

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

Complaint No: CC00600000057286

Mr. Sanjay Kabra

.....Complainant

Versus

MIG (Bandra) Realtors and Builders Pvt.Ltd.&Anr.

..... Respondents

MahaRera Registration No. **P51800004889**

Coram: Hon'ble Dr. Vijay Satbir Singh, Member-I, MahaRERA.

Complainant present in person.

Adv. Deepali Khote appeared for the respondent.

ORDER

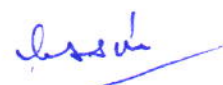
(12th June, 2019)

1. The complainant has filed this complaint under section 13 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as RERA) 2016 seeking directions from MahaRERA to the respondents to enter into and execute an agreement for sale for his flat in the project known as "Ten BKC" situated at Bandra (East).
2. The matter was heard in the presence of concerned parties. During the hearing, the complainant submitted that, he had booked a flat in the respondents' project in the year 2016 and the respondents handed over the allotment letter and the application form in the month of June 2016. In accordance with the allotment letter, the respondents are supposed to handover possession of his flat on or before November 2019 with a grace period of six months. In the month of October 2018, the respondent sent



him a draft agreement for sale but it came to the notice of the complainant that the possession date in the agreement for sale had been changed to June 2022. The complainant has already paid around 43% of the total consideration of the flat which is ₹4,92,37,120/-

3. The respondent has argued that, the said project is a redevelopment project which they took over from the society for redevelopment. The building consists of 172 redevelopment units and around 700 units for free sale components. The respondent further argued that when the draft agreement was sent to the complainant, the new date of possession was mentioned therein but the complainant never raised an issue for the same. They further submitted that, the actual date of possession in RERA website was June 2020 which has been revised to June 2022. But they would complete the project well in advance and the date was revised in case of any extra ordinary circumstances. The respondents also prayed that the complaint be dismissed since the possession date according to the allotment letter had not lapsed.
4. The MahaRERA has examined the submissions made by both the parties as well as the record. In the present case, admittedly the complainant is allottee of the respondent's project, who had booked a flat in the year 2016 and has paid substantive amount towards the cost of the said flat. The allotment was done when the MOFA Act, was in force. As per the provisions of the MOFA Act, it was mandatory on the part of the respondent to execute registered agreement for sale with the allottee before accepting more than 20% amount. However the respondent has not executed the same and violated the provisions of the MOFA Act.
5. Moreover , now as per the provisions of section 13 of the RERA Act, 2016, since the complainant has paid more that 10% amount to the respondent,



the respondent / promoter is liable to execute registered agreement for sale with the complainant as .

6. In view of these facts, the MahaRERA directs the respondent to execute the registered agreements for sale with the complainant as provided under section 13 of the RERA Act, 2016 in accordance with the allotment letter or as per the agreed terms and conditions arrived at between both the parties.
7. With the above directions, the complaint stands disposed of.



Dr. Vijay Satbir Singh
(Member I, MahaRERA)

