

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

COMPLAINT NO: CC0060000000054556.

Pascoal D'silva

... Complainant.

Versus

Jaycee Homes Pvt.Ltd.
(Elegance-Andheri)

...Respondents.

MahaRERA Regn: P51800011001

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

Appearance:

Complainant: Adv. Ankur Pahade i/b
Shraddha Dubepatil & Co.

Respondents: Absent (exparte).

FINAL ORDER

27th July 2018.

The complainant has filed this complaint under Section 18 of Real Estate (Regulation and Development) Act, 2016 because the respondents have failed to deliver the possession of the flat no. 301 in respondents' registered project 'Elegance' situated at Andheri on the agreed date April 2017. He wants to continue in the project and therefore, he claims interest on his investment from the date of the default made by the respondents in handing over the possession of the flat.

2. The complainant further contends that the agreed consideration of the flat is Rs. 2,30,000,00/-. However, Rs. 18,87,535/- have been disbursed by the Bank in excess. The respondents returned Rs. 3,30,000/- out of it.



Thus, he contends that he is entitled to get the excess amount of Rs. 15,57,535/- from the respondents.

3. Despite the notices sent to the respondents marked Exh.'A' & 'B', they failed to appear on 13.06.2018 and today on 27.07.2018 in the matter. Therefore, this matter proceeds exparte against them.

4. The complainant has produced the copy of the agreement for sale which shows that the respondents agreed to deliver the possession of the booked flat in October 2016 with the grace period of six months. So in any circumstances the respondents were to hand over the possession of the flat by the end of April 2017. The possession is not delivered till the date of the complaint.

5. The complainant has produced the statement of the payment marked Exh. 'C' which shows that though he was required to pay the respondents Rs. 2,54,45,000/- including the flat value, taxes, stamp duty and registration, he paid them Rs. 2,73,27,810/-. The last instalment of loan disbursed by the Financer is of 31.08.2016. The complainant has filed an affidavit marked Exh.'D' showing that the respondents have returned Rs. 3,30,000/- out of excess amount. Thus, he is entitled to get Rs. 15,57,535/- from the respondents which have been paid extra.

6. Under Section 18 of RERA, the complainant is entitled to get the interest at prescribed rate on his investment from the date of default till the possession of the flat is handed over. The prescribed rate of interest is 2% above the SBI's highest MCLR which is currently 8.5%. The complainant is also get Rs. 10,000/- towards the cost of the complaint. Hence, the order.

ORDER

A. The respondents shall pay the complainant interest at the rate of 10.5% from 01.05.2017 till handing over the possession of the flat on his investment of Rs. 2,30,00,000/-.


B. The respondents shall return RS. 15,57,535/- to the complainant along with the interest from 01.08.2016.



C. The respondents shall pay the complainant Rs. 10,000/- towards the cost of the complaint.

Mumbai.

Date: 27.07.2018.



27.7.18

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

Encl 2

Complaint No. C00600000054556

PAYMENTS MADE TO JAYCEE BHAGTANI BUILDERS					
Sr.	Cash / Cheque no.	Date	Bank Name	Remarks	Amount
1	953923	05-Mar-15	Kotak Mahindra Bank	Own Contribution	22800.00
2	350453	05-Mar-15	Corporation Bank	Own Contribution	460000.00
3	625801	05-Mar-15	Corporation Bank	Own Contribution	2775000.00
4	018332	05-Mar-15	Corporation Bank	Own Contribution	3147000.00
5	NEFT	01-Sep-16	Kotak Mahindra Bank	Own Contribution	49735.00
6	RTGS	14-Jul-16	Corporation Bank	Own Contribution	110217.00
7	NEFT / IBR4209865	18-Dec-14	Kotak Mahindra Bank	Own Contribution	500000.00
8	394460	31-Aug-16	Axis Bank / DHFL	By DHFL	5000000.00
9	394459	31-Aug-16	Axis Bank / DHFL	By DHFL	5000000.00
10	394461	31-Aug-16	Axis Bank / DHFL	By DHFL	4083000.00
11	394458	31-Aug-16	Axis Bank / DHFL	By DHFL	5000000.00
12	ICICH16245533050	01-Sep-16	IDBI	Stamp Duty	1180058.00
Total					27327810.00

Total payment to Jaycee Bhagtani Builders	27327810.00												
Property Insurance with DHFL Pramerica	6,86,816.00												
<table border="1"> <thead> <tr> <th colspan="2">COST OF PURCHASE</th></tr> </thead> <tbody> <tr> <td>Flat Value</td><td>2,30,00,000.00</td></tr> <tr> <td>Service Tax</td><td>10,35,000.00</td></tr> <tr> <td>VAT</td><td>2,30,000.00</td></tr> <tr> <td>Stamp Duty + Reg</td><td>11,80,000.00</td></tr> <tr> <td>Total</td><td>2,54,45,000.00</td></tr> </tbody> </table>		COST OF PURCHASE		Flat Value	2,30,00,000.00	Service Tax	10,35,000.00	VAT	2,30,000.00	Stamp Duty + Reg	11,80,000.00	Total	2,54,45,000.00
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Service Tax	10,35,000.00												
VAT	2,30,000.00												
Stamp Duty + Reg	11,80,000.00												
Total	2,54,45,000.00												
Payment made to Jaycee	27327810.00												
Balance to be returned by Jaycee	1882810.00												

Extra 11 paid

For Pascoal Anton D'Silva

[Signature]
27/7/2018