

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

Complaint No. CC006000000089644

Mrs. Veena Atul Modi

.... Complainant

Versus

M/s. Sakla Enterprises and others

.... Respondents

Project Registration No. **P99000015834**

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

Complainant appeared in person.

Adv. Anwar Landge appeared for the respondent.

ORDER

(2nd January, 2020)


1. The complainant has filed this complaint seeking directions from the MahaRERA to the respondents to refund the amount paid by him along with interest and compensation under Section-18 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") in respect of booking of a flat in the respondents' project known as "**Sagar Complex**" bearing MahaRERA registration No. P590000015834 at Kurgaon, Palghar.
2. This complaint was heard on several occasions and the same was heard finally on 17/12/2019, when both the parties appeared. It is the case of the complainant that, she had booked the said flat for a total consideration amount of Rs. 25,00,000/- and paid the entire amount to the respondent. The respondent issued allotment letter dated 29/10/2016. She further stated that, since booking the project is stuck with, no further progress/ construction is being carried out by the respondent. While registering the project with MahaRERA, the respondent has given the revised completion date as 31/12/2022 which is not acceptable by the complainant. Hence, the complainant is seeking refund along with interest and

compensation of the entire amount paid by her to the respondent under Section-18 of the RERA.

3. The respondent on the other hand has resisted the claim of the complainant and stated that the present complaint filed by the complainant is premature. Further there is no agreement for sale executed between the complainant and the respondent. The complainant is not willing to execute the agreement for sale in spite of several reminders. However, the respondent is ready to refund the entire amount within a period of six months from today or to execute the registered agreement for sale with the complainant.
4. The MahaRERA has examined the arguments advanced by both the parties as well as records. In the present case, the complainant is seeking refund a/w interest and compensation under provisions of Section-18 of the RERA. In this regard, MahaRERA is of the view that, there is no registered agreement for sale entered into between the complainant and the respondent showing any agreed date of possession. However, allotment letter issued by the respondent does not mentioned any date of possession. Hence, the MahaRERA feels that, there is no violation of the provisions of Section-18 of the RERA by the respondent. Moreover, the respondent has given 31/12/2022 as the revised completion date of the project which has not been over yet.
5. Hence, the present complaint is premature. Therefore, the complainant is not entitled to seek refund a/w interest and compensation under provisions of Section-18 of the RERA. However, the respondent shown its willingness to refund the amount within a period of six months or else to execute agreement for sale with the complainant.



6. In view of the above facts, the MahaRERA directs the respondent to execute the agreement for sale under Section-13 of the RERA within a period of 30 days failing which, it will have to refund the amount within a period of next three months.
7. With the above directions, the complaint stands disposed of.


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

महा-रेरा