

**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. CC12501759

- 1.Mahesh Chandrabhan Kingrani
- 2.Sneha Mahesh Kingrani
- 3.Rajesh Chandrabhan Kingrani
- 4.Sakshi Rajesh Kingrani

...Complainants

V/S

1. Deepak Sudarshan Khurana
- 2.Oak Construction

...Respondents

MahaRERA Project Registration No. : P50500021511

FINAL ORDER

(Date of Order- 05/02/2026)

(Date of hearing – 30/09/2025)

Adv. Sayyed for the Complainants

Adv. R.H Agrawal for Respondent No. 1

Adv. Omair Khadar for Respondent No. 2

1. The Complainants have filed the present complaint for seeking directions to the Respondents to execute and register the Sale Deed in respect of the Ground and First Floors of the project "OAK MED-SQUARE" along with exclusive open space admeasuring 2800 sq. ft. and 60% undivided share in land, to declare the Complainants as lawful allottees under the Agreement to Sell dated 03.05.2023, to hold the Respondents guilty of violation of Sections 13 and 17 of the RERA Act and unfair trade practice, to hand over all requisite title documents and approvals, and to restrain the Respondents from creating third-party rights; alternatively, the Complainants pray for refund of ₹1,96,00,000/- with interest @18% per annum amounting to ₹2,65,70,389/- as on 31.05.2025 and continuing till realisation, along with substantial compensation for loss, harassment, and loss of business opportunity.
2. The brief contentions of the Complainants are as follows:

3. It is the contention of the complainants that the complainants who jointly agreed to purchase the entire ground floor and first floor in a commercial development project title "Oakwood Med square" situated at plot No.16, city survey No. 897, sheet No. 47 mouza Indora Nagpur. The complaints are reputed residents of Nagpur who acted at all times in good faith and strictly adhered to the terms of the transaction as evidenced by the individually executed and notarised agreement to sale dated 03.05.2023.
 4. It is the contention of the Complainants that Respondent No. 1 Shree Deepak Khurana, is the sole and absolute owner of the land on which the project is being developed. Respondent No. 2 M/s Oak construction is the developer/builder/ promoter of the said project, registered under the Real Estate (Regulation and Development) Act 2016.
 5. It is the contention of the complaint that Respondent No. 1 executed development agreement and an irrevocable power of attorney both dated 29.06.2018 white document No.2758/2018 and 2759/2018 respectively duly registered in the office of the sub registrar No. 3 Nagpur in favour of Respondent No. 2, authorising it to undertake construction and sale of units in the project. subsequently a Deed of correction related to the development agreement was executed and registered on dated 24.07.2019 while document No. 3770/2019 duly registered in the office of the sub registered No. 6 Nagpur.
- i) It is the contention of the Complainants that Respondent No. 1 executed a Deed of Declaration dated 24.07.2019 under the Maharashtra Apartment Ownership Act, 1970, allocating undivided land share floor-wise based on the then-approved plan sanctioned by the Nagpur Municipal Corporation (NMC). Subsequently, two Deeds of Correction dated 05.06.2023 and 21.08.2023 were executed and registered related to the Deed of Declaration to reflect revised construction plans and updated undivided land share allocations. These corrections brought the percentage of land share for the Ground and First Floors in line with the 60% undivided share in land agreed to be sold to the Complainants under the Agreement to Sell dated 03.05.2023

(Details of which are as set out in greater detail hereinafter) clearly evidenced mutual understanding and consensus amongst all parties.

6. It is the contention of the Complainants that pursuant to the aforesaid development arrangement and in light of joint representations made by Respondent No. 1, in his capacity as the absolute owner of the land, and Respondent No. 2, in its capacity as the authorized developer/ builder/ promotor, the Complainants were induced to, and did enter into a formal Agreement to Sell dated 03.05.2023. The said agreement was duly executed by both Respondents in their respective legal capacities as "Vendors" and by the Complainants as "Purchasers", and was subsequently notarized on 04.05.2023 and simultaneously the vacant, peaceful, physical possession of the purchased premises was handed over to the Complainants. Under the terms of the Agreement, the Respondents jointly agreed to sell and transfer.
7. It is the contention of the Complainants that the Complainants agreed to purchase, the entire Ground Floor having carpet area of 438.591 sq. meters (i.e. 4721 square feet) and the First Floor having carpet area of 676.235 square meters (i.e. 7297 square feet) of the proposed commercial building known as "OAK MED-SQUARE" more particularly described in the agreement together with exclusive rights over an open area admeasuring 2800 sq. ft. in front of the Ground Floor. An undivided share in the underlying land to the extent of 60% of the total land parcel, hereinafter referred to as the "said premises". The total sale consideration agreed upon for the said transaction was Rs.11,78,00,000/- (Rupees Eleven Crores Seventy-Eight Lakhs only) inclusive of all charges, taxes, and statutory levies. The Agreement inter alia stipulated that the sale transaction would be completed within six months, i.e., by 30.11.2023, by executing a Sale Deed by obtaining Occupancy Certificate, Fire NOC and complying with all statutory requirements and terms of the said agreement. The Agreement further recorded that the Complainants would not be members of any proposed society when formed and would retain independent rights over the purchased premises as the said premises has exclusive and independent entry for the ground and first floor from the front side of the building.
8. It is the contention of the Complainants that the Complainants have paid a substantial portion of the agreed sale consideration to both Respondents. Pursuant to the Agreement to Sell dated 03.05.2023 and in accordance with its payment schedule, the Complainants have paid a total of Rs.1,96,00,000/-

(Rupees One Crore Ninety-Six Lakhs only) to the Respondents through verifiable banking transactions. This includes an amount of Rs.1,00,00,000/- (Rupees One Crore only) paid to the Respondent No. 1 from 14th April 2023 till 25th May 2023 and an amount of Rs.96,00,000/- (Rupees Ninety Six Lakhs only) paid to the Respondent No. 2 from 14th April 2023 till 7th March 2024. Thus, the balance payable stands at Rs. 9,82,00,000/-, comprising Rs.7,78,00,000/- to be paid to the Respondent No. 1 and Rs. 2,04,00,000/- to be paid to the Respondent No.2.

9. It is the contention of the Complainants that on 18.10.2023, the Complainant No. 3, having observed that considerable time had passed since the execution of the Agreement to Sell dated 03.05.2023 and that the formal execution of the Sale Deed had not yet taken place, addressed a detailed letter to both Respondents. In this communication, the Complainants inter alia reiterated their readiness and willingness to perform their remaining obligations under the Agreement, including payment of the balance consideration, and called upon the Respondents to complete the remaining work expeditiously and execute the Sale Deed at the earliest as originally agreed in the Agreement to Sell.
10. It is the contention of the Complainants that in response, Respondent No. 2, through its Managing Partner, issued a written reply dated 15.11.2023, explicitly acknowledging the validity of the Agreement to Sell dated 03.05.2023 and reaffirming its binding nature on both Respondents. In this letter, Respondent No. 2 candidly admitted delays in completion of the remaining work, attributing the same to procedural hold-ups in obtaining requisite sanctions and approvals from local authorities. Respondent No. 2 confirmed that most approvals had since been received and gave a categorical assurance that the entire balance work would be completed by the last week of January 2024, and that Occupancy Certificate and Fire NOC would be obtained by the end of February 2024. Most significantly, Respondent No. 2 committed to execute and register the Sale Deed in favour of the Complainants by the first week of March 2024, in accordance with the original terms of the Agreement. It is pertinent to note that the Respondent No. 1 did not reply to the letter dated 18.10.2023.
11. It is the contention of the Complainants that thereafter, the Respondent No. 1, on 3rd. August 2024, vide WhatsApp message, shared the Development Agreement with the Complainant No 3 on WhatsApp. (This Development

Agreement was executed between The Respondent No. 1 & The Respondent No. 2.

12. It is the contention of the Complainants that the Occupancy Certificate for the Ground Floor and First Floor was issued by the Nagpur Municipal Corporation on 13.09.2024. The Complainants were and are in physical possession of the said premises even now, and the Complainants accordingly remain ready to execute and register the Sale Deed and to pay the remaining consideration amount.
13. It is the contention of the Complainants that it is pertinent to note that in the meanwhile and contemporaneously from 15.04.2023 till 18.09.2024, Respondent No. 1 was in constant and regular communication with Complainant No. 3 through WhatsApp. During this period, Respondent No. 1 not only shared periodic updates regarding the status and progress of construction, approvals, and compliance with municipal requirements, but also thanked and confirmed the receipt of the funds in his HDFC Bank account. Respondent No. 1 also sought confirmation from Complainant No. 3 prior to depositing cheque towards the purchase consideration, issued in his favour. These communications demonstrate that Respondent No. 1 was not only fully aware of the transaction and the payment structure, but also actively participated in its execution and implementation.
14. It is the contention of the Complainants that further, in WhatsApp messages dated 16.09.2024, 17.09.2024, and 18.09.2024, Respondent No. 1 clearly expressed his readiness and willingness to proceed with execution of the Sale Deed, and confirmed that all the documents required for drafting the Sale Deed were already available with Respondent No. 2 and confirmed that he was arranging for the same to be sent to the Complainants by Respondent No. 2. At no point during this 17 month period did Respondent No. 1 raise any objection, protest, or allegation regarding the validity, terms, or enforceability of the Agreement to Sell dated 03.05.2023, nor did he dispute the purchasers' entitlement, the 60% undivided share in land, or any other material aspect of the transaction. His conduct throughout this time was consistent with the terms of the Agreement and reflects affirmation by conduct.
15. It is the contention of the Complainants that after duly acknowledging the rights of the Complainants under the Agreement to Sell dated 03.05.2023

vide the aforesaid WhatsApp communications, a public notice dated 20.09.2024, was published in the local daily newspaper "The Hitavada", by Respondent No. 1 through his Advocate, purporting to cancel and terminate the Development Agreement dated 29.06.2018 and the corresponding Irrevocable Power of Attorney executed in favour of Respondent No. 2 (M/s Oak Constructions). The public notice declared that the Development Agreement stood revoked due to alleged breaches committed by Respondent No. 2 and that all powers granted to the Developer had been withdrawn. Respondent No. 1 also cautioned the general public not to deal with Respondent No. 2 or recognize any transactions entered into by the Respondent No. 2 concerning the said land. The public notice made no reference to the Complainants or the Agreement to Sell dated 03.05.2023 but was clearly intended to prejudice third parties against the Complainants transaction, and to interfere with the lawful execution of the sale deed despite the Agreement being subsisting and partially acted upon. Significantly, the said Notice was ONLY issued after receipt of the Occupation Certificate dated 13.09.2024, in an ex-facie dishonest attempt by Respondent No. 1 to wriggle out of his contractual commitments and to deny to the Complainants their legitimate rights to and in respect of the property duly agreed to be sold by the Respondents to the Complainants.

16. It is the contention of the Complainants that on 26.09.2024, the Complainants, through their Advocate, issued a detailed legal notice to both Respondents inter alia recording that substantial amounts had already been paid to the Respondents towards sale consideration, and that the Respondents had handed over lawful possession of the said premises and that the Occupancy Certificate was obtained on 13.09.2024, yet they failed to execute the Sale Deed within the agreed six-month period. The Complainants reiterated and expressed their readiness and willingness to pay the balance amount and called upon the Respondents to provide requisite documents and fix a registration date within 15 days, reserving their right to initiate civil and criminal proceedings in case of default.
17. It is the contention of the Complainants that on 29.09.2024, the Respondent No. 1, through his advocate, addressed a notice to the Complainants, which notice was received by the Complainants only on 01.10.2024, alleging for the first time that the Agreement to Sell dated 03.05.2023 was allegedly executed by fraud and misrepresentation and was fraudulently notarised by the

Complainants and Respondent No. 2, and asserting that the agreement stood cancelled and terminated. In the said notice, Respondent No. 1 claimed that the 60% share of undivided land recorded in the Agreement to Sell was allegedly in excess of what was originally contemplated (i.e., 38.26%) and alleged that his signature had been obtained without informed consent. The notice also referred to an alleged breach of the registered Deed of Declaration dated 24.07.2019, which according to Respondent No. 1, governed the allocation of undivided land share per floor. On that basis, Respondent No. 1 sought to cancel both the Development Agreement with Respondent No. 2 and the Agreement to Sell with the Complainants and demanded that the Complainants withdraw from the project and vacate the premises. The said letter further made wholly unfounded and untenable allegations of fraud, cheating, breach of trust, and criminal conspiracy, invoking provisions of the Bharatiya Nyaya Sanhita and demanded compensation for alleged losses and harassment.

18. It is the contention of the Complainants that the allegation made by Respondent No. 1 in the said notice that the Agreement to Sell dated 03.05.2023 was “fraudulently notarized” and that his signature was obtained through misrepresentation is not only factually incorrect and baseless, but also a clear afterthought made with the sole intent to evade contractual obligations. The Agreement was executed after detailed negotiations and discussions involving both Respondents and the Complainants. It was duly signed by Respondent No. 1 on each page and notarised in the presence of a licensed Notary Public on 04.05.2023, with Respondent No. 1 personally appearing before the notary and affixing not only his signature but also his thumb impression in the notary register, confirming informed consent and personal execution of the Agreement to Sell after understanding the contents thereof. The Agreement specifically records the undivided share in land as 60%, a figure mutually agreed upon, and thereafter reflected in the revised Deed of Declaration and registered Deeds of Correction. Respondent No. 1 never raised any objection to the contents of the Agreement, its execution and notarisation or the stated land share in the 17 months following its execution. It is accordingly submitted that the said claims are therefore ex-facie false, motivated, and malafide, and do not withstand legal or factual scrutiny.

19. It is the contention of the Complainants that on 30.09.2024, Respondent No. 2, through its Managing Partner Mr. Omair Abdul Khader, addressed a

written reply to the Complainants' legal notice dated 26.09.2024. In this reply, Respondent No. 2 unconditionally acknowledged the Agreement to Sell dated 03.05.2023 and expressed sincere apology for the delay in execution and registration of the Sale Deed, attributing the delay to procedural formalities and delays in obtaining the Occupancy Certificate from the Nagpur Municipal Corporation. It was confirmed that the Occupancy Certificate had since been received on 13.09.2024 and that all requisite documents were now in place. Respondent No. 2 clearly stated that he is ready to execute and register the Sale Deed in favour of the Complainants in full compliance with the Agreement to Sell. He further confirmed that lawful, vacant, and peaceful possession of the Ground Floor and First Floor had already been handed over to the Complainants at the time of execution of the Agreement to Sell dated 03.05.2023.

20. It is the contention of the Complainants that Respondent No. 1's conduct throughout the period from April 2023 to mid-September 2024 was consistent with the terms of the Agreement to Sell, and he never once objected to the undivided land allocation or raised any dispute regarding the contents of the Agreement to Sell dated 03.05.2023. His active participation in construction updates, cheque deposit confirmation, receipt of payment and discussions on sale deed documentation, all demonstrate unequivocal affirmation of the transaction. The Respondent No. 1 cannot now be permitted to retract from his contractual obligations. The claim that his signature was obtained by misrepresentation is not only unsupported by any contemporaneous evidence, but is also contradicted by his own express WhatsApp communications with Complainant No. 3. The Deed of Declaration dated 24.07.2019, which Respondent No. 1 now relies upon, was itself revised post-execution of the Agreement to Sell dated 03.05.2023 reflects the updated undivided land share allocation, and this revision was made after full knowledge and agreement of the parties. The belated challenge to the Agreement to Sell raised only after issuance of the Occupancy Certificate and escalation of market rates is clearly motivated by personal disputes with the Developer and constitutes a malafide attempt to wriggle out of contractual obligations.
21. It is the contention of the Complainants that on 01.10.2024, Respondent No. 1 published another prominent cautionary public notice in "The Hitavada", this time specifically naming the Complainants and referring to the transaction involving the Ground and First Floors of the project "OAK

