

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

Hearing held through hybrid mode as per  
MahaRERA Circular No.: 48/2025

**COMPLAINT NO. CC006000000591010**

RAAJYAM REALTY LLP

...COMPLAINANT/S

VS.

RADHIKA GANATRA  
RISHABH GOPESH MASTARAM

...RESPONDENT/S

**MAHARERA PROJECT REGISTRATION NO. P51800004960**

**Order**

**November 20<sup>th</sup>, 2025**

*(Date of hearing – 01.09.2025, matter was reserved for order)*

**Coram: Manoj Saunik, Chairperson, MahaRERA**

Advocate Vikramjit Garewal appeared for the Complainant.

Advocate Akshay Doctor appeared for the Respondent.

1. The complainant is a promoter within the meaning of Section 2 (zk) of the Act who has registered the project namely “**AMITY APARTMENTS**” under Section 5 of the Act bearing **MahaRERA Project Registration No. P51800004960** (“**The Project**”) and the respondent is a homebuyer and an 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 the Real Estate Regulatory Authority (hereinafter referred to as the “**RERA**”).
2. On the MahaRERA project registration webpage, the proposed date of completion and the revised proposed date of completion of the project is mentioned as 31.08.2018. The extended date of completion is mentioned as 28.08.2022. The project has received occupancy certificate dated 04.03.2022, issued by the Slum Rehabilitation Authority.
3. The complainant is seeking the following reliefs:
  - a) *That this Hon’ble Authority be pleased to declare that the said agreement for sale as well as the booking/allotment of the said premises by the respondent has been validly terminated/ cancelled*

*under clause 13 thereof and that the said agreement for sale and booking/ allotment stands cancelled and terminated.*

- b) That this Hon'ble Authority be pleased to direct the respondent to enter into the deed of cancellation of the said agreement for sale dated 8<sup>th</sup> July 2019 and admit execution of the said deed of cancellation before the appropriate office of the Sub-Registrar of Assurances within a period of 15 (fifteen) days from the date of the order.*
- c) That this Hon'ble Authority be pleased to permit the complainant/ promoter to deduct amount of Rs. 20,00,000/- as forfeited amount/ penalty and allow adjustment of a further amount of Rs. 20,00,000/- towards illegal trespass of the said premises as per clause 13 of the said agreement for sale.*
- d) In the alternative, if the respondent does not execute the requisite deed of cancellation and/or admit execution of the said deed of cancellation before the appropriate office of the Sub-Registrar of Assurances within the timelines as set out in prayer clause (b) hereinabove; then this Hon'ble Authority be pleased to direct any officer or employee of the MahaRERA or any other Governmental Authority/ Office to execute the said deed of cancellation on behalf of the respondents and admit execution of the same before the appropriate office of the Sub-Registrar of Assurances.*
- e) In the alternative, this Hon'ble Authority be pleased to direct the office of the Sub-Registrar of Assurances to register the unilaterally executed deed of cancellation in the absence of the respondents.*
- f) In the further alternative this Hon'ble Authority be pleased to direct respondents to make payment of Rs. 65,31,958/- along with further interest till date of payment and penalties, if any, levied thereon being the outstanding amount payable to the complainant by the respondents as stated hereinabove.*
- g) This Hon'ble Authority be pleased to direct the respondents to pay the costs of this complaint as well as all ancillary charges including stamp duty, registration charges, legal charges and other out of pocket expenses for executing and admitting execution of the deed of cancellation.*
- h) Any further relief be kindly granted, which this Hon'ble Authority deem fit and proper in the facts and circumstances of the case and for such further and consequent reliefs that this Hon'ble Authority deems fit.*

4. The complaint was heard on 01.09.2025 and the following roznama was recorded by this Authority:

*"Heard both parties. Parties are at liberty to file their written notes of arguments by 10.09.2025. Matter is reserved for orders from 11.09.2025."*

5. The brief submission of the complainant is as follows:

- A. The complainant, promoter of the said project, contends that the respondents, had purchased flat no. 5A under a registered agreement for sale dated 08.07.2019 for Rs. 1,20,00,000/-. The complainant asserts that the respondents have paid Rs. 1,06,00,000/- but failed to pay the balance Rs. 14,00,000/- and applicable GST, despite repeated demands.
- B. It is submitted that the complainant applied for occupation certificate in April 2019 and obtained the same in March 2022. Pending the grant of the occupation certificate, the respondents were only permitted fit-out possession for interior work but subsequently

began unauthorizedly residing in the apartment from 10.07.2019, contrary to the agreement terms.

- C. That, the complainant argues that no consent was given for residential occupation, and the respondents' continued use of the premises without clearing dues amounts to unauthorized possession and contractual breach. The complainant denies the respondents' claim that GST was to be borne by the promoter, contending that the registered agreement governs the transaction and any side letter cannot override its terms.
- D. Accordingly, the complainant prays for confirmation of termination of the agreement for sale, forfeiture of amounts, and liberty to take appropriate steps for recovery of possession and dues.
6. The brief written submissions of the respondents are as follows:
- A. The respondents submit that the complainant has failed to obtain a full and valid occupation certificate and has therefore not fulfilled its obligations under the Act. They contend that the occupation certificate obtained in March 2022 is conditional, with several statutory requirements such as section 270A certification under the MMC Act still pending.
- B. The respondents assert that no formal possession letter or intimation of possession was ever issued as required under the agreement, and that their payment obligation of the balance Rs. 14,00,000/- arises only upon lawful possession being offered. The respondents deny any default, stating that Rs. 1,06,00,000/- have already been paid, and that their bank could not disburse the final amount due to the complainant's failure to provide requisite documents.
- C. The respondents rely on a letter dated 10.07.2019, issued by the complainant, which records that GST would be borne by the developer, and hence deny liability for the same. They also highlight several deficiencies in the project, including lack of adequate water supply, non-functional parking systems, and incomplete amenities.
- D. Accordingly, the respondents argue that the complaint is not maintainable, the claim for balance payment and GST is unjustified, and that the complainant has filed the complaint merely as a counterblast to ongoing consumer proceedings initiated by them for deficiency in service.

7. The brief facts of the complaint are hereunder represented in a tabular format:

Sr. No.	Complaint No./ Date of Filing	Flat No.	Date of AFS <sup>1</sup>	Possession As Per AFS <sup>2</sup>	Total Consideration (In Rupees)	Reliefs Sought
---------	-------------------------------	----------	--------------------------	------------------------------------	---------------------------------	----------------

---

<sup>1</sup> AFS – Agreement for Sale

1.	CC0060000005 91010 04.07.2024	5-A	08.07.2019	31.08.2019	1,20,00,000/-	Termination of AFS; Deed of Cancellation
----	-------------------------------------	-----	------------	------------	---------------	--

8. From the facts and submissions, the issue that needs to be considered is *whether the complainant is entitled to seek reliefs under the RERA Act?*
9. Before determining the issue at paragraph no. 8, the following observations are noteworthy:
- A. It is observed that the present complaint pertains to flat no. 5A in the said project under a registered agreement for sale dated 08.07.2019 executed for a total consideration of Rs. 1,20,00,000/-.
  - B. It is noted that the complainant has placed on record an occupation certificate dated 04.03.2022 issued by the Slum Rehabilitation Authority. However, upon scrutiny of the said document, it is evident that the same is a conditional occupation certificate, expressly subject to compliance with the pending stipulations contained in letter of intent, intimation of approval and section 270A of the Mumbai Municipal Corporation Act, 1888, pertaining to certification of adequate water supply. Therefore, it cannot be construed as a final and complete occupation certificate.
  - C. It is further observed that the respondents have instituted independent proceedings before the Hon'ble State Consumer Disputes Redressal Commission, being consumer complaint no. 154 of 2024, alleging deficiency in service on the part of the complainant. Thus, several issues raised in the present complaint are already sub judice before another competent forum.
  - D. Further, the recovery of possession, and eviction of the respondents, are beyond the scope of MahaRERA's jurisdiction. The reliefs sought necessarily involve adjudication of proprietary and possessory rights, which fall exclusively within the jurisdiction of a competent civil court. MahaRERA, being a regulatory body, does not have the authority to grant reliefs involving recovery or eviction. Accordingly, the complainant is at liberty to approach the competent civil court for appropriate remedies.
  - E. In view of the above observations, since the reliefs sought involve recovery of possession and eviction of the respondents, which fall outside the ambit of MahaRERA, the complaint is dismissed.
  - F. Therefore, in view of the above observations, the issue framed at paragraph no. 8 is answered in negative.

FINAL ORDER

10. 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 complaint is **dismissed** for the reasons more specifically mentioned hereinabove.
  - B. No order as to cost.

**Manoj Saunik**  
Chairperson, MahaRERA

