BEFORE THE MAHARASHTRA

REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through Hybrid Mode

1. COMPLAINT NO. CC006000000479902

ANIL DIGAMBAR KADAM
ANIKET ANIL KADAM
ANKITA ANIKET KADAM …COMPLAINANT/S

A/W

2. COMPLAINT NO. CC006000000479994

KARTIK RAITHATHA
MRS. MEHA KARTIK RAITHATHA …COMPLAINANT/S

A/W

3. COMPLAINT NO. CC006000000479989

MRS.SHOBHANA NALIN JATANIA
MR. DHYEYA NALIN JATANIA
MR. PARAS SUBHASH JATANIA …COMPLAINANT/S

A/W

4. COMPLAINT NO. CC006000000479967

PARAG MANOJ CHOKSHI
MRS. SHAILI PARAG CHOKSHI …COMPLAINANT/S

A/W

5. COMPLAINT NO. CC006000000500408

SHAHENSHAH RAMAWADH GUPTA
MRS. NEETU SHAHENSHAH GUPTA …COMPLAINANT/S

A/W

6. COMPLAINT NO. CC12400758

MR. RATANSHI PATEL
MRS. BHAVANA RATANSHI PATEL …COMPLAINANT/S

VS

S D CORPORATION PRIVATE LIMITED …RESPONDENT/S

MAHARERA PROJECT REGISTRATION NO. P51800019659

Order

February 12th, 2026

(*Date of hearing – 12.01.2026- matters were reserved for order*)

Coram: Manoj Saunik, Chairperson, MahaRERA

Advocate Vijayprakash Yadav is present for complainants at Sr. Nos. 1 to 6.
Advocate Abir Patel is present for the respondent.

1. The complainants at Sr. Nos. 1 to 6 are home buyers/allottees within the meaning of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act'), of the Real Estate Regulatory Authority (hereinafter referred to as 'RERA'). The respondent is the promoter and is registered as a promoter/developer within the meaning of Section 2(zk) of the Act, in respect of the project namely 'SIENNAA WING C' duly registered under Section 5 of the Act, bearing MahaRERA Project Registration No. P51800019659 (hereinafter referred to as 'the Project').

2. As per the MahaRERA Project Registration webpage, the Proposed Completion Date (PCD) of the project is 30.12.2023 and the Revised Completion Date (RCD) is 31.03.2024. The promoter has obtained a part occupancy certificate (OC) dated 17.10.2024 issued by MHADA in respect of Building No. 5, Wings "A", "B" and "C", comprising two levels of basement for services and parking; ground floor for commercial shops only; first podium level partly for commercial shops only; second to fifth podium levels partly for residential use; and first to seventeenth upper floors for residential use, with a building height of 69.85 meters, excluding the stilt floor, first podium partly for parking, second to fifth podium partly for parking, and the first floor level (E-deck level) for amenities. Further, the promoter has uploaded Form 4 on 12.11.2024, wherein it is stated that the occupancy certificate in respect of Building No. 5, Wing "C", for which the said project is registered, has been obtained and that the said building is completed and fit for occupancy.

3. Since the reliefs sought in all the complaints at Sr. Nos. 1 to 6 are substantially similar, except for differences in factual particulars, they are summarized below and are not reproduced in full to avoid undue prolixity.

SR. NOS.	COMPLAINT NOS.	RELIEFS SOUGHT
1 to 6	CC006000000479902 CC006000000479994 CC006000000479989 CC006000000479967 CC006000000500408	**Original common reliefs:** a. To direct the respondent promoter to hand over possession of the respective flats to the complainants along with interest for delayed possession, as contemplated under Section 18 of the Real Estate

	CC12400758	(Regulation and Development) Act, 2016, calculated from the respective due dates of possession till the date of actual handing over of possession. b. To impose penalty upon the respondent promoter for contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016. c. To direct attachment and sale of the movable and immovable properties of the respondent promoter for recovery of interest, compensation and penalty payable to the complainants. d. To initiate prosecution against the respondent promoter for commission of offences under the provisions of the Real Estate (Regulation and Development) Act, 2016. e. To restrain the respondent promoter from creating any third-party rights in respect of the respective flats in the subject project. f. To direct the respondent promoter to pay costs of the complaints, including filing and stationery expenses, as claimed by the complainants. g. To award compensation to the complainants for harassment and mental agony suffered on account of delay in handing over possession, including erosion of insurance tenure, till the date of actual possession. h. To direct the respondent promoter to compensate the complainants for additional financial burden arising due to changes in tax structure occasioned by delay in handing over possession. i. To direct the respondent promoter to compensate the complainants for loss of Income Tax benefits under Section 80C and Section 24 of the Income Tax Act, 1961. j. To grant any other relief(s) as this Authority may deem fit in the facts and circumstances of the case. k. To pass appropriate orders with costs. **Amended common reliefs:** a. To direct the respondent promoter to hand over possession of the respective flats to the complainants along with interest for delayed possession, as contemplated under Section 18 of the Real Estate (Regulation and Development) Act, 2016, calculated from the respective due dates of possession till the date of actual handing over of possession. b. To impose penalty upon the respondent promoter for contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016. c. To direct attachment and sale of the movable and immovable properties of the respondent promoter for recovery of interest and penalty payable to the complainants. d. To initiate prosecution against the respondent promoter for commission of offences under the provisions of the Real Estate (Regulation and Development) Act, 2016. e. To restrain the respondent promoter from creating any third-party rights in respect of the respective flats in the subject project. f. To direct the respondent promoter to pay costs of the complaints, including filing and stationery expenses, as claimed by the complainants. g. To direct the respondent promoter to pay additional amounts due to changes in tax pattern for not giving possession. h. To grant any other relief(s) as this Authority may deem fit in the facts and circumstances of the case. i. To pass appropriate orders with costs.

4. The complainants filed an application for amendment of relief, seeking deletion of the word *"compensation"* wherever it appeared in the complaint, as the complainants are only claiming interest for delayed possession. On 30.06.2025, the respondent sought time to file a reply to the amendment applications. The additional reply and

objections of the respondent were taken on record, and on 25.08.2025, the amendment applications were allowed by the Authority in all the complaints. Accordingly, the amended reliefs, after deletion of the claim for compensation, shall be considered for adjudicating the complaints on merits.

5. All the complaints *(listed at Sr. Nos. 34 to 39)* were heard by this Authority on 12.01.2026 wherein the following roznama was recorded:

"Heard both parties, both parties are at liberty to file their written submissions by 30.01.2026 and matters are reserved for orders from 31.01.2026."

6. The brief facts in all the complaints are as follows:

SR. NO.	COMPLAINT NO./ DATE OF FILING	WING-C FLAT NO.	DATE OF AFS[1]	POSSESSION DATE PROMISED	PURCHASE AMOUNT (INR)	POSSESSION LETTER DATE	RELIEFS IN BRIEF
1.	CC006000000479902 10.04.2024	701	29.03.2019	31.12.2022 *(as per clause 8 of AFS)*	1,67,22,625	31.01.2025	Interest
2.	CC006000000479994 11.04.2024	2004	31.12.2020 *(original purchaser)* 20.06.2023 *(subsequent purchaser)*	30.06.2023 *(as per clause 9 of AFS)* 30.12.2023 *(as per clause 11 of AFS)*	1,66,53,828 *(original purchaser)* 1,75,00,000 *(subsequent purchaser)*	10.12.2024	Interest
3.	CC006000000479989 11.04.2024	1901	30.04.2019	31.12.2022 *(as per clause 9 of AFS)*	1,65,84,808	16.12.2024	Interest
4.	CC006000000479967 12.04.2024	904	21.11.2019	31.12.2022 *(as per clause 9 of AFS)*	1,55,68,340	13.11.2024	Interest
5.	CC006000000500408 16.05.2024	1303	11.10.2019	31.12.2022 *(as per clause 9 of AFS)*	1,23,30,950	13.02.2025	Interest
6.	CC12400758 13.11.2024	2102	21.01.2022	30.06.2023 *(as per clause 9 of AFS)*	1,86,90,096	22.01.2025	Interest

