

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NOS: CC006000000054584
Sudhangi shwainkumar Suthrave

2. CC006000000054587
Sandhya S. Ambaker

3. CC006000000054589
Swetangi Suresh Ambaker

... Complainants

Versus

Shree Mahalaxmi Developers
MahaRERA Regn. No. P52000007219

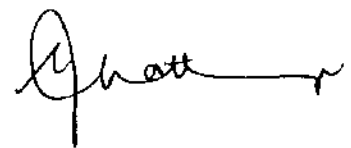
... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were represented by Mr. Anand Mamidwar, Adv.
Respondent did not appear.

Order
November 14, 2018

1. The Complainants had booked apartments in the Respondent's project 'MAHALAXMI' situated at Karjat, Raigad in 2013 through memorandum of understanding (hereinafter referred to as the said MOUs) dated May 13, 2013. The Complainants stated that the Respondent at the time of executing the said MOUs, had promised that possession of the apartments will be handed over within two years or the amounts paid will be refunded. The Complainants prayed that since the Respondent has neither handed over possession nor refunded the amounts paid till date the Respondent be directed to refund the entire amount paid by them.
2. The Respondent was not present, despite service of notice.
3. The learned counsel for the Complainants stated that the Complainants have invested the amounts in the said project as the Respondent had promised to deliver possession within 24 months.



4. On perusal of the said MOUs dated May 13, 2013 as annexed by the Complainants, it is observed that the MOUs are not valid as on date, as the term of the said MOUs was for a period of two years from the date of execution of the same. Further, the arrangement between the parties was for a fixed return on the amounts invested by the Complainants as a buyback amount for the apartments was guaranteed under the said MOUs.

5. Relevant clauses of the said MOUs read as below:

....

1. *The parties hereby agrees that The validity of the present MOU is for a period of 2 years from the date of execution of the same.*

2. *The parties herein agree the possession of the said property will be handed over to the Purchaser on its readiness during the period of MOU i.e. 2 years provided purchaser wants to retain the said property, on payment of following amounts:*

i. *Rs. 200/- per sq. ft. towards development charges.*

ii. *Rs. 99,000/- towards clubhouse membership.*

iii. *Advance maintenance for one year.*

iv. *Amounts towards stamp duty, registration charges, Service Tax and Vat as actual.*

3. *On completion of the MOU period i.e. 2 years, if Purchaser wants to give back the said property to the developer then the buyback amount to be paid by the developer will be Rs. 2250000/- (Rupees Twenty Two Lakhs Fifty Thousand only)*

6. In view of the above facts, since the Complainants have failed to prove any violation of the provisions of Real Estate (Regulation and Development) Act, 2016 or the rules or regulations made thereunder, the complaints are not maintainable before MahaRERA and therefore dismissed.


(Gautam Chatterjee)
Chairperson, MahaRERA