

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

COMPLAINT No. CC006000000054818

Ms. M. S. Lavanya

....Complainant

Versus

M/s. Akshay Gruhpravesh LLP

..... Respondent

MahaRERA Registration No. P51800000487

Coram: Hon'ble Dr. Vijay Satbir Singh, Member-1

The complainant appeared in person.

Adv. Arun Panicker appeared for the respondent.

Order

(20th August, 2018)

1. The complainant has filed this complaint seeking directions of MahaRERA to the respondent to refund the booking amount with interest for the delayed period of possession in respect of booking of her two Flats Nos. 204 and 205, on 2nd floor in the project known as 'Platinum Tower-1' bearing MahaRERA Registration No. P51800000487 at Andheri, Mumbai.
2. The complainant has argued that originally she had booked 2 flats in the respondent's adjoining project known as Aashiana LLP - Platinum Tower 2. She had also paid Rs. 43.65 Lakh in November 2015 inclusive of applicable taxes. Thereafter, the builder had promised her to give the possession of the flat in February 2019. But, the construction did not take place as scheduled at all. After two years of lapsation of period, the respondent shifted her bookings in Akshaya Gruhpravesh LLP. The work of construction didn't take place even after that. As per the original payment schedule, she was supposed to make next payments after the completion of 2nd Floor only. But, the respondent continuously demanded for payment without the commencement of works.



3. The complainant, therefore, approached banks for home loans, To process the loan application, some documents were required to be obtained from the respondent and submitted to the bank. Even after demanding a number of times, the respondent didn't provide the essential documents required by the bank. Therefore, the banks refused to grant loan due of non commencement of work and also non submission of minimum required documents. The respondent has just blocked her money for the last about three years and she lost faith. Under the circumstances, there was no alternative but to get the amount paid by her with the applicable interest and compensation.
4. The respondent disputed the claim of the complainant and requested for dismissal of this complaint on the ground of maintainability as the project in which the complainant had earlier booked her flats is not registered with MahaRERA. The respondent further argued that the complainant vide her letter dated 25-09-2017 cancelled the earlier allotment and in lieu thereof two provisional allotment letters for flat Nos. 204 and 205 have been issued to the complainant. However, till date the final terms and conditions of the sale of the said flats are not yet concluded and no final allotment letters have been issued to the complainant. The respondent vide email dated 27-03-2018 has forwarded the draft agreement to be executed with the complainant for the said flats, The complainant never responded for execution of the agreements. Therefore, in absence of any final allotment letter or agreement for sale, the complainant can not seek any relief from MahaRERA. The respondent further denied that he ever agreed for refund of the money as alleged by the complainant. Since the respondent has not violated any provisions of the RERA Act, 2016 and Rules and Regulations made there under, the present complainant is liable to be dismissed.
5. This Authority has examined the oral as well as written submissions made by both the parties. In the present case, admittedly the complainant has booked two flats in the project of the respondent's sister concern and the same was cancelled by the promoter itself. The complainant had paid 20% booking amount to the respondent, which has been subsequently cancelled by the

Bsm

complainant due to non commencement of the work. However, neither final allotment letters were issued nor agreements for sale were executed. Now the complainant is seeking refund with interest. In this respect, the MahaRERA feels that since there is no final allotment letters issued by the respondent or any agreement is executed between them, the complainant can not seek any interest or compensation from the respondent on booking amount paid by her.

6. Considering the facts of this case and in compliance of principles of natural justice, the MahaRERA directs the respondent to refund the entire amount paid by the complainant within a period of 30 days from the date of this order.

7. With the above directives, the complaint stands disposed of .



(Dr. Vijay Satbir Singh)

Member-I, MahaRERA