THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

MUMBAI

COMPLAINT NO: CC006000000089816

Amit Govind Redkar ... Complainant.

Versus

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

MahaRERA Regn: **P51700008284**

Coram: Shri B.D. Kapadnis,
Hon'ble Member II.

Appearance:
Complainant: In Person.
Respondents: Absent.

Final Order

23rd October 2019.

The complainant complains that he booked flat no. C-02, Gulmohar in respondents' registered project Karrm Gardens situated at Chikhloli, Taluka Ambernath, District Thane. The respondents agreed to deliver its possession by the end of December 2014 but they failed to hand over the possession on the agreed date. The complainant wants to withdraw from the project, therefore, he claims the refund of his amount with interest under Section 18 of the Real Estate (Regulation and Development) Act, 2016 (RERA).

2. The respondents have failed to appear on 27.08.2019 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 his 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 flat on or before 31st December 2014. 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. Complainant has produced the payment format marked Exh. A. It shows the payments made by him towards part of the consideration, taxes, stamp duty, registration charges totalling Rs.23,59,224/-. Since, the agreement is registered on 26.07.2013, as per section 47 & 48 of The Maharashtra Stamps Act he is not entitled to get refund of stamp duty from sub registrar's office as the period of more than 5 years is over. However, he is not entitled to get reimbursement of interest paid by him on loan amount because he is entitled to get interest from the date of payment till the refund. I find that the complainant is entitled to get back the amount mentioned in payment format A with interest except the amount of interest paid to the bank.

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 8.4% 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 format marked Exh. A except the amount of interest paid to bank with simple interest at the rate of 10.4% p.a. from the date of their payment till the refund.

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

c. The payment format mark Exh. A shall form part of the order.

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

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

23.10.19

(B.D. Kapadnis)
Member II,
MahaRERA, Mumbai.

Mumbai.
Date: 23.10.2019

Ext. A
Member II

Complaint No.						
Payment Format						
Booking No: NBK-010844 /Booking Date : 02 March 2013						
Sr no.	**Stage Name**	**Payment Date**	**Mode of Payment**	**Paid Amount in Rs.**	**Cheque No./Receipt No.**	**Paid By**
1	Token	3/3/2013	Cheque	44352	125192	Paid By Client
2	Allotment	4/14/2013	Cheque	177408	614451	Paid By Client
3	S.D. Scanning & Processing	7/21/2013	Cash	15000		Paid By Client
4	Plinth	8/20/2013	NEFT/RTGS	1080000		Paid By Bank (Home Loan)
5	2nd slab	1/25/2014	NEFT/RTGS	360000		Paid By Bank (Home Loan)
6	Service tax	4/12/2014	Cheque	1370		Paid By Client
7	Service tax	4/12/2014	Cheque	5482		Paid By Client
8	Service tax	4/12/2014	Cheque	33372		Paid By Client
9	Service tax	4/12/2014	Cheque	11124	000047	Paid By Client
10	VAT	4/12/2014	Cheque	22176	000046	Paid By Client
11	OCR	5/3/2014	Cheque	100000	000048 & 000049	Paid By Client
12	OCR	7/11/2014	Cheque	95840	614454	Paid By Client
13	6th slab	11/19/2014	NEFT/RTGS	180000		Paid By Bank (Home Loan)
14	Plastering	10/31/2018	NEFT/RTGS	100000		Paid By Bank (Home Loan)
Total				**2226124**		

15	Payment For stamp duty (26 Jul 2013)	110900
16	Payment For registration (26 Jul 2013)	22200
Total		**133100**

2359124

17	Interest paid by client from 15 Mar 2015	**229606**

Total Money Invested in Purchase of Flat	**2588830**

Complainant Name & Sign
Amit Govind Redkar

Respondents Remark

Respondent name & Sign

THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY MUMBAI.

COMPLAINT NO: CC006000000089816.

Amit Govind Redkar. ... Complainant.

Versus

Karrm Infrastrcuture Pvt Ltd. ...Respondent.

MahaRERA Regn: **P51700008284**

Coram: Shri B.D. Kapadnis,
Member-II.

Appearance:
Complainant: Present in person.
Respondent: Adv. Mr. Sunny Jain.

ORDER ON THE RECOVERY APPLICATION
23rd December, 2020

The complainant reports non-compliance of the final order passed in the complaint. No justifiable cause for non-compliance of the order is shown. Issue recovery warrant under section 40(1) of the RERA. The complainant to submit his statement of claims.

23.12.2020

Date: 23.12.2020.

(B. D. Kapadnis)
Member-II,
MahaRERA, Mumbai.