

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

**COMPLAINT NO: CC0030000000000021.**

Punit Prabhulal Parmar.

... Complainants.

**Versus**

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

...Respondents.

MahaRERA Regn: **P51500011267.**

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

**Appearance:**

Complainant: Adv. Anand M. Mamidwar.  
Respondents: In person.

**FINAL ORDER**

**5<sup>th</sup> July 2018.**

The complainant has filed this complaint under Section 18 of Real Estate (Regulation and Development) Act, 2016 for refund of his amount with interest from the respondents on their failure to hand over the possession of his booked flat no. 304, situated in Tower 'N' of their registered project "Shamit Octozone, Nakshatrawadi, District Aurangabad.

2. The complainant contends that the respondents agreed to deliver the possession of the booked flat within 18 months from the agreement for sale dated 28.03.2013. The complainant wants 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 plead guilty by submitting that the possession is delayed and therefore, they have showed their willingness to refund the complainant's amount with interest.

4. Since the respondents have not disputed the fact that they have failed to hand over the possession of the booked flat of the complainant on agreed date, they have made themselves liable to refund the complainant's amount with interest as the complainant withdraws from the project u/s 18 of RERA.

5. The complainant contends that he paid Rs. 4,63,000/- on 28.01.2013, Rs. 4,63,000/- on 11.03.2013, Rs. 2,66,734/- on 25.03.2013 towards the consideration of the flat. He paid Rs. 1380/- on 29.05.2013 for deed of rectification. He paid Rs. 10,41,750/- on 26.07.2013, Rs. 2,31,500/- on 24.12.2013 towards the consideration of the flat. He paid Rs. 50,000/- on 17.04.2017 towards one time infra charges and Rs. 16,216/- towards insurance amount. The respondents have not disputed these payments. However, the learned advocate of the complainant agrees with the respondents that out of these amount respondents paid Rs. 1,38,910/- towards stamp duty in the name of the complainant on 26.03.2013 and Rs. 24,140/- towards registration charges on 28.3.2013. Therefore, the respondents are entitled to get set off of these amount.

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

## ORDER

The respondents shall pay the complainant 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 respondents are entitled to get set off of stamp duty Rs. 1,38,910/-, paid on 26.03.2013 and registration charges Rs. 24,140/- paid on 28.3.13, together with interest at the same rate from the date of their payment.

The respondents shall pay Rs. 6,000/- towards the cost of the complaint.

Mumbai.

Date: 05.07.2018.



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