

Complaint No. CC12401202 & 2 Others
BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

1. Complaint No. CC12401202

Rajeshkumar Vishwakarma

... Complainant

Versus

Shriraam Pioneer Developers Private Limited

... Respondent

Alongwith

2. Complaint No. CC12401203

Seema Vishwakarma

... Complainant

Versus

Shriraam Pioneer Developers Private Limited

... Respondent

Alongwith

3. Complaint No. CC12500069

Prakash Suhas Halde

... Complainant

Versus

Shriraam Pioneer Developers Private Limited

... Respondent

MahaRERA Project Registration No. P51700008949

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

None appeared for the complainants at serial no. 1 and 2.

The complainant at serial no. 3 appeared In-person.

Ld. Adv. Rohan Mane appeared for the respondent.

ORDER

(Order Pronounced on Thursday, 18th December 2025)

(Matters reserved for orders on 09-10-2025)

(Hearing Through Hybrid Mode)

1. The complainants above named have filed these 3 separate online complaints before the MahaRERA on 21-12-2024 (in sr. nos. 1 and 2) and on 08-01-2025 (in sr. no. 3), seeking directions from MahaRERA, to the respondent – promoter, to handover possession along with interest and compensation as prescribed under the provisions of section 18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA'), in respect of booking of their respective flats as more particularly mentioned in the below mentioned



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table at paragraph no. 5 ("hereinafter referred to as the said flats") in the respondent - promoter's registered project known as "Pushpanjali Residency Phase III" bearing MahaRERA registration no. P51700008949 located at Thane. (hereinafter referred to as the said project).

2. These complaints were clubbed together, the same being filed with respect to the said project and the same were heard by the MahaRERA on several occasions and finally on 09-10-2025 as per the Circular No. 49 dated 12-09-2025 issued by MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior intimation of the said hearings. On the said dates of hearing, the parties have appeared as per their appearances recorded in the Roznamas and made their respective submissions. However, despite the notice of hearing the complainants at sr. nos. 1 and 2 remained absent for the final hearing. The MahaRERA heard the submissions of the parties as per their appearances and also perused the available record.

3. After hearing the argument of both the parties as per their appearance, the following Roznamas were recorded in these complaints: -

i) On 31-07-2025:

"Both the parties are present. The details of the allotments of the complainants, date of agreement for sale, date of possession, total consideration and consideration paid are as per the table given below -

Sr. no./Complaint no./Flat details	AFS/ Possession dated	Total consideration/ Amount paid	Reliefs
CC12401202 Flat no. 1405, Wing S1	31/03/2021 (Uploaded) on or before June 2022	Rs 3,462,000/- Rs 33,00,000/-	Possession a/w interest for delayed possession
CC12401203 Flat no. 305, S2 Building	31/03/2021 (Uploaded) 01/06/2022	Rs 33,58,000/- Rs 32,00,000/-	Possession a/w interest for delayed possession
CC12500069 Flat no. 103, Wing- S3	24/03/2023 (uploaded) 31-12-2023	Rs. 48,13,974/- Rs. 5,450,000/-	Possession

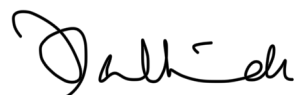
Admittedly, the OC for S1 and S2 building has been received on 27-02-2025 (with respect to the complainants at Sr. No. 4 and 5), while the OC for S3 building has been applied for (with respect to the complainant at Sr. No. 6). However, according to the complainants at

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Sr. No. 4 and 5 the possession has not yet been offered by the respondent, although the respondent contended that the possession delivery letter has been issued. The complainants are praying for possession along with interest and compensation for delay since the dates of possession mentioned in their respective agreements for sale are over. Therefore, the respondent is directed to complete the procedure for taking over and handing over the possession in respect of the complainants at Sr. No. 4 and 5 within a period of one week i.e. by 07-08-2025. The respondent is directed to file its replies to these complaints within a period of 4 weeks i.e. by 28-08-2025. The complainants may file rejoinders to the said replies within a further period of 4 weeks i.e. by 25-09-2025. The respondent may include the possession delivery letter issued to the complainants at Sr. No 4 and 5 along with its reply. In view of the above, the matter is adjourned to 09-10-2025 for final arguments by both sides."

ii) On 09-10-2025:

"Both the parties are present except the complainants at Sr. No. 4 (CC12401202) and 5 (CC12401203). The details of the complainants' allotments have already been recorded in the previous Roznama in the tabular format. The respondent has contended for the complaints at Sr. No. 4 (CC12401202) and 5 (CC12401203) that it has amicably settled the said matters and handed over possession also. However, there is no settlement document uploaded in the complaint. In the complaint at Sr. No. 6 (CC12500069), the respondent has uploaded its reply although late today. Therefore, the complainant may file a rejoinder to the said reply of the respondent within a period of one week i.e. by 16-10-2025 along with written submissions. The respondent has pointed out that the building is complete in all respects and the OC has been applied for. Moreover, the date of possession mentioned in the agreement for sale of December 2023 has a one year grace period as well as per clause 4.3 of the agreement for sale (to be verified). However, the complainant refutes this contention of the respondent that there is a grace period in the agreement. The respondent may file its written submissions within a further period of one week i.e. by 23-10-2025 along with the settlement, if any, in the complaints at Sr. No. 4 (CC12401202) and 5 (CC12401203) In view of the above, the complaints at Sr. No. 4 (CC12401202) and 5 (CC12401203) are liable to be disposed of as settled, as per the terms of settlement uploaded by the respondent suitably after 23-10-2025. Similarly, the complaint at Sr. No. 6 (CC12500069) is reserved for order suitably after 23-10-2025 based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed and the documents uploaded in the complaint."



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4. Pursuant to the aforesaid directions the respondent in sr.no.3 on 09-10-2025 uploaded its reply on record of MahaRERA. Despite specific directions given by the MahaRERA, neither the complainants at sr.no. 1 and 2, nor the respondent at sr.no. 1 and 2 have uploaded any reply/rejoinder/written submissions on record of MahaRERA. Accordingly, the MahaRERA has proceeded to examine the available record.
5. The details of the flats (in the 3 complaints) booked by the complainants herein, dates of agreements for sale, dates of possession, total consideration, consideration paid, are as per the table given below :-

Sr.no. Complaint no. Flat details (as per complaint copy) (A)	Agreement for sale (AFS) Date of possession (DOP) (B)	Total Consideration (TC) Consideration Paid (paid) (C)	Relief (D)
1 CC12401202 Flat no. 1405, Wing S1	31/03/2021 (AFS) June 2022 (DOP) clause 4.1 (b)	Rs 3,462,000/- Rs 33,00,000/-	Possession a/w interest for delayed possession.
2 CC12401203 Flat no. 305, S2 Building	31/03/2021 (AFS) June 2022 (DOP) clause 4.1 (b)	Rs 33,58,000/- Rs 32,00,000/-	Possession a/w interest for delayed possession.
3 CC12500069 Flat no. 103, Wing- S3	24/03/2023 (AFS) 17-12-2023 (DOP) clause 4.1(a) + extension of 12 months	Rs. 48,13,974/- Rs. 54,50,000/-	Possession, compensation for delay.

6. It is the case of the complainants that they have purchased their respective flats in the respondent's registered project and have executed registered agreements for sale, as detailed in the table at paragraph 5. The complainants have paid substantial amounts towards the total consideration. As per Clause 4.1 of the agreements for sale, the respondent was required to hand over possession on or before June 2022 (Sr. Nos. 1 and 2) and on 17-12-2023 (Sr. No. 3). However, the respondent has failed to complete the project and hand over possession within the agreed timelines. The complainant at Sr. No. 3 has further pointed out that the respondent has sought extensions of the project, thereby causing delay in handing over possession. Being aggrieved, the complainants have filed the present complaints before MahaRERA seeking the reliefs prayed for.
7. The respondent, in respect of Sr. No. 3, uploaded its reply on 09-10-2025. It stated that the agreed date of possession was 17-12-2023, which was revised by MahaRERA to 17-12-2024, and thereafter further extended to 17-12-2025. The respondent contended that the delay occurred due to changes in government policies, including revised parking norms requiring

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a double staircase and additional parking spaces, resulting in increased construction costs. It further stated that, due to cost escalation, it availed financial assistance from the SWAMIH Fund to complete the project. The respondent also contended that Buildings S3 and S4 are complete in all respects and that the Occupancy Certificate has been applied for and is expected by December 2025. Accordingly, it prayed for dismissal of the complaint as premature.

8. Despite specific directions, the respondent in respect of Sr. Nos. 1 and 2 has failed to file or upload any reply or submissions on the record of MahaRERA.
9. The MahaRERA has examined the submissions made by both the parties and also perused the available record. In the present case, the complainants who are the allottees of the said project registered by the respondent, by filing these complaints, have approached the MahaRERA mainly seeking possession of their flats along with interest and compensation on account of the delay under section 18 of the RERA (as per the reliefs mentioned in the aforesaid table at para- no. 5 mentioned above). To support their claim, the complainants have submitted the relevant pages of the registered agreements for sale duly signed by them with the respondent on various dates (details mentioned in the aforesaid table at para no. 5 above). They have contended that, as per the agreements for sale, the respondent had agreed to hand over possession of the flats on 30-06-2022 (in respect of Sr. Nos. 1 and 2) and on 17-12-2023 with a grace period of 12 months (in respect of Sr. No. 3, as stated by the respondent). However, the respondent has failed to hand over possession of the said flats within the agreed timelines. Hence, the complainants have prayed for allowing the complaints and for grant of the reliefs as sought therein.
10. In the present case, during the course of hearing held on 31-07-2025, it was brought to the notice of MahaRERA by both parties that the Occupancy Certificate (OC) for Building Nos. S1 and S2 had been obtained on 27-02-2025. The flats booked by the complainants at Sr. Nos. 1 and 2 are covered under the said OC. However, no OC has been obtained for the flat booked by the complainant at Sr. No. 3. The respondent claimed that the Possession Demand Letters (PDLs) were issued to the complainants at Sr. Nos. 1 and 2; however, the said claim was denied by the complainants. Hence, the MahaRERA directed the respondent to place the said PDLs on record along with its reply.
11. The record further shows that during the subsequent hearing held on 09-10-2025, the

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complainants at Sr. Nos. 1 and 2 remained absent. During the said hearing, the respondent submitted that the disputes with the complainants at Sr. Nos. 1 and 2 had been settled amicably. Accordingly, after hearing the respondent, MahaRERA directed both parties to place on record the settlement terms duly signed by the complainants at Sr. Nos. 1 and 2. However, despite such directions, neither the complainants at Sr. Nos. 1 and 2 nor the respondent have uploaded any settlement terms on the record of MahaRERA. Moreover, the respondent has also failed to file any reply in respect of the complaints at Sr. Nos. 1 and 2. Consequently, MahaRERA has no alternative but to decide the complaints at Sr. Nos. 1 and 2 on their own merits, after considering the reply filed by the respondent only in Complaint at Sr. No. 3, as the respondent has filed its reply only in the said complaint.

12. The respondent has resisted the claims of the complainants by filing its reply (only in Sr. No.3), mainly contending that the possession date was revised and extended up to 17-12-2025. It attributed the delay to changes in government policies and revised parking norms leading to cost escalation, for which it availed assistance from the SWAMIH Fund. The respondent further stated that Buildings S3 and S4 are complete, the OC has been applied for and is expected by December 2025 and therefore prayed for dismissal of the complaints (as applicable), as premature.
13. Be that as it may, as far as the substantive issue involved in these complaints towards possession along with interest and compensation before dealing with the facts of these complaints on merits, it is pertinent to examine the term **"possession"** as contemplated under section 18 of the RERA, which reads as under:
*"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, –
(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the*



possession, at such rate as may be prescribed."

14. From the plain reading of section 18, it is very clear that if the promoter fails to handover possession as per the terms of the agreement for sale or as the case may be, by the specified date therein, the allottee has a choice either to withdraw from the said project or to stay with the project. In case the allottee chooses to stay in the project and take possession, he is entitled to claim interest for the delayed period of possession on the actual amount paid by him for every month of delay. Further, in case the allottee chooses to withdraw from the project, the respondent is liable to refund the amount paid by the allottee along with the interest.
15. In the present case, admittedly, as stated above, there are registered agreements for sale, duly signed by and between the complainants and the respondent promoter on various dates as detailed in the aforesaid table at para-no. 5. According to the said agreements for sale, the respondent has agreed to hand over possession of the said flats to the complainants on 30-06-2022 (Sr. Nos. 1 and 2) and on 17-12-2024 (including the 12 months grace period- in Sr. No. 3). However, admittedly, on the said agreed date of possession, they have not been handed over possession of their flats with OC. Hence, they have filed these complaints seeking substantive reliefs under Section 18 of the RERA.
16. The respondent promoter has tried to justify the said delay occurred in handing over possession of the said flat to the complainants by contending that delay due to changes in government policies and revised parking norms leading to cost escalation, for which it availed assistance from the SWAMIH Fund. However, the said reasons for the delay, do not fall within the force majeure factors mentioned in the said agreements for sale as well as the provisions of Section 6 of the RERA. Hence, the MahaRERA cannot consider the said reasons for the delay as plausible explanation for the said delay. However, presuming the said delay was due to the mitigating circumstances which were beyond the control of the respondent hypothetically, the MahaRERA has noticed that the agreements for sale with the complainants at Sr. Nos. 1 and 2 have been signed during the covid-19 pandemic and ostensibly before the 2nd wave of the said pandemic. Admittedly, the said pandemic severely affected all sectors of society especially the real estate sector and taking into consideration the said pandemic, the MahaRERA has issued various orders/notifications and granted one year extension in completion of projects registered with the MahaRERA. Considering the said 6/6 months extension (total 12 months extension for 1st and 2nd wave of the said covid-19 pandemic. However, considering the said 6 months grace period granted by the



