MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI.

No. MahaRERA/AO-RW/WARRANT//95/2024
Date: 22/04/2024

To,
The Collector office Thane
Court Naka, Ad Prabhakar Hegde Rd,
Kharkar Alley, Thane West,
Thane, Maharashtra 400601

Sub: Execution of the warrant under Section 40(1) of RERA in Complaint No. CC006000000251738 filed by Mr. Taher Saifuddin Sehorewala & Zainab Taher Sehorewala Vs. Damji Hari Infrastructure Pvt. Ltd. in Project No. P51700010181

Sir,

I am forwarding the recovery warrant under Section 40 (1) of RERA & for its execution. You are requested to look into the matter personally and get the warrant executed at the earliest. On realization of the amount, you are requested to inform us.

Yours faithfully,

(Ashok Alaspurkar)
Adjudicating Officer,
MahaRERA, Mumbai

Mumbai
Date: 22/04/2024

Encl.: Warrant with
necessary papers.

Details of the attachable assets to be required u/s 17/2 of Maharashtra Realization of Land Revenue Rules 1967. When Revenue Recovery Certificate is under the provision of Revenue Recovery Act 1890.

No. MahaRERA/AO-RW/WARRANT/ /2024
Date: 22/04/2024

1.	**Name and address of the complainants: -**	Mr. Taher Saifuddin Sehorewala Mrs. Zainab Taher Sehorewala C-603, Ashok Vihar Society, Off Military Road, Ashok Nagar, Marol, Mumbai- 400 072 Mobile No: +91 9892428507 Email Id: alienterprises52@yahoo.in
2.	**Name and address of the defaulter**	1. Damji Hari Infrastructure Pvt. Ltd. Unit No. 423, 4th floor, "The Summit Business Bay", Behind Gurunanak Petrol Pump, Off Andheri Kurla Road, Opp. Cinemax, Prakashwadi, Andheri East, Mumbai 400 059. Mobile No: +91 9821900900 Email Id: info@dhinfra.in 2. Paresh Dhanji Bhanushali (Director) B 1003, 10th Floor, Hubtown Sunmist, N S Phadke Marg, Near Kotak Mahindra Bank, Andheri, Mumbai- 400 069 3. Mahadev Damji Patel (Director) Room No. 17, 1st Floor, Karotra Niwas, M. M. Road, Opp Crystal Chs, Andheri East, Mumbai- 400 059
3.	**The sum to be recovered.**	Recovery of an amount of Rs. 15,88,400/- and the interest on the amount of Rs. 15,88,400/- w.e.f. 15.06.2017 till 31.01.2024 i.e Rs. 9,08,147/-. And also for further interest on the amount of Rs. 15,88,400/- w.e.f. 01.02.2024 at the rate MCLR plus 2% till the amount is recovered and paid to the

Maharashtra Real Estate Regulatory Authority, Mumbai ★ MahaRERA ★

		complainants.
4.	**The provision of law under which the R.R.C. is sent to recover the sum as in arrears of Land Revenue.**	Recovery warrant u/s 40(1) of Real Estate (Regulation and Development) Act, 2016 and Rule 3 of Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeals, etc.) Rules, 2017.
5.	**No. & Date of order under which amount is ordered to be recovered.**	Complaint No : CC006000000251738 Final Order dated: 28.04.2023
6.	**Full name and address of the defaulter with name of the building, room no., road name, village name/town, taluka, Dist. Pin Code No.**	1. Damji Hari Infrastructure Pvt. Ltd. PAN No.- AAFCD4481J Unit No. 423, 4th floor, "The Summit Business Bay", Behind Gurunanak Petrol Pump, Off Andheri Kurla Road, Opp. Cinemax, Prakashwadi, Andheri East, Mumbai 400 059. 2. Paresh Dhanji Bhanushali (Director) B 1003, 10th Floor, Hubtown Sunmist, N S Phadke Marg, Near Kotak Mahindra Bank, Andheri, Mumbai- 400 069 3 .Mahadev Damji Patel (Director) Room No. 17, 1st Floor, Karotra Niwas, M. M. Road, Opp Crystal Chs, Andheri East, Mumbai- 400 059

7.	**Full details of the property of defaulter against which the process may be executed.**	The Flat No. 304 in the respondent's project known as "Pentagon Enclave" situated at Plot No.1 Of Survey No.38/B Bearing Hissa No. 1 And 3, Village Asangaon (West), Taluka Shahpur, District ,Thane - 421601. a) Housing project which is duly registered under the RERA Act bearing Registration No. P51700010181 b) Other apartments which are still not booked. Note: Land on which the project is being implemented, apartments that are already booked with other allottees should not be attached so that the project can be completed.
8.	Immovable property: **a) Name of the building House/Building.** **b) Room No.** **c) Name of the village/town** **d) Road name/gally name** **e) Sr. No./ II No. of the property** **f) Area of the property in square meters** **g) CTS No. of the property area of the property.**	a) If by attaching the property mentioned in 6 above still arrears remain, then the properties/offices or any other movable or immovable properties of the defaulters be attached and auctioned. In order to ascertain unsold inventory and other properties of defaulters, you may adopt the procedure similar to which laid down under Order 21 Rule 41 CPC – namely to examine the judgement debtor to disclose his property and produce its property card, failing which he can be sent to jail for 3 months.

Maharashtra Real Estate Regulatory Authority, Mumbai * MahaRERA *

(Ashok Alaspurkar)
Adjudicating Officer,
MahaRERA, Mumbai

Mumbai
Date: 22/04/2024

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI.

No. MahaRERA/AO-RW/WARRANT/ /2024
Date: 22/04/2024

Recovery Warrant U/s. 40(1) of Real Estate

(Regulation and Development) Act, 2016 and Rule 3 of Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

Complaint No. CC006000000251738

Project No: P51700010181

Taher Saifuddin Sehorewala

Zainab Taher Sehorewala --- Complainants.

Versus

Damji Hari Infrastructure Pvt. Ltd. ---Respondent.

To,
The Collector office Thane
Court Naka, Ad Prabhakar Hegde Rd,
Tarkar Alley, Thane West,
Thane, Maharashtra 400601

Whereas the above-named complainant has filed the above complaint No. **CC006000000251738** and the Authority passed the enclosed order wherein the Respondent is directed to refund the entire money paid by the complainants towards the consideration of the said flat at the rate of SBI's Highest Marginal Cost Lending Rate (MCLR) plus 2% as prescribed under the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, from the date of payment till the actual realisation of the said money to the complainants.

And whereas the respondent has failed to comply with the order.

And whereas the amount ordered is recoverable from the respondents as an arrears of land revenue by virtue of Section 40(1) of Real Estate (Regulation and Development) Act, 2016 and Rule 3 of Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

You are hereby directed to recover the ordered amount from the respondent as the arrears of land revenue and pay it to the complainant and report the compliance.

The necessary information is:

1) **Name of complainant with his address:**
Mr. Taher Saifuddin Sehorewala
Mrs. Zainab Taher Sehorewala

C-603, Ashok Vihar Society, Off Military Road,
Ashok Nagar, Marol, Mumbai- 400 072

Mobile No: +91 9892428507

Email Id: alienterprises52@yahoo.in

2) **Name and address of the defaulter**

1. Damji Hari Infrastructure Pvt. Ltd.

Unit No. 423, 4th floor, "The Summit Business Bay",
Behind Gurunanak Petrol Pump, Off Andheri Kurla Road,
Opp. Cinemax, Prakashwadi, Andheri East, Mumbai 400 059.

Mobile No: +91 9821900900
Email Id: info@dhinfra.in

2. Paresh Dhanji Bhanushali (Director)

B 1003, 10th Floor, Hubtown Sunmist, N S Phadke Marg,
Near Kotak Mahindra Bank, Andheri, Mumbai- 400 069

3 .Mahadev Damji Patel (Director)
Room No. 17, 1st Floor, Karotra Niwas, M. M. Road,
Opp Crystal Chs, Andheri East, Mumbai- 400 059

3) **Name of respondents/promoters/directors/partners**

1. Damji Hari Infrastructure Pvt. Ltd.

PAN No.- AAFCD4481J

Unit No. 423, 4th floor, "The Summit Business Bay",
Behind Gurunanak Petrol Pump, Off Andheri Kurla Road,
Opp. Cinemax, Prakashwadi, Andheri East, Mumbai 400 059.

Mobile No: +91 9821900900
Email Id: info@dhinfra.in

2. Paresh Dhanji Bhanushali (Director)
B 1003, 10th Floor, Hubtown Sunmist, N S Phadke Marg,
Near Kotak Mahindra Bank, Andheri, Mumbai- 400 069

3 .Mahadev Damji Patel (Director)
Room No. 17, 1st Floor, Karotra Niwas, M. M. Road,
Opp Crystal Chs, Andheri East, Mumbai- 400 059

4) Name of the project & its location:

The Flat No. 304 in the respondent's project known as "Pentagon Enclave" situated at Plot No.1 Of Survey No.38/B Bearing Hissa No. 1 And 3, Village Asangaon (West), Taluka Shahpur, District ,Thane - 421601.

a) Housing project which is duly registered under the RERA Act bearing Registration No. P51700010181.

b) Other apartments which are still not booked.

Note: Land on which the project is being implemented, apartments that are already booked with other allottees should not be attached so that the project can be completed.

5) Particulars of immovable property and any other movable and immovable property:

a) If by attaching the property mentioned in 3 above still arrears remain, then the properties/offices or any other movable or immovable properties of the defaulters be attached and auctioned. In order to ascertain unsold inventory and other properties of defaulters, you may adopt the procedure similar to which laid down under Order 21 Rule 41 CPC – namely to examine the judgement debtor to disclose his property and produce its property card, failing which he can be sent to jail for 3 months.

6) Amount to be refunded:

Recovery of an amount of Rs. 15,88,400/- and the interest on the amount of Rs. 15,88,400/- w.e.f. 15.06.2017 till 31.01.2024 i.e Rs. 9,08,147/-. And also for further interest on the amount of Rs. 15,88,400/- w.e.f. 01.02.2024 at the rate MCLR plus 2% till the amount is recovered and paid to the complainants.

7) **Enclosures:**

i) Final order dated 28.04.2023

ii) Order of Non-compliance dated 23.02.2024

(Ashok Alaspurkar)
Adjudicating Officer,
MahaRERA, Mumbai

Mumbai
Date: 22/04/2024.

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY MUMBAI

Complaint No. CC006000000251738

Taher Saifuddin Sehorewala

Zainab Taher Sehorewal ... Complainants

Versus

Damji Hari Infrastructure Pvt Ltd .... Respondent

MahaRERA Project Registration No. P51700010181

Coram: Shri. Mahesh Pathak, Hon'ble Member – I/MahaRERA

Ld. Adv. Zeenat Pirani appeared for the complainants.

None appeared for the respondent.

ORDER

(Friday, 28th April 2023)

(Through Video Conferencing)

1. The complainants above named have filed this online complaint before MahaRERA on 07-07-2022 mainly seeking directions from MahaRERA to the respondent to refund the entire amount paid by them along with interest and compensation as prescribed under the provisions of Section 18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of the booking of a flat bearing no. 304 on 3rd floor of the Building No. 2, of the respondent's registered project known as **"Pentagon Enclave"** bearing MahaRERA registration No. **P51700010181** located at Asangaon (CT), Dist. Thane.

2. This complaint was heard on several occasions and the same was heard finally on 12-01-2023 as per the Standard Operating Procedure dated 12-06-2020 issued by MahaRERA for hearing of complaints through Video Conferencing. Both the parties have been issued prior intimation of this hearing and they were also informed to file their written submissions if any. Accordingly, the complainants appeared for the hearing and made his submissions. However, despite the notice of hearing, the respondent remained absent. The MahaRERA heard the arguments of the complainants and also pursued the available record.

3. After hearing the arguments of the complainants, the following Roznama was recorded in this complaint -

"The complainant is present. The respondent is absent. In fact the respondent has never appeared before this Authority and has also not filed any reply in the matter.

The complainant avers that, he has signed the agreement for sale in June 2017 and paid an amount of more than Rs. 11,00,000/-. However, the possession has still not been granted to the complainant and therefore he wishes to withdraw from the project. The complainant seeks refund along with interest and compensation and execution of deed of cancellation of the agreement for sale. The original date of possession was October 2018 as per the registered agreement for sale and allotment letter.

One week's time i.e. till 19-01-2023 is granted to the respondent as a last chance to file its reply and written arguments in the complaint. Further one week's time i.e by 26-01-2023 is granted to the complainant to file his rejoinder to the reply of the respondent as

well as written arguments in the complaint. If the respondent does not file any reply / written arguments, the matter would be decided ex parte against the respondent.

In view of the above, this matter is reserved for orders suitably after 26-01-2023 based on the arguments of the complainant as well as the reply, rejoinder, written arguments of both the parties."

4. Accordingly, the complainants have uploaded their written arguments on record of MahaRERA on 03-04-2023. The same are accepted and taken on record. However, despite specific direction being given to the respondent it has not uploaded any reply on record of MahaRERA. The MahaRERA heard the submission made by the complainants and also perused the available record.

It is the case of the complainants that they purchased the said flat no. 304 in the respondent's project for the consideration of Rs. 16,72,000/- out of which they paid Rs. 11,000/- to the respondent. By a registered agreement for sale dated 15-06-2017, the complainants paid the stamp duty and registration charges. In clause 13 of the said agreement the respondent agreed to put them in possession of the said flat on before December 2018. By diverse letters addressed to the complainants between 5-01-2018 and 9-01-2019, the respondent demanded further sums as mentioned therein, which they have paid from time to time. Aggregating to Rs. 15,88,400/- out of the total consideration of Rs 16,72,000/- payable under the said agreement thus constituting about 95% of the total consideration. Further, the respondent by letter dated

09-01-2019 informed the complainants that the construction of the said building had reached only up to 8th floor and at the same time demanded the payment of Rs 1,49,812/- from them. The respondent sought to avoid giving possession of the said flat on the specious plea that the respondent was granted from MahaRERA extension of date of possession to 31-12-2019. Even after the lockdown was withdrawn by the government the respondent continued to dilly-dally and failed to put the complainants in possession of the said flat and when contacted by the complainants, the respondent sought 6 more months to complete the project and put them in possession on or about 30-06-2022. Thereafter, the respondent has also been avoiding complainants' telephone calls and personal meetings. The complainants through their advocates notice dated 03-06-2022, sent to the respondent recorded the aforesaid facts and sought refund of the said sum of Rs. 16,72,000/- and taxes amount of Rs. 161,342/- paid by them along with the interest thereon at the rate of 24% p.a. within 24 hours from the receipt of the said notice failing which, the respondent was forewarned of legal proceedings. The respondent in reply to the aforesaid advocate's notice dated 17-06-2022 pleaded 'Force Majeure' from 13-05-2020 completely ignoring that the possession of the said flat was due on 31-12- 2018 nearly 19 months prior to the nation-wide lockdown. The respondent has called the request of the complainants for refund as 'threats on completely baseless and erroneous grounds'. The respondent has further falsely stated that the MahaRERA has granted further extension for delivery of possession till 31-12-2022. Further, seven years have passed from the date of booking and five years have passed from the date of execution of the said

agreement for sale of the flat, the respondent is not in a position to give possession and is seeking another 6 months in the garb of lockdown and Covid -19. The respondent has been acting in complete dishonesty against which they requested strict action and severe penalty. In the premises aforesaid, the respondent has failed to give possession of the said flat and is therefore bound and liable u/s 18(1) of the RERA to return on demand to them entire amount of Rs 15,88,400/- and a sum of Rs 1,61,342/- towards Taxes and a sum of Rs 83,000/- for the Stamp Duty and a sum of Rs 16,720/- for the registration charges together with interest thereon at the State Bank of India highest Marginal Cost of Lending Rate plus two percent under Rule 18 of The Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as the complainants have expressed their desire to withdraw from the project. Therefore, they prays for refund of a sum of Rs. 15,88,400/- and taxes amount of Rs 1,61,342/- paid to the respondent in the manner aforesaid by them by and under the agreement for sale dated 15-06-2017 and refund of stamp duty and registration charges along with compensation and to order for execution of deed of cancellation of the agreement for sale dated 15-06-2017 in respect of the said flat and cost of the suit.

6. The complainants have filed their written arguments on record on 3-4-2023 which is mere repetition of what has been stated hereinabove.

7. The MahaRERA has noticed that the complainants have filed this online

complaint before MahaRERA on 07-07-2022. However, till date the respondent has not bothered to file its reply / written submissions/ written arguments to this complaint, though the said complaint is visible to the respondent in its project login on MahaRERA website. Further, as per the Standard Operating Procedure dated 12-06-2020 issued by MahaRERA for hearing of the complaint in online form, the respondent was liable to upload its reply in a digital form in this complaint within a period of 15 days. However, the respondent till date has not complied with the said directions. Furthermore, though the notices for the virtual hearings held before the MahaRERA dated 19-07-2022, 25-07-2022, 22-11-2022 and 12-01-2023 were duly served on the respondent, however, it has neither appeared nor filed any reply to this complaint, despite a last opportunity being provided in compliance of principles of natural justice. This shows that the respondent is not willing to contest this complaint. Hence, the MahaRERA has no other alternative but to proceed with the matter ex-parte against the respondent on merits.

