

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI

Complaint No. CC12503839

Anil Subhash Jaiswal

... Complainant

Versus

Shriraam Pioneer Developers Private Limited

... Respondent

MahaRERA Project Registration No. P51700008949

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

The complainant appeared in person.

None appeared for the respondent.

FINAL ORDER

(Order Pronounced on Monday, 20th July 2026)

(Matter reserved for orders on 14-05-2026)

(Hearing Through Hybrid Mode)

1. The complainant above named has filed this online complaint before the MahaRERA on 01-11-2025 mainly seeking directions from the MahaRERA, to the respondent, to pay compensation for the mental and financial trauma and suffering; to provide parking space since there is no dedicated parking, as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA'), in respect of the booking of a Flat No. 901 - S4 (hereinafter referred to as "the said flat") in the respondent's registered project known as "**Pushpanjali Residency Phase III**" bearing MahaRERA registration No. **P51700008949** located at Plot/S.No. 99/2, 99/4B, 101/3, 97/1, 58/1, 98/1A, 98/1B, 99/6 59/1A 99/4A, 59/2, 97/3/3, 99/3, 58/5A, Taluka Thane, Dist. Thane (hereinafter referred to as the 'said project').
2. This complaint was heard by MahaRERA on several occasions and the same was heard finally on 14-05-2026 as per Circular no. 49 dated 12-09-2025 issued by

Pathak

MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior intimation of this hearing, and they were also informed to file their written submissions if any. On the said dates of hearing, the complainant appeared as per his appearances recorded in the Roznamas and made his submissions. The MahaRERA heard the submissions of the complainant as per the appearances and also perused the available record.

3. After hearing the arguments of the complainant, the following Roznamas were recorded in this complaint:-

i) **On 12-02-2026 :**

"The complainant is present. The respondent is absent. The complainant has filed this complaint for possession along with interest for delay since the date of possession mentioned in the agreement for sale of August 2018 was December 2022 (including a grace period of 12 months). Since the OC for the flat of the complainant has not yet been received, the complainant has prayed for possession along with interest for delay. The respondent is directed to file its reply to the complaint within a period of three weeks i.e. by 05-03-2026. Further three weeks' time i.e. till 26-03-2026 is granted to the complainant to file a rejoinder to the said reply of the respondent. The matter is adjourned to 09-04-2026 for final arguments by both sides."

ii) **On 09-04-2026:**

"Both the parties are absent. The respondent has also not filed any reply to the complaint despite directions and even the project registration has lapsed in December 2025, although the Part OC dated 26-04-2025 is uploaded in the project registration details on the MahaRERA website. Therefore, both parties may comply with the directions issued in the previous hearing held on 12-02-2026 and the respondent may also take steps to extend the project registration which has lapsed in December 2025. The matter is adjourned to 14-05-2026 for final arguments by both sides and as a last chance to the complainant."

iii) **On 14-05-2026:**

"The complainant is present. The respondent is absent. In fact, the respondent has never appeared before MahaRERA and has neither filed any reply to the



complaint nor has extended the project registration which has lapsed in December 2025. The complainant has pointed out that the OC for the flat of the complainant has been received on 20-04-2026. The respondent is directed to upload the same on the MahaRERA website. Admittedly, the respondent has informed the complainant about receipt of OC and to obtain possession on 28-04-2026 along with a copy of OC dated 20-04-2026. Therefore, both the parties are directed to complete the process of taking over and handing over of possession as per the agreement for sale. The complainant has filed this complaint for possession along with interest for delay since the date of possession mentioned in the agreement for sale of August 2018 has lapsed in December 2022 (including grace period of 12 months). The respondent is given one last chance to file its reply to the complaint within a period of one week, i.e. by 21-05-2026. Further one week's time i.e. till 28-05-2026 is granted to the complainant to file a rejoinder to the reply of the respondent along with written submissions, even if the respondent does not file any reply / written submissions. In case the respondent does not file any reply / written submissions, MahaRERA will be constrained to decide this matter ex-parte against the respondent on merits. In view of the above, the matter is reserved for orders suitably after 28-05-2026 based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed and the documents uploaded in the complaint."

4. Despite directions in the aforesaid hearing, both the parties have not uploaded any reply/rejoinder/written submissions on record. Hence, the MahaRERA has perused the available record.
5. It is the case of the complainant that he is the registered owner of Flat No. 901-S4 in the respondent's project "Pushpanjali Phase III (Zenith)." As per the registered agreement for sale executed in 2018, the respondent had agreed to hand over possession of the said flat by December 2021. However, even in 2025, the respondent had failed to hand over possession and had not provided any definite timeline for the same. The complainant has stated that there has been a delay of more than four years beyond the agreed possession date, during which he has incurred interest liability, paid house rent, and suffered immense mental and financial hardship. The complainant has further stated that, being an allottee of a 2

BHK flat, he was assured that ample open space and open parking would be available and that a dedicated parking space would be allotted after formation of the society. However, he has observed that no such open space is available. The complainant has also alleged that the respondent's sales team made false representations by displaying misleading plans and models depicting ample open spaces, world-class podium amenities, gardens, and other facilities, which are not being provided. Instead, the respondent is allegedly constructing another building within the same premises without obtaining the requisite NOC. Hence, the complainant has filed the present complaint seeking compensation for the mental and financial hardship suffered by him and directions to the respondent to provide a dedicated parking space.

6. The respondent has neither appeared for the hearings held before MahaRERA on 24-11-2025, 12-02-2026, 09-04-2026, and 14-05-2026, despite due notice. However, the respondent has appeared before the MahaRERA Conciliation Forum during the hearings held on 24-12-2025 and 14-01-2026. Further, despite having knowledge of filing of the present complaint and specific directions issued by MahaRERA, the respondent has failed to file any reply to this complaint. It shows that the respondent is not willing to contest the present complaint. Hence, MahaRERA has no other alternative but to decide the present complaint ex parte against the respondent on the basis of the material available on record and on its own merits.
7. The complainant has uploaded a rejoinder on the record of MahaRERA on 19-06-2026. The complainant has stated that he entered into a registered agreement for sale (AFS) with the respondent for purchase of the said flat. As per the agreement for sale, possession was to be handed over by 31-12-2021, with a grace period of 12 months, making the final contractual possession date 31-12-2022. The complainant has stated that he has paid a total consideration of Rs. 63,84,000/-. However, the respondent has failed to hand over possession within the agreed period and did not obtain the Occupancy Certificate (OC) until 20-04-2026, resulting in a delay of more than 40 months beyond the final possession date. The complainant has further stated that the respondent has neither appeared before this Authority nor filed any reply or written submissions in the present proceedings. It

is further stated that the respondent allowed the MahaRERA registration of the project to lapse in December 2025 without seeking its renewal, allegedly in violation of the provisions of the RERA Act. The complainant has further stated that the respondent informed him on 28-04-2026 that the Occupancy Certificate had been received and called upon him to take possession. As recorded in the Roznama dated 14-05-2026, both parties were directed to complete the process of handing over and taking over possession in accordance with the agreement for sale. The complainant has asserted that he has always been ready and willing to take possession but was unable to do so due to the respondent's delay in obtaining the Occupancy Certificate, which is a prerequisite for lawful possession. The complainant has further submitted that the respondent cannot claim the benefit of MahaRERA COVID-19 Orders Nos. 13 and 14 of 2020-21, as the moratorium granted thereunder was applicable only for the period from 15-03-2020 to 28-02-2022. According to the complainant, the respondent has neither appeared before this Authority to claim such benefit nor established any force majeure circumstances. The complainant has also contended that the burden of proving entitlement to the COVID-19 moratorium lies upon the respondent and that the lapse of the project's MahaRERA registration since December 2025 constitutes a separate violation of Section 3 of the RERA Act. Accordingly, the complainant has prayed for directions to the respondent to pay interest for the delay, complete the formal handing over of possession, upload the Occupancy Certificate on the MahaRERA portal, and pay the costs of the present proceedings.

8. As directed by MahaRERA vide roznama dated 14-05-2026, the complainant has uploaded a copy of OC dated 20-04-2026 in the complaint.
9. The MahaRERA has examined the submissions made by the complainant and also perused the available record. In the present case, the complainant who is the allottee of the said project registered by the respondent, by filing this complaint, has approached the MahaRERA mainly seeking possession of the said flat along with interest and compensation on account of the delay under section 18 of the RERA. To support his claim, the complainant has submitted the relevant pages of the registered agreements for sale dated 07-08-2018 duly signed by him with the

respondent. He has contended that, as per the agreement for sale, the respondent had agreed to hand over possession of the said flat to him on or before 31-12-2021 with a grace period of 12 months i.e., on 31-12-2022. However, the respondent has failed to hand over possession of the said flat within the agreed timelines. Hence, the complainant has prayed to allow this complaint and for grant of the reliefs as sought for in the same.

10. In the present case, during the course of hearing held on 14-05-2026, it has been brought to the notice of MahaRERA by the complainant that the OC for Building No. S4, in which the said flat booked, by the complainant is located had been obtained on 20-04-2026. Further, after receipt of the said OC, the respondent has also issued PDL to the complainant on 28-04-2026. Hence, during the said hearing, both parties were directed to complete the process of possession as per the terms and conditions of the said agreement for sale dated 7-08-2018. In view of the said directions issued by MahaRERA, the substantive issue of possession does not survive in this complaint. Hence, in this complaint MahaRERA needs to adjudicate the substantive issue of interest and compensation sought by the complainant under Section 18 of the RERA.

11. Be that as it may, as far as the substantive issue involved in this complaint towards possession along with interest and compensation before dealing with the facts of this complaint 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."

12. 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.
13. Likewise in the present case, admittedly, as stated above, there is a registered agreement for sale dated 07-08-2018, duly signed by and between the complainant and the respondent promoter. According to the said agreement for sale, the respondent has agreed to hand over possession of the said flat to the complainant on 31-12-2022(including the 12 months grace period). However, admittedly, on the said agreed date of possession, he has not been handed over possession of his flat with OC. Hence, he has filed this complaint seeking such substantive reliefs under Section 18 of the RERA.
14. The respondent as stated hereinabove, has failed to file any reply to this complaint despite direction. Thereby it has failed to cite any justified reason for the said delay occurred in handing over possession of the said flat to the complainant.
15. However, assuming that the said delay was due to the mitigating circumstances which was beyond the control of the respondent hypothetically, MahaRERA has noticed that the said agreement for sale with the complainant has been signed before the covid-19 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

Dalwal

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 12 months grace period granted by the MahaRERA, on account of the said pandemic, the date of possession in this case gets extended from 31-12-2022 till 31-12-2023.

16. However, even on the said extended date of possession granted on account of the Covid-19 pandemic, i.e., 31-12-2023, possession was neither offered nor handed over to the complainant. Hence, the MahaRERA is of the prima facie view that the respondent has violated the provisions of Section 18 of the RERA. Hence, the complainant is entitled to seek interest for delayed possession from 01-01-2024 till the date of offer of possession of their respective flat along with the OC dated 20-04-2026 i.e., till 28-04-2026.
17. As far as the claim of compensation sought by the complainant is concerned, the MahaRERA is of the view that in light of the explicit provisions of section 18(1) of the RERA, since the complainant is willing to remain in the project, he is entitled to seek interest on account of delay. Hence, his claim for the compensation stands rejected in view of the explicit provisions of section 18(1) of the RERA.
18. 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 a general decision by issuing said orders in the interest of all the projects registered with the MahaRERA. Hence, the promoter in this case, is also entitled to seek benefit of the said covid-19 pandemic while making the payments towards the interest amount. The said general decisions cannot be changed for this particular project, nor any exception can be made considering the above. Hence, the MahaRERA is not inclined to accept the contentions of the complainant (as applicable) that the respondent is not entitled to seek benefit of the said covid-19 pandemic in this particular project.

19. In the present case, it is pertinent to note that the complainant herein has relied upon agreement for sale signed with the respondent promoter. Further, he has also mentioned the total consideration amounts for the said flat booked by him and also the amount paid by him. However, the pleadings of the complainant about date of agreement for sale, date of possession mentioned therein/total consideration amount as well as the amount paid by the complainant mentioned in this complaint has not been disputed by the respondent promoter 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 complainant etc., the parties need to verify the same from the actual record i.e. payment receipts/ ledger accounts etc.
20. In addition to the above, a bare perusal of the webpage information uploaded by the respondent-promoter reveals that the project registration expired on 31-12-2025. However, the respondent-promoter although has obtained Part OC on 20-04-2026, it has neither uploaded the full Occupancy Certificate nor submitted the Architect's Certificate in Form 4. This clearly indicates that the project has not yet received the Occupancy Certificate. Hence, the respondent-promoter is required to apply for an extension of the project validity by filing an appropriate application before MahaRERA within the prescribed time period.
21. In view of the above facts and discussion, the following order is passed: -
 - a. The present complaint is partly allowed.



- b. The claim of compensation sought by the complainant stands rejected in view of the observations made in the aforesaid para-no.17.
- c. The respondent promoter is directed to pay interest for the delayed possession to the complainant from 01-01-2024, for every month till the actual date of offer of possession of the said flat to the said complainant with OC dated 20-04-2026 i.e. till 28-04-2026, on the actual amount paid by the complainant towards the consideration of the said flat at the rate of Marginal Cost of funds based Lending Rate (MCLR) of SBI plus 2% as prescribed under the provisions of section 18 of the RERA and the Rules made thereunder.
- d. Needless to state here that the actual amount as provided under section 18 of the RERA means the amounts paid by the complainant allottee towards the consideration of the said flat only, excluding the stamp duty, registration charges and taxes etc., paid to the government
- e. Also, the respondent promoter at the time of possession of the flat to the complainant (if not done so far), may set off the outstanding dues payable by the complainant along with interest (if any), with the interest amount payable by it to the complainant and the balance amount if any, by either party be paid at the time of possession.
- f. Further, the respondent promoter is also directed to take steps for seeking extension of the said project within 30 days from the date of this order. In the event of failure on the part of the respondent to comply with these directions, appropriate penal action under Section 63 of the RERA shall be initiated against the respondent, if such default is brought to the notice of MahaRERA by the complainant.
22. With the above directions, the present complaint stands disposed of.

MAHESH Digitally signed
by MAHESH
DINKAR DINKAR PATHAK
PATHAK Date: 2026.07.20
15:55:06 +05'30'


(Mahesh Pathak)

Member - 1/MahaRERA