

Complaint Nos. CC006000000591502 and 3 other complaints
BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. Complaint No. CC006000000591502

Girish Ramnath Koltharkar ... Complainant

Versus

Niraj Vijay Thaker ... Respondent

2. Complaint No. CC006000000591526

Girish Ramnath Koltharkar ... Complainant

Versus

Ashok Narkar and Satyavijay Narkar ... Respondents

3. Complaint No. CC006000000591555

Girish Ramnath Koltharkar ... Complainant

Versus

Mr. Appukutty Preman and Mrs. Valsala Preman ... Respondents

4. Complaint No. CC006000000591557

Girish Ramnath Koltharkar ... Complainant

Versus

Dhimant Shah ... Respondent

MahaRERA Project Registration No. P51800052194

Coram: Shri. Mahesh Pathak, Hon'ble Member - I/MahaRERA

Ld. Adv. Manasi Pilankar and Mr. Girish Ramnath Koltharkar, Promoter (Through VC) appeared for the complainant,

The Respondent at Sr. No. 4 appeared in person (physically).

ORDER

(Order Pronounced on Friday, 14th November 2025)

(Matters reserved for orders on 17-09-2025)

(Through Hybrid Mode Hearing)

1. The complainant-promoter above named has filed these 4 separate online complaints before the MahaRERA on 10-08-2024 (Sr. No.1), on 12-08-2024(Sr. No.2) and on 14-08-

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2024(Sr. Nos. 3 and 4), mainly seeking directions from MahaRERA to the respondent-allottees to pay the amounts as per the demands raised by the complainant-promoter as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA'), in respect of the booking of the flats as mentioned in below para no.5- hereinafter referred to as the said flats), at para 5 hereinbelow in the respondent's registered project known as "**Padmavati Aadesh**" bearing MahaRERA registration no. **P51800052194** located at **Dahisar, Taluka-Borivali, Dist. Mumbai Suburban.** (hereinafter referred to as "said project").

2. These complaints were clubbed together being filed with respect to the said project and the same were heard by the MahaRERA on several occasions and finally on 17-09-2025 as per the Circular No. 49 dated 12-09-2025 issued by MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior intimation of this hearing. On the said dates of hearing, the complainant-promoter and the respondent allottee at Sr. No. 4 appeared as per their appearances recorded in the Roznama and made their respective submissions. However, the respondent-allottees at Sr. Nos. 1 to 3, despite notice remained absent. The MahaRERA heard the submissions of the parties as per their appearances and also perused the available record.
3. After hearing the arguments of the complainant and respondent at Sr. No. 4, the following Roznama was recorded in these complaints-

On 17-09-2025

"The complainant is present. The respondents are absent, except the respondent allottee in s.no.30(CC006000000591557). The only dispute with the respondent-allottees which was also mentioned in the previous hearing on 09-07-2025 that the bifurcation of the amounts payable by the allottees have been mentioned in the notarized agreement. However, they are not mentioned in the PAAA. Therefore, the respondent-allottees contend that the stamp duty and charges on the entire amount would be payable by the allottees. However, as agreed in the notarised agreement and in the development agreement, the stamp duty amount for the fungible FSI is supposed to be paid by the complainant-promoter. The complainant-promoter has contended that it will provide the bifurcation accordingly for the respondent-allottees at sr.nos.23(CC006000000591502), 26(CC006000000591526), 29(CC006000000591555) and 30(CC006000000591557). The complainant-promoter has further contended that it is in



discussion with the complainants at sr.nos.23 & 29 for an amicable settlement as was done in the case of the allottees at sr.nos.24(CC006000000591522),25(CC006000000591524), 27(CC006000000591551) and 28(CC006000000591553). The respondent allottee in sr.no.30(CC006000000591557) who is present has contended that he has no objection in case the said bifurcation is mentioned in the PAAA, meaning thereby that the stamp duty on the fungible FSI would be payable by the complainant-promoter. Be that as it may, both parties are granted two weeks' time i.e. till 01-10-2025 to upload necessary settlement terms in the complaints by which time it is expected that the issues with the allottees would be solved as directed in the hearing and that the possession would be handed over to the allottees. Further, the respondent-allottee in s.no.30 has mentioned that there is some tenant in his allotted flat which also needs to be vacated before handing out possession to him, to which the complainant agrees. In case there is no settlement possible, respondent-allottees may file replies to the complaints along with written submissions within a period of one week i.e. by 24-09-2025. Further one week's time i.e. till 01-10-2025 is granted to the complainants to file rejoinder to the reply of the respondent-allottees along written submissions. In case there is a settlement, it should be uploaded in the complaints within the said period of 01-10-2025 otherwise the matters would be reserved for orders suitably after 01-10-2025 based on the arguments in the hearing and the replies, rejoinders and written submissions filed in the complaints."

4. Despite the aforesaid directions given by the MahaRERA, the respondent allottees at Sr. Nos. 1 to 3 have not filed any reply to these complaints on the record of the MahaRERA. However, the respondent-allottee at Sr. No. 4 has filed his reply as mentioned herein below. The MahaRERA has also perused the available records.
5. The promoter by filing this complaint has given the following information

Sr. nos. Complaint no. Filing date	Flat details	AFS/MOU Date of possession	Additional area purchased (as per the list annexed in DA) Total payable amount (as per the promoter)
1. CC006000000591502 10-08-2024	Flat no. 302	18-10-2021 (MOU) Will complete the construction in 24 months plus grace 6	407.00 (old) 541.00 sq. ft. (new) Rs. 29,23,103/-

Complaint Nos. CC006000000591502 and 3 other complaints

		months, i.e. 30 months.	
2. CC006000000591526 12-08-2024	Flat no. 401 and Flat no. 901	18-10-2021 (MOU) Will complete the construction in 24 months plus grace 6 months, i.e. 30 months.	496.00 (old) 369.00 sq. ft. and 277 sq. ft. (new) Rs. 28,63,282/-
3. CC006000000591555 14-08-2024	Flat no. 202	18-10-2021 (MOU) Will complete the construction in 24 months plus grace 6 months, i.e. 30 months.	407.00 (old) 501 sq. ft. new) Rs. 19,35,241/-
4. CC006000000591557 14-08-2024	Flat no. 402	22-10-2021 (MOU) building shall be completed within the period of 24 Months with the Grace Period of 6 Months, i.e., from the date of receipt of MOU for the said project.	407.0 (old) 541.00 sq. ft. (new) Rs. 28,53,584/-

6. It is the case of the complainant-promoter that he had entered into registered agreements with the members/flat owners of the said project and the society for redevelopment of the society building, vide the development agreement dated 12-03-2023. As per the terms of the said agreement, the respondents, being members/owners, were obliged to make payments against the final demand notes upon attaining possession of their respective flats after receipt of the Occupation cum Building Completion Certificate (OC/BCC). The complainant submitted that, as a developer, he had duly adhered to all terms and conditions of the said D.A. and obtained all requisite sanctions and approvals from the concerned authorities up to the completion of the superstructure within the stipulated time. Thereafter, upon obtaining the OC and BCC, the complainant issued letters dated 16-05-2024 to the respondents calling upon them to register the Permanent Alternate Accommodation Agreements (PAAAs), the format of which was already registered with other members. However, despite much follow-ups, the respondents have failed to make the full payment and take possession of their



respective flats. The complainant therefore issued final demand notes in 2024 invoking clause 9 of the D.A., which empowered the developer to cancel and sell the defaulting member's flat to a third party in case of continued default. Being aggrieved by such non-payment, the complainant-promoter has filed the present complaints before MahaRERA seeking recovery of the outstanding amounts.

7. The complainant on 17-09-2025 uploaded his "No Say" application in respect of respondents at Sr. Nos. 1 to 3, stating that despite sufficient opportunities, the said respondents failed to file their written statements. Hence, he prayed that MahaRERA may record "No Say" on behalf of the respondents and proceed further with the matters..
8. The complainant on 25-09-2025 uploaded his reply regarding the bifurcation and applicability of stamp duty on the "fungible area" of respondent-allottee at Sr. No. 4. He submitted that, as per the MOU, the fungible area was 89.54 sq. ft. (Rs. 17,90,800/- @ Rs. 20,000/- per sq. ft.) and the additional purchased area was 44.46 sq. ft. (Rs. 8,22,510/- @ Rs. 18,000/- per sq. ft.), with GST of Rs. 1,30,666/-, aggregating to Rs. 27,43,976/-. He further submitted that as per the MOU, the respondent was required to pay the said amount within two months from receipt of the OC, failing which interest @18% p.a. was payable. Accordingly, delayed payment charges of Rs. 6,56,298/- were applicable, bringing the total amount payable to Rs. 34,00,274/-. He further submitted that, as per clause 8(b) of the MOU, the member was liable to pay stamp duty and registration charges on both fungible and additional areas. The complainant alleged that the respondent was misrepresenting facts and delaying the matter. He also stated that Rs. 2,35,664/- were payable towards other charges prior to possession. Hence, the respondent was liable to clear all dues, pay requisite stamp duty and registration charges, and execute the PAAA.
9. On 30-09-2025, the complainant uploaded his rejoinder to the said reply of the respondent no. 4, reiterating his submissions regarding bifurcation and contending that the respondent's GST registration under his business "Auto World" could not be applied for availing input tax credit. He submitted that the respondent's request to add the GST number was an afterthought intended to create confusion and delay. He further

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stated that the respondent's suggestion to hold the payment as security instead of depositing it demonstrated his unwillingness to pay. The complainant reiterated that the amount of Rs. 34,00,274/- was outstanding and that all other members had executed and registered their PAAA agreements and taken possession.

10. The respondent-allottee at Sr. No. 4, on 01-10-2025 and again on 12-10-2025, uploaded his replies, submitting that he had already initiated the process for registration of the PAAA and issued reminders to the complainant on 26-09-2025, 29-09-2025, and 01-10-2025. However, the complainant did not respond regarding registration or possession. He stated that his payment was ready along with a security cheque and prayed that MahaRERA direct execution of the PAAA and handover of possession. He contended that the complainant's demands were inconsistent – Rs. 27,43,975/- (demand note), Rs. 8,63,635/- (PAAA), and Rs. 17,90,800/- (bifurcation) – and that GST was not applicable post-OC. He also disputed liability for delayed payment charges, advance maintenance, and interest, alleging delay on the developer's part. However, he stated his readiness to pay the justified amount as determined by MahaRERA upon possession.
11. On 12-10-2025, the complainant uploaded an additional reply reiterating that, as per the notarised MOU, stamp duty and registration charges on fungible and additional areas were to be borne by the respondents. However, based on other registered PAAAs, the stamp duty was calculated only on the additional purchase area (Rs. 49,500/- stamp duty + Rs. 8,225/- registration charges). He submitted that the total payable amount, including principal, GST, and delayed payment charges, was Rs. 34,00,274/-, and Rs. 2,35,664/- towards other charges. He further stated that possession would be handed over upon full payment and registration of the PAAA.
12. The respondent-allottee at Sr. No. 4, on 13-10-2025, submitted his say disputing the demand of Rs. 34,00,274/-. He contended that the demand for Rs. 17,90,800/- towards fungible area was unjustified as the same was free under the redevelopment offer. He relied on the offer letter



dated 01-06-2021, the sale agreements of other members, and the consent letter dated 16-08-2021 to show that 22% additional carpet area was to be provided free of cost. He also stated that the developer was not entitled to charge stamp duty or GST on the fungible area, as the said component was not saleable under DCPR 2034. He further denied liability for delayed payment, interest, or advance maintenance, alleging that the delay was attributable to the developer. However, he stated that he was willing to pay the amount justified by MahaRERA and incorporate the same in the PAAA against possession.

13. On 27-10-2025, the respondent-allottee at Sr. No. 4 again uploaded a letter reiterating his earlier submissions.
14. In the present case, MahaRERA has observed that the complainant has filed these online complaints before the MahaRERA on 10-08-2024(Sr. No. 1), on 12-08-2024(Sr. No.2) and on 14-08-2024 (Sr. Nos. 3 and 4), mainly seeking recovery of the outstanding amount. However, till date, except the respondent allottee at Sr. No. 4, the rest of the respondent-allottees at Sr. Nos. 1 to 3 have failed to file their replies in these complaints, despite service of notice through RPAD to them by the complainant. Furthermore, the notices for virtual hearings were duly served upon the said respondents at Sr. Nos. 1 to 3 at their respective email addresses, namely nrj200570@gmail.com , dhimant3012@gmail.com " and " papreman@yahoo.co.in ", respectively. However, despite such service and repeated directions, including a final opportunity granted on 17-09-2025 to them file their replies and settlement agreements within two weeks i.e., till 01-10-2025, the said respondents have neither appeared for the said hearings nor they have complied with the said directions. It shows that the said respondents are not willing to contest the said complaints. Hence, MahaRERA has no alternative but to proceed with the matters ex parte on merits against the said respondent-allottees at Sr. Nos. 1 to 3.
6. The MahaRERA has examined the submissions made by the complainant and the respondent no. 4 and also perused the available record. In the present case, the complainant promoter, by filing these complaints under section 31 of the RERA, has approached the MahaRERA mainly seeking directions to the respondent allottees to pay the outstanding dues payable by them for an additional area purchased by them as detailed in the aforesaid table at para no. 5. The complainant promoter has mainly

contended that the respondent allottees have failed to make the timely payments as per the payment schedule mentioned in the MoUs signed by them on various dates as detailed in the aforesaid table at para-no. 5 above.

7. The complainant-promoter has mainly contended that, as per the relevant clauses of the Development Agreement dated 12-01-2023 executed between the complainant and Bharati Co-operative Housing Society Ltd., the said respondents, being members of the society, had purchased additional carpet area (as detailed in para-no. 5 above) along with the area of their existing flats. Accordingly, the respondents executed Memoranda of Understanding (MoUs) with the complainant, agreeing to pay consideration towards the said additional area (as mentioned in the table at para- no. 5). The complainant has further submitted that, despite issuance of several intimation and demand letters after obtaining the full OC dated 16-05-2024, the respondents have failed to execute the Permanent Alternate Accommodation Agreements (PAAAs), to make the outstanding payments, or to take possession of their respective flats. Hence, the complainant has filed the present complaints before MahaRERA seeking the reliefs as prayed for in the complaints.
8. The respondent-allottee at Sr. No. 4 has appeared and made submissions. He has expressed his willingness to pay the outstanding dues and execute the PAAA. However, he has disputed the amounts/ dues claimed by the complainant, contending that once the OC is obtained, the question of levying GST does not arise. He has further contended that his flat is presently occupied by a third party and therefore prayed for directions to the complainant to vacate and hand over possession of the said flat to him.
9. However, the respondent-allottees at Sr. Nos. 1 to 3, despite notice and directions, have neither appeared before the MahaRERA for the hearings nor have filed their written replies. Hence, the claims and contentions of the complainant in respect of these respondents remain undisputed and unchallenged.
10. In the present case, before considering the rival contentions made by the complainant and the respondent allottee at Sr. No.4, it is pertinent to note that the complainant is the promoter as defined under Section 2(zk) of the RERA, who has undertaken the



redevelopment of the land owned by one Bharati Co-operative Housing Society Ltd. under a registered Development Agreement dated 12-01-2023. By virtue of the said agreement, the development rights in respect of the said project land were assigned to the complainant. The record further shows that, as per the resolution of the said society, a total of 9 members (including the present respondents) had agreed to purchase additional area along with their existing flats, and the list of such members (along with their existing /additional areas), is annexed as Annexure-F to the said Development Agreement. Accordingly, the complainant executed MoUs with these respondents for the sale of the said additional area for agreed consideration amounts as detailed in paragraph no. 5 above.

11. Therefore, to the limited extent of such purchase of an additional area, these complaints are maintainable under the provisions of Section 31 of the RERA. However, the issue relating to execution of PAAAs pertaining to the redevelopment component of the said project, which does not fall within the jurisdiction of MahaRERA for adjudication, as such execution of such PAAA, flows directly from the said Development Agreement executed between the society and the promoter. Hence, both the parties are directed to execute the PAAA strictly in accordance with the terms and conditions of the said Development Agreement and the MoUs executed between them.
12. Furthermore, MahaRERA is not inclined to adjudicate upon the issue of determination of the outstanding dues payable by the respondents (as raised by the respondent at Sr. No. 4), as the same arises from contractual obligations under the MoUs executed between the parties. The said MoUs, being binding contracts, govern the rights and liabilities of both the parties herein, and the MahaRERA cannot alter their financial terms. Accordingly, the complainant cannot seek recovery of any amount over and above what is stipulated under the said MoUs. Any dispute arising from alleged default in payment thereunder would fall within the scope of contractual enforcement, not within the regulatory jurisdiction of MahaRERA under the provisions of the RERA.
13. With regard to the issue of applicability of GST raised by the respondent at Sr. No. 4,



the MahaRERA is of the considered view that the same does not fall within its adjudicatory jurisdiction. The RERA does not provide any express provision authorising MahaRERA to decide questions of tax liability or interpretation of GST law. Such issues are within the exclusive jurisdiction of the concerned competent authorities under the applicable Law. Hence, the concerned party is at liberty to approach the appropriate statutory forum for redressal of the said grievance.

14. As far as the issue raised by the respondent-allottee at Sr. No. 4 regarding vacating his flat is concerned, the MahaRERA has noticed that the complainant, during the course of hearing, has agreed to vacate and hand over possession of the said flat to the said respondent. Hence, the said issue does not survive for further adjudication.
15. In view of the above discussion, the MahaRERA holds that the present complaints are to be decided strictly in accordance with the MoUs executed between the parties for the purchase of additional area in the said project. The rights and obligations of the parties are to be governed under the said MoUs read with the Development Agreement executed between the complainant and Bharati Co-operative Housing Society Ltd.
16. Be that as it may, in the present case, admittedly, the complainant has alleged delay on the part of the respondent-allottees in making payment towards the purchase of additional area. It is also an admitted fact that there are MoUs duly signed by both the parties (as detailed in the table at para-no. 5 above), whereby the respondent-allottees have agreed to pay the consideration amount towards the said additional area purchased by them in the said project. In this regard, it is relevant to refer to clause 6 of the said MoUs, which provides that: *"It is agreed and accepted by the said Member that if the payment of above said consideration amount towards the Fungible Carpet Area is not made within 2 Months from the date of Final O.C., then the Developer shall charge Interest @ 18% per annum on the outstanding payment and the said Member will not get the possession of the new flat unless and until the payment of the total outstanding amount along with accrued interest, if any, is fully cleared"*.



