BEFORE THE MAHARASHTRA

REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through hybrid mode

COMPLAINT NO.: CC12503461

VINIT VISHVAS RANE …COMPLAINANT/S

VS

ANUSHKA DEVELOPERS …RESPONDENT/S

In MahaRERA Project Registration No. P5180002057

Order
March 18th, 2026
(Date of hearing - 12.02.2026. The matter was reserved for order)

Coram: Manoj Saunik, Chairperson, MahaRERA
The complainant was present in person.
Respondent was absent.

1. The complainants are home buyers and allotees within the meaning of Section 2(d) of the Real Estate (Regulation and Development Act) 2016 (herein after referred to as the Act) of Real Estate Regulatory Authority(Herein after referred to as the RERA) and the respondents are the promoter within the meaning of section 2(zk) of the Act who has registered project namely 'ARYA GREENS' under section 5 of the said Act bearing MahaRERA Project Registration No. **P5180002057.**

2. On MahaRERA project registration webpage the proposed date of completion is mentioned as 30.12.2023 and revised proposed date of completion is mentioned as 30.06.2025**.** The project received part occupancy certificate on 27.11.2025.

3. The complainant is seeking following reliefs:
   A. The Complainant respectfully requests the Hon'ble Authority to, under Section 18, direct the Respondent to hand over possession of Flat No. A Wing 101 in a completed

and habitable condition and award interest/compensation for delay; under Section 11(4)(a), direct the Respondent to adhere to the Agreement for Sale and approved plans and complete all pending works without further delay; under Section 14,

B. *Direct the Respondent to rectify structural deviations (missing chajja) or provide suitable compensation; award compensation for unauthorized use of the flat by workers; compensate for financial losses including home loan EMI burden and loss of rental income due to delay.*

C. *Pass any other order deemed just and proper under the Real Estate (Regulation and Development) Act, 2016.*

4. The complaint was heard on 12.02.2026 wherein following roznama was recorded:

"The respondent has remained absent for the third consecutive time. Matter is proceeded ex-parte. Matter is reserved for order."

5. Brief facts of the case are as follows:

Complaint no and filing date	Flat no	Date of AFS[1]	Date of possession	Total consideration agreed	Reliefs sought
CC12503461 28.09.2025	A-101	21.02.2024	29.12.2024	Rs.41,44,980/-	Possession with interest.

6. Brief submissions of the complainant are as follows:

A. The complainant booked Flat No. 101 in A Wing of the Respondent's project. The Agreement for Sale, executed on 21.02.2024, stipulated the possession date as 29.12.2024.

B. Despite repeated follow-ups and the expiry of the agreed possession date, the Respondent has failed to hand over the flat, amounting to a breach of contract and violation of RERA provisions.

[1] AFS- Agreement for sale

C. The project's RERA registration expired on 29.12.2024 and was later extended to 30.06.2025. The Respondent's justification of incomplete work in other wings is not a legally valid reason to delay possession of the complainant's flat.

D. The complainant found that the respondent had unauthorizedly allowed house workers to use the flat without consent, while several essential works inside the flat remain incomplete, making it unfit for possession.

E. There is a structural deviation, as the demo unit shown at booking had a chajja (sunshade) which is missing from the allotted flat. This constitutes misrepresentation and non-compliance with the approved plan.

F. The complainant has been following up consistently. An email dated 17.09.2025 requesting a response within seven days received no reply.

G. A telephonic follow-up was made on 22.09.2025 as requested by the Respondent; however, no confirmed date for possession or completion was provided.

H. Despite verbal assurances, the Respondent has not provided any written commitment or timeline.

I. Due to the delay, the Complainant is suffering financial loss, including ongoing home loan EMIs and loss of rental income. The Respondent has not provided any details regarding delay compensation despite repeated requests.

7. The respondent has remained absent for the hearings and has not placed on record any submissions in his defence till date.

8. From the facts of the case and submissions of the parties, issue that needs to be examined is *whether the complainant is entitled to seek reliefs under the Act?*

9. Before determining the issue framed at para-no.8 above the following common observations are noteworthy:

A. The Complainant has purchased Flat No. 101 in the Respondent's project for a consideration of ₹41,44,980/- under the Agreement for Sale dated 21.02.2024.

B. The Complainant states that there has been a delay in handing over possession of the flat, and the Respondent has not completed the amenities and other works as agreed.

C. The Complainant has placed on record the Agreement for Sale and the payment receipts as evidence of the transaction between the parties.

D. The project has received a part Occupancy Certificate on 27.11.2025.

E. The Complainant further alleges that there is a structural deviation between what was shown in the demo flat and the flat actually allotted to the Complainant.

