

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

Complaint No. CC006000000057402

Mrs. Shardaben Lalit Tank

..... Complainant

Versus

Mr. Kirit Chimanlal Maniar and 3 others

..... Respondents

Project Registration No. P51800011224

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

Mr. Kaushik Tank appeared for the complainant.

Adv. appeared for the respondents.

ORDER

(15th July, 2019)

1. The complainant is an allottee in the project "**Maniar Heights**" being developed by the respondents at Malad (E), Mumbai. There is an agreement for sale executed between the parties registered on 11th May, 2018 having date of possession as 31st December, 2023. The complainant had paid almost full consideration value for the flat admeasuring 385 sq. ft. Afterwards, the respondents terminated the registered agreement for sale by sending a notice of termination to the complainant in December 2018 after complainant enquired about the progress of the project and sought clarification about transferring the project to a third party.
2. The complaint was heard in the presence of concerned parties. The respondents alleged that the complainant was making false and frivolous allegations against the respondents. Due to constant harassment by the complainant it was becoming difficult to carry out work, as a result, the respondents decided to issue a letter of termination. The complainant denied all the allegations and stated that as an allottee, he had the right to enquire about the progress of the project. He also wanted to know why the respondents were trying to transfer the project behind his back.

3. The aforesaid facts of this case and arguments made by rival parties shows that, the complainant had enquired about progress of the project and sent a legal notice dated 20th November, 2018 to the respondents seeking clarification about the transfer of the project to third party. However, the respondents issued a letter of termination of the registered agreement for sale in December 2018. This is contrary to the provision of the Section-11(5) of the Real Estate (Regulation and Development) Act, 2016 which is reproduced below: -

Section-11(5) :The promoter may cancel the allotment only in terms of the agreement for sale: Provided that the allottee may approach the Authority for relief, if he is aggrieved by such cancellation and such cancellation is not in accordance with the terms of the agreement for sale, unilateral and without any sufficient cause.

4. There is no provision in the agreement for sale to cancel the agreement by sending letter unilaterally as the respondents have done. Apparently, this action of the respondents is not in accordance with the provisions of the Act. The respondents are therefore directed to cancel the termination notice and adhere to the terms and conditions of the agreement for sale. The respondents are also directed to take approvals of the allottees regarding the transfer of the project to the third party.
5. With the above directions, the complaint stands disposed of.


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