

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

COMPLAINT NO. CC006000000054945

Mrs. Sunita Gunjal

....Complainant

Versus

M/s. Radius & Deserve Builders LLP

..... Respondents

MahaRERA Registration No. P51800005533

Coram: Hon'ble Dr. Vijay Satbir Singh, Member-1

The complainant appeared in person.

Adv. Vibhav Krishna appeared for the respondent.

Order

(13th August, 2018)

1. The complainant has filed this complaint seeking directions of MahaRERA to the respondent to refund the entire amount paid by them to the respondent with applicable interest till actual realization of the complaint in respect of Flat No. 1302, on 13th floor in Tower 8 of the project known as 'Anantya' bearing MahaRERA Registration No. P51800005533 at Chembur, Mumbai.
2. The complainant has argued that she has booked the flat in the respondent's project on 16-04-2016 and paid 20% booking amount. At the time of booking the respondent has assured the possession of her flat in December 2020. However, due to some health issues, she cancelled the said booking and after meeting with the respondent, following four objections were raised such as 1) Allotment letter 2) Date of possession of a flat 3) Agreement execution in the month of December-2016 before the next payment and 4) Cancellation charges 10% of allotment premium. Now the respondent has extended the date of possession for 4 years from December 2020 to December 2024. After several correspondence, the respondent has agreed to process the case for refund within 6 to 9 months, provided complete the cancellation formalities including withdrawal of the legal notice dated 31.03.2018 issued by the complainant. Hence the present complaint has been filed for immediate refund of the booking amount.



3. The respondent disputed the claim of the complainant and argued that the date of possession agreed to the complainant i.e. December 2020 has not yet come and she has cancelled her booking due to her own personal problems. However the respondent shown his willingness to execute the registered agreement with the complainant as per the allotment letter. The respondent further stated that he has offered the refund to the complainant by deducting VAT and service Tax and brokerage charges. The respondent therefore requested for appropriate order of MahaRERA.
4. The MahaRERA has examined the oral as well as written submissions made by both the parties. In the present case, admittedly the complainant has booked a flat and paid 20% booking amount to the respondent, which has been subsequently cancelled by the complainant due to her own personal reasons and now the complainant is seeking refund with applicable interest. In this regard, the MahaRERA feels that the agreed date of possession i.e. December 2020, has not yet been lapsed and therefore, the complainant can not seek interest from the respondent on booking amount paid by her.
5. Considering the facts of this case and in compliance of principles of natural justice, the MahaRERA directs the respondent to refund the booking amount to the complainant by deducting the government charges within a period of 30 days from the date of this order. The respondent is further directed to provide the details of tax deduction to the complainant.
6. With these directions, the complaint stands disposed of .



(Dr. Vijay Satbir Singh)

Member-I, MahaRERA