MED-SQUARE.” In this notice, Respondent No. 1 alleged that M/s Oak Constructions, in collusion and conspiracy with the Complainants, had fraudulently entered into an Agreement to Sell the said floors, along with 60% undivided proportionate share in the land. The notice further stated that the said agreement to sell was executed behind his back and without his knowledge or consent, and that he had purportedly cancelled the Development Agreement and Power of Attorney. The notice cautioned the general public not to deal with the Complainants in respect of the said property. It is submitted that this notice was patently false, defamatory, and misleading, and was clearly issued with malafide intent to discredit the Complainants, cast doubts on their title, and frustrate their rights under the Agreement to Sell. It caused irreparable harm to the reputation and business goodwill of the Complainants and created unnecessary confusion in the public domain regarding their lawful entitlement to the said premises.

22. It is the contention of the Complainants that on 14.10.2024, the Respondent No. 1, through his advocate, addressed a letter to the Complainants in response to their legal notice dated 26.09.2024. In the said reply, Respondent No. 1 inter alia alleged that the Agreement to Sell dated 03.05.2023 was void ab initio, contending that it was allegedly obtained through fraud and misrepresentation, and that the percentage of undivided land share mentioned therein was allegedly deliberately and fraudulently altered from 38.26% to 60% without his knowledge or consent. The notice further claimed that the said Agreement was not binding, had been revoked and cancelled, and conferred no right, title or interest on the Complainants.
23. It is the contention of the Complainants that on 23.10.2024, the Complainants, through their Advocate, issued a legal notice to Respondent No. 1 in response to his legal notice dated 29.09.2024 and public notice dated 01.10.2024, reaffirming that the Agreement to Sell dated 03.05.2023 was lawfully executed with his full knowledge and participation, and that he had accepted part-consideration of Rs.1,00,00,000/- and retained a copy of the notarised agreement. The notice also recorded that Rs. 96,00,000/- had been paid to Respondent No. 2 towards consideration amount, and that the Complainants had fully complied with their contractual obligations. The Complainants denied Respondent No. 1's belated allegations and claims of fraud and clarified that the 60% undivided share in land was mutually agreed upon and reflected in the revised Deed of Declaration. The notice further alleged that Respondent No. 1's conduct, including suppression of

prior notice receipt, and defamatory public statements, was malafide and intended to damage the Complainants' reputation, goodwill, and legal rights, causing them irreparable harm. In view of the fact that the said Notice, addressed by Registered Post A.D., was refused to be accepted by the Respondent No. 1, the said Advocate of the Complainants, on 26.10.2024, forwarded a copy thereof to the Respondent No 1 by email.

24. It is the contention of the Complainants that on 08.11.2024, Respondent No. 1, through his Advocate issued a reply to the Complainants' notice dated 23.10.2024, reiterating his denial of the Agreement to Sell dated 03.05.2023, and alleging that it was executed in collusion with Respondent No. 2 without his authority. He inter alia denied receipt of Rs.1,00,00,000/- (Rupees One Crore only) as part consideration, and repudiated the agreement to transfer to the Complainants, a 60% undivided share in land, and claimed that any funds received were allegedly deposited without the consent of Respondent No. 1 and with malafide intent. In this connection, it is pertinent to note that the Respondent No.1's denial of having received ₹1,00,00,000/- (Rupees One Crore only) from the Complainants as part consideration is ex-facie entirely false, misconceived, and contrary to documentary and circumstantial evidence. Each payment made to Respondent No. 1 was effected through traceable banking channels. Prior to every such tranche being deposited, Respondent No.1 was in direct communication with Complainant No. 3 via WhatsApp, wherein he not only confirmed receipt of earlier payments but expressly sought confirmation for depositing specific cheque, including the tranche of ₹62,00,000/- dated 25.05.2023, which he deposited only after obtaining express confirmation.
25. It is the contention of the Complainants that these conversations clearly show that Respondent No. 1 was actively coordinating the receipt of consideration under the Agreement to Sell and remained fully aware of the amounts being received by him. Furthermore, at no point during the 17-month period between April 2023 and September 2024 did he object to, return, or dispute the payments. On the contrary, he maintained a cordial and cooperative exchange with the Complainants, regularly updating them on approvals and construction progress. The very fact that he continued to correspond without any protest and confirmed receipt of payments in real-time, evidences the conscious and voluntary nature of the transaction. His subsequent denial made only after receipt of the OC is a belated and malafide attempt to avoid his contractual obligations under the Agreement

to Sell and to deprive the Complainants of their rightful due. It is therefore submitted that Respondent No. 1's assertion that funds were allegedly deposited "without his authority" is false, baseless, and legally unsustainable.

26. It is the contention of the Complainants that the Agreement to Sell dated 03.05.2023 is a binding and enforceable contract voluntarily executed by both Respondents as Vendors and the Complainants as Purchasers. The said agreement was duly notarized, acted upon, and partly performed. Respondent No. 1 accepted multiple tranches of the sale consideration through banking channels, sought confirmation before cheque deposit, and was in continuous communication with Complainant No.3 over a span of nearly 17 months. These actions amount to clear affirmation by conduct.
27. It is the contention of the Complainants that the Complainants have fulfilled all their obligations under the Agreement to Sell, including payment of substantial part-consideration of Rs.1.96 Crores, and were always ready and willing and remain ready and willing to pay the balance consideration along with stamp duty and complete the transaction. The Respondents, on the other hand, have failed to perform their reciprocal obligation of executing and registering the Sale Deed despite obtaining the Occupancy Certificate on 13.09.2024.
28. It is the contention of the Complainants that the Respondent No. 1's belated, dishonest and contradictory stance alleging fraud, misrepresentation, and unauthorized execution is an afterthought that finds no basis in fact or contemporaneous conduct. At no point between April 2023 and September 2024 did Respondent No. 1 ever raise any objection to the Agreement to Sell, its terms, the 60% undivided share in land, or the payments received. On the contrary, he actively participated in the transaction, shared updates, and expressed his readiness to execute the Sale Deed as late as 18.09.2024.
29. It is the contention of the Complainants that the false and dishonest allegations of fraud, breach of trust, and misrepresentation made by Respondent No. 1 in the public domain via legal notices and cautionary advertisements are not only factually unsubstantiated and untenable but also legally impermissible. These have been published after the Agreement to Sell was partly acted upon, possession was delivered, and considerable payments made. The timing and content of these allegations demonstrate a

malicious intent to frustrate a concluded transaction, particularly after the issuance of the Occupancy Certificate.

30. It is the contention of the Complainants that the Respondent No. 1's plea that he was unaware of the contents of the Agreement to Sell or that the share in undivided land was misrepresented is contradicted by the Agreement itself, which bears his signatures on every page, thumb impression of the Respondents 1 & 2 and was executed in the presence of a Notary. The Deed of Declaration was subsequently revised in alignment with the agreed undivided land share, thereby demonstrating that the 60% allocation was not only agreed upon but also formally implemented by the Respondents themselves.
31. It is the contention of the Complainants that under Section 13 of the Real Estate (Regulation and Development) Act, 2016, where a promoter accepts more than 10% of the sale consideration, the agreement for sale must be registered, and the promoter is legally bound to execute and register the Sale Deed. In the present case, the Complainants have paid far more than 10% of the consideration amount and are in possession. The Respondents' refusal to register the Sale Deed is a clear violation of their statutory obligations under the Act.
32. It is the contention of the Complainants that under Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, the Developer/Builder/Promoter is statutorily obligated to execute a registered conveyance deed in favour of the allottee upon obtaining the occupancy certificate and handing over physical possession of the property. In the present case, the Occupancy Certificate was issued on 13.09.2024, and physical possession of the Ground and First Floors has already been handed over to the Complainants, who have paid a substantial portion of the consideration and remain ready and willing to pay the balance. Despite this, the Respondents have failed and neglected to execute the Sale Deed in willful breach of their statutory duty under Section 17, thereby frustrating the rights of the Complainants and exposing them to legal uncertainty and reputational harm.
33. The Respondent No. 2 has contested the contention of the Complainants by filing the reply on MahaRERA website. The brief contention of the Respondent No. 2 are as follows:

34. It is the contention of the Respondent No. 2 that the Complainants have filed the above complaint before this Hon'ble Authority and thereby sought directions against the Respondents to forthwith execute and register the Sale-Deed in respect of the ground floor and first floor of the project 'OAK MED-SQUARE' constructed on Plot No. 16, City Survey No. 897, Sheet No. 47, Mouza Indora, Nagpur (hereinafter referred to as "the said property") along with exclusive rights to the open space admeasuring 2800 square feet (70 feet x 40 feet) and 60% undivided proportionate share in the underlying land in favour of the Complainants in accordance with the Agreement to Sale dated 03/05/2023.
35. It is the contention of the Respondent No. 2 that the Complainants have also sought declaration that the conduct of the Respondents amounts to violation of Sections 13 and 17 of the RERA Act, 2016 as well as the breach of contractual obligation and unfair trade practice. Further, the Complainants have also sought permanent injunction and sought an award of compensation to the tune of Rs. 10 crores and also prayed for alternative prayer as mentioned in the prayer clause of the complaint. In the said complaint, the Complainants have also prayed for grant of interim relief thereby restraining the Respondents from creating third party interest or disturbing the possession of the Complainants in the said property and also prayed for grant of status-quo in respect of the said property.
36. It is the contention of the Respondent No. 2 that on 30/06/2025, after hearing the Counsel for the Complainants and the Respondent No. 1, this Hon'ble Authority directed to maintain the status-quo in the present matter and the matter was directed to be listed for hearing.
37. It is the contention of the Respondent No. 2 that the execution of the Agreement to Sale dated 03/05/2023 in respect of the above-mentioned property has not been disputed by the Respondent no. 2. Moreover, the amount mentioned in the complaint has also been received by the Respondent No. 1 and so as the answering Respondent No. 2, vide bank transactions and the same is not disputed.
38. It is the contention of the Respondent No. 2 that it would not be out of place to mention here that the Respondent No. 1 and the answering Respondent No. 2, in the capacity of vendors, executed the Agreement to Sale dated

03/05/2023 in favour of the Complainants for the aforementioned property and the physical possession of the same was also handed over to them. That, certain documents were required to be obtained from the Authorities by the vendors i.e. the present Respondents, which includes the Occupancy Certificate necessary for the execution and registration of the Sale-Deed. While the respondents were in the process of obtaining the Fire NOC as well as OC the complainants had sent a letter dated 18.10.2023 addressed to both respondents No. 1 & 2 enquiring for the reason of delay. Respondent No. 1 did not reply to the letter. The respondent No. 2 had promptly replied to the letter on date 15.11.2023 in which he had categorically acknowledged the sale transaction between them and requested the complainants to kindly give more time to arrange the various documents which were taking considerable time, since they had to be obtained from multiple government authorities. It is submitted that the Respondents tried their level best to get the Occupancy Certificate from the Competent Authority as early as possible, but they could only obtain the same on 13/09/2024 in respect of the abovementioned property.

