

Complaint No. CC12401072
BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI

Complaint No. CC12401072

Hitendrakumar Bhaichandbai Panchal ... Complainant

Versus

Piramal Estate Pvt.Ltd. ... Respondent

MahaRERA Project Registration No. P51700024023

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

The complainant appeared in person.

Ld. Adv. Sandeep Patil appeared for the respondent.

FINAL ORDER

(Order Pronounced on Friday, 3rd October 2025)

(Matter reserved for orders on 24-07-2025)

(Through Video Conferencing)

1. The complainant above named has filed this online complaint before the MahaRERA on 09-12-2024 mainly seeking directions from the MahaRERA, to withdraw from the project, as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA'), in respect of their Flat No 611 on the 6th floor (hereinafter referred to as the said flat), in the respondent's registered project known as "**Vaikunth Cluster 3 T1**" bearing MahaRERA registration No. **P51700024023** located at 7/1 to 14, 8/1 to 37, 39 to 42, 9/1 to 17, 10/2 to 9, 10/10A, 10/10B, 10/11 to 18, 88/6, 99/13B, 15B, 100/14A, 15B, 16B, 17A,B, 18A, 19B, 20, 100/24 to 30, 100/31A and B, 100/32 to 33, 101/2 to 3, 105/1 to 20, Dist. Thane (hereinafter referred to as the 'said project').
2. This complaint was heard by MahaRERA on several occasions and the same was heard finally on 24-07-2025 as per the Standard Operating Procedure dated 12-06-2020 issued by MahaRERA for hearing of complaints through Video Conferencing.

Both the parties have been issued prior intimation of the said hearing, and they were also informed to file their written submissions if any. On the said dates of hearing, both the parties appeared as per their appearances recorded in the Roznamas and made their respective submissions. The MahaRERA heard the submissions of both the parties as per their appearances and also perused the available record.

3. After hearing the arguments of both the parties, the following Roznamas were recorded in this complaint:-

i) On 24-07-2025:

"Both the parties are present. The complainant has filed this complaint for refund along with interest. However, it is pointed out to the complainant that the date of possession mentioned in the agreement for sale is June 2026. Therefore, the complaint filed in December 2024 with the prayers of refund along with interest is premature. The complainant is primarily aggrieved because of the interest applied by the respondent for delayed payment. According to the complainant, although the first installment which was for flooring was completed as per the welcoming mail from the respondent at the time of signing of the agreement for sale, however, both the 1st and the 2nd installments were demanded and because of delay from the complainant for resolving the said issue, the interest was applied by the respondent. However, the respondent contends that the interest has been applied rightfully and it is only because of the said interest the complainant wishes to withdraw from the project. Be that as it may, the respondent may file its reply to the complaint along with written submissions within a period of 2 weeks i.e. by 07-08-2025. Further one week's time i.e. till 21-08-2025 is granted to the complainant to file a rejoinder to the reply to respondent along with written submission. The complainant may ensure that the entire copy of the agreement for sale is uploaded in the complaint. The complaint at Sr. No. 10 (CC12401072/APPL/AM/1) is an amendment / correction request along with the short synopsis, which is accepted and the said application is disposed of. Accordingly, the matter is reserved for order suitably after 14-08-2025 based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed in the complaint."

4. Pursuant to directions in the aforesaid hearing, the respondent has filed its reply on

08-09-2025. The same is accepted and taken on record. However, the complainant has not filed any rejoinder/ written submissions. Hence, the MahaRERA has perused the available record. 08-09-2025

5. It is the case of the complainant that after visiting the project site "Piramal Vaikunth" and inspecting other completed projects of the respondent, he decided to purchase an under-construction flat in *Vaikunth Cluster 3, Tower 1*. It was orally agreed between the complainant and the respondent's sales executive that: (i) the developer would provide access to all documents relating to title, pending litigations, and other necessary project documents, and (ii) the developer would assist in obtaining bank finance. Payment terms were communicated orally, through WhatsApp, and by way of a cost sheet issued by the respondent's office, stipulating fixed dates for the first and second instalments, with subsequent instalments linked to work progress. The complainant agreed to pay a total consideration of Rs. 75,00,000/-. However, when applying for a loan from SBI Home Loans, the bank required details of pending litigations. Despite much follow-up, the respondent refused to provide the details, citing confidentiality, and directed the complainant to inspect them only at its registered office. The complainant contends that denial of such information amounts to violation of Section 19(1) of RERA, causing delay in sanction of the loan and leading to extra interest being levied by the respondent. He further alleges that after registration of the agreement, the respondent wrongly demanded instalment towards "flooring completion" vide architect's certificate dated 30-11-2023, although the instalment was contractually due on 28-11-2024. This, according to the complainant, is a violation of Section 19(2) for failure to disclose the correct time schedule for project completion.
6. The respondent, in its reply dated 08-09-2025, denied all allegations of the complainant and submitted that the complainant has failed to establish any violation of RERA, particularly Section 12, and has produced no supporting evidence. The respondent stated that the complaint has been filed only to pressurize it into waiving interest accrued on delayed payments. It is the respondent's case that the complainant, along with one Ms. Shilpaben Hitendra Kumar Panchal, visited the