7. The MahaRERA has examined the submissions made by the complainants and has also perused the available record. In the present case by filing this complaint, the complainant is mainly seeking relief under section 18 of the RERA for refund of the money paid by them along with interest on account of the delay in handing over possession of the said flat to them as per the agreement for sale dated 15-06-2017. To support their contentions, the complainants have uploaded the relevant pages of the agreement for sale on record of MahaRERA.

8. However, the said contentions of the complainants have remained unchallenged since the respondent has failed to file any reply /written submissions on record of MahaRERA refuting the same.

9. The complainants being the allottees of this project have filed this complaint seeking refund of the money paid by them along with interest due to the delayed possession under section 18 of the RERA. There is a registered agreement for sale dated 15-06-2017 entered into between the complainants and the respondent promoter. According to clause no. 13 of the said agreement, the respondent agreed to handover possession of the said flat to the complainants on or before 31-12-2018. However, the respondent has failed to handover possession of the said flat to the complainants. Hence, the MahaRERA is of the view that the respondent has violated the provisions of section 18 of the RERA.

10. In this regard, before dealing with this complaint on merits, it is pertinent to peruse the relevant provision of section 18 of the RERA, which reads as under:-

"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a)in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any

other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

11. On bare perusal of provision of section 18 of RERA, it clearly shows that if the promoter fails to handover possession as per the terms of the agreement for sale by the specified date therein, the allottee has a choice either to withdraw from the said project or stay with the project. Further, if the allottee chooses not to withdraw from the project, the allottee is entitled to seek interest for the delayed possession. Likewise, the complainants in this case seek to withdraw from the project and to have refund along with interest for the delayed possession under section 18 of the RERA.

12. The respondent promoter has not cited any sufficient reasons of delay in handing over possession of the said flat to the complainants on the agreed date of possession mentioned in the said agreement for sale. i.e., 31-12-2018. As a promoter, having sound knowledge in the real estate sector, the respondent promoter was fully aware of the market risks when it launched the project and signed the agreement with the home buyers. Further, if the project was getting delayed due to the reasons

known to the respondent promoter, then the respondent promoter should have informed the same to the complainants and should have revised the date of possession in the agreement at the relevant time by executing a rectification deed with the complainants. From the record, it prima facie appears that no such steps have been taken by the respondent promoter. It shows that the respondent has violated the provision of section 18 of the RERA. Hence, the complainants are entitled to seek refund along with interest under section 18 of the RERA.

13. In view of the aforesaid facts, the following order is passed:

a) The present complaint is hereby allowed.

b) The respondent promoter is also directed to refund the entire money paid by the complainants towards the consideration of the said flat at the rate of SBI's Highest Marginal Cost Lending Rate (MCLR) plus 2% as prescribed under the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, from the date of payment till the actual realisation of the said money to the complainant.

c) Needless to state here that the actual amount as provided under section 18 of the RERA means the amounts paid by the complainants towards the consideration of the said flat only, excluding the stamp duty, registration charges and taxes etc., paid to the government.

d) However, in view of the mitigating circumstances beyond the control of the respondent promoter and also to ensure that the said project is not jeopardised due to the outflow of finances and is completed keeping in mind the interest of the other buyers of the said project at

large, the amount of refund along with interest payable by the respondent to the complainants within a period of 6 months in six equal instalments. Till then, the complainants shall have a claim on the said flat.

e) The complainants are also directed to execute a cancellation deed before the payment of last instalment.

f) With regard to the payment of interest to the complainants, the MahaRERA further directs that the respondent promoter is entitled to claim the benefit of "moratorium period" as mentioned in the Notifications/ Orders nos. 13 and 14 dated 2nd April 2020 and 18th May 2020 issued by the MahaRERA and the Notification/ Order which may be issued in this regard from time to time.



18. With the above directions, the complaint stands disposed of.

(Mahesh Pathak)
Member – 1/MahaRERA

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Complaint No. CC006000000251738(NC)

Taher Saifuddin Sehorewala
Zainab Taher Sehorewal .. Complainant/s

Vs

Damji Hari Infrastructure Pvt. Ltd. .. Respondent/s

MahaRERA Project Registration No. P51700010181

Coram: Shri Ashok Alaspurkar
Hon'ble, Adjudicating Officer,
MahaRERA.

