

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

COMPLAINT No: CC006000000054561

Mr. Jugal Adva

..... Complainant

Versus

Deepak Rangani

..... Respondent

MahaRERA Registration No. P51800012189

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


Complainant Jugal Adva appeared in person.

None appeared for the respondent.

ORDER

(25th September, 2018)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to execute registered agreement for sale under section-13 of the RERA Act with the complainant in respect of booking of his flat in the respondent's project known as "Pant Nagar Indrayani CHS Ltd" in the Building No.13 and bearing MahaRERA Registration No. P51800012189.
2. This matter was heard finally on 14th September 2018 and the same was closed for orders. During the hearing, the complainant argued that he had booked one flat in the respondent's project in the year 2012 for a total consideration amount of Rs.1,06,80,000/-. Out of this, he has paid an amount of Rs.23 lakhs to the respondent by cash. The respondent has executed the MoU which was executed on 27th September, 2014, by which the respondent agreed to sell one flat to the complainant. However, till date the respondent has not identified the flat and also not



issued allotment letter so far. There is no agreement for sale executed with the complainant.

3. To support his case, the complainant has also filed notarized affidavit on record of MahaRERA stating that the details of payment done by him by cash. He clarified that he has paid the said amount to the respondent by withdrawing cash from ICICI Bank Ltd. and HDFC Ltd. from his own accounts. He has produced statement of accounts of his bank to substantiate the arguments. The complainant has also shown receipts of payment made by him to the respondent, which clearly mention the booking of a flat. The complainant, therefore, sought relief from MahaRERA to get executed the registered agreement for sale in respect of the booking of the said flat.
4. The respondent once appeared before the MahaRERA has made oral arguments. However, no written reply has been filed on record of MahaRERA. The respondent simply denied the case of the complainant.
5. The MahaRERA has examined the arguments advanced by both the parties. In the present case, the complainant is seeking relief under section -13 of the RERA Act and he has alleged that he has paid entire booking amount to the respondent by cash, which has been denied by the respondent. The amount paid by him is about 25% of the total cost of the said flat. Admittedly, no agreement for sale has been executed between the parties. But, the respondent has executed MoU dated 24-07-2014. From the contents thereof, it shows that the respondent has agreed to sell the said flat to the complainant.
6. From the contents thereof, it shows that the respondent has agreed to sell a flat adm. 1200 sq.ft @ 8,900/- per sq.ft. to the complainant and also

Answer

acknowledged the payment made by the complainant amounting to Rs.20,50,000/- in para 2 of the said MOU dated 27/9/2014. The respondent has received more than 10% of the total cost of the said flat adm. 1200 sq.ft. The said MOU has been signed by both the parties and hence same is binding upon both of them.

7. In view of these facts, the MahaRERA feels that, since the respondent has accepted more than 10% of the total cost of the said flat agreed to be sold to the complainant, he is liable to execute registered agreement for sale with the complainant under sec. 13 of the RERA Act, 2016 as per the MOU dated 27th September, 2014. Hence the MahaRERA directs the respondent to earmark the said flat of the complainant adm. 1200 sq.ft. and execute registered agreement for sale with the complainant within a period of 30 days thereof.
8. With these directions the complaint stands disposed of.



(Dr. Vijay Satbir Singh)
Member-1/MahaRERA