

Complaint No. CC12400755

Laxmi Agarwal

... Complainant

Versus

Nandadeep Homes Pvt. Ltd.

... Respondents

MahaRERA Project Registration No. P51700009698

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

The complainant appeared in person.

Ld. Adv. Ashish Dalal appeared for the respondent.

FINAL ORDER

(Order Pronounced on Wednesday, 10th December 2025)

(Matter reserved for orders on 30-09-2025)

(Hearing Through Hybrid Mode)

1. The complainants above named has filed this online complaint before the MahaRERA on 13-11-2024 mainly seeking directions from the MahaRERA, for handing over possession along with interest and compensation, as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of booking of Flat no. C5-203 (hereinafter referred to as "the said flat") in the respondent's registered project known as "NANDADEEP RESIDENCY" bearing MahaRERA registration No. **P51700009698** located at Plot/S.no. 3-1B, 4-1, 4-2, 4-3, 4-4A2, 4-4B, 81-1B, Taluka Karjat, Dist. Raigarh (hereinafter referred to as the 'said project').
2. This complaint was heard by MahaRERA on several occasions and the same was heard finally on 30-09-2025 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, and they were also informed to file their written submissions if any. On the said dates of hearing, both the parties appeared as per their appearances recorded in the Roznamas and made their respective submissions. The MahaRERA heard the submissions of both the parties as per their appearances and also perused the available record.

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

i) On 22-07-2025 :

"The complainant is present. The respondent is absent. The complainant has filed this complaint for possession along with interest and compensation for delay since the date of possession mentioned in the agreement for sale of December 2023 is January 2024 (including six month's grace period). Although the project is valid till December 2028, since the date of possession mentioned in the agreement is over, the complaint has prayed for possession along with interest for delay. The respondent may file a reply to the complaint within a period of four weeks i.e. by 19-08-2025. Further four weeks' time i.e. till 16-09-2025 is granted to the complainant to file rejoinder to the reply of the respondent. The matter is adjourned to 30-09-2025 for final arguments by both sides."

ii) On 30-09-2025:

"Both parties are present. The complainant has filed this complaint for possession along with interest for delay. However, the respondent has not filed any reply to the complaint and contends that the reason why the flat of the complainant was delayed is because of the heavy monsoon in Karjat. The work is physically complete and the OC will be applied soon, and even the interiors of the entire building have been completed, according to the respondent. The respondent is granted two weeks' time i.e. till 14-10-2025 to file its reply to the complaint along with written submission. The complainant may file a rejoinder to the said reply along with written submission within a further period of one week i.e. by 21-10-2025. The complainant contends that at the time of signing of the agreement itself the respondent has promised possession by June 2023 and there was a six-month grace period and therefore the date of possession is January 2024 since the agreement was signed on 26-12-2023. Although the project registration is valid till December 2028 and the respondent contends that should be treated as a date of completion of the flat of the complainant. The complainant refutes this contention of the respondent since the date of possession mentioned in the agreement for sale is January 2024. The matter is accordingly reserved for orders suitably after 21-10-2025 based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed in the complaint. The respondent may provide proof of completion of the project in its reply and written submissions."

4. Despite directions in the aforesaid hearing, the complainant has not filed her rejoinder to the reply of the respondent. Hence, the MahaRERA has perused the available record.

5. It is the case of the complainant that she booked Flat No. C5-203 in Nandadeep Residency,

Bhivpuri Road, Karjat in August 2023. She has stated that, as per the builder, the initial possession date under RERA was June 2023, but due to delay in the project, the possession was stated to be shifted to December 2023. She has further submitted that the builder represented that 90-95% of the project was already completed at the time of booking and that possession would be delivered by December 2023. Relying on this early possession commitment, the complainant agreed to a higher consideration as compared to similar properties available in the locality at that time. The complainant has submitted that the registered Agreement for Sale was executed in December 2023, wherein the possession date was mentioned as June 2023. However, after registration and receipt of the consideration, the builder began revising the timelines and repeatedly defaulted on each possession date. Initially, she was informed that possession would be handed over in January 2024, but each subsequent timeline was also defaulted. As of today, there is a delay of nearly 18 months from the builder's commitment date and about 24 months from the possession date mentioned in the registered agreement. She still has no clarity regarding the final possession date. The complainant has stated that she has been paying EMIs for the past 18 months and has already paid approximately Rs. 1.6 lakh to the bank. The total flat cost is Rs. 12 lakh, of which Rs. 10 lakh has been financed through the bank and Rs. 2 lakh has been paid by her as self-contribution. Accordingly, the complainant has prayed for (i) immediate possession of the flat along with OC, clearances, and possession letter; (ii) recovery of the EMI interest amount of Rs. 1,63,700/- already paid by her, and further interest until the actual possession is handed over; and (iii) compensation for mental trauma and stress caused due to the delay in possession.

6. The respondent although has appeared for the hearing (as applicable), it has failed to file any reply to this complaint, despite directions. However, during the course of hearing it has contended that the project got delayed mainly due to heavy rain fall at Karjat. Also the date of completion of the said project is 30-12-2028. Hence, this complaint is premature to seek reliefs under Section 18 of the RERA. However, it has also claimed that the project is almost complete and it will apply for OC soon. Hence, it has prayed for dismissal of this complaint.
7. The MahaRERA has examined the submissions made by both the parties and also perused the available record. The complainant herein, by filing this complaint under section 31 of the RERA has approached the MahaRERA mainly seeking possession of the said flat along with interest and compensation under the provisions of section 18 of the RERA on account of delay in handing over possession of the said flat to her on the agreed date of possession



mentioned in the agreement for sale signed with the respondent.

8. The complainant has agitated her claim under section 18 of the RERA by virtue of the registered agreement for sale dated 26-12-2023 and has contended that as per the said agreement for sale, the respondent has agreed to handover possession of the said flat to her on or before 31-01-2024 (including the grace period of 6 months – as per the complainant). However, it has failed to do so. To substantiate her aforesaid claims under section 18 of the RERA, the complainant has submitted the copy of the said agreement for sale on record of MahaRERA.
9. The respondent promoter, although has not filed any reply to this complaint, during the course of hearing, it has assailed the aforesaid claims of the complainant contending that the project got delayed due to heavy rain fall at Karjat. It has also contended that the project completion date is extended till 3-12-2028. Hence, this complaint is premature to seek reliefs under section 18 of the RERA. Hence, it has prayed for dismissal of this complaint.
10. Be that as it may, in regard to the substantive relief sought by the complainant for possession of the said flat under Section 18 of the RERA, it is an admitted fact that a registered agreement for sale was executed between the complainant and the respondent promoter on 26-12-2023. As per the said agreement for sale, the respondent had agreed to hand over possession of the said flat to the complainant on or before 30-06-2023. However, it is pertinent to note that the possession date mentioned in the agreement for sale predates the date of execution of the agreement itself. The complainant has also submitted during the hearing that, including the alleged 6 months grace period, she had accepted the possession date as 31-01-2024. Although the complainant has claimed that the agreement for sale provides for a 6 months grace period, no such clause is found in the executed agreement placed on record of MahaRERA, nor has the respondent pointed out any such provision. In view of the contradictory dates mentioned in the agreement for sale and the oral submissions of the complainant, and in the absence of any clarity regarding the alleged grace period in the contract, the MahaRERA is of the view that the admitted possession date stated by the complainant during the hearing i.e., 31-01-2024, needs to be considered for the purpose of determining delay in this complaint. However, the possession has not been handed over to the complainant.
11. In view of the above, before dealing with the facts of this complaint on merits, it is pertinent



to examine the phrase "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 a plain reading of section 18 of the RERA, it is clear that if the promoter fails to handover the possession of the flat to the allottees as per the terms and conditions of the agreement for sale on the date specified therein, the allottee has two choices either to withdraw from the said project or to stay with the project. In case the allottee chooses to withdraw from the project, the allottee is entitled to seek a refund along with interest including the compensation and if the allottee wishes to stay in the project he is entitled to seek interest for the delayed possession as prescribed under section 18 of the RERA read along with relevant rules made thereunder.
13. In the present case, admittedly alleging the delay in handing over possession of the said flat to her, the complainant has filed this complaint seeking reliefs under section 18 of the RERA. The complainant has contended that on the said agreed date of possession i.e., on 31-01-2024, the respondent has failed to handover possession of the said flat by procuring occupancy certificate for the said project.
14. As stated hereinabove, although the respondent has claimed that the project was delayed due to heavy rainfall at Karjat, it has failed to produce any cogent documentary evidence on record before MahaRERA to substantiate this contention. The respondent has also not shown any proof of having communicated this alleged reason for delay to the complainant. Hence, the respondent cannot be permitted to take undue advantage of its own wrong. MahaRERA

is therefore of the considered view that the respondent has failed to provide any plausible explanation for the said delay in completion of the said project.

15. The respondent has also raised an issue that the date of completion of this project is 30-12-2028 and hence, this complaint is premature to seek reliefs under section 18 of the RERA. In this regard, the MahaRERA is of the view that the date of completion of this project mentioned on the MahaRERA website is distinct from the date of possession mentioned in the agreement for sale signed with the complainant. Also, the agreement for sale with the complainant-allottee has been executed after commencement of the RERA and hence, the respondent promoter should have mentioned the reasonable time period for handing over possession of the said flat to the complainant. Moreover, by obtaining extension for the project registration (with or without the consent of the allottees of this project), the respondent promoter cannot try to modify the date of possession mentioned in the said registered agreement for sale, which in fact are public documents and the same needs to be changed by way of a registered deed. Admittedly, the respondent has not submitted any cogent documentary proof on record of MahaRERA to show that the said complainant has ever given her consent for extension in the dates of possession mentioned in the agreement for sale. Hence, the MahaRERA does not find any merits in the aforesaid issue raised by the respondent promoter.
16. In view of the above, the MahaRERA is of the considered view that the respondent has failed to justify the said delay in handing over possession of the said flat to the complainant as per the said agreement for sale dated 26-12-2023. Hence, the complainant is entitled to seek interest on account of the delay from 1-02-2024 till the date of offer of possession along with OC.
17. As far as the claim of compensation sought by the complainant, the MahaRERA is of the view that since the complainant is willing to continue in the project, she is entitled to seek interest for the delayed possession as provided under section 18(1) of the RERA. Hence, her claim for compensation stands rejected.
18. In addition to this, it is pertinent to note that there are various orders passed by the MahaRERA deferring such refund /payment of interest till date of completion of the project i.e. till the date occupancy certificate is obtained. Such directions are issued by the

MahaRERA mainly keeping the interest of the project in mind and to ensure timely completion of the project. No doubt the main intention of the RERA legislation is not only to regulate but to ensure the development which will happen only when the projects get completed in a time bound manner. The diversion of funds during the implementation of the project would definitely affect the cash flow in the project and the possibility that the project may get further delayed. The same may result in further delay in possession of the flats to the homebuyers who seek possession of their flats. The provisions of sections 37 read with sections 11, 14 and 34 of the RERA empowers the MahaRERA to issue such directions to achieve the aim and object of the RERA. Hence, issuing such directions, may definitely not amount to the dilution of any other provisions of the RERA.

19. In the present case, it is pertinent to note that the complainant herein has relied upon the registered agreement for sale signed with the respondent promoter. She has also mentioned the total consideration amount for the said flat booked by her and also the amount paid by her towards the said bookings. However, the pleadings of the complainant about total consideration amount as well as the amount paid by her mentioned in this complaint has not been disputed by the respondent-promoter by filing any specific reply on record of MahaRERA. 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 view of these facts and in compliance of principles of natural justice, the following order is passed:-
- The complaint is partly allowed.
 - The claim of compensation sought by the complainant stands rejected in view of the observations made in aforesaid para-no.-17.
 - The respondent promoter is directed to pay interest for the delayed possession to the complainant from 1-02-2024, for every month till the actual date of offer of possession of the said flat to her along with occupancy certificate on the actual amount paid by the complainant towards the consideration of the said flat 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 complainant towards the consideration of

the said flat only, excluding the stamp duty, registration charges and taxes etc. paid to the government.

- e. However, in view of the mitigating circumstances beyond the control of the respondent promoter and also to ensure that the said project is not jeopardised due to the outflow of finances and is completed keeping in mind the interest of the other buyers of the said project at large, the amounts of interest may be paid by the respondent promoter to these complainant after obtaining the full occupancy certificate. Also, the respondent promoter at the time of possession of the flat to the complainant, may set off the outstanding dues 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. However, in the interest of equity, the MahaRERA further directs that if the approximate amount of interest payable by the respondent promoter to the complainant (as per the directions issued in para (c) above) exceeds the outstanding dues payable by the complainant (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.

21. With these directions, the present complaint stands disposed of.

MAHESH Digitally signed
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(Mahesh Pathak)

Member - 1/MahaRERA