

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

**COMPLAINT NO: CC006000000058052.**

Rama Raju Poojari

... Complainant.

**Versus**

Rajendra Jayram Dubey  
(Ajayraj Complex)

...Respondent.

MahaRERA Regn: P99000007945.

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

**Appearance:**

Complainant: Adv. Aishwarya Gokhale.


Respondent: Absent (Exparte).

**FINAL ORDER**

**2<sup>nd</sup> April 2019.**

The complainant has booked flat no. 303 of A-wing in the respondent's registered project 'Ajayraj Complex P-III' situated at village Kirat, Palghar. The respondent left the date of possession blank in the agreement for sale dated 10.09.2015. The complainant contends that the respondent orally agreed to hand over the possession of the flat within six months from the agreement. The respondent failed to hand over the possession thereof on agreed date 31<sup>st</sup> March 2016. The complainant withdraws from the project and claims his amount with interest and/or compensation under Section 18 of Real Estate (Regulation and Redevelopment) Act, 2016.

2. Respondent has failed to appear despite the service of notice marked Exh. A. Hence the complaint proceeds exparte against him.



3. The complainant has produced the copy of the agreement for sale showing that the respondent left the date of possession blank. However, in order to support his contention, he has filed an affidavit showing that the respondent promised to hand over the possession of the flat in six months from the date of agreement dated 10.09.2015. Thus he agreed to hand over the possession of the booked flat on or before 31<sup>st</sup> March 2016. However, respondent has failed to hand over the possession on the agreed date. I record my finding to this effect.

4. Section 18 of RERA permits the allottee to withdraw from the project on the promoter's failure to hand over the possession of the flat on the specified date of handing over the possession mentioned in the agreement and claim refund of his amount with interest. The complainant has exercised the right to withdraw from the project and he claims his amount with interest. The complainant has mentioned the payment of consideration made by him to the respondent in the complaint itself. It shows that he paid Rs. 50,000/- on 30.06.2015, Rs. 8,40,000/- on 24.09.2015 towards consideration. He has incurred Rs. 14,000/- towards registration charges of the agreement for sale and spend Rs. 54,000/- on stamp duty on 10.09.2015. He is entitled to get refund of consideration amount and reimbursement of registration charges with interest at prescribed rate. The prescribed rate of interest is 2% above SBI's highest MCLR which is currently 8.55%. The complainant can claim refund of the stamp duty within five years of the agreement on its cancellation from the office of the Sub registrar and hence, at this stage he cannot claim the reimbursement of stamp duty. The complainant is also entitled to get Rs. 10,000/- towards the cost of the complaint. Hence, the order.

**ORDER**

*respondent*  
The ~~complainant~~ shall refund the amount of consideration and reimburse the registration charges mentioned in Para - 4 of this order

with simple interest at the rate of 10.55% per annum from the date of the payments mentioned therein, till they are refunded.

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

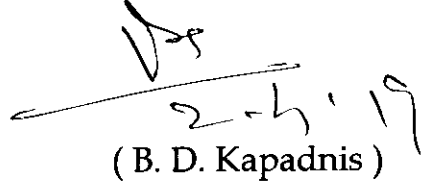
The charge of the complainant's claim shall be on the booked flat till the satisfaction of the complainant's claim.

The complainant, on satisfaction of his claim, shall execute the deed of cancellation of agreement for sale at respondent's cost.

It is hereby clarified that in case of the respondent's failure to satisfy the complainant's claim within five years of the agreement, he shall reimburse the amount of stamp duty Rs. 54,000/- to the complainant with interest.

Mumbai.

Date: 02.04.2019.

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