

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

COMPLAINT NO: CC0030000000000026.

Abhishek Rameshwar Roay.
Ruchi Abhishek Roay.

... Complainants.

Versus

M.S. Sunder Siddhi
Through its partner Suresh Runwal
M.S. Sunder Villa
M.S. Sunder Sports Planet
MS Sunder Heritage through its
Partner Runwal
(Shamit Octozone)

... Respondents.

MahaRERA Regn: P51500011267.

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

Appearance:

Complainants: Adv. Anand M. Marmidwar.
Respondents: Ex parte.

FINAL ORDER

19th September 2018.

The complainants have filed this complaint under Section 18 of Real Estate (Regulation and Development) Act, 2016 for getting refund of their amount with interest from the respondents on respondents' failure to hand over the possession of their booked flat no. C-104, situated in Tower 'C' of their registered project "Shamit Octozone, Nakshatrawadi, District Aurangabad.

2. The complainants contend that the respondents agreed to deliver the possession of the booked flat within 18 months from the agreement for sale dated 22.07.2013. The complainants want to withdraw from the project as



the respondents have failed to hand over the possession of the flat on agreed date.

3. The respondents have failed to appear despite the notice. Hence, the complaint proceeds ex parte against them.

4. Complainant has produced the copy of the agreement for sale dated 22.07.2013 showing that the respondents agreed to hand over the possession of the flat within 18 months of the said agreement. Respondents have failed to hand over the possession of the booked flat of the complainants on agreed date. The complainants want to withdraw from the project hence, the respondents have made themselves liable to refund the complainants' amount with interest u/s 18 of RERA.

5. The complainants contend that they paid Rs. 4,95,000/- on 01.09.2013, Rs. 26,40,000/- on 25.07.2013 towards the consideration of flat. They had to pay Rs. 16,854/- towards processing fees for loan and Rs. 34,944/- towards insurance. I find that the complainants are entitled to get refund of the consideration amount and refund of the processing fee and insurance amount because they had to spend money on those counts by relying on the assurance of the respondents regarding handing over the possession of the flat on agreed date. The respondents have failed to hand over the possession on the said date, they made the default and therefore, they have incurred the liability to reimburse these amount to complainants that too with Rs. 10,000/- towards the cost of the complaint.

6. The complainants are entitled to get the simple interest at prescribed rate which is 2% above SBI's highest MCLR. It is 8.5% at present. The complainants are entitled to get the interest on their amount from the date of payment to which I have referred to above. Hence, the following order.



ORDER

The respondents shall pay the complainants the amount mentioned in para 5 of this order with simple interest at the rate of 10.5% from the date of their payment till they are refunded.

The charge of the aforesaid amount shall be on the booked flat till the satisfaction of the complainants' claim.

On satisfaction of the claim, the complainants shall execute the cancellation deed of agreement for sale, at respondents' cost.

Mumbai.

Date: 19.09.2018.

VS
19.9.18

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