

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY
AUTHORITY, MUMBAI

Complaint No. CC001000000030279

Haresh Udharam Budhrani

... Complainant

Versus

KBC Global Limited

Naresh Jagumal Karda

... Respondent

MahaRERA Project Registration No. P51600014676

Coram: Shri. Mahesh Pathak, Hon'ble Member - I/MahaRERA

The complainant appeared in person.

Ms. Mayura, Representative appeared for the respondents.

ORDER

(Monday, 05th August 2024)

(Through Video Conferencing)

1. The complainant above named has filed this online complaint before MahaRERA on 26-08-2022 mainly seeking directions from MahaRERA to the respondent - promoter to handover the possession and to pay compensation for the delayed possession as prescribed under the provisions of section 18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of the booking of a Office No. 12 in the respondent - promoter's registered project known as "**Hari Aakruti Phase II**" bearing MahaRERA registration no. **P51600014676** located at Nashik.
2. This complaint was heard by the MahaRERA on 10-10-2022 as per the Standard Operating Procedure dated 12-06-2020 issued by MahaRERA for hearing of complaints through Video Conferencing. Both the parties have been issued prior intimation of this hearing and they were also informed to file their written

submissions, if any. Accordingly, both the parties appeared for the said hearing and submitted that they are ready and willing to resolve the matter amicably through MahaRERA Conciliation Forum. Hence, on request of both the parties, this complaint was referred to MahaRERA Conciliation Forum for further appropriate action.

3. Accordingly, both the parties appeared before the MahaRERA Conciliation Forum on several occasions and finally on 30-03-2024 when they resolved the matter amicably. The same is recorded in the proceedings of the MahaRERA Conciliation Forum.
4. Thereafter, this complaint was transferred to this Bench, by the MahaRERA Conciliation Forum on 31-05-2024 with the remarks as 'Conciliation Successful'.
5. Accordingly, this complaint was scheduled for hearing on 10-06-2024 when the following Roznama was recorded in this complaint -

"Both the parties are present. The complainant contends that although the consent terms have been signed the respondent has not fulfilled the said consent terms. Therefore, the matter is adjourned to a suitable date till the respondent signs the additional agreement for sale. List the matter for next hearing on 29-07-2024."

6. Accordingly, this complaint was scheduled for hearing today, when both the parties appeared and made their respective submissions.
7. During the course of hearing, the complainant has stated that the respondent has not yet complied with all the terms except the execution of the sale deed. However, the respondents have stated that admittedly, there is delay on their

part in compliance of the said consent terms dated 27-12-2023. However, they stated that all the terms and conditions of the said consent terms will be complied with in due course. Therefore, the said consent terms dated 27-12-2023 duly signed by both the parties are accepted and taken on record.

8. Consequently, the complaint is disposed of as settled as per the said consent terms dated 27-12-2023. However, liberty is granted to the complainant to file a non - execution application in case the respondent does not comply with all the terms and conditions stipulated in the consent terms particularly the execution of the sale deed.



(Signature)
(Mahesh Pathak)

Member - 1/MahaRERA