

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

Complaint No.CC005000000022200

1.Nitin Mahadev Kumbhar .. Complainants
2.Leena Nitin Kumbhar

Versus

M/s.R.V. Realty .. Respondents
(Vastushodh & Relicon Shelters
through its Partners)

Coram : Shri.W.K.Kanbarkar
Hon'ble Adjudicating Officer

FINAL ORDER

-03-2019

- 1.** Present complaint Is moved for refund of amount together with interest thereon for the booked flat, in the light of Section-18 of The Real Estate (Regulation & Development) Act, 2016.
- 2.** Complaint Is reflecting as per registered agreement for sale dated 24-07-2015 the complainant had booked flat No.202 In Wing 'A-1' in the project known as "Urban Gram Baramati", at Jalochi, Baramati, Pune with the respondent for price of Rs.23,62,500/-. As per said agreement possession of the booked flat was to be delivered within 36 months from the date of

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registered agreement. Complainant has made payment of Rs.19,83,901/- towards the booked flat and further made payment towards stamp duty and registration of the said agreement. However, the Respondent has failed to deliver the actual possession of the booked flat inspite of agreement and receipt of payment as aforesaid. Therefore the present complaint for recovery of Rs.21,26,591/- including Rs.19,83,900/- payment of part price, Rs.1,18,200/- stamp duty charges, Rs.24,490/- registration charges, together with interest thereon and further for recovery of compensation of Rs.10,00,000/- and cost of the present proceeding.

3. Plea of respondents recorded. Respondents have not filed written statement. Both the parties on amicable settlement have filed consent terms duly signed by the complainants and the respondents on dated 27-03-2019 and the same taken on record. As per the consent terms respondents/developers assured for delivery of possession of flat No.202 Wing A-1 to the complainants in the said project on or before 31st May, 2019 instead of earlier date of delivery of possession of said flat as per agreement dated 24-07-2015 and respondents/developers further assured about the payment of interest for the delayed possession from 23-07-2018, i.e., of Rs.2,26,362/- @ 10.50% p.a. on the entire amount received as per the agreement to sale, comprising of 25% of interest by

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cheque No.093482 dated 15-4-2019 in the name of Baramati Sahakari Bank of Rs.56,590/- and further 25% of interest vide cheque No.093483 dated 31-5-2019 in the name of Baramati Sahakari Bank of Rs.56,590/- and further 50% Interest vide cheque No.NII dated 31-08-2019 of Rs.1,13,182/- to be adjusted in the amount to be received from the complainants at the time of receipt of actual possession of the booked flat and further respondents have paid legal charges of Rs.20,000/- by cheque No.093496 to the complainants. Both the parties have consented that the terms and conditions mentioned in the consent terms are true and correct and the said consent terms are taken on record.

4. Thus, both the parties shall abide and act in accordance with the consent terms as aforesaid being part of record. So in the light of aforesaid consent terms the present complaint is disposed off.

Pune
Date :- 28-03-2019


(W.K.Kanbarkar)
Adjudicating Officer
MahaRERA