

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI
COMPLAINT NO: CC006000000000057

Deepa and Avinash Mansbadar	...	Complainant
Versus		
Runwal Homes Private Limited MahaRERA Regn: P51800000271	...	Respondent

Coram

- 1) Hon'ble Shri Gautam Chatterjee, Chairperson
- 2) Hon'ble Dr. Vijay Satbir Singh, Member 1

18th September 2017

Final Order

Complainants were represented by Mr. Ranjit Agashe, Adv.

Respondent was represented by Mr. Abir Patel, Adv and Mr. Chirag Kamdar, Adv
(Wadia Ghandy & Co.)

The Complainants alleged that the Respondents are not executing the agreement for sale in spite of the Complainants having paid 87% of the consideration value of the flats. They further alleged that the draft agreement for sale issued by the Respondent is not in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016.

On the date of first hearing (September 7, 2017), the respondent had been directed by MahaRERA to make available, to the complainants on or before September 12, 2017, the revised draft of sale agreement which should be in accordance with the model form of agreement as prescribed under the Real Estate (Regulation and Development) Act, 2016 and



the rules and regulations made thereunder and to amicably settle the draft. They were further advised that in case of any disagreements pertaining to the draft agreement, the complainants and respondent may approach MahaRERA.

On the next date of hearing on September 18, 2017, the complainants argued that the revised draft of sale agreement, sent to them by the Respondent is not in accordance with the said Act and also at a variance from the conditions of the allotment letter. Specifically, the complainants pointed out the following alleged infirmities:

- (a) an increase in the amount of consideration
- (b) increase in the carpet area of the flats mentioned in the draft agreement when actually there is no increase
- (c) reduction in the society formation charges to be collected by the Respondent
- (d) no clarity pertaining to the service tax paid by the Respondent as collected from the Complainants, leading to a doubt of financial impropriety.

Complainants also prayed for MahaRERA to appoint an independent surveyor to measure the carpet area of the flats.

The advocates for the respondent argued that the revised draft of sale agreement is in accordance with RERA, 2016 and the rules and regulations made thereunder and that there is no violation of the terms and conditions of the allotment letter signed between the parties. They clarified on each of the four points raised by the advocate for the complainant as follows:

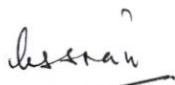
- a) the increase in the consideration amount was not due to change in the rate per carpet area but due to the actual increase in the carpet area of the flats
- b) the respondent is committing, in the draft agreement, to the correctness of the carpet area of the apartments being provided to the complainants and hence there is no need to doubt the same.
- c) there is no variance in the society formation charges collected by the Respondent
- d) the service tax collected from the Complainants has been duly paid by the Respondent to the concerned authorities and no financial impropriety has been committed.

After hearing both the parties, we are of the opinion that the advocate for the complainants has failed to show that the revised draft agreement for sale is in contravention of the model form of agreement. Considering the fact that the complainants are NRIs, an extended date of



compliance of this Order is hereby given and the parties, in case the Complainants intend to continue with the project, are hereby ordered to execute the agreement for sale before the period ending October 31, 2017.

Consequently, the matter is hereby disposed off.



(Dr. Vijay Satbir Singh)
Hon'ble Member 1, MahaRERA



(Gautam Chatterjee)
Hon'ble Chairperson, MahaRERA