

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

COMPLAINT NO: CC006000000055329.

Saiqua Khalid Shaikh.

... Complainant.

Versus

Suresh Singh.

...Respondent.

MahaRERA Regn: **P52000010525**

(Sheltrex Smart Phone City Project 1- Phase V)

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

Appearance:

Complainant: Present in person.

Respondents: Absent/exparte.

FINAL ORDER

15th July, 2020.

The complainant contends that she booked the flat bearing No. 301, G-3 in Sheltrex Smart Phone City Project 1- Phase V project of the respondent. The respondent has failed to handover the possession thereof on agreed date i.e December 2017. The complainant contends that, the respondent though executed the agreement for sale of the flat, has failed to mention the date of possession therein. Therefore, the complainant has been seeking refund of her amount with interest.

2. It appears from the record from time to time the matter was fixed for hearing on 11/09/2018, 14/01/2019, 26/11/2019, 12/02/2020 but the respondent remained absent despite the repeated notices. The notice calling upon him to attend the hearing the matter on virtual forum has been issued on his registered Email address and he was repeatedly contacted on his registered telephone number but nobody responded. I find that the notices adequate in number have



been issued and despite that the respondent has failed to appear and contest the complainant's claim hence the matter proceeds ex-parte.


3. After perusal of the documents, I find that though the respondents have not mentioned the agreed date of possession in the agreement for sale, as required under section 13 of RERA, he has sent an email to the complainant on 19/09/2016 wherein he has specifically mentioned that date of possession is December 2017. It is produced on record. It is admitted fact that till the date the possession of the flat has not been given; hence the complainant is entitled to exercise her right to withdraw from the project and claim refund of her amount with interest. I find that she is entitled to do so. Prescribed rate of interest is 2% above SBI's highest MCLR which is currently 7% p.a. The complainant is entitled to get back the amount of taxes and the registration charges of the agreement for sale. She is entitled to get back the amount of stamp duty, if the complainant's claim is not satisfied within the five years from the agreement for sale.

4. Hence the respondent shall refund all amount of consideration, the amount of taxes, registration charges to the complainant with interest at the rate of 9% p.a. from the date of their receipt/payments till they are refunded. If the complainants' claim is not satisfied within 5 years of the agreement for sale, the respondent shall pay the amount of stamp duty with interest. The respondent shall pay the complainant Rs. 20,000/- towards the cost of the complaint. The charge of the complainant's claim shall be on the booked flat till its satisfaction and on satisfaction of the claim, the complainant shall execute the deed for cancelling the agreement for sale and the respondents shall bear its cost.

The complaint is disposed of accordingly.

Uploaded at Mumbai.

Date: 15.07.2020.


15.7.2020.

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