

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

1. COMPLAINT NO: CC006000000055408  
Gajananrao Jadhav
2. COMPLAINT NO: CC006000000055420  
Jugal Verma
3. COMPLAINT NO: CC006000000055417  
Vishnudutt Sharma
4. COMPLAINT NO: CC006000000055414  
Bushra Naaz  
Shadman Ahmad
5. COMPLAINT NO: CC006000000055419  
N Bharath Ballal (Constituted Attorney for Siddharth Balla)
6. COMPLAINT NO: CC006000000055416  
Rajkumar Pant

... Complainants

Versus

Shiv Shakti Builders and Developers  
MahaRERA Regn. No. P51800009511

... Respondent

**Corum:** Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were represented by Mr. Avikshit Moral, Adv. (i/b Juris Corp).  
Respondent was represented by Mr. Abir Patel, Adv. (i/b Wadia Ghandy & Co.).

**Order**

May 09, 2019

1. The Complainants have filed the present application for noncompliance of the MahaRERA Orders dated April 26, 2018 in Complaint nos: CC006000000055408, CC006000000055414, CC006000000055416, CC006000000055417, CC006000000055419 and CC006000000055420 (hereinafter referred to as *the said Complaint*) by the Respondent.



2. In the said Order, the parties were directed to execute and register the agreement for sale as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder within 30 days from the date of the said Order.
3. On the day of the hearing, the learned counsel for the Complainants submitted that the parties failed to reach a consensus about the various clauses stipulated in the draft copy of the agreement for sale exchanged between the parties. Specifically, he submitted the draft copy of the agreement for sale forwarded by the Respondent is not in compliance with the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder.
4. The authorised representative for the Respondent submitted the Respondent is willing to clarify any doubts the Complainants may have and that the draft agreement for sale is in compliance with the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder. Therefore, opportunity was provided to the parties to settle their differences.
5. On the next date of hearing, the learned counsel for the Complainant submitted the parties have failed to resolve their differences.
6. The learned counsel for the Respondent again reiterated that the draft copy of the agreement for sale is in compliance with the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder. However, the parties are interalia disputing over the consideration price of the apartments.
7. 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:

#### 18. BINDING EFFECT

*Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this*



*Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. 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.*

The parties have expressed their inability to amicably settle the matter pertaining to the consideration price in particular and therefore have not been able to execute and register the agreement for sale under section 13 of the said Act.

Therefore, as per the binding effect, if the parties fail to execute and register the agreement for sale, the Respondent shall refund the amounts paid by the Complainants.

8. None of the provisions of the said Act, provide for MahaRERA deciding the consideration price to be agreed between the parties and the same is left for the parties to be decided amicably.
9. Consequently, the matters are hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA

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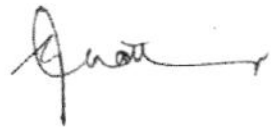
Complainants were represented by Mr. Shubhubrata Chakraborti, Adv. a/w Mr. Shrey Bheda, Adv.

Respondent was represented by Mr. Abir Patel, Advocate, (i/b Wadia Gandhi & Co.).

**Order**

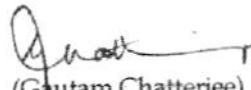
October 01, 2018

1. The Complainants had booked apartments in the Respondent's project 'TOWER 28' situated at Malad, Mumbai. The Complainants have stated that the Respondent has increased the consideration price for the apartments and unilaterally cancelled their allotments. Therefore, the Complainants have prayed that the cancellations be



declared null and void and the Respondent be directed to execute and register the agreements for sale.

2. The learned counsel for the Complainants submitted that the Respondent has executed but not registered the agreements for sale with four out of the six complainants and has failed to adhere to the terms agreed thereupon.
3. The learned counsel for the Respondent submitted that the Complainants are part of a larger group which has done booking in the said project and that the plan was amended on the request of the said group which has resulted in the increase in the consideration price. Further, he submitted that the increase in the consideration price is also because of the increase in the carpet area. Further, he also submitted the allotments were cancelled as the Complainants had defaulted in making payments. However, he submitted the Respondent is still willing to execute and register the agreements for sale.
4. In view of the above facts, the parties are directed to execute and register the agreements for sale, as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder within 30 days from the date of this Order.
5. Consequently, the matters are hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA