

**THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI.**

COMPLAINT NO: CC0060000000044369.

Guruprasad Purushottam Mandrawadkar ... Complainant.

Versus

Mr. Vikas Oberoi ... Respondents.
(Eternia Towers A to D)

MahaRERA Regn: P51800006141

Coram: Shri B.D. Kapadnis,
Hon'ble Member & Adjudicating Officer.

Appearance:

Complainant: In person.

Respondents: Adv. Sidharth File. V. Pk

FINAL ORDER

31st July 2018.

Heard the complainant in person and the respondents' advocate on maintainability of the complaint. The complainant contends that he booked a flat in the respondents' registered project and paid Rs. 1.265 crores. The respondents did not clarify him during the period from January 2015 to February 2018 about "NBWL approval, less penalty paid by the builder in case of delay from ORL side, unprofessional architect letter submitted during demand and no schedule shared by ORL on upcoming milestones." According to him, he is not financially able to purchase the flat and therefore, wants to cancel booking but the respondents contend that the agreement for sale allows only the respondents to cancel the booking. The respondents asked him to find out new buyer and they would claim 7% of agreement value as cancellation charges. He could not find a new buyer. The project is 50% completed. Therefore, the



complainant prays to grant the reliefs which I quote in his own words, "1. advise if one sided cancellation clauses can be added to the agreement?, 2. Provide direction on cancellation process by buyer. The cancellation clause allows only to builder to cancel. 3. Relief in the cancellation amount of 7% on the agreement value mentioned by the builder in the agreement. Relief on charges of channel partner commission. 4. The direction on refund timeline. 5. Builder to educate all new buyers on the cancellation charges during the product marketing."

2. The complainant was given an opportunity to take help of advocate to argue the matter but the complainant has repeatedly insisted me to hear him and decide the matter.

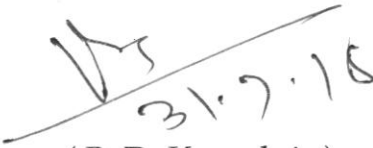
3. After going through the aforesaid contents and the reliefs sought by the complainant which are mentioned above do not show that the respondents have committed the breach of any terms and conditions of agreement for sale entered into by the parties. The Authority cannot re-write the terms and conditions of the agreement executed before 31 months. The complainant requests to direct the respondents to refund his amount but he has not made out any case to attract any provision of RERA which entitles him for such refund or for any other relief claimed by him.

4. Though I have sympathy for the complainant, I find myself unable to help him for want of jurisdiction, as Section 31 of RERA confers the jurisdiction on Authority only when any provision of RERA or the Rules or the Regulations made thereunder has been either violated or contravened.

Hence, the complaint is dismissed.

Mumbai.

Date: 31.07.2018.


(B. D. Kapadnis)
Member & Adjudicating Officer,
MahaRERA, Mumbai.