

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

COMPLAINT NO: CC006000000012329

Mr. Sadik Pathan .. .... Complainant

Versus

M/s. Nirmal Lifestyle (Kalyan) Private Limited

MahaRERA Registration No. P51700002875

..... Respondent

Coram: Hon'ble Dr. Vijay Satbir Singh, Member 1

The complainant appeared in person.

Mr. Rohit Chavan appeared for the respondent.

**Order**

(19<sup>th</sup> January, 2018)

1. The complainant has booked a flat bearing No.H-4-402 in the respondent's project, known as "Lifestyle City Kalyan-Platano H" located at Kalyan, Dist Thane, bearing MahaRERA registration No. P51700002875. The respondent has issued a letter dated 21-9-2015 regarding the said booking and the terms and conditions thereof. Accordingly, the complainant paid 20% amount to the respondent. However, till date the possession is not given to him. Therefore, the complainant has approached this Authority seeking directions to the respondent to refund the booking amount paid by him with interest.
2. This matter was heard today. The complainant appeared in person and stated that he has paid 20% amount to the respondent and requested him to execute registered agreement for sale. However, the respondent did not execute the agreement so far and delayed the possession.

3. The respondent disputed the claim of the complainant and stated that there is no agreement for sale executed between them. Further, there is no agreed date of possession. Hence the present complaint is not maintainable. However, without prejudice to their rights and contentions, the respondent has submitted a written undertaking on record of this Authority stating that he will refund all the amount paid by the complainant, within a period of four months from the date from which the cancellation procedure is taken place.
4. Considering the above facts, this Authority is of the view that there is no violation of Section-18 provisions of RERA Act, Rules and Regulations made there under, as no agreement was executed between the complainant and the respondent. Therefore, the complainant is not entitled to any interest as prayed by him. However, the respondent has given written undertaking on record of this Authority stating that he will refund the booking amount to the complainant. The said undertaking is taken on record.
5. In view of above, the complaint stands disposed of.

  
(Dr. Vijay Satbir Singh)  
Member-1