

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,  
MUMBAI**

**1. Complaint No. CC00600000078403**

M/s. Poonam Lifestyle ..... Complainant  
**Versus**  
Mr. Gurucharan Singh Anand ..... Respondent  
Project Registration No. P99000005516

Along with

**2. Complaint No. CC00600000078569**

M/s. Poonam Lifestyle ..... Complainant  
**Versus**  
Mr. Navprit Singh Anand ..... Respondent  
Project Registration No. P99000005516

**Coram: Dr. Vijay Satbir Singh, Hon'ble Member – 1/MahaRERA**

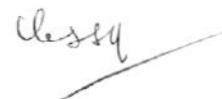
Adv. N K Chaurasia appeared for the complainant.

The respondents appeared in persons.

**ORDER**

(6<sup>th</sup> December, 2019)

1. The complainant promoter has filed these two complaints seeking directions from MahaRERA to declare that the agreements for sale executed between the complainant and the respondents be declared as cancelled and terminated due to non-payment of outstanding dues towards the cost of the said flats in complainant's project known as "Poonam Park" bearing MahaRERA registration No. P99000005516 at Nandori, Dist Palghar.
2. These complaints were clubbed together as both the complaints are pertaining to the same project and heard on several occasions and finally heard on 8-11-



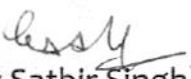
2019. During the hearings, both the parties made their respective oral as well as written submissions.

3. The complainant is the promoter of the project and the respondents are allottees. The agreements for sale have also been executed on 13-05-2016. The said flats were booked for a total consideration amount of Rs. 43,69,905/-. However, the respondents have paid only the booking amount. Though more than 80% of the works have been completed at site, the respondents have not paid balance amount towards the cost of the said flats. Hence, the complainant has issued termination notice to the respondents on 7-11-2018 as per clause No. 7 of the agreements for sale. The respondents are liable to pay the outstanding amount to the complainant/promoter as per the provisions of section-19(6) of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERA"), the respondents have failed and neglected to pay the same. Hence, the present complaints have been filed seeking reliefs as sought for in these complaints.
4. The respondents, on the other hand, have filed written submissions on record and resisted the claim of the complainant. They have stated that they have business dealing with the complainant and supplied building materials to the complainant against which the said flats have been booked. They have paid the entire amount towards the consideration of their flats vide Bill/Invoices submitted on record of MahaRERA. They further stated that the complainant has filed these false complaints against them and hence, the same are liable to be dismissed.
5. The MahaRERA has examined the arguments advanced by both the parties as well as the record. In this case, the complainant promoter, has approached MahaRERA seeking directions from MahaRERA to declare the agreements for sale executed with the respondents stand terminated due to non-payment of



the outstanding amount payable to the complainant as per the payment schedule mentioned in the said agreements. In this regard, the MahaRERA feels that there is no provision under which such relief can be granted to the complainant. The provision of section-11(5) of the said RERA, provides that if the promoter has to cancel the allotment, it can be only in accordance with the terms and conditions of the agreement for sale.

6. In view of the said facts, the MahaRERA feels that no directions from MahaRERA is required for cancelation of the said agreement. Moreover, the MahaRERA feels that the terms and conditions mentioned in the said agreements for sale are binding upon both the parties. The parties are, therefore, at liberty to take action as provided in the said agreements.
7. With the above observations, both the complaints stand disposed of.

  
(Dr. Vijay Satbir Singh)  
**Member – 1/MahaRERA**