

**BEFORE THE MAHARASHTRA REAL ESTATE  
APPELLATE TRIBUNAL, MUMBAI**

**Appeal No. AT00600000021473**

**In**

**Complaint No. CC00600000023176**

**1. Shri. Santosh Sakharam Kale**

**2. Ms. Preeti Santosh Kale**

Having address at

B-7, 2<sup>nd</sup> Floor, Nirmal CHS Ltd.

Pandurang wadi, Manpada Road,

Near Gaondevi Mandir,

Dombivali East - 421201

**... Appellants**

**(Original Complaints)**

**Versus**

**M/s. Kamran Live Stock &**

**Real Estate Pvt. Ltd.**

Samrin House, Plot No. A-221,

Road No. 16-V, behind Bradma Company,

MIDC Wagle Estate,

Thane (W)- 400604

**... Respondent**

**(Original Respondent)**

*Mr. Akshay Kapadia Advocate for Appellants.*

*Mr. Prithviraj Gole Advocate for Respondent.*

**CORAM : SUMANT KOLHE, MEMBER (J)**

**S. S. SANDHU, MEMBER (A)**

**DATE : 9<sup>th</sup> DECEMBER, 2020.**

**JUDGMENT**

**[PER: SUMANT KOLHE, MEMBER (J)]**

This appeal is filed by Complainants against order dated 27<sup>th</sup> March, 2019 passed by Adjudicating Officer MahaRERA in Complaint No. CC00600000023176, whereby

Complainants are allowed to withdraw from the project and Respondent is directed to pay the refund amount along with interest.

2. Facts necessary for deciding the Appeal and to appreciate the controversy in the Appeal that lies in narrow compass is as under:

In the Complaint No. CC00600000023176 filed by Allottees, the following reliefs are sought:

- MS
- (a) That this Hon'ble Authority be pleased to direct Respondent to pay the Complainants interest on the amount paid by them, every month since the Respondent was liable to give possession i.e. December, 2013 till the day of actual handing over of the possession of the allotted flat, for the delay in handing over the possession as per Section 18(1);
  - (b) That this Hon'ble Authority be pleased to direct Respondent to pay the Complainants additional interest on the amount paid by him, every month since the Respondent was liable to give possession i.e. December, 2013 till the day of actual handing over of the possession of the allotted flat, for failure of discharging the obligation of ensuring that the Complainant was given a flat on the 15<sup>th</sup> floor in a 21 floor building as per Section 18(3);
  - (c) That this Hon'ble Authority be pleased to direct Respondent to handover the possession of the flat within two weeks;

- (d) That this Hon'ble Authority be pleased to direct the Respondent to reduce the total consideration of the said flat, as the Respondent has failed to comply with the condition of allotting a flat on the 15<sup>th</sup> floor in a 21 floor building;
- (e) That this Hon'ble Authority be pleased to direct the Respondent in the alternate to prayer clause (d), to allot a flat with the exact description on the 15<sup>th</sup> floor of the other wing of the society which has the permission of 21 floors or more;
- (f) That this Hon'ble Authority be pleased to direct the Respondent to adjust the balance consideration payable by the Complainant accordingly, against the interest and reduction of such consideration, for breach of contractual obligations by the Respondent;
- (g) That this Hon'ble Authority be pleased to direct Respondent No. 1 to pay penalty to the Complainants for violating the representations made in the agreement for sale, as per Section 61 of RERA;
- (h) Pending the hearing and disposal of this Complaint, this Hon'ble Authority be pleased to restrain the Respondent from issuing any Demand Notice or instituting any proceedings against the Complainants for payment of the balance amount;
- (i) for costs;
- (j) for such other and further reliefs as the Hon'ble Authority may deem required for the nature and circumstance of the case;

MS