

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

Complaint No. CC006000000056108

Dr Arpit Chittaranjan Dave
Dr Mansi Arpit Dave

Versus

..... Complainants

Nahalchand Laloochand Private Limited and Ors

..... Respondents

Project Registration No. **P51800004816**

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

The complainant Mr. Arpit Dave present a/w Adv. Janu Gulati, Adv. Jeetendra Ranawat appeared for the complainant.

Adv. Gaurav Patankar appeared for the respondent.

ORDER

(21st May, 2019)

1. The complainants had booked an apartment admeasuring 702 sq. ft. along with one covered car parking space in the project "**NL Aryavarta**" at Dahisar (East), Mumbai being developed by the respondents for total consideration value of ₹1,34,00,000/-. The parties executed an agreement for sale on 24th October, 2017. Almost entire consideration value of the flat has been paid. However, the complainants objected to some payments towards the interest for default which the respondents had demanded in April, 2018. The respondents got occupancy certificate on 28th April, 2018 and offered possession of the flat to the complainants.
2. On the failure of the complainants to take possession and make payment of interest etc. the respondents issued termination notice of the agreement

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for sale on 9th June, 2018. The complainants want possession of their flat since they have paid almost full consideration value.

3. The complaint was heard in the presence of concerned parties. Adequate time was given to them to make their written submissions and also to reach an amicable settlement. During the course of hearing, the respondents submitted that they had terminated the agreement for sale asking the complainants to take back their money along with interest and execute the deed of cancellation. However, the complainants did not respond and hence the respondents issued legal notice against the complainants. The complainants further submitted that the respondents were making baseless allegations against them. The complainants had visited the project several times before booking and also examined the documents and information uploaded on MahaRERA.
4. The respondents further submitted that, the demand made by them was in accordance with the agreement and the stage of construction of the building. The respondents had offered possession of their flats to the complainants after getting the occupancy certificate in the month of April 2018. It was due to the failure of the complainants to take possession of their flats and pay outstanding dues that the respondents decided to terminate the agreement for the sale as per clause II of the said agreement.
5. After hearing the arguments and examining the written submissions of the rival parties, it emerged that almost full consideration value of the flat has been paid by the complainants. Only a small sum of money towards the interest was not paid. It appears that, the complainants strongly objected to payment of interest towards delayed payment as demanded by the respondents. Both the sides levelled charges against each other after while the respondents issued a notice of termination of the agreement. However,

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the act of termination did not reach finality as no deed of cancellation has been executed. The respondents also did not refund the money to the complainants. Moreover, it seems to be unfair, abrupt and one sided action because the respondents had suddenly issued the notice of termination without giving any opportunity to the complainants to represent their case or make compliance.

6. It is also pertinent to notice here the complainants have made the payment of full consideration value including the taxes and registration charges. The letter of termination is therefore highly objectionable and bad in law.
7. In view of the aforesaid facts and discussion, the respondents are directed to handover the possession of the flat to the complainants without any further delay. The respondents can recover the outstanding dues from the complainants only in accordance with the provisions of the agreement and not more than that.
8. Consequently, the complaint stands disposed of.



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