

**BEFORE THE MAHARASHTRA
REAL ESTATE REGULATORY AUTHORITY, MUMBAI**

Hearing held through hybrid mode

1. COMPLAINT NO. CC006000000395937

1. SUNTECK REALTY LIMITED
2. DDPL GLOBAL INFRASTRUCTURE PRIVATE LIMITED
3. UNICORN INFRASTRUCTURE AND
ESTATES PVT. LTD COMPLAINANTS

VS

1. SAPNA ARJUN SOLANKI
2. ARJUN RAMESH SOLANKI ...RESPONDENTS

A/W

2. COMPLAINT NO. CC006000000395940

1. SUNTECK REALTY LIMITED
2. DDPL GLOBAL INFRASTRUCTURE PRIVATE LIMITED
3. UNICORN INFRASTRUCTURE AND
ESTATES PVT. LTD COMPLAINANTS

VS

MR. SATYANARAYAN GADDAM ...RESPONDENTS

A/W

3. COMPLAINT NO. CC006000000395941

1. SUNTECK REALTY LIMITED
2. DDPL GLOBAL INFRASTRUCTURE PRIVATE LIMITED
3. UNICORN INFRASTRUCTURE AND
ESTATES PVT. LTD COMPLAINANTS

VS

MR. SATYANARAYAN GADDAM RESPONDENTS

A/W

4. COMPLAINT NO. CC006000000395938

1. SUNTECK REALTY LIMITED
2. DDPL GLOBAL INFRASTRUCTURE PRIVATE LIMITED

3. UNICORN INFRASTRUCTURE AND
ESTATES PVT. LTD COMPLAINANTS

VS

MR. PRAMOD RAGHUNATH SONAR RESPONDENTS

A/W

5.COMPLAINT NO. CC006000000395939

1. SUNTECK REALTY LIMITED
2. DDPL GLOBAL INFRASTRUCTURE PRIVATE LIMITED
3. UNICORN INFRASTRUCTURE AND
ESTATES PVT. LTD COMPLAINANTS

VS

MR. PRAMOD RAGHUNATH SONAR RESPONDENTS

A/W

6. COMPLAINT NO. CC006000000197341

ASHISH KUMAR TIWARI COMPLAINANT

VS

SUNTECK REALTY LTD. RESPONDENTS

MAHARERA PROJECT REGISTRATION NO. P99000017606

Order

December 18th, 2025

(Date of hearing – 18.09.2025 and 06.11.2025 matter was reserved for order)

Coram: Manoj Saunik, Chairperson, MahaRERA

Adv. Rupesh Geete appeared for the Complainants at Sr. No. 1 to 3

None appeared for the Respondents at Sr. No. 1 to 3

Advocate Rupesh Geete for Complainants at Sr. No. 4 and 5

Advocate Gulnaz Khan for Respondents at Sr. No. 4 and 5

Complainant appeared in person at Sr. No. 6

Advocate Gayatri Tikale appeared for Respondent at Sr. no. 6

1. The complainants at Sr. Nos. 1 to 5 and respondents at Sr. No. 6 are the promoters 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 the project namely “Sunteck West World 1, Tivri, Naigaon East” under section 5 of the said Act bearing MahaRERA Project Registration No. P99000017606 (hereinafter referred to as the “said project”). The respondents at Sr. Nos. 1 to 5 and complainant at Sr. No. 6 are the allottees within the meaning of section 2(d) of the Act.

2. On the MahaRERA project registration web page the proposed date of completion is mentioned as 30.09.2023. The project has received occupation certificate dated 20.05.2022 bearing no. VVCMC/TP/O.C/SPA-VP-006/03/2022-23 issued by Vasai Virar City Municipal Corporation.
3. The complainants at Sr. No. 1 to 7 are seeking the following reliefs:

Sr. No.	Complaint No. and Date of filing	Relief sought
1.	CC006000000395937 27.05.2023	<p>a) <i>In light of the above, the Complainant, therefore, prays that: This Hon’ble Authority be pleased to declare that the Agreement for Sale dated 31st March 2021 bearing Registration No. Vasai-2-9322/2021 stands validly cancelled as per the requirements of section 11(5) of the Real Estate (Regulation & Development) Act, 2016 and consequently declared as cancelled.</i></p> <p>b) <i>This Hon’ble Authority be pleased to direct the Respondents (Allottees) to come forward and sign the deed of cancellation and attend the office of the sub-registrar of assurances to admit execution thereof and further complete all formalities regarding cancellation/termination of the above Agreement for Sale dated 31st March 2021 bearing Registration No. Vasai-2-9322/2021 within a period of 7 days.</i></p> <p>c) <i>This Hon’ble Authority be pleased to permit the Complainant in pursuance of the cancellation of the Agreement for Sale dated 31st March 2021 bearing Registration No. Vasai-2-9322/2021, recover the amount as computed by the Complainant after deducting the applicable cancellation charges, taxes as mentioned in the Agreement for Sale.</i></p> <p>d) <i>This Hon’ble Authority be pleased to direct the Respondents to hand over the Original Agreement for Sale dated 31st March 2021 and all other documents in</i></p>

		<p><i>their custody in respect of their booking of the said Flat to the Complainants.</i></p> <p><i>e) In the alternative to prayer clause (ii) above, if the Respondents fails to come forth to execute the Deed of Cancellation this Hon'ble Authority be pleased to appoint the Secretary MahaRERA or any other fit and proper officer to execute a deed of cancellation and admit execution thereof before the sub-registrar of assurances on behalf of the Respondents in respect of flat bearing number 2204 admeasuring 26.46 square mtrs. carpet area as per Act and 10.02 square mtrs. of other useable areas aggregating to 36.48 square mtrs. of the total useable area on the 22nd floor in the C Wing of the Building No. 1 in the "Sunteck - West World -1", having MahaRERA Registration No. P99000017606.</i></p> <p><i>f) This Hon'ble Authority be pleased to award Costs for the complaint; and</i></p> <p><i>g) For such further and other reliefs as this Hon'ble Authority may deem fit.</i></p>
<p>2.</p>	<p>CC006000000395940 27.05.2023</p>	<p><i>a) In light of the above, the Complainant, therefore, prays that: i. This Hon'ble Authority be pleased to declare that the Agreement for Sale dated 13th February 2019 bearing Registration No. Vasai-2-2062/2019 stands validly cancelled as per the requirements of section 11(5) of the Real Estate (Regulation & Development) Act, 2016 and consequently declared as cancelled.</i></p> <p><i>b) This Hon'ble Authority be pleased to direct the Respondent (Allottees) to come forward and sign the deed of cancellation and attend the office of the sub-registrar of assurances to admit execution thereof and further complete all formalities regarding cancellation/termination of the above Agreement for Sale dated 13th February 2019 bearing Registration No. Vasai-2-2062/2019 within a period of 7 days.</i></p> <p><i>c) This Hon'ble Authority be pleased to permit the Complainant in pursuance of the cancellation of the Agreement for Sale dated 13th February 2019 bearing Registration No. Vasai-2-2062/2019, recover the amount as computed by the Complainant after deducting the applicable cancellation charges, taxes as mentioned in the Agreement for Sale.</i></p> <p><i>d) This Hon'ble Authority be pleased to direct the Respondent to hand over the Original Agreement for Sale dated 13th February 2019 and all other documents in their custody in respect of their booking of the said Flat to the Complainants.</i></p> <p><i>e) In the alternative to prayer clause (ii) above, if the Respondent fails to come forth to execute the Deed of</i></p>

		<p><i>Cancellation this Hon'ble Authority be pleased to appoint the Secretary MahaRERA or any other fit and proper officer to execute a deed of cancellation and admit execution thereof before the sub-registrar of assurances on behalf of the Respondent in respect of flat bearing number 2003 admeasuring 26.46 square mtrs. carpet area as per Act and 10.02 square mtrs. of other useable areas aggregating to 36.48 square mtrs. of the total useable area on the 20th floor in the A Wing of the Building No. 1 in the "Sunteck - West World -1", having MahaRERA Registration No. P99000017606.</i></p> <p><i>f) This Hon'ble Authority be pleased to award Costs for the complaint; and</i></p> <p><i>g) For such further and other reliefs as this Hon'ble Authority may deem fit.</i></p>
3.	CC006000000395941 27.05.2023	<p><i>a) In light of the above, the Complainant, therefore, prays that: i. This Hon'ble Authority be pleased to declare that the Agreement for Sale dated 13th February 2019 bearing Registration No. Vasai-3-2063/2019 stands validly cancelled as per the requirements of section 11(5) of the Real Estate (Regulation & Development) Act, 2016 and consequently declared as cancelled.</i></p> <p><i>b) This Hon'ble Authority be pleased to direct the Respondent (Allottees) to come forward and sign the deed of cancellation and attend the office of the sub-registrar of assurances to admit execution thereof and further complete all formalities regarding cancellation/termination of the above Agreement for Sale dated 13th February 2019 bearing Registration No. Vasai-3-2063/2019 within a period of 7 days. .</i></p> <p><i>c) This Hon'ble Authority be pleased to permit the Complainant in pursuance of the cancellation of the Agreement for Sale dated 13th February 2019 bearing Registration No. Vasai-3-2063/2019, recover the amount as computed by the Complainant after deducting the applicable cancellation charges, taxes as mentioned in the Agreement for Sale.</i></p> <p><i>d) This Hon'ble Authority be pleased to direct the Respondent to hand over the Original Agreement for Sale dated 13th February 2019 and all other documents in their custody in respect of their booking of the said Flat to the Complainants.</i></p> <p><i>e) In the alternative to prayer clause (ii) above, if the Respondent fails to come forth to execute the Deed of Cancellation this Hon'ble Authority be pleased to appoint the Secretary MahaRERA or any other fit and proper officer to execute a deed of cancellation and admit execution thereof before the sub-registrar of assurances</i></p>

		<p>on behalf of the Respondent in respect of flat bearing number 2004 admeasuring 26.46 square mtrs. carpet area as per Act and 10.02 square mtrs. of other useable areas aggregating to 36.48 square mtrs. of the total useable area on the 20th floor in the A Wing of the Building No. 1 in the "Sunteck - West World -1", having MahaRERA Registration No. P99000017606.</p> <p>f) This Hon'ble Authority be pleased to award Costs for the complaint; and</p> <p>g) For such further and other reliefs as this Hon'ble Authority may deem fit.</p>
4.	CC006000000395938 27.05.2023	<p>a) This Hon'ble Authority be pleased to declare that the Agreement for Sale dated 25th July 2019 bearing Registration No. Vasai-3-11089/2019 stands validly cancelled as per the requirements of section 11(5) of the Real Estate (Regulation & Development) Act, 2016 and consequently declared as cancelled.</p> <p>b) This Hon'ble Authority be pleased to direct the Respondent (Allottees) to come forward and sign the deed of cancellation and attend the office of the sub-registrar of assurances to admit execution thereof and further complete all formalities regarding cancellation/termination of the above Agreement for Sale dated 25th July 2019 bearing Registration No. Vasai-3-11089/2019 within a period of 7 days.</p> <p>c) This Hon'ble Authority be pleased to permit the Complainant in pursuance of the cancellation of the Agreement for Sale dated 25th July 2019 bearing Registration No. Vasai-3-11089/2019, recover the amount as computed by the Complainant after deducting the applicable cancellation charges, taxes as mentioned in the Agreement for Sale.</p> <p>d) This Hon'ble Authority be pleased to direct the Respondent to hand over the Original Agreement for Sale dated 25th July 2019 and all other documents in their custody in respect of their booking of the said Flat to the Complainants.</p> <p>e) In the alternative to prayer clause (ii) above, if the Respondent fails to come forth to execute the Deed of Cancellation this Hon'ble Authority be pleased to appoint the Secretary MahaRERA or any other fit and proper officer to execute a deed of cancellation and admit execution thereof before the sub-registrar of assurances on behalf of the Respondent in respect of flat bearing number 1301 admeasuring 26.46 square mtrs. carpet area as per Act and 10.02 square mtrs. of other useable areas aggregating to 36.48 square mtrs. of the total useable area on the 13th floor in the A Wing of the</p>

		<p>Building No. 2 in the "Sunteck - West World -1", having MahaRERA Registration No. P99000017606.</p> <p>f) This Hon'ble Authority be pleased to award Costs for the complaint; and</p> <p>g) For such further and other reliefs as this Hon'ble Authority may deem fit.</p>
5.	CC006000000395939 27.05.2023	<p>a) This Hon'ble Authority be pleased to declare that the Agreement for Sale dated 25th July 2019 bearing Registration No. Vasai-3-11088/2019 stands validly cancelled as per the requirements of section 11(5) of the Real Estate (Regulation & Development) Act, 2016 and consequently declared as cancelled.</p> <p>b) This Hon'ble Authority be pleased to direct the Respondent (Allottees) to come forward and sign the deed of cancellation and attend the office of the sub-registrar of assurances to admit execution thereof and further complete all formalities regarding cancellation/termination of the above Agreement for Sale dated 25th July 2019 bearing Registration No. Vasai-3-11088/2019 within a period of 7 days.</p> <p>c) This Hon'ble Authority be pleased to permit the Complainant in pursuance of the cancellation of the Agreement for Sale dated 25th July 2019 bearing Registration No. Vasai-3-11088/2019, recover the amount as computed by the Complainant after deducting the applicable cancellation charges, taxes as mentioned in the Agreement for Sale.</p> <p>d) This Hon'ble Authority be pleased to direct the Respondent to hand over the Original Agreement for Sale dated 25th July 2019 and all other documents in their custody in respect of their booking of the said Flat to the Complainants.</p> <p>e) In the alternative to prayer clause (ii) above, if the Respondent fails to come forth to execute the Deed of Cancellation this Hon'ble Authority be pleased to appoint the Secretary MahaRERA or any other fit and proper officer to execute a deed of cancellation and admit execution thereof before the sub-registrar of assurances on behalf of the Respondent in respect of flat bearing number 1302 admeasuring 26.46 square mtrs. carpet area as per Act and 10.02 square mtrs. of other useable areas aggregating to 36.48 square mtrs. of the total useable area on the 13th floor in the A Wing of the Building No. 2 in the "Sunteck - West World -1", having MahaRERA Registration No. P99000017606.</p> <p>f) This Hon'ble Authority be pleased to award Costs for the complaint; and</p>

		g) For such further and other reliefs as this Hon'ble Authority may deem fit.
6.	CC006000000197341 20.06.2021	Refund of booking amount.

4. The captioned complaints were heard on 18.09.2025 and 06.11.2025 wherein the following roznama was recorded by this Authority:

Sr. no	Complaint No.	Roznama recorded
1.	CC006000000395937 (Was listed at Sr.No. 90)	<u>Sr. No. 88, 89, 91 and 92:</u> The respondents have filed their reply, and the complainants are at liberty to file their rejoinders if any.
2.	CC006000000395940 (Was listed at Sr. No. 93)	Adjourned to 06.11.2025 for final hearing.
3.	CC006000000395941 (Was listed at Sr. No. 94)	<u>Sr. No. 90, 93 and 94:</u> The matters are reserved for orders
4.	CC006000000395938 (Was listed at Sr. No. 56)	<u>Sr. No. 54, 56 and 57:</u> Heard both parties. The matters are reserved for orders.
5.	CC006000000395939 (Was listed at Sr. No. 57)	<u>Sr. No. 55:</u> This is the third consecutive absence of the complainant
6.	CC006000000197341 (Was listed at Sr. No. 54)	hence the matter is disposed due to lack of prosecution.

5. The brief facts of the complaints at Sr. Nos. 1 to 6 are as follows:

Sr no	Complaint No. & Date of filing	Unit No.	AFS ¹ date	Date of possession	Total Consideration	Termination Notice	Relief Sought
1.	CC006000000395937 27.05.2023	2204 - C Wing	31.03.2021	31.12.2021	Rs 31,34,259/-	04.07.2022	Cancellation of AFS
2.	CC006000000395940 27.05.2023	2003 - A Wing	13.02.2019	31.12.2021	Rs 27,65,500/-	30.04.2022	Cancellation of AFS

¹ AFS – Agreement for sale

3.	CC006000000395941 27.05.2023	2004 - A Wing	13.02.2019	31.12.2021	Rs. 27,65,500/-	30.04.2022	Cancellation of AFS
4.	CC006000000395938 27.05.2023	1301-A wing	25.07.2019 (as per submissions)	Not specified	Rs. 26,62,650/- (as per submissions)	14.07.2021	Cancellation of AFS
5.	CC006000000395939 27.05.2023	1302 - A wing	27.07.2019	30.09.2022	Rs. 26,62,650/-	14.07.2021	Cancellation of AFS
6.	CC006000000197341 20.06.2021	C1405 Building 1	Booking form - 16.03.2020 (as per submissions)	Not Specified	Rs. 42,000,00/-	15.02.2021	Refund of booking amount

6. The brief common submissions of the complainants at Sr. Nos. 1 to 6 are as follows:
- A. That the allottees/respondents at Sr. Nos. 1 to 5 approached the complainants for purchase of their respective units in the said project, and the complainants executed the corresponding agreements for sale in favour of each allottees.
 - B. That the complainants at sr. nos. 1 to 5 are the promoters of the said project and have filed individual complaints against the allottees/respondents at Sr. Nos. 1 to 5 seeking appropriate reliefs arising from repeated defaults of payment obligations under the registered agreements for sale.
 - C. The complainants' states that the occupation certificate dated 20.05.2022 was obtained and the respondents no. 1 to 5 were duly informed and called upon to pay the balance consideration, but they failed to comply.
 - D. That despite repeated reminders and intimation of impending cancellation, the respondents remained in default. Accordingly, the complainant/promoter terminated the respective agreements for sale of the respondent/allottees at Sr. Nos. 1 to 5 by termination letters dated 04.07.2022, 30.04.2022, 30.04.2022, 14.07.2021, 14.07.2021 respectively in accordance with the mutually agreed termination provisions. Further, the respondents neither challenged the cancellation nor cooperated in execution of the cancellation deed.
 - E. Therefore, in view of the continued breach, the complainants at Sr. Nos. 1 to 5 contend that the termination is valid, subsisting and compliant with section

- 11(5) of the Act. The respondents' continued default has prevented the complainants from selling the said units to any prospective purchaser, causing financial prejudice and affecting project funds required for timely completion.
- F. The complainant at Sr. No. 6 submits that he had initially booked flat No. 501 in the project 'Sunteck Maxx World' by paying Rs. 50,500/-. Thereafter, on the respondent/promoter's assurance that this amount would be adjusted against a fresh booking in the project 'Sunteck West World', he shifted his booking to flat No. 1405 in the said project and paid an additional Rs. 1,62,000/-. Despite repeated follow-ups, no confirmation of the said project booking was provided, and during the site visit, the complainant was informed that the said flat had been allotted to another allottee and that his name did not reflect in the system.
- G. Further, the complainant at Sr. No. 6, in his rejoinder, submits that the respondent misrepresented the availability of inventory, failed to adjust the earlier booking amount as promised, and later claimed that the matter was a "double booking" while still not refunding any amount.
7. The respondent at Sr. Nos. 1 to 3 have failed to appear and have not placed on record any written submissions or arguments to counter the claims of the complainants. The brief and common submissions of the respondent at Sr. Nos. 4, 5 and 6 are as follows:
- A. The respondents at Sr. Nos. 4 and 5, contend that the present proceedings result in multiplicity of litigation and have been filed with mala fide intent to harass them.
- B. Further the respondents submit that they have not committed any default and have, in fact, made substantial payments towards both flats. Pursuant to the complainant's demand letter dated 15.04.2021, they had deposited ten post-dated cheques of Rs. 2,00,000/- each, totalling Rs. 20,00,000/-, out of which only four cheques were encashed by the complainant/promoter without assigning any reason. They rely on email correspondence and letters to demonstrate that they repeatedly followed up regarding outstanding dues, project status, and

possession timelines, whereas the complainant failed to respond or encash the remaining cheques, thereby acting contrary to the agreed terms.

- C. It is their case that they have already paid more than 65% of the total consideration for each flat and remain ready and willing to perform their part of the registered agreements. Further they state that replies have been filed to the cancellation notices and clarified that any delay in payment was solely on account of the complainant's failure to cooperate and encash the cheques tendered. The complainant is attempting to cancel the agreements and resell the units despite their bona fide conduct.
- D. The respondent at Sr. No. 6 submits that the complaint at Sr. No. 6 is not maintainable as it improperly clubs disputes from two separate MahaRERA-registered projects. That the complainant at Sr. No. 6 is not an 'aggrieved person' having himself defaulted in both bookings, firstly in Maxx World-1, where he paid only Rs. 50,000/- and failed to comply with the payment schedule resulting in cancellation and forfeiture, and thereafter in the said project, where despite paying Rs. 1,62,000/- he did not adhere to the milestone-based payment terms or proceed with execution of the agreement for sale despite repeated reminders.
- E. Further it is submitted that cancellation intimations were duly issued on 18.01.2021 and 15.02.2021 in accordance with the booking terms, and the complainant's insistence on transfer of the earlier booking amount is untenable as the earlier booking already stood cancelled for default.
8. From the facts and submissions of the complainants, the issue before this authority for adjudication is *whether the complainants at Sr. Nos. 1 to 6 are entitled to the reliefs claimed under the provisions of the Act?*
9. Before moving to answer the issues framed hereinabove the following observations are noteworthy:
- A. That the said project has received occupation certificate dated 20.05.2022 bearing no. VVCMC/TP/O.C/SPA-VP-006/03/2022-23 issued by Vasai Virar

City Municipal Corporation which are applicable to the flats of the complainants at Sr. Nos. 1 to 6.

- B. It is observed that the respondents at Sr. Nos. 1 to 5 entered into duly registered agreements for sale with the complainant/promoter for respective flats in the said project.
- C. That the complainants at Sr. Nos. 1 to 5 issued multiple payment reminders and subsequently served termination notices dated 04.07.2022 to the respondent at Sr. No. 1, dated 30.04.2022 to the respondents at Sr. Nos. 2 and 3, and dated 14.07.2021 to the respondents at Sr. Nos. 4 and 5. As the respondents failed to clear the outstanding dues, the complainants terminated the respective agreements.
- D. It is observed that the respondents at Sr. Nos. 1 to 5 committed persistent defaults in making stage-wise payments despite repeated requests and notices. The complainant/promoter therefore invoked the right to terminate the allotment in accordance with their respective agreements.
- E. It is pertinent to note that the complainants at Sr. Nos. 1 to 5 have placed on record sufficient documentation, including payment reminders, termination notices, and legal notices, evidencing the steps taken to enforce their rights under the agreements for sale and to provide adequate opportunity to the respondents to cure the payment defaults.
- F. It is also observed that the respondents at Sr. Nos. 1 to 5 failed to perform their duty to respond to the notices, did not make the required instalment payments, and chose to remain absent during the proceedings. No material has been placed on record by the respondents to substantiate their claims of having fulfilled the payment obligations under the agreements.
- G. It is noted that the complainant at Sr. No. 4 has not placed on record the complete copy of the agreement for sale nor the relevant pages thereof. However, it is an undisputed fact that an agreement for sale was executed between the parties on 25.07.2019.
- H. It is noted that the respondents/allottees at Sr. Nos. 4 and 5 contend that they had deposited ten post-dated cheques of Rs. 2,00,000 each, aggregating to Rs.

20,00,000, and that the complainant/promoter encashed only four of these cheques without assigning any reason. However, upon perusal of the record, the respondents have not produced the alleged post-dated cheques, any receipts, or any proof of encashment. In the absence of supporting material, the claim remains unsubstantiated.

- I. It is pertinent to note that the complainant at Sr. No. 6 has placed on record a cancellation letter dated 16.03.2020. Although the booking form date is mentioned therein, the date on the form itself is illegible. As per the bank statement, the complainant has paid an amount of Rs. 1,62,000 (inclusive of taxes), which the respondent has also acknowledged in his email dated 20.11.2020. However, the respondent at Sr. No. 6 did not issue any confirmation or allotment letter to the complainant.
- J. It is also noted from the Respondent at Sr. No. 6's email that he has stated that, *"This is a double-booking case wherein client has not received any booking confirmation from our end, means 1C 1405 flat not reflecting in the name of Ashish Kumar. Kindly confirm the same and process for refund."* This indicates that the complainant is a bona fide purchaser and that the error rests with the respondent, who had himself instructed his staff to process the refund. Nevertheless, no refund has been affected till date. Instead, the respondent issued a cancellation letter dated 15.02.2021 stating that the amount paid by the complainant stands forfeited. Further, the booking form dated 16.03.2020, bears only the complainant's signature and is not signed by the respondent, and therefore cannot be construed as a binding agreement between the parties.
- K. It is noted that the complainant has paid Rs. 50,500/-, and as per the receipt on record, this amount pertains to the booking of a different flat in another project of the respondent. In the absence of any acknowledgment from the respondent to adjust this amount toward the flat in question, the claim constitutes a separate cause of action. Consequently, the Authority cannot adjudicate upon or grant relief in respect of that payment within the scope of the present complaint.

10. Further, the Authority shall examine the obligations of the allottees under the said Act. In this context it would now thus be imperative to examine section 19 of the said Act which deals with the rights and duties of the allottees. For ease of reference, section 19(6) is reproduced hereinbelow:

19. RIGHTS AND DUTIES OF ALLOTTEES

“(6) Every allottee, who has entered into an agreement for sale to take a flat, 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.”

11. The Authority observes that the respondents at Sr. Nos. 1 to 5 have failed to perform their duties of paying the balance instalments under the agreement for sale on time under section 19(6) of the Act. The respondents at Sr. Nos. 1 to 5 thus, are in violation of section 19(6).

12. In such a case, section 34(f) of the Act states the functions of the Authority, the section is reproduced herein below for ease of reference:

34. The functions of the Authority shall include –

“(f) to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder;”

13. Thus, one of the functions of the Authority is to ensure compliance of the obligations cast upon the allottees. The Authority finds that the complainant at Sr. Nos. 1 to 5 have terminated the agreements for sale after granting several opportunities to the respondents at Sr. Nos. 1 to 5 to make the remaining payment in terms of the agreements for sale. However, the respondents at Sr. Nos. 1 to 5 have failed to do so and, consequently, have not fulfilled the obligations imposed upon them under the agreements for sale.

14. The Authority holds that the termination of the agreement for sale by the complainant is valid under section 11(5) of the Act. Accordingly, the complainants at

sr. nos. 1 to 5 are directed to proceed with the termination of the agreements for sale, and the respondents at sr. nos. 1 to 5 are directed to execute the cancellation deed.

15. Therefore, after considering the aforementioned observations, provisions of the Act, facts of the case, submissions of the parties and the material placed on record, the Authority hereby concludes that in case of complaint at Sr. No. 6 it is the default of the respondent/promoter at Sr. No. 6 who neither rectified the error with respect to issue of double booking nor initiated the refund, and instead proceeded to issue payment reminders and cancellation notices, despite the complainant having sought a refund prior to the issuance of the cancellation letter. The complainant, being a bonafide purchaser, cannot be treated as a defaulter.
16. In view of the above observations the issue at paragraph no. 8 is answered in the **affirmative**.

FINAL ORDER

17. Therefore, after considering the aforementioned 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 complaints at Sr. Nos. 1 to 6 are **allowed**.
 - B. The complainants at Sr. Nos. 1 to 5 to take recourse of section 11(5) of the RERA Act for cancellation of the articles of agreements on account of failure by respondents at Sr. Nos. 1 to 5 to reply and to make agreed payments and the respondents at Sr. Nos. 1 to 5 are directed to execute the cancellation deed.
 - C. The complainants at Sr. Nos. 1 to 5 are directed to refund the amounts to the respondents at Sr. Nos. 1 to 5 strictly adhering to the covenants of the agreements for sale dated 31.03.2021, 13.02.2019, 13.02.2019, 25.07.2019 and 27.07.2019 respectively for respondents at Sr. Nos. 1 to 5.
 - D. If the respondents at sr. nos. 1 to 5 fail to appear for the execution of the said cancellation deeds, the complainants at sr. nos. 1 to 5 shall file non-execution (non-compliance) application against the respondents at sr. nos. 1 to 5 before this Authority for appropriate further action.

- E. The respondent/promoter at Sr. No. 6 is directed to refund the amount paid to them by the complainant at Sr. No. 6 towards the consideration of the said flat purchased in the project (*excluding amounts paid towards taxes and other charges such as stamp duty, registration fees and such other amounts paid to statutory authorities*) **within sixty (60) days** from the date of this order
- F. All other reliefs claimed by the complainants at Sr. Nos. 1 to 6 stand rejected, save and except what has been mentioned in paragraph 17(A) to 17(E) hereinabove.
- G. No order as to costs.

Manoj Saunik
Chairperson, MahaRERA

