THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

MUMBAI

COMPLAINT NO: CC006000000079119

Surekha Pappu Shedale ... Complainant.

Versus

Karrm Infrastructure Pvt. Ltd.
(Karrm Gardens -1) ... Respondent.

MahaRERA Regn: **P51700008284**

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

Appearance:
Complainant: In Person.
Respondent: Absent.

Final Order

23rd July 2019.

The complainant complains that he booked flat no. G-04, wing E building no 1 known as Mogra in respondents' registered project 1 Karrm Gardens situated at Chikhloli, Taluka Ambernath, District Thane. The respondents agreed to deliver its possession by the end of June 2015 but they failed to hand over the possession on the agreed date. The complainant wants to withdraw from the project, therefore, she claims the refund of her amount with interest under Section 18 of the Real Estate (Regulation and Development) Act, 2016 (RERA).

2. The respondents have failed to appear on 25.06.2019 and today even after the notices are served upon them. Hence, the complaint proceeds exparte against them.

3. 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 flat on the agreed date?	Affirmative.
2. Whether the complainant is entitled to get refund of her amount with interest at prescribed rate?	Affirmative.

REASONS

4. The complainant has produced the copy of agreement which shows that the respondents agreed to handover the possession of booked on or before 30th June 2015. However, they have failed to deliver it on agreed date. Hence, I hold that the complainant has proved that the respondents have failed to deliver the possession of the flat on the agreed date.

5. The complainant wants to withdraw from the project. Therefore, the complainant is entitled to get refund of her amount with interest at prescribed rate. The complainant has taken a loan from DHFL under tripartite agreement. Its clause no. 8 shows that' in the event of cancelation of the residential apartment/ flat for any reason whatsoever the entire amount advanced by DHFL will be refunded by the developer to DHFL forthwith.' Now the complainant withdraws from the project and hence the liability to clear the loan amount is that of the respondents. Complainant has produced the payment schedule marked Exh. A. It shows the payments made by her towards part of the consideration, taxes, stamp duty, registration charges and pre- EMIs. I find that the complainant is entitled to get back these amount with interest.

6. Section 18 of RERA permits the allottee to get interest at prescribed rate prescribed under the rules, which is 2% above the State Bank of India's

marginal cost of lending rate which is currently 8.5% per annum. The complainant is entitled to get Rs. 10,000/- towards the cost of the complaint. Hence, the following order.

ORDER

a. The respondents shall refund the amount mentioned in payment statement marked Exh. A with simple interest at the rate of 10.5% p.a. from the day of their payment till the refund.

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

c. The respondent shall repay the loan amount and the complainant is discharged from its liability.

d. The payment statement mark Exh. A shall form part of the order.

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

f. On satisfaction of the claim, the complainant shall execute the deed of cancelation of agreement for sale at respondents' cost.

23.7.19

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

Mumbai.
Date: 23.07.2019

Asst. A/c Member/AO

Paid Payment Schedule

Booking No - NBK-014202 / Booking Date-24-Oct-2014

Sr No	Stage Name	Payment Date	Mode of Payment	Paid Amount in Rs.	Cheque No./Receipt No.	Total Paid
1	Payment for OCR	24-Oct-14	Cheque	235440	434942	25 % Paid by Client
2	Payment for 1st SLAB	26-Oct-14	Cheque	85311	434944	
3	Payment for PLINTH	26-Oct-14	Cheque	353160	434943 and 434944	673911
4	Payment for OCR	02-Dec-14	Cheque	236731	434945	Remaining Amount Paid by Client out of 75% 236731
5	VAT Payment for Booking	14-Feb-15	Cheque	23544	107342	VAT Paid by Client
6	Service Tax Payment for Booking	14-Feb-15	Cheque	7275	107343	
7	Service Tax Payment for OCR	14-Feb-15	Cheque	7315	107343	
8	Service Tax Payment for PLINTH	14-Feb-15	Cheque	10913	107343	Service Tax Paid by Client 71399
9	Service Tax Payment for 1st SLAB	14-Feb-15	Cheque	2636	107343	
10	Service Tax Payment for 7th SLAB	14-Feb-15	Cheque	43260	107343	
11	Payment for Pre-EMI	29-May-15	Cash	19645	2180909	
12	Payment for Pre-EMI	13-Dec-18	NEFT	37446		
Total				**1062676**		

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#	Payment for Stamp Duty and Registration	117800
		23600
Total		**141400**

Total Money Invested in Purchase of Flat	**1204076**

Shedale

surekha shedale