

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC004000000010024

Shivani Tomar ... Complainants
Sachin Tomar

Versus

Luxora Infrastructure Private Limited ... Respondent
MahaRERA Regn.No. P50500003509

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

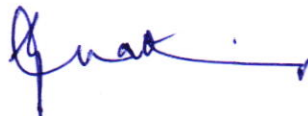
Complainants were themselves present

Respondent was represented by Ms. Faiza Dhamani, Advocate

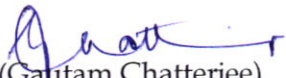
Order

21st March, 2018

1. The Complainants have booked an apartment bearing No. A-302 in the Respondent's project 'Vista 3B' located at Pipla, Nagpur through an allotment letter dated November 25, 2015. The Complainants alleged that the Respondent had promised possession of the said apartment by March 31, 2017 but the Respondent has failed to do so. Further, he alleged the Respondent has failed to register and execute the agreement for sale for the aid apartment.
2. The Complainants stated that they had initiated the cancellation process of the said allotment on March 23, 2017 and that the Respondent had sought time till October/November 2017 for refunding the entire payment but has failed to do so. Therefore, he prayed that the Respondent be directed to refund the entire amount paid by them along with interest and compensation.
3. The advocate for the Respondent stated that the Complaint is not maintainable before MahaRERA as there is no agreement for sale executed between the parties and therefore the cancellation of the said allotment should be governed by the terms and conditions of the said allotment letter.



4. During the course of the hearing, it was explained to the Complainants that relief under section 18 cannot be granted to them as there is no registered agreement for sale is executed between the parties. The Complainants, thereafter, expressed willingness to consider continuing in the said project. The Respondent also agreed to enter into registered sale agreement if the Complainants desired.
5. In view of the above facts, the parties, if the Complainants are willing to continue in the said project, are directed to execute the agreement for sale as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder within 30 days from the date of this Order. The Respondent shall handover possession of the said apartment, with Occupancy Certificate, to the Complainants before the period ending December 31, 2019.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA