

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000056786

Rajat Bhargava
Kunti Bhargava

...

Complainants

Versus

Nepa Real Estates Private Limited
MahaRERA Regn. No. P51800000921

...

Respondent

Corum:

Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were represented by Ms. Rachana Kapasi Shah, Adv. (i/b Pimenta Kapasi & Co.).

Respondent was represented by Mr. Vikram Agarwal, Adv. a/w Ms. Gargi Shinde, Adv.

Order

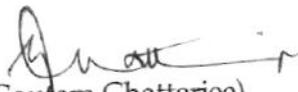
December 05, 2018

1. The Complainants have booked an apartment bearing no: 402 in the Respondent's project 'VASANT OASIS CAMELIA BLDG 13' situated at Andheri, Mumbai through an allotment letter dated November 19, 2014 (*hereinafter referred to as the said allotment letter*). The Complainants have alleged that even though they have paid substantial amounts (more than 10%) towards the consideration price, the Respondent has failed to execute and register the agreement for sale till date. Further, they also alleged that at the time of issuance of the said allotment letter, through an email correspondence sent by the Respondent, delivery of the said apartment was promised by December 2017, and till date the construction progress on site is slow. Therefore, they prayed that the Respondent be directed to refund the amount paid by them.
2. The learned counsel for the Complainants raised her contention against the draft sent by the Respondent with regards to the refund amount after deductions on account of



cancellation, which is not in consonance with the said allotment letter. She further submitted that even though the Complainants, in their complaint, wanted to withdraw from the project, they are willing to reconsider their stand.

3. The learned counsel for the Respondent submitted the Respondent is willing to execute and register the agreement for sale.
4. In view of the above facts, if the Complainant decides to continue in the project, the parties are directed to execute and register the agreements 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, on the instance of the Complainants, from the date of this Order. The date of possession, with OC, in the said agreement should be the period ending December 2020, as directed by MahaRERA in Complaint no: CC006000000001931.
5. The Complainants shall pay the consideration amount due (principal amount only) at the time of registering the said agreement. Further, payments to be made as per the progress of the construction.
6. If the Complainants intend to withdraw from the project, the refund will be guided in accordance with the terms and conditions of the booking application/allotment letter.
7. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA