BEFORE THE MAHARASHTRA
REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held in hybrid mode

COMPLAINT NO. CC12602485

1. BIRENDRA RAMKARAN SHUKLA
2. NEELAM BIRENDRA SHUKLA …. COMPLAINANT

VS

ASSETS REALITY …. RESPONDENT

MAHARERA PROJECT REGISTRATION NO. P51700008568

ORDER

August 6th, 2026

(*Date of hearing 27.07.2026 - matter was reserved for orders*)

Coram: Manoj Saunik, Chairperson, MahaRERA

Complainant is present.
Ritesh Mishra present for respondent.

1. The complainant is a home buyer / allottee within the meaning of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "Act"). The respondent is the promoter within the meaning of Section 2 (zk) of the said Act for the project namely "THE CHALETS AVENUE" registered under section 5 of the said Act bearing MahaRERA project registration no. P51700008568 (hereinafter referred to as the "project").

2. On the MahaRERA project registration webpage the original proposed completion date of the captioned project is mentioned as 30.11.2018 and the revised proposed date of completion is mentioned as 31.03.2028.

3. The complainant is seeking following reliefs:

> *"(1) The allottee shall be entitled to obtain the information relating to sanctioned plans, layout plans along with the specifications, approved by the competent authority and such other information as provided in this Act or the rules and regulations made thereunder or the agreement for sale signed with the promoter.*
> *(2) The allottee shall be entitled to know stage-wise time schedule of completion of the project, including the provisions for water, sanitation, electricity and other amenities*

and services as agreed to between the promoter and the allottee in accordance with the terms and conditions of the agreement for sale.
(3) The allottee shall be entitled to claim the possession of apartment, plot or building, as the case may be, and the association of allottees shall be entitled to claim the possession of the common areas, as per the declaration given by the promoter under sub-clause (C) of clause (I) of sub-section (2) of section 4.
(4) The allottee shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation in the manner as provided under this Act, from the promoter, if the promoter fails to comply or is unable to give possession of the apartment, plot or building, as the case may be, in accordance with the terms of agreement for sale or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of this Act or the rules or regulations made thereunder.
(5) The allottee shall be entitled to have the necessary documents and plans, including that of common areas, after handing over the physical possession of the apartment or plot or building as the case may be, by the promoter.
(6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.
(7) The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6).
(8) The obligations of the allottee under sub-section (6) and the liability towards interest under sub-section (7) may be"

4. The captioned complaint was heard on 27.07.2026 and the following roznama was recorded by this Authority:

"Heard both parties. The matter is reserved for order."

5. The relevant details recorded in the materials placed on record in the captioned complaint are as follows:

COMPLAINT No. & DATE OF FILING	UNIT NO.	DATE OF AFS[1]	POSSESSION DATE AS PER AFS	TOTAL CONSIDERATION (INR)	RELIEFS SOUGHT
CC12602485 28.04.2026	702, 07th floor, A wing.	02.03.2017	31.03.2018	Rs. 12,07,200/-	Possession with interest

1 AFS- Agreement for sale

6. The submissions of the complainant are as follows:

A. The complainant submits that they are seeking possession of the subject apartment and the same is not delivered by the respondent till date.

B. That the pending amount payable by the complainant is Rs. 2,74,000/- as per the terms of the agreement. However, the respondent promoter claims Rs 10,22,000/- at some point of time or claims Rs. 20,00,000/- on other point of time, which does not have any legitimate base.

C. The complainant prays for possession under the captioned complaint.

7. The submissions of the respondent are as follows:

A. That the complaint is not maintainable, discloses no cause of action, suppresses material facts and has been filed only to harass the respondent and seek duplicate relief.

B. That the complainant had earlier filed Complaint No. CC006000000196221, wherein MahaRERA by order dated 05.08.2021 directed payment of interest up to 01.04.2023 and thereafter till possession. Pursuant to the Hon'ble High Court's directions, the respondent paid Rs.7,03,715.60. Hence, the present complaint amounts to double jeopardy.

C. That the project is complete, the Occupation Certificate application dated 24.12.2024 is pending before Kulgaon Badlapur Municipal Council, and the delay is attributable to false RTIs, complaints and litigations by the complainant and other defaulting allottees. Conditional possession has been offered to allottees who cleared their dues.

D. That scrutiny by Kulgaon Badlapur Municipal Council and ADTP found no wrongdoing in the project. Around 11 defaulting allottees are in unauthorized possession, have illegally formed Premkunj CHS Ltd., and Appeal No. 11-2026 challenging its registration is pending before the Divisional Joint Registrar, Konkan Bhavan.

E. That the complainant suppressed payment obligations under the registered Agreement for Sale, including consideration of Rs.12,07,200/-, taxes and

other charges, made no payment since June 2018, and acted in collusion with erstwhile partner Pankaj Trivedi.

F. That the project was completed in December 2023 despite fraud and misappropriation of Rs.1.40 crores by erstwhile partners, defaults by 88% of allottees, site destruction, threats, an attempt to murder and the Covid-19 pandemic. The respondent seeks dismissal of the complaint and withdrawal of the complainant's membership from the allegedly illegal society.

8. From the above facts and the submissions, the issues that need to be considered is *whether the complainant is entitled to seek reliefs under the provisions of the said Act?*

9. Before answering the issued framed hereinabove, the following observations are noteworthy:

A. With respect to the subject flat and with respect to the same parties in the captioned complaint, this Authority has adjudicated certain issues in previous complaints and relevant orders are issued from time to time by this Authority. The details and relevant part of the same are enumerated hereunder:

Sr. No.	Relevant part of the order reproduced
1.	CC006000000196221, filed on 04.03.2021, Birendra Ram Karan Shukla VS M/s. Assets Reality, Order dated 05.08.2021 issued by MahaRERA Authority. *"9. Thus, in the present complaint, the following observations are noteworthy:* *a. That the Respondent has not disputed and/ or refuted to the possession date i.e. March 2018 and he has admitted same fact in their reply dated 15.05.2021. Thus, there is no dispute with regard this date of possession by the Respondent.* *b. Further the provisions of section 18 are clear that if the Respondent fails to handover possession by the specified date i.e. March 2018 is liable to pay interest to the Complainant and this provision does not provide for any waiver or disclaimer or exception or force majeure event happening. It is an absolute provision. Reasons for delay as stated by the Respondent can be grounds for consideration with regard to seeking extension of the completion date under MahaRERA for the said Project and not otherwise.* *10. Thus, from the above observations is it clear that the Respondent has violated provisions of section 18 which is clear from its own admission and*

Sr. No.	Relevant part of the order reproduced
	hence the Respondent is liable to pay interest to the Complainant for the delay in handing over the possession from 01.04.2018 onwards till date of handing over the possession. Thus, the answer to issue no. a is affirmative. *FINAL ORDER* *The Respondent is directed to pay interest from 1't April, 2018 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 lnterest and Disclosures on Website) Rules 2017 till the handover of possession of the said apartment."*
2.	Non-compliance application filed on 11.11.2021, IN complaint no. CC006000000196221 Birendra Ram Karan Shukla VS M/s. Assets Reality. Order dated 02.12.2022 Issued by Secretary, MahaRERA. *"6. After hearing the arguments of the parties, it is pertinent to note that the respondent has failed to pay the interest for delay to the complainant as per the directions issued in the said order. Hence, the complainant is entitled to seek issuance of warrant. Hence, any further time granted to the respondent would lead to injustice to the complainant.* *7. Therefore, the MahaRERA had no alternative but to proceed with action under section 40 (1) of RERA against the respondent. It is therefore, directed to issue a recovery warrant under section 40(1) of RERA read along with rule 3 of the Maharashtra Real Estate (Regulation & development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaint & Appeals etc.) rules, 2017, against the unsold inventory in the project of the respondent.* *8. In view of the above, the application of non-compliance stands disposed of."*
3.	Non-compliance application filed on 24.06.2025, IN Complaint no. CC006000000196221 Birendra Ram Karan Shukla VS M/s. Assets Reality Order dated 31.10.2025 issued by Adjudicating Officer, MahaRERA *"3. In pursuance of the above said warrant, recovery Tehsildar had issued notices to the respondent. The respondent developer challenged the same by Writ Petition No. 10952 of 2023. Considering the controversy as to handing over and taking over of possession, the Hon'ble High Court has issued following directions by order dated 25.04.2024:* ***"8. In these circumstances, we direct that these Demand Drafts shall be deposited with the Registrar, High Court, Appellate Side, Bombay tomorrow. Once the amount is deposited, the Registrar, High Court, Appellate Side, Bombay shall permit Respondent No.2 to unconditionally withdraw the aforesaid amounts.*** ***9. We have noticed that the order of MAHARERA contemplates that interest is payable till possession of the apartment is handed over to Respondent No.2. In the facts of the present case, we find that there is a serious dispute on this issue. According to the Petitioner-Developer, he is ready and willing to hand over possession of the apartment to Respondent No.2, but it is Respondent No.2 who is refusing to take the same, On the other hand, it is Respondent No.2's case that possession has not been taken because the flat is not ready and it does not have an electricity connection, water connection or the building has an operational lift as his apartment is on the 7 Floor.***

Sr. No.	Relevant part of the order reproduced
	It is his further case that according to him, the balance consideration for the flat that is payable is only a sum of Rs.2,74,864/-, whereas according to the Petitioner-Developer, the amount is Rs.10,24,000/- which not only includes the balance sale consideration, but also payment towards taxes and other various charges as contemplated in the registered sale agreement with Respondent No,2. We find that these issues cannot be gone into in the present Writ Petition These issues between the Petitioner-Developer and Respondent No.2 can be agitated ir appropriate proceedings. We find that at least till date the Petitioner-Developer has complied with the order of MAHARERA and therefore, the notices dated 10th May 2023, 30th June 2023 and 21st December 2023 issued bv the Tahasildar do not survive am longer and are accordingly discharged." **.....** *6. The complainant is claiming execution of the order passed by Hon'ble Chairperson on 05.08.2021. By the said order, respondent has been directed to pay interest on the paid consideration from 01.04,2018 till handing over of possession. Warrant for recovery of interest from 01.04.2018 to 01.04.2023 has been issued. The said controversy was taken before the Hon'ble High Court and note to that effect is taken in the order dated 25.04.2024 which is quoted above. It appears that so far as that warrant is concerned, the amounts were directed to be deposited in the Hon'ble High Court and the present allottee i.e Respondent no.2 in the said Writ Petition has been allowed to withdraw the same. It is apparent from the order that the said claim as mentioned in the warrant has been duly satisfied* *7. It is also apparent from submission as well as observation in the order dated 25.04.2024 that the complainant claims that the subiect flat is not ready in all respect. The respondent claims that the complainant is deliberately avoiding to take possession of the same. The Hon'ble High Court has taken note of the controversy and has observed that the said issue should be decided by the appropriate forum having jurisdiction. The said issue cannot be decided in the execution proceeding as the executable order has to be complied by both the sides, but there is controversy in respect of the possession to be delivered by the respondent and taken by the complainant. It is also pertaining to note that the respondent has issued notice as to termination of the Agreement for Sale and the proceeding is pending. All these issues will have to be decided by the forum after considering the merits of the case. In the circumstances, the issue as to interest to be paid on the consideration w.e.f. 01.04.2023 cannot be decided unless the above said issues are finally decided by the forum having jurisdiction. Therefore, the present execution proceeding is required to be disposed of with liberty to the complainant to approach for execution of the order dated 05.08.2021 after the above said issues are decided and as may be required* *ORDER* *1. The present execution proceeding is hereby disposed of* *2. The complainant is at liberty to approach for execution of the order dated 05.08.2021 after the above said issues are decided and as may be required.* *3. No order as to cost"*
4.	Complaint no. CC12503106, filed on 04.09.2025 - Assets Reality VS Birendra Ramkaran Shukla and Neelam Birendra Shukla Order dated 02.04.2026 issued by this Authority

Sr. No.	Relevant part of the order reproduced
	9. "Before moving to answer the issues framed hereinabove the following observations are noteworthy: *A. It is observed that the complainant promoter at sr. nos. 1 to 3 entered into registered agreements for sale with the respondents at sr. nos. 1 to 3 in respect of the subject flats.* *B. It is noted that the project has not yet received the occupancy certificate till date, which clearly indicates that the project is not complete in all respects. In the absence of the occupancy certificate, lawful possession cannot be offered to the allottees.* *C. The Authority observes that the complainant has alleged default on the part of the respondents at sr. nos. 1 to 3 in making payments. However, upon perusal of the record, it is observed that the demand notices as well as the termination notices dated 01.08.2025 were issued after the expiry of the agreed date of possession under the respective agreements for sale. By that time, the contractual timeline for handing over possession had already lapsed. In view thereof, the respondents cannot be termed as defaulters.* *D. It is pertinent to note that, as per the orders dated 05.08.2021 and 16.01.2026 passed by this Authority, the complainant promoter was directed to pay interest to the respondents at sr. nos. 1 to 3 for delay in handing over possession, till the actual handover of possession with the occupancy certificate of the subject flats.* *E. In the present case, the complainant is not entitled to levy any interest or penal charges upon the respondents, particularly in view of the complainant's failure to obtain the occupancy certificate till date. Even if any amount is assumed to be due and payable by the respondents at sr. nos. 1 to 3, the promoter may set off such amount against any sums payable under the registered agreements for sale, in accordance with the terms of the registered agreement for sale and applicable provisions of law. However, such alleged dues cannot constitute a ground for termination of the registered agreements for sale, particularly when substantial amounts have been paid and the complainant has failed to perform its primary obligation of completing the project and offering possession within the stipulated timeline.* *10. Therefore, after considering the 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 complainant promoter has failed to handover possession along with the occupancy certificate by the agreed date of possession in the year 2018, and despite the lapse of several years, the Occupancy Certificate has not been obtained till date. The action of the complainant in terminating the agreements and seeking cancellation, amounts to a forced exit of the respondents to defeat the rights of the allottees, which is impermissible in law and contrary to the provisions of the Act. A promoter who has committed a prior breach, cannot terminate the registered agreement, particularly when substantial consideration amount has already been paid by the respondents at sr. nos. 1 to 3. Such action is hit by the settled principle* *that a party cannot take advantage of its own wrong. Consequently, the termination of the agreements for sale with the respondents at sr. nos. 1 to 3 is held to be unsustainable in law.* *……* *FINAL ORDER* *…12. Therefore, after considering the 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:*

Sr. No.	Relevant part of the order reproduced
	A. The captioned complaints at sr. nos. 1 to 3 are dismissed for the reasons more specifically mentioned hereinabove. *B. The complainant is directed to pay a cost of Rs 20,000 (twenty thousand) to each respondent for malicious litigation.*

B. The respondent approached the Hon'ble High Court of Bombay vide Writ Petition No. 10952 of 2023 against the Tahasildar, Ambarnath and others, wherein orders dated 22.01.2024 & 25.04.2024 were issued by the Hon'ble High Court and the same are placed on record by the respondent herein.

C. Under Order dated 22.01.2024 (Bombay High Court in W.P. No. 10952 of 2023) the Hon'ble High Court noted that the writ petition challenged the Tahasildar's recovery notices dated 10.05.2023, 30.06.2023 and 21.12.2023 issued pursuant to the MahaRERA recovery letter dated 28.03.2023. The petitioner (respondent promoter herein) contended that MahaRERA had directed recovery of only interest of Rs.5,91,497/- up to 01.04.2023, whereas the recovery notices wrongly sought Rs.11,77,110/-, being the apartment consideration. The Court observed that the MahaRERA order had attained finality and at least Rs.5,91,497/- towards interest was admittedly payable till 01.04.2023, with further interest continuing till possession. The High Court directed the petitioner to deposit Rs.5,91,497/- in the Court on or before 01.02.2024. Till then, and thereafter upon such deposit, the Tahasildar was restrained from taking coercive recovery action under the notices dated 10.05.2023, 30.06.2023 and 21.12.2023. The protection was made conditional upon deposit and was expressly granted only as an ad-interim arrangement.

D. Under Order dated 25.04.2024 (Bombay High Court in W.P. No. 10952 of 2023) the Hon'ble High Court recorded compliance with its earlier orders by noting that the petitioner had deposited Rs.2,00,000/- and thereafter tendered Demand Drafts of Rs.5,07,082/- and Rs.14,448/-, which

Respondent No.2 (the complainant allottee herein) accepted as the entire amount due with interest as on that date. The Court directed unconditional withdrawal of the deposited amounts by Respondent No.2. The Court further held that disputes regarding whether possession was ready, availability of electricity, water, lift, and the quantum of balance consideration (Rs.2,74,864/- according to Respondent No.2 and Rs.10,24,000/- according to the developer) involved disputed questions which could not be decided in the writ petition and were left open for adjudication in appropriate proceedings. The High Court held that the petitioner had complied with the MahaRERA order up to that stage. Consequently, the Tahasildar's recovery notices dated 10.05.2023, 30.06.2023 and 21.12.2023 no longer survived and were discharged. The writ petition was disposed of without any order as to costs, while expressly keeping all disputes regarding possession and balance consideration open for adjudication before the appropriate forum.

E. It is pertinent to note that even after the above series of litigations, the respondent promoter has not been able to obtain and upload the occupancy certificate on the MahaRERA project registration webpage. The complainant allottee has already been granted interest under section 18 which is directed to be payable by the respondent till actual handover of possession with occupancy certificate. Under proceedings before the Hon'ble High Court the respondent had deposited certain amounts payable as interest granted under section 18 and the same were withdrawn by the complainant allottee. As per the Orders of the Hon'ble High Court, this amount towards interest granted u/s. 18 was calculated till that period i.e. March 2024. The interest payable by the respondent promoter under order of this Authority is still accruing as the possession is yet to be handed over by the respondent with occupancy certificate issued by the competent authority.

F. The complainant vide non-compliance application filed on 24.06.2025 sought compliance of the order dated 04.03.2021 issued by this Authority and sought direction to respondent to comply and give possession with interest. The Adjudicating Officer, MahaRERA vide order dated 31.10.2025 disposed this non-compliance application under an observation that certain issues of termination letter issued by the respondent promoter is pending. Subsequently this Authority under order dated 02.04.2026 issued in complaint no. CC12503106, filed on 04.09.2025 by the respondent seeking termination of agreement was dismissed on the grounds that there is no default of payment on the part of the allottee herein. The termination letter issued by the promoter herein was held to be invalid and this Authority held that the promoter is not entitled for any interest in the subject flat from the allottee.

G. The promoter has filed his reply along with various documents in the captioned complaint, however, has not submitted any material based upon any inference can be drawn that the promoter is entitled for Rs. 10,74,000/- at this juncture. Further, in complaint no. CC12503106 the promoter submitted that the respondent allottee has paid Rs.10,32,336/- out of total consideration of Rs. 12,07,200/- excluding payment towards taxes. This admission by the promoter appears to be consistent with the averments of the complainant that only Rs. 2,74,000/- remains to be paid.

H. Thus, as already held in order dated 02.04.2026, this Authority finds no reason of default from allottee pertaining to payment of consideration as the remaining part of consideration is liable to be setoff against the dues payable by the respondent promoter towards interest of the subject flat.

10. In view of the above observations, the complaint stands disposed as the reliefs sought by the complainants are already adjudicated and no new issue remains to be adjudicated at this juncture and therefore, the issue framed at para no. 8 hereinabove stands answered accordingly. All previous orders issued by this

Authority shall continue to remain valid, operative and executable in accordance with law.

FINAL ORDER

11. 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 **captioned complaint stands disposed** in view of above observations.

B. All previous orders issued by this Authority pertaining to the captioned subject matter shall continue to remain valid, operative and executable in accordance with law.

C. No order as to costs.

MANOJ SAUNIK Digitally signed by MANOJ SAUNIK Date: 2026.08.06 11:06:23 +05'30'

Manoj Saunik
Chairperson, MahaRERA