7. After considering the documents placed on record, and in the interest of brevity, the Authority has refrained from reproducing the detailed submissions of each complainants. The relevant submissions, in brief for complaints at Sr. Nos. 1 to 6, are as follows:

   a. That the complainants are allottees within the meaning of the Act and the respondent is the promoter of the project registered with MahaRERA. The relationship between the complainants and the respondent promoter is governed by a registered agreement for sale executed under the statutory framework of the Act.

1 AFS- Agreement for Sale

b. That under the agreement for sale, the respondent promoter was contractually and statutorily obligated to hand over possession of the flat on the agreed date. However, the respondent promoter failed to hand over possession within the stipulated period and thereby committed delay within the meaning of Section 18 of the Act.

c. That the complainants have paid the consideration strictly in accordance with the agreed payment schedule and there was no delay attributable to the complainants at any stage. The agreement itself records that the balance amount, if any, was payable at the time of possession.

d. That under the relevant clause of the agreement for sale, the respondent promoter expressly agreed to pay interest in the event of delay in completion and handing over possession of the flat. The said contractual obligation is in addition to the statutory liability under Section 18 of the Act.

e. That the respondent promoter admitted delay in handing over possession through its emails but failed to provide any firm or committed date for possession.

f. That although the respondent promoter applied for issuance of an occupation certificate on 10.04.2024 and obtained a part occupation certificate dated 17.10.2024, the said certificate was issued without verification of the habitable condition of the building and without availability of essential civic amenities such as water supply, electricity and gas pipeline.

g. That despite the flat being uninhabitable, the respondent promoter issued demand letters and thereafter, raising substantial demands towards balance consideration, society-related charges and other amounts. The said demand letters did not allege any delay on the part of the complainant and, on the contrary, reflected that no interest was due from the complainants.

h. That after all demanded amounts were paid and a no-dues certificate was sought, the respondent promoter, for the first time, raised an alleged demand towards delayed payment charges by email, which was subsequently revised. The complainant submits that the said delayed payment charges were illegally and wrongfully imposed.

i. That the aforesaid delayed payment charges were paid under protest and due to coercion, as the respondent promoter made the issuance of possession documents conditional upon such payment.

j. That the respondent promoter issued possession letters, despite the flat being without basic amenities such as water, electricity and gas pipeline, even though charges for the same had already been collected in advance.

k. That immediately upon receipt of the possession letter, the complainant addressed emails clearly recording that the contents of the possession letter were not admitted, that the complainant was compelled to sign the same without being permitted to read it, and that no legal rights were being waived. The respondent promoter did not controvert these communications.

l. That the respondent promoter also issued car parking and other possession-related documents without earmarking actual facilities, even though the project and common areas were admittedly incomplete.

m. That by filing an additional affidavit dated 02.04.2025, it was specifically placed on record that the flat remained uninhabitable, that amounts were illegally extracted under protest, that possession documents were executed under coercion, and that additional amounts were collected towards security deposit contrary to the agreement. The respondent promoter has failed to file any affidavit controverting these specific averments.

n. That the so-called part occupation certificate dated 17.10.2024 was used merely as a camouflage to pressurize allottees into accepting possession of an uninhabitable flat, contrary to Section 19(10) of the Act. The said part occupation certificate itself records that it is issued without prejudice to pending legal proceedings.

