

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

1. COMPLAINT NO. CC006000000079355  
Balu Sajaba Dhatrak

2. COMPLAINT NO. CC006000000079371  
Ashok Sayaji Dhatrak

... Complainants

Versus

Rashmi Realty Builders Pvt Ltd  
MahaRERA Regn. No. P99000009093

... Respondent

**Coram:** Hon'ble Shri. Gautam Chatterjee, Chairperson

Complainants were represented by Mr. Balu Sajaba Dhatrak himself.

Respondent was represented by Mr. Yogesh Bosmiya a/w Ms. Vaishali Nange, Authorised representative.

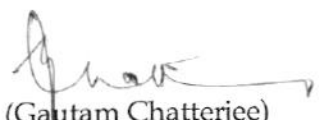
**Order**

January 30, 2020

1. The Complainants have booked apartments in the Respondent's Project titled 'Rashmi' Star City - Phase 4' located at Naigaon, Thane through a Memorandum of Understanding (MOU) dated September 15, 2011, wherein the date of possession was mentioned to be within 40 months of signing of the said MOU. The said MOU, however, did not allot any specific apartment, since the allotment was to be decided through lottery after the completion of the project.
2. The Complainants have stated that they have paid significant amounts to the Respondent, however, the Respondent has neither allotted their apartments nor executed the registered agreements for the said apartments, till date. Therefore, Complainants have prayed that the Respondent be directed to execute and register the agreements for sale and handover possession of their apartments at the earliest.



3. During the hearing, the Respondent stated that due to lack of environmental clearance, they did not have approval of the Competent Planning Authority for the project for which the Complainant has signed MOU and therefore could not carry out the work of the project. However, they are willing to shift the Complainants in another Project, which is nearing completion.
4. Accordingly, time was given to the parties to settle the matter amicably.
5. On the next date of hearing, the parties submitted that they could not reach to an amicable settlement.
6. On the subsequent date of hearing, on January 28, 2020; the authorised representative for the Respondent submitted that the Respondent has now obtained the CC for the said project and is willing to allot their apartments, complete the project well within the time stipulated in the MahaRERA registration and also execute and register the agreements for sale.
7. The learned counsel for the Complainants submitted that the Complainants would like to withdraw from the said project and the Respondent be directed to refund the amounts paid in accordance with the provisions of the said MOU as the said MOU consists of clause for refund of amounts.
8. The MOU can neither be treated as an allotment/ booking of an apartment nor an agreement for sale of any apartment, in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016. Hence, no directions can be issued regarding refund of amount paid as per the MOU, since there is no violation of the provisions of the Act.
9. In view of the above, if the Complainants intend to terminate their MOU then such termination shall be guided by the terms and conditions of the Memorandum of Understanding executed between the parties or as agreed between the parties.
10. Consequently, the matters are hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA