

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

**Complaint No. CC001000000000086**

Dinanath Raghunath Chaudhari

..... Complainant

**Versus**

Linker Shelter Pvt Ltd

..... Respondent

Project Registration No. **P51600002169**

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

The complainant presents in person.

Adv. Avinash Pawar appeared for the respondent.

**ORDER**

(18<sup>th</sup> July, 2019)

1. The complainant is an allottee in the project "**Aaryavarta**" being developed by the respondent at CIDCO, Nashik. He has paid an amount of Rs. 5,71,334/- towards the total consideration value of Rs. 37,04,600/- to buy a flat bearing No. 906 in wing C of the project. There is no agreement for sale registered between the parties. The respondent issued termination/cancellation notice dated 28<sup>th</sup> December, 2018 to cancel the booking of the flat. In the said notice, the respondent terminated booking of the flat on the ground that, the complainant had failed to pay balance amount of the consideration value.
2. The complaint was heard in the presence of concerned parties. The facts of this case shows that, although the complainant had paid more than 10% amount of the total consideration value the respondent terminated the booking on the ground of non-payment of balance amount without registering the agreement for sale. This is contrary to the provisions of the Section-13 of the Real Estate (Regulation & Development) Act, 2016 which is reproduced below

**Section 13**

*Chatur*

(1) A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force.

(2) The agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed.

3. In view of the above, the respondent is therefore directed to withdraw the letter of termination and register the agreement for sale of the flat within a period of one month.
4. With the above directions, the complaint stands disposed of.



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