

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

Complaint no. CC006000000000857

Suleta P. Shastri (1) ... Complainants.
Gavin J. Pereira &
Shweta M. Rao (2)
Chetana Ramesh Rathod (3)
Bhaskaran V. Nair &
Kasturi B. Nair (4)
Gayatri Gandbhir(5)
Kiran & Lalit Jollani (6)
Brijesh Mandalia (7)

Versus

Conglome Technoconstructions Pvt.Ltd(1). ... Respondents.
Sapphire Space Infracon Pvt.Ltd.(2)
Shriram Lan (3)
(Sathyanangar Phase 1)

MahaRERA Regn: - P99000011436

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

Appearance:

Complainants: In person.

Respondents: Adv.Deepa Pohuja.

Final Order.

26th March 2018

The complainants have filed this complaint under Section 18 of Real Estate (Regulation and Redevelopment) Act, 2016 (RERA).


2. The Complainant No. 1 booked row house no. A-188, Complaint no 2 booked row house nos. A-483, A-484, Complainant No. 3 booked row houses 465 & 466, Complainant no. 4 booked row



house no. 305, Complainant no. 5 booked row house no A-199, Complainant no. 6 booked row house nos. A-745 & A-746, Complainant no.7 booked row house no. 736, in respondents' registered project Sathyanagar phase I situated at Rani Shigaon (Navale) Tal. Palaghar Dist. Thane and the respondents agreed to deliver their possession on or before 31.12.2011. Since the complainant nos. 1 to 4 and 6 to 7 want to withdraw from the project, they claim their amount with interest and/or compensation. Complainant no. 5 wants to continue in the project hence she claims interest for every month of delay till she gets the possession of her row house.

3. The respondents have pleaded not guilty. They have filed the reply to contend that they along with Sapphire Space Infrasonic Pvt. Ltd. and Shriram Lan entered into the joint development agreement on 05.10.2009 to develop the project land for low income housing scheme. They launched the project in 2009. The agreements for sale came to be executed with the complainants in the year 2010. They agreed to deliver the row houses on or before 31.03.2011 but they could not complete the project because in September 2010 news appeared in the Newspaper regarding ban on sand mining. Therefore, supply of the sand was reduced considerably and its price increased. They had to procure river sand from other places which proved very expensive and the cost of construction increased beyond threshold and tolerance of builder. The project became infeasible because of increased cost. The contractor started to make default to honour the construction milestones. Despite sale price escalation clause in the agreement, they could not increase the price. The contractor abandoned the project in December 2011 and in 2012

2



D.C. Rules were amended. Shriram Lan who were to provide the services of contractors appointed another contractor on turnkey basis but his services were terminated in January 2013 as he could not cope up with the construction milestones due to costly sand. The respondent no.1 faced financial trouble in the year 2014. Shriram Lan failed to recommend contractor and honour their commitments. Therefore, dispute between the respondents started which adversely affected the construction work. In December 2014 Shriram sold their shares to respondent no.1. Respondent nos. 1&2 executed amended joint development agreement on 11.12.2014. Thereafter, Shriram sold their share-holding in respondent no.1s' company to Sapphire on 03.03.2015. Subsequently the Sapphire took over the share holdings to respondent no.1, so the respondent no.1s' company is controlled by Sapphire and it took the task of reviving entire project. Therefore, they contend that these reasons were beyond their control. Hence, they request to dismiss the complaint.

4. Following points arise for determination. I record my findings thereon as under:

POINTS.

FINDINGS.

- | | |
|--|--------------|
| 1. Whether the respondents have failed to deliver the possession of the row houses booked by the complainant nos. 1 to 4, 6 & 7 on agreed dates? | Affirmative. |
| 2. Whether the complaint nos. 1 to 4, 6 & 7 are entitled to get refund of their amount with interest? | Affirmative. |
| 3. Whether the case of complainant no. 5 suffers from misjoinder of parties? | Affirmative. |



REASONS

Legal Provision:

5. Section 18 of RERA provides that if promoter fails to complete or is unable to give possession of an apartment on the date specified in the agreement and the allottee withdraws from the project, then he is entitled to get refund of his amount with interest from the date of its payment.


6. Section 18 of RERA allows the allottee to collect his amount with simple interest at prescribed rate which is 2% above the MCLR of SBI. The current rate of MCLR of SBI is 8.05%. Thus, the complainants are entitled to get simple interest at the rate of 10.05% p.a. on their amount from the date of its receipt by the respondents till its refund.

Delayed possession.

7. The respondents have not disputed the fact that they entered into agreements for sale of the row-houses in favour of complainant nos. 1 to 4, 6 & 7 and agreed to deliver their possession on or before 31.03.2011. However, they have failed to deliver the possession on agreed date. Therefore, I record my finding that the respondents have failed to deliver the possession of row-houses of the complainants on agreed dates.

Reasons for delay:

8. The respondents have contended that there was ban on sand mining and therefore, supply of the sand reduced considerably. It resulted into the increase in cost of construction and the contractor therefore, abandoned their project. I find that the documents placed on record by respondents do show that the Hon'ble High Court banned sand mining from river bed for some time. Therefore, there



was shortage of sand. It is pertinent to note that the agreements had been executed by the parties when Section 8 of Maharashtra Ownership Flats Act, 1963 was in force. Section 8 (b) of the said Act provides, the agreed period for delivering the possession of the flat can be extended for first three months if cause of delay beyond the control of the promoter exists and it can be extended further for three months if it still exists. Under no circumstances this period can be extended beyond six months. The said Section also makes it clear that if the promoter fails to deliver the possession on the agreed date, then the promoter makes himself liable to refund the allottees' amount from the dates received by him.

9. The respondents have contended that in the year 2012, D.C. Rules changed but they agreed to deliver the possession of the flats before 31.03.2011 and DC Rules have been changed thereafter. Hence it cannot come to their help. The respondents have referred to some internal problems faced by them regarding the abandonment of the services of the contractors, financial difficulties faced by them and their internal disputes. The allottees do not have concern with these aspects of the matter and therefore, I do not hold that these grounds prevented the completion of project and these grounds were beyond the control of the promoters.

10. The complaint nos. 1 to 4, 6 & 7 want to withdraw from the project as the respondents have failed to deliver the possession of the row houses booked by them on agreed dates. They have exercised their right to withdraw from the project which is conferred upon them by Section 18 of RERA.



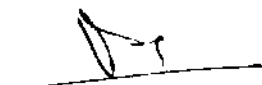
Entitlement of the complainants:

11. The complainant nos. 1 to 4, 6&7 have filed the statements showing the payment of amount made by them to the respondents. They are marked Exh. 1 to 6 respectively. The complainants are entitled to get the amount of consideration paid by them to the respondents along with the ancillary expenses such as the registration charges. They are not entitled to get the amounts spent by them on stamp duty because the same has been paid in their names. They can claim refund of these amounts on cancellation of agreement for sale. Each complainant has claimed the cost of complaint but they have filed this complaint jointly and hence they together are entitled to get Rs. 20,000/- as the cost of complaint.

12. The complainant nos. 1 to 4, 6 & 7 are entitled to get the above mentioned amount with simple interest at the rate of 10.05% p.a. from the date of their payment to the respondents or to the Government, as the case may be. The respondents are not liable to pay the compensation for mental agony and harassment claimed by the complainants because the interest is quiet sufficient to cover this ground. Moreover, the interest is compensatory in nature. Similarly, complainants are not entitled to get the amount of house rent or loss of rent, for a simple reason that they are getting the interest on the amount paid by them to respondents. They are not entitled to get bank interest claimed by them separately.

Misjoinder of complainant no. 5.

13. Complaint nos. 1 to 4, 6 & 7 seek refund of their amount as they want to withdraw from the project. The complainant no. 5 wants the possession of her row house and she claims interest of her amount paid to the respondents for every month of delay. Looking to the facts

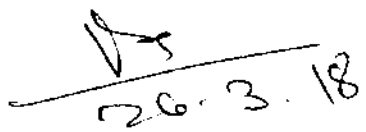


and circumstances of the case, her case suffers from misjoinder with complainant nos. 1 to 4, 6 & 7. Therefore, her case needs to be dismissed by giving her opportunity to file separate complaint. Hence, the following order.

ORDER

1. The respondents shall pay the amount mentioned in Para No11 of this order reflected in the statements of payment marked Exh. 1 to 6 submitted by the complainant nos. 1 to 4, 6 & 7 respectively. Statements of payment marked Exh. 1 to 6 shall form the part of this order.
2. The respondents shall pay the simple interest on the aforesaid amount at the rate of 10.05%p.a. from the date of their payment to respondents or government reflected in statements Exh. 1 to 6, as the case may be.
3. The respondents shall pay Rs. 20,000/- to the complainants towards the cost of complaint.
4. The charge of the aforesaid amount shall be on the row houses booked by the complainants till its repayment.
5. Complainants shall execute the deeds of cancellation of the agreements for sale, at respondents' cost on satisfaction of their claims.
6. The complaint of complainant no. 5 is hereby dismissed. She is at liberty to file another complaint, if she so desires.

Mumbai.
Date: 26.03.2018.


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

ALLOTEE:
Suleta Shastri
Unit: A-288

ANNEXURE - 10 COMPENSATION CALCULATION
PROJECT: SATHYA NAGAR - Bolar

CONGLOMERATE: VIRE

Ent-1
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member

Compensation Effective Date	31-Dec-17
Compensation Rate	12.00%

SR NO	DESCRIPTION	DATE	CONSIDERATION AMOUNT	AMOUNT PAID	NO. OF DAYS	INTEREST AMOUNT	TOTAL AMOUNT DUE	REMARKS
A	B	C	D	E	F = Eff. Date - C	G=E*(F/365)*RATE	H	
1	Row House No. A-288 - Booking	30-May-10	15,000	15,000	2,772	13,670	28,670	Row House Booking Form Dated: 30.05.2010 and receipt no. 1733 dt.30.05.2010 - paid Bank of India Cheque no. 037441 dt 30.05.10
2	Row House No. A-288 - Allotment	19-Jun-10	85,000	85,000	2,752	76,905	161,905	Payment receipt letter dtd.21.06.2010, Receipt no. 1913
3	Row House No. A-288 - 1st Installment	8-Jul-10	81,930	81,930	2,733	73,616	155,546	Payment acknowledgement letter dtd. 09.07.2010, Receipt no. 2078
3	Row House No. A-288 - 2nd Installment	8-Jul-10	19,800	19,800	2,733	17,791	37,591	Payment acknowledgement letter dtd. 09.07.2010, Receipt no. 2068
4	Row House No. A-288 - 2nd Installment	12-Mar-14	32,180	32,180	1,390	14,706	46,886	Payment acknowledgement letter dated.12.03.2010, Receipt no. 6370
5	Row House No. A-288 - 3rd Installment	14-Apr-14	51,980	51,980	1,357	23,190	75,170	payment acknowledgement letter dated.16.04.2014, Receipt no. 6478
6	Row House No. A-288 - 4th Installment		51,980					
7	Row House No. A-288 - 5th Installment		51,980					
8	Row House No. A-288 - 6th Installment		51,980					
9	Row House No. A-288 - 7th Installment		51,980					
10	Row House No. A-288 - 8th Installment		25,990					
	Sub -Total		519,800	285,890		219,878	505,768	Paid 55.00% of the total Consideration Amount
11	Stamp duty	22-Jun-10		10,400	2,748	9,399	19,799	Receipt for acceptance of payment dtd.22.06.10 (total Rs.16900/-)
12	Registration	22-Jun-10		6,500	2,749	5,875	12,375	
13	Charges towards Stamp duty & Registration	22-Jun-10		2,000	2,749	1,808	3,808	
14	Bank Interest			46,708		10,737	57,445	
15	House rent / Loss of Rent			212,300		71,460	283,760	As per Annexure B
18	Cost of Complaint			20,000			20,000	
19	Compensation for Mental agony & Harassment			100,000			100,000	
GRAND TOTAL				683,798		319,167	1,002,955	

A/ LOTEE:
Gavin Pereira
Unit: A-483, A-484

ANNEXURE - 10
COMPENSATION CALCULATIONS
PROJECT: SATHYA NAGAR - Boisar

CONGLOME, SAPPHI, SATHYA

20	Compensation for Mental agony & Harassment		100,000			100,000	
GRAND TOTAL			1,743,910		909,175	2,653,085	

ALLOTTEE:
Cherna Ratnod
Unit: A-465, 466

ANNEXURE - 10
COMPENSATION CALCULATIONS
PROJECT: SATHYA NAGAR - Bunsar

BUILDING
CONGLOMERATE, SAPPHIRE, SHIRI

Compensation Effective Date

31-Dec-17

Compensation Rate

12.00%

Page 3
Member

SR NO	DESCRIPTION	DATE	CONSIDERATION AMOUNT	AMOUNT PAID	NO OF DAYS	INTEREST AMOUNT	TOTAL AMOUNT DUE	REMARKS
A	B	C	D	E	F = E/H Date - C	G = E*(F/365)/RATE	H	
1	Row House No. A-465 & 466 - Booking	27-Oct-10	30,000	30,000	2,822	25,861	55,861	Cheque No. 18053 dated 24.10.2010
2	Row House No. A-465 & 466 - Allotment	21-Nov-10	170,000	170,000	2,597	145,147	315,147	Cheque No. 13076 dated 18th November 2010
3	Row House No. A-465 & 466 - 1st installment		192,350					Cheque No. 692027 dated 11th September 2011
4	Row House No. A-465 & 466 - 2nd installment	14-Sep-11	112,100	416,550	2,300	314,980	731,530	
5	Row House No. A-465 & 466 - 3rd installment		112,100					
6	Row House No. A-465 & 466 - 4th installment	11-Aug-14	112,100	112,100	1,238	45,626	157,726	Cheque No. 899631 dated 11th August 2014
7	Row House No. A-465 & 466 - 5th installment	11-Aug-14	112,100	112,100	1,238	45,626	157,726	
8	Row House No. A-465 & 466 - 6th installment	11-Aug-14	112,100	112,100	1,238	45,626	157,726	
9	Row House No. A-465 & 466 - 7th installment		112,100					
10	Row House No. A-465 & 466 - 8th installment		58,050					
	Sub-Total		1,121,000	952,850		622,867	1,575,717	Paid 85.00% of the total Consideration Amount
11	Stamp duty	24-Dec-10		22,500	2,564	9,957	41,457	element for sale
12	Registration	24-Dec-10		12,030	2,564	10,191	22,281	Agreement for sale
13	Charges towards Stamp duty & Registration	24-Dec-10		2,000	2,564	1,686	3,686	Agreement for sale
14	Bank Interest	1-Apr-11		423,789		178,819	602,588	As per Annexure A
15	Loss of Rent * 2			424,600		142,920	567,520	As per Annexure B x 2 Units
16	MGAT Tax	8-May-11		11,210	2,429	8,952	20,162	Cash Builder Receipt No 4899
17	Cost of Complaint			20,000			20,000	
18	Compensation for Mental agony & Harassment			100,000			100,000	
GRAND TOTAL				1,969,019		984,402	2,953,421	

ALLOTTEE:
Bhaskaran Nair
Unit: A-305

ANNEXURE - 10
COMPENSATION CALCULATIONS
PROJECT: SATHYA NAGAR - Bolar

BUILDER
CONGLOMERATE, SAPPHIRE, SHIRADI

Compensation Effective Date

31-Dec-17

Compensation Rate

12.00%

SR NO	DESCRIPTION	DATE	CONSIDERATION AMOUNT	AMOUNT PAID	NO. OF DAYS	INTEREST AMOUNT	TOTAL AMOUNT DUE	REMARKS
A	B	C	D	E	F = E/H Date - C	G = E*(F/365)/RATE	H	
1	Row House No. A-305 - Booking	10-Oct-10	15,000	15,000	2,639	13,014	28,014	Receipt No. 2897
2	Row House No. A-305 - Allotment	23-Oct-10	85,000	85,000	2,626	73,364	1,58,364	Receipt no. 3106 letter dt. 29/10/2010
3	Row House No. A-305 - 1st Installment	19-Nov-10	96,175	96,175	2,599	82,178	1,78,353	Receipt no. 3503 letter dt. 20/11/2010
3	Row House No. A-305 - 2nd Installment	28-Apr-14	56,050	56,050	1,343	24,748	80,798	Receipt no. 4538 letter dt. 28/04/2014
4	Row House No. A-305 - 3rd Installment		56,050					
5	Row House No. A-305 - 4th Installment		56,050					
6	Row House No. A-305 - 5th Installment		56,050					
7	Row House No. A-305 - 6th Installment		56,050					
8	Row House No. A-305 - 7th Installment		56,050					
9	Row House No. A-305 - 8th Installment		28,025					
	Sub-Total		5,60,500	2,52,225	9,207	1,93,325	4,45,550	Paid 45.08% of the total Consideration Amount
12	Stamp duty	10-Nov-10		11,300	2,608	9,686	20,986	Receipt no. 1358 agreement dt. 02/11/2010
13	Registration	10-Nov-10		8,490	2,608	5,565	12,055	Receipt no. 8518 dt. 10/11/2010
14	Charges towards Stamp duty & Registration	10-Nov-10		1,000	2,008	857	1,857	
15	Loss of Rent			2,12,300		71,460	2,83,760	As per Annexure B
16	AVAT Tax	22-Apr-11		5,605	2,445	4,505	10,110	Receipt no. 4597 letter dt. 16/04/2011
17	Cost of Complaint			20,000			20,000	
18	Compensation for Mental agony & Harassment			1,00,000			1,00,000	
	GRAND TOTAL			6,08,920		2,85,401	8,94,321	

28/11/14
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ALLOTEE:
Kiran Jollani
Unit: A-745, 746, 747

ANNEXURE - 10
COMPENSATION CALCULATIONS
PROJECT: SATHYA NAGAR - Borsar

BUYERS
CONGLOME, SAPPHIRE, SHRIRAM

Exh - 6
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Compensation Effective Date		31-Dec-17	
Compensation Rate		12.00%	

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SR NO	DESCRIPTION	DATE	CONSIDERATION AMOUNT	AMOUNT PAID	NO. OF DAYS	INTEREST AMOUNT	TOTAL AMOUNT DUE	REMARKS
A	B	C	D	E	F = EH Date - C	G=E*(F / 365)*RATE	H	
1	Row House No. A-745, 746 & 747 Booking	9 Dec 09	30,000	30,000	2,944	29,037	59,037	Receipt No. 133
2	Row House No. A-745, 746 & 747 Agreement	17 Jan 10	1,74,244	1,74,244	2,912	1,65,815	3,41,060	Receipt No. 282 & 284
3	Row House No. A-745, 746 & 747 Agreement	16 Sep 10	1,36,162	1,36,162	2,663	1,19,211	2,55,373	Receipt No. 2696
3	Row House No. A-745, 746 & 747 - 1st Installment	16 Sep 10	1,36,162	1,36,162	2,663	1,19,211	2,55,373	Receipt No. 2696
3	Row House No. A-745, 746 & 747 - 2nd Installment	16 Sep 10	1,27,676	1,27,676	2,663	1,11,781	2,39,457	Receipt No. 2696
4	Row House No. A-745, 746 & 747 - 3rd Installment	9 Aug 11	8,486	8,486	2,336	6,517	15,003	Receipt No. 5518
5	Row House No. A-745, 746 & 747 - 4th Installment	9 Aug 11	1,36,162	36,514	2,336	28,043	64,557	Receipt No. 5518
6	Row House No. A-745, 746 & 747 - 4th Installment		1,36,162					
7	Row House No. A-745, 746 & 747 - 5th Installment		1,36,162					
8	Row House No. A-745, 746 & 747 - 6th Installment		1,36,162					
9	Row House No. A-745, 746 & 747 - 7th Installment		1,36,162					
10	Row House No. A-745, 746 & 747 - 8th Installment		68,082					
	Sub-Total		13,61,622	6,49,244		5,80,616	12,29,860	Paid 47.68% of the total Consideration Amount
11	Stamp duty	18 Jun 10		27,300	2,753	24,709	52,009	Agreement for Sale
12	Registration	18 Jun 10		15,380	2,753	13,920	29,300	Agreement for Sale
13	Legal charges towards Stamp duty & Registration	18 Jun 10		3,000	2,753	2,715	5,715	
14	Bank Interest			4,51,726		2,21,927	6,73,653	As per Annexure A
15	Loss of Rent			7,19,040		3,76,449	10,95,489	As per Annexure B x 3 Units
16	Cost of Complaint			20,000			20,000	
17	Compensation for Mental agony & Harassment			1,00,000			1,00,000	
GRAND TOTAL				19,85,690		12,20,336	32,06,026	

ALLOTTEE:
Brijesh Mandalla
Unit: A-736

ANNEXURE - 10
COMPENSATION CALCULATIONS
PROJECT: SATHYA NAGAR - Bolisar

CONGLOME, SAPPHIRE, .

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Member

Compensation Effective Date	31-Dec-17
Compensation Rate	12.00%

SR NO	DESCRIPTION	DATE	CONSIDERATION AMOUNT	AMOUNT PAID	NO. OF DAYS	INTEREST AMOUNT	TOTAL AMOUNT DUE	REMARKS
A	B	C	D	E	F = Eff. Date - C	G=E*(F / 365)*RATE	H	
1	Row House No. A-736 - Booking	8-Nov-09	10,000	10,000	2,975	9,781	19,781	Receipt No 029
2	Row House No. A-736 within 30 days Booking	9-Dec-09	52,850	52,850	2,944	51,153	104,003	Receipt No 132
3	Row House No. A-736 within 15 days Allotment	20-Jan-10	41,900	41,900	2,902	39,976	81,876	Receipt No 331
3	Row House No. A-736 - 1st Installment	2-May-10	41,900	41,900	2,800	38,571	80,471	Receipt No 1353
4	Row House No. A-736 - 2nd Installment	22-Jun-10	41,900	41,900	2,749	37,858	79,758	Receipt No 1928
5	Row House No. A-736 - 3rd Installment	22-Aug-10	41,900	41,900	2,688	37,028	78,928	Receipt No 2491
6	Row House No. A-736 - 4th Installment	21-Oct-10	41,900	41,900	2,628	36,202	78,102	Receipt No 2921
7	Row House No. A-736 - 5th Installment		41,900					
8	Row House No. A-736 - 6th Installment		41,900					
9	Row House No. A-736 - 7th Installment		41,900					
10	Row House No. A-736 - 8th Installment		20,950					
11	Row House No. A-736 - Statutory & Other charges							
	Sub -Total		419,000	272,350	19,686	250,579	522,929	Paid 65.00% of the total Consideration Amount
12	Stamp duty	30-Mar-10		8,410	2,833	7,833	16,243	Receipt No 2093
13	Registration	30-Mar-10		5,050	2,833	4,704	9,754	Receipt No 2391
14	Charges towards Stamp duty & Registration	30-Mar-10		2,000	2,833	1,863	3,863	
15	Bank Interest	1-Apr-10		101,031	2,831	94,034	195,065	
16	House rent / Loss of Rent			212,300		71,480	283,760	As per Annexure B
17	MVAT Tax	21-Oct-10	38,902	38,802	2,628	33,611	72,513	Receipt No 2921
18	Others							
19	Cost of Complaint			20,000			20,000	
20	Compensation for Mental agony & Harassment			100,000			100,000	
GRAND TOTAL				760,043		464,084	1,224,127	

Reconciled Amount

A' LOTEE:
Gavin Perelra
Unit: A-483, A-484

Rs. 8,83,660/-

ANNEXURE - 10

COMPENSATION CALCULATIONS
PROJECT: SATHYA NAGAR - Boisar

CONGLOME, SAPPHI

Compensation Effective Date	31-Dec-17
Compensation Rate	12.00%

SR NO	DESCRIPTION	DATE	CONSIDERATION AMOUNT	AMOUNT PAID	NO. OF DAYS	INTEREST AMOUNT	TOTAL AMOUNT DUE	REMARKS
A	B	C	D	E	F = Eff. Date - C	G=E*(F / 365)*RATE	H	
1	Row House No. A-483 & 484 - Booking	21-Aug-10	30,000	30,000	2,689	26,522	56,522	Dated 21/08/2010 Receipt No.2487
2	Row House No. A-483 & 484 - Allotment	4-Sep-10	170,000	170,000	2,675	149,507	319,507	Dated 04/09/2010 Receipt No.2612
3	Row House No. A-483 & 484 - 1st Installment	23-Oct-10	163,860	163,860	2,626	141,467	305,327	Dated 23/10/2010 Receipt No.3091
4	Row House No. A-483 & 484 - 2nd Installment	7-Mar-11	103,960	740	2,491	606	1,346	Dated 07/03/2011 Receipt No. 4392
5	Row House No. A-483 & 484 - 2nd Installment	29-Mar-11	103,960	103,220	2,469	83,786	187,006	HDFC Loan Dated 29/03/2011 Receipt No 836622
6	Row House No. A-483 & 484 - 3rd Installment	29-Mar-11	103,960	103,960	2,469	84,387	188,347	HDFC Loan Dated 29/03/2011 Receipt No 836622
7	Row House No. A-483 & 484 - Booking	1-May-11		42,400	2,436	33,957	76,357	HDFC Loan Dated 12/06/2014 Receipt No 4854
8	Row House No. A-483 & 484 - 4th Installment	15-Jun-14	103,960	103,960	1,295	44,261	148,221	HDFC Loan Dated 12/06/2014 Receipt No 6667
9	Row House No. A-483 & 484 - 5th Installment	15-Jun-14	103,960	103,960	1,295	44,261	148,221	HDFC Loan Dated 12/06/2014 Receipt No 6667
10	Row House No. A-483 & 484 - 6th Installment	15-Jun-14	103,960	103,960	1,295	44,261	148,221	Dated 03/05/2011 Receipt No 6667
11	Row House No. A-483 & 484 - 7th Installment		103,960					
12	Row House No. A-483 & 484 - 8th Installment		51,980					
	Sub -Total		1,143,560	926,060		653,016	1,579,076	Paid 80.98% of the total Consideration Amount
13	Stamp duty	15-Sep-10		20,800	2,664	18,217	39,017	
14	Registration	15-Sep-10		11,320	2,664	9,914	21,234	
15	Legal cost for registration of Agreement to Sale	15-Sep-10		2,000	2,664	1,752	3,752	
16	Bank Interest			228,734		75,129	303,863	As per Annexure A
17	House rent / Loss of Rent			424,600		142,920	567,520	As per Annexure B
18	MVAT Tax	30-May-11		10,396	2,407	8,227	18,623	Dated 03/05/2011 Receipt No 4855
19	Cost of Complaint			20,000			20,000	

Ext. 2
ms

ALLOTTEE:
Gayatri Gandbhir
Unit: A-199

Reconciled Rs. 4,12,190/-
Amount

ANNEXURE - 10
COMPENSATION CALCULATIONS
PROJECT: SATHYA NAGAR - Bolar

BUILDERS
CONGLOME, SAPPHIRE, SHRIRAM

Compensation Effective Date	31-Dec-17
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Compensation Rate	12.00%
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POSSESSION CLAIM

I	DESCRIPTION	DATE	CONSIDERATION AMOUNT	AMOUNT PAID	NO. OF DAYS	INTEREST AMOUNT	TOTAL AMOUNT DUE	REMARKS
A	B	C	D	E	F = Eff. Date - C	G = E * (F / 366) * RATE	H	
1	Row House No. A-199 - Booking	18-Apr-10	15,000	15,000	2,814	13,877	13,877	exhibit B
2	Row House No. A-199 - Allotment	30-Apr-10	85,000	85,000	2,802	78,302	78,302	exhibit B
3	Row House No. A-199 - 1st Installment	15-Jul-10	66,311	67,378	2,726	60,385	60,385	exhibit B
4	Row House No. A-199 - 2nd Installment	7-Dec-10	47,518	100,000	2,581	84,855	84,855	exhibit B
5	Row House No. A-199 - 3rd Installment		47,518					
6	Row House No. A-199 - 4th Installment	28-Oct-14	47,518	136,522	1,160	52,085	52,065	exhibit B
7	Row House No. A-199 - 5th Installment		47,518					
8	Row House No. A-199 - 6th Installment		47,518					
9	Row House No. A-199 - 7th Installment		47,518					
10	Row House No. A-199 - 8th Installment		23,756					
	Sub -Total		475,175	403,960		289,484	289,484	Paid 85.00% of the total Consideration Amount
11	Stamp duty	12-May-10		9,800				exhibit B
12	Registration	12-May-10		5,620				exhibit B
13	Legal cost for registration of Agreement to Sale	12-May-10		1,000				
14	Bank Interest			187,700		79,772	79,772	
15	House rent / Loss of Rent			212,300		71,460	283,760	
16	Incidental Charges paid to Builder			5,000				
17	Cost of Complaint			20,000			20,000	
18	Compensation for mental agony & Harassment			100,000			100,000	
GRAND TOTAL				945,120			773,016	

**MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI.**

COMPLAINT NO: CC006000000000857

Suleta P. Shastri

Gavin J. Pereira & Shweta M. Raod

Chetana Ramesh Rathod

Bhaskaran V. Nair & Kasturi B. Nair

Gayatri Gandbhir

Kiran & Lalit Jollani

Brijesh Mandalia

... Complainant.

Versus

Conglome Technoconstrctions Pvt.Ltd.

Sapphire Space Infracon Pvt. Ltd.

Shriram Lan

(Sathyanangar Phase 1)

... Respondents.


MahaRERA Regn: P99000011436.

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

**ORDER ON THE RECOVERY APPLICATION FILED IN COMPLAINT NO.
CC006000000000857.**

The complaints complain that the respondents have not complied with the order dated 26th March 2018. The respondents contended on the last date that they have challenged the order and in order to give them breathing time to bring the stay, the matter was adjourned.

2. The respondents have failed to appear. No stay has been brought for executing the order. Hence, issue warrant under Section 40(1) of RERA against the respondents to recover the amount mentioned by the complainants' in their statement.


30 10 18

Mumbai.

Date:30.10.2018.

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