39. It is the contention of the Respondent No. 2 that as the Occupancy Certificate dated 13/09/2024 was received in respect of the said property from the Competent Authority, therefore, as per the Agreement to Sale dated 03/05/2023, the Respondents were under obligation to execute and register the Sale-Deed in favour of the Complainants on receiving the balance amount of sale consideration. Though the Complainants, time and again, requested the Respondents to execute the Sale-Deed by receiving the balance amount of sale consideration to which the answering Respondent No. 2 had agreed and put the same in writing in reply to the notice sent by the complainants dated 26.09.2024. The reply letter was sent by respondent No. 2 on date 30.09.2024. The Respondent No. 1 showed his unwillingness to execute the Sale-Deed. That, the Respondent No. 1 and the answering Respondent No. 2 both have executed the Agreement to Sale dated 03/05/2023 in the capacity of vendors, therefore, the answering Respondent No. 2 alone cannot execute the Sale Deed.
40. It is the contention of the Respondent No. 2 that after receiving the Occupancy Certificate on 13/09/2024, the Respondent No. 1 has issued a legal notice dated 29/09/2024 to the Complainants and thereby alleged to have cancelled the Agreement to Sale dated 03/05/2023 arbitrarily and individually. That, from the said conduct of the Respondent No. 1, it appears

that it is the Respondent No. 1 who is not willing to execute the Agreement to Sale dated 03/05/2023 and not the answering Respondent No. 2. That, the answering Respondent No. 2 even today is ready to perform its part of the Contract as per the Agreement to Sale dated 03/05/2023 and is ready to execute and register the Sale-Deed in respect of the above-mentioned property in favour of the Complainants as per the terms and conditions of the Agreement to Sale dated 03/05/2023 on receiving the balance amount of sale consideration.

41. It is the contention of the Respondent No. 2 that looking at the aforementioned facts and circumstances, it is evident and crystal clear that the answering Respondent No. 2 has neither breached any terms and conditions of the Contract/Agreement to Sale dated 03/05/2023 nor the answering Respondent No. 2 has violated Sections 13 and 17 of the RERA Act, 2016. Therefore, the present complaint, as filed by the Complainants against the answering Respondent No. 2, may kindly be dismissed and be dismissed with heavy costs, for the reason that since the date of Agreement to Sale dated 03/05/2023, there is not a single conduct of the answering Respondent No. 2 from which it can be gathered that the answering Respondent No. 2 has breached any terms and conditions of the Agreement to Sale dated 03/05/2023 or avoided to execute and register the Sale-Deed. On the contrary, he has always tried to perform his part of the Contract as per the Agreement to Sale dated 03/05/2023.
42. The Complainants have filed the rejoinder contesting the contention of the Respondent No. 2 made in the reply. The brief contentions as submitted by the Complainants are as follows:
43. The Complainants have submitted that the Respondent No.2 is also equally responsible, as the Respondent No. 1 is avoiding to execute the Sale-Deed in respect of the Suit Property as per the Agreement to Sale dated 03/05/2023, as both the Respondents have executed the agreement in the capacity of vendors. Moreover, the Complainants have performed their part of contract and paid huge amount of money to both the Respondents, but in order to avoid the performance of their part of contract, the Respondents have delayed to procure the documents and necessary permission including the Occupancy certificate from the Competent Authority and when the same was received, again by giving excuses, the execution of the Sale-Deed was delayed. In order to save itself from the action under law, the Respondent

No.2 has issued the letters showing his willingness to execute the Sale-Deed and in the reply, contended that it was always ready to execute the Sale Deed and perform its part of the contract as per the Agreement to Sale dated 03/05/2023, but respondent No. 2 alone cannot execute the Sale-Deed as the Respondent Nos. 1 and 2 both have executed the Agreement to Sale dated 03/05/2023 in the capacity of vendors. Therefore, as per the Respondent No. 2 he cannot be blamed for not performing its part of contract as per the Agreement to Sale dated 03/05/2023.

44. The Complainants have submitted that the fact remains that the Respondent Nos. 1 & 2 are hand in gloves with each other, in the sense that in order to avoid the execution of the Sale-Deed in respect of the Agreement to Sale dated 03/05/2023 both are aware that even if one agrees to execute the Sale-Deed, the same cannot be executed until the other Respondent agrees to it. Therefore, this is the modus operandi of the Respondents for not performing their part of contract.
45. The Complainants submitted that the sum and substance of the reply filed by the Respondent No. 2 appears that it is and was ready to perform its part of contract as per the Agreement to Sale dated 03/05/2023 and execute the Sale-Deed in favour of the Complainants and agrees to the fact that the Complainants have paid huge amount to the Respondents and the Complainants are also in the peaceful possession of the Suit Property, but it is the Respondent No. 1 who is not ready to perform his part of contract and not ready to execute the Sale-Deed in favour of the Complainants. As the Respondent Nos. 1 and 2, both in capacity of vendors, have executed the Agreement to Sale dated 03/05/2023, therefore, the Respondent No. 2 alone cannot execute the Sale-Deed in respect of the Suit Property in favour of the Complainants. Therefore, it is the contention of the Respondent No. 2 that the Respondent No. 1 alone is responsible for non-performance of the Agreement to Sale dated 03/05/2023 and not the Respondent No. 2.
46. The Complainants have further submitted that although by filing the reply, the Respondent No. 2 has totally blamed the Respondent No. 1 for not executing the Sale-Deed in respect of the Agreement to Sale dated 03/05/2023, but the Respondent Nos. 1 and 2 both are equally responsible for not executing the Sale-Deed and performing their part of contract, as per the Agreement to Sale dated 03/05/2023 and it cannot be ruled that the Respondent Nos. 1 and 2 are hand in gloves with each other and by playing

