before 30th June 2017. The complainant who is present before me states that till the date the possession has not been given. Hence, I hold that the respondents have failed to deliver the possession of the complainant's flat on the agreed date.

6. The complainant has produced the statement showing that on 03.08.2015, he paid Rs. 30,00,000/- and Rs. 8,47,500/- on 04.08.2015. He also paid Rs. 30,000/- on 11.08.2015, 17.09.2015, 20.01.2016 each. He paid Rs. 35,000/- on 13.10.2015, Rs.40,000/- on 24.11.2015, Rs.45,000/- on 17.12.2015, Rs. 60,000/- on 23.02.2016, Rs. 40,000/- on 14.03.2016, Rs. 50,000/- on 20.04.2016, Rs. 40,000/- on 11.05.2016. In addition to these amounts he paid Rs. 2,82,200/- ^{Rs 31,760/-} towards stamp duty and registration charges on 05.05.2016. He paid Rs. 25,000/- towards legal charges on 19.05.2016. Thus, the complainant has paid the respondents Rs.45,54,700/-

7. As per section 18 of RERA, when the promoter fails to deliver the possession of the flat, the allottee gets the choice either to continue with the project or to withdraw from it. The complainant wants to withdraw from the project. Hence, he is entitled to get back all the monies paid to the

² ^{corrected as per order passed}
4539 on 29.6.18

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respondents with the interest at prescribed rate. The rules framed under the Act have prescribed the rate of interest, that is, MCLR which is currently 8.05 + 2%. The complainant is entitled to get all the aforesaid amounts with interest at this rate. He is also entitled to get Rs. 10,000/- towards the cost of complaint. Hence, the following order.

ORDER

1. The respondents shall pay the complainant all the amounts mentioned in Para 6 of this order with interest at the rate of 10.05 % from the respective dates of their payment.
2. The respondents shall pay Rs. 10,000/- towards the cost of complaint.



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

Mumbai.
Date: 18.12.2017.

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

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**ORDER ON THE RECOVERY APPLICATION FILED IN COMPLAINT NO.
CC006000000001823.**


The complainant has put the order dated 18.12.2017 passed in his complaint for execution. Thereafter, the respondents have appeared and have shown their willingness to pay the money to the complainant except the cash component as they have disputed the order to that extent by preferring the Appeal No. AT006/10449. They have paid the complainant Rs. 27,50,000/- out of Rs. 38,47,500/- which is agreeable to them.

However, the complainant has filed the application contending that this Authority is favouring the respondents by giving them time for repaying him the money. Casting such ^{aspiration} ~~aspiration~~ is very painful and this shows the ungratefulness of the complainant. Be that as it may.

2. The complainant contends that Rs. 18,14,700/- towards principal and Rs. 13,60,737/- towards the interest accrued till 19.09.2018 are due from the respondents. Hence, issue warrant for recovery of the said amount.

Mumbai.
Date:19.09.2018.




19.9.18
(B.D. Kapadnis)
Member & Adjudicating Officer,
MahaRERA, Mumbai.