

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000012094

Sanjay Sawant	...	Complainant
Versus		
Landmark Real Estate Developers Ltd. MahaRERA Reg. No: P52000007113	...	Respondent

**Coram**

Shri Gautam Chatterjee, Hon'ble Chairperson

**Order**

11<sup>th</sup> December 2017

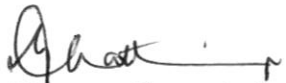
Complainant himself pleaded the complaint.

Respondent was pleaded by Shri Vali Mohammed Ismail Merchant, Director

1. The Complainant has booked an apartment, in the Respondent's above mentioned project, on 10<sup>th</sup> June 2016 paying some booking amount. There is no registered agreement of sale between the complainant and the respondent. Now, the complainant wants refund of his money, which he has paid. The complainant approached this Authority to direct the respondent to refund the booking amount.
2. During the hearing, the respondent stated that as per the booking terms and conditions, which complainant had agreed, the complainant had to sign and register the agreement of sale, within 30 days from the booking. In spite of repeated requests, the complainant did not show interest to sign the agreement within 30 days and also he has not paid further amount to the Respondent, in accordance with the progress of work in the project. His booking has, therefore, been cancelled and the booking amount forfeited in accordance with the booking terms and condition. The, complainant cannot be treated as an allottee now. Therefore, the complaint may be dismissed.



3. On the facts mentioned above, the complainant is no longer an allottee and his booking has been already cancelled for breach of the agreed terms and condition of booking. Moreover, the complainant has failed to show, if any provisions of the Real Estate (Regulation and Development) Act, 2016 or the Rules or the Regulations made thereunder, have been contravened.
4. Hence, the matter is hereby dismissed.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA