

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO : CC006000000022980

Promila Bansal ... Complainant

COMPLAINT NO : C006000000022969

Balraj Bansal ... Complainant

Versus

Nakta Investment Pvt Ltd ... Respondent  
MahaRERA Regn.No. P51800003824

Corum:

Shri Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present with Mr. Bharat Agarwal, Adv., Sanjuna Sudhakaran, Adv.

Respondent was represented by Ms. Pooja Gaikwad, Adv. on behalf of Dr. Sanjay Chaturvedi, Adv.

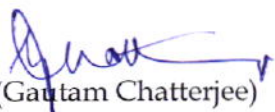
**Order**

February 23, 2018

1. The Complainants had booked two office units bearing No. 1303 and 1304 in the Respondent's project 'MORYA GRAND' located at Oshiwara, Mumbai through allotment letters dated August 18, 2009. The Complainants alleged that they were promised possession of the said office units within 36 months from the date of receipt of commencement certificate but the Respondent has failed to do so. Further, they alleged that in spite of having paid substantive amount towards the consideration of the said office units, the Respondent has failed to execute and register the agreements for sale. Therefore, they prayed that the Respondent be directed to refund the entire amount paid by them along with interest and compensation as per the provisions of section 18 of the Real Estate (Regulation and Development) Act 2016 and to execute and register the agreements for sale.



2. The advocate for the Respondent stated that they are willing to execute the agreements for sale and commit to handover possession of the said office units by December 2020. Complainants accepted the same.
3. 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 agreements for sale executed between the parties.
4. In view of the above facts, the parties are directed to execute the agreements 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 office units, with Occupancy Certificate, to the Complainants before the period ending December 31, 2020, failing which the respondent shall be liable to pay interest to the Complainant from January 1, 2021 till the actual date of possession, on the entire amount paid by the Complainants to the Respondent. The said interest shall be at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017. Consideration amount for the said office units to remain the same as per the allotment letters and further payments to be as per the payments schedule prescribed under the agreements for sale.
5. Consequently, the matters are hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA