

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000022837

Sheela Johney Kharat ... Complainant

Versus

Morya Infraconstruct Private Limited ... Respondent
MahaRERA Regn.No. P51700005511

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was herself present

Respondent Mr. S.S.Sawant represented for himself.

Order

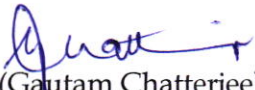
March 28, 2018

1. The Complainant had booked an apartment in the Respondent's project 'MORYA HEIGHTS' situated at Louiswadi, Thane and thereafter informed the Respondent to cancel their allotment sometime in 2017 as there was no progress in the said project. However, the Respondent has not yet refunded the amounts paid by her. Therefore, she has prayed that the Respondent be directed to refund the said amount.
2. The representative for the Respondent stated that they are willing to execute the agreement for sale, if the Complainant reconsiders her stand and continues as an allottee. The Complainant stated she would be willing to execute and register agreement for sale provided the Respondent was willing to accept some deferred and easy payment schedule for the said apartment in the said agreement. She also requested that a three month window be provided to her for executing and registering the sale agreement. Both the parties mutually agreed for the same.



3. In view of the above facts, the parties are directed to execute 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 90 days from the date of this Order. The future payment schedule of the balance consideration for the said apartment shall be amicably decided by the parties.

4. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA