THE MAHARASHTRA

REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held in hybrid mode

COMPLAINT NO.: CC006000000396759

S D CORPORATION PVT LTD …COMPLAINANT

VS

NINAD DESAI ...RESPONDENT

MAHARERA PROJECT REGISTRATION NO. P51800019693

Order

December 26th, 2025

(*Date of hearing 18.09.2025- Matter was reserved for order*)

Coram: Manoj Saunik, Chairperson, MahaRERA

Advocate Abir Patel present for complainant.

None present for respondent.

1. The complainant is a promoter/developer within the meaning of Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "said Act") of Real Estate Regulatory Authority (hereinafter referred to as the "RERA") who has registered a project namely "SIENNAA WING F" under section 5 of the said Act bearing MAHARERA project registration no. P51800019693 (hereinafter referred to as the "project"). The respondent is home buyer and allottee within the meaning of Section 2(d) of the of the said Act.

2. On the MahaRERA project registration webpage the proposed completion date (PDC) of the said project is mentioned as 30.12.2024 and the extended date of completion is 30.12.2027. The project has not obtained occupancy certificate.

3. The complainant is seeking the following reliefs:

   A. This Hon'ble Authority be pleased to declare that the Agreement for Sale dated 15th April, 2019 bearing Registration No. 1794/2019 stands validly terminated in terms of section 11(5) of the Real Estate (Regulation & Development) Act, 2016 and direct the Respondent to come forward and sign the deed of cancellation, complete all

formalities regarding cancellation/termination and collect the refund, if any, payable to the Respondent, in terms of clause 7(b) of the above Agreement for Sale.

B. *If this Hon'ble Authority comes to the conclusion that the Agreement for Sale dated 15th April, 2019 bearing Registration No. 1794/2019 has not been validly terminated or if the Respondent still wishes to continue with the purchase of Flat No. 1404 on the 14th Floor, Sienna Wing F Building having MahaRERA Registration no. P51800019693, then, in that event, this Authority be pleased to direct the Respondent to pay the Complainant the sum of Rs. 14,23,550.36/- excluding Taxes overdue since 8th June, 2021 along with interest of Rs. 17,76,115.36/- calculated as on date, along with further interest until payment and realisation of the above amount of Rs. 14,23,550.36/- excluding Taxes and any applicable charges and taxes.*

C. *This Hon'ble Authority be pleased to award Costs for the complaint; and*

D. *For such further and other reliefs as this Hon'ble Authority may deem fit considering the facts surrounding the present case.*

4. The captioned complaint was heard by this Authority on 18.09.2025 (*listed at Sr. No. 116*) wherein the following roznama was recorded:

"Parties are at liberty to file their written notes of arguments by 07.10.2025. Matter be reserved for orders from 08.10.2025."

5. The submissions of the complainant are as follows:

A. The respondent booked Flat No. 1404 for Rs. 1,37,47,380/- followed by a registered agreement for sale dated 15.04.2019.

B. That as per the agreement instalment payments were to be made strictly as prescribed & permitted levy of interest or termination upon default. Possession was stipulated for 31.12.2023, subject to timely payment and lawful extensions.

C. The respondent paid only Rs. 55,00,000/-, till April 2021 and remained in continuous default despite repeated reminders and final notice dated 07.07.2021.

D. The agreement was terminated on 22.07.2021, which was neither replied & nor the dues were paid by the respondent.

E. The respondent is liable to pay Rs. 14,23,550.36/- including taxes and interest of Rs. 17,76,115.36/-, while the project is approximately 65% complete.

F. The complaint is maintainable under the said Act, is within limitation, and no parallel proceedings are pending.

6. The respondent has remained absent in the hearings of the captioned complaint. It is also noted that despite time being given to file written submissions, the respondent has not filed the submissions with regard to the captioned complaint and thus, the Authority has proceeded in the matter *ex-parte*.

7. From the facts and submissions of the complainant the issue that needs to be examined is *whether the captioned complaint is maintainable under the provisions of the Act?*

8. Before determining the issue at para-No. 7, the following observations are noteworthy:

A. It is pertinent to note that the complainant relies on certain documents in support of the contentions raised.

B. However, any material which records the agreed date of possession & other necessary details/documents, executed between the parties are not placed on record be either of the parties.

C. This causes a material deficiency that prevents the Authority from conclusively determining the captioned complaint. The complaint lacks the necessary supporting documents i.e. the allotment letter, other materials (if any) to verify the default on the part of the respondent allottee in making due payments.

D. In the absence of substantial evidence on record the Authority cannot move forward to entertain the instant complaint merely based on averments.

9. Hence, at this juncture due to the negligent and lackadaisical approach of the parties towards the adjudication process, the attempt of the Authority to adjudicate and decide the complaint on merits is frustrated owing to lack of evidence.

10. The Authority concludes that the insufficiency of evidence in this case is not a mere procedural lapse but a fundamental flaw that goes to the heart of the matter. It was incumbent upon the complainant to have provided supporting documents which would have supported their contention. The absence of such evidence has left a gap that cannot be filled by assumptions or conjecture. As a result, the Authority is unable to determine the merits of the complainant's case accurately and fairly.

11. Therefore, after considering the abovementioned observations, the Authority hereby concludes that both the captioned complaint deserves to be dismissed as not maintainable for want of evidence and thus **the issue framed herein at paragraph no. 7 is answered in the negative**. However, in the interest of justice, the Authority grants liberty to the complainant to approach the Authority vide a fresh complaint filed in accordance with the rules, regulations, various orders and circulars issued under the Act and also annexing the supporting documents as prescribed under the same.

FINAL ORDER

12. Therefore, after considering the abovementioned observations and provisions of the Act, the materials placed on record, the facts of the case and submissions made by the parties, the Authority passes the following order:

A. The **captioned complaint** is **dismissed** as not maintainable for the reason as more specifically mentioned herein above.

B. The complainant is at liberty to approach the Authority vide a fresh complaint to be filed in accordance with the necessary provisions prescribed under rules, regulations, orders and circulars issued from time to time by the Authority.

C. No order as to cost.

MANOJ SAUNIK Digitally signed by MANOJ SAUNIK Date: 2025.12.27 19:12:13 +05'30'

Manoj Saunik
Chairperson, MahaRERA