

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

COMPLAINT No: CC006000000012313

Mr. Fazal M. Y. Shaikh

..... Complainant

Versus

M/s Nirmal Lifestyle (Kalyan) Private Limited

MahaRERA Registration No. P51700003616

..... Respondent

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

Adv Shashikant Kadam for the complainant.

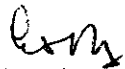
Adv Deepan Dixit a/w Mr. Rohit Chavan appeared for the respondent

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 also compensation in respect of booking of a flat bearing No. A-302 in MahaRERA registered project bearing No.P51700003616 known as "Thames " 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 2013 for a total consideration amount of Rs. 41,16,423/-. The respondent has issued allotment letter on 1st Sept 2014. Till date the complainant has paid more than 50% of the amount to the respondent. But, no registered agreement for sale has been executed. Now the respondent while registering the project with MahaRERA has given revised date of possession of the said flat as 31-8-2023, 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. Hence there is no agreed date of possession. Therefore, the present complainant 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 six months from the date of the order from MahaRERA and on 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