

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

**Complaint No.CC006000000078719**

Mr. Tejas Vrujlal Shah

..... Complainant

**Versus**

M/s. Marvel Lifespaces

..... Respondent

Along with

**Complaint No.CC006000000078705**

Mrs. Apla Hakani

..... Complainant

**Versus**

M/s. Marvel Lifespaces

..... Respondent

Project Registration No. P52000007771

**Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA**

The Complainant appeared in person.

None appeared for the respondent.

**ORDER**

(2<sup>nd</sup> January, 2020)

1. The complainants have filed these complaints seeking directions to the respondent to execute registered agreement for sale under section-13 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA") or to refund the amount paid by them to the respondent along with interest and compensation under-18 of the RERA in respect of booking of their respective flats in the respondent's project known as "**Sai Shanti Park Asmita**", "**Amruta Aashna**" bearing MahaRERA registration No. P52000007771 at Panvel, Dist Raigarh.

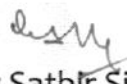
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2. These complaints were referred to the Ld Adjudicating Officer, MahaRERA for adjudging the quantum of the compensation sought for by the complainant under section-18 of the RERA. However, the Ld Adjudicating Officer again referred these complaints to MahaRERA for re-hearing and decision. Hence, these complaints are heard finally today. During the hearings, the complainants appeared and made their respective submissions. However, none appeared for the respondent.
3. It is the case of the complainants that initially they have booked their flats in the respondent's project in the year 2015. The respondent issued the allotment letters for the said bookings in the year 2015. Thereafter, the respondent changed the project name and again issued fresh allotment letters to the complainants on 24-04-2018 in lieu of their earlier flats. Though the respondent has accepted around 80% amount from them, the registered agreements for sale have not been executed with them. Even the project is not yet started on site. Hence, the complainants are seeking immediate execution of agreement for sale or refund of the entire amount paid by them along with interest for which the present complaints have been filed.
4. Though the respondent has been served upon with the notice for this hearing, it failed to appear and file any reply on record even the copy of complaint has also been served upon them. Hence, the MahaRERA has no other alternative, but to proceed with the matter ex-parte against the respondent on merits.
5. The MahaRERA has examined the arguments advanced by the complainants as well as record. In the present case, the complainants are seeking execution of agreement for sale under section-13 of the RERA. Admittedly, the complainants have paid more than 10% amount out of the total consideration amount to the respondent. The said allotment is done after the provisions of RERA came into force. As per the provision of section 13 of the RERA, the promoter cannot

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accept more than 10% amount, without executing the agreement for sale with the allottee. However, in the present case, the MahaRERA feels that the respondent has violated the provision of section-13 of the RERA and hence, it is liable to execute the agreements for sale with the complainants.

6. In view of the aforesaid facts, the MahaRERA directs the respondent to execute the registered agreement for sale with the complainants within a period of one month, failing which the money paid by them be refunded within a period of next one month.
7. With the above directions, both the complaints stand disposed of.

  
(Dr. Vijay Satbir Singh)  
**Member – 1/MahaRERA**