F. The complainant has also placed on record the screenshots of communication with the respondent raising the grievance.

10. Since the part occupancy certificate was received on 27.11.2025, whereas the agreed date of possession was 29.12.2024, there is a clear delay in handing over possession of the flat. Accordingly, the complainant becomes entitled to seek reliefs under Section 18 of the Act. The essentials of Section 18 are as follows:

    A. Failure of promoter to give possession in accordance with the terms of the contract between the Parties (such as Booking Form Allotment Letter, Agreement for Sale, etc. and within the date specified in the contract between the parties.

    B. Inability of the promoter to complete the project with agreed time limit.

11. The provisions of section 18 are clear that if the promoter (respondent herein) fails to handover possession by the specified date, he shall be liable to pay interest to the allotee (complainant herein), and this provision does not provide for any waiver or disclaimer or exception. It is an absolute provision. The remedy under the Section 18 is available to the allottee only after the promised date of

possession/completion is expired, and not before, to determine the issue at hand, and hence, it is paramount to examine the material placed on record.

12. The complainant has placed on record the Agreement for Sale dated 21.02.2024. Upon consideration of the said evidence, the Authority holds that the complainant is entitled to withdraw from the project and to receive a refund along with interest, in accordance with Section 18 of the Act. The refund along with applicable interest shall be paid to the complainant in the following manner.

Complaint no and filing date.	Date of possession	Interest to be payable from	Interest to be paid till
CC12503461 28.09.2025	29.12.2024	30.12.2024	**Till the actual date of handing over possession as even after receipt of OC possession has not been handed over.**

13. The complainant further alleges that the construction is not in accordance with the sanctioned plan and that the flat is not in a habitable condition. The complainant has placed on record screenshots of communications made with the respondent and photographs of the issues in this regard. Section 14 of the Act mandates that the promoter must adhere with the sanctioned plans and is also obligated to rectify any structural or workmanship defects after possession. For reference, Section 14 is reproduced herein below:

Section 14: Adherence to sanctioned plans and project specifications by the promoter.

Section 14. (1) *The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.*

(2) *Notwithstanding anything contained in any law, contract or agreement, after the sanctioned plans, layout plans and specifications and the nature of the fixtures, fittings, amenities and common areas, of the apartment, plot or building, as the case may be, as approved by the competent authority, are disclosed or furnished to the*

person who agree to take one or more of the said apartment, plot or building, as the case may be, the promoter shall not make –

(i) any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, which are agreed to be taken, without the previous consent of that person:

Provided that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the allottee.

Explanation. *– For the purpose of this clause, "minor additions or alterations" excludes structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.*

(ii) any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.

Explanation. *– For the purpose of this clause, the allottee, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.*

(3) *In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within*

a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act.

14. The respondent is hereby directed to adhere strictly to the sanctioned plans and to address all the workmanship issues forthwith. Thus, in view of above, the issue framed at para 8 is **answered in the affirmative.**

15. It is further observed that the revised proposed date completion of this project is mentioned as 30.06.2025 and the project registration is lapsed with effect from 01.07.2025. As per records, the respondent has not applied for extension and hence the respondent is hereby directed to take necessary steps for seeking extension of the said project within **Thirty (30) days** from the date of this order failing which he shall be liable to a penalty under section 63 of the Act.

FINAL ORDER

16. Therefore, after considering the provisions of the Act, submissions of complainant, material placed on record, and the observations made, the Authority passes following order:

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

B. The complainant is entitled to claim interest for delay in handover of possession 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 mentioned in the column "*INTEREST TO BE PAID FROM*" in table at para 12 above, till the date of actual handover of possession with occupancy certificate.

C. The total arrears of interest accrued, shall be set off /adjusted against any outstanding dues required to be paid by the complainants towards the cost

of the subject flat in terms of the agreement/allotment letter/booking form/ letter of intent, if any, and the remaining amount shall be paid by the respondent in one instalment to the complainants within **sixty days** (60) from the date of this order. Further any interest accruing up to date of actual handover of possession subsequent to payment of above to be paid in one instalment within **thirty days(30)** of actual handover of possession with occupancy certificate.

D. The Respondent is hereby directed to strictly adhere with the sanctioned plans and to provide all agreed amenities along with the possession of the flat. The respondent is further directed to submit a compliance report confirming that the construction is in accordance with the sanctioned plan and that all issues relating to construction have been duly resolved. The Respondent shall also place on record all necessary documents and photographs evidencing compliance with Section 14 of the Act.

E. The respondent is NOT entitled to claim the benefit of "moratorium period" as mentioned in the Notifications/Orders Nos. 13, 14 and 21 dated 02.04.2020, 18.05.2020 and 06.08.2021 respectively issued by the MahaRERA.

F. The respondent has not applied for extension of the project and hence the respondent is hereby directed to take necessary steps for seeking extension of the said project within **Thirty (30) days** from the date of this order failing which he shall be liable to a penalty under section 63 of the Act.

G. No orders as to costs.

MANOJ SAUNIK Digitally signed by MANOJ SAUNIK Date: 2026.03.18 11:22:57 +05'30'

Manoj Saunik
Chairperson, MahaRERA