

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000056705

Hemlata and Anil Patil ... Complainants

Versus

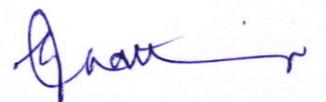
Evie Real Estate Private Limited  
MahaRERA Regn. No. P51800005684 ... Respondent

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were themselves present a/w Mr. Pradish Suvarna, Adv.  
Respondent was represented by Mr. Abir Patel, Adv. (i/b Wadia Ghandy & Associates.)

**Order**  
January 25, 2019

1. The Complainants have booked an apartment bearing no. T2-0405-B in the Respondent's project 'Runwal Bliss Wing -B' situated at Kanjurmarg, Mumbai through a Provisional Allotment Letter dated October 30, 2015. The Complainants alleged that even after having paid substantial amount towards the consideration price, the Respondent has failed to execute and register the agreement for sale, in spite of various follow-ups by the Complainants. Further, they alleged that the draft agreement for sale exchanged by the Respondent was in variance with the terms agreed by the parties, which inter alia included the area agreed and even after various follow-ups by the Complainants seeking clarification regarding the same, the Respondent failed to resolve their queries. They stated that therefore they initiated a cancellation of the said booking but the Respondent is yet to refund their money. Therefore, they prayed the Respondent be directed to refund the monies paid with interest.
2. The learned counsel for the Complainant submitted that the Respondent has been demanding advance maintenance charges, additional charges for amenities such as



club house, swimming pool etc. Further, he submitted that the Respondent be directed to pass on the benefit of input tax credit to the Complainants.

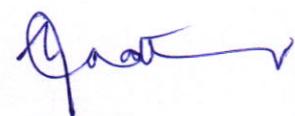
3. The Learned Counsel for the Respondent submitted that the Respondent is willing to execute and register the agreement for sale. He further clarified the doubts pertaining to the carpet area and submitted that the advance maintenance charges being demanded will be eventually handed over to the society. Further, he submitted that the charges being demanded for amenities are the same that are being charged to other allottees. Finally, he submitted the Respondent will handover possession of the said apartment in accordance with the revised timeline given to MahaRERA at the time of registration of the project and pass on input tax credit benefits, as applicable, to the Complainants.
4. Further, 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.

5. In view of the above facts, the parties are directed to execute and register 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 30 days from the date of this Order.



6. Alternatively, if the Complainants intend to withdraw from the said project then such withdrawal shall be guided by the terms and conditions of the said Provisional Allotment Letter or as agreed between the parties.
  
7. Consequently, the matter is hereby disposed of.

  
Gautam Chatterjee  
(Chairperson, MahaRERA)