

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

COMPLAINT No: CC006000000012635

Ms. Rashmi Jadiya

..... Complainant

Versus

M/s Nirmal Lifestyle (Kalyan) Private Limited

MahaRERA Registration No. P51700006711

..... Respondent

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

The complainant appeared in person.

Adv Deepan Dixit a/w Mr. Rohit Chavan appeared for the respondent

Order

(2nd 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 and the compensation in respect of booking of a flat bearing No. 1207 in MahaRERA registered project bearing No. P51700006711 known as "Cypress A " at Kalyan, Dist Thane.
2. This matter was heard today. The complainant has stated that he had booked the residential Flat in respondent's project in the year 2012 and paid an amount of Rs 6,09,060/-. The respondent agreed to execute the registered agreement for sale within 3 months and also promised to hand over the possession of the said flat by December, 2014. However, till date the respondent didn't fulfil his promises. Now the respondent while registering

the project with MahaRERA has given revised date of possession of the said flat as 31-12-2019, which is not acceptable to the complainant. Hence the complainant is seeking refund under section 18 of the Real Estate (Regulation and Development) Act, 2016 with interest.

3. The respondent disputed the claim of the complainant and stated that there is no agreement between the complainant and the respondent and no agreed date of possession too. Therefore, the present complaint is not maintainable. However, without prejudice to his rights and contentions, the respondent has submitted a written undertaking on record of this Authority stating that he will refund the entire amount to the complainant within a period of four months from the date of the completion of the procedure for cancellation.
4. Considering the above facts, this Authority is of the view that there is no violation of the provisions of the section 18 of Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under, as no agreement has been executed between the complainant and the respondent. Therefore, the complainant is not entitled to claim any interest as prayed by him. Moreover, 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/MahaRERA