

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

Complaint No. CC005000000011598

M/s. G.T. Developers

..... Complainant

Versus

Mr. Pravin Uttamrao Kakade

..... Respondent

Maharashtra Registration No. P52100006218

Coram: Dr. Vijay Satbir Singh, Member- I, MahaRERA

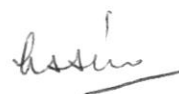
Representative of complainant appeared in person

None appeared for the respondent


ORDER

(19th September, 2018)

1. The complainant / promoter has filed this complaint seeking directions from MahaRERA to the respondent / allottee to make balance payment with compensation or cancellation of the Flat No. 901 on 9th floor by the respondent / allottee in the project of the complainant known as 'Mangal Dhaara' at Pune bearing MahaRERA Registration no. 52100006218.
2. The matter was heard today. During the hearing, none appeared for the respondent. Hence, the MahaRERA heard the arguments of the complainant. The representative of the complainant argued that the respondent / allottee has booked a flat in his project and executed registered agreement for sale and an amount of Rs.40 lakhs is outstanding as on date. The respondent has obtained the complainant's NOC in favour of LIC Housing Finance Ltd. for a loan and he returned the same. The respondent / allottee has booked the flat for a total consideration amount of Rs.54 lakhs out of which he has paid an amount of Rs.14 lakhs only till today.
3. The complainant further argued that the respondent is involved in criminal activity in taking multiple funding from more than one bank for one flat. The complainant, therefore, sought directions from MahaRERA to the respondent to pay the outstanding dues or cancellation of the booking of the flat.



4. None appeared for respondent. Hence MahaRERA has heard this on merits. The complainant has argued that the respondent / allottee is neither paying the outstanding dues towards the booking of the said flat nor he is cancelling the said flat. Since the respondent is involved in the cases of multiple funding, he wants to cancel the said booking and therefore, he requested MahaRERA to issue directions for cancellation of the respondent's allotment.
5. The MahaRERA has examined the arguments of the complainant as well as the relevant record produced. From the agreement for sale submitted by the complainant on record, it appears that the respondent has purchased the said flat for a total consideration of Rs. 54 lakhs. The said payment was to be done as per the schedule of agreement for sale. The complainant has argued that the respondent is not paying the outstanding dues and therefore, he is seeking cancellation of the said booking by the respondent.
6. In this regard, the MahaRERA feels that there is no provision under the RERA Act, 2016 to issue such directions for cancellation of booking. Further, in the present case admittedly there is a registered agreement for sale executed under the provisions of the MoFA Act and the same is binding upon both the parties. Moreover, there is specific clause No. 4.2 mentioned in the said agreement which provides the cancellation of booking in case of default. Since both the complainants as well as respondents have signed the said agreement which is duly registered, the complainant is at liberty to take recourse as per the said clause mentioned in the agreement.
7. In the light of these facts, the complaint stands disposed of.


(Dr. Vijay Satbir Singh)
Member-I, MahaRERA