o. That under Section 18(1) of the Act, where the promoter fails to hand over possession in accordance with the agreement for sale and the allottee does not seek withdrawal from the project, the promoter is mandatorily liable to pay interest for every month of delay till handing over of lawful possession.

p. That "possession" under the Act necessarily implies a habitable flat with availability of basic amenities. In this regard, reliance is placed on the judgment

of the Hon'ble Bombay High Court dated 18.07.2025 in Second Appeal No. 391 of 2025, wherein it has been held that occupancy necessarily implies habitability and availability of essential services such as water, sanitation and electricity.

q. That the respondent promoter has failed to produce any documentary proof to establish that basic amenities were available at the time of alleged possession and, on the contrary, has subsequently admitted non-availability of such amenities and provided fresh timelines.

r. That the COVID-19 related moratorium circular is wholly inapplicable, as the contractual date of possession did not fall during the lockdown period.

s. That the judgments relied upon by the respondent promoter are distinguishable and inapplicable to the facts of the present case, particularly in view of the statutory scheme of the Act and the admitted factual position regarding habitability.

t. That possession remains incomplete, illusory and unlawful until the flat is made fully habitable with all basic amenities, and accordingly, the respondent promoter is liable to pay interest for delayed possession from the agreed date till the date of actual lawful and habitable possession.

u. In view of the aforesaid facts and settled legal position, the complainants submit that the respondent promoter has acted in violation of the provisions of the Act and has indulged in unfair, illegal and coercive practices, and therefore, the complaints deserve to be allowed with appropriate directions against the respondent promoter in accordance with law.

8. After considering the documents placed on record, the relevant submissions, in brief, of the respondent promoter are as follows:

a. The respondent promoter submits that the complaints are devoid of merit, untenable in law as well as on facts, and are liable to be dismissed at the threshold. The respondent denies each and every allegation, contention and averment made by the complainant(s), save and except those which are specifically admitted herein.

b. The respondent submits that there is no delay attributable to the promoter either in completion of the project or in handing over possession of the subject flats. The agreement for sale executed between the complainants and the respondent clearly stipulates the date of possession, subject to reasonable extension on account of circumstances beyond the control of the promoter.

c. That pursuant to the nationwide lockdown imposed from 23.03.2020 due to the COVID-19 pandemic, construction activity at the project site came to a complete halt for several months. The said pandemic and lockdown were force majeure events, universally recognised, and beyond the control of the respondent promoter.

d. The respondent further submits that this Authority, by Circular dated 18.05.2020, granted extension of completion timelines for projects whose completion dates fell after 15.03.2020. Further, by Circular dated 06.08.2021, an additional extension of six months was granted in view of the second wave of the COVID-19 pandemic.

e. That due to the aforesaid force majeure circumstances, the project suffered a loss of more than twelve months, which period is liable to be excluded while computing any alleged delay. After excluding the pandemic-affected period, the project has been completed within the contractual timeline.

f. That the occupation certificate application was duly made on 10.04.2024. Thereafter, the respondent cannot be held responsible for the time taken by the planning authority in granting the occupation certificate. The respondent obtained a part occupation certificate on 17.10.2024 and offered possession to the complainants.

g. That the complainants have accepted possession unconditionally, without protest, by executing the possession letters. Under the possession letter, the complainants have confirmed that the respondent has complied with all obligations under the agreement for sale and that no claim or grievance survives against the respondent.

h. That once possession is taken unconditionally, the complainants are deemed to have waived all claims, including any claim for interest or compensation, and the complaints are liable to be dismissed on this ground alone.

i. That the complainant has defaulted in making timely payments, in breach of Section 19(6) of the Act. The complainant has admittedly paid interest, thereby acknowledging the delay in payment. A party in breach cannot seek equitable relief under the Act.

j. That contractual clauses governing possession and extension have not been challenged by the complainants and are binding on the parties. The agreement for sale must be read as a whole, and selective reliance on isolated clauses is impermissible.

k. That there is no violation of any provision of the Act by the promoter. The project has been completed, possession has been offered and accepted, and the respondent has acted strictly in accordance with law and contractual obligations.

l. In view of the above facts and circumstances, the respondent promoter submits that the complaints are liable to be rejected, with costs, and no reliefs whatsoever deserve to be granted to the complainants.

