

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
BANDRA, MUMBAI

COMPLAINT NO: CC006000000000430

Mr. Sunil Mayekar Complainant

Versus

Aryaman Infratech India Pvt Ltd Respondent

MahaRERA Registration No. P51800012284

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

Date- 4th October 2017

Order

- 1) The complainant has filed this complaint before the MahaRERA seeking direction to respondent to refund the advance amount of Rs. 52,59,000/- with 10% interest per month paid by him in the MahaRERA registered project bearing No. P51800012284 at Andheri (West) Mumbai. The complainant alleged that he has purchased the flat in the said project, for total consideration amount of Rs. 98 lacs and has paid an amount of Rs 42 lacs to the respondent. But the respondent did not execute the registered agreement for sale with the complainant and hence the complainant cancelled the said booking and now wants refund of his money paid with interest from the respondent as per the provisions of the RERA Act, 2016.
- 2) This matter was heard by this Authority on 26-09-2017, when the complainant and the representative of the respondent were heard in person. On that date the respondent sought an adjournment to settle the matter amicably. Hence the matter was adjourned to 4-10-2017.

- 3) This matter was again heard on 4-10-2017. During the hearing, the representative of the respondents, Mr. Chandrashekhar Mule pointed out that they could not resolve the matter due to non co-operation of the complainant. The respondent also pointed out that the complainant was no longer an allottee of the registered project, because his allotment had been cancelled on 19-05-2016 on his request. Thereafter the respondent had refunded Rs. 13 lacs to the complainant and the balance amount would be paid to the complainant by deducting 20% administrative charges as provided in clause 5 of the allotment letter. The respondent further stated that the agreement could not be registered, since the complainant did not pay stamp duty and registration charges, though they repeatedly requested him to pay the same. The respondent also informed that he had already sold the said flat to a third party and hence now there is no question to register the agreement for sale with the complainant. However, the complainant denied the said contentions of the respondent.
- 4) It is clear from the above facts that the complainant was no longer an allottee as his allotment had been cancelled on his request and the money was being refunded. The respondent is willing to pay the balance amount of refund after deduction of the administrative charges. The respondent is directed to pay back the outstanding amount of refund to the complainant within a period of 15 days.
- 5) In view of the above directions, the complaint stands disposed of.



(Dr. Vijay Satbir Singh)
Member - 1