

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000000422

Mr. Satisha Buba Shetty

Mrs. Prema Satisha Shetty

... Complainant.

Versus

Vijaykamal Properties Pvt. Ltd.

(Ravi Group of Companies)

(Meridian Court-1)

... Respondents.

MahaRERA Regn: P51800007441

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

Complainant: In person.

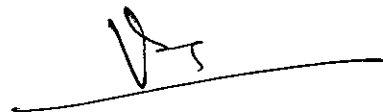
Respondent: Represented by Mr. Krishna Agarwal, Adv.

Final Order

26th December 2017

The complainants have filed complaint under Section 18 of Real Estate (Regulation and Development) Act, 2016 (RERA). The complaints claim the refund of the amount paid by them to the respondents in connection with the purchase of flat no. 0203 situated in respondents' registered project Vuelta, the Era at Kandivali, with interest and/or compensation.

2. The complainants contend that the respondents have promised to deliver the possession of the booked flat on or before 30th June 2017. But the construction work did not reach beyond the plinth level and therefore, they withdraw from the project and claim their amount with interest and compensation.



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

4. Following points arise for consideration. I record finding thereon as under-

POINTS	FINDINGS
a. Whether respondents have failed to deliver The possession of the flat on the agreed date?	Affirmative.
b. Whether the complainants are entitled to get refund of their amount with interest?	Affirmative.

REASONS:

5. Respondents have not disputed that they agreed to deliver the possession of the flat booked by the complainants on or before 30th June 2017 but they have failed to deliver it on time. Hence, I hold that respondents have failed to deliver the possession of the flat on the agreed date.

6. The allottees are entitled to demand their amount back with interest and compensation under Section 18 of RERA, when the promoter fails to deliver the possession on the agreed date. The complainants have exercised their rights to demand their amount with interest.

7. The respondents have not disputed the fact. The complainants have paid them Rs. 1,00,000/- on 07.05.2013 and Rs. 22,75,000/- on 18.06.2013 as booking amount. They have paid Rs. 73,387/- towards service tax on 18.06.2013 and Rs. 22,750/- have been paid on 12.07.2013 towards TDS payment, Rs. 95,000/- have been paid on 29.10.2014 towards VAT, Rs. 1,880/- have been paid on 16.04.2015 on account of penalty on TDS. These payments have not been disputed by the Respondents hence they are liable to refund them. The respondents have not disputed that complainants



have paid Rs. 30,000/- towards registration charges. I find that the respondents are liable to pay the complainants Rs. 30,000/- as they could not be made liable to sustain this loss on account of respondents' default.

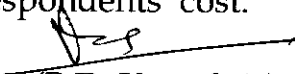
8. The respondents have not disputed that the complainants have paid Rs. 4,76,000/- towards stamp duty. According to them, stamps have been purchased in the name of the complainants and on the cancellation of sale agreement, the complainants shall be entitled to get refund of the stamp duty. Hence I find that complainants are not entitled to get them from respondents.

9. The respondents have denied to have accepted Rs. 9,000/- in cash on 19.11.2014 at the time of registration. The complainants have failed to prove payment of this amount. Hence, they are not entitled to get refund of this amount. Hence, the following order.

ORDER

- a. The respondents shall pay the complainants, the amount mentioned in Para 7 of this order with interest at the rate of Rs. 10.05% from their respective payments till their refund.
- b. The complainants can claim the refund of stamp duty.
- c. The respondents shall pay Rs. 20,000/- to the complainants towards the cost of complaint.
- d. The charge of the above amount shall be on flat no. 0203 situated in respondents' registered project Vuelta, the Era at Kandivali till the satisfaction of complainants' claim.
- e. On satisfaction of complainants' claim, they shall execute deed of cancelation of agreement for sale at respondents' cost.

Mumbai.
Date: 26.12.2017.


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

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000000422

Mr. Satisha Buba Shetty

Mrs. Prema Satisha Shetty

... Complainants.

Versus

Vijaykamal Properties Pvt. Ltd.
(Ravi Group of Companies)
(Meridian Court 1)

... Respondents.

MahaRERA Regn: P51800007441

Coram: Shri B.D. Kapadnis, Hon'ble Member,
MahaRERA, Mumbai.

Appearance.

Complainant: In person

Respondent: Mr. Agrawal.

**Final Order on the complainants' application u/s 63 of
The Real Estate (Regulation and Development) Act, 2016.
13th March 2018.**

Per Coram:

The complainants have filed the complaint under Section 18 of The Real Estate (Regulation and Development) Act, 2016 and it has been decided on merits by this Authority on 15.12.2017. The respondents have been directed to refund the amount of the complainant mentioned in Para-7 of the said order with interest at the rate of 10.05% from the date of their respective payments together with Rs. 20,000/- towards the cost of the complaint. Almost 70 days are over but as reported by the complainant, the order has not been complied with. Hence on the application of the complainant regarding non-compliance of the order, the show cause notice has been issued to the respondents u/s.63 of the Act. To-day Advocate, Mr. Agrawal appears for respondents to explain



his difficulty. According to him, the respondents have not been responding to him also. Therefore, the respondents have not shown any cause as to why the penalty under Section 63 should not be imposed.

2. However, the learned Advocate, Mr. Agarwal has brought to my notice that the respondents have paid Rs. 3,00,000/- on 12.03.2017 through RTGS. The fact remains that almost 36,00,000/- including interest are yet to be paid by the respondents. The respondents have not preferred the Appeal to challenge the order. The respondents have not complied with the order passed in the complaint within 30 days. They are liable to pay penalty from 16.1.2018. In these circumstances, respondents have left no other option before me but to pass the following order.


ORDER

Respondents shall pay Rs. 5000/- towards the penalty from 16.1.2018 for every day, during which the default to comply with the order dated 15.12.2017 continues, till the amount of penalty cumulatively extends upto 5% of the estimated cost of their real estate project registered with MahaRERA or until the compliance of the order, whichever is earlier.

Respondents to deposit the amount of penalty accrued till this date, within 10 days and thereafter he shall go on paying it on or before 15th and last date of a month.

He shall report on the compliance of the order passed on complainants' complaint.

Secretary of the Authority shall monitor the matter and submit quarterly report to the undersigned.


13-3-2018

(B.D. Kapadnis)
Member, MahaRERA, Mumbai.

Date: 13.03.2018