BEFORE THE MAHARASHTRA

REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through hybrid mode

COMPLAINT NO. CC12500065

MINI SHIVKUMAR PILLAI …COMPLAINANT/S

VS.

BRIGHT SKY HEIGHTS BUILDERS AND DEVELOPERS PRIVATE LIMITED …RESPONDENT/S

MAHARERA PROJECT REGISTRATION NO. P51700009788

Order
November 27th, 2025
(*Date of hearing – 30.09.2025, matter was reserved for order*)

Coram: Manoj Saunik, Chairperson, MahaRERA
Advocate Rajendra Pawar appeared for the Complainant.
Mr. Milind Joshi appeared for the Respondent.

1. The complainant is a homebuyer and an allottee within the meaning of Section 2 (d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**said Act**") of the Real Estate Regulatory Authority (hereinafter referred to as the "**RERA**") and the respondent is the promoter within the meaning of Section 2 (zk) of the Act who has registered the project namely **"GALAXY WING 5"** under Section 5 of the Act bearing **MAHARERA Project Registration No. P51700009788** ("**The Project**").

2. On the MahaRERA project registration webpage, the proposed date of completion of the project is 31.10.2017; the revised proposed date of completion is 31.12.2019 and the extended date of completion of the project is mentioned as 30.06.2025. The project is yet to receive the occupancy certificate. The said project is lapsed, and the respondent has failed to apply for an extension.

3. The complainant is seeking the following reliefs:

a) *To direct the respondent to refund the entire amount received from the complainant towards the consideration of the said flat, along with applicable interest, as provided under the provisions of the Act and Rules.*

b) *That, pending the hearing and final disposal of the present complaint, direct the respondent to reimburse/ pay the interest charged by the complainant's lender(s) on the housing loan amount disbursed towards the subject flat.*

4. The complaint was heard on 30.09.2025 and the following roznama was recorded by this Authority:

"This being the sixth hearing, it is noted that on multiple earlier occasions the respondent had sought time to file the reply. However, no reply has been filed till date. Considering the pendency of the matter and the conduct of the respondent, both parties were heard orally, and the matter is reserved for orders. No further submissions or documents shall be considered in this matter."

5. The brief facts of the complaint are hereunder represented in a tabular format:

Complaint No./ Date of Filing	Flat No.	Date of AFS[1]	Possession As Per AFS[2]	Total Consideration (In Rupees)	Reliefs Sought
CC12500065 07.01.2025	Wing 5 - 1503	02.09.2016	On or before December 2018	44,50,000/- (As per AFS)	Refund a/w Interest; Reimbursement of Interest on the Housing Loan Amount

6. The brief submission of the complainant is as follows:

A. That, the complainant purchased a residential unit in the captioned project, by executing a duly registered agreement for sale dated 02.09.2016. As per the said agreement, the respondent had committed to hand over possession of the flat by December 2018. However, to date, despite the lapse of several years, the

[1] AFS – Agreement for Sale

respondent has failed to hand over possession of the said flat, without furnishing any justifiable reasons for the delay.

B. That, the entire consideration amount, along with all dues as demanded by the respondent, have been duly paid by the complainant. In spite of fulfilling all contractual obligations, the complainant has been deprived of possession, which has resulted in severe mental agony and financial hardship, including additional burden of interest accrued on the housing loan disbursed by the lending institution.

C. That, in view of the continued delay and the respondent's failure to deliver possession as agreed, the complainant does not wish to remain associated with the said project and is therefore constrained to approach this Hon'ble Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016, seeking appropriate reliefs.

7. The brief submission of the respondent is as follows:

A. During the proceeding dated 30.09.2025, the respondent submitted that the project's construction work is now complete and that they have applied for the occupancy certificate.

8. From the facts and submissions, the issue that needs to be considered is *whether the complainant is entitled to seek reliefs under section 18 of the RERA Act?*

9. Before determining the issue at paragraph no. 8, the following observations are noteworthy:

A. It is observed that the project has not yet received occupation certificate (OC) as on the date of this order. Further, it is also observed that the said project is lapsed, and the respondent has failed to apply for an extension of the project.

B. It is observed that the complainant had executed a duly registered agreement for sale for purchase of a residential unit in the said project, wherein the respondent had agreed to handover possession of the said flat by December 2018. However, despite the lapse of considerable time beyond the agreed possession date, the

respondent has failed to handover possession of the said flat. No cogent justification or documentary evidence has been placed on record by the respondent to explain such delay.

C. It is observed that the complainant is claiming relief under the provisions enumerated in section 18 of the Act. The complainant is seeking to withdraw from the project and is claiming refund along with interest due to the respondent's failure to handover possession within the agreed timeline

D. It is observed from the record that on multiple earlier occasions, the respondent had sought time for filing written submissions/ reply. However, till date no reply has been filed by the respondent. During the course of the proceeding dated 30.09.2025, the respondent submitted that they are in the process of engaging a new legal representative and that the construction of project has now been completed and that an application for issuance of occupancy certificate has been made. However, no documentary evidence has been placed on record by the respondent to substantiate this claim. It is therefore evident that despite being granted adequate and reasonable opportunity, the respondent has failed to place on record any written reply to rebut the claims of the complainant. The Authority, accordingly, proceeds to decide the present matter based on the material available.

E. Further, it is observed by this Authority that the respondent has failed to handover possession of the subject flat to the complainant as assured to be delivered by them within the agreed period as per the terms of the agreement for sale. Thus, the complainant is entitled to seek reliefs enumerated under section 18 of the Act.

F. Therefore, after considering the aforementioned observations, provisions of the Act, facts of the case, submissions of the parties and the materials placed on record by the complainant, 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 agreement for sale and the complainant is 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 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.

G. Thus, based on the observations made herein above, the issue at paragraph no. 8 is answered in **affirmative**.

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:

A. The captioned complaint is **allowed**.

B. The respondent is held liable and is hereby directed to refund entire amount 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 complainant along with interest accrued thereon from 01.01.2019 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.

C. 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.

D. 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.

E. The respondent promoter is directed to apply for extension of the project within 30 days of this order, failing which appropriate action shall be initiated under section 63 of the Act.

F. All other reliefs claimed by the complainant stand rejected, save and except what has been mentioned in paragraph 10A – 10G hereinabove.

G. No order as to costs.

MANOJ SAUNIK
Digitally signed by MANOJ SAUNIK
Date: 2025.11.27 15:17:48 +05'30'

Manoj Saunik
Chairperson, MahaRERA