

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO. CC006000000012746

P K Mukesh Kumar

...

Complainant

Versus

Palava Dwellers Private Limited  
MahaRERA Regn. No. P51700010109

...

Respondent


**Corum:** Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present.  
Respondent was represented by Mr. Akshay Pare, Adv.

**Order**

December 31, 2019

1. The Complainant has stated that he had booked an apartment in the Respondent's project 'PALAVA MILANO D, G' situated at Kalyan, Thane in 2017. The Complainant has further stated that he paid the booking amount but wants to cancel the booking for personal reasons but the Respondent is refusing to refund the amount. Therefore, the Complainant prayed that the Respondent be directed to refund the amounts paid by.
2. The learned counsel for the Respondent submitted that the Respondent is willing to amicably settle the dispute.
3. Section 18 (1) of the Real Estate (Regulation and Development) Act 2016 reads as:

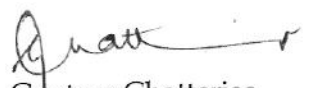


*“ if the promoter fails to complete or is unable to give possession of an apartment, plot or building, – (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein;*

*he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed. “*

Accordingly, since no agreement for sale has been executed and registered between the parties, provisions of section 18 of the said Act does not apply to the present case.

4. Since the parties have yet to enter into registered agreement for sale, the provisions of Section 18 of the Act are not applicable for withdrawal from the project, with refund of entire amount paid along with applicable rates of interest, as prayed by the Complainant.
5. In view of the above, if the Complainant intends to withdraw from the said project then such withdrawal shall be guided by the terms and conditions of the booking form or as agreed between the parties.
6. Consequently, the matter is hereby disposed of.

  
Gautam Chatterjee  
(Chairperson, MahaRERA)