

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

**COMPLAINT No. CC00600000054712**

Mr. Pankaj Shetty .....Complainant  
**Versus**  
Raj Arcades and Enclaves Pvt. Ltd. .... Respondent  
Along with

**COMPLAINT No. CC00600000054921**

Mr. Dilip Gadadhar Santra and Mrs Moushome Dilip Santra  
.....Complainants  
**Versus**  
Raj Arcades and Enclaves Pvt. Ltd. .... Respondent  
Along with

**COMPLAINT No. CC00600000054918**

Mr. Amritben Savji Patel .....Complainant  
**Versus**  
Raj Arcades and Enclaves Pvt. Ltd. .... Respondent  
MahaRERA Registration No. P51800008454

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

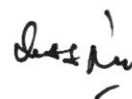
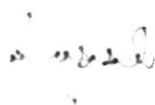
Adv. Shashikant Kadam appeared for the complainant  
Adv. Yogesh Bandal appeared for the respondent.

**Order**

(1st August, 2018)

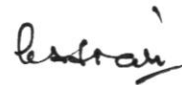
1. All the above mentioned complaints pertain to same project and hence same were heard together. The complainants, who are the allottees have filed these complaints seeking directions from MahaRERA in respect of booking of their respective flats in the project known as " Raj Shivganga" bearing MahaRERA registration No. P51800008454 at Kandivali, Mumbai.

- a) To execute the registered agreement for sale in favour of complainants in accordance with the provision of U/s 13 of The Real Estate (Regulation and Development) Act, 2016.
  - b) To pay the interest for delay in handing over possession of the flat as per section-18 of The Real Estate (Regulation and Development) Act, 2016 at stipulated rate from 30.06.2014 to till the date of handing over possession including compensation as this Hon'ble authority thinks fit.
  - c) To bear the hike in stamp duty, registration charges and taxes etc. ,
  - d) To incorporate all the amenities in agreement for sale as represented and assured by the respondent in brochure.
  - e) That the Respondent may kindly be directed or quarterly update the project status in accordance with the provision of Section-11(1)(e) and rule 20.
2. The complainants have argued that though they have booked their respective flats in the year 2012 and paid substantial amount to the respondent, no agreement for sale has been executed by the respondent so far.
  3. However, the respondent shown his willingness to execute the registered agreement for sale with the complainants. He filed written undertaking on record of MahaRERA stating that he will execute registered agreement for sale with the complainants within a period of one month subject to clearance of all due payments towards consideration, and statutory charges by the complainants. The complainants have accepted the said undertaking and duly signed the same. The said undertaking is taken on record.
  4. With regard to other reliefs sought by the complainants, MahaRERA feels that an interim order has already been passed by MahaRERA in aforesaid



complaint No. CC006000000054712 filed by Mr. Pankaj Shetty on 10<sup>th</sup> July, 2018 and issued directions to the respondent to take appropriate steps for uploading relevant information on MahaRERA website and for formation of co-operative housing society of the flat purchasers. The respondent is directed to comply with the same.

5. With regard to the relief sought by the complainants for interest for the delayed possession, the MahaRERA feels that since there is no agreement between the complainants and the respondents stipulating any date of possession, the request of the complainants for interest cannot be considered at this stage.
6. Accordingly, the complaints are disposed of.



(Dr. Vijay Satbir Singh)  
**Member-I/MahaRERA**