

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

Complaint No. CC006000000057609

Mr. Aroon Jadhav

..... Complainant

Versus

M/s. La Arihant Heritage Builder and Developers

Through its Partner Haresh Rawat

..... Respondent

Project Registration No. **P51700003423**

Coram: Dr. Vijay Satbir Singh, Hon'ble Member – 1/MahaRERA

Adv. Shruti Malbari appeared for the complainant.

None appeared for the respondent.

ORDER

(2nd January, 2020)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to refund the amount paid by him under Sections-12, 13, 14 & 18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat in the respondent's project known as "**La Arihant Heritage**" bearing MahaRERA registration No. P51700003423 situated at Kasgaon.
2. This complaint was heard by MahaRERA and the same was transferred to the Ld. Adjudicating Officer, MahaRERA on 2nd April, 2019 since the complainant is seeking relief under Sections-12, 13, 14 & 18 of the RERA. However, the matter is again referred to MahaRERA by the Adjudicating Officer for re-hearing and final decision.
3. Accordingly, this matter was heard finally today when the complainant appeared and made his submission. It is the case of the complainant that, he had booked the said flat in the month on 04/10/2014 for a total consideration amount of Rs. 13,34,320/-. At the time of booking, the respondent had informed the complainant that it is going to construct the building having ground + 7 upper floors. Accordingly, the complainant has booked the flat

on 5th floor and paid 20% of the consideration amount. However, after commencement of the RERA, the complainant came to know that, the respondent has proposed comprising of ground + 4 upper floors. Therefore, he contacted the respondent at that time and the respondent informed that it is going to construct the 5th floor in the said building which is not acceptable to the complainant. Therefore, the complainant sought refund of the amount paid by him.

4. In this regard, the MahaRERA feels that, there is no provision in which the relief sought by the complainant for refund of booking amount can be granted. However, since the complainant has paid more than 10% amount towards the booking of the said flat, the only relief can be granted by the MahaRERA is as per the provisions of Section-13 of the RERA to execute the agreement for sale with the complainant.
5. In view of the aforesaid facts, MahaRERA directs the respondent to execute the agreement for sale with the complainant for the flat or any other flat having all permissions within a period of 30 days failing which the amount paid by the complainant be refunded without any interest within a period of next one month.
6. With the above direction, the complaint stands disposed of.

महा-रेरा



(Dr. Vijay Satbir Singh)
Member – 1/MahaRERA