project "Piramal Vaikunth" and expressed desire to invest in the building "Vidya" comprising 41 floors. A Request for Reservation was executed on 29-08-2024, followed by payment against invoice dated 17-09-2024. The agreement for sale was registered on 15-10-2024. The respondent submitted that the complainant defaulted in making timely payments, having delayed instalments by nearly 10 months, which led to accrual of interest. Specifically, the second instalment invoice dated 15-11-2024 remained unpaid within time and was only cleared much later in part payments. Meanwhile, construction progressed, and the milestone towards flooring was achieved. Accordingly, a demand of Rs. 3,57,013/- was raised on 13-11-2024, payable by 28-11-2024, which the complainant also cleared belatedly. The respondent asserts that milestones are governed by the Seventh Schedule of the agreement, which contains no specific future dates, thereby falsifying the complainant's contention that milestones were promised between June-September 2025. As on date, an outstanding of Rs. 4,45,572/- remains payable. The respondent contends that the complainant, being a defaulter, is not entitled to any reliefs, interim or otherwise, and prayed for dismissal of the complaint with exemplary costs.

7. The MahaRERA has examined the rival submissions made by both the parties and also perused the available record. The complainant who is an allottee of the said project by filing this complaint under section 31 of the RERA, has approached MahaRERA, seeking reliefs under the provisions of the RERA, primarily for cancellation of the booking of the said flat with refund of the entire amount paid by him along with interest and compensation alleging the violation of section 19(1) of the RERA, by the respondent. The complainant has mainly contended that the respondent has failed to provide the details about the pending litigation and other information for availing the home loan for the said booking done by him as per the registered agreement for sale dated 15-10-2024. The complainant therefore prayed to allow this complaint and grant the reliefs as sought for in the same.
8. The respondent has assailed the aforesaid claims of the complainant by contending that, as per the registered agreement for sale dated 15-10-2024, the date of possession is 30-06-2026. Hence, the complaint is premature insofar as it seeks relief under

Section 18 of RERA, which comes into play only in the event of delay in handing over possession. The respondent further contended that the complainant is in fact a defaulter and has failed to make the payments as per the demand raised by it on 13-11-2024 as per the stage of the construction. Also, to avoid payment of the interest amount charged by it on account of the delay in making the said payment, he has sought cancellation of the said agreement for sale. The respondent therefore prayed for dismissal of this complaint.

9. Be that as it may, in the present case, on a careful consideration of the submissions made by both parties and on perusal of the record, the following observations are noteworthy:

a) The complainant booked the said flat under a registered agreement for sale dated 15-10-2024. As per the said agreement, the respondent is liable to hand over possession of the flat to the complainant on or before 30-06-2026.

b) The complainant, however, sought cancellation of the booking alleging default on the part of the respondent in providing certain information required for availing a home loan. In this regard, the complainant has alleged violation of Section 19(1) of the RERA.

c) In this regard, it is pertinent to note that the said Section 19(1) of the RERA provides as under: *"19(1) The allottee shall be entitled to obtain the information relating to sanctioned plans, layout plans along with the specifications, approved by the competent authority and such other information as provided in this Act or the rules and regulations made thereunder or the agreement for sale signed with the promoter."*

d) The above provision clearly entitles an allottee to seek information pertaining to the project, including the permissions obtained by the promoter from the competent authorities.

e) However, in the present case, it is an admitted position that the complainant booked the flat when the project was already registered with MahaRERA. Therefore, all relevant details pertaining to the project, including requisite permissions and pending litigations, were readily available on the MahaRERA website for public access.

f) In view thereof, the allegation of the complainant that the respondent failed to

provide the information required for availing a home loan is devoid of merits. Moreso, the process of sanctioning a loan entirely depends on the financial eligibility of the complainant as the borrower, and the respondent cannot be held responsible for the same. Hence, the complainant's demand for refund along with interest and compensation on this ground is untenable and stands rejected.

g) In light of these observations, MahaRERA is of the view that if the complainant still intends to withdraw from the project, such cancellation shall be governed strictly by the terms and conditions of the agreement for sale dated 15-10-2024, which is binding on both parties.

10. With these observations and directions, the present complaint stands disposed of.



Mahesh Pathak
(Mahesh Pathak)

Member - 1/MahaRERA