

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

Virtual Hearing held through video conference as per
MahaRERA Circular No.: 27/2020

1. COMPLAINT NO. CC006000000397406

AYUB SULEMAN KHAN ...COMPLAINANT
VS.
MOONSHINE REALTORS PVT. LTD ...RESPONDENT

A/W

2. COMPLAINT NO. CC006000000408405

1. RASHID MOHAMMED HUSSEIN BHOPALI
2. SOBIYA MOHAMMED RASHID BHOPALI ...COMPLAINANTS
VS.
MOONSHINE REALTORS PVT. LTD ...RESPONDENT

Hybrid Hearing held as per
MahaRERA Circular No.: 49/2025

A/W

3. COMPLAINT NO. CC006000000374972

MOHD ASHRAFALI MOHAMMAD YUSUF SHAH ...COMPLAINANT
VS.

1. MOONSHINE REALTORS PVT. LTD.
2. IIFL HOME FINANCE LIMITED ...RESPONDENTS

A/W

4. COMPLAINT NO. CC006000000429140

AYUB SULEMAN KHAN ...COMPLAINANT
VS

1. MOONSHINE REALTORS PVT. LTD.
2. PIRAMAL CAPITAL AND HOUSING
FINANCE LIMITED ...RESPONDENTS

**MAHARERA PROJECT REGISTRATION NO. P51700008927
Order**

12.03.2026

(Date of hearing- 29.04.2025 for Complaint Nos. 1 and 2, 15.10.2025 for Complaint Nos. 3 and 4)

Coram: Ravindra Deshpande, Member II, MahaRERA

Adv. Tanuj Lodha for Complainant in Sr. Nos. 1 to 4

Adv. Adiba Khan for Respondent in Sr. Nos. 1 to 4

Adv. Indrajeet Hingane for Respondent No.2 in Sr. No. 3

None for Respondent No. 2 in Sr. No. 4

1. The Complainants at Sr. Nos. 1 to 4 are 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**”) and the Respondent, Moonshine Realtors Pvt. Ltd., is the promoter within the meaning of Section 2 (zk) of the said Act of the project namely “**SANIYA HEIGHTS**” under section 5 of the said Act bearing MahaRERA Project Registration No. **P51700008927** (hereinafter referred to as the “**said project**”).
2. On the MahaRERA Project registration webpage the proposed completion date of the said project is mentioned as 31.03.2019, revised proposed completion date is mentioned as 30.12.2021 and the extended date of completion is 31.12.2025. The Respondent has not uploaded occupancy certificate on the MahaRERA portal online, till date.
3. The Complainants at Sr. Nos. 1 to 4 are seeking the following reliefs:

SR. NO	COMPLAINT NOS./ DATE OF FILING	RELIEF SOUGHT
1.	CC00600000039740 6 14.12.2023	<i>a) to direct the Respondent to pay interest to the Complainant for the delay in possession from 31.12.2020 till handing over possession of the flat (with full OC) as per Sec 12 & 18 of the said Act. b) to direct the Respondent to handover peaceful and vacant possession of the said Flat No. 504, in B wing on the 5th floor, admeasuring 942 sq. ft. carpet area in the said project. c) to direct the Respondent to pay Rs.10 Lakhs towards legal expenses, stress, mental harassment and agony</i>

		that the Complainant suffered at the hands of the Respondent. d) as per the provisions of section 69 of the said Act, the promoters, directors, key management personnel of Respondent be punished for the offences they have committed under the Act. e) to penalize the Respondent 5% for project cost for violating various provisions of the said Act. (S.12, S.13, S.18 read with S.69 of the said Act) f) to protect the interest of Allottee or in the public interest, issue such directions as it may deem necessary. g) to protect the interest of the Complainant, provide any other relief provided under the said Act.
2.	CC00600000040840 5 14.12.2023	a) to direct the Respondent to pay interest to the Complainants for the delay in possession from 31.12.2020 till handing over possession of the flat (with full OC) as per Sec 12 and 18 of the said Act. b) to direct the Respondent to handover peaceful and vacant possession of the said 2BHK Flat No. 201, in B wing on the 2nd floor, admeasuring 80.76 sq. mtr. carpet area in the said project. c) If the Hon'ble Authority comes to the conclusion that the possession of the said 2BHK Flat No. 201, in B wing on the 2nd floor, admeasuring 80.76 sq. mtr. carpet area in the said project cannot be granted or ought not to be granted for any reason whatsoever, then in such event, this Hon'ble Authority be pleased to order the Respondent to refund to the Complainant the sum of Rs. 37,50,000/- inclusive of E tax Rs. 2,50,000/- with the interest for the delay of possession. d) to direct the Respondent to pay to the Complainants Rs.10 Lakhs towards costs. e) as per the provisions of section 69 of the said Act, the promoters, directors, key management personnel of Respondent be punished for the offences they have committed under the Act. f) to penalize the Respondent 5% for project cost for violating various provisions of the said Act. (S.12, S.13, S.18 read with S.69 of RERA Act).

		g) to protect the interest of allottees or in the public interest, issue such directions as it may deem necessary. h) to protect the interest of the Complainants, provide any other relief provided under the said Act.
3.	CC00600000037497 2 10.04.2023	a) to direct the Respondent No.1 to handover peaceful and vacant possession of the said Flat No. 404, in B wing on the 4th floor, admeasuring 1414 sq.ft carpet area in the said project. b) to direct the Respondent No.1 to pay interest to the Complainant for the delay in possession from 31.12.2018 till handing over possession of the flat (with full OC) as per section 12 & 18 of the said Act. c) to direct the Respondent No.1 to refund/ reimburse the subvention interest of Rs.19,75,25/-to the Complainant d) to direct the Respondent No. 1 to settle the Respondent No.2 in full for funds received towards loan under the said scheme and relieve the Complainant of any obligation towards Respondent No.2. e) to direct the Respondent No. 1 to Indemnify the Complainants against any future liability from Respondent No.2. f) to direct the Respondent No.1 to pay Rs 10,00,000/- towards mental harassment and Rs 500,000/- towards costs. g) To penalise the Respondent No.1 5% for project cost for violating various provisions of the said Act. (S.7, S.12, S.18 read with S.61 of the said Act) h) As per the provisions of section 69 of the said Act, the promoters, directors, key management personnel of Respondent be punished for the offences they have committed under the Act. i) to protect the interest of the Complainant, and provide any other relief provided under the said Act.
4.	CC00600000042914 0 08.02.2024	a) to direct the Respondent No.1 to handover peaceful and vacant possession of the said 3BHK Flat No. 503, in B wing on the 5th floor, admeasuring 103.49 Sq. Mtr carpet area in the said project. b) to direct the Respondent No.1 to pay interest to the Complainant for the delay in possession from 31.12.

		2020 till handing over possession of the flat (with full OC) as per section 12 & 18 of the said Act c) to direct the Respondent No.1 to refund/ reimburse the subvention interest of Rs.8,81,759/- to the Complainant. d) to settle Respondent No.2 in full for funds received towards loan under the said scheme and relieve the Complainant of any obligation towards Respondent No.2. e) If this Authority comes to the conclusion that the possession of the said 3BHK Flat No. 503, in B wing on the 5th floor, admeasuring 103.49 Sq. Mtr carpet area in the said project cannot be granted or ought not to be granted for any reason whatsoever, then in such event, this Authority be pleased to order the Respondent No. 1 to refund to the Complainant the sum of Rs.90,70,920/- towards the consideration of the said flat (inclusive of registration and stamp duty charges) together with the interest for the delay of possession and the subvention interest of Rs.8,81,759/-. f) to Indemnify the Complainant against any future liability from Respondent No.2 g) to direct the Respondent No.1 to pay cost of Rs.10 lakhs towards legal expenses, stress, mental harassment and agony that the Complainant suffered at the hands of the Respondent No.1. h) to penalize Respondent No. 1 for engaging in unfair practice, making false statements and misrepresentations to the Complainant. i) as per the provisions of section 69 of the said Act, appropriate action to be taken on the Directors, key management personnel of Respondent No.1 for the offences they have committed under the said Act. j) to protect the interest of Allottee or in the public interest, issue such directions as it may deem necessary.
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4. The complaints at Sr. Nos. 1 and 2 were heard on 29.04.2025 and the complaints at Sr. Nos. 3 and 4 were heard on 15.10.2025 wherein the following roznamas were recorded by this Authority:

Sr. Nos · her ein	COMPLAINT NOS./ DATE OF FILING	ROZNAMA REPRODUCED
1.	CC006000000397406 14.12.2023	<i>Both the parties are present.</i>
2.	CC006000000408405 14.12.2023	<i>On perusal of last roznama dated 05.03.2025 which discloses that, Respondent has uploaded reply on MahaRERA website and time till 09.04.2025 was granted to the Complainant to file the rejoinder and both the parties were directed to submit their written arguments prior to the next date. Accordingly, the Complainant has uploaded the rejoinder and written submissions on MahaRERA website. However, the Respondent has not uploaded the same.</i> <i>Considering the same and in the interest of justice, time till 20.05.2025 is granted to the Respondent as last chance to upload the written submissions. Thereafter matter will be reserved for order.</i>
3.	CC006000000374972 10.04.2023	<i>Both parties are present.</i> <i>The advocate for the Complainant submitted that the Complainant has uploaded the amended complaint on the MahaRERA website. The advocate for the Respondent No.1 submitted that she has uploaded the reply to the main complaint. However, due to personal difficulties, the Respondent No.1 was unable to upload the amended reply.</i> <i>The advocate for the Respondent No. 2 submitted that he has not received a copy of the amended complaint, as he has no access to the portal, and hence requested that time be granted to him to upload the reply. The Complainant is directed to serve the copy to Respondent No. 2 on the email. The advocate for the Complainant submitted that the cost may be imposed on the Respondent No.2,</i>

		as at the last stage, he is asking for the complaint copy. Considering the submissions of both parties, time till 10.11.2025 is granted to both the Respondents to upload the reply. Thereafter, time till 25.11.2025 is granted to the Complainant to upload the rejoinder. Thereafter, time till 09.12.2025 is granted to both parties to upload the written arguments. The matter be reserved for order.
4.	CC006000000429140 08.02.2024	The Complainant is present. The advocate for Respondent No.1 is present. The Respondent No.2 is absent, and an ex parte order has been passed against the Respondent No.2. It is seen that on the last date, both the parties submitted that pleadings are completed and time till 05.08.2025 was granted to the parties to upload the written arguments. This matter is reserved for order after 09.12.2025.

5. The brief facts of the complaints at Sr. No. 1 to 4 are as follows:

SR. NO S.	COMPLAINT NOS./ DATE OF FILING	FLAT NO. / WING	Date of Receipt/ BF ¹ /AFS ²	DATE OF POSSESSION	TOTAL CONSIDERATION	TOTAL PAID	RELIEF SOUGHT IN BRIEF
1.	CC00600000039740 6 14.12.2023	Flat No. 504, 5 th Floor, B wing	22.06.2017	December 2020 with grace period on 1 year	Rs.70,00,000/-	Rs, 59,50,000/- (As per receipts) Rs. 31,09,288/- (Admitted by the Respondent)	Directives for execution of agreement, possession, compensation, penalty.

