

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO: CC006000000055130
Harji Verat

2. COMPLAINT NO: CC006000000055247
Devraj Chaudhary

... Complainants

Versus

Govinda Construction
MahaRERA Regn. No. P99000013034

... Respondent

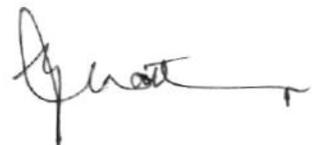
Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainants were represented by Mr. Satish R. Sharma, Adv.
Respondent was represented by Ms. Kiran Bhogle, Authorised representative.

Order

November 29, 2018

1. The Complainants had booked apartments bearing nos: 501-D, 503-C and 507-D. in the project 'GOVINDA PARK' situated at Palghar, Thane. The Complainants stated that the Respondent has failed to execute and register the agreement for sale and complete the project work on time. Therefore, the prayed the Respondent be directed to execute and register the agreements for sale for the said apartments and complete project work in a timely manner.
2. The authorised representative of the Respondent submitted that the Complainants had purchased the said apartments through another proprietary firm and not through the Respondent and there is an existing dispute between the parties pertaining to the amounts paid by the Complainants to the current promoter. Further, she submitted that subsequently, the said apartments have been sold to a third party and no other apartments in the said project are available for sale. Therefore, she submitted the Respondent will refund the amounts paid by the Complainants within 60 days.



3. Various opportunities were given to the parties to settle their dispute amicably but the parties have failed to do so.
4. On the final date of hearing, the learned counsel for the Complainants submitted that since that Respondent has made a statement that no apartments in the said project are available unsold, the Respondent be directed to refund the amount paid by the Complainants with interest in accordance with Section 18 of the Act.

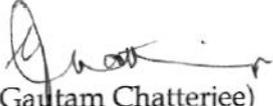
1. Section 18 (1) of the Real Estate (Regulation and Development) Act 2016 reads as:

“ 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, as committed by the Respondent, the Respondent shall refund the amount paid by the Complainants within 60 days from the date of this Order.
6. Consequently, the matters are hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA