

MAHARASHTRA REAL ESTATE **APPELLATE TRIBUNAL UNDER RERA Act**

No.AT006000000000228

Horizon Projects Pvt. Ltd.
Vidhi Partners
Runwal & Omkar Esquare, 5th Floor,
Opp. Sion Chunabhatti Signal,
Sion (East), Mumbai 400 022.

.. Appellant/s

V/s.

Mr. Anil P. Vijapure
Riverscape D 301, Casa Rio, Kalyan Shil Road,
Dombivali East, Near Pawar Public School,
Thane 421 204

..Respondent/s

Adv. Smt. Neha Joshi for Vidhi Partners, the appellant

Mr. Anil P. Vijapure present on his behalf and on his wife's behalf to the appeal.

CORAM :Hon'ble Shri K. U. CHANDIWAL, J.
Heard on : 24th May, 2018
Dictated/Pronounced on: 24th May, 2018
Transcribed on : 24th May, 2018

-:ORAL JUDGMENT:-

Heard finally.

1. The Order of Ld. Member-1 MahaRERA dt. 12th Feb. 2018, directing to incorporate clause 27 in the Agreement for Sale which provides for mutual discussion, amicable settlement, failing which to be referred to RERA Authorities for the Resolution is subject of challenge.
2. The Ld. Counsel for the Promoter, by banking upon ground 6 (1) and (4) of the Appeal Memo says that adding clause 27 in the Agreement, is beyond the scope of the Authority vested under the Act. Section 13 read with Rule 10 and Annexure 'A' according to the Promoter amply demonstrate that there is no fetter imposed by

RERA Act and the rules made thereunder from suitably modifying the terms of the Agreement for Sale. According to the appellant by the impugned Order dt. 12th Feb. 2018, the effect of Section 13 or Rule 10 has been curtailed against the Appellant / Promoter.

3. The submissions and the grounds in the Appeal Memo though are cozy and attractive however, difficult to act upon. The benevolent provisions of RERA Act, should not be side-tracked which also provides settlement of disputes by Committees, discussion, deliberation and failure to approach the Authorities under the Act. It was in this situation, clause 27 sought by the complainant to be incorporated has been suitably, correctly and in legal frame modified by the Ld. Member-1 MahaRERA. The clause 27 is appropriately discussed in para 4 of the Order. Same clause reads as under :
"All or any disputes that may arise with respect to the terms and conditions of this Agreement, including the Interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be referred to RERA Authorities for their resolution. Further, irrespective of anything said elsewhere in the agreement, any part of this agreement which is not compliant with any of the acts with respect to the real estate, including RERA/MOFA etc subsequent rules, regulations, shall not be binding on the Purchasers."
4. Going by the ordinary meaning of the afore referred sentences, it does not import squeezing of rights of either of the parties. It amply protects the parties and the bargaining power is not disturbed. There is apparently no violence to the statute. Consequently, I do not see any error in the Order under challenge.


:-ORDER:-

1. Appeal dismissed.

1. 2 No costs.

Dictated and pronounced in open Court today.

Place: Mumbai
Dated: 24th May, 2018


(K. U. CHANDIWAL, J.)
President,
Maharashtra Revenue Tribunal, Mumbai
& I/c. Maharashtra Real Estate
Appellate Tribunal, (MahaRERA),
Mumbai