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. CC006000000395720

SATGURU CORPORATE SERVICES PVT LTD …COMPLAINANT

V/s

ROHIT KUMAR …RESPONDENT

MahaRERA PROJECT REGISTRATION NO. : P51800023072

FINAL ORDER

(Date of Order- 23/04/2026)

(Date of hearing – 24/06/2025)

Adv. Anwar Landge for Complainant

None for the Respondent

1. The Complainant prays that this Hon'ble Authority be pleased to direct the Respondents to execute and register a Deed of Cancellation of the Agreement for Sale dated 25.11.2020 before the Sub-Registrar of Assurances, Borivali, Mumbai, and in the alternative, to appoint the Secretary, MahaRERA or any other competent officer to execute and register such Deed on behalf of the Respondents; further, to declare that the termination of the said Agreement for Sale is valid and in accordance with law, and upon such cancellation, permit the Complainant to refund the amount due to the Respondents after making permissible deductions as per the Agreement; and to grant costs along with such other reliefs as deemed fit in the interest of justice.

2. The Complainant is a private limited company duly incorporated under the provisions of the Companies Act, 1956 and is engaged in the business of real estate development. The Complainant qualifies as a "Promoter" within the meaning of Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act"), whereas the Respondents are "Allottees" as defined under Section 2(d) of the Act.

3. The Complainant has duly registered its project bearing Registration No. P51800002637 under the provisions of the Act. The Respondents approached the Complainant for purchase of a residential unit in the project known as "Sunteck City Avenue-4" situated at Goregaon, Mumbai, and after due inquiry and consideration, proceeded to book a unit in the said project

4. The Respondents booked Flat No. A-605 admeasuring approximately 89.97 sq. mtrs. along with one car parking space for a total consideration of Rs. 2,16,00,000/- (Rs. Two crores and sixteen lakhs). An initial booking amount of Rs. 7,87,500/- was paid by the Respondents, followed by execution of a registered Agreement for Sale dated 25.11.2020, binding the parties to the terms and conditions stipulated therein, including the payment schedule.

5. It is the case of the Complainant that the Respondents failed to adhere to the agreed payment schedule. Although a total sum of Rs. 37,53,480/- (Rs. Thirty Seven Lakhs Fifty three thousand four hundred and eighty) (excluding taxes) was paid, the Respondents defaulted in making further payments despite repeated demands, reminders, and notices issued by the Complainant from time to time.

6. The Complainant has placed on record that several demand notices and reminders were issued, culminating in a cancellation intimation dated 16.01.2023 and a termination letter dated 08.02.2023. Despite

such communications, the Respondents neither responded nor demonstrated any willingness to comply with their contractual obligations.

7. The conduct of the Respondents, as alleged, reflects continuous default and breach of the material terms of the Agreement for Sale, particularly in respect of timely payment. The Complainant submits that sufficient opportunities were granted to the Respondents to cure the breach; however, the Respondents failed to avail the same.

8. The Complainant further contends that in view of Section 19(6) of the Act, the Respondents were under a statutory obligation to make payments in accordance with the Agreement for Sale. Their failure to do so constitutes a clear violation of the contractual as well as statutory obligations, thereby entitling the Complainant to terminate the allotment in terms of Section 11(5) of the Act and the relevant clauses of the Agreement.

9. In light of the above, the Complainant has approached this Authority seeking declaration that the termination of the Agreement for Sale is valid and lawful, and for directions to the Respondents to execute a Deed of Cancellation, so as to enable the Complainant to deal with the said unit without any encumbrance.

10. The present complaint was listed on 24.06.2025 for final argument. The Adv. for Complainant was present and Respondent was absent. The Complainant was proceeded ex-parte against the Respondent. The Complainant was directed to file their written arguments on MahaRERA website on or before 21.07.2025 and thereafter the complaint was reserved for orders. However, the Complainant decided not to file the written arguments.

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

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

Reason as to point No. 1

12. I have carefully gone through the pleadings, documents placed on record and submissions made by the Complainant. It is an admitted position on record that a registered Agreement for Sale dated 25.11.2020 was executed between the parties in respect of Flat No. A-605 in the registered project. The said Agreement clearly stipulates the total consideration, payment schedule and consequences of default. The Respondent, being an "Allottee" within the meaning of Section 2(d) of the Act, was under a statutory obligation to make timely payments in accordance with the terms of the Agreement.

13. In this regard, Section 19(6) of the Real Estate (Regulation and Development) Act, 2016 mandates that every allottee shall make necessary payments in the manner and within the time as specified in the Agreement for Sale. The material placed on record demonstrates that though the Respondent has paid an amount of Rs. 37,53,480/-, there has been persistent default in making further payments as per the agreed schedule.

14. The record further reveals that the Complainant issued several demand notices, reminders and ultimately a cancellation intimation dated 16.01.2023 followed by a termination letter dated 08.02.2023.

The said communications indicate that sufficient opportunities were granted to the Respondent to cure the default. However, mere issuance or uploading of notices, in absence of proof of service, cannot be conclusively presumed to have been received by the allottee. The principles consistently followed by this Authority require that before taking coercive steps such as cancellation, the promoter must establish that reasonable and effective opportunity was granted to the allottee to cure the default.

15. In such circumstances, the possibility that the Respondent may not have been effectively served with the notices cannot be ruled out. Consequently, proceeding to conclusively uphold the termination without affording a final opportunity to the Respondent would be contrary to the principles of natural justice.

16. It is also pertinent to note that the objective of the Act is not only to regulate the real estate sector but also to ensure fairness and protect the interests of both promoters and allottees. While an allottee cannot be permitted to indefinitely default in payments, at the same time, he cannot be deprived of his rights without being granted a fair and reasonable opportunity.

17. In view of the above, this Authority is of the considered opinion that the ends of justice would be met if a final opportunity is granted to the Respondent to comply with the payment obligations, subject to strict timelines and consequences. Such an approach balances the contractual rights of the promoter with the statutory protection available to the allottee. Accordingly, the Complainant is directed to issue a fresh demand-cum-final notice to the Respondent, clearly setting out the outstanding dues and granting a reasonable period to comply, and to ensure proper service of the same through recognized modes such as registered post, courier, email or any other legally permissible means, with proof of delivery placed on record.

18. In the event the Respondent fails to comply within the stipulated period despite such duly served notice, the Complainant shall be at liberty to proceed with termination of the Agreement for Sale in accordance with law and the terms of the Agreement, and such termination shall not require further adjudication. In view of the above discussion, the Complainant is entitled to relief only to a limited extent, by way of liberty to re-initiate the termination process after ensuring due service and by granting a final opportunity to the Respondent. Hence, the point No. 1 is answered in the Partly Affirmative and I proceed to pass the following order:

ORDER

1. The present Complaint is partly allowed.

2. The Respondent is directed to pay the balance consideration amount along with applicable interest accordance with the provisions of Section 18 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 18 of the Maharashtra Real Estate (Regulation and Development) (General) Rules, 2017, @ 2% more then SBI MCLR rate in respect of Flat No. A-605 in the project "Sunteck City Avenue-4".

3. The said amount shall be paid within a period of 30 days from the date of this order. Upon payment of the said amount, the Complainants shall hand over possession of the said flat to the Respondent and complete necessary formalities in accordance with the Agreement for Sale and applicable law.

4. In the event the Respondent fails to comply with the above directions within the stipulated period, the Complainants is at liberty to execute the Deed of Cancellation.

5. In the event of failure or refusal by the respondents to execute and register the Deed of Cancellation within the stipulated period, then the complainant is at liberty to trigger a non-compliance application online for execution of the Deed of Cancellation as per circular no. 50/2025 bearing no. MahaRERA/Secy/File No. 37/602/2025 dated 18.11.2025.

6. The complainant is directed to bear the expenses of execution and registration of Deed of Cancellation in regard to the Agreement for Sale executed between the complainant and the respondents as mentioned in the foregoing para no. 3 of this order.

7. No order as to cost.

RAVINDRA PADMAKARAO DESHPANDE

Digitally signed by RAVINDRA PADMAKARAO DESHPANDE
Date: 2026.04.23 12:44:24 +05'30'

Ravindra Deshpande
MEMBER II, MahaRERA

Date: 23/04/2026