

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI**

COMPLAINT NO: CC006000000001408

Dr. Bharti Chintakindi

.. Complainant

Versus

M/s. Oasis Realty and 6 others

MahaRERA Registration No. P51900012115

..... Respondents

Coram: Hon'ble Dr. Vijay Satbir Singh, Member 1

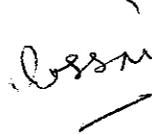
Advocate Amarnath Boddul appeared for the complainant.

Advocate Abir Patel appeared for the respondent No. 2 to 7.

Order

(11th January 2018)

1. The complainant has filed this complaint seeking following directions from this Authority in the MahaRERA registered project bearing No. P51900012115;
 - a) To direct the respondents to execute and register the sale agreement in respect of the said flat;
 - b) To direct the respondents to complete the construction of the building expeditiously and hand over the possession of the said flat to the complainant;
 - c) To restrain the respondents from creating any third party rights in respect of the said promised/earmarked flat;
 - d) To direct the respondents to pay the compensation to the extent of Rs.15,00,000/- for the deficiency in service & for violation of the provisions of the RERA Act and an equal amount of causing mental agony and duress undergone for a period of about 21 years;



- e) And to direct the respondents to pay the compensation for legal expenses to the extent of Rs.2,50,000/- plus legal expenses of Rs.1,00,000/ to the complainant.
2. This matter was heard today. The complainant has stated that she had entered into an agreement dated 20th Nov, 1997 with the respondent No. 1, who was original developer and subsequently transferred the said project to the respondent No. 2 to 7. At that time, she paid an amount of Rs. 7 lacs for purchase of a flat admeasuring 800 sq.ft. The respondents assured her that they will allot her the said flat as per the agreement executed in the year 1997. However, till date nothing has been done. She has no home in Mumbai and she has been approaching these respondents for the said flat. But, the respondents have delayed the project for more than 15-20 years and also did not execute registered agreement with the complainant as per the agreement dated 20th Nov, 1997. The complainant, therefore, stated that the respondents have violated the provisions of Section 12, 14, 16 and 17 of the RERA Act 2016. The complainant had issued legal notice to the respondent, but till date they have not replied to the same.
3. However, the respondents disputed the claim of the complainant and stated that the complainant is not an allottee of the project. Therefore, she has no locus standi to file the present complaint. Even there is no agreement executed with the complainant and she is claiming as allottee on the basis of notarized MoU executed with the respondent No. 1 dated 20-11-1997, which was cancelled by the respondent on 7-6-2005 since she made default in payments. Even the complainant had approached the State Consumer Redressal Forum, wherein she was directed to approach the National Forum due to pecuniary jurisdiction. But, till date she has not implemented the order of State Consumer Redressal Forum. The

- respondents, therefore, requested this Authority to dismiss this complaint on the ground of maintainability.
4. Considering the rival submissions made by both the parties, this Authority feels that there is no registered agreement in force between the complainant and the respondents. Further, the cancellation of the booking of the flat was done in 2005, long before the commencement of RERA Act and this Authority is not the forum to deal with such dispute amongst the complainants and the respondent which are of civil nature. Besides, there is no contravention/violation of any provision of RERA Act, 2016 and Rules and Regulations framed there under for which this Authority has jurisdiction to interfere.
 5. Under the circumstances, there is no substance in this complaint. Hence same stands dismissed.



(Dr. Vijay Satbir Singh)
Member-1