

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

**Complaint No. CC006000000171911**

M/s. J.P Infra (Mumbai) Pvt Ltd.

.... Complainant

**Versus**

Mr. Shashank Dattaram More

Mrs. Shamali Shashank More

M/s Magma Housing Finance Limited

.... Respondents

Project Registration No. **P51800001488**

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

Adv. Ashok Kumar Singh appeared for the complainant.

None appeared for the respondents.

**ORDER**


(14<sup>th</sup> February, 2020)

1. The complainant/promoter above named has filed this complaint against the respondents/allottees seeking directions from MahaRERA to the respondents/allottees to execute the cancellation deed with the complainant under the provisions of section-19(6) (7) and (10) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA") with respect to the booking of a flat in the complainant's project known as 'J P Becks' bearing MahaRERA Registration No. P51800001488 at Goregaon, Mumbai.
2. This complaint was finally heard today, when the complainant appeared through its advocate. None appeared for the respondent. During the hearing, the complainant has stated that the respondents/allottees have booked a flat bearing No. 2704 in its project and the registered agreement for sale was executed on 25.02.2014. Thereafter, the respondents/allottees failed to pay part consideration amount as per the payment schedule mentioned in the registered agreement for sale and therefore, it has terminated the registered agreement for sale on 15.10.2019. However, they are not coming forward for execution of

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cancellation deed. Hence, the present complaint has been filed with MahaRERA seeking direction to respondents to execute the deed of cancellation.

3. The MahaRERA has examined the arguments advanced by both the parties as well as the record. In the present case, the complainant/promoter has filed this complaint against the allottees seeking direction under section-37 of the RERA for execution of cancellation deed. Admittedly, the complainant has cancelled the registered agreement for sale with the respondent on 15.10.2019. On perusal of the provision of section-37 of the RERA, it provides that the authority, for the purpose of discharging its functions, under the provisions of RERA issued such a direction from time to time to the promoter or allottees or real estate agents, as it may be considered necessary. However, in the instant case since the agreement for sale executed with the respondents has already been cancelled and therefore, the respondents are no more allottees in this project registered with MahaRERA and the complainant cannot seek any directions from MahaRERA to the respondents/allottees under section-37 of the Act.
4. Moreover, the said agreement executed with the respondents seems to have been executed on 25.02.2014 when the provisions of MOFA were in force and therefore, the terms and conditions stated therein are binding upon both the parties including that of termination clause. However, no such direction is required from MahaRERA.
5. With the above observations, the complaint stands disposed of.

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