

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

COMPLAINT No: CC006000000012709

Mr. Deepak Jethi

..... Complainant

Versus

M/s Nirmal Lifestyle (Kalyan) Private Limited

MahaRERA Registration No. P51700003554

..... Respondent

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

The complainant appeared in person.

Mr. Rohit Chavan a/w Mr. Rahul Ektare appeared for the respondent

Order

(5th February, 2018)

1. The complainant has filed this complaint seeking directions from this Authority to the respondent to refund the booking amount along with interest in respect of booking of a flat bearing No. A-603 admeasuring 314.52 sq.fts in MahaRERA registered project bearing No. P51700003554 known as " Riviera A" at Kalyan, Dist Thane.
2. This matter was heard today. The complainant has stated that he had booked a residential flat in respondent's project in the year 2013. The respondent has issued allotment letter on 9th November 2014. Till date the complainant has paid substantial amount to the respondent But, no registered agreement for sale has been executed so far. At the time of booking of the flat, the respondent had agreed to handover the possession of the said flat by June 2018. However, now the respondent while registering the project with MahaRERA has given revised date of possession of the said flat as 31-8-2021, which is not acceptable to the complainant. Hence the complainant is seeking refund of the amount paid to the respondent with interest.

3. The respondent disputed the claim of the complainant and stated that there is no agreement between the complainant and the respondent. Hence, there is no agreed date of possession. Therefore, the present complainant 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 to the complainant within a period of six months from the date of the completion of the procedure for cancellation.
4. Since there is no agreement executed between the complainant and the respondent, there is no violation/contravention of any provision of RERA Act, Rules and Regulation framed thereunder and therefore, the complainant is not entitled for any interest as prayed by him.
5. However, considering the undertaking submitted by the respondent, the complaint stands disposed of.



(Dr. Vijay Satbir Singh)
Member-1/MahaRERA