BEFORE THE MAHARASHTRA
REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through hybrid mode

COMPLAINT NO.: CC12504577

JAYAVANT SHANTARAM CHAVAN …COMPLAINANT

VS

ANUSHKA DEVELOPERS …RESPONDENT

MAHARERA PROJECT REGISTRATION NO. P51800020573

ORDER

June 18th, 2026
(*Date of hearing 04.06.2026- Matter was reserved for orders*)

Coram: Manoj Saunik, Chairperson, MahaRERA
Complainant present in person
Mr. Jivendra Mithbavkar present for the respondent.

1. The complainant is a home buyer and allottee within the meaning of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "Act") of Real Estate Regulatory Authority (hereinafter referred to as the "RERA"). The respondent is the promoter/developer within the meaning of Section 2 (zk) of the said Act and is registered as the promoter of the project namely "ARYA GREENS" under section 5 of the said Act bearing MAHARERA project registration no. P51800020573 (hereinafter referred to as the "project").

2. On the MahaRERA project registration webpage the proposed completion date (PDC) of the said project is mentioned as 30.12.2023, revised proposed date of completion is 30.06.2025. The promoter has obtained a part occupancy certificate dated 27.11.2025 issued by Slum Rehabilitation Authority, Brihanmumbai.

3. The complainant is seeking the following reliefs:

   A. Direct the Respondent to hand over immediate possession of Flat No. 1601, A-Wing, "Aarya Green" Project, along with peaceful enjoyment and all promised amenities, as per the registered Sale Deed, without any further delay.

B. *Direct the Respondent to pay interest for delayed possession from December 2023 till the actual date of handing over possession, at the rate prescribed under the Real Estate (Regulation and Development) Act, 2016.*

C. *Direct the Respondent to reimburse the Complainant the home loan interest and EMIs paid from December 2023 onwards, as the delay in possession is solely attributable to the Respondent.*

D. *Direct the Respondent to compensate the Complainant for financial loss, mental agony, and harassment caused due to repeated false assurances and unlawful delay in handing over possession.*

E. *Direct the Respondent to hand over all statutory documents, including: Occupancy Certificate (OC), Completion Certificate, Possession letter, and Any other documents required for lawful occupation of the flat.*

F. *Impose penalty on the Respondent for violation of the provisions of the RERA Act, 2016 and breach of the registered Agreement for Sale.*

G. *Award the cost of the present proceedings in favour of the Complainant.*

H. *Pass any other order or relief which this Hon'ble Authority may deem fit and proper in the interest of justice.*

4. The complaint was heard by this Authority on *04.06.2026 - Matter was reserved for orders* (*listed therein at Sr. No. 75*) wherein the following roznama was recorded:

"This is the fifth hearing in the matter. The respondent remained absent on the first, second and fourth occasions. On the third hearing held on 30.04.2026, a representative appeared on behalf of the respondent and sought time to file reply. Despite such opportunity, the respondent again remained absent on 14.05.2026. Today, on the fifth hearing, the respondent has appeared and once again seeks time to file reply. The conduct of the respondent demonstrates a lack of diligence and has resulted in unnecessary delay in adjudication of the matter. In the circumstances, the matter shall proceed without the respondent's reply and is reserved for order."

5. The brief facts in the complaint are as follows:

COMPLAINT/ APPLICATION NOS./ DATE OF FILING	FLAT NO.	DATE OF AFS[1]	POSSESSION DATE AS PER AFS[2]	TOTAL CONSIDERATION (INR)	RELIEFS SOUGHT
CC12504577 22.12.2025	1601 A Wing	09.08.2023	30.12.2023	40,00,000/-	Possession with interest and compensation

6. The submissions of the complainant are as follows:

1 AFS- Agreement for Sale

A. That the complainant booked flat no. 1005, C-Wing, in the project "Arya Green" for a total consideration of Rs. 42,00,000/- and paid a booking amount of ₹5,00,000/-. The respondent assured possession by the year 2022.

B. That construction of the project was not commenced as promised and was allegedly started only in the year 2025. Due to the delay, the respondent offered an alternate flat, being flat no. 1901, A-Wing, in the same project.

C. That a registered agreement for sale dated 10.03.2023 was executed for flat no. 1901, A-Wing, for a consideration of Rs. 40,00,000/-. Subsequently, the respondent informed the complainant that the said flat had been sold to another purchaser and proposed flat no. 1601, A-Wing, instead.

D. That the earlier agreement was cancelled and a fresh registered agreement for sale was executed for flat no. 1601, A-Wing. As per the agreement, possession of the said flat was to be handed over by December 2023.

E. That the complainant availed a housing loan from HDFC Bank and paid a total amount of Rs. 39,84,080/- to the respondent. As per the agreement, only a nominal balance amount remained payable at the time of possession.

F. That despite being ready and willing to pay the balance amount, the respondent failed to handover possession and continued to postpone the same on various grounds.

G. That repeated follow-ups with the respondent yielded only assurances regarding possession. Due to the delay, the complainant has been burdened with payment of housing loan EMIs and has suffered financial loss.

H. That despite issuance of a legal notice dated 29.10.2025 and subsequent reminders, the respondent neither replied nor handed over possession.

I. That although the respondent has obtained the Occupancy Certificate for the building, possession of the subject flat has not been handed over. Hence, the complainant seeks possession of the flat along with interest and compensation for the delay.

7. The respondent failed to file its reply despite being granted an adequate opportunity. Hence, the matter was proceeded with *ex-parte* against the respondent.

8. From the above facts and the submissions, the issue that needs to be considered is *whether the complainant is entitled to seek relief under Section 18 of the said Act?*

9. Before determining the issue at para. No. 8, the following observations are noteworthy:

   A. The promised date of possession was 30.12.2023. However, the respondent has failed to handover possession of the flat till date, thereby failing to deliver possession within the stipulated period even after obtaining a part occupancy certificate dated 27.11.2025.

   B. The present complaint was filed on 22.12.2025 after the receipt of occupancy certificate. However, since possession of the subject flat has not been handed over till date, the cause of action continues to survive and remains ongoing.

   C. The amount paid by the complainant, as stated in the complaint, is duly reflected in the receipts placed on record before the Authority.

   D. The amount paid towards consideration for the said flat/unit has been substantiated through the receipts and supporting documents placed on record before the Authority by the parties.

   E. The registration of the project has lapsed, and the respondent has not applied for an extension of the project registration under the provisions of the Act.

10. Moving ahead to examine the issue framed at para. No. 8 pertaining to reliefs claimed under section 18 of the Act, the Authority shall examine section 18 of the Act.

11. The essentials to seek relief under Section 18 are:

   i. 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.

ii. Inability of the promoter to complete the said project.

12. Section 18 states that if the promoter (*respondent herein*) fails to hand over possession as per the terms of the agreement for sale by the specified date therein, the allotee (*the complainant herein*) has a choice either to withdraw from the said project or stay with the project. The complainant has chosen to stay in the project and is seeking interest and compensation for delay possession.

13. Hence, it is clear that remedy under the section 18 is available to the allottee only after the promised date of possession/completion is expired and not before and to determine the issue at hand, it is paramount to examine the documents placed on record to discover the date of possession as was agreed between the parties herein. The complainant has registered AFS pertaining to flat and it is produced before the Authority. After perusal of the same it is found that the possession of the apartment has not been handed over to the complainant with occupancy certificate in terms of the agreement executed between the parties. Thus, it is clear that there is a delay on part of the respondent regarding the handover of possession with OC as per the agreement of the complainant herein.

14. In view thereof, the date of possession as per agreement and the interest in delay in handover of possession shall be applicable from the date mentioned against complaint tabulated hereinbelow for ease of reference:

COMPLAINT NO.	DATE OF POSSESSION	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
CC12504577	30.12.2023	31.12.2023	Handover of possession with occupancy certificate

15. It is thus observed that the respondent has failed to handover possession of the apartment (flat) on the agreed date and has violated the provision of Section 18 mentioned hereinabove. In view of this, the complainant has chosen to stay in the said project and seek interest for delay in possession along with compensation if

any. Thus, the plea of complainant is allowed. The complainant is allowed to claim interest for delay in handover of possession from the date as mentioned in the table at para. No. 14 above. Thus, the issue at para–No. 8 is answered in the affirmative.

16. Lastly, all other reliefs claimed by the complainant save and except the reliefs sought under section 18 are rejected, as the complainant has failed to state in their complaint and has also failed to satisfy this Authority as to which provisions of the said Act give right to the complainant to claim such reliefs.

Final Order

17. 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 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 31.12.2023 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 date of 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 complainant 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 complainant within **sixty days** from the date of this order. Further any interest accruing upto date of actual handover of possession subsequent to payment of above to be paid in one instalment

within **thirty days** of actual handover of possession with occupancy certificate.

D. The respondent/promoter is NOT entitled to claim the benefit of "moratorium period" as mentioned in the Notifications / Orders Nos. 13, 14 and 21 MahaRERA.

E. The respondent is directed to take necessary steps for seeking extension of the project within 30 days from the date of this order, failing which the respondent shall be liable to a penalty under section 63 of the said Act.

F. No order as to costs.

MANOJ SAUNIK
Digitally signed by MANOJ SAUNIK
Date: 2026.06.18 09:35:26 +05'30'

Manoj Saunik
Chairperson, MahaRERA