

BEFORE THE
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. COMPLAINT NO: CC006000000078796
Sanvo Resorts Pvt. Ltd.
MahaRERA Regn.no. P52000000547 ... Complainant

Versus

Hitesh Lathia ... Respondent

2. COMPLAINT NO: CC006000000078797
Sanvo Resorts Pvt. Ltd.
MahaRERA Regn. NO. P52000000547 ... Complainant

Versus

Shantaram Shivaji Khairnar
Sulochana Shivaji Khairnar ... Respondents

Corum: Shri. Gautam Chatterjee, Chairperson, MahaRERA

Complainant was represented by Mr. Anil Dsouza, Adv.
Respondents were absent.

Order (Ex-parte)

July 08, 2019

1. The Complainant has stated that the Respondents have purchased apartments in the Complainant's project 'MARATHON NEXZONE ZODIAC -1' situated at Panvel, Raigad via registered agreements for sale. The Complainant stated that the Respondents have not paid the balance consideration amount despite several demand letters issued by the Complainant. The Complainant stated that the said project is completed and occupancy certificate for the same was obtained in March, 2018. The Complainant stated that despite of one year and more of project completion, the



Respondents have neither made the balance payments nor come forward to take possession of the apartments. Therefore, the Complainant prayed that the Respondents' allotment be deemed cancelled as per provisions of section 11(5) of the Real Estate (Regulation and Development) Act, 2016 and that the Respondents be directed to execute the cancellation deed for the same.

2. The learned counsel for the Complainant submitted that they have sent several correspondences and have addressed the pre-cancellation notice to the Respondents calling upon them to rectify the breaches with respect to the said apartments, but the Respondents have failed to do so.
3. The respondents were not present, despite service of notice.
4. Clause 4.2 of the Model form of Agreement, as annexed to the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 reads as thus:

Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

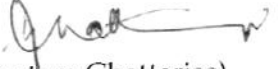
Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

5. In view of the above facts, the Complainant may cancel the said allotments in accordance with the provisions of section 11(5) of the Real Estate (Regulation and Development) Act, 2016 and Clause 4.2 of the Model form of Agreement, as annexed



to the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 as enumerated in para 4 above.

6. Consequently, the matters are hereby disposed of.


(Gautam Chatterjee)
Chairperson, MahaRERA