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MahaRERA, on account of the 2nd wave of the said pandemic, the date of possession in complaints at Sr. Nos. 1 and 2 gets extended from 30-06-2022 till 31-12-2022. However, in complaint at Sr. No. 3, since the said agreement for sale was signed after the said pandemic got over, the respondent is not entitled to seek any grace period on account of the said pandemic.

17. However, even on the said extended date of possession granted on account of the 2nd wave of the Covid-19 pandemic, i.e., 31-12-2022 (in respect of Sr. Nos. 1 and 2), possession was neither offered nor handed over to the complainants. Even as on date, the project remains incomplete insofar as the flat booked by the complainant at Sr. No. 3 is concerned, as the respondent has failed to obtain the OC for the said flat, though it has obtained the OC in respect of the flats booked by the complainants at Sr. Nos. 1 and 2. Hence, the MahaRERA is of the prima facie view that the respondent has violated the provisions of Section 18 of the RERA. Consequently, the complainants at Sr. Nos. 1 and 2 are entitled to seek interest for delayed possession from 01-01-2023 till the date of offer of possession of their respective flats along with the OC dated 27-02-2025. Further, the complainant at Sr. No. 3 is entitled to seek interest on account of delayed possession from 17-12-2024 till the date of offer of possession along with the OC.
18. As far as the claim of compensation sought by the complainants is concerned, the MahaRERA is of the view that in light of the explicit provisions of section 18(1) of the RERA, since the complainants are willing to remain in the project, they are entitled to seek interest on account of delay. Hence, their claim for the compensation stands rejected in view of the explicit provisions of section 18(1) of the RERA.
19. In the present case, it is pertinent to note that there are various orders passed by the MahaRERA deferring such refund/payment of interest until the date of completion of the project – that is, until the date of occupancy certificate is obtained. Such directions are issued by the MahaRERA primarily to protect the interest of the project and ensure its timely completion. No doubt, the main intention of the RERA legislation is not only to regulate but to ensure development, which will happen only when the project is completed in a time-bound manner. Diversion of funds during the implementation of the project would definitely affect cash flow and could potentially delay the project further. This may result in further delay in possession of the flats to the homebuyers who seek them. The provisions of Sections 37, read with Sections 11, 14, and 34 of the RERA, empower the MahaRERA to issue

such directions to achieve the aims and objectives of the RERA. Hence, issuing such directions does not dilute any other provisions of the RERA.

