

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC00600000057284

Krishna Kumar Ganesan ... Complainant

Versus

Parorch Developers LLP  
MahaRERA Regn. No. P51800008384 ... Respondent

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

Complainant was himself present.

Respondent was absent on both dates of hearing, therefore the *exparte* Order.

**Order**

May 09, 2019

1. The Complainant stated that he had booked an apartment in 2016 in the Respondent's project "TRINITY TOWERS" situated at Andheri, Mumbai. The Complainant has alleged that the Respondent has failed to execute and register the agreement for sale and handover possession of the apartment in the timeline specified at the time of booking. Therefore, he prayed that the Respondent be directed to refund the amount paid along with interest.
2. The Complainant has, further, submitted that the draft copy of the agreement for sale forwarded by the Respondent on July 20, 2017 is not in compliance with the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder and therefore he would like to invoke the binding effect specified in the Clause 18 of the Model form of Agreement, as annexed to the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 .

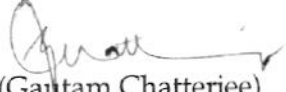


3. Clause 18 of the Model form of Agreement, as annexed to the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 reads as thus:

*18. BINDING EFFECT*

*Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.*

4. The parties have not been able to execute and register the agreement for sale under section 13 of the Real Estate (Regulation and Development) Act 2016 and the rules and regulations made thereunder, since July, 2017. Therefore, as per the binding effect, if the parties fail to execute and register the agreement for sale, the Respondent shall refund the amounts paid by the Complainant within 30 days from the date of this Order.
5. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA