

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC006000000001242

Nagraj Shriyan ... Complainant

Versus

Skystar Buildcon Pvt. Ltd. ... Respondent  
MahaRERA Regn.No. P51800002637

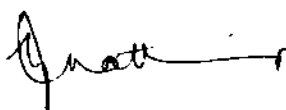
Coram :  
Shri Gautam Chatterjee, Chairperson

Complainant was represented himself with Adv. Ravi Punjabi  
Respondent was represented by Adv. Bhounick Vaidya and Adv. Harshal Dedhia, Adv.  
(i/b Kanga & Co.)

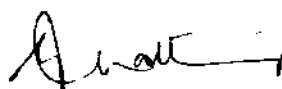
**Order**

30th December 2017

1. The Complainant has booked an apartment bearing No. B1003 in the Respondent's project 'Sunteck City Avenue 2' located at Oshiwara, Mumbai through an application for registration dated November 26, 2013.
2. The Complainant alleged that the respondent has failed to register the agreement for sale even though he has paid 53% of the consideration value.
3. On the first date of hearing on December 11, 2017, both the parties sought time to amicably settle the matter.
4. On the next date of hearing on December 27, 2017, the advocate for the Respondent stated that the Respondent is willing to execute the agreement of sale for the said apartment. Further, he stated that both the parties have mutually agreed to a revised payment schedule which includes payment of the already overdue 6% consideration amount, without the accrued interest on the same, by the Complainant to the Respondent, at the time of signing the and registering the agreement. Complainant also agreed and reiterated the same.



5. In view of the above facts, the parties are directed to execute the agreement for sale as per the provisions of section 13 of the said Act and the rules and regulations made thereunder within 45 days from the date of this Order. Further, Complainant shall pay to the Respondent 6% of the due principal amount only at the time of registering the said agreement for sale. No interest for delayed payment to be levied by the Respondent for the said 6% of the principal amount. Balance payments, thereafter, to be made by the Complainant in accordance with the revised payment schedule as mutually agreed by both the parties. GST input credit to be passed on by the Respondent to the Complainant. The date of possession of the said apartment to the Complainant shall be as per the revised completion date of the project mentioned by the respondent in their MahaRERA registration.
6. Consequently, the matter is hereby disposed of.

  
(Gaujam Chatterjee)  
Chairperson, MahaRERA