

BEFORE THE MAHARASHTRA

REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through hybrid mode

COMPLAINT NO.: CC006000000396625

HEET BUILDERS PRIVATE LIMITED

...COMPLAINANT

Vs

MRS. BHARATI KONDAJI KANADE

...RESPONDENT

IN MahaRERA Project registration No. P51900017558

ORDER

May 25, 2026

(Date of hearing- 29.10.2025 – The matter was reserved for order)

CORAM: Ravindra Deshpande, Member II, MahaRERA

Advocate Priyanka Rane appeared for the complainant.

Advocate Amrin Khan appeared for respondent.

1. The complainant is the promoter within the meaning of Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016 (“Act”) of Real Estate Regulatory Authority (“RERA”) who has registered a Project namely ‘Hubtown Harmony A Wing’ under Section 5 of the said Act bearing MAHARERA Project Registration No. **P51900017558**. The respondent is an allottee and homebuyer within the meaning of Section 2(d) of the said Act.
2. On the MahaRERA Project registration webpage the proposed completion date is mentioned as 30.12.2024. The project received occupancy certificate on 12.08.2024.
3. The complainant is seeking following reliefs:
 - A. *The Hon'ble Authority be pleased to declare that the said Agreement executed between the Complainant and Respondent is duly terminated/revoked/cancelled under termination letter dated 16th June 2023 and the termination of the said Agreement is subsisting and valid in law and in accordance with due process of law.*
 - B. *The Hon'ble Authority be pleased to declare that the forfeiture/adjustment of Rs. 20,88,953/- (Rupees Thirteen Lakhs Forty Thousand Six Hundred and Three Only) against the mutually agreed liquidated damages in terms of the said*

Agreement and in terms of the said Termination Letter is in accordance with due process of law.

- C. *The Hon'ble Authority be pleased to direct the Respondent to execute and register the Deed of Cancellation in respect of the said Agreement or in the event the Respondent fails to come forward to execute and register the Deed of Cancellation then the Hon'ble authority be pleased to direct the officer/registrar of the court to register the deed of cancellation.*
- D. *Cost of this complaint.*
- E. *Any other reliefs as this Hon'ble Authority may deem fit and proper.*
4. The complaint was heard on 29.10.2025 wherein following roznama was recorded:

“Both parties are present. Both the Complainant's advocate and the respondent's advocate have uploaded Written Arguments. The advocate of the Complainant submitted that the termination is not a Unilateral termination of the agreement. Several notices were given to the Respondent to pay the amount, and the Respondent failed to pay the amount. As per the agreement, the lavatory is constructed in the northeast of the flat as per plan, and she did not object to it. The senior citizen is not a ground for not making payment on time. It is further submitted that the termination is validly done; therefore, the Complainant may be allowed. The advocate for the Respondent submitted that it is a unilateral cancellation of the agreement, the Complainant had agreed with the Respondent that a lavatory would not be built in the northeast bathroom, section 14 (2), there is a proviso i.e. which provides that normal fitting can be changed by the consent of the parties. Further, the Respondent submits that she is a senior citizen and a widow with no children, and that she is suffering from a kidney disease, due to which she was not able to pay the amount at the time, and she is now ready to pay a considerable amount. The matter is reserved for Orders.

5. Brief facts of the case are as follows:

Complaint no and filing date	Flat no	Date of AFS¹	Date of possession	Total consideration agreed	Reliefs sought
CC006000000396625 08.07.2023	107	24.06.2022	30.12.2024	Rs. 1,34,06,037	Cancellation of AFS

¹ AFS- Agreement for sale

6. Brief submissions of the complainant are as follows:
- A. The respondent agreed to purchase Flat No. 107 in the complainant's project under an Agreement for Sale dated 24.06.2022 for a total consideration of ₹1,34,06,037.
 - B. Out of the total consideration, the respondent has paid ₹71,30,000 (Rupees Seventy-One Lakhs Thirty Thousand Only) towards the purchase of the said premises to date.
 - C. The balance amount of ₹62,76,037 (Rupees Sixty-Two Lakhs Seventy-Six Thousand and Thirty-Seven Only) was agreed to be paid by the respondent in accordance with "Schedule 5" of the Agreement.
 - D. In addition to the total consideration, the respondent was liable to pay ₹1,07,028 (Rupees One Lakh Seven Thousand and Twenty-Eight Only) towards deposits and ₹4,10,649 (Rupees Four Lakhs Ten Thousand Six Hundred and Forty-Nine Only) towards other charges, as set out in "Schedule 6" of the Agreement.
 - E. It is pertinent to note that under Clauses 4.4 and 4.5 of the Agreement, timely payment by the respondent on the respective due dates was the essence of the contract.
 - F. The respondent failed to make payments as demanded through various demand letters. Upon receipt of the Part Occupation Certificate, the complainant issued a Demand Notice dated 18.11.2022, informing the respondent of the Occupation Certificate and calling upon them to take possession subject to payment of the balance consideration.
 - G. In view of persistent defaults, the complainant, in accordance with the terms of the Agreement, issued a pre-termination notice dated 11.03.2023 cautioning the respondent about termination.
 - H. After repeated demands, the complainant terminated the Agreement and forfeited ₹20,88,953 as liquidated damages, while expressing willingness to refund ₹50,41,047.
7. Brief submissions of the respondent are as follows:
- A. The Respondent is a widow with no children, a senior citizen, and a retired M.C.G.M. employee, residing alone. She purchased Flat No. 107 in the Complainant's project from her hard-earned savings for a total consideration of ₹1,34,06,037/- under an Agreement for Sale dated 24.06.2022.

- B. At the time of purchase and execution of the Agreement, the said flat was not shown to her; instead, another identical flat, A-207 on the second floor, was shown.
 - C. Upon inspecting Flat A-207, the Respondent discovered that a lavatory was located in the north-east bathroom. Being a religious person who follows Vastu Shastra, she objected, as Vastu Shastra prohibits a lavatory in the north-east corner of a house. She was further informed by Mr. Kunal, a salesperson of the Complainant, that a previous prospective buyer had refused to purchase Flat No. 107 on similar Vastu Shastra grounds.
 - D. In the first week of June 2024, the Respondent visited Flat No. 107 and was shocked to find it occupied by the Complainant's Project Manager, Shri Manoj Doshi. The flat was in a miserable condition, and its structure, including the lavatory, had been altered.
 - E. Due to deteriorating health, the Respondent was unable to monitor the progress of work. Upon inquiry, she learned that the Complainant had unilaterally cancelled the Agreement without serving any notice, in violation of RERA Regulations.
 - F. The Complainant further breached the Agreement by permitting third-party usage and occupation of the flat without adjudication or disposal of the pending termination application before the RERA Tribunal.
 - G. By allowing illegal usage and occupation of the flat and deriving benefit therefrom, the Complainant has violated RERA Regulations and is liable to pay damages to the Respondent.
8. *From the facts of the case and submissions of the parties, issue that needs to be examined is whether the complainant is entitled to seek reliefs under the Act?*
9. Before determining the issue framed at para-no 8 above the following common observations are noteworthy.
- A. The respondent has purchased Flat No. 107 for a total consideration of ₹1,34,06,037/- under an Agreement for Sale dated 24.06.2022.
 - B. The complainant has filed the present complaint seeking cancellation of the said Agreement on account of non-payment of the agreed consideration. The complainant has placed on record the said Agreement for Sale as evidence of the transaction between the parties.
 - C. The complainant states that the respondent has paid only ₹71,30,000/- and thereafter failed and neglected to make any further payment. The

complainant further submits that several demand notices were issued to the respondent calling upon her to make the balance payment.

- D. It is observed that the respondent, on the other hand, contends that she was unable to keep track of the progress of construction and raises grievance that the lavatory was not constructed in accordance with Vastu-Shastra. The respondent further alleges that it was the complainant who violated the provisions of the RERA Act by unilaterally cancelling the Agreement without adjudication and disposal of the application before this Authority. It is pertinent to note that the respondent has not placed on record any formal deed of cancellation of the subject flat in support of her contentions.
 - E. The respondent in her reply, particularly at point no. 18, states that she was and continues to remain willing to pay the balance consideration. However, she alleges that the complainant has breached the Agreement by constructing the flat not in accordance with the agreed terms.
 - F. The respondent has also placed on record a letter dated 01.07.2024 addressed to the complainant, wherein she expressed her willingness to pay the balance amount but categorically refused to pay any interest and also alleges that the flat is being used the flat as office premises by other party.
 - G. It is further observed that the respondent has filed a counterclaim against the complainant. In the said counterclaim, the respondent has sought directions to the complainant to accept the balance payment, to change the layout and location of the lavatory, and to hand over peaceful and vacant possession of the subject flat.
10. It is pertinent to note that under the said Agreement for Sale of the subject flat, time was of the essence of the contract. Any default in payment of the agreed consideration would result in termination of the contract, along with deduction of the agreed percentage of the total purchase price, in addition to liability for liquidated damages. Furthermore, as per Section 19(6) of the Act, it was the statutory duty of the allottee (respondent herein) to make timely payment of the consideration, without seeking exemption on account of age or other personal circumstances. While the Authority acknowledges

that the respondent may be suffering from ailments or other difficulties, the respondent, being a contracting party, remains bound by the mutually agreed terms of the contract. For ready reference, Section 19(6) of the Act is reproduced hereinbelow.

“Section 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.”

11. The respondent, in her counter claim, has prayed that the complainant (promoter herein) be directed to accept the balance consideration amount and to alter the layout of the lavatory. The same contention is reiterated in the formal reply dated 29.05.2025. It is pertinent to observe that this Authority has been constituted with the primary objective of ensuring transparency in the real estate sector and to provide speedy redressal of grievances arising out of transactions relating to the sale and purchase of flats/units. The respondent, however, is attempting to advance her case by filing a counter claim in a manner similar to proceedings before a civil court. It must be emphasized that this Authority, is not vested with the jurisdiction of a civil court to adjudicate substantial, comprehensive, or incidental contractual disputes between the parties. The scope of this Authority is limited to addressing disputes directly connected with the sale, purchase, resale, or workmanship/layout issues pertaining to the flat/units. Matters involving contractual modifications, alterations in layout, or other ancillary facilities fall outside the purview of this forum when raised in the form of a counter claim. If the respondent is genuinely aggrieved by the layout of the flat or any facilities attached thereto, she is always at liberty to institute a separate complaint before this Authority in accordance with RERA Act 2016. Such a course of action would ensure that the grievance is examined independently within the statutory framework,

without conflicting it with the present proceedings which are confined to the issues arising out of the complainant's claim.

12. It is also pertinent to note that, as per the letter dated 01.07.2024, the respondent has expressed her willingness to make the balance payment to the complainant. In view of this, the Authority is of the opinion that the respondent deserves to be afforded one opportunity to discharge the balance payment, particularly taking into account her advanced age and the health issues faced by her.
13. However, it is clarified that such indulgence shall not, in any manner, prejudice or curtail the complainant's contractual/statutory rights. The complainant shall continue to retain the right to terminate the agreement in accordance with its terms and conditions, and to claim or deduct liquidated damages in the event of any further defaults committed by the respondent. This direction is intended only to extend a fair opportunity to the respondent to comply with her obligations, without diluting the contractual remedies available to the complainant under law. Hence in view of above, the issue framed at para 7 above is **answered in the partially in the affirmative** subject to the payment of the balance consideration by the respondent within 60 days from the date of this order.

O R D E R

Therefore, after considering the provisions of the Act, submissions of the parties material placed on record, and the observations made, the Authority passes following order:

1. **The captioned complaint is partially allowed** for the reasons more specifically mentioned herein above.
2. The respondent is accorded a last opportunity to make payment of the balance consideration within **60 (sixty)** days from the date of this order. Upon settlement of all dues, the complainant shall hand over vacant and peaceful possession of the subject flat to the respondent.
3. In the event of failure by the respondent to make payment of the balance consideration within the stipulated period, the complainant shall be

entitled to terminate the Agreement for Sale dated 24.06.2022 and deduct liquidated damages strictly in accordance with its terms and conditions.

4. Upon termination of the said Agreement for Sale, the complainant shall execute the cancellation deed and place the same on record before this Authority.
5. In case the respondent failed to execute registered deed of cancellation, then the complainant is entitled to file non-compliance application before this Authority for execution of cancellation agreement as per order 50 of 2025 dt. 18.11.2025.
6. No orders as to costs.

**Ravindra Deshpande,
Member II, MahaRERA**

Date : 25.05.2026.