

Complaint No. CC001000000080400 & 3 Others
BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY
AUTHORITY, MUMBAI

1. Complaint No. CC001000000080400

Nandini Pavan Uphade

... Complainant

Versus

- 1) Mr.Naresh Jagumal Karada
- 2) Mr.Prem Jagumal Karada
- 3) Mr.Manohar Jagumal Karada
- 4) Disha Naresh Karada

... Respondents

Along with

2. Complaint No. CC001000000080406

Ganpat Popat Revagade

... Complainant

Versus

- 1) Naresh Jugumal Karada
- 2) Prem Jugumal Karada
- 3) Manohar Jagumal Karada

... Respondents

Along with

3. Complaint No. CC001000000080407

Rajendra Namdeorao Ahire

... Complainant

Versus

- 1) Naresh Jugumal Karada
- 2) Prem Jagumal Karada
- 3) Manohar Jagumal Karada

... Respondents

Along with

4. Complaint No. CC001000000090412

Rahul Yashwant Bargal

... Complainant

Versus

- 1) Mr.Naresh Jugumal Karada
- 2) Mr.Prem Jugumal Karada

... Respondents

MahaRERA Project Registration No. P51600020324

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

The complainants appeared In-person.

Ld. Adv. Sahaj Singh appeared for the respondents.

ORDER

(Order Pronounced on Monday, 10th November 2025)

(Matters reserved for orders on 03-09-2025)

(Hearing Through Hybrid Mode)

1. The complainants above named have filed these online complaint before the MahaRERA on 30-10-2023 (sr.no.1), on 01-11-2023 (sr.no.2), on 05-11-2023 (sr.no.3) and on 21-11-2023 (sr.no.4) mainly seeking directions from the MahaRERA, to the respondent, to hand over possession along with interest and compensation as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of their respective flats in the respondent's registered project known as "HARI KRISHNA PHASE IV" bearing MahaRERA registration No. **P51600020324** located at S NO 44/1 AND CTS NO 6825, Dist. Nashik (hereinafter referred to as the 'said project').
2. These complaints were clubbed together, the same being filed with respect to the said project and the same were heard by the MahaRERA on several occasions and finally on 03-09-2025 as per Circular no. 48 dated 11-08-2025 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, both the parties appeared and made their submissions. The MahaRERA heard the submissions of the

complainant and also perused the available record.

3. After hearing the submissions made by both the parties (as per the appearance), the following Roznama was passed in these complaints: -

i) On 25-06-2025:

"Both the parties are present, except the complainant in s.no.18 (CC001000000080406). Admittedly, the complainants have obtained possession [s.no.16(CC001000000080400) on 22-12-2024, s.no.19(CC001000000080407) in June 2024 and s.no.20(CC001000000090412) in January 2025]. Therefore, the complainants have prayed for possession along with interest and compensation for delay. The details of the flats of the complainants, the date of signing of agreements for sale, the dates of possession, total consideration and consideration paid is as per the table given below:

Sr. nos. Complaint no.	Flat details	Agreement for sale Date of possession	Total consideration Consideration Paid
16. CC001000000080400	Flat no. 506	26-03-2020 30-11-2022	Rs. 24,26,270/- Entire
18. CC001000000080406	Flat no.105	04-11-2019 30-11-2022	Rs. 27,73,120/- Entire
19. CC001000000080407	Flat no.402	25-07-2019 30-11-2022	Rs. 33,25,108/- Entire
20. CC001000000090412	Flat no. 208	22-08-2019 30-11-2022.	Rs. 25,53,390/- Entire

Admittedly, the OC for the project has not yet been received although the project is valid till December 2025. Therefore, the prayers for possession do not survive. Therefore, the respondents may file replies to the complaints within a period of four weeks i.e. by 23-7-2025. Further four weeks' time i.e. till 20-08-2025 is granted to the complainants to file rejoinder to the replies of the respondent. The registry is directed to get the details of the Planning Authority regarding the CC since the complainants are raising the issue that the project lies in the restricted zone of the

Artillery Centre in Deolali. The matters are adjourned to 3-9-2025 for final arguments of both sides."

ii) On 03-09-2025:

"Both the parties are present. The respondents have filed replies to the complaints. Therefore, the complainants may file rejoinders to the said replies. The reply of the Nashik Municipal Corporation has also been received as per the directions in the previous hearing. Admittedly, the fit out possession has been handed over to the complainants. However, the complainants have contended during the hearing that: i) the amenities are still incomplete (lift, etc.;;) as mentioned in the agreement for sale; ii) the electricity connection has also not been transferred in the name of the allottees; iii) there is an issue of maintenance of the project. iv) the NOC from the project finance institution has not been obtained by the respondent promoter. Therefore, the complainants may file their detailed rejoinders to the replies of the respondents including the above issues within a period of two weeks i.e. by 17-09-2025 along with written submissions. The respondents may file written submissions within a further period of one week i.e. by 24-09-2025 including the steps taken as per the contentions of the complainants in the hearing as well as include the said facts in the written submissions. The respondents may also take steps to form a cooperative housing society in the project. The respondents request a further date for argument however, the allottees oppose the said request. The complainants may also provide the date on which the said possession delivery letters have been received and the possession has been taken by the complainants, along with their rejoinders and written submissions. Accordingly, the matter is reserved for orders suitably after 24-09-2025 based on the arguments in the hearing and the replies, rejoinders and written submissions filed in the complaints."

4. Pursuant to the aforesaid directions the complainant (sr.no.1) on 30-09-2025 has uploaded her written submission on record of MahaRERA. Despite specific directions being given by the MahaRERA, the complainants (sr.nos. 2 to 4) and the respondents have failed to any further submission as per the directions issued by the

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MahaRERA during the hearing held in the said complaints on 03-09-2025. Hence, the MahaRERA has perused the available record.

5. The complainants, by filing these 4 separate online complaints, have prayed for possession along with interest and compensation. The details of the flats booked by them, dates of agreements for sale, dates of possession, total consideration, consideration paid, are set out in the table below: -

Sr.no. Complaint no. Flat details (as per complaint copy) (A)	Agreement for sale (AFS) Date of possession (DOP) Possession taken on (B)	Total Consideration (TC) Consideration Paid (paid) (C)
1. CC001000000080400 Flat no. 506	26-03-2020 (AFS) 30-11-2022 (DOP) 01-09-2024	Rs.24,26,270/- (TC) Rs.18,30,152/-
2. CC001000000080406 Flat no.105	04-11-2019 (AFS) 30-11-2022 (DOP) 01-09-2024	Rs.27,73,120/- (TC) Rs.20,01,091/-
3. CC001000000080407 Flat no.402	25-07-2019 (AFS) 30-11-2022 (DOP) 17-06-2024	Rs.33,25,108/- (TC) Rs.30,87,988/-
4. CC001000000090412 Flat no.208	22-08-2019 (AFS) 30-11-2022 (DOP) 04-10-2024	Rs.25,53,390/- (TC) Rs.20,00,000/-

6. It is the case of the complainants that they have purchased their respective flats in the respondent's registered project through duly executed and registered agreements for sale, the details of which are provided in the table at paragraph no. 5 hereinabove. The complainants have paid substantial amounts towards the total consideration to the respondent. As per Clause 10(b) of their respective agreements for sale, the respondent had agreed to hand over possession of their flats on or before 30-11-2022. However, the respondent failed to deliver possession of the said flats within the stipulated timelines as agreed under the respective agreements for sale. Being aggrieved by such delay, the complainants have filed the present complaints before MahaRERA seeking the reliefs as mentioned hereinabove.
7. The respondents have denied the contentions raised by the complainants and have

uploaded their reply on the record of MahaRERA on 25-08-2025. They have contended that the complainants have sought alternate reliefs, either possession along with interest for delay, or refund along with interest. The respondents further submitted that possession of the respective flats has already been handed over to the complainants, as evidenced by the possession letters dated 01-09-2024 (for complainants at Sr. Nos. 1 and 2), 17-06-2024 (for complainant at Sr. No. 3), and 04-10-2024 (for complainant at Sr. No. 4). Hence, according to the respondents, the grievances of the complainants stand redressed, and the complaints have become infructuous and are liable to be dismissed.

8. The complainant at Sr. No. 1 has uploaded her submissions on record of MahaRERA on 30-09-2025, wherein she has contended that, as per Clause 10(b) of the said agreement for sale, the respondent-promoter had agreed to hand over possession of the said flat on or before 30-11-2022, failing which the respondent was liable to refund the entire amount paid by them along with interest within 45 days. However, despite the delay and incomplete condition of the building, the complainant was compelled to take possession under pressure. The possession given was only in the nature of *fit-out possession*, and the respondent failed to produce any document showing sanction or permission from the Artillery Centre. Furthermore, the complainant has alleged that the respondent has failed to complete several essential works and obligations, including, completion of amenities, transfer of electricity connections, finalization of maintenance accounts, procurement of NOC from the financial institution, construction of the *nala* work, installation of the second elevator, and completion of the outer finishing work of Flat No. 506. The respondent has also failed to produce the Occupancy Certificate. Hence, the complainant is seeking directions to the respondent to hand over possession of the said flat complete in all respects, along with Occupancy Certificate and Completion Certificate, NOC from the financial institution, and execution of the Sale Deed. In the alternative, and in the event of failure to do so, the complainant is seeking refund of the entire consideration amount paid along with interest, compensation, and refund of stamp duty and

registration charges.

9. The MahaRERA has examined the rival submissions made by both the parties and also perused the available record. In the present case, the complainants who are the allottees of the said project registered by a company of the promoter viz KBC Global Ltd (in which the respondents herein are the directors- hereinafter referred to as the respondent for the sake of brevity), have approached the MahaRERA mainly seeking possession of their flats along with interest and compensation etc. (as detailed in the aforesaid table at para- no. 5 above). The complainants have filed these complaints mainly seeking reliefs under Section 18 of the RERA. To support their claim, the complainants have submitted copies of the registered agreements for sale duly signed by them with the respondent on various dates (as detailed in the aforesaid table at para no. 5 above). They have contended that, as per the said agreements for sale, the respondent has agreed to hand over possession of the said flats to them on 30-11-2022 as per clause 10(b) (in all 4 complaints). However, the respondent has failed to hand over possession of the said flats to them on the agreed date of possession. Hence, they have prayed to allow these complaints and grant reliefs as sought in the same.
10. However, in the present case during the course of hearing, the complainants have obtained possession of the said flats on 1-09-2024 (in Sr. Nos. 1 and 2), on 17-06-2024 (in Sr. No. 3) and on 4-10-2024 (in Sr. No.4), although for fitout purpose without OC. Hence, the substantive issue of possession does not survive in these complaints. By virtue of which, in these complaints , the MahaRERA needs to adjudicate the substantive issue of interest and compensation sought by these complainants on account of delay as per the said agreements for sale signed by these complainants.
11. However, the respondent has refuted the aforesaid claims of the complainants and contended that the complainants are seeking alternative reliefs for refund as well and hence, since they have obtained possession of their respective flats, it has prayed

for dismissal of these complaints.

12. Be that as it may, as far as the substantive issue involved in these complaints towards interest and compensation, before dealing with the facts of these complaints on merits, it is pertinent to examine the term "possession" as contemplated under section 18 of the RERA, which reads as under:

"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, – (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

13. From the plain reading of the aforesaid provisions of section 18 of RERA, it is very clear that if the promoter fails to handover possession as per the terms of the agreement for sale or as the case may be, by the specified date therein, the allottee has a choice either to withdraw from the said project or to stay with the project. In case the allottee chooses to stay in the project and take possession, he is entitled to claim interest for the delayed period of possession on the actual amount paid by him for every month of delay. Further, in case the allottee chooses to withdraw from the project, the respondent is liable to refund the amount paid by the allottee along with the interest.
14. In the present case, admittedly, as stated above, there are registered agreements for sale, duly signed by and between the complainants and the respondent promoter on

various dates as detailed in the aforesaid table at para-no. 5. According to the said agreements for sale, the respondent has agreed to hand over possession of the said flats to the complainants on 30-11-2022 (in Sr. No.1 to 4). To support their contentions, the complainants have uploaded the copies of the said agreements for sale on record of MahaRERA. However, admittedly, on the said agreed date of possession, they have not been handed over possession of their flats with OC. Hence, they have filed these complaints seeking various reliefs under Section 18 of the RERA.

15. The respondent, although filed its reply on record of MahaRERA, it has failed to cite any justified reasons for the delay in handing over possession of the said flats to them on the agreed date of possession mentioned in their respective agreements for sale i.e., on 30-11-2022. However, presuming that the said project has been delayed due to certain mitigating circumstances beyond the control of the respondent, the MahaRERA has noticed that after the execution of the agreements for sale (signed on various dates as detailed in the aforesaid table at para-no. 5), the Covid-19 pandemic had spread all over the world (although in Complaint at Sr. No. 1, the said agreement was signed when the said pandemic had just started). Considering the said pandemic as a force majeure event beyond the control of promoters, the MahaRERA, by issuing various orders in this regard, had granted a general extension of 12 months to all promoters for completion of their respective projects. Hence, considering the said 12 months extension granted by the MahaRERA on account of the Covid-19 pandemic, the date of possession stipulated in the said agreements for sale , i.e. 30-11-2022 , gets extended till 30-11-2023. However, even on the said extended date of possession on account of the covid-19 pandemic, the project continued to remain incomplete, and possession of the said flats was not handed over to the said complainant. This clearly shows that the respondent has violated the aforesaid provisions of Section 18 of the RERA. Therefore, the said complainant is entitled to interest for the period of delay in possession, i.e. from 01-12-2023 till the actual date of the possession of said flats to the complainants i.e., till 1-09-2024 (in Sr. Nos. 1 and 2), till 17-06-2024 (in Sr. No. 3) and till 4-10-2024 (in Sr. No.4).

16. However, in the present case, it is pertinent to note that MahaRERA is of the considered view that the complainants are not entitled to claim or seek interest for delay after having accepted possession of their respective flats although for fit-out purposes and without Occupancy Certificate. Once possession has been willingly taken, the cause of action as enumerated under Section 18(1)(a) of the RERA ceases to survive, as the said provision contemplates compensation or interest only for the period of delay prior to the handing over of possession. By accepting possession, even if it is termed as "fit-out possession", the complainants have, by their conduct, waived the right to claim interest beyond the date of such possession. Therefore, their continued claim for interest/compensation after obtaining possession of their flats, is untenable in law and cannot be sustained under Section 18 of the RERA.
17. However, as far as the claim of compensation sought by the complainants, the MahaRERA is of the view that since the complainants are willing to continue in the project, they are entitled to seek interest for the delayed possession as provided under section 18(1) of the RERA. Hence, their claim for compensation stands rejected.
18. In the present case, it is pertinent to note that during the course of hearing, the complainants informed MahaRERA that the project land is situated within the restricted zone of the Artillery Centre, Deolali. To ascertain the factual position, the MahaRERA called for a report from the concerned competent authority, i.e., the Nashik Municipal Corporation, vide letter dated 25-06-2025. In response, the said authority has submitted its report dated 08-07-2025 on record of MahaRERA. However, on a bare perusal of the said report, the MahaRERA has noticed that the project land falls within a distance of 100 to 500 meters from the boundary of the Artillery Centre. Hence, it has been clarified therein that the OC for the said project would be processed only after obtaining a NOC from the Defence Department.

19. In view thereof, MahaRERA is of the considered view that the said issue of OC is subject to the process and clearances required under the applicable laws and norms of the concerned competent authority. However, being the promoter of the said project, the respondent is under a statutory obligation to diligently expedite the process of obtaining the OC by complying with all requisite formalities and within the stipulated time frame and ostensibly till extended date of completion of the said project i.e., 31-12-2025. The respondent cannot indefinitely delay such compliance after having handed over possession of the flats to the complainants for fit-out, thereby keeping them in uncertainty. Failure to secure the necessary permission (OC), within a reasonable period (till 31-12-2025) would be viewed seriously by the MahaRERA and it may attract penal action against the respondent in accordance with the provisions of the RERA.
20. In addition to the above, MahaRERA has observed that during the course of hearing, the complainants have raised several issues, namely: i) incomplete amenities such as lift and other facilities promised under the agreement for sale; ii) non-transfer of electricity connections in the names of the respective allottees; iii) lack of proper maintenance of the project; and iv) failure of the respondent-promoter to obtain a NOC from the project financing institution.
21. With respect to the issues raised at point nos. (i) and (ii) above, the MahaRERA is of the considered view that since the OC for the said project has not yet been obtained, these issues are premature at this stage. Moreover, as the possession handed over is only for fit-out purposes, it does not constitute lawful or final possession in the eyes of law. Hence, the complainants cannot, until the issuance of OC, lawfully seek transfer of electricity meters in their respective names. Nevertheless, it is needless to state that the respondent-promoter, having handed over possession of the flats, is obligated to ensure that basic amenities such as lift and other essential facilities are made available to the occupants without delay. It is ostensibly because, the respondent has not denied the said contention of the complainants by filing any

written submissions on record of MahaRERA.

22. As regards the issue of maintenance raised by the complainants at point no. (iii), the MahaRERA is of the view that until the OC is obtained for the project, the respondent-promoter remains duty-bound to maintain the project premises. The promoter cannot deny this statutory obligation, which squarely arises under Section 11 of RERA.
23. With reference to the issue raised at point no. (iv) concerning the NOC from the project financing institution, the MahaRERA is of the view that the said issue is also premature, as the project has not yet been completed and the OC is pending.
24. In the present case, it is pertinent to note that the MahaRERA by issuing various orders has declared the covid-19 pandemic period as force majeure factor which is beyond the control of the promoter. Accordingly, the one-year grace period is given to all the promoters which have registered their projects with MahaRERA. Furthermore, it is pertinent to note that the Hon'ble Bombay High Court by considering the lockdown restriction issued by the Central as well as the State Government on account of the said Covid-19 pandemic has issued various orders in Suo Moto PIL No. 1 of 2021 thereby extending the interim orders passed by it in various matters. Even, the Hon'ble Supreme Court of India by taking cognizance of the said epidemic has also passed various orders in Suo Moto Writ Petition (Civil) No. 3 of 2020 and has extended the limitation period from 15-03-2020 till 28-02-2022, thereby the said period was excluded for the purposes of limitation as may be prescribed under any general or special laws in respect of all the judicial or quasi-judicial proceedings. No doubt the said pandemic affected all sectors of the society including the real estate sector. Keeping the same in mind, the MahaRERA has taken such a general decision by issuing said orders in the interest of all the projects registered with the MahaRERA. Hence, the promoter in this case, is also entitled to seek benefit of the said covid-19 pandemic while making the payments towards the

interest amount. The said general decisions cannot be changed for this particular project nor any exception can be made considering the above.

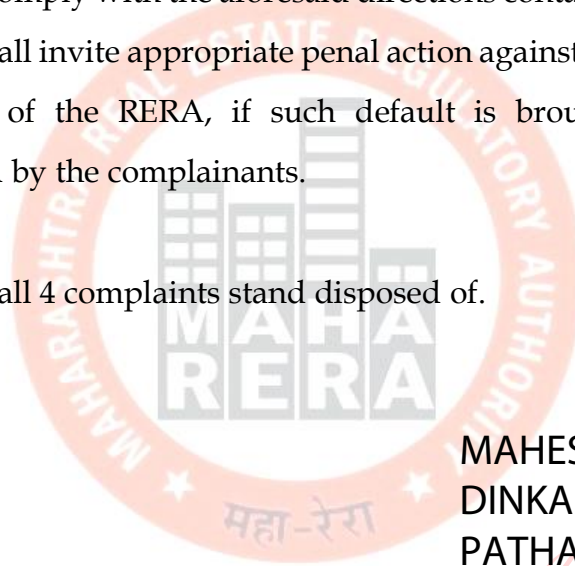
25. In the present case, it is pertinent to note that the complainants herein have relied upon agreements for sale signed with the respondent promoter. Further, they have also mentioned the total consideration amounts for the said flats booked by them and also the amount paid by them. However, the pleadings of the complainants about date of agreements for sale, date of possession mentioned therein/total consideration amount as well as the amount paid by the complainants mentioned in these complaints have not been disputed by the respondent promoter although it has filed its reply to these complaints and hence, the same cannot re-verified by MahaRERA. Hence, in case of any difference in the total consideration amount/ amounts paid by the complainants etc., the parties need to verify the same from the actual record i.e. payment receipts/ ledger accounts etc.
26. In view of above facts and discussion, the following order is passed:-
- a. These complaints are partly allowed.
 - b. The claim of compensation sought by the complainants stands rejected in view of the observations made in aforesaid para-no. 17.
 - c. The respondent promoter is directed to pay interest for the delayed possession to these complainants on actual amounts paid by them towards the consideration of the said flats at the rate of SBI's Highest Marginal Cost Lending Rate (MCLR) plus 2% as prescribed under the provisions of section-18 of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, for every month of delay from 1-12-2023 till the date of possession of the said flats to them i.e, 1-09-2024 (in Sr Nos. 1 and 2), till 17-06-2024 (in Sr. No. 3) and till 4-10-2024 (in Sr. No.4).
 - d. Needless to state here, that the actual amount as provided under section 18 of the RERA means the amounts paid by the complainants towards the consideration of the said flats only excluding the stamp duty, registration

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charges and taxes etc. paid to the government.

- e. The respondent-promoter is directed to comply with the directions mentioned in para- no. 21 above and to ensure the installation and operationalization of the lift in the said building within a period of 30 days from the date of this order.
- f. The respondent-promoter is further directed to obtain the OC for the said project on or before the extended date of completion of the project, i.e., 31-12-2025, by complying with all requisite formalities and obtaining necessary approvals from the competent authority as stated in aforesaid para- no. 19.
- g. Failing to comply with the aforesaid directions contained in clauses (e) and (f) above shall invite appropriate penal action against the respondent under Section 63 of the RERA, if such default is brought to the notice of MahaRERA by the complainants.

27. With these directions, all 4 complaints stand disposed of.



MAHESH Digitally signed
DINKAR by MAHESH
PATHAK DINKAR PATHAK
Date: 2025.11.10
13:00:50 +05'30'


(Mahesh Pathak)

Member - 1/MahaRERA