

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

Hearing held through hybrid mode

1. COMPLAINT NO. CC006000000056192

HIMANSHU SONI ...COMPLAINANT/S

VS.

ASHVINKUMAR DAHYABHAI PATEL ...RESPONDENT/S

a/w

2. COMPLAINT NO. CC006000000056193

SWAPNIL RAJPUT ...COMPLAINANT/S

VS.

ASHVINKUMAR DHAYABHAI PATEL ...RESPONDENT/S

a/w

3. COMPLAINT NO. CC006000000056236

ARUN KUMAR ...COMPLAINANT/S

VS.

ASHVINKUMAR PATEL ...RESPONDENT/S

a/w

4. COMPLAINT NO. CC006000000056246

SANDEEP KUMAR ...COMPLAINANT/S

VS.

ASHVINKUMAR PATEL ...RESPONDENT/S

MAHARERA PROJECT REGISTRATION NO. P51700008998

Order

January 16th, 2026

(Date of hearing – 18.11.2025, matters were reserved for order)

Coram: Manoj Saunik, Chairperson, MahaRERA

Appearance of the Complainant/s	Appearance of the Respondent/s
Sr. Nos. 1 to 4 – Complainants Present In-Person	Sr. Nos. 1 to 4 - Absent

1. The complainants at sr. nos. 1 to 4 are homebuyers 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**”) of Real Estate Regulatory

Authority (hereinafter referred to as the “**RERA**”) and the respondent at sr. nos. 1 to 4 is the promoter within the meaning of Section 2 (zk) of the said Act who has registered the project namely “**KUBER GANRAJ**” under Section 5 of the said Act bearing **MahaRERA Project Registration No. P51700008998** (hereinafter referred to as the “**said project**”).

2. On the MahaRERA project registration webpage, the proposed date of completion is 31.12.2018 and the revised proposed date of completion of the project is mentioned as 31.12.2019. The project is yet to receive the occupation certificate. However, Form 4 (Architect’s Certificate) dated 02.12.2020 has been uploaded on the MahaRERA portal stating that the said project is completed.
3. The complainants at sr. nos. 1 to 4 are seeking the following reliefs:

Sr. No.	Complaint No.	Reliefs
1.	CC006000000056192	a) That the Hon’ble Authority may be pleased to direct the respondent to refund the entire amount paid to the respondent along with interest and compensation for mental harassment, as per the RERA Rules. b) That the Hon’ble Authority may be pleased to impose penalty as per the rule, if applicable.
2.	CC006000000056193	a) That the Hon’ble Authority may be pleased to direct the respondent to refund the entire amount paid to the respondent along with interest.
3.	CC006000000056236	That the Hon’ble Authority may be pleased to direct the respondent to refund the entire amount paid to the respondent along with interest.
4.	CC006000000056246	a) That the Hon’ble Authority may be pleased to direct the respondent to refund the entire amount paid to the respondent along with interest.

4. The captioned complaints were heard on 18.11.2025, wherein the following roznama was recorded by the Authority:

Sr. No.	Complaint No.	Roznama recorded
1.	CC006000000056192	The complainants are present in person. This is the fourth consecutive absence of the respondent; hence, the matters are proceeded ex-parte. The matters are reserved for orders.
2.	CC006000000056193	
3.	CC006000000056236	
4.	CC006000000056246	

5. The brief submissions of the complainants/ allottees at sr. nos. 1 to 4 are as hereunder:

- A. The complainants at sr. nos. 1 to 4 submit that they are bona fide allottees of their respective flats in the said project, developed by the respondent. Each of the complainants has executed a duly registered agreement for sale, wherein the respondent had agreed to hand over possession of the respective flats on or before 31.05.2016.
- B. The complainants submit that they have almost paid the entire consideration amounts, along with applicable charges. That, despite substantial compliance of their financial obligations, the respondent has failed to complete the project and hand over possession within the agreed timelines.
- C. The complainants state that the delay in construction and possession is inordinate and has continued for several years beyond the contractual date of possession. Further, MahaRERA, by a common order dated 19.10.2018, had directed the respondent to hand over possession on or before 31.12.2018; however, the respondent has failed to comply with the said order.
- D. The complainants further submit that due to the prolonged delay, the complainants have suffered severe financial hardship, including continued payment of rent for alternate accommodation and blockage of their life savings, without any certainty regarding completion of the project.
- E. In view of the continued non-compliance, lack of progress at site, and failure of conciliation efforts, the complainants submit that they have lost faith in the respondent and the project. Accordingly, the complainants now seek withdrawal from the project and pray for refund of the entire amount paid along with interest, as contemplated under the provisions of the RERA Act, 2016.

6. The respondent has remained absent for the fourth consecutive occasion and, accordingly, the matters are proceeded ex-parte. Further, the respondent has failed to place on record any written submissions to rebut the contentions raised by the complainants.

7. Brief facts of the complaints at sr. nos. 1 to 4 are hereunder represented in a tabular format:

Sr. No.	Complaint No./ Date of Filing	Flat No.	Date of AFS	Possession As Per AFS	Total Consideration (In Rupees)	Reliefs Sought
1.	CC0060000 00056192 13.09.2018	A-505	06.09.2014	On or before 31.05.2016	9,14,595/- (As per AFS)	Refund along with Interest; Compensation
2.	CC0060000 00056193 13.09.2018	A-307	04.06.2015	On or before 31.05.2016	15,90,530/- (As per AFS)	Refund along with Interest
3.	CC0060000 00056236 17.09.2018	A-603	19.09.2014	On or before 31.05.2016	14,79,258/- (As per AFS)	Refund along with Interest
4.	CC0060000 00056246 19.09.2018	A-306	19.09.2014 (As per complainant's submissions)	31.05.2016 (As per complainant's submissions)	Not Specified	Refund along with Interest

8. From the facts and submissions made by the parties the issue that needs to be answered is *whether the complainants at sr. nos. 1 to 4 are entitled to the reliefs claimed under the provisions of the Act?*

9. Before answering the issue framed herein above the following observations are noteworthy:

- A. It is observed that the project is yet to receive the occupation certificate. However, Form 4 (Architect's Certificate) dated 02.12.2020 has been uploaded on the MahaRERA portal stating that the said project is completed.
- B. It is observed that the complainants at sr. nos. 1 to 3 have placed on record their duly registered agreements for sale executed with the respondent in respect of their respective flats in the said project. The said agreements for sale record the contractual date of possession as on or before 31.05.2016. It is thus established that a concluded contractual relationship exists between the parties and the respondent was under a clear obligation to hand over possession within the time stipulated in the agreements for sale.
- C. It is observed that the respondent has failed to hand over possession of the subject flats to the complainants at sr. nos. 1 to 3 within the agreed timelines and even thereafter. The delay is not merely marginal but is prolonged and continuing. The complainants have also stated that they have paid almost entire amounts towards the consideration, and the respondent has not controverted the said assertions by placing any material on record.
- D. Further, in regard to the complainant at sr. no. 4, it is observed that the complainant has failed to place on record the duly registered agreement for sale executed with the respondent. In absence of the registered agreement for sale, the Authority is unable to ascertain the specific contractual terms governing the allotment, including the agreed date of possession, consideration structure, and reciprocal obligations of the parties. The agreement for sale is a foundational document to determine the rights and liabilities of the parties and to record breach, if any, attributable to the promoter in terms of the contractual timeline.

- E. Accordingly, in absence of the duly registered agreement for sale on record, the complainant at sr. no. 4 has not discharged the basic burden of establishing the contractual framework necessary for adjudication of the claimed reliefs. Therefore, the reliefs as sought cannot be granted in the complaint at sr. no. 4, and the said complaint is liable to be dismissed for want of essential documentary foundation.
- F. It is further observed the respondent has failed to place on record any written submissions or documentary evidence to rebut the contentions raised by the complainants or to justify the delay in handing over possession. In view thereof, the pleadings and documents placed by the complainants remain uncontroverted.
- G. The Authority is of the considered view that the complainants at sr. nos. 1 to 3 have demonstrated existence of a registered agreement for sale, a definite date of possession agreed thereunder, and failure of the respondent to deliver possession within the agreed time. Hence, the respondent's non-delivery of possession within the agreed timeline attracts the consequences contemplated under the provisions of the RERA Act, 2016, and the complainants at sr. nos. 1 to 3 are entitled to reliefs as permissible under the Act.
- H. Therefore, after considering the aforementioned observations, provisions of the Act, facts of the case, submissions of the complainants and the materials placed on record by the complainants, the Authority hereby concludes that the respondent has failed to handover possession along with occupancy certificate by the agreed date of possession as per the terms and conditions of the respective agreements for sale and the complainants at sr. nos. 1 to 3 are entitled to claim refund along with interest 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 as specifically mentioned below 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 realization of the amount of refund along with accrued interests.

Sr. No.	Complaint No.	Interest To Be Paid From (As Per The AFS)	Interest To Be Paid Till
1.	CC006000000056192	01.06.2016	Realization of the amount of refund along with accrued interests
2.	CC006000000056193	01.06.2016	Realization of the amount of refund along with accrued interests
3.	CC006000000056236	01.06.2016	Realization of the amount of refund along with accrued interests

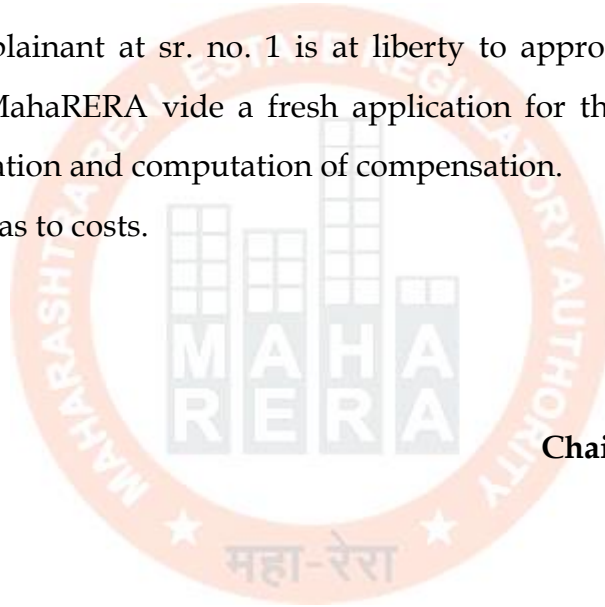
- I. Thus, based on the observations made herein above, the issue at paragraph no. 8 is answered in affirmative for complainants at sr. nos. 1 to 3.

FINAL ORDER

10. Therefore, after considering the aforementioned observations and provisions of the Act, the materials placed on record, the facts of the case and submissions made by the parties, the Authority passes the following order:
- The captioned complaints at sr. nos. 1 to 3 are **allowed**.
 - The captioned complaint at sr. no. 4 is **dismissed** for reasons more specifically mentioned hereinabove.
 - The respondent is held liable and is hereby directed to refund entire amounts paid (excluding amounts paid towards taxes and other charges such as stamp duty, registration fees and such other amounts paid to statutory authorities) by the complainants at sr. nos. 1 to 3 along with interest accrued thereon from the dates more specifically mentioned above at paragraph - 9H 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 realization of the amount of refund along with accrued interests within sixty (60) days from the date of this order.

- D. Further, both the parties are also duty bound to execute and register cancellation deed with respect to the agreement and cancel the allotment letter, booking form, if any upon the refund of the amount with interest.
- E. The respondent is NOT entitled to claim the benefit of “moratorium period” as mentioned in the notifications/ order nos. 13, 14 and 21 dated 02.04.2020, 18.05.2020 and 06.08.2021 respectively issued by the MahaRERA.
- F. The complainant at sr. no. 1 is at liberty to approach the Adjudicating Officer, MahaRERA vide a fresh application for the limited purpose of determination and computation of compensation.
- G. No order as to costs.



MANOJ SAUNIK
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Manoj Saunik
Chairperson, MahaRERA