BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through Hybrid mode

CORAM: Ravindra Deshpande, Member II, MahaRERA

1. COMPLAINT NO.CC006000000261950

NITIN SHARMA …COMPLAINANT

Vs

ALLIANCE CITY DEVELOPERS' REALTORS PVT LTD …RESPONDENT

a/w

2. COMPLAINT NO.: CC12503759

NITIN SHARMA …COMPLAINANT

Vs

ALLIANCE CITY DEVELOPERS REALORS PRIVATE LIMITED …RESPONDENT

MahaRERA Project registration No. P51800024225

FINAL ORDER

(Date of Order: 19/08/2026)

(Date of hearing: 26/02/2026)

Adv Vibhas Tunkikar for Complainant in Sr. No. 1 & 2

Adv Umang Mehta for Respondent in Sr. No. 1 & 2

1. The Complainants on Sr. No. 1 and 2 are the home buyers and Allottees 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"). Respondents at Sr. No. 1 and 2 is the Promoter of the project and the society, having RERA registration No. P51800024225 (hereinafter referred to as the "said Project"). The complaints are filed by the Allottees against the promoters primarily for possession of the flats.

2. The reliefs claimed by the Complainants are as follows:

Sr. No.	Complaint Nos.	Reliefs claimed
1. 2.	CC006000000261950 & CC12503759	1. The Complainant has sought a direction against the Respondent to refund total amount of Rs.22,00,000/- with 18% interest from the date of payment for Flat No.1703 and 1704 till realisation, an additional Rs.20,00,000/- towards mental harassment and agony, and any other just and equitable reliefs in the interest of justice.

3. The brief facts of the complaint are as follows:

Sr. No.	Complaint Nos.	SUBMISSIONS OF THE COMPLAINANTS IN THE COMPLAINT COPIES
1. 2.	CC006000000261950 & CC12503759	1. The Respondent Company entered into a contractual arrangement with **Amar Saujanya Co-operative Housing Society Limited**, registered under the Maharashtra Co-operative Societies Act, 1960, for redevelopment of the building situated on **Plot No. D, Survey No. 135, Hissa No. 2 and Survey No. 171**, revenue village Nahur, Taluka Kurla, Greater Mumbai. The redevelopment project is known as **"Alliance Amardeep."** In **November 2021**, pursuant to persuasion by the Respondent's sales team and considering that the Complainant's in-laws were original inhabitants of the Society, the Complainant decided to purchase residential units, subject to bank-loan approval.

		2. The Respondent's sales team assured the Complainant that possession of the flats would be handed over by **November 2022** and that two adjoining units could be combined into one larger unit. The possession timeline was subsequently represented as **August 2022 and thereafter May 2022**. The Complainant was offered **2BHK Flat Nos. 1703 and 1704**, at final consideration of **Rs.1,80,42,750/- and Rs.1,59,58,500/-**, respectively. 3. The Complainant states that the Respondent's sales team, led by **Ms. Ankita**, repeatedly pressured him to pay an initial amount of **Rs.22,00,000/-**, despite statutory approvals, building plans and timelines not being provided. Relying on the Respondent's assurances, the Complainant made payments from his ICICI Bank account by wire transfer: **Rs.10,00,000/- on 15.12.2021, Rs.2,00,000/- on 17.12.2021 and Rs.10,00,000/- on 20.12.2021**, aggregating to **Rs.22,00,000/-**, which was duly acknowledged by the Respondent. The Complainant states that the payment was made on the assurance that approvals, site maps, building blueprints and an Agreement for Sale compliant with RERA norms would be provided. 4. Despite repeated follow-ups, the Complainant alleges that the Respondent failed to furnish the promised documents and instead continued demanding further payments while avoiding queries regarding the construction status and changing the tentative possession timelines. Finally, on **25.01.2022**, an open-ended draft Agreement for Sale along with allotment letters

		was provided. According to the Complainant, the Agreement contained unilateral terms contrary to RERA principles and required upfront payments of **Rs.1,40,00,000/- for Flat No.1703 and Rs.1,17,00,000/- for Flat No.1704**, totalling **Rs.2,57,00,000/- within 30 days**, contrary to the earlier assurance that payments could be made depending upon availability of funds and bank-loan approval. 5. The Complainant alleges that the aforesaid demand was made without providing necessary documents to enable due inspection, verification and obtaining bank finance. He further alleges that the Agreement contained unilateral and previously undisclosed clauses and differed from the Agreement uploaded on the RERA website. Upon verification of the project disclosures, the Complainant claims to have noticed material irregularities and discrepancies between the disclosures and the Respondent's representations, including allegedly incorrect statements regarding RERA approvals and furnishing of documents. 6. On **31.01.2022**, the Complainant contacted **Ms. Ankita** regarding the alleged project deficiencies, false commitments, discrepancies and failure to provide documents and approvals. According to the Complainant, Ms. Ankita misbehaved with him and informed him that the allotment stood cancelled. She thereafter exited the project WhatsApp group and directed that further communication be made through the Respondent's legal team. The Complainant states that this followed his insistence upon inspection and copies of

		approvals, approved building plans, authorities' approvals, documents submitted to RERA, construction timelines, current project status and statements of account regarding the amounts collected. 7. On **03.02.2022**, the Complainant brought the incident to the Respondent's management. The Respondent, vide reply dated **22.02.2022**, denied the allegations and gave a different version of events, which the Complainant alleges was an afterthought. The Complainant further alleges that the Agreement was oppressive and one-sided and that amendments were proposed only after he raised objections. He also claims that subsequent amendments were made by the Respondent in its RERA disclosures after his objections, which, according to him, demonstrated mala fide conduct and an intention to make wrongful gains. The Complainant states that the Respondent's conduct caused him and his family mental anguish, agony and hardship. 8. The Complainant had already sought refund of the **Rs.22,00,000/-** paid by him through an **email dated 02.02.2022**, particularly in view of the alleged unilateral cancellation of the allotment. As the amount remained unpaid, the Complainant thereafter issued a **legal notice dated 02.03.2022** demanding refund of **Rs.22,00,000/-**. The notice was duly served and replied to by the Respondent through its counsel. Although the Respondent denied the allegations, it expressed willingness to assist in making the refund; however, according to the

		Complainant, the **booking amount of Rs.22,00,000/- has not yet been refunded**.

4. The Respondent has contested the present complaint and brief submissions are as follows:

Complaint Nos.	COMMON SUBMISSION OF THE RESPONDENT IN THE REPLY
CC006000000261950 & CC12503759	1. The Respondent submits that it is a company engaged in construction and redevelopment of residential properties in Mumbai and had executed a **Development Agreement dated 16.02.2019** with Amar Saujanya Co-operative Housing Society Limited for redevelopment of the property situated at **Plot No. D, Survey No. 135, Hissa No. 2, Survey No. 171, CTS No. 551/6, Village Nahur (Kurla), Mumbai**, into the project known as **"Alliance Amardeep."** The project was registered under RERA bearing **Registration No. P501800024225**, with the completion date reflected on the MahaRERA website as **31.07.2024**. 2. The Respondent states that the Complainant approached it in **November 2021**, when the project was approximately **80% complete**, and that the Respondent had indicated that the project would be completed by the **end of 2022**. The Respondent further states that it subsequently completed the project and obtained the **Occupation Certificate on 22.09.2022**, and therefore there was no delay in completion of the project. 3. The Respondent disputes the Complainant's allegation that he was persuaded or pressured to purchase the two flats. It states that the Complainant

	had himself approached the Respondent because his relatives had an existing flat in the project and that he had initially shown interest in purchasing **three flats**, but voluntarily decided to purchase only two. The Respondent therefore denies any allegation of coercion, pressure or inducement by its sales representatives. 4. The Respondent states that the parties had exchanged and finalized the **cost sheet and payment schedules**, under which the Complainant was required to pay **10% of the consideration of each flat at the time of booking**. The Respondent contends that the Complainant was required to pay **Rs.17,88,675/- for Flat No.1703 and Rs.15,80,250/- for Flat No.1704**, totalling **Rs.33,68,925/-**, but had paid only **Rs.22,00,000/-**. 5. The Respondent denies having demanded any upfront payment of **Rs.1,40,00,000/- and Rs.1,17,00,000/- within 30 days**. It states that all payment demands were raised strictly in accordance with the agreed payment schedule and construction milestones. It further submits that the Complainant has not produced any email or correspondence evidencing the alleged demand and is therefore put to strict proof thereof. 6. With regard to the project documents, the Respondent states that the requisite documents and information were available on the **MahaRERA website** and that it had also offered the Complainant physical inspection of the documents. According to the Respondent, although the Complainant raised queries vide his **letter dated 31.01.2022**, the Respondent comprehensively addressed the same through its **reply dated 22.02.2022** and offered

	inspection. The Respondent contends that the Complainant never came forward to fix a time for inspection and therefore his allegations regarding non-disclosure of documents are baseless. 7. The Respondent states that the draft Agreement for Sale was shared on **25.01.2022** for the Complainant's consideration and suggestions and was in accordance with the RERA format. It further submits that, vide its **letter dated 22.02.2022**, it expressly conveyed its willingness to incorporate mutually agreeable changes and execute a RERA-compliant Agreement for Sale. According to the Respondent, instead of suggesting amendments to specific clauses, the Complainant proceeded to issue a termination notice. 8. The Respondent states that the Complainant, through his Advocate, issued a letter dated **02.03.2022** terminating the booking of Flat Nos. 1703 and 1704 and demanding **refund of Rs.22,00,000/- with 18% interest, Rs.20,00,000/- towards compensation and Rs.15,000/- towards legal costs**. The Respondent, through its Advocates, issued a reply dated **11.03.2022**, denying the allegations. The Respondent thereafter submits that the present Complaint was filed seeking the aforesaid reliefs. 9. The Respondent contends that **Section 18 of the RERA Act** is attracted only where the promoter fails to complete the project or give possession in accordance with the Agreement for Sale, or otherwise commits a statutory breach. Since the project was completed and the Occupation Certificate was obtained on **22.09.2022**, the Respondent submits that there was no delay or breach giving rise to a claim under Section 18. It further relies upon **Section 31**, contending that a complaint must disclose a violation

	or contravention of the RERA Act, Rules or Regulations. 10. The Respondent accordingly submits that the Complainant has failed to establish any breach of RERA, particularly when the project was completed without delay and the Complainant had not executed or registered an Agreement for Sale. It therefore contends that the Complaint is not maintainable, that MahaRERA lacks jurisdiction to grant the reliefs claimed in the absence of any RERA violation, and that the Complaint deserves to be **dismissed with costs**.

5. The present complaints were listed on 26/02/2026 and oral arguments of the parties were recorded as the parties have already uploaded the written arguments the matter was reserved for orders.

6. The brief contentions of the Complainants in the written arguments are as follows:

Complaint Nos.	Contentions of the written arguments by the Complainants
CC006000000261950 & CC12503759	1. The Complainant submits that he paid **Rs.22,00,000/- for flat No. 1703 & 1704**. Since the allotment was made, consideration was fixed and a payment schedule was issued, the Complainant contends that he falls within the definition of "allottee" under RERA. According to him, execution and registration of an Agreement for Sale is not a pre-condition for acquiring the status of an allottee once the promoter has accepted consideration. The Complaint under **Section 31 of RERA** is therefore stated to be maintainable. 2. The Complainant alleges that the draft Agreement for Sale circulated by the Respondent contained several **unilateral, arbitrary and RERA-inconsistent clauses**,

	including provisions permitting extensive amendment of sanctioned plans without meaningful consent, blanket waiver of rights under **Sections 7 and 14 of RERA**, excessively broad force majeure provisions, restrictions on alienation prior to formation of the society, and unilateral financial liabilities and penalties upon the purchaser. 3. The Complainant submits that the Respondent's defence that such provisions constitute "standard market practice" is untenable, as statutory protections under RERA cannot be overridden by market practice. The Complainant states that he had legitimate concerns regarding the legality of the proposed clauses and sought clarifications; however, instead of substantively addressing the same, the Respondent allegedly sought to pressurize him to execute the Agreement in its existing form. 4. The Complainant further disputes the Respondent's contention that all requisite documents were available on the MahaRERA website. According to him, mere uploading of documents does not absolve the promoter of its statutory obligation to provide relevant information and address the specific queries raised by an allottee. The Complainant had sought clarity regarding **sanctioned plans and proposed revisions, development rights and future FSI/TDR utilisation, the rights retained by the developer, and the timeline assurances vis-à-vis the contractual completion date**. 5. The Complainant submits that the Respondent's replies were evasive and failed to provide adequate documentary clarity. He further contends that the Respondent's assertion that the project was **80% complete at the time of booking** and that it would be

	completed by the end of **2022**, culminating in the **Occupation Certificate dated 22.09.2022**, is irrelevant to the present grievance, since the Complaint does not primarily concern delay in completion but concerns the **unfair contractual terms, failure to execute a RERA-compliant Agreement for Sale and unlawful retention of the booking amount**. 6. On **Section 18 of RERA**, the Complainant disputes the Respondent's contention that refund can arise only in cases of delay. He submits that RERA must be interpreted in furtherance of its objectives of protecting allottees, ensuring transparency and preventing unfair practices. According to the Complainant, where a promoter fails to execute a lawful and RERA-compliant Agreement and insists upon unfair contractual conditions, an allottee cannot be compelled to proceed with the transaction, and retention of the booking amount would amount to unjust enrichment. 7. The Complainant denies the allegation that he booked Flat Nos.1703 and 1704 without an intention to purchase them. He states that he had paid a substantial booking amount in good faith and was willing to proceed with the transaction, subject to execution of a lawful and mutually acceptable Agreement for Sale. According to him, it was the Respondent who failed to adequately address his objections and insisted upon unilateral contractual terms and financial liabilities without a duly executed and registered Agreement. 8. The Complainant therefore submits that the **Rs.22,00,000/-booking** paid towards Flats cannot be retained by the Respondent, particularly in the absence of an executed and registered Agreement for

	Sale. He further contends that any forfeiture clause cannot be enforced in the absence of a concluded Agreement and in view of the requirements of **Section 13 of RERA**. Accordingly, the Complainant maintains that his withdrawal was bona fide and justified and seeks refund of the amount unlawfully retained by the Respondent.

7. The brief contentions of the Respondents in the written arguments are as follows:

Complaint Nos.	Contentions of the written arguments by the Respondents
CC006000000261950 & CC12503759	1. At the outset, the Respondent contends that the Complainant has introduced new allegations in his written submissions, including fraud, exploitation, deliberate concealment and settlement discussions, which were not part of the original Complaint and therefore cannot be permitted to supplement the pleaded case. 2. The Respondent raises a preliminary objection to the maintainability of the Complaint, contending that the Complainant does not qualify as an "allottee" under **Section 2(d) of RERA**, as no registered Agreement for Sale was executed as contemplated under **Section 13**. According to the Respondent, the draft Agreement was merely circulated for consideration and was never signed or accepted by the Complainant; hence, the parties remained at the pre-contractual negotiation stage. 3. The Respondent contends that the Complainant was required to pay **Rs.17,88,675/- for Flat No.1703 and Rs.15,80,250/- for Flat No.1704**, totalling **Rs.33,68,925/-**, but had paid only **Rs.22,00,000/-**. It is also contended that the Complainant himself

terminated the booking through his Advocates' **letter dated 02.03.2022**, and that there was no breach by the Respondent.

4. The Respondent states that the Allotment Letter allegedly stipulated consequences for failure to make payments or execute the Agreement, including forfeiture of 10% of the booking amount together with applicable stamp duty, GST, registration charges, brokerage and other taxes.

5. The Respondent submits that the Complainant's queries raised through his **letter dated 31.01.2022** were comprehensively answered by the Respondent vide **letter dated 22.02.2022**. The Respondent states that project documents were available on the MahaRERA website and that inspection was also offered. However, instead of identifying any specific objectionable clause or proceeding with the transaction, the Complainant, through his Advocates' **letter dated 02.03.2022**, terminated the booking and demanded refund of **Rs.22,00,000/- with 18% interest and compensation**. The Respondent replied on **11.03.2022**, denying the allegations.

6. The Respondent disputes the allegation that it unilaterally cancelled the allotment on **31.01.2022**, stating that no written cancellation was ever communicated by it. According to the Respondent, the Complainant's own Advocates' letter dated **02.03.2022** constituted the formal termination of the booking. The Respondent also submits that the project was already approximately **80% complete on 25.01.2022**, with internal plastering completed by **15.01.2022**, and therefore the building was at the finishing stage when the allotment was issued.

	7. The Respondent denies allegations of fraud, misrepresentation and concealment, asserting that all project information, approvals and documents had been uploaded on the MahaRERA website in compliance with **Section 11 of RERA**. It also denies that the draft Agreement contained unlawful or arbitrary clauses and states that the draft was prepared in accordance with the RERA format. The Respondent contends that the Complainant never identified any specific clause requiring modification despite the detailed response dated **22.02.2022**. 8. On the substantive reliefs, the Respondent submits that **Section 18 of RERA is inapplicable**, as the project was completed and the **Occupation Certificate was obtained on 22.09.2022**, well before the registered completion date of **31.07.2024**. It therefore contends that there was no delay or default warranting refund or interest. The Respondent further disputes the claim for **compensation** for want of evidence and submits that, in any event, any refund would remain subject to its alleged forfeiture rights under the Allotment Letter and Clause 18 of the draft Agreement.

8. Considering the pleadings of the complaints, the following points arise for my determination. My findings thereon are recorded as under for the reasons stated below:

No.	Points	Findings
1.	Whether the complainants from Sr. No. 1 is entitled to the relief claims ?	Partly Affirmative
2.	What Order?	As per final order.

Reasoning as to point No. 1

A. I have perused the pleadings, documents and submissions placed on record by both the parties. It is not in dispute that the Complainant had paid an amount of Rs.22,00,000/- to the Respondent towards Flat Nos.1703 and 1704 in the said Project. The Respondent has also acknowledged receipt of the said amount and has not disputed that the allotment was made in favour of the Complainant. The dispute is essentially with regard to the subsequent cancellation of the booking and the Respondent's entitlement to retain/forfeit the amount paid by the Complainant.

B. Earlier, the Complainant had filed a single complaint for 2 units. However, on perusal of the Roznama dated 14/08/2025, the Advocate for the Complainant submitted that the Complainant had filed another complaint, being **CC12503759, in respect of Flat No.1703**, whereas the present complaint, **CC006000000261950, pertains to Flat No.1704**, and accordingly filed a pursis on the website.

C. The Respondent has contended that the Complainant himself terminated the booking and that, in terms of the allotment/draft contractual documents, it was entitled to forfeit the booking amount. The Respondent has further relied upon a clause providing for forfeiture of 10% of the booking amount. However, the fact remains that no Agreement for Sale was ultimately executed and registered between the parties. The draft Agreement for Sale exchanged between the parties therefore cannot, by itself, be treated as a concluded and executed contractual instrument so as to permit the Respondent to enforce an onerous forfeiture stipulation against the Complainant.

D. At the same time, the material on record indicates that the Complainant voluntarily brought the transaction to an end by his communication dated 02.03.2022 and sought refund of the amount paid. The Respondent has disputed the allegations regarding misrepresentation and unilateral cancellation and has stated that it had offered inspection of the project documents and willingness to incorporate mutually agreeable changes in the Agreement for Sale. Thus, on the material presently available, this Authority is not required to conclusively determine the allegations of fraud, misrepresentation or mala fide conduct raised by the Complainant, particularly when the principal relief that survives for consideration is refund of the amount paid.

E. The object of the said Act is to protect the interests of allottees and to ensure transparency and fairness in transactions relating to real estate. While a promoter cannot be permitted to retain the entire amount paid by an allottee merely because the allottee has subsequently withdrawn from the transaction, the allottee also cannot claim an unconditional refund so as to impose an unreasonable financial burden upon the promoter in circumstances where the booking itself has been cancelled by the allottee.

F. In the present case, therefore, the Respondent may be permitted to retain only such amount as is reasonable and permissible under the MahaRERA framework governing cancellation of allotment i.e. circular 60 of 2024. The Respondent's reliance upon a 10% forfeiture clause cannot be accepted as such deduction would be disproportionate and contrary to the regulatory approach adopted by MahaRERA towards reasonable deductions upon cancellation. The applicable MahaRERA framework of circular 60 of 2024 contemplates a limited deduction linked to the consideration of the unit and does not permit arbitrary forfeiture of the booking amount. The principle underlying the MahaRERA regime is that the deduction must remain reasonable and cannot become a means of unjust enrichment of the promoter.

G. Accordingly, in the facts and circumstances of the present case, the Respondent is entitled to deduct **2% of the total consideration of the concerned units**, and the balance amount out of the amount of Rs.22,00,000/- actually received from the Complainant is liable to be refunded.

H. As regards the claim for interest at the rate of 18% per annum, the same cannot be granted in the present facts. The Complainant has not established a case of delay in handing over possession under Section 18 of the said Act. On the contrary, the Respondent has placed on record that the project was completed and the Occupation Certificate was obtained on 22.09.2022, prior to the registered completion date of 31.07.2024. However, the OC has not been uploaded on MahaRERA website. The present refund arises from cancellation of the booking and not from delay in possession. However, if the amount is not refunded after deduction 2 % within 45 days of this order the Complainants become entitled for the interest as per the rule of the RERA.

I. The Complainant has also sought Rs.20,00,000/- towards mental harassment and agony. Such claim is in the nature of compensation and requires appropriate proof of loss and is not made out merely on the basis of the cancellation/refund dispute. No sufficient material has been placed on record to justify grant of such compensation. The said relief is therefore not liable to be granted in the present proceedings.

J. In view of the aforesaid discussion, I am of the considered view that the Complainant is entitled to refund of the amount paid by him, subject to deduction of **2**% of the total consideration of Flat Nos.1703 and 1704. If the Respondents failed to refund the amount within 45 days from the date of this order then interest as per the rule of RERA becomes due and payable by the Respondents. Accordingly, Point No.1 is answered as "Partly Affirmative" and proceed to pass the following order:

ORDER

Complaint No. CC006000000261950

1. Complaint is partly allowed.
2. Respondent shall refund Rs.11,00,000/-, after deduction of 2% of the total consideration of Flat Nos.1704, as per MahaRERA Circular No.60 of 2024, within 45 days from the date of this Order.
3. In case of failure, the Respondent shall pay interest under rule 18(1) of the Real Estate (Regulation and Development) Act, 2016 at the prescribed rate (State Bank of India Highest Marginal Cost of Lending Rate plus 2%) shall be applicable from expiry of 45 days till realisation.
4. No order as to costs.

Complaint No. CC12503759

5. Complaint is partly allowed.

6. Respondent shall refund Rs.11,00,000/-, after deduction of 2% of the total consideration of Flat Nos.1703, as per MahaRERA Circular No.60 of 2024, within 45 days from the date of this Order.

7. In case of failure, the Respondent shall pay interest under rule 18(1) of the Real Estate (Regulation and Development) Act, 2016 at the prescribed rate (State Bank of India Highest Marginal Cost of Lending Rate plus 2%) shall be applicable from expiry of 45 days till realisation.

8. No order as to costs.

RAVINDRA PADMAKARAO DESHPANDE

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Date: 2026.08.19 15:57:43 +05'30'

Ravindra Deshpande
MEMBER II, MahaRERA

Date: 19/08/2026.