

BEFORE THE  
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY  
MUMBAI

COMPLAINT NO: CC005000000023311

Mohan Gavankar

... Complainant

Versus

Aditya Enterprises  
MahaRERA Regn. No. P51800009006

... Respondent

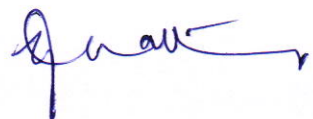
Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was himself present along with Mr. Avinash Pawar, Adv.  
Respondent was represented by Mr. V. Mannadiar, Adv. (i/b M/s Mannadiar & Co.).

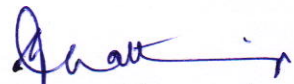
**Order**

May 9, 2018

1. The Complainant had booked an apartment bearing No. A-1004 (*hereinafter referred to as the said apartment*) in the Respondent's project 'Om Shri Shantikunj' (*hereinafter referred to as the said project*) situated at Chembur, Mumbai through an allotment letter dated April 29, 2010. He has alleged that despite having paid full consideration amount towards the said apartment, Respondent has failed to execute and register the agreement for sale, till date. Therefore, he prayed the Respondent be 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.
2. On the first date of hearing held on March 28, 2018, the advocate for the Respondent submitted that the allotment of the said apartment had been terminated, which was communicated to the Complainant via a notice sent on August 22, 2017. He further submitted that at that time, the Complainant had not raised any objection for the termination.



3. The advocate for the Complainant denied the notice of termination of the allotment letter of the said apartment and alleged that it is a unilateral termination made by the Respondent, without any sufficient cause.
4. On the second date of hearing held on May 7, 2018, the Respondent verified the status of the said apartment as an unsold apartment. He further stated that the payments made by the Complainant pertaining to the said apartment have been adjusted by the Respondent for another apartment in another project of the Respondent which is not related to any MahaRERA registered project.
5. The advocate for the Respondent did not refuse that the Complainant was an allottee. The termination of the allotment letter was unilateral and without any sufficient cause. Therefore, he continues to be an allottee in the said project.
6. In view of the above facts, both 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.
7. Consequently, the matter is hereby disposed of.

  
(Gautam Chatterjee)  
Chairperson, MahaRERA