

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

COMPLAINT NO: CC006000000056942.

Mr. Vikas Vishnu Narsale
Vinita Vishnu Narsale

... Complainants.

Versus

M/s Ruchi Priya Developers Pvt.Ltd.
Yogesh Narmadaprasad Varma
Kiran Harsukhlal Hemani
Priyank Kiran Hemani
(Uptown Wing B)

... Respondents.

MahaRERA Regn: P51800006008.


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

Appearance:
Complainant: Adv. S.R.Mamania.
Respondents: Adv. Jatin Lalwani.

FINAL ORDER
20th February 2019.

The complainants contend that they booked flat no. B-602 in respondents' registered project 'Uptown Wing B' situated at Kandivali (East), Mumbai. They allege that the respondents falsely represented through their advertisement that the possession would be given by December 2018 but now they have revised the date of completion of project to 2023 and thereby contravened Section 12 of RERA. Hence, complainants claim refund of their amount with interest under Section 12 of RERA.

2. The respondents have pleaded not guilty and they filed their reply to contend that when they agreed to sell the flat to the complainants, they accepted Rs. 6,23,754/- i.e. only 10% out of the total cost Rs.60,50,550/-.



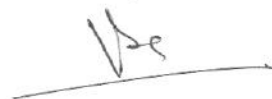
They contend that because of certain legal issues which are not under their control, they have revised the date of completion of project to 31.12.2023. They have repaid the amount of almost 150 allottees, therefore now they are not financially able to refund the complainants' amount in lump sum. Therefore, they seek the time of 18 months for refunding the complainants' amount.

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

POINTS	FINDINGS
1. Whether the respondents through their false advertisement represented to the complainants that they shall handover the possession of the flat by December 2018?	Affirmative.
2. Whether complainants or entitled to get refund of their amount with interest on respondents' failure to hand over the possession of the flat on agreed date?	Affirmative.

REASONS

4. The complainants have also brought to my notice an advertisement of the respondent's project showing that the project would be completed by December 2018. The respondents have mentioned on their web page while registering the project that the proposed date of completion was 31/12/2018. The declaration given by the respondents shows that they have not received commencement certificate for 'Uptown Wing B'. Therefore, the complainants have proved that the respondents' statement regarding completion of project by 31/12/2018 has proved to be false. The complainants want to withdraw from the project and therefore they are entitled to get refund of their amount with simple interest at prescribed rate which is 2% above SBI's highest MCLR 8.55%. The respondents have



not disputed the fact that they have received Rs.1,00,000/- on 07/04/2015 and Rs. 5,23,734/- on 07/05/2015. The complainants are entitled to get interest on these amount from the date of payment till their refund. The respondents have admitted their liability to refund the amount with interest. However, they have filed long list of the allottees whose amount have been fully and partly paid. Therefore, they contend that now they are not financially able to refund the complainants' amount in lump sum and seek the period of 18 months for its repayment. Respondents are ready to refund the complainants' amount but because of the financial crunch it is necessary to give them three months' time to pay the complainants' amount. Hence, the following order.

ORDER

The respondents shall pay the complainants Rs. 6,23,754/- with simple interest at the rate of 10.55% per annum from the date of payments shown in Exh. 'A' till the amount is refunded.

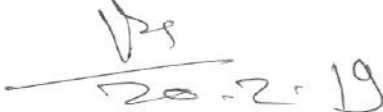
Exh. 'A' shall part of the order.

The respondents shall pay the complainants Rs. 20,000/- towards the cost of the complaint.

The respondents are directed to refund the amount in three months in equal instalments starting from 30th day of this order, in the case of single default, all the three instalments would be payable at once.

Mumbai.

Date: 20.02.2019


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

Complaint No. CC006000000056942/2018

Flat No. B/602.

Dr. A. R. Murali

Sr No	Date	Amount	Purpose	Receipt No/Cheque No. with Bank Name
1	07/04/2015	1,00,000/-	Token Amount	REC0016/00198/15-16 Chq. No. 000001, Kotak Mahindra Bank
2	07/05/2015	5,23,754/-	within 30 days of Booking	REC0016/00499/15-16 Chq. No 339295, Dattatraya Maharaj Kalambe Jauli Sahakari
TOTAL		<u>6,23,754/-</u>		

Date: - 20/02/2019

Not disputed

Bhunde
 20/02/19