

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO : CC006000000001794

Pooja Bhatia ... Complainant

Versus

Nirav Shah ... Respondent  
Prathmesh Developers  
MahaRERA Regn.No. P51800010901

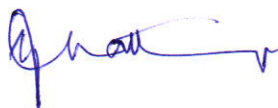
Coram:  
Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainant herself present.  
Respondent did not appear on 28<sup>th</sup> February, 2018. Orders passed Ex-parte.

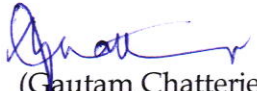
**Order**

28<sup>th</sup> February 2018

1. In the year 2010, the Complainant had booked an office space in the Project 'Yantrik' of Parthesh / Kishore Lehrani Group Joint Venture situated at Santacruz, Mumbai and paid a significant amount. The Complainant has stated that the Respondent, thereafter, asked her to cancel the said office space booking and shift to another Project of the Respondent and vide allotment letter dated 18<sup>th</sup> January, 2013, allotted a residential Unit bearing No. B-603, in the Project named 'Ganga Jamna CHS' situated at Bandra, Mumbai. The Respondent also shifted the amount paid by the Complainant to the Project 'Ganga Jamna' which is registered with MahaRERA under Registration No. P51800010901. There was no possession date mentioned in the said allotment letter.
2. The Complainant alleged that, she has paid a significant amount to the Respondent. However, the Respondent has neither executed registered agreement nor handed over the possession of the said apartment, till date. The Complainant underlined that, the Respondent has sold her booked apartment to another buyer. Therefore, the Complainant has approached this Authority for cancellation of her booking and to direct the Respondent to refund of entire money she has paid with interest.



3. During the hearing on 17<sup>th</sup> January 2018, the Respondent Mr. Nirav P. Shah, who was himself present, stated that he was willing to execute registered agreement for sale with the Complainant, for an alternate apartment in the same project which is nearing completion, subject to the Complainant's choice of the apartment. The Complaint stated that she was willing to consider the offer made by the Respondent. Both the parties sought an adjournment for finalising the same.
4. On the next date of hearing on 28<sup>th</sup> February 2018, the Respondent did not appear.
5. On review of the Respondent's MahaRERA webpage of the project, it is observed that there are some apartments in the project which are available unsold, from which the Respondent can allot an alternate apartment to the Complainant.
6. In view of the above facts, the parties are directed to execute and register 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 45 days from the date of this Order.
7. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA