

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

Hearing held through hybrid mode

COMPLAINT NO.: CC12601461

NAVNATH BALWANT PAWAR

...COMPLAINANT

VS

ARISTONE BUILDERS

...RESPONDENT

MAHARERA PROJECT REGISTRATION NO. P51700077328

Order

September 10th, 2026

(Date of hearing – 31.08.2026 matter was reserved for order)

Coram: Manoj Saunik, Chairperson, MahaRERA

The complainant appeared in person

A representative of the respondent appeared for the Respondent

1. The complainant is a home buyer and allottee within the meaning of section 2(d) 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**”) and the respondent is the promoter within the meaning of Section 2 (zk) of the said Act who has registered the project namely “**THE HYDE PARK**” under section 5 of the said Act bearing **MAHARERA project registration No. P51700077328** (hereinafter referred to as the “project”).
2. On the MahaRERA project registration webpage, the proposed date of completion is 31.12.2029. The project is yet to receive the occupation certificate.
3. The complainants are seeking the following reliefs:
“Heard both parties. The matter is reserved for order.”
4. The complaint was heard on 31.08.2026, wherein the following roznama was recorded by this Authority:

“Have booked flat number 801 due to some family reason; need to cancel the booking. The builder is giving false claims and is not cancelling and refunding my money.”

5. The brief facts in the complaint are as follows:

COMPLAINT NO. & DATE OF FILING	FLAT NO.	DATE OF AFS	DATE OF POSSESSION AS PER AFS ¹	TOTAL CONSIDERATION	RELIEF SOUGHT
CC12601461 16.03.2025	801 (as per the allotment letter)	24.09.2025	AFS not uploaded in its entirety	AFS not uploaded in its entirety	Cancel the allotment, Refund of the amount paid.

6. The brief submissions of the complainant are as follows:

- A. The complainant submits that they booked flat no. 801 through provisional allotment letter dated 06.06.2025 and thereafter executed the agreement for sale dated 24.09.2025 for a total consideration of Rs. 95,00,000/-. They paid an aggregate amount of Rs. 1,01,11,700/- towards the agreement value, GST, TDS, stamp duty and registration charges. The agreement for sale was registered vide registration No. 18526/2025.
- B. The complainant submits that the respondent had initially assured possession by 2026 using fast-track Mivan technology, but subsequently shifted the possession timeline to end-2027 and thereafter end-2028, while the MahaRERA completion date is December 2029. Construction has progressed only up to three floors and had remained stalled for approximately two months prior to filing of the complaint.
- C. The complainant further submits that the amounts paid were not credited to the mandatory RERA-designated project account. A refund cheque of Rs. 20,00,000/- issued by the respondent was initially dishonoured for insufficient funds and was cleared only upon re-presentation following the MahaRERA complaint.

¹ AFS – Agreement for sale

D. The respondent has refunded only Rs. 30,00,000/-, leaving approximately Rs. 80,00,000/- outstanding, inclusive of GST, TDS and other taxes. In view of the stalled construction, failure to honour commitments and non-refund of the balance amount, the complainants seek immediate refund along with applicable interest.

7. The brief submissions of the respondent are as follows:

- A. The respondent submits that the complainants booked flat no. 801, admeasuring 74.38 sq. Mtrs., on the 8th floor of the building known as "The Hyde Park" on 11.03.2025 for an agreed consideration of Rs. 1,01,95,000/- excluding taxes, pursuant to which an agreement for sale dated 24.09.2025 was executed and registered.
- B. The respondent submits that the complainants sought cancellation and refund of the amount paid towards the subject flat vide letter dated 25.07.2026. The respondent contends that, since the project is under construction, refunding the entire amount at once would adversely affect the day-to-day activities and progress of the project.
- C. The respondent further submits that negotiations were held between the parties from March 2026, during which a substantial discount was offered to the complainants, subject to 100% payment towards the subject flat. It was thereafter agreed that the respondent would account for 45% of the cost of the flat and refund the balance amount of Rs. 49,12,250/- to the complainants, with further payments to be made in accordance with the progress of construction.
- D. The respondent submits that, in July 2026, the complainants sought refund of the entire amount. The respondent states that an immediate refund of the entire amount was not possible as substantial funds were required to ensure completion of the project within the prescribed timelines and such refund would jeopardise the ongoing construction work.
- E. The respondent submits that an amount of Rs. 30,00,000/- has already been refunded to the complainants and that it is ready and willing to refund the

outstanding amount after deducting GST, TDS, stamp duty, registration charges and 2% of the cost of the unit, as provided under clause 9(i)(4) of the MahaRERA proforma allotment letter. The respondent further submits that the balance amount may be refunded in instalments, with the final instalment payable upon execution of the cancellation deed.

8. From the facts and submissions of the complainants, the issue that needs to be examined is *whether the complainant is entitled to seek any reliefs under the Act?*

9. Before moving to answer the issues framed hereinabove, the following observations are noteworthy:

- A. It is observed that the complainant booked the subject flat pursuant to the provisional allotment letter dated 06.06.2025 and thereafter executed the agreement for sale dated 24.09.2025, which was registered under Serial No. 18526/2025. However, the entire agreement for sale has not been uploaded/placed on record. It is further observed through the receipts that the complainant has paid a substantial amount towards the subject flat.
- B. It is noted that the complainant sought cancellation of the allotment vide letter dated 01.04.2026. Subsequently, vide letter dated 08.08.2026, the complainant referred to medical reasons and the consequent need for funds and accordingly requested refund of the amount paid.
- C. It is further observed that various communications have been exchanged between the parties regarding the refund of the amount paid towards the subject flat. It is observed that the respondent, vide letter dated 25.07.2026, stated that an amount of Rs. 30,00,000/- had already been refunded to the complainant, which has also been acknowledged by the complainant.
- D. However, it is observed that, in the respondent's submissions, the respondent has stated that it is ready and willing to refund the outstanding amount after deducting GST, TDS, stamp duty, registration charges, and an amount equivalent to 2% of the cost of the said unit towards cancellation

charges, in terms of Clause 9(i)(4) of the MahaRERA Proforma Allotment Letter.

10. Moving ahead to examine the issue framed at para no. 8, it is necessary to consider the circumstances in which the complainants sought cancellation of the allotment and the applicability of the cancellation terms contained in the MahaRERA Proforma Allotment Letter issued vide MahaRERA Order No. 35/2022 dated 12/08/2022. It is noted that Clause 9(i) of the MahaRERA Proforma Allotment Letter prescribes the deductions applicable upon cancellation of booking. The relevant table is reproduced hereinbelow for ease of reference:

Sr. No.	If the letter requesting to cancel the booking is received	Amount to be deducted
1.	within 15 days from issuance of the allotment letter;	Nil
2.	within 16 to 30 days from issuance of the allotment letter;	1% of the cost of the said unit
3.	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said unit
4.	after 61 days from issuance of the allotment letter.	2% of the cost of the said unit

11. In the present case, the complainant sought cancellation after 61 days from the issuance of the provisional allotment letter. Therefore, the cancellation falls within the period specified under Clause 9(i)(4), attracting a deduction of 2% of the cost of the said unit.
12. In view of the aforesaid facts and circumstances, and upon considering the provisions of the Act, the submissions of the parties and the material placed on record, this Authority is of the considered opinion that the cancellation in the present case attracts the terms stipulated under Clause 9(i)(4) of the MahaRERA Proforma Allotment Letter. Accordingly, the respondent is entitled to deduct an amount equivalent to 2% of the cost of the said unit towards cancellation charges and shall thereafter refund the balance amount payable to the complainants, after making applicable statutory deductions and charges and upon reconciliation of the amounts paid and already refunded. The complainants are,

therefore, entitled to refund subject to the aforesaid deductions, and the issue framed in paragraph no. 8 is answered **partly in the affirmative**.

FINAL ORDER

13. 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 complaint is **partly allowed**.
- B. The respondent is hereby directed to refund the balance amount payable to the complainant, after deducting an amount equivalent to 2% of the cost of the said unit towards cancellation charges, along with applicable statutory deductions and charges, if any, and after taking into account the amount already refunded, within sixty days (60) from the date of this order.
- C. The respondent shall be entitled to make the aforesaid deduction of 2% of the cost of the said unit in terms of Clause 9(i)(4) of the MahaRERA Proforma Allotment Letter issued pursuant to MahaRERA Order No. 35/2022 dated 12.08.2022.
- D. The complainants are accordingly directed to execute and register the cancellation deed within thirty (30) days from the date of this order.
- E. If the complainants fail to appear for the execution of the said deed of cancellation, the respondent shall be at liberty to file an appropriate non-execution (non-compliance) application before this Authority for appropriate directions.
- F. All other reliefs claimed by the complainant stand rejected, save and except what has been mentioned in paragraphs 13(A) – 13(F) hereinabove.
- G. No order as to costs.

**MANOJ
SAUNIK** Digitally signed by
MANOJ SAUNIK
Date: 2026.09.10
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Manoj Saunik
Chairperson, MahaRERA