

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

**Virtual Hearing held through video conference as per MahaRERA Circular No.:
27/2020**

CORAM: Ravindra Deshpande, Member II, MahaRERA

Sr. No:- 1. COMPLAINT NO.: CC006000000354480

TRANSCON SHETH CREATORS PVT. LTD. ...COMPLAINANT

Vs

SANTOSH VIJAY VEER ...RESPONDENT

A/w

Sr. No:- 2 COMPLAINT NO.: CC006000000480190

TRANSCON SHETH CREATORS PRIVATE LIMITED
THROUGH HITESH LAD ...COMPLAINANT

Vs

1. PANKAJ CHOUDHARY
2. JYOTI CHOUDHARY ...RESPONDENT

MahaRERA Project registration No. P51800028533

FINAL ORDER

01.06.2026

(Date of hearing: 20.08.2025)

Adv. Sharanya Mahimtura present for the Complainant in Sr. No.1 and Sr. No.2

None present for Respondent in Sr. No.1 and Sr. No.2

1. The Complainant is a company registered under the Companies Act, 1956 and is engaged in the business of construction and development of residential and commercial real estate projects. The Complainant is also a registered promoter under the Real Estate (Regulation and Development) Act, 2016 in respect of the project namely "Auris Illaria - Tower A" situated at Borivali, Mumbai Suburban, Mumbai - 400064. The Respondents are a customer/allottee who approached the Complainant for purchase of a residential flat in the said project.

2. The Complainant in both the complaints has primarily sought directions against the respective Respondents to pay the outstanding sale consideration along with applicable taxes and interest calculated at MCLR + 2% till realization of the entire amount. In the alternative, the Complainant has sought declaration that the respective Agreements for Sale stand cancelled/terminated in the event of failure of the Respondents to make payment within the stipulated period. The Complainant has further prayed for permission to deal with or dispose of the respective flats to third parties without interference from the Respondents and for authorization in favour of the Secretary, MahaRERA or any other fit person to execute and register the deeds of cancellation on behalf of the Respondents. The Complainant has also sought costs of the proceedings and such other reliefs as this Hon'ble Authority may deem fit and proper in the interest of justice.

The Complainants are seeking the following reliefs:

Sr. No.	Complaint Nos.	RELIEFS SOUGHT
1	CC00600000354480	The Complainant has sought directions against the Respondent to pay an amount of Rs. 37,57,512/- towards outstanding dues including taxes together with interest amounting to Rs. 2,14,266/- calculated as per MCLR + 2%, aggregating to Rs. 39,71,778/- as on February 2023, along with further interest till realization of the entire amount.
2	CC006000000480190	The Complainant has sought directions against the Respondents to pay an amount of Rs. 1,25,48,703/- towards outstanding dues including taxes together with interest amounting to Rs. 19,30,869/- calculated as per MCLR + 2% as on April 2024, aggregating to Rs. 1,44,79,572/-, along with further interest till realization of the entire amount.

3. The brief details of the flats in the complaints are as follows:

SR. NO.	COMPLAINT NOS.	FLAT NO.	DATE OF BOOKING	DATE OF COMPLETION AS PER AFS	TOTAL CONSIDERATION	TOTAL AMOUNT PAID
1	CC00600000354480	Flat No. 4006, 40th Floor,	13.03.2021	31.03.2021 (Registered on 13.08.2021)	Rs. 88,00,000/-	Rs. 8,62,488/-

		admeasuring 388 sq. ft. carpet area along with one shared car parking space.		under Sr. No. 7125/2021)		
2	CC00600000480190	Flat No. 3609, 36th Floor, admeasuring 739.44 sq. ft. along with one car parking space	13.03.2021	31.03.2021 (Registered under Sr. No. 6483/2021)	Rs. 1,97,00,000/ -	Rs. 19,30,797/

The brief facts and submissions of the Promoter are as follows:

4. The complaints arise out of a common factual background wherein the respective Respondents approached the Complainant for booking residential flats in the project "Auris Illaria - Tower A". After allegedly visiting the project site and verifying approvals and permissions pertaining to the project, the Respondents expressed willingness to purchase the respective flats. Accordingly, Booking Sheets dated 13.03.2021 came to be executed between the parties and thereafter registered Agreements for Sale dated 31.03.2021 were executed in respect of the respective flats.
5. The Complainant has contended that under the terms and conditions of the respective Booking Sheets and Agreements for Sale, the Respondents had agreed to make timely payment of instalments towards sale consideration as per the agreed payment schedule. However, after making initial payments, the Respondents allegedly committed defaults in payment of further instalments despite repeated follow-ups and reminders issued by the Complainant.
6. The Complainant has further submitted that due to continuous defaults committed by the Respondents, several Notices of Interest dated 24.10.2021, 01.11.2021 and 10.11.2021 came to be issued in both the complaints calling upon the Respondents to clear overdue payments together with accrued interest. Under the said notices, the Respondents were specifically informed that failure to make payment would attract further interest at the rate of 9% per annum and may also result in cancellation/termination of the respective allotments.

7. The Complainant has further stated that since no satisfactory response was received from the Respondents despite repeated reminders and notices, Notices of Cancellation dated 16.12.2021 came to be issued in both the complaints granting final opportunity of 30 days to clear outstanding dues, failing which the respective bookings and Agreements for Sale were liable to stand terminated/cancelled without further notice.
8. The Complainant has further contended that despite repeated opportunities and indulgence granted by the Complainant, the Respondents failed to regularize payment defaults or execute deeds of cancellation. According to the Complainant, the conduct of the Respondents resulted in blockage of the respective flats since 2021, thereby causing financial loss, liquidity crunch and difficulties in repayment obligations towards lenders financing the project. The Complainant has further submitted that through its Advocates namely Lexicon Law Partners, legal notices came to be issued to the respective Respondents calling upon them to clear outstanding dues within stipulated time, failing which the Agreements for Sale would stand cancelled/terminated and amounts paid till date would stand forfeited in accordance with the terms of the Agreement for Sale. The Complainant has also stated that certain notices sent through RPAD were returned with postal remarks such as "address not found" and "Addressee Left", and thereafter the notices were forwarded through email.
9. According to the Complainant, despite repeated notices and opportunities, the Respondents failed to clear outstanding dues or execute cancellation deeds. The Complainant therefore contends that the Agreements for Sale remain valid and binding upon the Respondents and that the Respondents are under contractual obligation to make payment as per the agreed instalment schedules. Accordingly, the present complaints have been filed seeking directions against the Respondents to clear outstanding dues within stipulated period, or alternatively seeking declaration that the respective Agreements for Sale stand cancelled/terminated and that the Complainant be permitted to deal with or dispose of the respective flats to third parties without interference from the Respondents.

SR. NO	COMPLAINT NOS.	DISTINCT FACTS
1.	CC006000000354480	In the present complaint, the Respondent had made aggregate payment of Rs. 8,62,488/- towards Flat No. 4006. The Complainant has contended that after payment of the initial booking amount, no further

		<p>payments were received from the Respondent despite repeated reminders. It is further stated that as on February 2022, an amount of Rs. 37,57,512/- had become due and payable towards outstanding sale consideration. The Respondent thereafter addressed emails dated 05.03.2022 and 15.03.2022 expressing inability to make payments and alternatively seeking cancellation with refund. Subsequently, by email dated 11.04.2022, the Respondent unilaterally sought extension till March 2023 for making payments. The Complainant, by email dated 18.04.2022, called upon the Respondent to execute a deed of cancellation and informed that under the Agreement for Sale, the Complainant was entitled to forfeit 10% of the sale consideration together with brokerage charges. Thereafter, the Respondent allegedly withdrew his earlier decision of cancellation and stated that payments would be made only when funds became available. The Complainant has therefore contended that as on February 2023, an amount of Rs. 39,71,778/- comprising principal dues and interest calculated at MCLR + 2% remained outstanding and payable by the Respondent.</p>
2.	CC006000000480190	<p>In the present complaint, the Respondents had paid total amount of Rs. 19,30,797/- towards Flat No. 3609. The Complainant has specifically alleged that after execution of the Agreement for Sale, the Respondents issued three cheques of Rs. 5,00,000/- each and one cheque of Rs. 10,00,000/- towards further payment, however all the said cheques came to be dishonoured upon presentation. According to the Complainant, despite repeated requests to issue fresh cheques or make payment through online banking, no payment was received thereafter. The Complainant has further contended that as on April 2024, an amount of Rs. 1,25,48,703/- together with accrued interest amounting to Rs. 19,30,869/- calculated at MCLR + 2% remained due and payable by the Respondents aggregating to Rs. 1,44,79,572/- . The Complainant has also relied upon an order dated 04.02.2021 passed by MahaRERA in Complaint No. CC006000000171899 in the matter of M/s. Skystar Buildcon Private Limited, wherein according to the Complainant, in similar</p>

		circumstances the allottee was directed either to clear outstanding dues or face cancellation/termination of booking.
--	--	---

10. The matters were listed for hearing on 22.07.2025, wherein the Advocate for the Complainant was present in both the complaints, whereas the respective Respondents remained absent despite due service of the hearing notice and hearing link. It was noted from the previous roznama dated 08.05.2025 that none had appeared on behalf of the respective Respondents even on the earlier occasion and therefore both the matters had proceeded ex-parte against the Respondents.
11. The Advocate for the Complainant submitted that written arguments had already been uploaded in connected matters and hard copies thereof had also been forwarded through email. The Complainant was directed to upload written arguments in the respective matters wherever the same had not already been uploaded. It was further submitted on behalf of the Complainant that the Complainant is the promoter, and the present complaints have been filed seeking cancellation of the respective Agreements/Deeds. Thereafter, the matters were reserved for orders.
12. The complaints in Complaint Nos. CC00600000354480 and CC00600000480190 arise from a common factual background pertaining to the project "Auris Illaria - Tower A" situated at Borivali/Malad (West), Mumbai, developed by the Complainant promoter registered under the Real Estate (Regulation and Development) Act, 2016. In both matters, the respective Respondents approached the Complainant in or around February-March/April 2021 for booking residential flats in the said project after inspecting the project and verifying the approvals and documents. Booking Sheets dated 13.03.2021 were executed between the parties, pursuant to which initial booking amounts were paid by the Respondents. Thereafter, registered Agreements for Sale dated 31.03.2021 were executed before the Sub-Registrar of Assurances containing payment schedules and contractual obligations requiring the Respondents to make payments in instalments.
13. The Complainant has commonly contended in both complaints that after making the initial payments, the Respondents committed persistent defaults in payment of further instalments despite repeated reminders, follow-ups,

interest letters and notices issued by the Complainant. It is further contended that the Complainant issued cancellation notices dated 16.12.2021 granting final opportunities to clear outstanding dues, failing which the Agreements for Sale would stand terminated/cancelled. According to the Complainant, despite several opportunities and legal notices, the Respondents neither regularized the outstanding dues nor executed Deeds of Cancellation. The Complainant has alleged that such conduct caused severe financial prejudice by blocking the respective flats without payment, thereby adversely affecting project liquidity, timelines and repayment obligations towards lenders.

14. The Complainant has further emphasized in both complaints that the Agreements for Sale are valid and binding and that the Respondents are obligated either to make payment of outstanding dues together with interest or execute cancellation deeds. It is also contended that the Respondents failed to file Affidavits in Reply and remained absent during the proceedings, as a result of which both matters proceeded ex parte by order dated 08.05.2025. The Complainant has additionally submitted that more than 75% of the project work has already been completed and that the contractual possession date under the Agreements is 30.04.2027, and therefore there is no delay attributable to the promoter. The Complainant has accordingly sought directions directing the Respondents to pay outstanding dues together with interest at MCLR + 2% till realization, failing which the Agreements for Sale be declared cancelled and the Complainant be permitted to sell the flats to third parties, including appointment of the Secretary of MahaRERA or any fit person to execute cancellation deeds on behalf of the Respondents. The Complainant has also relied upon the decision in Transcon Sheth Creators Pvt. Ltd. v. Aparna Jadhav & Anr., Complaint No. CC00600000303485 dated 30.08.2024 in support of the reliefs sought.

SR. NO.	COMPLAINT NO	DISTINCT CONTENTIONS
1	CC00600000354480	The present complaint pertains to Flat No. 4006 on the 40th Floor admeasuring 388 sq. ft. carpet area along with one shared car parking space. The Respondent initially paid Rs.8,62,488/- towards booking and thereafter failed to make further payments under the Agreement for Sale dated 31.03.2021 executed for a total consideration of Rs.88,00,000/-. The Complainant has specifically relied upon several email communications exchanged between March and April 2022 wherein the

		<p>Respondent expressed financial inability to continue payments, sought extension till March 2023, alternatively requested cancellation with refund, thereafter withdrew the cancellation request, and ultimately stated that payments would be made only when funds became available. The Complainant has emphasized that the Respondent adopted inconsistent and contradictory stands, thereby intentionally delaying both payment obligations and cancellation formalities. As on February 2023, the Complainant claimed an amount of Rs.37,57,512/- together with accrued interest of Rs.2,14,266/-, aggregating to Rs.39,71,778/-. The Complainant has additionally contended that under the Agreement for Sale it is entitled to forfeit 10% of the sale consideration along with brokerage charges in the event of cancellation.</p>
2	CC006000000480190	<p>The present complaint pertains to Flat No. 3609 on the 36th Floor admeasuring 739.44 sq. ft. along with one car parking space. The Respondents initially paid Rs.19,30,797/- towards the flat consideration under the Agreement for Sale dated 31.03.2021 executed for a total consideration of Rs.1,97,00,000/-. The Complainant has specifically alleged that after execution of the Agreement, the Respondents issued 3 cheques of Rs.5,00,000/- each and 1 cheque of Rs.10,00,000/- towards further payments, all of which were dishonoured upon presentation. Despite telephonic follow-ups and requests to replace the dishonoured cheques or make online payments, the Respondents failed to respond or regularize the dues. The Complainant has further contended that the Respondents continued to remain in prolonged default despite repeated notices, including legal notices dated 10.11.2022 and 12.05.2023 demanding substantial outstanding amounts. As on April 2024, the Complainant claimed that Rs.1,25,48,703/- together with accrued interest of Rs.19,30,869/- was due and</p>

		payable by the Respondents. The Complainant has additionally emphasized that in the final legal notice it specifically invoked forfeiture of Rs.19,70,000/- being 10% of the agreement value in the event of cancellation of the allotment.
--	--	---

15. Considering the above facts, following points arise from my determinations. My findings thereon recorded as under for the reasons stated below:-

Points

SR. NO	POINTS	FINDINGS
1	Whether the Complainants is entitled to the relief claimed?	Affirmative
2	What Order?	As per final order

16. I have carefully considered the pleadings, documents placed on record, written submissions, Agreements for Sale, notices issued by the Complainant, and the contentions advanced in both Complaint Nos. CC00600000354480 and CC00600000480190. Since both complaints arise out of a common factual matrix pertaining to the same project namely "Auris Illaria - Tower A" and involve substantially identical issues relating to payment defaults by the respective allottees, both the complaints are being disposed of by this common order for the sake of convenience, consistency and judicial economy.

17. It is not in dispute that the Complainant is the registered promoter of the project bearing MahaRERA Registration No. P51800028533 and that the respective Respondents are "Allottees" within the meaning of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act"). It is also undisputed that the respective Agreements for Sale dated 31.03.2021 were duly executed and registered between the parties. The Agreements for Sale therefore constitute binding contractual obligations enforceable against both parties.

18. Upon perusal of the material placed on record, it is evident that the Respondents admittedly paid only partial consideration amounts towards their

respective flats. In Complaint No. CC006000000354480, the Respondent paid Rs.8,62,488/- against the agreed consideration of Rs.88,00,000/-. Similarly, in Complaint No. CC006000000480190, the Respondents paid Rs.19,30,797/- against the agreed consideration of Rs.1,97,00,000/-. Thereafter, substantial defaults occurred in payment of further instalments despite repeated reminders, demand notices and legal notices issued by the Complainant.

19. The documents on record further establish that the Complainant issued multiple notices including Notices of Interest dated 24.10.2021, 01.11.2021 and 10.11.2021, followed by Notices of Cancellation dated 16.12.2021 granting final opportunities to regularize the outstanding dues. The said notices specifically informed the Respondents that continued defaults would attract interest and may result in cancellation of the allotments. The record further indicates that the Complainant thereafter issued legal notices through its Advocates calling upon the Respondents to clear outstanding dues within stipulated periods.
20. Insofar as Complaint No. CC006000000354480 is concerned, the Respondent himself addressed various emails expressing inability to continue payments and at one stage even sought cancellation with refund. The subsequent conduct of the Respondent in seeking extension till March 2023 and thereafter withdrawing the cancellation request while simultaneously stating that payments would be made only when funds became available clearly establishes uncertainty and unwillingness on the part of the Respondent to honour the contractual obligations. Such inconsistent conduct cannot prejudice the legitimate commercial and contractual rights of the promoter. In Complaint No. CC006000000480190, the conduct of the Respondents assumes greater seriousness in as much as cheques admittedly issued towards further instalments came to be dishonoured upon presentation. Despite repeated opportunities granted by the Complainant to replace the dishonoured cheques or make payment through alternative banking modes, the Respondents failed to regularize the defaults. Dishonour of cheques issued towards contractual payments reflects continued breach of payment obligations under the Agreement for Sale.
21. It is pertinent to note that despite due service of notices and hearing links, the respective Respondents failed to appear before this Authority and also failed to file any Affidavit in Reply rebutting the allegations made by the Complainant. Consequently, by order dated 08.05.2025, both the complaints proceeded ex parte against the Respondents. In absence of any rebuttal

evidence, the averments made by the Complainant supported by documentary record remain substantially uncontroverted.

22. At this stage, it is necessary to consider the rights and obligations of the parties under the provisions of the said Act. Under Section 19(6) of the said Act, every allottee is obligated to make necessary payments in the manner and within the time specified under the Agreement for Sale. Correspondingly, Section 11 of the said Act casts obligations upon the promoter to carry out development in accordance with sanctioned plans and contractual timelines. The scheme of the Act therefore recognizes reciprocal obligations between the promoter and allottee. An allottee who seeks enforcement of contractual rights is equally bound to comply with contractual payment obligations.
23. The material placed on record indicates that the project is ongoing and the contractual possession date under the Agreements for Sale is 30.04.2027. The Complainant has specifically contended that more than 75% of the project work has already been completed and there is no delay attributable to the promoter as of the present date. There is no material on record to establish any breach on part of the Complainant in relation to the agreed possession timeline. Therefore, the defaults in the present matters are primarily attributable to non-payment by the respective Respondents.
24. The Maharashtra Real Estate Regulatory Authority has consistently held in various decisions that persistent default in payment of instalments by allottees adversely affects project cash flow, financial planning and completion obligations of the promoter. The MahaRERA Circulars and regulatory framework under the Act recognize the importance of maintaining financial discipline in real estate projects so as to ensure orderly project execution and protection of interests of all stakeholders. A promoter cannot be indefinitely compelled to keep units blocked where the allottee persistently defaults in payment obligations despite repeated opportunities.
25. The Complainant has relied upon the decision of this Authority in *Transcon Sheth Creators Pvt. Ltd. v. Aparna Jadhav & Anr.*, Complaint No. CC006000000303485 dated 30.08.2024 and also the order passed in *M/s. Skystar Buildcon Private Limited* in Complaint No. CC006000000171899. The principle emerging from the aforesaid decisions is that where allottees continuously default in payment obligations and fail to regularize dues despite repeated notices, the promoter is entitled either to seek payment of outstanding dues

with interest or to terminate the allotment in accordance with the Agreement for Sale and applicable provisions of law.

26. Having regard to the overall facts and circumstances of the present case, this Authority is satisfied that the Complainant has successfully established that the respective Respondents committed substantial, continuous and persistent defaults in payment obligations under the respective Agreements for Sale despite repeated notices, reminders and opportunities granted by the Complainant. The documentary material placed on record clearly demonstrates that the Respondents failed to honour their contractual obligations and also failed to contest the proceedings before this Authority despite due service.
27. The provisions of Section 19(6) of the said Act cast a statutory obligation upon every allottee to make necessary payments in the manner and within the time stipulated under the Agreement for Sale. The repeated and prolonged defaults committed by the Respondents are therefore contrary not only to the contractual obligations undertaken by them but also to the statutory framework governing real estate transactions under the said Act. The Maharashtra Real Estate Regulatory Authority has consistently held that while the provisions of the said Act are intended to protect the interests of allottees, the same equally require adherence to financial discipline and reciprocal contractual obligations by the allottees. Persistent payment defaults by allottees adversely affect project execution, financial planning and obligations of the promoter towards other stakeholders and financial institutions. In the present case, there is no material placed on record to establish any delay attributable to the Complainant promoter as the contractual possession date itself is 30.04.2027 and the project is stated to be substantially completed.
28. In view of the above discussion, this Authority is of the considered opinion that the Complainant is entitled to recovery of the outstanding consideration amounts together with applicable interest in accordance with the Agreements for Sale. Accordingly, the respective Respondents are liable to pay the outstanding dues together with accrued interest as claimed by the Complainant, subject to due adjustment and reconciliation of accounts in accordance with law.
29. At the same time, considering the prolonged and continuous defaults committed by the Respondents and their failure to regularize the dues despite

repeated opportunities, this Authority is also of the view that the Complainant cannot be compelled to indefinitely keep the respective flats blocked. Therefore, in the event the Respondents fail to comply with the payment directions within the stipulated period, the Respondents shall execute necessary Deeds of Cancellation in respect of the respective flats in favour of the Complainant. Upon such cancellation, the Complainant shall be entitled to deal with and dispose of the respective flats in accordance with law and the terms of the Agreements for Sale.

30. Further, in the event of failure or non-cooperation on the part of the Respondents in execution and registration of the Deeds of Cancellation, the Complainant shall be at liberty to take recourse to MahaRERA Circular No. 50/2025 issued in April 2025 pursuant to the judgment of the Hon'ble Bombay High Court, whereby MahaRERA has been authorized to appoint an officer for execution and registration of cancellation deeds on behalf of defaulting allottees who fail to comply with their contractual obligations and directions issued by this Authority.
31. In view of the aforesaid discussion, the respective Respondents are directed to pay the outstanding consideration amounts together with applicable interest to the Complainant within a period of 30 days from the date of this Order. In the event the respective Respondents fail to make payment within the stipulated period, the respective Respondents shall execute and register the necessary Deeds of Cancellation in respect of the subject flats within a further period of 60 days. In the event of failure to execute the Deeds of Cancellation, the Complainant shall be at liberty to take appropriate steps for enforcement of this Order in accordance with law and MahaRERA Circular No. 50/2025. Accordingly, Point No. 1 is answered in the Affirmative, and this authority proceeds to pass the following order:-

O R D E R

1. The Complaint No. CC00600000354480 and Complaint No. CC00600000480190 are allowed as follows:
2. In Complaint No. CC00600000354480, the Respondent is directed to pay to the Complainant an amount of **Rs. 37,57,512/-** (Rupees Thirty-Seven Lakh Fifty-Seven Thousand Five Hundred and Twelve Only) towards outstanding sale consideration together with applicable interest thereon at the Highest Marginal Cost of Lending rate (MCLR) of State Bank of India +

2% as per the provisions of Rule 18 of Maharashtra Real Estate (Regulations and Development) (Registration of real estate project, registration of real estate agent, rates of interest and disclosure on website) Rules, 2017.

3. In Complaint No. CC006000000480190, the Respondents are jointly and severally directed to pay to the Complainant an amount of **Rs. 1,25,48,703/-** (Rupees One Crore Twenty-Five Lakh Forty-Eight Thousand Seven Hundred and Three Only) towards outstanding sale consideration together with applicable interest thereon at the Highest Marginal Cost of Lending rate (MCLR) of State Bank of India + 2% as per the provisions of Rule 18 of Maharashtra Real Estate (Regulations and Development) (Registration of real estate project, registration of real estate agent, rates of interest and disclosure on website) Rules, 2017.
4. In the event of non-payment of the outstanding consideration amount together with interest, as ordered in Paragraph Nos. 2 & 3 above, the Complainant is entitled to proceed as per provisions of Section 11(5) of RERA Act to cancel the allotment in terms of the Agreement for Sale.
5. Upon cancellation of the respective Agreements for Sale, the Complainant shall be entitled to retain, deduct and/or forfeit such amounts as may be permissible under the terms and conditions of the respective Agreements for Sale and applicable law. After adjustment of such permissible deductions and forfeiture, the balance amount, if any, shall be refunded to the respective Respondents in accordance with the terms of the Agreements for Sale and applicable law.
6. In the event of failure, refusal or non-cooperation on the part of the respective Respondents in execution and registration of the Deeds of Cancellation, the Complainant shall be at liberty to invoke MahaRERA Circular No. 50/2025 issued in November 2025 and seek appropriate directions for appointment of an authorized officer for execution and registration of the cancellation deeds on behalf of the defaulting Respondents.
7. The Respondents are directed to clear all kind of encumbrances with respect to the said flats.

8. Upon cancellation of the Agreements, the Complainant shall be entitled to deal with transfer, sell, allot, or otherwise dispose of the respective flats to any prospective purchaser(s).
9. The Complainant is directed to bear the cost of the cancellation deed.
10. Both the parties bear their own cost.

(Ravindra Deshpande)
Member II, MahaRERA

Date: - 01.06.2026