

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

Complaint No. CC006000000089739

Mrs. Rekha Devchand Kamble

.... Complainant

Versus

M/s. Shreeji Realtors

.... Respondent

Project Registration No. P52000005330

Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA

The complainant appeared in person.

Adv. Khushiram appeared for the respondent.

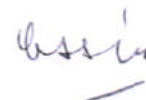
ORDER

(14th October, 2019)

1. The complainant has filed this complaint seeking direction from MahaRERA to the respondent to refund the entire amount paid by her with interest and compensation under the provision of section-18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat No. 21, in wing A2, in building named as 'Ruby', in the respondent's project known as "**Shreeji Aura**" bearing MahaRERA registration No. P52000005330 at Dahiwadi, Karjat, Dist Raigarh.
2. This matter was heard finally today. During the hearings, both the parties appeared and made their submissions. The complainant has stated that she has booked the flat on 23-12-2014 for a total consideration amount of ₹ 16,63,636/-. The registered agreement for sale was executed on 28-05-2015. According to the said agreement, the respondent was liable to handover possession of the said flat to the complainant within 36 months i.e. 28-05-2018. However, though the

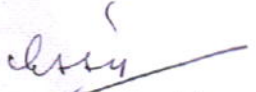
complainant has paid entire consideration amount, the respondent has failed and neglected to handover possession of the said flat to the complainant on the agreed date of possession. Further, the respondent has obtained part occupancy certificate for only two flats which are incomplete and having leakage problem. Besides, the respondent has not provided amenities along with the said flat as agreed in the agreement for sale. Hence, the complainant wants to withdraw from the project and seeking refund with interest and compensation under section-18 of the RERA.

3. The respondent disputed the claim of the complainant and stated that the project is completed and part occupancy certificate including the complainant's flat is received in the month of August, 2019 and the possession was offered to the complainant. However, she refused to accept the same. Further, as per the agreement they were liable to handover possession of the said flat to the complainant on or before May 2018 and on that date the flat was ready and the occupancy certificate was applied for. However, the same is received in August, 2019. Hence, they are not at fault. With regard to the allegation made by the complainant, for leakage in flat, the respondent has stated that they will clear all the defects, if any, pointed out by the complainant. The respondent, therefore, requested for dismissal of this complaint.
4. The MahaRERA has examined the arguments advanced by both the parties as well as the record. In the present case, the complainant is seeking refund along with interest and compensation due to delayed possession under section-18 of the RERA. However, the respondent has informed that the part occupancy certificate has already been issued to the flat. According to the agreement for sale, the



respondent was liable to handover possession of the said flat to the complainant on or before May, 2018 and same is not given on time. Since the occupancy certificate has already been issued, the respondent is directed to forthwith handover possession of the flat to the complainant and provide all amenities mentioned in the agreement for sale within a period of 2 months from the date of this order and also to correct the defects, if any, in the complainant's flat before handing over possession of the flat.

5. With these directions, the complaint stands disposed of.


(Dr. Vijay Satbir Singh)
Member – 1/MahaRERA