BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Virtual Hearing held through video conference as per MahaRERA Circular No.: 27/2020 Coram: Ravindra Deshpande, MEMBER II, MahaRERA

Complaint No. CC001000000010182

VENUGOPAL SANDEEP ZAWAR …COMPLAINANT

V/s

PADMAVATI LANDMARK …RESPONDENT

MahaRERA PROJECT REGISTRATION NO. : P49900020068

FINAL ORDER

(Date of Order - 09/03/2026)

(Date of hearing – 07/01/2025)

Complainant appeared in-person

Mr. Rohan Baheti (Representative) for Respondent

1. The complainant has filed the present complaint praying that the developers and plot owners be directed to execute and register the Agreements for Sale in respect of Unit Nos. 514, 515 and 516 in favour of the respective allottees at the earliest, failing which they be held liable to compensate the complainants for any loss arising due to expiry of the already purchased stamp papers and to bear the cost of fresh stamps, if required. The complainant further seeks directions to complete the remaining interior work of the said units as agreed and to award compensation of ₹1,00,000/- each to the three allottees for mental and financial harassment, along with any other appropriate relief deemed fit in the interest of justice.

2. The contentions mentioned by the Complainant in the complaint letter are as follows:

3. It is the contention of the Complainant that the complainant, and his mother Mrs. Kiran S. Zawar and his wife Divya Gattani had booked 3 units i.e Unit No. 514, 515 and 516 in the project Vishwakarma Sankul. The said project is developed by the respondent Padmavati Landmark. The Complainant had paid more than 10% of the agreed consideration amount till January 2021.

4. It is the contention of the Complainant that however, the respondent breached various provisions of the RERA Act, 2016. The said firm did not register the agreements for sell within stipulated time even after receiving more than 10% of the consideration amount from the Complainant. The interior of the said 3 units was also not completed. The Complainant were subjected to great harassment and injustice. Therefore, the Complainant had sent letter dated 30/03/2021 to all the partners of the said firm as well as to the said firm of the Respondent.

5. It is the contention of the Complainant that as the respondent firm did not comply with the requests made vide the above letter, the Complainant has lodged the present complaint on 17/04/2021 with Hon'ble MahaRERA. At that time, the Complainant has uploaded the pdf copy of the above letter dated 30/03/2021 on the MahaRERA portal as well. Thereafter, on 27/04/2021, although the 3 independent agreements for sale were registered, the respondents had acted very dishonestly. They had mislead and cheated the Complainant.

6. It is the contention of the Complainant that As we were ready and willing to complete the transaction of sale deeds we prepared 3 cheques of the balance amounts in favour of respondent Padmavati Landmark. On 23/07/2021 we sent the soft copy of the said cheques to the partners of the respondent firm through WhatsApp. We asked them to inform us as to when and to whom we should hand over the cheques. Along with this we asked them to complete all the

pending works and execute sale deeds of all 3 units. But, the said firm did not act as per our message.

7. The Respondent has filed the reply to the present complaint and has contended the averments of the Complainant made in the complaint copy. The brief contentions of the Respondent in the reply are as follows:

8. The Respondent submitted that the Complainant, Mr. Venugopal Zawar, along with his father and mother, had booked Unit Nos. 514, 515, and 516 in the Respondents' project, for which the consideration amount and payment schedule were mutually agreed upon between the parties. The Respondents possess call recordings and WhatsApp communications evidencing the said mutual understanding. Pursuant thereto, customised interior modifications were undertaken in the said units strictly as per the instructions and demands of the Complainants, which are presently in progress and are expected to be completed within a period of four to five weeks.

9. The Respondent submitted that initially the Complainants were non-responsive with respect to execution of the sale deed and have thereafter raised false and baseless allegations. It is categorically denied that the Respondents have acted illegally or contrary to the agreed terms, and it is further submitted that no third-party rights have been created or intended to be created in respect of the said units.

10. The Respondent submitted that they have always been ready and willing to execute and register the sale deed in favour of the Complainants. In furtherance of the agreement, interior changes have already been carried out as per the Complainants' specific requests. The Respondents further submit that approximately 80 to 85 sale deeds have already been executed in the same project and possession has been duly handed over to the respective purchasers,

thereby demonstrating the Respondents' bona fide conduct and consistent compliance with contractual and statutory obligations.

11. The Respondent submitted that the present dispute is raised only by the Complainants, whereas no such issues have arisen with any other allottee in the project. The Respondents submit that there is a possibility that the present dispute may be arising out of personal differences between the Complainants and other partner(s), which cannot be ruled out. The allegation that the agreement for sale was fraudulently drafted is emphatically denied. The Respondents submit that the agreement was executed with the Complainants' full knowledge, free consent, and conscious understanding, and the same bears their signatures. The Complainants, having voluntarily executed the agreement, are estopped from raising such allegations at a belated stage.

12. The Respondent submitted that after a lapse of several months from execution of the agreement, the Complainants have raised objections which, in the Respondents' view, appear to be an attempt to avoid payment of the balance consideration amount. The Respondents reiterate that they are ready and willing to register the sale deed; however, the interior changes suggested by the Complainants are yet to be approved by them. Due to the delay in such approval, the Respondents are facing practical and operational difficulties at the project level, particularly since approximately 80% of the offices in the complex are already operational.

13. The Respondent submitted that upon approval of the interior modifications by the Complainants and receipt of the balance consideration amount, the Respondents shall immediately proceed with registration of the sale deed. The Respondents categorically deny any violation or contravention of the provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016. It is further submitted that the reliefs claimed by the Complainants

are beyond the scope and ambit of the Act and are therefore not maintainable.

14. The Respondent submitted that without prejudice to the above, the Respondents submit that claims under Sections 12, 14, 18, and 19 of the Act are applicable only in cases involving loss or damage arising out of false or misleading advertisements, structural or workmanship defects, or failure to complete the project or hand over possession. None of these contingencies arise in the present case, as the Respondents are ready and willing to hand over possession subject to completion of agreed formalities by the Complainants. Accordingly, by way of interim relief, the Respondents pray that this Hon'ble Authority be pleased to direct the Complainants to inspect and approve the interior modifications carried out in the said units, so as to enable completion of the remaining work upon receipt of the balance consideration amount.

15. The Complainant has filed rejoinder challenging the averments of the reply filed by the Respondent. The brief contention of the rejoinder are as follows:

16. The Complainant submitted that he, along with his mother, Mrs. Kiran S. Zawar and his wife, Mrs. Divya Gattani, booked Unit Nos. 514, 515, and 516 in the project "Vishwakarma Sankul" developed by the Respondent firm, Padmavati Landmark, and are the lawful allottees thereof. The Complainants had paid more than 10% of the agreed consideration amount by January 2021. Despite receipt of the said amount, the Respondents failed to register the agreements for sale within the statutory period and also failed to complete the interior works of the said units, thereby subjecting the Complainants to harassment and hardship. Accordingly, a detailed letter dated 30/03/2021 was addressed to all the partners of the Respondent firm placing the grievances on record.

17. The Complainant submitted that as the Respondents failed to comply with the requests made in the said letter, the present complaint was filed before this Hon'ble Authority on 17/04/2021, along with uploading of the said letter on the MahaRERA portal. Thereafter, although three agreements for sale were registered on 27/04/2021, the Respondents acted dishonestly and in breach of their obligations. The Complainants submit that they were always ready and willing to complete the transaction and, accordingly, prepared cheques towards the balance consideration and communicated the same to the Respondents on 23/07/2021, requesting completion of pending works and execution of sale deeds; however, the Respondents failed to act upon the same.

18. The Complainant further submitted that a detailed complaint letter dated 14/08/2021, highlighting the acts of cheating, injustice, and non-compliance by the Respondents, was addressed to the Secretary / Executive Officer of MahaRERA and to the Respondents themselves. The said letter was subsequently uploaded on the MahaRERA portal on 06/03/2023. The said letter clearly demonstrates that the Complainants have been subjected to oppression and unfair treatment at the hands of the Respondents. Despite this, the Respondents uploaded a misleading response dated 07/11/2021 containing false and incorrect allegations against the Complainants.

19. The Complainant categorically denies all allegations made by the Respondents in their response and submits that the same are false, misleading, and intended to shift the blame. The Respondents' contention that interior works were pending due to non-approval by the Complainants is wholly incorrect. The interior layout plan was shared as early as August 2020 and accepted by the Respondents, who even commenced work and shared site photographs thereafter. No revised plans were ever sought from the

Complainants. Despite repeated reminders, the Respondents deliberately left essential interior works such as flooring, plumbing, fittings, and electrical works incomplete, thereby avoiding delivery of possession and execution of sale deeds.

20. The Complainant further submitted that the allegations regarding non-payment of balance consideration, lack of cooperation, personal disputes, or fraudulent execution of the agreement are baseless and denied. On the contrary, the Complainants were and continue to be ready and willing to perform their obligations. The Respondents' conduct is contradictory, as on one hand they claim readiness to register sale deeds, while on the other hand they have delayed the same for more than 30 months since filing of the complaint. The Respondents have also violated various provisions of the RERA Act, including Sections 11, 13, 17, and 19, and have even failed to form a society as required under law.

21. The Complainant submitted that the reliefs sought are well within the scope and jurisdiction of this Hon'ble Authority under the RERA Act, which is enacted to protect the interests of allottees and ensure completion of sale transactions in a transparent and timely manner. From the inception, the Complainant has sought directions for the execution and registration of sale deeds and delivery of possession of the said units. Considering the facts and circumstances of the case, it is necessary in the interest of justice that the Respondents be directed to complete the interior works of Unit Nos. 514, 515, and 516, and to execute and register the sale deeds/conveyance deeds in favour of the Complainants and hand over possession thereof at the earliest.

22. The Respondent has further filed the amended reply as follows:

23. The Respondent submitted that they had earlier filed their reply on 07.11.2021, wherein they had stated that the complainants had paid

only about 30% of the agreed consideration and that the remaining interior work could be completed only upon inspection by the complainants and receipt of the balance amount. Since filing of the said reply, considerable time has elapsed and material circumstances have changed, necessitating the present application for amendment of reply.

24. The Respondent submitted that the project has long since been completed and sale deeds have been executed and possession handed over in respect of 96 out of 99 units. The only units remaining unsold are the three units agreed to be purchased by the complainants, who have repeatedly failed to pay the balance consideration despite assurances. The Respondents state that they have suffered loss of time, effort, and money due to repeated delays, changes in the proposed names for registration of agreements, and indecisiveness on the part of the complainants, including delays arising out of personal requests such as change of names post-marriage.

25. The Respondent submitted that despite the complainants having paid only approximately 30% of the consideration till date, the Respondents consistently expressed their readiness to complete the transaction, hand over possession, and even forego legitimate interest on delayed payments. During MahaRERA conciliation proceedings, it was noted that the complainants had not paid the substantial portion of the consideration, and the Respondents' conduct in foregoing interest was appreciated. However, the conciliation failed due to unreasonable demands raised by the complainants. In the meantime, due to prolonged non-payment, appreciation of property prices, blocked capital, and unsold inventory, the Respondents have suffered financial, opportunity, and reputational losses.

26. The Respondent submitted that in view of the prolonged delay, non-payment of balance consideration, and changed circumstances, the Respondents now seek to amend their prayer and respectfully request this Hon'ble Authority to permit cancellation of the transaction, allow the Respondents to retain clear title and possession of the three units, and permit refund of the amounts received from the complainants as a goodwill gesture, without claiming any interest, compensation, or legal costs. The Respondents submit that the present application is within limitation and pray that the amended reply be taken on record in the interest of justice.

27. The Complainant has filed the say to the amended reply filed by the Respondent. the brief facts of the say are as follows:

28. The Complainant submitted that the application for amendment dated 08.07.2024 is false, misleading, and legally untenable. It is contended that the Respondents have taken a stand completely contradictory to their earlier reply dated 07.11.2021, and therefore the present application is barred by the principle of estoppel. On this ground alone, the application deserves to be rejected at the threshold.

29. The Complainant submitted that despite the Respondents admitting receipt of approximately 30% of the consideration amount, they failed to execute and register the agreements for sale within the statutory period, even after receipt of more than 10% of the consideration, thereby violating the provisions of the RERA Act. The Complainant, his mother, and wife were always ready and willing to make the remaining payment, and evidence in this regard has already been placed on record. The Respondents deliberately avoided receiving the balance amount and cannot take advantage of their own wrongful conduct.

30. The Complainant submitted that the Respondents' claim of "changed circumstances" is misleading and false. There has been no failure on the part of the Complainant to make payment. The alleged delays attributed to the Complainant's marriage and personal requests are denied. The transaction was finalised in October 2019, the marriage took place in January 2020, and yet the agreements for sale were executed only in April 2021, nearly 15 months later, for which the Respondents have provided no lawful explanation.

31. The Complainant submitted that the Complainant denies the Respondents' allegations of having suffered any financial or reputational loss and submits that the dispute arises solely due to the Respondents' increasing greed and illegal conduct. The claim that the Complainant no longer requires the units due to purchase of another office is false, as the Complainant and his wife are not owners of the alleged property and continue to require the subject units, which are located in a prime commercial area suitable for their professional activities.

32. The Complainant further highlights several illegal acts and omissions of the Respondents, including failure to form a society despite collecting maintenance charges, deviation from the sanctioned building plan by constructing only one ramp instead of two, and earlier illegal construction which was demolished after objections were raised. The Respondents' alleged loss of reputation, if any, is a consequence of their own illegal actions. It is also alleged that the Respondents have remained absent in multiple MahaRERA hearings, causing delays and harassment.

33. The Complainant submitted in conclusion that, the Respondents are estopped from amending their earlier stand and that the application dated 08.07.2024 is barred by limitation, lacks merit, and is intended only to delay the proceedings at the final stage. Allowing such an

amendment would cause grave hardship to the Complainant and his family. Accordingly, the Complainant prays that the application for amendment be rejected with costs and that the matter be decided on the basis of the existing pleadings and record.

34. The Complaint was listed for final arguments on 07.01.2025, and parties were given liberty to file their written notes of arguments on or before 24.01.2025 and thereafter the complaint was reserved for order. Both parties have filed their written notes of arguments on the MahaRERA website.

35. The brief contentions as mentioned in the written notes of arguments of the Complainant are as follows:

36. The Complainant submitted that the Complainant along with his mother and wife, booked three units bearing Nos. 514, 515 and 516 in the Respondent's project "Vishwakarma Sankul" in October 2019 for an aggregate consideration of Rs. 50,00,000/-. Despite payment of token amount and further sums, and despite repeated requests, the Respondent deliberately delayed execution of the Agreement to Sell. By January 2021, the Respondent had received more than 15% of the consideration prior to execution of the Agreement, in clear violation of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016.

37. The Complainant submitted that the Complainant finalised interior plans and materials, approached banks for housing loans, and even incurred stamp duty expenses in December 2020 for execution of Agreements to Sell. Draft agreements were exchanged, yet the Respondent continued to procrastinate execution. The Agreement to Sell was ultimately executed only on 27.04.2021, just before the expiry of the stamp papers, demonstrating the Respondent's lack of bona fide intention and coercive conduct.

38. The Complainant submitted that it was discovered that the Respondent had carried out construction contrary to the sanctioned plan, including illegal construction of a shop in place of a ramp. Though the illegal structure was demolished after filing of the present complaint, the mandatory ramp as per approved plans remains incomplete, indicating continuing non-compliance with statutory and planning obligations.

39. The Complainant submitted that as per the registered Agreements to Sell dated 27.04.2021, possession was to be handed over within three months. The Complainant was ready and willing to complete the transaction and had arranged funds of Rs. 42,00,000/-, evidenced by financial documents. In July 2021, the Complainant prepared cheques for the balance amount and repeatedly requested the Respondent to complete pending works and accept payment. The Respondent neither accepted payment nor completed the works, nor communicated readiness for possession.

40. The Complainant submitted that the Respondent filed a misleading reply and thereafter remained absent from hearings, leading to an ex-parte order dated 25.04.2024. Though the said order was later set aside on costs, the Respondent thereafter took a completely inconsistent stand by seeking cancellation of the registered Agreements to Sell, which is barred by law, principles of estoppel, and settled contractual jurisprudence.

41. The Complainant submitted that the Respondent's allegations that the Complainant delayed payments or sought unreasonable compensation are false and baseless. The record establishes that the Complainant consistently expressed readiness to pay and sought completion of contractual obligations. The Respondent's attempt to unilaterally cancel the transaction, citing rise in property prices, reflects mala fide intention and unjust enrichment, which is impermissible under law.

42. The Complainant submitted that In view of the Respondent's violations of Sections 11 and 13 of the RERA Act, delay in handing over possession, non-completion of works, and arbitrary conduct, the Complainant prays that the Respondent be directed to complete all pending works, execute and register sale deeds for all three units, comply with sanctioned plans, pay compensation for harassment, and be penalized under the RERA Act. The Complainant remains ready and willing to perform his part of the contract.

43. The brief facts as mentioned by the Respondent in the written notes of arguments are as follows:

44. The Respondent contends that the project obtained Occupancy Certificate on 23.06.2020 and consists of 99 units, out of which possession along with registered sale deeds, has been handed over to 96 allottees. It is asserted that no complaints have been raised by other allottees and that the three units involved in the present complaint were complete and ready for possession at the relevant time.

45. The Respondent contends that the three units agreed to be sold to the Complainant were completed in June 2020 and were ready at the time of execution of the Agreement to Sell. The Respondent states that the Complainant was aware of the Respondent's bank details and had earlier made payments through RTGS/NEFT, and therefore the contention regarding readiness of cheques is denied. It is asserted that payments could have been made electronically as before.

46. The Respondent contends that despite being ready to complete the transaction in 2021 and 2022 at the agreed price, the Complainant failed to pay the balance consideration of Rs. 42,00,000/-. The Respondent submits that due to prolonged delay, rising interest

burden, and increase in property prices, it now seeks cancellation of the transaction and expresses willingness to refund the amount received.

47. The Respondent contends that placing reliance on clauses of the registered Agreement to Sell, the Respondent asserts that time was the essence of the contract and that failure to pay the balance amount within the stipulated period resulted in automatic cancellation of the agreement. It is contended that the Complainant violated Sections 19(6) and 19(7) of the RERA Act by not adhering to the payment schedule and is therefore not entitled to relief.

48. The Respondent contends that that the Complainant deliberately suppressed the Agreement to Sell from the MahaRERA record and misrepresented facts regarding unfinished work. It is contended that the Agreement itself records that the Complainant inspected the construction and accepted the unit as complete and therefore claims of incomplete work are stated to be false and contradictory to the Occupancy Certificate and contractual terms.

49. The Respondent contends that the Respondent challenges the maintainability of the complaint with respect to Units 514 and 515, contending that the Agreement to Sell is registered only in respect of Unit 516 and no authorization has been produced for the remaining units. It is further asserted that due to prolonged non-payment, the Respondent has suffered substantial financial loss, including accrued interest at 18% per annum and opportunity costs.

50. The Respondent contends that based on the above submissions, the Respondent prays for dismissal of the complaint, contending that the Complainant has paid only approximately 15% of the consideration over several years and is misusing the provisions of the RERA Act. The Respondent seeks cancellation of the Agreements to Sell in terms thereof, refund of amounts received,

and submits that parallel proceedings have been initiated before the Civil Court under the Specific Relief Act.

51. Considering the pleadings of the complaints following points arise for my determination. My findings thereon recorded as under for the reasons stated below:

No.	Points	Findings
1.	Whether the complainant is entitled to the relief claims ?	Partly Affirmative
2.	What Order?	As per final order.

Reasons as to point No. 1

52. The complaint before MahaRERA concerns three commercial units bearing Nos. 514, 515, and 516 in the project *"Vishwakarma Sankul"*, developed by Padmavati Landmark. The complainant, along with his mother and wife, booked these units in October 2019 and paid more than 10% of the agreed consideration by January 2021. The grievance primarily relates to delay in execution and registration of agreements for sale, non-completion of interior works, and alleged harassment, for which directions to execute sale deeds, complete works, and grant compensation were sought.

53. The complainant contended that despite receipt of substantial consideration, the respondent violated Section 13 of the RERA Act by delaying registration of agreements until April 2021. It was alleged that interior works remained incomplete despite repeated follow-ups, letters dated 30.03.2021 and 14.08.2021, and readiness on the complainant's part to pay the balance consideration. The complainant asserted continuous willingness to perform contractual obligations and accused the respondent of dishonest conduct, statutory violations, and deliberate delay in handing over possession.

54. The respondent denied all allegations and asserted that the complainant paid only about 30% of the consideration and failed to adhere to the payment schedule. It was contended that customized interior works were carried out as per the complainant's instructions and that execution of sale deeds was always subject to approval of interiors and payment of the balance amount. The respondent emphasized that possession and sale deeds were completed for 96 out of 99 units, demonstrating bona fide conduct, and alleged that the dispute arose due to the complainant's indecision and non-payment.

55. In rejoinder, the complainant refuted the respondent's claims, stating that interior plans were finalized and accepted as early as August 2020 and that no approvals were pending from their side. It was alleged that the respondent deliberately left essential works incomplete and avoided accepting payment to delay possession. The complainant also alleged multiple statutory violations including failure to form a society, deviation from sanctioned plans, and inconsistent stands taken by the respondent throughout the proceedings.

56. Subsequently, the respondent filed an amended reply seeking cancellation of the transaction, citing prolonged non-payment, change in circumstances, appreciation of property value, and financial losses. The complainant strongly opposed this amendment, invoking principles of estoppel and limitation, and argued that the respondent could not seek cancellation of registered agreements after long delay, especially when the complainant was always ready and willing to pay and perform contractual obligations.

57. From the record, it is evident that the Respondent had received more than 10% of the agreed consideration amount from the

Complainant by January 2021, whereas the Agreements for Sale came to be registered only on 27.04.2021. Section 13(1) of the Act mandates that a promoter shall not accept more than 10% of the consideration without first entering into a written agreement for sale and registering the same. This provision is mandatory in nature and has been consistently interpreted by MahaRERA to protect allottees from the arbitrary conduct of promoters. The Respondent has failed to demonstrate any legally sustainable justification for such delay in registration of the Agreements despite receipt of amounts in excess of the statutory limit. Mere assertions of mutual understanding or informal communications cannot override an express statutory prohibition. Therefore, this Authority has no hesitation in holding that the Respondent has violated Section 13(1) of the Act.

58. As per the registered Agreements for Sale dated 27.04.2021, possession was agreed to be handed over within three months. The Complainant has placed on record consistent correspondence showing readiness and willingness to complete the transaction, including preparation of cheques towards the balance consideration and repeated requests for completion of pending interior works and execution of sale deeds.

59. On the contrary, the Respondent neither accepted the balance amount nor completed the agreed works nor communicated a clear date for possession. The plea that interior works were pending due to non-approval by the Complainant is not supported by contemporaneous documentary evidence, especially when interior layouts were admittedly shared and acted upon earlier.

60. Under Section 11(4)(a), the promoter is duty-bound to complete the project and the apartment in accordance with the sanctioned plans, specifications and the terms of the agreement. Section 19(1) further confers upon the allottee the right to claim possession as per the

agreement. The Respondent's conduct in keeping the transaction in limbo for several years is clearly contrary to these statutory obligations.

61. Initially, the Respondent claimed readiness to execute sale deeds subject to payment and approvals; subsequently, by way of amended reply, the Respondent sought cancellation of the transaction, citing a rise in prices and alleged non-payment. Such a volte-face, particularly after execution and registration of Agreements for Sale, is impermissible in law. MahaRERA has consistently held that a promoter cannot unilaterally cancel a registered agreement on grounds of commercial inconvenience or market appreciation.

62. The Respondent has heavily relied upon Sections 19(6) and 19(7) of the Act to allege default by the Complainant. However, the record indicates that the Complainant repeatedly expressed readiness to pay the balance consideration, subject to completion of works and execution of sale deeds. Where the promoter himself has failed to perform reciprocal obligations and has avoided acceptance of payment, the allottee cannot be branded as a defaulter.

63. The Respondent's contention that the reliefs sought are beyond the scope of the Act is misplaced. Directions for execution and registration of sale deeds, completion of pending works, and delivery of possession flow directly from Sections 11, 18 and 19 of the Act and are well within the powers of this Authority. It is observed that the Agreements for Sale in respect of the subject units came to be duly executed and registered on 27.04.2021 during the pendency of the present complaint. Once an Agreement for Sale is lawfully executed and registered in accordance with Section 13 of the Real Estate (Regulation and Development) Act, 2016, the said relief stands substantially complied with. In view thereof, no further directions can be issued by this Authority for re-registration or fresh

execution of the Agreement for Sale, as the same would be redundant and beyond the scope of necessity. Accordingly, the prayer seeking direction for registration of the Agreement for Sale does not survive for consideration and is liable to be rejected as infructuous.

64. In view of the foregoing discussion, this Authority holds that the Respondent has failed to discharge statutory and contractual obligations in a timely and transparent manner. The conduct of the Respondent in delaying execution of sale deeds, keeping possession pending, and subsequently seeking cancellation is arbitrary and contrary to the object of the Act. Accordingly, the Complainant is entitled to relief to the extent of directions for completion of pending works and execution and registration of sale deeds, subject to payment of the balance consideration. Further, As per the judgement of **Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India in point 64** of this judgement it has been observed by the Hon'ble Bombay High Court that *"The requirement to pay interest under Section 18 of the RERA is not a penalty since payment of interest is compensatory in nature in the light of the delay being suffered by the flat purchaser, who had paid for his flat but did not get the possession"*. Therefore, no separate compensation is granted to the Complainant. Hence, the Complainant is partly allowed. The violations committed by the Respondents have constrained the Complainant to file the present complaint, therefore, it is necessary for the Respondents to pay the cost of the present complaint. Hence, I answer point no. 1 partly affirmative and proceed to pass the following order:

ORDER

A. The Complaint is partly allowed.

B. The Respondent is directed to complete all pending interior and finishing works in respect of Unit Nos. 514, 515 and 516

in the project "*Vishwakarma Sankul*", strictly in accordance with the registered Agreements for Sale dated 27.04.2021, sanctioned plans, and specifications agreed between the parties, within a period of 60 (sixty) days from the date of this Order.

C. The Complainant shall, upon completion of the said pending works and issuance of written intimation by the Respondent, pay the balance consideration amount as per the registered Agreements for Sale within 30 (thirty) days thereafter.

D. Upon receipt of the balance consideration, the Respondent is directed to hand over peaceful and lawful possession of the said units within 30 (thirty) days thereafter.

Date: 09/03/2026.

RAVINDRA PADMAKARAO DESHPANDE

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Date: 2026.03.09 15:41:06 +05'30'

Ravindra Deshpande

MEMBER II, MahaRERA