¹ BF – Booking Form

² AFS-Agreement for sale

SR. NO S.	COMPLAINT NOS. / DATE OF FILING	FLAT NO. / WING	Date of Receipt/ BF ¹ /AFS ²	DATE OF POSSESSION	TOTAL CONSIDERATION	TOTAL PAID	RELIEF SOUGHT IN BRIEF
2.	CC00600000040840 5 14.12.2023	Flat No. 201, 2 nd Floor, B Wing,	28.05.2019	31.12.2020	Rs. 29,47,000/-	Rs. 35,00,000/- - (As per complaint and admitted by the Respondent)	Directives for execution of agreement, possession, compensation, penalty.
3.	CC00600000037497 2 10.04.2023	Flat No. 404, 4 th floor, B wing	08.02.2017	December 2018	Rs. 70,00,000/-	Rs. 49,48,720/- - inclusive of taxes (As per receipt) Rs. 30,75,553/- - Admitted by Respondent	Directives for execution of agreement, possession, refund of subvention interest, Respondent No. 1 to settle loan with Respondent No. 2, compensation, penalty.
4.	CC00600000042914 0 08.02.2024	Flat No. 503, 5 th floor, B wing	22.01.2018	31.12.2020	Rs. 90,00,000/-	Rs. 75,18,241/- - excluding Stamp Duty and Registration charges (Admitted by	Directives for execution of agreement, possession, refund of subvention interest, Respondent

SR. NO S.	COMPLAINT NOS. / DATE OF FILING	FLAT NO. / WING	Date of Receipt/ BF ¹ /AFS ²	DATE OF POSSESSION	TOTAL CONSIDERATION	TOTAL PAID	RELIEF SOUGHT IN BRIEF
						Respondent)	nt No. 1 to settle loan with Respondent No. 2, compensation, penalty.

6. The brief submissions of the complainants at Sr. Nos. 1 to 4 are as follows:

SR. NO S	COMPLAINT NOS. / DATE OF FILING	SUBMISSIONS
1.	CC0060000003974 06 14.12.2023	1. The Complainant booked Flat No. 504, in B wing on the 5th floor, admeasuring 942 sq. ft. carpet area in the said project (hereinafter referred to as the "said flat No. 1") on 22.06.2016, by making a payment of Rs. 50,000/- as a booking amount. 2. The total consideration for the said Flat No. 1 was Rs. 70,00,000/-. Out of which, the Complainant paid an amount of Rs. 59,50,000/-towards the sale consideration i.e. more than 91.42% of total consideration amount. 3. The Complainant had taken a housing loan from Dewan Housing Finance Limited (DHFL) in the month of June 2017 and accordingly, the Complainant was paying EMI to DHFL. The said loan was later transferred to Axis Bank. 4. After a year of booking the said flat entered into an Agreement for Sale on 22.06.2017. As per the terms of the said Agreement, the Respondent had agreed to handover the said Flat No. 1 on or before the end of December 2020 and with grace period of one year as force majeure period i.e. December 2021. 5. Till date, the Complainant has not received possession of the said Flat No. 1.

SR. NO S	COMPLAINT NOS./ DATE OF FILING	SUBMISSIONS
		6. The building is still incomplete and the possession has not been given to the Complainant. The Respondent has failed to give the possession of the said Flat No. 1 even after 7 (seven) years from the date of booking. Thus, the Respondent is liable under section 18 of the said Act to give interest for every month of delay till the handing over of the possession as per the prescribed rate.
2.	CC0060000004084 05 14.12.2023	1. The Complainant booked Flat No. 201, 2nd Floor, B Wing, admeasuring 80.76 Sq. Mtrs. carpet area in the said project (hereinafter referred to as the "said flat No. 2") on 21.05.2019, by making a payment of Rs. 4,00,000/- as a booking amount. 2. The total consideration for the said Flat No. 2 was Rs. 29,47,000/-. Out of which, the Complainant paid an amount of Rs. 35,00,000/-towards the sale consideration i.e. more than 127.24% of total consideration amount. 3. The parties entered into an Agreement for Sale on 28.05.2019. As per the terms of the said Agreement, the Respondent had agreed to handover the said Flat No. 2 on or before 31.12.2020. 4. Till date, the Complainant has not received possession of the said Flat No. 2. 5. The Complainant is in mental trauma from the action of the Respondent as the purpose of purchasing the said Flat No. 2 was to gift their daughter at her wedding which already took place and due to the Respondent's false promises, the Complainant failed to fulfill the purpose. The Complainants had specifically relied on the false representations made by the Respondent that till the closure of the said loan, the Complainants will be handed over with the possession of the said flat and took a risk but the possession was not handed over by the Respondent even after 4 years. 6. There is no update or communication from the Respondent. The building is still incomplete and the possession has not been given to the Complainant. The Respondent has failed to give the possession of the said Flat No. 2 even after 4 (four) years from the date of

SR. NO S	COMPLAINT NOS./ DATE OF FILING	SUBMISSIONS
		booking. Thus, the Respondent is liable under section 18 of the said Act to give interest for every month of delay till the handing over of the possession as per the prescribed rate.
3.	CC0060000003749 72 10.04.2023	1. The Complainant booked Flat No. flat No. 404, in B wing on the 4th floor, admeasuring 1414 Sq. ft. carpet area in the said project (hereinafter referred to as the "said flat No. 3"), by making a payment of Rs. 1,00,000/- as a booking amount. 2. The total consideration for the said Flat No. 3 was Rs. 70,00,000/-. Out of which, the Complainant paid an amount of Rs. 49,48,720/- inclusive of taxes i.e. more than 70% of total consideration amount. 3. The said flat No. 3 was booked under a scheme whereby the interest on loan taken from the bank was to be borne by the Respondent No.1, till the possession is handed over to the Complainants. Thereafter, Respondent No.1 shared a promise letter with the Complainants dated 04.11.2016 which clearly stated that the interest on this housing loan shall be borne and paid by the Respondent No. 1 till the handover of possession of the said flat No. 3. 4. The parties entered into an Agreement for Sale on 08.02.2017. As per the terms of the said Agreement, the Respondent had agreed to handover the said Flat No. 3 on or before December 2018. 5. Respondent No.1 has completely defaulted in paying the interest as promised vide promise letter dated 04.11.2016. All the invoices raised towards the interest by Respondent No.2 were paid by Complainant till 05.11.2022. Till date, the Complainant has paid Rs. 78,17,285/- towards the flat consideration. 6. Till date, the Complainant has not received possession of the said Flat No. 3. 7. There is no update or communication from the Respondent. There is no concrete answer given by Respondent No.1 as to when the said project will be completed, if not when will the collected amount will be returned.

SR. NO S	COMPLAINT NOS./ DATE OF FILING	SUBMISSIONS
		8. The Respondent No.1 has failed to provide possession in time, violated the promise letter and has intentionally kept the Complainants in dark for 5 years and have enjoyed money for 5 years by adopting fraudulent and deceptive practices. The Respondent No.1 has continually and persistently made false statements and misrepresentations to the Complainants in order to expropriate hard-earned monies of the Complainants by deceiving them to deposit/ advance such huge money in this false and inoperable project. Therefore, the Complainants are entitled to withdraw from the project under clause 18 of Rera model agreement as well as u/s 12, 18 of the said Act. Further the Complainants are entitled for interest u/s 12, 18 of the said Act and sought relief of possession and interest.
4.	CC0060000004291 40 08.02.2024	1. The Complainant booked Flat No. Flat No. 503, in B wing on the 5th floor, admeasuring 103.49 Sq. Mtrs. carpet area in the said project (hereinafter referred to as the "said flat No. 4") on 29.12.2017, by making a payment of Rs. 5,00,000/- as a booking amount. 2. The total consideration for the said Flat No. 4 was Rs. 90,00,000/-. Out of which, the Complainant paid an amount of Rs. 84,00,000/-towards the sale consideration i.e. more than 95% of total consideration amount. 3. The parties entered into an Agreement for Sale on 22.01.2018. As per the terms of the said Agreement, the Respondent had agreed to handover the said Flat No. 4 on or before 31.12.2020. 4. As per the understanding arrived between the Complainant and Respondent No.1 on 24.01.2018, the said flat No. 4 was booked under a subvention scheme whereby the interest towards the loan taken from the financial institution (i.e. Respondent No.2) was to be borne by the Respondent No. 1. The Respondent No. 1 vide letter dated 21.02.2018 pledged that the interest payable by the Complainant towards the Loan Account taken to purchase the said flat, shall be borne by the Respondent No.1 till the date of

SR. NO S	COMPLAINT NOS./ DATE OF FILING	SUBMISSIONS
		possession of the said flat No. 4. The Complainant was given false declaration/hopes by the Respondent No.1 that the Complainant need not be worrying about the interest and hence lured him into purchasing the said flat. 5. As per the understanding arrived upon between the Complainant and Respondent No. 1, the Respondent No. 1 initiated the process of housing loan application in the month of January 2018 from Respondent No. 2. 6. The Complainant after several repeated requests and reminder to the Respondent No. 1 regarding payment of PEMI towards the said loan account the Respondent No.1 finally transferred Rs.2,98,148/- and Rs. 82,094/- (in two different transactions) into Complainant's bank account, the Complainant later on 31.05.2019 and 30.06.2019 transferred/paid the same to Respondent No.2. The Respondent No.1 has till date paid only Rs.3,80,242/- to Respondent No. 2, on behalf of the Complainant towards the said loan account after several requests. 7. The Respondent No.1 has failed to provide possession in time, repeatedly violated the terms of Agreement for Sale and promise letter, has intentionally kept the Complainant in dark for 6 years and have enjoyed money for 6 years by adopting fraudulent and deceptive practices. The Respondent No.1 has fraudulently revised the said date of possession from 31.12.2020 to 31.12.2024. 8. The Complainant has been waiting for more than 6 years (i.e. 2018-2023) to get the possession of the said flat No. 4, however, there is no update or communication from the Respondent No. 1. The Complainant have made repeated attempts to follow up, but the Respondent No.1 has not responded to any of his inquiries. 9. Till date, the Complainant has not received possession of the said Flat No. 4. 10. There is no update or communication from the Respondent. The building is still incomplete and the possession has not been given to

Sr. No S	COMPLAINT NOS./ DATE OF FILING	SUBMISSIONS
		the Complainant. The Respondent No. 1 has failed to give the possession of the said Flat No. 4 even after 6 (six) years from the date of booking. Thus, the Respondent is liable under section 18 of the said Act to give interest for every month of delay till the handing over of the possession as per the prescribed rate.

7. The brief facts of the reply of the Respondent are as follows: -

A.

Sr. No.	COMPLAINT NOS./ DATE OF FILING	Reply of Respondent
1.	CC006000000397406 14.12.2023	1. Due to Corona Pandemic 2019, the Respondent could not fetch or obtain sanction and permissions from Competent Authority to avail additional FSI to be loaded on the said project as per specifications mentioned in the sanctioned plan and within the contractual commitments decided between the Owners and Developers. 2. On or around 13.03.2020, the Bhiwandi Nizampur Municipal Corporation has again issued amended Commencement Certificate which availed part additional FSI to the extent of 5563.12 Sq. Mtrs. Having ground plus Seventeen floor for phase 1 building and ground + Nineteen floors for second building, which delayed the said project. 3. On execution of Agreement, the Complainant paid part consideration of Rs. 49,00,000/- out of total consideration Rs. 70,00,000/-. 4. The Respondent refunded amount of Rs. 10,00,000/- to the Complainant from its sister concern company i.e. Platinum Reality and Infrastructure Pvt. Ltd. The Respondent denied the receipt of the said alleged payment of Rs. 11,00,000/- On demand of the Complainant, the Respondent has returned the part payment totalling to Rs. 7,90,712/- on different dates. There is still outstanding balance of Rs. 28,90,712/- towards consideration as agreed under the Agreement. 5. Without utilizing the said available TDR/FSI, the viability of the said project may fall under severe loss to the

		Respondent No. 1 hence, it was necessary to avail additional FSI/TDR to load on the said project. 6. During construction period, many a times, the Respondent had to stop the work due to sanctions and non-availability of building materials during Covid Pandemic. 7. As per the agreed contract between the parties, it was the contractual obligation of the Complainant to come forward and make balance payment as the said project was nearing completion. However, the Complainant has failed to make the balance payment as agreed under the Agreement. 8. The Complainant with wrongful intention to defraud the Respondent, tried to claim the refunded amount of Rs. 17,90,712/- which was validly returned to the person on the instruction of the Complainant and also an amount of Rs. 50,000/- allegedly paid on 22.06.2016 as an advance consideration never paid to the Respondent before the execution of the Agreement for Sale as alleged. 9. Considering the actual disbursement of Rs. 48,50,000/- made by the DHFL towards housing loan and another part payment of Rs. 50,000/- on 22.06.2017. Hence, the Complainant made total amount of Rs. 41,09,288/- towards consideration after adjustment of refunded amount and there is still outstanding balance of Rs. 28,90,712/- 10. The Respondent shown its readiness and willingness to refund the receipt amount to the tune of Rs. 41,09,288/- with reasonable interest and in alternate, if the Complainant wants to stay in the project, reasonable interest may be levied on the balance consideration amount of Rs. 28,90,712/-.
2.	CC006000000408405 14.12.2023	1. Due to Corona Pandemic 2019, the Respondent could not fetch or obtain sanction and permissions from Competent Authority to avail additional FSI to be loaded on the said project as per specifications mentioned in the sanctioned plan and within the contractual commitments decided between the Owners and Developers. 2. On or around 13.03.2020, the Bhiwandi Nizampur Municipal Corporation has again issued amended Commencement Certificate which availed part additional FSI to the extent of 5563.12 Sq. Mtrs. Having ground plus Seventeen floor for phase 1 building and ground + Nineteen floors for second building, which delayed the said project. 3. The Respondent has agreed to sell the said Flat No. 2 for Rs. 65,20,000/- but on the request and insistence of the Complainant, the Respondent had agreed to execute Agreement for Rs. 29,47,000/- on the terms and conditions mentioned therein.

		4. That there was an apparent typographical error in clause 15 of the said Agreement in relation to the date of handing over possession of the said Flat No. 2 which was to be written as on or around 31.12.2020 with grace period of 1 year but it was wrongly typed as 31.12.2020 omitting the grace period of one year. 5. On execution of Agreement, the Complainant paid part consideration of Rs. 29,00,000/- out of total consideration Rs. 65,20, 000/-. In addition to the above, till date the Complainant paid the total consideration of Rs. 35,00,000/- there is still outstanding of Rs. 30,20,000/- 6. Without utilizing the said available TDR/FSI, the viability of the said project may fall under severe loss to the Respondent No. 1 hence, it was necessary to avail additional FSI/TDR to load on the said project. 7. During construction period, many a times, the Respondent had to stop the work due to sanctions and non-availability of building materials during Covid Pandemic. 8. As per the agreed contract between the parties, it was the contractual obligation of the Complainant to come forward and make balance payment as the said project was nearing completion. However, the Complainant has failed to make the balance payment as agreed under the Agreement. 9. The Respondent shown its readiness and willingness to refund the receipt amount to the tune of Rs. 41,09,288/- with reasonable interest and in alternate, if the Complainant wants to stay in the project, reasonable interest may be levied on the balance consideration amount of Rs. 28,90,712/-.
3	CC006000000374972 10.04.2023	1. There was an apparent typographical error in clause 5 of the said Agreement for Sale in relation to the date of handing over of possession of said flat No. 3 on which the Respondent had agreed to hand over the said Flat No. 4 was on before December 2020 with grace period of 1 (one) year but it was wrongly typed as December 2018. 2. The payment as referred under the caption of loan account of IIFL bearing Home Loan A/c No. 777383 (A) in Exhibit-D to the amended Complaint, allegedly to be paid by Complainant through their account of Moosa Textile in favor of IDBI Bank to the tune of Rs. 19,70,525.13 (Rupees Nineteen Lakhs Seventy Thousand Five Hundred Twenty-Five and Thirteen paise Only) towards EMI for the Housing loan availed for purchasing the said Flat premises, hence it cannot be considered as consideration to be paid under the said agreement for sale dated 08.02.2017. 3. The Respondent denied having received cash of Rs. 8,29,553/-.

		4. the payment as referred under the caption of RTGS(C) in Exhibit-D to the amended Complaint, allegedly to be paid by Complainant through the account of Moosa Textile to the tune of Rs. 15,50,000/- (Rupees Fifteen Lakhs Fifty Thousand Only) in favor of Respondent No.1, which was refunded from the account of Respondent No.1 and its sister concern Company i.e. Platinum Reality and Infrastructure Pvt. Ltd. on the instruction of Complainant in different transactions and denied receipt of any amount to third Shanawaz Momin who was the employee of the Respondent. 5. the payment towards stamp duty and registration charges paid under the said agreement borne by this Respondent transferring in favor of Advocate Sunil Narayan Patil for making payment stamp duty & registration charges in relation to the subject Flat premises and the Complainant has not yet re-imbursed the said charges to this Respondent. 6. the Complainant had paid only consideration to the tune of Rs. 30,75,553/- (Rupees Thirty Lakhs Seventy-Five Thousand Five Hundred and Fifty-Three only) out of total agreed consideration of Rs. 70,00,000/- (Rupees Seventy Lakhs only) as referred under the para No. 5 hereinabove and thereafter on the insistence of Complainant as the complainant intends to withdraw from the said project, this Respondent refunded to the tune of Rs. 15,00,000/-. There is now remaining balance to the tune of Rs. 15,75,553/- towards consideration as agreed under the said Agreement for sale dated 08.02.2017 after adjusting all refunds of payment. 7. Without making entire sale consideration, the Respondent will not be in possession to hand over the said flat No. 3. 8. Alleged letter at Exhibit-B is forged and manipulated as there was no assurances made thereto either in writing or oral. 9. The Respondent is ready and willing to refund the actual balance sale consideration to the tune of Rs. 15,75,553/- with reasonable interest on release of bank charge/lien created by the Complainant on the said flat No. 3 and in alternate, if the Complainant wants possession of the said flat No. 3, then the balance consideration of Rs. 54,24,447/- with reasonable interest may levied on the balance consideration amount, which is still pending at the end of Complainant as per terms of Agreement for sale dated 08.02.2017.
4	CC006000000429140 08.02.2024	1. Due to Corona Pandemic 2019, the Respondent could not fetch or obtain sanction and permissions from Competent

		Authority to avail additional FSI to be loaded on the said project as per specifications mentioned in the sanctioned plan and within the contractual commitments decided between the Owners and Developers. 2. On or around 13.03.2020, the Bhiwandi Nizampur Municipal Corporation has again issued amended Commencement Certificate which availed part additional FSI to the extent of 5563.12 Sq. Mtrs. Having ground plus Seventeen floor for phase 1 building and ground + Nineteen floors for second building, which delayed the said project. 3. Without utilizing the said available TDR/FSI, the viability of the said project may fall under severe loss to the Respondent No. 1 hence, it was necessary to avail additional FSI/TDR to load on the said project. 4. Due to delay in the said project, the Complainant approached the Respondent No. 1 for refund of the consideration amount along with certain benefits, which was accepted by the Respondent and accordingly, made part payment towards refund of considerations to the wife of the Complainant via different transactions amounting to Rs. 18,41,000/-. Stamp Duty and Registration charges were paid by the Respondent No. 1 on behalf of the Complainant and hence, there is outstanding of 14,81,759/- towards consideration. 5. During construction period, many a times, the Respondent had to stop the work due to sanctions and non-availability of building materials during Covid Pandemic. 6. During this duration, the Complainant had even approached Bhivandi Civil Court in the form of Civil Suit to seek injunction against the Respondent from carrying out further construction work beyond 6th floor as per First Commencement Certificate and even in Hon'ble Bombay High Court. 7. The Respondent should not responsible for not performing any obligation if it was prevented delayed or hindered by any act not within the reasonable control of the Company or force majeure events. 8. The said project is nearing completion. After which, the Respondent would apply for OC and the delay in granting permissions/sanctions by Competent Authority cannot be attributable to the Respondent. There was no intentional delay in completing the project. 9. It was also contractual obligation of the Complainant to come forward and make balance payment as the said project was nearing completion.
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		10. The Complainant is not entitled to possession unless and until the payment of balance consideration alongwith money taken as refund from this Respondent. 11. The Complainant has already accepted refund to the tune of Rs. 18,41,000/- towards his earnest money and other delayed charges on the assurance to cancel the booking of the said Flat No. 4 with assurance to clear his loan with the bank. 12. The alleged payment of Rs. 1,00,000/- was released in relation to another booking of Flat No. 504 hence, the Complainant had only deposited Rs. 5,00,000/- for the booking of the said Flat No. 4 which is the subject matter of the present complaint. 13. The Respondent denied having issued letter giving waiver of interest or that cost of interest was borne by the Respondent on account of the approval of the Respondent No. 2 and no such Agreement has been executed by the Respondent with the financier.
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8. The Complainants in all the complaints have filed the rejoinders. The brief facts of the rejoinders are as follows:-

Sr. No.	COMPLAINT NOS./ DATE OF FILING	Rejoinders of Complainants
1.	CC006000000397406 14.12.2023	1. The Complainant on its recent visit to the construction site of the said project discovered that even after 4 years from the date of possession the project is still incomplete. 2. the Respondent has drafted the standard unilateral Agreement for Sale without sharing the draft for approval. The Respondent had drafted the said Agreement for safeguard their rights as these clauses grants the builder unilateral control over aspects of the agreement, including changes to terms, scope, and specifications, while limiting the builder's liability 3. the Respondent had unilaterally changed the plans and removed certain amenities from the said project. 4. The MREAT judgement also clarified that the promoter is not entitled to this moratorium benefit, as possession was promised by December 2019 under the Agreement for Sale, which was prior to the onset of the Covid Pandemic. On the onset it is stated that the Respondent has promised the possession to the Complainant by 31.12.2020. In the present scenario, the Respondent failed to deliver the possession of the said even after 3 years after covid- 19 outbreak and

		hence this Authority should dismiss the plea seeking for condoning the delay in disguise of "Force Majeure - Covid 19. 5. after obtaining the said Commencement Certificate it was further amended twice on 13.03.2020 and 16.02.2023, and these amendments were carried out by the Respondent without prior intimation in writing and approval of the Complainant. Once the Commencement Certificate is obtained, no further amendments are required to construct the project. 6. The amendments carried out by the Respondent are to add 12 extra floors being carried out to gain benefit on cost of the Allottees whereas as per the Commencement Certificate dated 31.05.2019, the Original Plan was to construct 7 floors. However, the Respondent unilaterally changed the plan to construct 12 additional floors and the same is admitted in Para 4 (iii) & (iv) of the Reply of the Respondent. 7. It was denied that the upon request of the Complainant, the Respondent had refunded Rs. 10,50,000/- to the Complainant from its sister concern's bank account i.e. Platinum Reality and Infrastructure Pvt. Ltd. It is further denied that the Complainant had ever requested to refund the amount paid by him towards the consideration of the said flat. It is furthermore stated that the document marked as "Exhibit 5" seems to be manipulated and forged. 8. It is further denied that the Complainant are required to any outstanding balance of Rs.28,90,712/-. 9. the Respondent had never raised any demand letter to the Complainant for payment of any dues because the Complainant had already paid the total consideration amount of Rs. 64,00,000/-. 10. As per the Respondent, due to Covid-19 Pandemic, the work had been put on hold till April 2021 and it has been almost 3 years since then but the Respondent has not responded to any of the Complainant queries. 11. The Respondent cannot override promised date of possession i.e. 31.12.2020.
2.	CC006000000408405 14.12.2023	1. The Complainant on its recent visit to the construction site of the said project the Complainant discovered that even after 4 years from the date of possession the project is still incomplete. 2. the Respondent has drafted the standard unilateral Agreement for Sale without sharing the draft for approval. The Respondent had drafted the said Agreement for safeguard their rights as these clauses grants the builder unilateral control over aspects of the agreement, including

