

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

COMPLAINT NO: CC00600000022928

Bragesh Bhargava ... Complainant

Versus

Dosti Enterprises ... Respondent
MahaRERA Regn.No. P51700006565

Corum:
Shri Gautam Chatterjee, Chairperson, MahaRERA

Order

28th February 2018

Complainant was himself present

Respondent was represented by Mr. Ashish Mashru, Adv.

1. The Complainant has booked an apartment bearing No. 1503, 15th Floor, B-Wing in the Respondent's project 'Tower Prima' situated at Thane through a booking form, in April 2015. Though he has also paid a significant amount as per the demand of the Respondent, there is no registered agreement for sale / purchase executed between Respondent and Complainant. The complainant alleged that the Respondent has failed in his oral commitment of handing over possession to the Complainant, therefore, he has approached this Authority for cancellation of his booking and to direct the Respondent to refund the full amount along with 18 % annual interest.
2. The Advocate of the Respondent stated that, there are no registered sale agreements executed as yet in the project. He further stated that he is ready to refund the money to the Complainant, as per terms and conditions of 'Booking Application Form' on which the Complainant has signed.



3. During the course of the hearing the Complainant was explained that relief under section 18 cannot be granted to her as there is no registered agreement for sale executed between the parties. The Complainant was further explained that, he will get refund as per the terms and conditions mentioned and agreed by him in the Booking Application Form. The Complainant reconsidered his prayer and showed willingness to continue in the project and execute the agreement for sale.
4. In view of the above facts, if the Complainant is willing to continue in the said project, the parties are directed to execute the agreement for sale, as per the provisions of section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder within 45 days from the date of this Order.
5. The revised date of possession for an ongoing project has to be commensurate with the extent of balance development as per Rule 4 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017. The respondent shall, therefore, handover the possession of the said apartment, with Occupancy Certificate, to the complainant before the period ending December 2020.
6. Consequently, the matter is hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA