



GOA REAL ESTATE REGULATORY AUTHORITY

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F.No:3/RERA/Complaint(337)/2023/ 303

Date: 20/04/2023

Tata Housing Development Company Ltd.,
C/o SDP & Co., S6, 2nd Floor,
Block C, Delux Appts, Nr. Raikar Hosp.,
Tonca Caranzalem Goa-403002.

.....Complainant

Versus

Dheeraj Khatore,
Laxshmi Niwas, M.K. Shekharan Nair Road,
Nellicode PO, Calicut-673016,
Kozhikode, Kerala, India.

.....Respondent

ORDER

(Dated 20.04.2023)

This is to dispose of the complaint received on 01.02.2023 from Tata Housing Development Co. Ltd. for the project "GOA PARADISE" against respondent Shri Dheeraj Khatore, under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the ' the RERA Act'). The complainant is the promoter of the project and respondent is allottee. As per promoter the premises is ready for possession. However, inspite of several notices, the respondent failed to pay the balance outstanding amount.

Accordingly, it has been requested by the promoter/ complainant to cancel the Agreement for Sale executed between the promoter and respondent in this respect.

2. The copy of complaint was served to the respondent/allottee with direction to file the reply. The respondent has not filed reply. However, by his letter dated 30.03.2023, he informed that he will be coming in person to attend the personal hearing.
3. The case was fixed for hearing on 05.04.2023. Both the parties were present and complainant requested for time. Again, the case was heard on 18.03.2023. On this day respondent was absent, complainant was present and argued the case.
4. After going through the complaint and reply, it is revealed that present complaint has been filed for non-payment of instalment to the promoter and hence violation in terms of Agreement for Sale. In this respect provisions of Section 11(5) of the RERA Act is attracted where it has been provided that promoter may cancel the allotment in terms of Agreement for Sale. Hence, as per provisions of the RERA Act, the promoter himself is entitled for cancellation of Agreement for Sale if there is violation on part of allottee. For this purpose, he is not required to file the complaint before the Authority for cancellation of Agreement for Sale as he himself is entitled for the same if he feels there is violation. The provisions of Section 11(5) is transcribed below:-

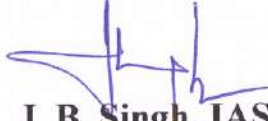
“11. Functions and duties of promoter.- (1).....

(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.”

5. From the above, it is very clear that promoter is authorised to cancel the allotment in terms of Agreement for Sale and if allottee is aggrieved by such cancellation and such cancellation is not in accordance with the terms of the Agreement for Sale, he may approach the Authority for relief.
6. In view of above observations, it is found that there is no merit in the complaint and the same is hereby rejected.

Order accordingly,


J. B. Singh, IAS(Retd.)
Member, Goa RERA

To,

1.Tata Housing Development Company Ltd.,

C/o SDP & Co., S6, 2nd Floor,

Block C, Delux Appts, Nr. Raikar Hosp., Tonca Caranzalem Goa-403002.

2.Dheeraj Khatore,

Laxshmi Niwas, M.K. Shekharan Nair Road,

Nellicode PO, Calicut-673016,

Kozhikode, Kerala, India.