		changes to terms, scope, and specifications, while limiting the builder's liability 3. the Respondent had unilaterally changed the plans and removed certain amenities from the said project. 4. The MREAT judgement also clarified that the promoter is not entitled to the moratorium benefit, as possession was promised by December 2019 under the Agreement for Sale, which was prior to the onset of the Covid Pandemic. On the onset it is stated that the Respondent has promised the possession to the Complainant by 31.12.2020. In the present scenario, the Respondent failed to deliver the possession of the said even after 3 years after covid- 19 outbreak and hence this Authority should dismiss the plea seeking for condoning the delay in disguise of "Force Majeure - Covid 19. 5. After obtaining the said Commencement Certificate it was further amended twice on 13.03.2020 and 16.02.2023, and these amendments were carried out by the Respondent without prior intimation in writing and approval of the Complainant. Once the Commencement Certificate is obtained, no further amendments are required to construct the project. 6. The amendments carried out by the Respondent are to add 12 extra floors being carried out to gain benefit on cost of the Allottees whereas as per the Commencement Certificate dated 31st May 2019, the Original Plan was to construct 7 floors. However, the Respondent unilaterally changed the plan to construct 12 additional floors and the same is admitted in Para 4 (iii) & (iv) of the Reply of the Respondent. 7. It was denied that the Complainants had agreed to purchase the said flat on total consideration of Rs. 65,20,000/-. As per clause 4 of the Agreement for Sale dated 28.05.2019, the total flat consideration was Rs. 29,47,000/-. The Respondent collected a total amount of Rs.2,50,000/- from the Complainants in the name of Stamp Duty and Registration Fees. Initially the Respondent had only paid Rs. 30,000/- for registration work and the stamp duty fees was fraudulently retained by the Respondent until the Complainants approached him. This amount of Rs.2,20,000/- was later paid by the Respondent towards stamp duty charges which was collected by the Complainants. 8. As per clause 3 of the Agreement Sale dated 28.05.2019, the Respondent promised the Complainants to reserve one parking space exclusively for the Complainants. It is also submitted that there was no oral understanding between
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		the parties to make payment of Rs. 65,20,000/- towards the total flat consideration.
3	CC006000000374972 10.04.2023	1. The Complainant on its recent visit to the construction site of the said project the Complainant discovered that even after 4 years from the date of possession the project is still incomplete. 2. after obtaining the said Commencement Certificate it was further amended twice on 13.03.2020 and 16.02.2023, and these amendments were carried out by the Respondent without prior intimation in writing and approval of the Complainant. Once the Commencement Certificate is obtained, no further amendments are required to construct the project. 3. The amendments carried out by the Respondent are to add 12 extra floors being carried out to gain benefit on cost of the Allottees whereas as per the Commencement Certificate dated 31.05.2019, the Original Plan was to construct 7 floors. However, the Respondent unilaterally changed the plan to construct 12 additional floors and the same 4. the total amount disbursed by bank to the Respondent No.1 is Rs.32,46,720/- and the same is reflected in the loan account statement of the said bank. 5. the Complainant has paid the total amount of Rs. 8,29,553/- vide cash to the Respondent No.1 and denied that there is any outstanding balance of Rs. 39,24,447/- towards consideration. 6. As per the contention of the Respondent, due to Covid-19 Pandemic the work had been put on hold till April 2021 and it has been almost 3 years since then but the Respondent has not responded to any of the Complainants queries and denied that it was essential for the Respondent No.1 to avail additional FSI/TDR to load on the said project to overcome losses. It is submitted that the Complainant has till date paid huge amounts towards the said flat including stamp duty and registration and have not received the possession of their flat till date. Further it is pertinent to note that Covid 19 pandemic hit India 2 years after the promised possession date had lapsed and the Respondent No.1 is falsely seeking refuge under the excuse of the Covid Pandemic. 7. It is further absolutely denied that Complainant with an intention to defraud the Respondent No.1 tried to claim the refunded amount of Rs. 15,50,000/- which was validly returned to the person and the Respondent No.1 is put to strict proof thereof. Complainant has not received any such amount from the Respondent No.1.

		8. Respondent No.1 introduced the Complainant to the executive Director of the Financial partner, namely IIFL Home Loans Limited for availing the housing loan and accordingly Complainant submitted all the required documents with Respondent No.2. The flat was booked under a scheme whereby the interest on loan taken from the bank will be funded by the bank shall be borne by the Respondent No. 1, till the possession is handed over to the Complainants. Thereafter, Respondent No.1 Shared a promise letter with the Complainants dated 04.11.2016 which clearly stated that the interest on this housing loan shall be borne and paid by the Respondent No. 1 till the handover of possession of the said flat. 9. It was denied that there was an apparent typographical error in clause 5 of the Agreement for Sale in relation to the handing over of the possession of the subject flat and that it was wrongly typed as December 2018 instead of December 2020 with grace period of 1 year.
4	CC006000000429140 08.02.2024	1. on its recent visit to the construction site of the said project the Complainant discovered that even after 4 years from the date of possession the project is still incomplete. 2. the Complainants have paid Rs. 99,52,6791- (inclusive of loan disbursed, taxes and Interest paid on Home Loan Account of Rs.8,81,7591- to the Respondent No.1. 3. It is further denied that the Respondent No.1 had refunded Rs. 18,41,000/- to the Complainant as claimed by the Respondent No.1 in its Reply. 4. the Respondent No.1 had never raised any demand letter to the Complainant for payment of any dues because the Complainant had already paid the total consideration amount of Rs.99,52,679/- and denied that the Respondent No.1 had refunded Rs. 18,41,000/- and that the Complainant is required to pay Rs.39,00,259/- to the Respondent No.1. 5. according to the Respondent on behalf of the Respondent No.1 that due to Covid-19 Pandemic the work had been put on hold till April 2021 and it has been almost 3 years since then but the Respondent No.1 has not responded to any of the Complainant queries. It is furthermore denied that it was essential for the Respondent No.1 to avail additional FSI/TDR to load on the said project to overcome losses.

8. The Complainants and the Respondent have filed written arguments in all the complaints, however, the Complainants and the Respondent have repeated and reiterated the contents of the complaint, reply and rejoinder.
9. From the above facts and submissions mentioned herein the issue before this Authority for adjudication is that *whether the complainants at Sr. No. 1 to 4 are entitled to seek reliefs under the said Act?*
10. Before answering the issue framed hereinabove at para no. 9 herein the following observations are noteworthy:
11. All the Complainants have contended that they have paid the amount to the Respondent more particularly mentioned in their respective complaints. Whereas, it is the contention of the Respondent in their respective replies that they have refunded amount to the Complainants as stated in their reply. However, the Complainants have denied that the Respondent has refunded the amounts as alleged to have been refunded by the Respondent and hence, this Authority has no reason to disbelieve the contentions of the Complainants as the payments contended to be made by the Complainants are corroborated with documentary evidence issued by the Respondent to the respective Complainants and there is no documentary evidence produced by the Respondent confirming the refunds made to the Complainants by the Respondent save and except account statements and Google Pay transaction receipts, which have already been denied by the Complainants.
12. It is also seen that the Agreements entered into between the parties had mentioned agreed date of possession more particularly mentioned in para 5 above.
13. It is the contention of the Respondent that in some of the Agreement, the possession date has been incorrectly mentioned as December 2020 instead of December 2020 with grace period of 1 year, however, the said contention does not hold good as the dates mentioned in the registered Agreements have not been changed by executing a correction and/or supplementary deed correcting the dates as per the contention of the Respondent. Hence, by

virtue of registered Agreements for Sale which are brought before this Authority, the Respondent is liable to adhere.

14. Moving ahead to answer the issue framed at **para No. 9** herein pertaining to reliefs claimed by complainants at **Sr. Nos. 1 to 4** under section 18 of the said Act on account of delay in handover of possession. Upon perusal of section 18 the essentials to seek relief under Section 18 are:
 - A. Failure of promoter to give possession in accordance with the terms of the Agreement for Sale and within the date specified in the contract between the Parties;
 - B. Inability of the Promoter to complete the said Project.
15. Further the provisions of section 18 are clear that if the promoter fails to handover possession by the agreed date, the respondent shall be liable to pay interest to the allottee and this provision does not provide for any waiver or disclaimer or exception or force majeure event happening. It is an absolute provision. It is clear that remedy under the Section 18 is available to the allottee only after the promised date of possession/completion is expired and not before and hence to determine the issue at hand it is paramount to examine the material placed on record to discover the date of completion/date of possession as was agreed between the parties herein.
16. Further from the records it is observed that the said project is still not complete as no occupancy certificate or completion certificate pertaining to the flats which are subject matter of this order has not been uploaded by the Respondent on the MahaRERA said Project registration webpage. Thus, there is a delay on part of the Respondent regarding the handover of possession of the flats to the Complainants with occupancy certificate in terms of the date of possession mentioned in the Agreements.
17. I have gone through the judgments relied upon by the parties.

18. The Complainants at **Sr. Nos. 1 to 4** have placed before the Authority respective registered agreements pertaining to their subject flats. The date of possession of the subject flats agreed between the parties mentioned in the respective agreements is tabulated herein below and the same shall be considered for calculation of interest on account of delay caused.

Sr. No. herein	COMPLAINT NO. & DATE OF FILING	DATE OF AFS	DATE OF POSSESSION AS PER AFS	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
1.	CC0060000003974 06 14.12.2023	AFS - 22.06.2017	December 2020 with grace period on 1 year	01.01.2022	Date of actual handover of possession with occupancy certificate.
2.	CC0060000004084 05 14.12.2023	AFS - 28.05.2019	31.12.2020	01.01.2021	
3.	CC0060000003749 72 10.04.2023	AFS - 08.02.2017	December 2018	01.01.2019	
4.	CC0060000004291 40 08.02.2024	AFS-22.01.2018	31.12.2020	01.01.2021	

19. Further, it is pertinent to note here that the provisions of section 18 do not provide for any waiver or disclaimer or exception. It is an absolute provision.
20. With regard to the Complainants claiming compensation for delay in possession is concerned, this Authority has already granted interest which is compensatory in nature and hence no order for compensation can be passed in favour of the Complainants.
21. With respect to the reliefs claimed by the Complainants for imposition of penalty on the respondent promoter u/s. 61 and 69 of the said Act, the Authority finds that the Complainants have failed to satisfy the authority and put forth any substance to grant such relief and thus the same stands rejected.

22. The Respondent may claim benefit of moratorium granted in Order No. 14 of 2020 for payment interest.
23. Therefore, after considering the aforementioned observations, provisions of the Act, facts of the case, submissions of the parties and the material placed on record, the Authority hereby concludes that the Respondent has failed to handover possession along with occupancy certificate by the dated of possession mentioned in the agreement thereby causing considerable delay in completion of the said project and as such the complainants at **Sr. Nos. 1 to 4** are entitled to seek relief under section 18 for possession along with interest on account of delay in handover of possession, from the date as more specifically mentioned herein above in para no. 17 hereinabove and are also entitled to costs of the present complaints respectively. Thus, the **issue framed at para No. 9 with regard to complaints at Sr. Nos. 1 to 4 is answered in the affirmative.**

FINAL ORDER

24. 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 Complainants at Sr. Nos. 1 to 4 are entitled to the possession of the said Flat Nos. 1 to 4 and to claim interest for delay in handing over possession on the total amount paid to the Respondent (*excluding amounts paid towards taxes and other charges such as stamp duty, registration fees and such other amounts paid to statutory authorities*) from the date specifically mentioned herein in the table at para no 17 in the column “INTEREST TO BE PAID FROM” at the rate as prescribed *under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules 2017* till the date of actual handover of possession with occupancy certificate.

- B. The total arrears of interest accrued, shall be set off /adjusted against any outstanding dues required to be paid by the Complainants towards the said flat Nos. 1 to 4 in terms of the Agreements if any,
- C. In the complaints at Sr. Nos. 1, 2 and 4, the Respondent is entitled to claim the benefit of “moratorium period” as mentioned in the Notifications / Order Nos. 14 MahaRERA.
- D. Cost of Rs. 10,000/- (Rupees Ten Thousand Only) to be paid to the Complainants in each complaint, respectively.

**RAVINDRA
PADMAKARAO
DESHPANDE**

Digitally signed by
RAVINDRA PADMAKARAO
DESHPANDE
Date: 2026.03.12 17:11:25
+05'30'

**Ravindra Deshpande
Member II, MahaRERA**

Date :- 12.03.2026