

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

COMPLAINT NO: CC006000000012346

Disha Salian & Harish Modankap

.. Complainants

Versus

M/s. Nirmal Lifestyle (Kalyan) Private Limited

MahaRERA Registration No. P51700005518

..... Respondent

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

Mr. Sadik Pathan, CA appeared in person for the complainants.

Mr. Rohit Chavan appeared for the respondent.

Order

(19th January, 2018)

1. The complainants have jointly booked a flat bearing No. B-1201 in the respondent's project, known as "Lifestyle City Kalyan - Excel B" located at Kalyan, Dist Thane, bearing MahaRERA registration No. P51700005518. The respondent has issued a letter dated 29-06-2015 regarding the said booking and the terms and conditions of. Accordingly, the complainants paid 20% amount to the respondent. However, till date the possession of the flat is not given to them. Therefore, the complainants have approached this Authority seeking directions to the respondent to refund the booking amount paid by them with interest.
2. This matter was heard today. Mr. Sadik Pathan, CA appeared for the complainants and stated that the complainants have 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 and even there is no progress in construction on site. Hence, the complainants requested for refund of the booking amount with interest.

3. The respondent disputed the claim of the complainants 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 complainants, 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 complainants and the respondent. Therefore, the complainants are not entitled for 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 complainants. The said undertaking is taken on record.
5. In view of above, the complaint stands disposed of.


(Dr. Vijay Satbir Singh)
Member-1