Appearance:
Complainant/s: Adv. L.A Pirani
Respondent/s: None appeared

ORDER
(23.02.2024)

1. The complainants booked Flat no. 304 on 3rd floor of the Building No. 2 of the Respondent registered project known as "Pentagon Enclave" bearing MahaRERA registration No. P51700010181 located at Asangaon (CT), Dist. Thane. The total consideration agreed was of Rs. 16,72,000/-. The Agreement for Sale was executed on 15.06.2017 and an amount of Rs. 15,88,400/- was paid towards the consideration. The complainants also paid an amount of Rs.1,61,342/- towards GST, Stamp Duty, Registration charges and taxes etc. The possession was agreed to be delivered by December 2018. The respondent did not comply with said term. The complainant filed the present complaint for refund of the entire amount paid to the respondent along with the interest. The complaint was decided by the Hon'ble Member- 1 by order dated

28.04.2023. The following are the direction given :

a) The present complaint is hereby allowed.

b) The respondent promoter is also directed to refund the entire money paid by the complainants towards the consideration of the said flat at the rate of SBI's Highest Marginal Cost Lending Rate (MCLR) plus 2% as prescribed under the provisions of section 18 of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, from the date of payment till the actual realisation of the said money to the complainant.

c) Needless to state here that the actual amount as provided under section 18 of the RERA means the amounts paid by the complainants towards the consideration of the said flat only, excluding the stamp duty, registration charges and taxes etc., paid to the government.

d) However, in view of the mitigating circumstances beyond the control of the respondent promoter and also to ensure that the said project is not jeopardised due to the outflow of finances and is completed keeping in mind the interest of the other buyers of the said project at large, the amount of refund along with interest payable by the respondent to the complainants within a period of 6 months in six equal installments. Till then, the complainants shall have a claim on the said flat.

e) The complainants are also directed to execute a cancellation deed before the payment of the last installment.

f) With regard to the payment of interest to the complainants,

the MahaRERA further directs that the respondent promoter is entitled to claim the benefit of "moratorium period" as mentioned in the Notifications/ Orders nos. 13 and 14 dated 2nd April 2020 and 18th May 2020 issued by the MahaRERA and the Notification/ Order which may be issued in this regard from time to time.

With the above directions, the complaint stands disposed of.

2. The respondent did not comply with the order and hence the complainant reported non- compliance of the order on 04.07.2023. The matter as to execution of the order was pending before the Hon'ble Authority. The said execution has been transferred to the Adjudicating Officer by order dated 17.04.2023 in pursuance of the order of delegation of Powers dated 05.04.2023.

3. In spite of the link sent, the respondent did not appear on the last date of hearing and even on the next date i.e. 21.02.2024. It is submitted on behalf of the complainants that the order stated above has not been complied. In view of the specific direction mentioned above the complainants are entitled to recover an amount of Rs. 15,88,400/- along with the interest at the rate of MCLR + 2 % from the date of payment i.e. registered agreement for sale dated 15.06.2017. However, the interest will have to be calculated considering the moratorium period as per order no. 13, 14 and the order issued from time to time in that respect. The interest on the amount of Rs. 15,88,400/- from 15.06.2017 till 31.01.2024 considering moratorium period comes to Rs. 9,08,147/-

4. As per the facts stated above the warrant under Section 40 of RERA and Rule 3 for recovery of an amount of Rs. 15,88,400/- and the amount of interest Rs. 15,08,147/- will have to be issued and also for recovery of

further interest on amount of Rs. 15,88,400/- at the rate of MCLR + 2 % w.e.f. 01.02.2024 till the date of the recovery of the above said amount and payment to the complainant will have to be issued.

ORDER

1. Issue warrant under section 40(1) of RERA read along with Rule 3 of the Maharashtra Real Estate (Regulation & development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaint & Appeals etc.) rules, 2017 for Rs. 15,88,400/- and the interest on the amount of Rs. 15,88,400/- w.e.f. 15.06.2017 till 31.01.2024 i.e Rs. 9,08,147/-. And also for further interest on the amount of Rs. 15,88,400/- w.e.f. 01.02.2024 at the rate MCLR plus 2% till the amount is recovered and paid to the complainants.
2. The Complainants are directed to execute the deed of cancellation of Agreement for Sale dated 15.06.2017 within 15 days of the recovery of the amount and the interest as stated above.
3. With these directions, the present execution proceeding is hereby disposed of.
4. No order as to costs.

Date: 23.02.2024
Mumbai

(Ashok Alaspurkar)
Adjudicating Officer,
MahaRERA