20. In addition to this, it is pertinent to note that the MahaRERA by issuing various orders has declared the covid-19 pandemic period as force majeure factor which is beyond the control of the promoter. Accordingly, the one-year grace period is given to all the promoters which have registered their projects with MahaRERA. Furthermore, it is pertinent to note that the Hon'ble Bombay High Court by considering the lockdown restriction issued by the Central as well as the State Government on account of the said Covid-19 pandemic has issued various orders in Suo Moto PIL No. 1 of 2021 thereby extending the interim orders passed by it in various matters. Even, the Hon'ble Supreme Court of India by taking cognizance of the said epidemic has also passed various orders in Suo Moto Writ Petition (Civil) No. 3 of 2020 and has extended the limitation period from 15-03-2020 till 28-02-2022, thereby the said period was excluded for the purposes of limitation as may be prescribed under any general or special laws in respect of all the judicial or quasi-judicial proceedings. No doubt the said pandemic affected all sectors of the society including the real estate sector. Keeping the same in mind, the MahaRERA has taken such general decision by issuing said orders in the interest of all the projects registered with the MahaRERA. Hence, the promoter in this case, is also entitled to seek benefit of the said covid-19 pandemic while making the payments towards the interest amount. The said general decisions cannot be changed for this particular project nor any exception can be made considering the above. Hence, the MahaRERA is not inclined to accept the contentions of the complainants (as applicable) that the respondent is not entitled to seek benefit of the said covid-19 pandemic in this particular project.
21. In the present case, it is pertinent to note that the complainants herein have relied upon agreements for sale signed with the respondent promoter. Further, they have also mentioned the total consideration amounts for the said flats booked by them and also the amount paid by them. However, the pleadings of the complainants about date of agreements for sale, date of possession mentioned therein/total consideration amount as well as the amount paid by the complainants mentioned in these complaints have not been disputed by the respondent promoter by filing any reply to the same (except in complaint at Sr. No. 3), and hence, the same are not reverified by the MahaRERA. Hence, in case of any difference in the total consideration amount/ amounts paid by the complainants etc., the parties need to verify the same from the actual record i.e. payment receipts/ ledger accounts etc.

22. In the present case, it is pertinent to note that the complainants herein have relied upon agreements for sale signed with the respondent promoter. Further, they have also mentioned the total consideration amounts for the said flats booked by them and also the amount paid by them. However, the pleadings of the complainants about date of agreements for sale, date of possession mentioned therein/total consideration amount as well as the amount paid by the complainants mentioned in these complaints have not been disputed by the respondent-promoter, although it has filed its reply only in complaint at Sr. No. 3. Hence, the same are not reverified by the MahaRERA. Hence, in case of any difference in the total consideration amount/ amounts paid by the complainants etc., the parties need to verify the same from the actual record i.e. payment receipts/ ledger accounts etc.
23. Considering these facts, the following order is passed:-
- These complaints are partly allowed.
 - The claim of compensation sought by these complainants stands rejected in view of the observations made in aforesaid para-no. 18.
 - The respondent is also directed to handover possession of the said flats to the complainants at Sr. Nos. 1 and 2 (if not given so far), since the OC for the said flats booked by them has been obtained on 27-02-2025.
 - The respondent promoter is directed to pay interest for the delayed possession to the complainants, from 1-01-2023 (in Sr. Nos. 1 and 2), till the date of offer of possession of the said flats along with OC dated 27-02-2025 and to the complainant at Sr. No. 3 from 17-12-2024 for every month till the date of offer of possession of the said flat with OC, on the actual amount paid by the complainants towards the consideration of the said flats at the rate of Marginal Cost Lending Rate (MCLR) of SBI plus 2% as prescribed under the provisions of section 18 of the RERA and the Rules made thereunder.
 - Needless to state here that the actual amount as provided under section 18 of the RERA means the amount paid by the complainants towards consideration of the said flats only, excluding the stamp duty, registration charges and taxes etc. paid to the government.
 - However, in view of the mitigating circumstances beyond the control of the respondent promoter and also to ensure that the said project is not jeopardized due to the outflow of finances and is completed keeping in mind the interest of the other buyers of the said project at large, it is directed that the amounts of interest shall be paid by the respondent promoter to the complainant at Sr. No. 3

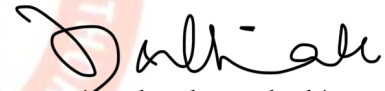
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after obtaining the occupancy certificate. Also, the respondent promoter at the time of handing over of the possession of the flat to the complainant at Sr. No. 3 (also if the possession is not handed over to the complainants at Sr. Nos. 1 and 2), may set off the outstanding dues with the interest amount payable by it to the complainants for delay and the balance amount if any payable by either party be paid at the time of possession.

- g. However, in the interest of equity, the MahaRERA further directs that if the approximate amount of interest payable by the respondent promoter to the complainants (as per the directions issued in para (d) above) exceeds the outstanding dues payable by the complainants (as on date of this order), then the respondent shall not raise any further demand towards such outstanding dues. The respondent shall set off the said interest amount against the outstanding dues forthwith, in order to avoid any further proceedings.

24. With these directions, all 3 complaints stand disposed of.

**MAHESH
DINKAR
PATHAK** Digitally signed
by MAHESH
DINKAR PATHAK
Date: 2025.12.18
17:32:00 +05'30'


(Mahesh Pathak)

Member - 1/MahaRERA