

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000012536

Alka and Sunil Khandelwal ... Complainants

Versus

Kumar Urban Development Private Limited ... Respondent  
MahaRERA Regn.No. P51900006503

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Mr. Meherasp Mistry, Adv.  
Respondent failed to appear on 23 february, 2018 and on 2 April, 2018.

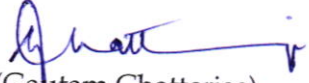
***Ex Parte Order***

April 23, 2018

1. The Complainants are members of the Juhu Anamika Co-operative Housing Society Limited (*hereinafter referred to as the said Society*), which is being redeveloped by the Respondent as 'Kul Elegance' (*hereinafter referred to as the said project*) via development agreement dated April 24, 2008 and supplemental development agreement dated April 28, 2008. The Complainants have stated that they have purchased additional area being apartment No. 1201 from the Respondent in the said project via allotment letter dated March 4, 2010 and that they have paid more than 10% towards the consideration price for the said apartment. They have alleged that they were promised possession of their apartment by August, 2014 but the Respondent has failed to do so. Further, they have alleged that the Respondent vide letter dated September 6, 2017 has informed the said Society about the Respondent's intention to terminate the development agreement and the supplemental development agreement, alleging that the said society had breached terms of their agreements.



2. Therefore, they prayed that the Respondent be directed to refund the entire amount paid by them along with interest and compensation as per the provisions of section 18 of the Real Estate (Regulation and Development) Act 2016.
3. During the course of the hearing the complainants were explained that relief under section 18 cannot be granted to them as there is no registered agreement for sale executed between the parties.
4. On review of the CA certificate uploaded by the Respondent at the time of registering their project with MahaRERA, it is observed that the amount paid by the Complainants with respect to the said apartment has been clearly accounted for, against the said apartment, by the Respondent.
5. In view of the above facts and if the Complainants intend to continue with the purchase of the additional area in the said project, the Respondent is directed to execute and register 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 30 days from the date of this Order.
6. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA