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

**Hearing held through Hybrid mode**

**CORAM: Ravindra Deshpande, Member II, MahaRERA**

**COMPLAINT NO.: CC12502850**

**STEPHANIE MATTHEW …COMPLAINANT**

**Vs**

**ROHA REALTY PRIVATE LIMITED …RESPONDENT**

**MahaRERA Project registration No. P51800054410**

**FINAL ORDER**

**19.08.2026**

**(Date of hearing: 08.01.2026)**

The Complainant appeared in person

Adv. Chhaya Soni present for Respondent

1. The Complainant has sought directions under Section 31 read with Sections 6, 13(2) and 18 of the RERA Act, 2016, directing the Respondent not to cancel or threaten cancellation of the booking of Unit No. B-703, despite the Complainant's readiness to register the Agreement for Sale under protest, pending adjudication of the present Complaint. The Complainant has further sought a direction to the Respondent to either amend the Agreement for Sale to bring it in conformity with the provisions of the Act and Rules or, in the alternative, issue a duly signed and stamped addendum/side letter confirming that the statutory rights available to the Complainant under RERA, including those under Sections 6 and 18, shall prevail over any contrary clause contained in the Agreement for Sale.

The facts of the case are narrated as under:-

2. The Complainant booked Unit No. B-703, Wing B, 7th Floor, admeasuring 392 sq. ft. carpet area, in the project "Eva Aria", registered with MahaRERA under Registration No. P51800054410, for a total consideration of Rs. 87,90,363/-. The Complainant states that the said unit was booked on 20.04.2025 and that an amount of Rs. 8,70,246/- was paid towards the booking amount, comprising Rs. 8,62,406/- and Rs. 7,840/-, paid through cheques dated 20.04.2025 and subsequently cleared on 23.04.2025 and 30.04.2025, respectively.

3. The Complainant states that the Respondent required her to execute and register the Agreement for Sale ("AFS") on or before 13.08.2025. Upon perusal of the draft AFS, the Complainant raised objections regarding certain clauses which, according to her, were inconsistent with the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA"), particularly in relation to extension of the possession period under Section 6 and the statutory entitlement to interest/refund under Section 18. The Complainant states that she addressed emails dated 03.06.2025, 04.06.2025 and 26.07.2025 requesting the Respondent either to amend the AFS in accordance with the provisions of RERA or to furnish a duly signed and stamped side letter clarifying that the statutory provisions of RERA would prevail over any contrary contractual stipulation.

4. According to the Complainant, the Respondent declined to accede to the said requests and informed her that the booking would be cancelled if the AFS was not executed and registered within the stipulated period. The Complainant states that she had communicated her readiness to execute and register the AFS within the prescribed timeline, without prejudice to her statutory rights under RERA.The Complainant further states that the Respondent subsequently called upon her to visit the Respondent's site office at Chembur for discussion of her concerns, but no written commitment was made regarding amendment of the disputed clauses or compliance of the AFS with the provisions of RERA.

5. In the present proceedings, the Complainant seeks to place on record her objections regarding the alleged non-compliance of the AFS with RERA and seeks appropriate intervention to safeguard her statutory rights and to prevent cancellation of the booking despite payment of the booking amount and her stated readiness to execute the Agreement for Sale.

6. The Respondent, through its Authorized Representative, Ms. Pranali Murkar, has filed an Affidavit in Reply dated 29.08.2025. At the outset, the Respondent has denied the allegations and contentions raised by the Complainant, except those expressly admitted, and has contended that the present Complaint has been filed with a vexatious and oblique motive to pressurize and harass the Respondent. The Respondent contends that there was no cause of action for filing the Complaint and that the Complainant deliberately delayed execution and registration of the Agreement for Sale ("AFS") and payment of stamp duty and registration charges.

7. The Respondent states that it is developing/redeveloping a property admeasuring 795.94 sq. mtrs., situated at Survey Nos. 67 to 71 (Part) and CTS No. 828 (Part), Sub CTS Nos. 828/94 to 828/105, Kurla, Chembur (East), Mumbai-400071, which is registered with MahaRERA on 19.01.2024 under Registration No. P51800054410. According to the Respondent, the Complainant had visited the sales office, made enquiries regarding the project and was informed that the project was registered with MahaRERA and that the project documents, including the draft AFS, were available on the MahaRERA website.

8. The Respondent further states that, after considering the documents uploaded on the MahaRERA portal and the responses received to her queries, the Complainant agreed to book Flat No. B-703, Wing B, 7th Floor, admeasuring 392 sq. ft. carpet area, for an agreement value of Rs.87,90,363/-. The Respondent states that a Cost Sheet dated 26.04.2025 was shared with the Complainant, setting out the agreement value, stamp duty, registration charges, other charges and the payment schedule, with the estimated total cost being approximately Rs.98,00,000/-. The said Cost Sheet was signed by the Complainant and is relied upon by the Respondent as Annexure-A.

9. The Respondent states that, after sharing the draft AFS and other details, it addressed an email dated 05.05.2025 to the Complainant requesting payment towards stamp duty and registration charges, as the Respondent was required to make such payment in advance for registration of the AFS. According to the Respondent, the Complainant issued a cheque towards the said charges but requested that the cheque not be deposited and be kept on hold. The Respondent accordingly retained the cheque on hold. The email forming part of Annexure-B records that the stamp duty payment was kept on hold at the Complainant's request and also sought confirmation of the draft agreement and related particulars before proceeding with registration.

10. The Respondent states that, after a period of nearly one month and upon follow-up, the Complainant, by email dated 03.06.2025, raised queries concerning the possession date and interest payable in case of delayed possession. The Respondent replied by email dated 04.06.2025, stating that the possession date was already specified in the AFS and referring to the contractual provision relating to interest for delay. The Respondent thereafter issued a reminder dated 10.06.2025 calling upon the Complainant to proceed with execution of the AFS.

11. The Respondent further states that, as the Complainant neither replied to the said reminder nor executed the AFS or confirmed that the Respondent should proceed with payment of stamp duty and registration charges, a further email dated 23.06.2025 was issued. In the said communication, the Respondent referred to the fact that almost two months had elapsed and sought confirmation regarding the draft AFS and deposit of the SDR amount. The Respondent also referred to the stamp duty/registration cheque of Rs.4,39,518/- allegedly issued on 20.04.2025 and stated that, in the absence of the requisite confirmation, the registration formalities could not be proceeded with.

12. Thereafter, the Respondent issued another/final reminder dated 05.07.2025, calling upon the Complainant to confirm execution of the AFS and payment of stamp duty and registration charges. The communication also referred to the pending registration of Unit B-703 and requested the Complainant to expedite the process. The Respondent states that, instead of proceeding with registration, the Complainant, by email dated 26.07.2025, again raised objections concerning Clause 8 of the draft AFS, particularly the provisions relating to possession, delay and termination. The Complainant sought amendment of the said clause and stated that the AFS could not be executed unless the disputed provisions were amended or otherwise clarified. The Respondent, by email dated 29.07.2025, replied by referring to Clauses 8.1 and 8.2 of the AFS and contended that the possession date and interest consequences of delayed possession were already provided therein. The Respondent further stated that the draft AFS was a standard draft applicable to customers and could not be modified.

13. The correspondence placed on record further shows that the Complainant had specifically sought protection in relation to the possession date and delay compensation and had proposed amendment of Clause 8 or issuance of a side letter. The Respondent, however, maintained that the relevant provisions were already contained in the AFS and that the standard draft could not be altered. The Respondent accordingly continued to call upon the Complainant to complete the registration formalities.

14. The Respondent states that, in view of the continued failure of the Complainant to execute the AFS, it issued an email dated 09.08.2025 calling upon her to execute the AFS by 13.08.2025, failing which the booking would stand cancelled. The Respondent contends that repeated reminders had already been issued and that the Complainant failed to complete the registration formalities. The Respondent further contends that the present

Complaint was filed on 13.08.2025 only with an intention to harass the Respondent.

15. The Respondent states that even after filing of the Complaint, attempts were made to amicably resolve the matter, but the Complainant remained unwilling to accept the terms and conditions of the AFS. According to the Respondent, the Complainant's conduct was non-cooperative and amounted to repeatedly raising objections so as to delay execution of the AFS. The Respondent alleges that the Complainant was attempting to compel the Respondent to accept demands which were not agreeable to it. The Respondent thereafter states that, considering the alleged non-cooperative conduct of the Complainant, it decided to cancel the booking and refund the amount paid. Accordingly, by email dated 29.08.2025, the Respondent informed the Complainant of cancellation of the booking and expressed its readiness to initiate full refund of the booking amount. The said communication states that, according to the Respondent, the transaction had been unnecessarily prolonged and that it was therefore constrained to cancel the booking while offering refund of the booking amount.

16. The Respondent further contends that no formal Allotment Letter was issued in favour of the Complainant and that only the Cost Sheet had been issued. It is contended that the Cost Sheet does not contain the terms and conditions governing the transaction and, according to the Respondent, cannot be construed as a binding contract between the parties. On this basis, the Respondent claims that there was no concluded agreement between the parties and that it was entitled to cancel the booking on account of failure to arrive at an agreement regarding the terms and conditions of the AFS. In conclusion, the Respondent contends that the Complainant herself delayed execution of the AFS and raised objections which, according to the Respondent, had already been addressed. The Respondent therefore seeks a direction to the Complainant to accept the amount paid by her, states that it is willing to deposit the said amount before the Authority and prays for dismissal of the Complaint with costs on the ground that the Respondent is no longer willing to proceed with the sale of the said Flat to the Complainant.

17. The matter was listed on 08.01.2026, and the Complainant was present in person, and the Respondent was represented by its Advocate. The Respondent had uploaded its Reply on the MahaRERA portal. The Complainant sought one week's time to file a Rejoinder, and accordingly, time till 19.01.2026 was granted for uploading the same. Thereafter, time till

10.02.2026 was granted to both parties to upload their written arguments. The matter was thereafter reserved for order.

18. It is seen that the Complainant has not filed any written arguments on the MahaRERA portal within the time granted.

19. The Respondent, Roha Realty Private Limited, has filed written arguments in support of its Affidavit in Reply and has reiterated that the present Complaint is misconceived and liable to be dismissed, as the Complainant has allegedly failed to perform her statutory and contractual obligations in respect of the proposed transaction. The Respondent has primarily relied upon Sections 13 and 19(6) of the RERA Act, 2016, contending that the Complainant was required to proceed with execution and registration of the Agreement for Sale and make the payments contemplated thereunder.

20. The Respondent submits that Flat No. B-703, Wing B, 7th Floor, admeasuring 392 sq. ft. carpet area, was agreed to be sold for an agreement value of Rs.87,90,363/-. According to the Respondent, the Complainant had paid only approximately Rs.8,70,246/- towards the transaction and the total amount payable, as reflected in the Cost Sheet dated 26.04.2025, was approximately Rs.98,00,000/-, including the applicable charges. It is contended that despite the said booking and payment of part consideration, the Complainant failed to proceed with execution and registration of the Agreement for Sale and did not make the further payments contemplated for completion of the transaction. The Respondent further submits that the draft Agreement for Sale and other requisite details had been shared with the Complainant and that, by email dated **05.05.2025**, the Respondent requested payment towards stamp duty and registration charges. According to the Respondent, although the Complainant had issued a cheque towards the said charges, she specifically instructed the Respondent to keep the cheque on hold. The Respondent accordingly retained the cheque and states that no subsequent instruction was received from the Complainant to deposit the same. The Respondent contends that the Complainant thereby delayed the registration process and avoided proceeding with the transaction.

21. It is further submitted that, despite the Respondent's repeated follow-ups, the Complainant did not execute the Agreement for Sale for nearly four months, from **May 2025 to August 2025**. The Respondent contends that the Complainant had initially raised queries regarding the possession date and interest for delayed possession, which were answered by the Respondent. However, by her email dated **26.07.2025**, the Complainant again raised

objections concerning the possession date and interest on delayed possession and sought amendment of the Agreement for Sale. According to the Respondent, these issues had already been addressed and the repeated raising of such queries was only with a view to delaying execution of the Agreement for Sale.

22. The Respondent submits that, owing to the continued failure of the Complainant to execute the Agreement for Sale, a final communication was issued calling upon her to complete the execution, failing which the transaction would stand cancelled. The Respondent contends that the Complainant thereafter filed the present Complaint, allegedly to avoid her further payment obligations and to pressurize the Respondent. It is further alleged that the Complainant was seeking additional time while retaining the subject flat under booking and that the Complaint was filed with an intention to harass the Respondent and gain an undue advantage. The Respondent further submits that, considering the alleged non-cooperative conduct of the Complainant and her continued failure to proceed with the transaction, it decided to cancel the booking and refund the amount received. Accordingly, by email dated **29.08.2025**, the Respondent informed the Complainant about cancellation of the booking and expressed its readiness to refund the amount paid by her. The Respondent has reiterated that it is also ready to deposit the amount received from the Complainant before the Authority.

23. The Respondent has also contended that **no Allotment Letter was issued** in favour of the Complainant and that only a Cost Sheet was issued. According to the Respondent, the Cost Sheet merely records the total cost of the flat and does not contain the terms and conditions governing the transaction. It is therefore contended that the Cost Sheet cannot be treated as a binding contract between the parties and that, in the absence of a concluded Agreement for Sale, the Respondent was entitled to cancel the booking as the parties had failed to arrive at an agreement on the terms and conditions of the proposed Agreement for Sale. On the basis of the aforesaid submissions, the Respondent contends that the Complainant herself failed to perform her obligations, delayed execution and registration of the Agreement for Sale, withheld the payment towards stamp duty and registration charges, and repeatedly raised objections regarding the possession and interest clauses. The Respondent therefore submits that the present Complaint does not sustain in law and seeks dismissal of the Complaint **with costs**, with a direction to the Complainant to accept the refund of the amount paid by her, or, alternatively, states that the Respondent is ready to deposit the said amount with the Authority.

24. Considering the aforesaid facts and circumstances, the following points arise for my determination, and my findings thereon are recorded for the reasons stated below: -

| Sr. No. | Points for Determination | Findings |
|---|---|---|
| 1. | Whether the Complainant is entitled to the reliefs sought? | Partly Affirmative |
| 2. | What order? | As per the final order. |

**Reasons as to point nos. 1**

25. On perusal of the pleadings, documents placed on record, the correspondence exchanged between the parties, the Cost Sheet, the draft Agreement for Sale, the Affidavit in Reply filed by the Respondent and the Written Arguments filed by the Respondent. The material available on record is considered for determination of the present Complaint. The facts emerging from the record are that the Respondent is the promoter of the project "Eva Aria", registered with MahaRERA under Registration No. P51800054410. The Complainant had booked Flat No. B-703, Wing B, 7th Floor, admeasuring 392 sq. ft. carpet area, for an agreement value of Rs.87,90,363/-. An amount of Rs.8,70,246/- was paid by the Complainant towards the booking. The Respondent has also relied upon the Cost Sheet dated 26.04.2025, wherein the total cost, including applicable charges, has been stated to be approximately Rs.98,00,000/-. The booking/payment transaction and the identification of the subject Flat are therefore not in dispute.

26. It is an admitted position that the draft Agreement for Sale was shared with the Complainant and that the Respondent repeatedly called upon her to proceed with its execution and registration. The correspondence placed on record shows that the Respondent addressed communications dated 05.05.2025, 10.06.2025, 23.06.2025, 05.07.2025 and 09.08.2025, calling upon the Complainant to complete the registration formalities. The Complainant had raised specific objections with regard to the provisions relating to possession date and interest payable in the event of delayed possession. By email dated 03.06.2025, the said issues were raised, to which the Respondent replied on 04.06.2025. Thereafter, by email dated 26.07.2025, the Complainant again

sought clarification of the relevant provisions of the draft Agreement for Sale. The Respondent, by email dated 29.07.2025, referred to Clauses 8.1 and 8.2 of the draft Agreement for Sale and maintained that the possession and interest provisions were already incorporated therein.

27. The Respondent has contended that the objection raised by the Complainant resulted in delay in execution of the Agreement for Sale. It has further been contended that the Complainant had instructed the Respondent to keep the cheque towards stamp duty and registration charges on hold. The said conduct has been relied upon to contend that the Complainant was not ready and willing to complete the transaction. However, the nature of the objection raised by the Complainant is required to be considered. The Complainant had sought that the Agreement for Sale be brought in conformity with the statutory provisions or that appropriate clarification be recorded. Thus, the issue was essentially with respect to the terms upon which the Agreement for Sale was to be executed.

28. Section 13 of the RERA Act governs the stage preceding and leading to execution of an Agreement for Sale. Section 13(1) restricts a promoter from accepting more than ten per cent of the cost of the apartment as advance or application fee without first entering into a written Agreement for Sale and registering the same. Section 13(2) further contemplates that the Agreement for Sale shall be in the prescribed form and shall specify, inter alia, the particulars of development, specifications, payment schedule, possession date and other necessary particulars. The statutory requirement is therefore not merely for execution of any agreement, but for execution of an Agreement for Sale which conforms to the statutory framework and prescribed form.

29. In the present matter, the Respondent itself has repeatedly called upon the Complainant to execute the draft Agreement for Sale. Therefore, before the Complainant can be called upon to complete the transaction on the basis of the draft placed before her, it is necessary that the Agreement for Sale itself is brought in conformity with the prescribed MahaRERA format and the applicable provisions of the Act and Rules. In the facts and circumstances of the present case, the appropriate course would therefore be to require the draft of Agreement for Sale itself to be prepared and executed in the prescribed MahaRERA format. At the same time, the Complainant cannot be permitted to indefinitely postpone execution of the Agreement for Sale.

30. The Respondent has further relied upon its email dated 09.08.2025, whereby the Complainant was called upon to execute the Agreement for Sale by

13.08.2025, failing which the booking was stated to stand cancelled. Thereafter, during the pendency of the proceedings, the Respondent issued the cancellation communication dated 29.08.2025, stating that the booking was cancelled and that the amount paid would be refunded. The cancellation, in the facts of the present case, cannot be sustained merely on the ground that the Complainant did not accept the draft Agreement for Sale in its existing form.

31. The record also demonstrates that there was delay in completing the registration formalities from May 2025 to August 2025, despite repeated communications from the Respondent. The Respondent has also contended that the Complainant had instructed that the cheque towards stamp duty and registration charges be kept on hold. The continuation of the booking must therefore necessarily be subject to the Complainant completing the execution and registration of the Agreement for Sale and making the payments required thereunder within a reasonable period. Therefore, the Complainant is also required to demonstrate corresponding readiness and willingness to complete the transaction and cannot indefinitely retain the benefit of the booking without making the payments required under the transaction.

32. The Respondent has also contended that no Allotment Letter was issued and that only a Cost Sheet was issued. It has therefore been argued that there was no concluded contract and that the Respondent was entitled to cancel the booking. This contention need not be examined further for the purpose of the present Complaint, since the parties are admittedly at the stage preceding execution and registration of the Agreement for Sale. The question requiring determination is whether the transaction should be brought to an end or whether the parties should be permitted to proceed with execution of the Agreement for Sale in the prescribed MahaRERA format.

33. The principle to be applied in the present case is therefore one of reciprocal compliance. In the facts and circumstances of the present case, the cancellation of the booking merely on account of the Complainant's insistence upon execution of the Agreement for Sale in the prescribed form cannot be sustained. In view of the aforesaid discussion, the cancellation of the booking communicated by the Respondent on 29.08.2025 cannot be sustained. The Respondent is required to continue the booking of flat in question subject to the Complainant complying with her corresponding obligations. The Respondent shall therefore proceed with the Agreement for Sale in the prescribed MahaRERA format, duly incorporating the particulars applicable

to the subject Flat and in conformity with the RERA Act, the Maharashtra RERA Rules and applicable MahaRERA orders/directions. Accordingly, in view of the aforesaid discussion, Point No. 1 is answered in the partly in affirmative and proceed to pass following order:-.

**ORDER**

1. The Complaint is partly allowed.

2. The Respondent is directed to provide draft of the Agreement for Sale in the prescribed model format, in conformity with the provisions of the Real Estate (Regulation and Development) Act, 2016, the Maharashtra RERA Rules and applicable MahaRERA orders/directions.

3. The Complainant shall execute and register the Agreement for Sale in the prescribed model format, within a period of 60 days from the date of receipt thereof and shall comply with the payment obligations arising under the said Agreement for Sale.

4. In the event of failure on the part of the Complainant to execute and register the Agreement for Sale within the aforesaid period of 60 days, the Respondent shall be at liberty to take appropriate steps in accordance with law.

5. The rest of the prayers are rejected.

6. No order as to cost.

RAVINDRA PADMAKARAO DESHPANDE

Digitally signed by RAVINDRA PADMAKARAO DESHPANDE
Date: 2026.08.19 16:54:25 +05'30'

**Ravindra Deshpande**
**Member II, MahaRERA**

**Date: 19.08.2026**