

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY**

**MUMBAI**

**COMPLAINT NO. CC006000000056083**

Mr. Ashish Sharma

...

Complainant

**Versus**

M/s. Palava Developers Pvt Ltd & Anr

.....

Respondents

MahaRERA Registration no. **P51700013462**

Adv. Shashikant Bagade appeared for the Complainant.

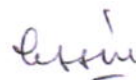
Adv. Sunilraja Nadar a/w Adv. Akansha Ughade appeared for the respondent.

**Coram: Hon'ble Dr. Vijay Satbir Singh, Member- 1/ MahaRERA**

**ORDER**

(6<sup>th</sup> August, 2019)

1. The complainant has filed this complaint seeking directions from MahaRERA to the respondent to cancel the agreement dated 26-03-2018 and refund the amount paid by him to the respondent along with compensation as provided under section-18 of the Real Estate (Regulation & Development) Act, 2016 in respect of booking of a flat No. 1106 at 11<sup>th</sup> floor, in wing-E of the building, known as "Casa Marvel" in the respondent's project now known as "Palava Marvel" **bearing MahaRERA registration No. P51700013462** at Dombivli, Dist- Thane.
2. This matter was heard on several occasions and the final hearing was also done. During the hearings, the complainant has argued that he had booked the said flat for a total consideration amount of ₹42,38,856/-. Accordingly, the respondent issued an allotment letter dated 4<sup>th</sup> March,



2018 for the said booking. Subsequently, a registered agreement for sale was also executed on 26<sup>th</sup> March, 2018. As per the agreement, the respondent is liable to handover possession of the said flat to the complainant on or before 31<sup>st</sup> December, 2020.

3. The respondent disputed the claim of the complainant and argued that the complaint is not maintainable. The respondent further argued that, there is no breach of contract on the part of the respondent and therefore, the complainant cannot seek cancellation of the agreement for sale executed on 26-03-2018. The respondent further argued that he has raised the demand as per the schedule mentioned in the registered agreement for sale. Since the complainant is unable to pay the cost of the said flat, he is seeking cancellation of the said agreement and asking for refund. The respondent further argued that there is no cause of action proved by the complainant and therefore, the present complaint is not maintainable under Section- 31 of the RERA Act. The respondent, therefore, requested for dismissal of the present complaint.
4. The MahaRERA has examined the argument advanced by both the parties. In the present case, the complainant seeking refund of money by cancelling registered agreement for sale. In this regard, the MahaRERA is of the view that, the allottee can seek refund u/s 18 of the RERA if the promoter failed to handover the possession of the flat to the allottee on the date of possession mentioned in the agreement. In the present case, the date of possession mentioned in the agreement is 31/12/2020 which is yet to come and therefore, there is no violation of section-18 of the RERA Act by the respondent and hence the complainant cannot seek relief under Section-18 of the RERA Act.

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5. Since there is a registered agreement for sale duly signed by both the complainant and the respondent, they are bound to follow the terms and conditions of the same including the payment schedule. Moreover, the complainant has not given any cogent documentary proof to show that the respondent has violated any of the provisions of RERA Act, 2016 and rules and regulations made thereunder and therefore, MahaRERA cannot grant any relief to the complainant.
6. in view of the above, the complaint stands disposed of for want of prosecution.



(Dr. Vijay Satbir Singh)

**Member-1 /MahaRERA**

