

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO. CC006000000195613

Gaurav Bagkar ... Complainant

Versus

Evie Real Estate Private Limited
MahaRERA Reg. No. P51800001296 ... Respondent

Coram

Shri Ajoy Mehta, Hon'ble Chairperson

Complainant was himself present

Respondent represented by Mr. Abir Patel, Adv i/b (Wadia Ghandy & Co.) a/w Mr. Sandesh Patil, authorised representative.

Order

May 2021

1. The Complainant has stated that he has purchased an apartment bearing no: D-2601 in the Respondent's project "Runwal Bliss Wing - D" situated at Kanjurmarg, Mumbai vide registered agreement for sale. ^{As He As} She has stated that due to his personal difficulty, he requested the Respondent to cancel the said allotment or in the alternative transfer his allotment to another apartment of a lesser value, however, the Respondent has refused the same. Therefore, he has prayed that the Respondent be directed to refund the amounts paid along with interest.
2. Hearings were held through video conference as per MahaRERA Circular no: 27/2020
3. On the first date of hearing on March 22, 2021, the Complainant submitted that he desires to withdraw from the project and has no objection if the dues are paid to the bank directly from where he has taken a loan.
4. Learned counsel for the Respondent submitted that the Respondent is willing to make all refunds as per the laid down process and also desires that the dues of the

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Aj Mehta

bank be paid by the Respondent to the bank directly and balance, if any, shall be paid to the Complainant.

5. Accordingly, time was given to the parties to execute the same.
6. On the next date of hearing on April 12, 2021, learned counsel for the Respondent made the following offers on record:
 - i. The Respondent will clear the account of the Complainant in HSBC Bank relating to the property in dispute in the next four weeks. On the query of the Complainant, the Respondent has made it clear that clearing the account would mean principal amount, the interest and the penal interest.
 - ii. The Respondent desires that subsequent to this, within 7 days, both parties must execute the deed of cancellation.
 - iii. The Complainant to authorise the Respondent or his representative to collect originals which are available with the bank

It was also made clear by the learned counsel for the Respondent that the Respondent shall not be liable to pay any compensation. The Complainant also agreed that he would not press for compensation and that closure of the account in HSBC bank with respect to principal and interest along with penal interest would amount to final settlement of the matter, with no claims pending on either side.

7. In view of the above, the present Complaint is hereby disposed of.


(Ajoy Mehta)
Chairperson, MahaRERA