

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

**COMPLAINT NO: CC006000000057093.**

Kundip Sunderji Thakker

... Complainant.

**Versus**

Om Builders And Developers  
Shopforprop Realty Pvt Ltd.  
(Ashoka Heights)

... Respondents.

**MahaRERA Regn: P51800003394.**

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

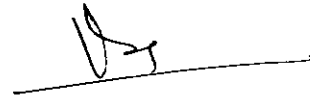
**Appearance:**  
Complainants: In person.  
Respondents: Absent.

**FINAL ORDER  
29<sup>th</sup> January 2019.**

The complainant contends that he booked flat no 1101 of A-wing of respondents' registered project 'Ashoka Heights' through the respondent no.2 and paid Rs.15,84,000/- to the respondent no.1. However, he cancelled the booking because it was getting delayed. The respondents accepted the cancellation and promised through their email dated 17<sup>th</sup> June 2018 to repay the principal amount within 30 to 90 days. However, they did not pay the amount and hence, the complainant has filed this complaint.

2. The complainant has withdrawn the complaint against the respondent no. 2 because he was not served with the notice.

3. The respondent no.1 have failed to appear despite the service of notices on 01.01.2019 and 29.01.2019. Hence, the complaint proceeds exparte against them.



4. The complainant has brought to my notice the email of the respondent no. 1's real estate agent, the respondent no.2 dated 15<sup>th</sup> June 2018 wherein it is clearly mentioned that the cancellation of the flat has been accepted by the respondent no. 1 and the respondent no. 1 shall repay the principal amount of Rs. 15,84,000/- within 30 to 90 days. The complainant relies upon the other email showing the acceptance of his cancellation of booking by the respondent no.1. In the facts and circumstances, I find that the respondent no. 1 have failed to repay the principal amount to the complainant as promised after the acceptance of the cancellation of booking. This amounts to unfair practice within Section 7 of RERA. Hence, the complainant is entitled to recover the said amount with prescribed rate of interest which is 2% above SBI's highest current MCLR which is 8.55% under Section 7 (3) of RERA and Rs. 10,000/- towards the cost of the complaint also. Hence, the order.

#### **ORDER**


The respondent no. 1 shall refund Rs. 15,84,000/- to the complainant with simple interest at the rate of 10.55% per annum from 16<sup>th</sup> September 2018 till the amount is re-paid.

The respondent no. 1 shall pay the complainant Rs. 10,000/- towards the cost of the complaint.

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

Mumbai.

Date: 29.01.2019.

  
29.1.19  
(B. D. Kapadnis)  
Member & Adjudicating Officer,  
MahaRERA, Mumbai.

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**ORDER ON THE RECOVERY APPLICATION FILED IN COMPLAINT.**

The Advocate Mr. Pawar for the complainant reports non-compliance of the final order passed in the matter.

2. The respondents have failed to appear despite the notice marked Exh.'A'. No cause has been shown by the respondents for issuance of the warrant. Hence, issue warrant under Section 40(1) of RERA on submission of the statement showing the accrued amount, by the complainant.

Mumbai.  
Date:06.05.2019.

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