

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC006000000054559

Asset Auto India Pvt. Ltd.

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Complainant

Versus

Oberoï Constructions Limited
MahaRERA Regn. No: P51800002656

...

Respondent

Coram

Hon'ble Shri Gautam Chatterjee, Chairperson

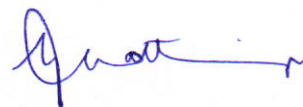
Order

July 5, 2018

Complainant was represented by Mr. Parvinder Singh Vijan, Authorised Representative.

Respondents was represented by Mr. Rajeevan Nair, Authorised Representative a/w Ms. Richa Singh, Adv.

1. The Complainant has booked two apartments bearing No. A-1006 and A-1005, along with two parking spaces, in the Respondent's project 'Enigma' situated at Mulund, Mumbai via allotment letters dated May 16, 2015. The MahaRERA Order dated January 29, 2018 in Complaint No: CC006000000012320, had directed the parties, if the allottee intends to continue in the said project, to execute and register the agreement for sale for the said apartments. In the present complaint, the Complainant has stated that the parties have failed to amicably decide on the terms and conditions of the agreement for sale and therefore the Respondent has cancelled the booking of the said apartments and refunded only a part of the booking amount paid by the Complainant.
2. The Learned Counsel for the Respondent submitted that since the parties failed to execute and register the agreement for sale, the Respondent has refunded the amount paid by the Complainant in accordance with the terms and conditions of the allotment letter. Further, she submitted the Respondent is still willing to execute and register the agreement for sale with changes as suggested by the Complainant. However, the Complainant states that he is not willing to continue in the project.



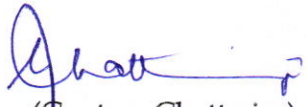
3. Clause 18 of the Model Form of Agreement as annexed to the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017, reads as thus:

...

if the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

...

4. The act of the Respondent to forfeit a substantial quantum bulk of the booking amount and return only a part of the said amount, is not in keeping with the spirit of the model form of agreement.
5. In view of the above, Respondent is directed to refund the total booking amount paid by the Complainant, within 30 days from the date of this Order.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA