

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

Complaint No. CC12503257

- 1) Tejaswini Anant Athani
- 2) Nivedita Anant Athani

...Complainants

Versus

- 1) Bafna Builders and Land Developers
- 2) Sushil Kumar Kasturchand Bafna Partner
and Authorized Representative of Promoter

... Respondent/s

MahaRERA Project Registration No. P51600002894

Coram: Shri. Mahesh Pathak, Hon'ble Member - I/MahaRERA.

Ld. Adv. Nitin Parkhe appeared for the complainant - Through VC

Ld. Adv. Aniket M. Pathak appeared for the respondent. - Through VC.

ORDER

(Order Pronounced on Monday, 20th April 2026)

(Matter reserved for orders on 24-02-2026)

(Hearing Through Hybrid Mode)

1. The complainants above named have filed this online complaint before the MahaRERA on 13-09-2025 mainly seeking directions from the MahaRERA, to the respondent, to rectify the deficiency in flat, handover possession of flat in habitable condition and with electricity connection and amenities, provide interest and compensation for delayed possession; and provide parking as per the DC rules, as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of the booking of a Flat No. 08 on the 2nd floor, (hereinafter referred to as "the said flat") in the respondent's registered project known as "Anmol Nayantara Gold" bearing MahaRERA registration No.

P51600002894 located at 905 2 plus 1 plus 2/1, Dist. Nashik (hereinafter referred to as the 'said project').

2. This complaint was, heard by the MahaRERA on several occasions and finally on 24-02-2026 as per the Circular No. 49 dated 12-09-2025 issued by MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior intimation of the said hearings. On the said dates of hearing, the parties have appeared as per their appearances recorded in the Roznamas and made their respective submissions. The MahaRERA heard the submissions of the parties as per their appearances and also perused the available record.

3. After hearing the arguments of both the parties, the following Roznamas were recorded in this complaint: -

i) **On 30-12-2025:**

"Both the parties are present. The respondent is directed to file a detailed reply to the prayers in the complaint within a period of four weeks i.e. by 27-01-2026. Further three weeks' time i.e. till 17-02-2026 is granted to the complainants to file rejoinder to the reply of the respondent. The main issue in the complaint is with respect to (i) interest for delay. Since all the possession has been handed over in October 2024, admittedly the electricity connection was issued only in August 2025. Therefore the complainants pray for interest from October 2024 till August 2025; (ii) The complainants have also prayed for rectification of certain other deficiencies in the flat under section 14 (3) having issued notice to the respondents accordingly. The complainants have also prayed for parking as per the DC rules although no parking is admittedly mentioned in the said agreement. The matter is adjourned to 24-02-2026 for final arguments by both sides."

ii) **On 24-02-2026:**

"Both the parties are present. The respondents have already filed replies to the complaint and the complainants have filed rejoinder to the said replies. Therefore, the parties may file written submissions within a period of one week i.e. by 04-03-

2026. The respondents have pointed out that it is due to the instructions from the complainants only, that the electricity meter was not provided. Moreover, the complainants are not allottees but investors in the project and the fact has been admitted in point no. 13 of the agreement for sale. The respondent further points out that parking no.121 has already been allotted to the complainants and the respondent is ready and willing to pay the property tax till the signing of the deed of apartment which is 14-08-2024. However, the complainants refute the contentions of the respondents on the ground that no such instruction has been issued that the meter may be provided belatedly; that the complainants are investors; and the parking allotted is in some other building and not in the building in which the flat is situated. About the property tax, the complainants have contended that, till the flat was usable i.e. till August 2025, the respondents should bear the property tax since although the flat was handed over in October 2024, it was usable only after the electricity connection was issued in August 2025. Moreover, the complainants have also prayed for interest from August 2024 till August 2025. Accordingly, the matter is reserved for orders suitably after 04-03-2026 based on the arguments in the hearing and reply, rejoinder and written submissions filed."

4. Pursuant to specific directions the respondent on 03-04-2026 uploaded written arguments on record of MahaRERA. The complainants on 04-03-2026 uploaded their written submission on record of MahaRERA. The same is accepted and taken on record. Accordingly, the MahaRERA has proceeded to examine the available record.
5. It is the case of the complainants that they purchased a residential unit in the project "Bafna Solitaire" from the respondent, M/s. Bafna Builders & Land Developers. They entered into a registered Agreement for Sale on 30-01-2020 for Flat No. 08 on the 2nd floor for a total consideration of Rs.38,21,000/- and duly paid the entire consideration amount. The Deed of Apartment dated 14-08-2024 was duly registered, and they paid Rs.2,78,230/- towards maintenance charges to the respondent. Though the respondent handed over possession on 14-10-2024, the complainants stated that the flat was delivered with significant structural defects, poor workmanship, and

incomplete services. They further pointed out that the project suffers from major leakages, dampness in the walls, and use of inferior quality materials. Specific deficiencies such as lack of a proper drainage system and fire-fighting equipment were also raised. Despite legal notice dated 16-07-2025, the respondent failed to address these concerns. The complainants further raised concerns regarding non-availability of a permanent electricity connection, which caused hardship. Though the respondent agreed to pay monthly compensation of Rs.10,000/- to allottees from October 2024 onwards for the electricity issue, the core structural and quality defects remain unresolved. Hence, the complainants approached this Authority under Sections 11 and 14(3) of the RERA Act, seeking directions against the respondent to rectify the defects at its own cost within one month, provide a permanent electricity connection, and provide allotted parking as per the Development Control (DC) Rules.

6. The respondent on 20-01-2026 uploaded its written statement on the record of MahaRERA, vehemently denying all allegations and seeking dismissal of the complaint with costs. It raised a preliminary objection regarding maintainability, characterizing the complaint as speculative, vexatious, and filed with an ulterior motive to extract further benefits. It specifically contended that the complainants are not genuine residents but investors who purchased the flat for profit-making purposes rather than personal residence. On merits, it submitted that the complainants were persistent defaulters who failed to pay the balance consideration of Rs.21,82,500/- for a prolonged period, leading to delay in execution of the Deed of Apartment and handover of possession. Regarding structural and quality issues, it denied use of inferior materials and asserted that the project was developed in accordance with sanctioned plans. Regarding parking, it stated that as per the Development Control (DC) Rules and sanctioned plan, only five parking spaces were designated for the building, and the complainants were aware of this limitation at the time of transaction. It further submitted that the electricity issue stood resolved and parking was allotted as per parking letter dated 25-10-2023, and that no property tax was payable by it. The respondent stated that since the complainants accepted possession and executed final title documents, they are estopped from raising these

grievances. Hence, it prayed for rejection of the complaint and denial of interim relief.

7. The complainants on 17-02-2026 uploaded their affidavit-in-rejoinder to the reply of the respondent on the record of MahaRERA, vehemently denying the respondent's contentions and reiterating their grievances regarding structural defects and service deficiencies. They refuted the allegation that they are investors and stated that they are genuine purchasers who intended to occupy the flat for residential use. They further clarified that any delay in payment of the balance consideration was caused by the respondent's failure to register the Deed of Apartment and non-availability of a permanent electricity connection, which rendered the flat uninhabitable. Regarding electricity, the complainants disputed the respondent's claim of shortage at the electricity company and submitted that the developer failed to provide necessary infrastructure such as a transformer required for a permanent connection. They also pointed out that the monthly compensation of Rs.10,000/- offered by the respondent amounts to admission of hardship caused by lack of essential services. They further rejected the respondent's defence regarding limited parking and stated that as per sanctioned plans and Development Control (DC) Rules, they are entitled to an allotted parking space, which the respondent failed to provide. Hence, they prayed that the Authority reject the respondent's speculative and vexatious defences and grant the reliefs sought.
8. The respondent on 21-02-2026 again uploaded its written statement along with a copy of the partnership deed.
9. Further, the respondent on 03-03-2026 uploaded written arguments on the record of MahaRERA.
10. The respondent on 03-03-2026 uploaded written arguments on the record of MahaRERA, reiterating that the complaint is misconceived, malicious, and filed with ulterior motives. It contended that the complainants are speculative investors rather than bona fide allottees, whose objective was to earn profit through further transfer rather than personal residence. It further contended that such speculative complaint

is liable to be rejected as abuse of the regulatory process. On merits, the respondent submitted that the complainants were persistent defaulters who failed to pay the balance consideration of Rs.21,82,500/- for a prolonged period, thereby delaying handover of possession and execution of the Deed of Apartment. Regarding grievances over electricity and structural issues, it submitted that the promoter cannot be held liable for external factors or for the complainants having accepted possession without reservation. It also relied on the distinction between a genuine homebuyer and a speculative investor, asserting that inconsistent conduct should disentitle the complainants from relief. Hence, it prayed for dismissal of the complaint with costs, contending that no statutory rights under Sections 11 or 14(3) were infringed.

11. The complainants on 04-03-2026 uploaded their written submissions along with relevant RERA circulars and cited judgments on the record of MahaRERA, reinforcing their claims regarding structural defects, parking entitlements, and statutory liability. They emphasized that under Section 14(3) of the RERA and MahaRERA Order No. 38/2022, they have a statutory right to point out structural defects or other quality grievances for five years from the date of handing over possession, which the promoter is bound to rectify without further charge. Regarding parking, they relied on MahaRERA Circular No. 36/2021 and contended that since parking was for monetary consideration, the promoter was legally bound to mention the type, number, size, and exact location of the car parking in the Agreement for Sale. They submitted that the respondent's failure to annex a parking plan and provide specific details constitutes violation of the circular. Further, relying on DCPR-2015 for Nashik Municipal Corporation, the complainants submitted that for a tenement of their size, they are entitled to one car, one scooter, and one cycle parking space. They also addressed the electricity issue and submitted that the respondent's failure to provide a permanent connection caused significant hardship, for which the monthly compensation offered was inadequate. Hence, they prayed that the Authority direct the respondent to rectify all defects within one month and provide allotted parking as per the statutory framework.

12. The MahaRERA has examined the rival submissions made by both parties and also perused the available record. The complainants who are the allottees of the said project registered by the respondent promoter, by filing this complaint under Section 31 of the RERA, have approached MahaRERA mainly raising 3 main grievances, namely: (i) alleged defects and deficiencies in the flat and project amenities, (ii) delayed availability of permanent electricity connection after possession, and (iii) allotment of parking space.
13. The respondent has assailed the aforesaid claims of the complainants by filings its reply /written submissions on record of MahaRERA as stated hereinabove thereby raising issue of maintainability of this complaint on various grounds.
14. Be that as it may, at the outset, the objection of the respondent regarding maintainability on the ground that the complainants are “investors” and not genuine allottees cannot be accepted by MahaRERA. It is ostensibly because, the complainants have purchased the said flat by signing a registered agreement for sale dated 30-01-2020 and have paid consideration towards the said flat. Moreso, the respondent promoter has handed over possession of the said flat to them as per the said agreement for sale. Hence, they fall within the definition of allottees as defined under Section 2(d) of the RERA. Merely alleging that a purchaser intended investment does not divest such allottee of statutory remedies under the RERA, unless supported by cogent documentary proof, which is not submitted by the respondent promoter in the present case. Hence, the complaint is held to be maintainable under the provisions of Section 31 of the RERA. Hence, the same needs to be adjudicated on its own merits.
15. However, in the present case, the record shows that possession of the said flat was handed over to the complainants on 14-10-2024. Further, as recorded in the Roznama dated 30-12-2025, it is an admitted fact that the permanent electricity connection was provided only in August 2025. Admittedly, the electricity connection is a basic and essential service for making a residential flat habitable. Therefore, possession given

to the complainants without such essential service cannot be treated as complete and legal possession under RERA. In this regard, it is pertinent to note that under Section 18 of the RERA, if the promoter fails to hand over possession of the flat with necessary services and facilities as required under law and the agreement for sale, the allottee is entitled to receive interest for the period of delay. In the present case, although physical possession was handed over, the flat could not be properly used due to the absence of permanent electricity connection till August 2025. Thus, the complainants continued to suffer due to delayed effective possession attributable to the respondent. Hence, the complainants are entitled to claim interest under Section 18 of the RERA for the period during which the flat remained without permanent electricity connection, subject to adjustment of any amount already paid by the respondent for the same period.

16. As regards the allegations of leakages, dampness, inferior workmanship, drainage defects and non-functional amenities, the complainants have raised specific deficiencies within the statutory defect liability period of 5 years. In this regard, it is pertinent to note that under Section 14(3) of the RERA, where any structural defect or defect in workmanship, quality or provision of services is brought to the notice of the promoter within 5 years from handing over possession, the promoter is bound to rectify the same without further charge within the prescribed period. The respondent has made general denials but has not placed any independent technical material on record disproving the alleged deficiencies. Hence, these grievances deserve to be addressed through inspection and rectification. The respondent although has filed its reply/written submissions on record of MahaRERA, it has failed to submit any cogent documentary proofs on record of MahaRERA to show that it has rectified the said defects.
17. As far as the issue of parking raised by the complainants is concerned, the respondent contended that parking was already allotted under a parking letter dated 25-10-2023, though no specific car parking space is mentioned in the said agreement for sale. However, the complainants disputed the said contention and submitted that the allotted parking is in another building and not in the building where the flat is

situated. In this regard, once the respondent itself has willingly allotted a parking space in favour of the complainants, it amounts to an acknowledgment of the complainants' entitlement to parking ancillary to the purchase of the said flat. Hence, having voluntarily made such allotment, the respondent cannot subsequently deny the complainants' claim on the ground that parking was not specifically mentioned in the said agreement for sale. However, since a dispute exists regarding the exact location and proper allotment of such parking, the respondent is required to clarify and provide a lawful and usable parking space to the complainants strictly in accordance with the sanctioned plans and applicable regulations.

18. The respondent's contention that the complainants accepted possession and executed title documents, therefore they are estopped from raising grievances, is not tenable. In this regard, MahaRERA is of the considered view that the statutory rights under Section 14(3) of RERA and rights relating to essential services cannot be defeated merely because possession was accepted, particularly when defects are subsequently noticed or essential services were incomplete.
19. In view of the above, and in compliance of the principles of natural justice, the following order is passed:
- The present complaint is partly allowed.
 - The respondent shall, within a period of **30 days** from the date of this order, inspect the complainants' said and rectify all genuine defects relating to leakages, dampness, workmanship, drainage, and other quality/service deficiencies complained of, at its own cost, in accordance with Section 14(3) of the RERA.
 - The respondent shall, within a period of **30 days**, provide to the complainants clear written particulars of the parking space allotted to them, including number, location and basis of allotment, strictly in accordance with sanctioned plans and applicable rules. If no lawful allotment has been made, the same shall be regularized forthwith.
 - The respondent shall pay to the complainants interest for the delayed availability of permanent electricity connection for the period from 14-10-2024 till August 2025, at the rate of Marginal Cost Lending Rate (MCLR) of SBI plus 2% as

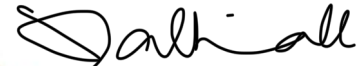
prescribed under the provisions of section 18 of the RERA and the Rules made thereunder on the actual amount paid by the complainants (after adjusting any compensation already paid), within a period of 30 **days** from the date of this order.

- e) If the respondent fails to comply with the aforesaid directions within the stipulated time period mentioned above, the complainants shall be at liberty to initiate a non-execution proceeding as per law. In that event, appropriate penal action shall be taken against the respondent under Section 63 of the RERA.

20. With these directions, the present complaint stands disposed of.

Digitally signed
by MAHESH
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PATHAK
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MAHESH
DINKAR
PATHAK


(Mahesh Pathak)

Member - 1/MahaRERA