tactics, they are avoiding to execute the Sale-Deed in respect of the Suit Property as per the Agreement to Sale dated 03/05/2023 in favour of the present Complainants.

47. The Complainants have submitted that by going through the complaint, the documents filed therewith and the reply filed by the Respondent No. 2, it is apparent that the Respondents have breached the terms and conditions of the Contract/Agreement to Sale dated 03/05/2023 and both the Respondents have also violated Sections 13 & 17 of the Real Estate (Regulation and Development) Act, 2016. Therefore, the complaint, as filed by the Complainants against the Respondents, may kindly be allowed in its entirety and heavy costs may kindly be imposed against the Respondent No. 2 for misleading this Hon'ble Authority.

48. The complaint was listed on 30.09.2025 for final argument the parties were present. Time till 23.10.2025 was granted to the Respondent No. 1 to file their reply, and thereafter, time till 30.10.2025 was granted to the parties to upload their written notes of arguments on the MahaRERA website and thereafter, the matter was reserved for orders. However, the Respondent No. 1 has not filed reply neither uploaded the written arguments on the MahaRERA website.

49. The Complainants have filed their written notes of arguments on the MahaRERA website and have reiterated the contentions made in the complaint copy; therefore, for the sake of brevity, the same has not been produced herein.

50. 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 ?	Affirmative
2.	What Order?	As per final order.

Reason as to point No. 1

51. The Complainants entered into a notarised Agreement to Sell dated 03.05.2023 with Respondent No. 1, the landowner, and Respondent No. 2, the

promoter/developer, in respect of the Ground Floor and First Floor of the commercial project "OAK MED-SQUARE" situated at Plot No. 16, Mouza Indora, Nagpur, along with exclusive open space admeasuring 2800 sq. ft. and 60% undivided share in land. Both Respondents executed the agreement as joint vendors.

52. The total consideration agreed was ₹11,78,00,000/-. Pursuant to the Agreement, the Complainants paid ₹1,96,00,000/- through banking channels, of which ₹1,00,00,000/- (Rupees One crore only) was paid to Respondent No. 1 and ₹96,00,000/- (Rupees ninety six lakhs only) to Respondent No. 2. Physical possession of the said premises was handed over to the Complainants at the time of execution of the Agreement.
53. The Agreement stipulated that the Sale Deed would be executed within six months upon obtaining statutory approvals including Occupancy Certificate. Due to procedural delays, the Occupancy Certificate for the Ground and First Floors was ultimately issued by the Nagpur Municipal Corporation on 13.09.2024.
54. During the subsistence of the Agreement, Respondent No. 1 remained in continuous communication with the Complainants, acknowledged receipt of consideration, shared construction and approval updates, and expressed readiness to execute the Sale Deed. Respondent No. 2 also repeatedly acknowledged the Agreement and assured execution of the Sale Deed after receipt of the Occupancy Certificate.
55. After issuance of the Occupancy Certificate, Respondent No. 1 issued public notices and legal notices in September–October 2024 alleging fraud, misrepresentation, and unauthorised execution of the Agreement to Sell, and purported to cancel both the Development Agreement with Respondent No. 2 and the Agreement to Sell with the Complainants. These allegations were raised for the first time after nearly 17 months of execution of the Agreement. The Complainants denied the said allegations and asserted readiness and willingness to pay the balance consideration and called upon the Respondents to execute and register the Sale Deed. Respondent No. 2 admitted the Agreement and expressed willingness to perform but stated that execution was not possible without Respondent No. 1.

56. Despite receipt of substantial consideration, delivery of possession, and issuance of the Occupancy Certificate, the Respondents failed to execute and register the Sale Deed, leading the Complainants to file the present complaint alleging violation of Sections 13 and 17 of the Real Estate (Regulation and Development) Act, 2016 and seeking appropriate reliefs.
57. Upon careful consideration of the pleadings, documents placed on record, replies, rejoinder, written submissions and oral arguments advanced by the parties, it is not in dispute that the Respondent No. 1 is the owner of the land and Respondent No. 2 is the promoter/developer of the project "OAK MED-SQUARE", registered under MahaRERA bearing Registration No. P50500021511. It is further undisputed that both Respondents, in their capacity as vendors, executed an Agreement to Sell dated 03.05.2023 in favour of the Complainants in respect of the Ground Floor and First Floor of the said project, along with exclusive open space admeasuring 2800 sq. ft. and 60% undivided share in land. Execution of the said Agreement to Sell and delivery of physical possession to the Complainants at the time of execution is also not denied.
58. It is evident from the record that the Complainants have paid a substantial portion of the agreed sale consideration amounting to ₹1,96,00,000/- through verifiable banking transactions. Receipt of ₹1,00,00,000/- by Respondent No. 1 and ₹96,00,000/- by Respondent No. 2 is supported by documentary evidence and contemporaneous WhatsApp communications. The subsequent denial of receipt by Respondent No. 1 is contrary to record and is not supported by any credible evidence. Acceptance of consideration without protest for a prolonged period constitutes affirmation of the Agreement by conduct.
59. The material on record further establishes that the Occupancy Certificate for the Ground Floor and First Floor was issued by the Nagpur Municipal Corporation on 13.09.2024. The Complainants are admittedly in possession of the said premises and have consistently expressed readiness and willingness to pay the balance consideration and complete the transaction. This willingness is evident from repeated correspondence, legal notices and pleadings.
60. Section 13 of the Real Estate (Regulation and Development) Act, 2016 mandates that where a promoter accepts more than 10% of the sale

consideration, the transaction must be governed by an Agreement for Sale and the promoter is bound by its terms. In the present case, the Respondents have accepted far more than 10% of the consideration and have partly performed the contract by handing over possession. Having done so, the Respondents cannot repudiate their statutory and contractual obligations.

61. Further, Section 17(1) of the Act casts a statutory duty upon the promoter to execute and register the conveyance deed in favour of the allottee upon issuance of Occupancy Certificate and handing over possession. The Occupancy Certificate having been obtained on 13.09.2024 and possession having already been delivered, refusal or failure to execute the Sale Deed amounts to a clear violation of Section 17 of the Act.
62. The contention of Respondent No. 1 through notice and reply of the notice that the Agreement to Sell was obtained by fraud or misrepresentation is a bald allegation unsupported by contemporaneous evidence. The Agreement bears his signatures on all pages and was notarised in accordance with law. Significantly, no objection was raised for nearly 17 months after execution of the Agreement, during which period Respondent No. 1 actively participated in the transaction, confirmed receipt of payments, shared construction updates and even expressed readiness to execute the Sale Deed through WhatsApp messages dated 16.09.2024 to 18.09.2024. Such conduct clearly negatives the plea of fraud and establishes acquiescence and affirmation.
63. The subsequent issuance of public notices cancelling the Development Agreement and cautioning the public, after receipt of the Occupancy Certificate, appears to be an afterthought and cannot defeat the rights already accrued in favour of the Complainants under a subsisting and partly performed Agreement to Sell. It is a settled principle followed by MahaRERA that inter se disputes between landowner and developer cannot prejudice the rights of allottees who have acted bona fide.
64. As regards Respondent No. 2, though it has expressed willingness to execute the Sale Deed, the fact remains that both Respondents executed the Agreement to Sell jointly as vendors. Therefore, both are jointly and severally bound to ensure compliance with Sections 13 and 17 of the Act. Merely expressing readiness without actual execution does not absolve the promoter of statutory responsibility under RERA.

65. In view of the above facts and circumstances, this Authority holds that the Respondents have failed to discharge their statutory obligation of executing and registering the Sale Deed despite receipt of substantial consideration, delivery of possession and issuance of Occupancy Certificate. Such conduct amounts to violation of Sections 13 and 17 of the Real Estate (Regulation and Development) Act, 2016. However, considering that the Complainants are seeking execution of the Sale Deed and have admittedly not yet paid the balance consideration, the relief is required to be moulded by directing reciprocal performance. The Complainants cannot seek conveyance without complying with their obligation to pay the balance amount. Accordingly, the Complainants are held entitled to relief of execution and registration of the Sale Deed subject to payment of the balance consideration in terms of the Agreement to Sell dated 03.05.2023. The claim for alternative relief of refund, interest at enhanced rates, in the facts of the present case, does not survive once specific performance is being granted. Hence, Point No. 1 is answered in the affirmative.

ORDER

The Complaint is allowed as follows:

1. The Respondents No. 1 and 2, being landowner and promoter respectively and joint vendors under the Agreement to Sell dated 03.05.2023, are hereby jointly and severally directed on obtaining remaining consideration amount from the complainant as per agreement to sell to execute and register the Sale Deed in favour of the Complainants in respect of the Ground Floor and First Floor of the project "OAK MED-SQUARE", constructed on Plot No. 16, City Survey No. 897, Sheet No. 47, Mouza Indora, Nagpur, along with exclusive rights to open space admeasuring 2800 sq. ft. and 60% undivided share in land, strictly in accordance with the Agreement to Sell dated 03.05.2023, within 60 days from the date of this order, Upon receipt of the balance consideration.
2. The Respondents shall also hand over all original title documents, approvals, plans, Occupancy Certificate, Fire NOC and all documents required under Section 17(2) of the Real Estate (Regulation and Development) Act, 2016, if not already handed over.
3. The Respondents are restrained from creating any third-party rights, interest, charge or encumbrance in respect of the said premises and the

proportionate undivided share in land till execution and registration of the Sale Deed in favour of the Complainants.

4. The prayer of the Complainants for refund of consideration with interest and compensation is not granted, in view of the relief of execution of Sale Deed being granted and the Complainants having expressed readiness and willingness to perform their reciprocal obligations.
5. No order as to costs.

RAVINDRA
PADMAKARAO
DESHPANDE

Digitally signed by
RAVINDRA PADMAKARAO
DESHPANDE
Date: 2026.02.05 11:10:53
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(Ravindra Deshpande)
MEMBER II, MahaRERA

Date: 05/02/2026.