

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000012110

Christina Contractor ... Complainant

Versus

Sanyam Realtors Pvt. Ltd. ... Respondent
MahaRERA Regn.No. P51800004602

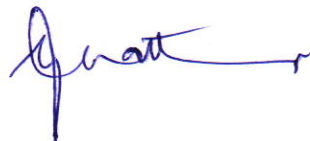
Corum:
Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was herself present
Respondent was represented by Mr. Ulhas Pai, Advocate


Rectified - Order

April 26, 2018

1. The Complainant has booked an apartment bearing No. 603 in the Respondent's project 'ASHOK ODYSSEY - C WING' situated at Ghatkopar, Mumbai through an allotment letter dated February 23, 2015. The Complainant alleged they were promised possession of the said apartment in 2017 but the Respondent has failed to do so. Therefore, they prayed that the Respondent be directed to refund the entire amount paid by them along with interest and compensation.
2. The advocate for the Respondent stated that they are willing to execute the agreement for sale.
3. During the course of the hearing, it was explained to the Complainant that relief under section 18 cannot be granted to her as there is no registered agreement for sale executed between the parties. The Complainant also expressed her willingness to continue in the said project.



4. In view of the above facts, parties are directed to execute the 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 45 days from the date of this Order. While executing the agreement for sale, Respondent should adjust the amounts paid by the Complainant to its net present value taking into account the time value of money paid by the Complainant in the year 2015.
5. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA