

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

**Complaint No. CC004000000020110**

Mr. Sujit Chandankhede

..Complainant

***Versus***

M/s. Nagpur Integrated Township Private Limited

..Respondent

MahaRERA Project Registration No. P50500010398

**Coram: Dr. Vijay Satbir Singh, Hon'ble Member - 1/MahaRERA**

**Adv. Amita Chaware appeared for the complainant.**

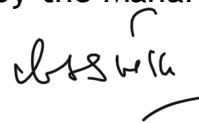
**Adv. Harshad Bhadbhade appeared for the respondent**

**ORDER**

(22<sup>nd</sup> October, 2020)

(Through Video Conferencing)

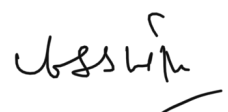
1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to refund the entire amount paid by him to the respondent along with interest and compensation under section 18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of booking of a flat in the registered project known as **"First City Project Phase 1A"** bearing MahaRERA registration No. P50500010398 at Nagpur.
2. This complaint was heard and final order was passed by the MahaRERA on 21-01-2020, whereby direction was given to the respondent promoter to execute the agreement for sale with the complainant under section 13 of the RERA and also to handover possession of the flat within a period of 30 days.
3. Thereafter the respondent has filed an application dated 15-10-2020 seeking certain modification in the said order passed by the MahaRERA



on 21-01-2020. The said application is heard finally today as per the Standard Operating Procedure dated 12-06-2020 for hearing of complaints through Video Conferencing. Both the parties have been issued prior intimation of this hearing. Accordingly, both the parties appeared for the hearing and made their submissions.

4. During the course of hearing, the respondent has stated that it is holding the leasehold rights in respect of the land under the said project as the same belongs to the state government and as per the development agreement it is entitled to execute the agreements for lease with the allottees and not agreements for sale. Even the allotment letters mentions about the same. The respondent has therefore stated that due to typographical error in the said order passed by the MahaRERA instead of the word “agreement for lease” the word “agreement for sale” has been incorporated in para Nos. 1 and 4 of the said order. Hence the respondent has prayed MahaRERA to modify the said order by allowing the application filed by it.
5. The complainant has not made any written as well as oral submissions with regard to the application filed by the respondent for modification of the order dated 21-01-2020 passed by the MahaRERA.
6. The MahaRERA has examined the argument advanced by the respondent as well as perused the record. In the present case, the respondent has filed this application for rectification of the order dated 21-01-2020 passed by the MahaRERA seeking certain modification in the said order under the provision of section 39 of the RERA.
7. In this regard, the MahaRERA has perused the provision of section 39 of the RERA which reads as under:

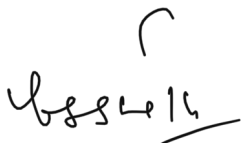
***39. The Authority may, at any time within a period of two years from the date of the order made under this Act, with a view to***



*rectifying any mistake apparent from the record, amend any order passed by it, and shall make such amendment, if the mistake is brought to its notice by the parties*

*:Provided that no such amendment shall be made in respect of any order against which an appeal has been preferred under this Act: Provided further that the Authority shall not, while rectifying any mistake apparent from record, amend substantive part of its order passed under the provisions of this Act.”.*

8. The aforesaid provision of section 39 would apply if there is an apparent mistake in the order passed by the MahaRERA. However on perusal of the said order passed by the MahaRERA, it prima facie appears that the direction is issued under section 13 of the RERA to the respondent to execute agreement for sale under section 13 of the RERA as the said provision provides/stipulates for “agreement for sale” and not “agreement for lease” as alleged by the respondent. Hence the MahaRERA feels that by filing this application, the respondent is seeking substantial modification in the order passed by the MahaRERA which cannot neither be considered under section 39 of the RERA nor possible under the provisions of section 13.
9. In view of the aforesaid facts of the case the MahaRERA does not find any merits in the application for modification filed by the respondent. Consequently, the same stands rejected.

  
(Dr. Vijay Satbir Singh)  
Member - 1/MahaRERA

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MUMBAI**

**Complaint No. CC004000000020110**

Mr. Sujit Chandankhede

.... Complainant

**Versus**

M/s. Nagpur Integrated Township Private Limited

.... Respondent

Project Registration No. **P50500010398**

**Coram: Dr. Vijay Satbir Singh, Hon'ble Member – 1/MahaRERA**

Adv. Pravin Gole i/b Adv. Amita Chaware appeared for the complainant.

Adv. Anwar Landge appeared for the respondent No. 1.

Adv. Sagar Hate appeared for the respondent No. 3 and 4.

**ORDER**

(21<sup>st</sup> January, 2020)

1. The complainant has booked a flat in the project "**First City Project Phase 1A**" bearing MahaRERA registration No. P50500010398 being developed by the respondent at Khapri, Nagpur. There is no agreement for sale executed between the complainant and the respondent. The complainant wants to withdraw from the project and wants refund of money paid to the respondent along with interest and compensation.
2. This complaint was heard today in the presence of concerned parties. During the hearing, the complainant sought time to amend this complaint on the ground that, since the project has got occupancy certificate, he is now seeking possession of the flat.
3. The respondent did not plead guilty. The respondent in his reply has alleged that, the complainant has made false and baseless submissions. The respondent further submitted that, the reliefs sought by the complainants with regard to this project are not maintainable since the project has



completed and he has obtained Part Occupancy Certificate for the said project.

4. The facts of this case show that, there is no agreement for sale entered into between both the parties, hence, the prayer of the complainant for the refund of the amount along with interest cannot be considered. However, now since the complainant is seeking the possession of the flat, the said prayer is granted since the project has completed. In view of the aforesaid facts, MahaRERA directs the respondent to execute the agreement for sale with the complainant and handover possession of the flat to the complainant within a period of one month.
5. With the above directions, the complaint stands disposed of. The claim of the complainant towards interest cannot be considered since there is no violation of provisions of the section-18 of the RERA.



(Dr. Vijay Satbir Singh)  
**Member – 1/MahaRERA**