

**Complaint No. CC12500250 & 3 Others**  
**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,**  
**MUMBAI**

**1. Complaint No. CC12500250**

Dimple Realtors Private Limited ... Complainant

*Versus*

Jaymanav Singh ... Respondents

*Along with*

**2. Complaint No. CC12500251**

Dimple Realtors Private Limited ... Complainant

*Versus*

- 1) Kalpana Balasaheb Sonawane Balasaheb Sonawane  
2) Rahul Balasaheb Sonawane  
3) Avinash Sonawane ... Respondents

*Along with*

**3. Complaint No. CC12500252**

Dimple Realtors Private Limited ... Complainant

*Versus*

- 1) Premal Shah  
2) Tarulata Mahendra Shah ... Respondents

*Along with*

**4. Complaint No. CC12500253**

Dimple Realtors Private Limited ... Complainant

*Versus*

Siddhesh Ravindra Kodere ... Respondents

**MahaRERA Project Registration No. P51800034338**

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



CA Ashwin Shah-appeared for the complainant - promoter.

The respondent-allottees in sr.nos.1 and 2 appeared in-person.

Ld. Adv. Vinod Pandey a/w P.R. Chaurasia appeared for the respondent-allottees in sr.no.3.

None appeared for the respondent-allottee in sr.no.4.

**ORDER**

(Order Pronounced on Tuesday, 2<sup>nd</sup> December 2025)

(Matters reserved for orders on 25-09-2025)

(Hearing Through Hybrid Mode)

1. The complainant - promoter above named has filed these 4 separate online complaints before the MahaRERA, on 24-01-2025 ( all 4 complaints) seeking directions from MahaRERA, to the respondent - allottees, to execute and register the deed of cancellation of the agreements for sale executed/signed with the respondent - allottees, as prescribed under the provisions of Section 11(5) of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA'), in respect of the booking of their flats by the respondent -allottees (as mentioned in the below table at paragraph no.5) (hereinafter referred to as the said flats), in the complainant's registered project known as "Westwood" bearing MahaRERA project registration No. P51800034338, located at Borivali, Mumbai.(hereinafter referred to as the said project).
2. These complaints were clubbed together, the same being filed with respect to the said project and the same were heard by the MahaRERA on several occasions and finally on 25-09-2025 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 the said hearings. On the said dates of hearing, both the parties I in Complaints at Sr. Nos. 1 to 3), appeared as per their appearances and made their submissions. However, despite the notice of hearing, the respondent - allottee (sr.no.4) remained absent. The MahaRERA heard the submissions of both the parties.

3. After hearing the submissions made by both the parties (as per their appearance), the following Roznamas were passed in these complaints: -

i) On 07-08-2025:

*"Both the parties are present, except the respondent-allottees in s.no.16(CC12500253). The complainant-promoter filed these complaints since the respondent-allottees were not making the outstanding payments as per the stages of construction mentioned in their respective agreements for sale. Admittedly, the date of possession in all the agreements for sale is December 2027, which is also the project completion date in the MahaRERA registration details. The complainant-promoter has already uploaded proof of service and therefore, the respondent-allottees may file their replies to the complaints within a period of two weeks i.e. by 21-08-2025. The complainant-promoter may file rejoinders to the replies of the respondent-allottees within a further period of two weeks i.e. by 04-09-2025. According to the complainant-promoter even though the respondent-allottees are making efforts for obtaining loans from financial institutions and have already got approval for the same, the interest portion for the delayed payments has to be borne by the respondent-allottees since the financial institutions will not sanction the same under the said loan. The allottees may take note of the above contention of the complainant-promoter and pay the outstanding interest forthwith as well as the balance consideration subsequently. Accordingly, the matters are adjourned to 25-09-2025 for final arguments by both sides."*

ii) On 25-09-2025:

*" All the parties are present except the allottee in s.no.19(CC12500253). Despite directions in the previous hearing on 07-08-2025, only the respondent- allottee in s.no.18(CC12500252) has filed a reply to the complaint. However, all the allottees present also contend that they are able and willing to make necessary payments to the complainant and if at all there is delay, interest may be applied as per the law. The respondents may file replies to the complaints along with written submissions within a period of one week i.e. by 02-10-2025 (except the allottee in s.no.18). The complainant-promoter may file rejoinders to the said replies of the respondents along with written submissions within a further period of one week i.e. by 09-10-*

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*2025 along with written submissions, even if the respondent-allottees don't file any replies/ written submissions. In case the respondent-allottees do not file any replies/written submissions, MahaRERA will be constrained to decide the matters ex-parte against the respondent-allottees on merits. The respondent allottee at s.no. 18 may file written submissions by the said date i.e. by 09-10-2025 based on the arguments in the hearing. The complainant-promoter has also mentioned that it is likely to complete the project before time (the date of completion in the agreement and in the project is 31-12-2027). In view of the above, the matters are reserved for orders suitably after 09-10-2025 based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed in the complaints."*

4. Pursuant to the aforesaid directions the complainant-promoter (in all 4 complaints) on 09-10-2025 has uploaded its written submissions on record of MahaRERA. Further the promoter on 08-10-2025 in sr.no. 3 has uploaded its rejoinder to the reply of the allottees (sr.no.3). However, the respondent- allottees (sr.nos.3) on 25-08-2025 and on 09-10-2025 have filed their reply and written arguments respectively through an email on record of MahaRERA. The same has been accepted and taken on record. However, despite specific directions being given by the MahaRERA, the respondent-allottees (sr.nos.1, 2 and 4) failed to upload/ file any reply, submission, on record of MahaRERA. The MahaRERA has perused the available record.
5. The complainant-promoter, by filing these 4 separate online complaints, have prayed for execution and registration of the deeds of cancellation of the said agreements for sale. The details of the flats booked by them, dates of agreements for sale, dates of possession, total consideration, consideration paid, and outstanding amounts are set out in the table below: -

Sr.no. Complaint no. Flat details (as per complaint copy) <b>(A)</b>	Agreement for sale (AFS)  Date of possession (DOP) <b>(B)</b>	Total Consideration (TC)  Consideration Paid (paid)  Outstanding amount <b>(C)</b>
1. CC12500250 Flat no. B-1901, Bldg-2	14/09/2023 (AFS) 31/12/2027 (DOP)	Rs.1,17,50,000/- Rs.41,87,700/-
2. CC12500251 Flat no.B-2101	27/04/2023 (AFS) 31/12/2027 (DOP)	Rs.1,27,00,000/- Rs.20,32,000/-
3.	09/03/2023 (AFS)	Rs. 1,17,24,000/-

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CC12500252 Flat no. B-1701	31/12/2027 (DOP)	Rs.41,03,427/-
4. CC12500253 Flat no. A-901	09/02/2023 (AFS) 31/12/2027 (DOP)	Rs.1,31,25,000/- Rs.32,56,250/-

6. It is the case of the complainant-promoter that it has duly registered the project under RERA and has filed the present complaints against the respondent-allottees (Sr. Nos. 1 to 4). The promoter has stated that the respondent-allottees expressed interest in purchasing their respective flats, pursuant to which they booked their units, paid substantial amounts, and executed registered agreements for sale, as detailed in the table at paragraph 5 above. The promoter has further stated that, under Clause 4.2 and Clause 5 of their respective agreements for sale, the respondent-allottees agreed to make timely payments towards the total consideration without delay or demur. Failure to make timely payments on the due dates, even after issuance of demand notices, constitutes default. The allottees are also liable to pay interest on delayed payments as per the agreements. Clause 5 additionally entitles the promoter to terminate the agreements in cases of persistent default. The promoter has submitted that it issued several reminder letters, demand notices, legal notices, and final termination notices to the allottees, all of which were duly served, but the allottees failed to respond or clear the outstanding dues. The promoter has further stated that the allottees' continued non-payment is causing financial burden and blocking inventory, especially when the project is already 54% complete. In view of the persistent default, the promoter has issued termination notices and terminated the allottees' agreements. Accordingly, the promoter seeks directions from MahaRERA to execute cancellation deeds of the agreements for sale pursuant to the final termination notices issued to the respondent-allottees.
7. The respondent-allottees at Sr. Nos. 1, 2 and 4 although have appeared for the hearings held in these complaints, they have failed to file any reply to these complaints despite directions.
8. However, respondent-allottees at Sr. No. 3 have filed their reply via email on 25-08-2025 and have denied the complainant-promoter's contentions in toto. They stated that the promoter is making unjustified demands and claiming interest thereon,

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without adhering to the agreed slab-wise payment schedule. They further stated that the commencement certificate was extended to 23 floors only on 19-06-2025. The allottees submitted that they are willing to pay the outstanding amounts upon sanction of their loan or upon making necessary financial arrangements, and this was duly communicated to the promoter. They also stated that the promoter had assured them that it would arrange a home loan, but failed to do so. They have further contended that the complaint is not maintainable as no cause of action has arisen and the promoter has no locus standi. They also alleged that the promoter failed to provide any documents under the Companies Act to establish its registration. The allottees additionally submitted that upon receiving the demand notice dated 25-04-2024 for slab-wise payment towards the 3rd slab, they were shocked to learn that even the 2nd slab was incomplete at that time, making the promoter's demand illegal and an attempt to extort money. Hence, they have prayed for dismissal of the complaint with costs.

9. The complainant-promoter has uploaded proof of service upon the respondent-allottees on the respective dates, as mentioned in the table below: -

Sr.nos. Complaint no.  (A)	Date of uploaded Affidavit of Service on record of MahaRERA.  (B)	email ids /address (as per complaint)  (C)	Termination notice date  (D)
1. CC12500250	19-02-2025	<a href="mailto:manavsingh98@yahoo.in">manavsingh98@yahoo.in</a>	30-04-2024
2. CC12500251	13-02-2025	rahool.s1987@hotmail.com	29-05-2024
3. CC12500252	13-02-2025	techprem@rediffmail.com <a href="mailto:shah.prem@gmail.com">shah.prem@gmail.com</a>	29-08-2024
4. CC12500253	13-02-2025	<a href="mailto:koderesiddhesh@gmail.com">koderesiddhesh@gmail.com</a>	11-06-2024 (cancellation letter)

10. The promoter filed its rejoinder to the reply of the allottees at Sr. No. 3 before MahaRERA on 08-10-2025, wherein it contended that the project registration on the MahaRERA portal already contains complete details of the company. It was stated that the allottees have paid only 35% of the total consideration, whereas the project is at an advanced stage of completion. The promoter denied having assured the allottees that it would procure a home loan for them and stated that the allottees are bound to fulfil their contractual obligations of timely payments under the registered

agreement for sale. The promoter further stated that stage-wise construction updates are regularly uploaded on the MahaRERA portal and that the project is likely to be completed by June 2026. It is the allottees who have defaulted in timely payments. Hence, the promoter prayed that the reliefs sought be granted.

11. The complainant-promoter (in all four complaints) uploaded its written arguments on 09-10-2025, reiterating the facts stated in the complaints. It emphasized that the allottees are defaulters for failing to make timely payments. The project is at an advanced stage and is 73% complete. Despite receiving demand notices, legal notices, and termination notices, the allottees (Sr. Nos. 1 to 4) failed to comply with their obligations under Clause 4.2 and Clause 5 of their respective agreements for sale. The promoter further submitted that allottees are responsible for arranging funds—whether through financial institutions or self-funding—to ensure timely payments. It stated that if the allottees wish to continue in the project, they must clear the outstanding dues along with applicable interest and GST within the stipulated time; failing which, the promoter seeks directions for execution and registration of cancellation deeds for the agreements for sale. With respect to Sr. No. 3, the promoter contended that the allottees were obligated to arrange financial facilities for a home loan and make payments accordingly.
12. Additionally, allottees at Sr. No. 3 filed their written arguments on 09-10-2025 via email, reiterating their earlier contentions and denying those of the promoter in toto. They stated that they have never refused to pay the outstanding amounts but are facing difficulties in procuring a home loan or arranging finances. They further contended that the complaint is not maintainable, alleging that the promoter is engaging in unfair trade practices and threatening cancellation of the allotted flat by issuing illegal demand notices. They also relied on the judgment in **Vidyadhar v. Manikrao, (1999) 3 SCC 573**, wherein it was held that non-payment of part of the sale consideration does not affect the validity of the sale.
13. The respondent-allottees although have appeared for the hearings held in these complaints (except in sr.no.4, wherein the allottees have failed to appear for the final

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hearing held in the said complaint), have failed to file their reply despite directions, except the allottees in sr.no.3. The promoter has also placed on record proof of service, including service of emails upon the respondent-allottees (as detailed in the aforesaid table at para no. 9), which demonstrates that copies of the complaints as well as the links for the virtual hearings were duly served upon the respondent-allottees at their registered email addresses (as provided by the complainant-promoter in these complaints and as detailed in para no. 9 above). This clearly indicates that the respondent-allottees ( except the allottees at Sr. No. 3), are not willing to contest these complaints. Hence, MahaRERA has no other alternative but to proceed to decide the said complaints ex parte against the respondent-allottees on merits.

14. The MahaRERA has examined the submissions made by the promoters and also perused the available record. In the present case by filing these complaints, the promoter herein, has approached MahaRERA mainly seeking reliefs under section 11(5) of the RERA for cancellation of the registered agreements signed with the allottees alleging the violation of section 19(6) of the RERA, by the respondent-allottees.
15. The promoter has mainly contended that the respondent allottees have not paid the outstanding dues as per the stage of the construction mentioned in the said agreements for sale signed on various dates (as detailed in the aforesaid table at para-no. 5 mentioned above). It has also contended that despite sending several intimation letters, demand letters, legal notices as per the stage of the construction in the said project, to the said allottees calling upon them to make the outstanding payments, the said allottees have failed to make the said payments to the promoter and have paid various amounts as per the detailed in column (D) of the aforesaid table at para-no.5 above. Hence, on account of the non-payment of the outstanding dues, the promoters have issued termination notice to them on various dates (as detailed in the aforesaid column (D) of the aforesaid table at para-no.9). However, they have failed to comply with the same and they have failed to make the said outstanding payments. The complainant-promoter has also contended that even though the

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respondent-allottees are making efforts for obtaining loans from financial institutions and have already got approval for the same, the interest portion for the delayed payments has to be borne by the respondent-allottees since the financial institutions will not sanction the same under the said loan. Hence, the promoter has approached the MahaRERA seeking cancellation of the said agreements for sale signed with the said allottees.

16. The promoter has served copies of the complaints upon the respondent-allottees and has also uploaded the proof of such service via email on the MahaRERA record on various dates, as reflected on the website. Although the respondent-allottees at Sr. Nos. 1 and 2 did not file any reply to the complaints, they expressed their willingness during the hearing held on 25-09-2025 to pay the outstanding dues to the complainant. However, except for the allottees at Sr. No. 3, the remaining allottees failed to appear and failed to file any reply. Hence, the contentions raised by the promoter in the complaints at Sr. Nos. 1, 2, and 4 remain undisputed and unchallenged.
17. The respondent allottees in complaint at Sr. No. 3 although have filed their reply raising various issues, they have admitted the said delay which is mainly due to their own difficulties in procuring the home loan. They also claimed that the complainant had assured them to get the home loan sanctioned.
18. Be that as it may, in the present case, admittedly, there are registered agreements for sale duly signed by both the parties (as detailed in the aforesaid table at para-no. 5 above), whereby the allottees have agreed to make the balance consideration towards the said flats booked by them in the promoter said registered project. However, despite having received several demand letters/ termination notices ( as applicable), issued by the promoter, as stated hereinabove, the respondent allottees have failed to make the balance payment.
19. Furthermore, despite specific directions issued to the respondent-allottees at Sr. Nos. 1, 2 and 4 during the course of the hearing, they failed to file any reply to the

complaints, nor did they set out any valid reason for non-payment of the outstanding dues. Further, the respondent-allottees at Sr. No. 3 have filed a reply; however, they have taken **a flimsy ground** to justify the delay in payment, namely that the complainant (promoter) had assured them that it would arrange for sanction of their home loan from the concerned bank. However, the said respondent-allottees have failed to produce any cogent documentary proof to substantiate this allegation. Moreover, the MahaRERA is of the considered view that sanction of a home loan depends solely on the financial eligibility of the borrower, and the promoter cannot be expected or compelled to secure such loan sanction. Although the respondent-allottees at Sr. No. 3 have stated that they are willing to make the outstanding payment along with applicable interest, they have still failed to furnish a valid explanation for the delay for non-payment of dues.

20. 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.”*

21. It is also necessary to peruse the relevant provisions of section 19(7) of the RERA. The said provisions reads 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)”.*

22. 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 are liable to make payment in accordance with the terms and conditions of the agreements for sale** signed on various dates (as detailed in the aforesaid table at para-no. 5 above), failing which

the promoter is entitled to terminate the said agreements for sale as per the provision of section 11 (5) of the RERA. Also, by not paying the outstanding dues as per the stage of the construction mentioned in the said agreements for sale, the allottees have violated the aforesaid provisions of section 19(6) of the RERA. Hence, the promoter is entitled to seek reliefs under the provisions of section 11(5) 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 allottees to comply with the provisions of sections 19(6) of the RERA.

23. In view of these facts, the allottees have failed to comply with their statutory obligation cast upon them under section 19(6) of the RERA to make the balance payment to the promoter as per the terms and conditions of the said agreements for sale signed by both the parties, which binds both the parties. Hence, they are liable to pay interest for the said delayed period of payment to the promoter as provided under section 19(7) of the RERA.
24. In view of these facts, the following order is passed: -
  - a. These complaints are hereby allowed.
  - b. In compliance of principles of natural justice, last opportunity is granted to the respondent allottees, to make necessary payment to the complainant promoter towards the booking of the said flats as per the terms and conditions of the agreements for sale 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. Failing to comply with the aforesaid directions at (b) above by the said allottees, the promoter would be entitled to terminate the said agreements for sale signed with the allottees in accordance with the terms and conditions of the said agreements for sale as per the provisions of section 11(5) of the RERA by exercising the forfeiture clause (for liquidated damages) as mentioned in the said agreements for sale (if any).

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- d. The said allottees shall also be liable to execute and sign the registered cancellation deeds for cancellation of the said agreements for sale within a further period of 30 days once they are called upon by the promoter to do so. Failing which appropriate penal action would be taken against the said allottees under section 67 of the RERA, if such non-compliance is brought to the notice of the MahaRERA by the promoter.

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



  
(Mahesh Pathak)

**Member - 1/MahaRERA**