

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

COMPLAINT NO: CC006000000010082

SAVEENA AGRAWAL ... Complainant.

Versus

SAHARA CITY HOMES ... Respondent  
MahaRERA Regn: P50500013486

**Coram:**

Hon'ble Shri Madhav Kulkarni.

**Appearance:**

Complainant: Present

a/w Representative Gandhi

Respondent: Absent

**Final Order**

17<sup>th</sup> September 2019

1. The complainant who had booked a row house with the respondent/promoter seeks withdrawal from the project and refund of the amount paid with interest and compensation.
2. As usual a cryptic complaint has been filed. All that is mentioned is that possession has been delayed. Amount paid against price is Rs. 57,77,394/-. Interest @ 15% p.a. is payable from January 2011 for losses suffered. Amount payable is Rs. 31,84,728/- + 15,01,333/-. All the necessary details regarding agreement are missing in the complaint for the reasons best known to the complainant. Copy of the booking form is placed on record having the date 31.07.2017. Smt. SAVEENA AGRAWAL booked Row House in the project "Exotic" at Nagpur for a consideration of Rs. 56,30,000/-. It was to have area of 177.90 sq. mtrs and terrace of 86.18 sq. mtrs. An endorsement has been put by the complainant. Allotment is dated 29.08.2007.
2. The complaint came up before me on 15.07.2019. Representative of complainant was present. Respondent was absent. Arguments for

complainant were heard. As I am working at Mumbai and Pune Offices in alternative weeks and due to heavy pendency in this office, this matter is being decided now.

3. Following points arise for my determination; I have noted my findings against them for the reasons stated below.

Points	Findings
1. Has the respondent failed to deliver possession as per agreement without there being circumstances beyond his control?	Affirmative
2. Is the complainant entitled to the reliefs claimed?	Affirmative
3. What order?	As per final order

#### Reasons.

4. Point no. 1, 2

Allotment letter dated 29.08.2007 issued by respondent is placed on record. Unit No. R-5/319, type independent Row House was agreed to be sold for consideration of Rs. 56,30,000/-. Payment plan was applicable in 38 months. Possession was to be handed over as per schedule mentioned in allotment letter. The payment schedule shows that first instalment was payable on 06.08.2007. Final 38<sup>th</sup> instalment was payable on 1<sup>st</sup> Oct. 2010. They were all monthly instalments. As per letter dated 7.11.2007 possession was proposed to be handed over within 38 months from the date of allotment.

5. There is letter dated 31.08.2018 from the complainant informing that she has paid all the costs but possession was not received. There is another letter dated 9.11.2016. There is letter from the respondent asking for consent to take possession by December 2009 on revised payment plan. Since the booking is of the year 2008

and there is no challenge that possession has not been delivered, I hold that the respondent has failed to deliver possession without there being circumstances beyond his control. I therefore answer point No.1 in the affirmative.

6. Complainant has placed on record receipt issued by respondent for Rs. 56,30,000/-. Complainant will be entitled to refund of this amount together with interest as provided under Rule 18 of Maharashtra Rules. Complainant is claiming interest @ 15% p.a. from January 2011 and reimbursement of losses. However, the interest is being awarded as compensation as per settled law. A further sum of Rs. 50,000/- is awarded as compensation for inconvenience suffered by the complainant. I therefore answer point No.2 in the affirmative and proceed to pass following order.

#### ORDER

- 1) The complainant is allowed to withdraw from the project.
- 2) Respondent to pay Rs.56,30,000/- to the complainant together with interest @ 10.75% p.a. from the date of payments till final realisation.
- 3) The respondent to pay Rs. 50,000/- to the complainant as compensation.
- 4) The respondent to pay Rs. 20,000/- to the complainant as costs of this complaint.
- 5) The respondent to pay the above amounts within 30 days from the date of this order.

Mumbai.  
Date: 17.09.2019

*17.09.2019*  
(Madhav Kulkarni)  
Adjudicating Officer,  
MahaRERA