

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

Complaint No.CC005000000011980

Mrs.Swati Pradeep Ranpise .. Complainant

Versus

M/s.Vastushodh Realty LLP .. Respondent

**Coram : Shri.W.K.Kanbarkar
Hon'ble Adjudicating Officer**

FINAL ORDER

28-03-2019

1. Present complaint is moved for refund of amount together with interest thereon for the booked flat, in the light of Section-18 of The Real Estate (Regulation & Development) Act, 2016.
2. Complaint is reflecting as per registered agreement for sale dated 22-12-2015 the complainant had booked flat No.405 in 'C' building in the project known as "Anand Gram Ketkavale", at Ketkavale, with the respondent for price of Rs.12,13,000/-. As per said agreement possession of the booked flat was to be delivered within 30 months i.e., on or before 22-06-2018. Complainant has made payment of

WKK

Rs.6,06,500/- towards the booked flat and further made payment of Rs.61,861/- towards stamp duty and registration of the said agreement. However, the Respondent has failed to deliver the actual possession of the booked flat inspite of agreement and receipt of payment as aforesaid. Therefore the present complaint for recovery of Rs.7,34,011/- including Rs.6,06,500/- payment of part price, Rs.48,600/- stamp duty charges, Rs.13,200/- registration charges, Rs.65,711/- interest paid, together with interest thereon and further for recovery of compensation of Rs.2,00,000/- and Rs.50,000/- as cost of the present proceeding.

3. Plea of respondents recorded. Respondents have not filed written statement. Both the parties on amicable settlement have filed consent terms dated 27-03-2019 duly signed by the complainants and the respondents and the same taken on record. As per the consent terms respondents/developers have assured and in lieu of refund of consideration amounts with interest have paid 50% agreed amount by cheque No.028610 dated 5-2-2019 of Rs.3,56,431/-, of ICICI Bank, Shivajinagar and further the remaining 50% amount of Rs.3,73,569/- vide cheque No.028618 dated 5-4-2019 of ICICI Bank, Shivajinagar, paid to the complainant and further paid Rs.3,140/- by cash, towards interest for

WAIT

the month of March, 2019, to the complainant, on dated 27-03-2019. Both the parties have consented that the terms mentioned in the consent terms are true and correct and the said consent terms are taken on record.

4. Thus, both the parties shall abide and act in accordance with the consent terms as aforesaid being part of record. The complainant shall execute cancellation deed in favour of respondents at the cost of respondents after receipt of the remaining 50% amount of Rs.3,73,569/- vide cheque No.028618 dated 5-4-2019 of ICICI Bank, Shivajinagar branch, as mentioned in the aforesaid consent terms dated 27-03-2019. So in the light of aforesaid consent terms the present complaint is disposed off.

Pune
Date :- 28-03-2019


(W.K. Kanbarkar)
Adjudicating Officer
MahaRERA