

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

COMPLAINT NO.CC00500000000683

Prem Chand

.. Complainant

V/s

Indiabulls Real Estate Ltd.

..Respondents

MahaRERA Regn.: P52000001481

Coram:

Hon'ble Shri B.D. Kapadnis

Member & Adjudicating Officer

Complainant : Present in person.

Respondent : Present with Advocate Mr. Gala.

30thNovember 2017.

FINAL ORDER

The complainant has filed this complaint contending therein that he booked flat SD-1, 203, Indiabulls Golf City, Saroli, in respondents' project. He paid the booking amount by paying Rs. 2,00,000/- on 26.9.2012. Thereafter he paid Rs. 2,51,000/- to meet the 15% amount of booking. It was also agreed that the booking amount of 15% of the total price would be paid by the complainant and the loan to the extent of 80% would be taken from Indiabulls Housing Finance Ltd. The complainant complains that he has not received the possession of the flat till the date and therefore, he requests to direct the respondents to refund the amount with interest and compensation which according to him amounts to Rs. 1,20,00,000/-.


2. Today respondents' plea is to be recorded and therefore the opportunities have been given to the complainant to put on record any document to show the agreed date of possession. However, he does not have any such agreement or document. He has not whispered in his complaint as to when the respondents agreed to give him possession.



3. Section 18 of RERA Act comes into picture only when the promoter fails to complete or he is unable to give possession of the apartment in accordance with the terms of agreement for sale or duly completed by the date specified in the agreement. Here, in this case there no document or any contentions of the complaint showing the agreed date of possession. He has the receipt which shows that the project shall be completed within a stipulated time but what was the stipulated time is neither known to complainant nor there is any document to prove it. Therefore, in this circumstance Section 18 is not applicable. The facts of the case do not show that any other provision of RERA Act is attracted. In this circumstance, I find that there is no point in proceeding with the matter further. Hence, the complaint is dismissed.

Mumbai.

Date:30.11.2017.


30 -11 '17
(B.D. Kapadnis)
Member & Adjudicating Officer,
MahaRERA, Mumbai.