

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

COMPLAINT No: CC00600000055716

Mr. Rajiv Kamdar

..... Complainant

Versus

M/s. L & T Parel Project LLP

..... Respondent.

MahaRERA Registration No. P51900005188

Coram: Hon'ble Dr. Vijay Satbir Singh, Member-1

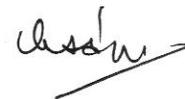
Adv. Sanjay Chaturvedi for the complainant.

Adv. Gitanjali Trivedi appeared for the respondent.

ORDER

(26th September, 2018)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to refund the principal amount paid by him along with interest as provided under section-18 of the RERA Act with retrospective effect, in respect of booking of a flat No. 3003 on the 30th floor adm. 1082.34 sq.ft. carpet area in the project known as 'Crescent Bay T3' bearing MahaRERA Registration No. P51900005188 at Parel, Mumbai.
2. During the hearings, the complainant has argued that he booked the said flat in the respondent's project in the year 2015 for a total consideration of Rs.4,31,69,430/- and till date he has paid an amount of about Rs.85 Lakhs. The respondent has issued allotment letter on 20th February 2017. At the time of booking of the said flat, the respondent agreed to hand over the possession of the flat to the complainant by 2017-18. However, while registering the said project with MahaRERA, the respondent has given proposed date of completion as 31st August, 2021 and revised date of completion as 31st March, 2022 i.e. 8 years from the date of booking of the said flat which is not acceptable to the complainant/ The respondent has revised the date of completion without consent of the complainant.



Hence, the complainant requested MahaRERA to refund the amount paid by him along with interest under section -18 of the RERA Act, 2016.

3. The respondent has disputed the claim of the complainant and argued that there is no violation of section-18 of the RERA Act and therefore the complainant is not entitled to seek any relief since there is no agreed date of possession mentioned in the allotment letter issued to the complainant.
4. The MahaRERA has examined the arguments of both the parties as well as the records. In the present case, the complainant is seeking refund of booking amount paid by him to the respondent. In this regard, MahaRERA feels that there is no registered agreement for sale executed between the complainant and the respondent and therefore, there is no agreed date of possession for handing over the flat to the complainant. Even in the allotment letter dated 20th February, 2017, the date of possession is not mentioned. Moreover, the complainant has not produced any cogent documentary proof on record of MahaRERA showing that the date of possession given by the respondent has lapsed. Therefore, the MahaRERA feels that there is no violation of section-18 of the RERA Act by the respondent and the complainant is not entitled to seek any relief under section-18 of the RERA Act, 2016. However, since the complainant does not want to continue in the project and not willing to wait for possession of the said flat upto 31st March, 2022, in compliance of principles of natural justice, the MahaRERA directs the respondent to refund the amount paid by the complainant.
5. With these directions, the complaint stands disposed of.



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