17. However, in the present case, admittedly, the complainant has obtained the Full OC for the said project on 16-05-2024. Hence, in terms of the above clause 6 of the MoUs, the respondent-allottees are liable to make the due payments within the stipulated period. However, despite issuance of several demand and intimation letters by the complainant promoter, the respondent-allottees have failed to make payment of the consideration amounts. The record also shows that despite due service of notice of these complaints, the respondent-allottees at Sr. Nos. 1 to 3 have neither filed their replies nor placed on record any valid justification for non-payment of the outstanding dues. Furthermore, as regards the respondent-allottee at Sr. No. 4, although he has appeared and filed his reply, he has merely disputed the quantum of dues and the applicability of GST, while simultaneously expressing his willingness to make the payment.

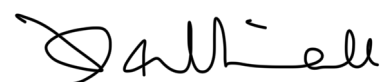
18. In this regard, the provision of section 19(6) of the RERA is required to be perused, which reads as under:

"19(6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any."

19. It is also necessary to peruse the relevant provisions of section 19(7) of the RERA. The said provisions read as under: -

"19(7) The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6)".

20. In view of the aforesaid explicit provision of the RERA, the MahaRERA is of the view that the respondents being the allottees of the said project (with respect to the said additional area purchased by them), are liable to make payment in accordance with the terms and conditions of the MoUs signed on various dates (as detailed in the



aforesaid table at para-no. 5 above), failing which the complainant promoter is entitled to seek interest as per the aforesaid provisions of Section 19(7) of the RERA till such payment is made to the complainant by the respondents.

21. However, as stated hereinabove, the respondent- allottees (as Sr. Nos. 1 to 3), have failed to cite any justified reason for the delay in making the said payments to the complainant towards the additional area purchased by them by filing any reply to the said complaints. Moreover, the respondent allottee at Sr. No. 4 although has filed his reply to the said complaint, he has show his willingness to pay the same.
22. In view of the above, since the respondent allottees, have violated the aforesaid provisions of Section 19(6) of the RERA, the promoter is entitled to seek reliefs under the provisions of section 19(7) of the RERA. However, in compliance of the principles of natural justice, the MahaRERA prima facie feels that one last opportunity needs to be granted to the respondent allottees to comply with the provisions of sections 19(6) of the RERA. Needless to state here that the complainant is not entitled to seek outstanding dues from the respondent allottees beyond what is stipulated in the respective MoUs signed with these allottees.
23. In view of these facts, the following order is passed: -
 - a) The present complaints are hereby partly allowed.
 - b) In compliance of principles of natural justice, last opportunity is granted to the said respondent allottees to make necessary payment to the promoter towards the said additional area purchased by them as per the terms and conditions of the MoUs signed on various dates (as detailed in the aforesaid table at para-no. 5 above), along with the applicable interest for the delayed period of payment at the rate prescribed under RERA and the relevant rules made thereunder i.e. Marginal Cost Lending Rate (MCLR) of SBI plus 2% within a period of 30 days from the date of this order.
 - c) In the event of failure to comply with the aforesaid direction under clause (b) above, the complainant-promoter shall be entitled to claim interest on account of

the continued delay in making the payment, calculated up to the date of actual payment by the respondent-allottees. The complainant-promoter shall also be at liberty to take appropriate steps or actions against the respondent-allottees in accordance with the terms and conditions stipulated in the said MoUs, including but not limited to enforcement or cancellation, as permissible under law.

- d) Moreso, in the event of non-compliance with the aforesaid directions, the complainant-promoter may bring the said default to the notice of MahaRERA, upon which appropriate penal action may be initiated against the said respondent-allottees under **Section 63** of the RERA, for failure to comply with the orders, directions, or decisions of the MahaRERA.

24. With these directions, these directions, all 4 complaints stand disposed of.



MAHESH Digitally signed
by MAHESH
DINKAR DINKAR PATHAK
PATHAK Date: 2025.11.14
15:23:16 +05'30'

(Handwritten Signature)
Mahesh Pathak)
Member - 1/MahaRERA