9. Before moving ahead, the following observations are noteworthy:

a. The complainants at Sr. Nos. 1 to 6 are primarily seeking reliefs of interest for delay in possession.

b. The part OC dated 17.10.2024 issued by MHADA is on record and the possession is taken by all the complainants.

c. From the record, it is evident that an Agreement dated 31.12.2020 was executed between Mr. Chaitanya Ayachit and Mrs. Priyanka Chaitanya Ayachit (the original purchasers) and the promoter, S. D. Corporation Private Limited. Further, the original purchasers, by an Agreement dated 20.06.2023, transferred the subject flat no. 2004 in favour of the complainants, namely Mr. Kartik Suryakant Raithatha and Mrs. Meha Kartik Raithatha, who are subsequent purchasers/allottees. The promoter, S. D. Corporation Private Limited, is a confirming party to the agreement dated 20.06.2023. Accordingly, the

complainants have stepped into the shoes of the original purchasers and have acquired all rights, title and interest in respect of the subject flat under the Agreement dated 20.06.2023.

10. From the facts, submissions, and observations, the issues that need to be considered is that *whether the complainants at Sr. Nos. 1 to 6 are entitled to any relief under the provisions of the Act?*

11. To examine the issue framed at paragraph 10, pertaining to the reliefs claimed under Section 18 of the Act—namely, interest for delayed possession by the complainants at Sr. Nos. 1 to 6—the Authority shall consider the provisions of Section 18 of the Act. Section 18(1) clearly provides that if the promoter fails to complete the project or is unable to hand over possession of the apartment as per the allotment letter/ agreement for sale, or by the date specified therein, and the allottee chooses to withdraw from the project, the promoter is liable, to refund the entire amount received in respect of the unit along with interest at the prescribed rate. Alternatively, if the allottee does not wish to withdraw from the project, the promoter is liable to pay interest for every month of delay until possession is handed over, at the prescribed rate.

12. Thus, as per section 18 the essentials to seek relief 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 project.

13. The Authority consistently holds that the remedy under Section 18 becomes available to the allottee only after the promised date of possession or completion has expired. This establishes a clear and objective trigger for promoter liability. Section 18 is an "*absolute provision*", meaning it does not provide for any waiver, disclaimer,

or exception. This interpretation signifies a strict liability regime for promoters regarding project timelines, placing the onus squarely on them to deliver as promised. This strong stance is designed to protect allottees from the financial and emotional distress caused by delayed projects, irrespective of the reasons cited by the promoter.

14. In the present case, part occupation certificate dated 17.10.2024 is on record and possession has been handed over to all the complainants. As per the respective agreement for sale of the complainants, the promoter was obligated to hand over possession in the year 2022 and 2023. This factual position clearly indicates a default on the part of the promoter and constitutes a breach of the contractual obligations under the respective agreement for sale and as per section 18 of the Act.

15. Therefore, after considering the observations, the provisions of the Act, the facts of the case, the submissions of the parties, and the material placed on record, the Authority hereby concludes that the promoter has failed to hand over possession along with the occupation certificate by the promised date of possession as per their respective agreement for sale. Thus, the issue framed at **paragraph no. 10** is answered in the **affirmative in respect of all the complaints at Sr. Nos. 1 to 6**. Accordingly, the complainants at Sr. Nos. 1 to 6 are entitled to interest for delay in possession. For determining the period of delay and for calculation of interest, the Authority shall consider the date of possession as promised in the agreement for sale till the handover of possession, as more specifically recorded in paragraph no. 16 hereinbelow.

16. The following table outlines the computation of interest on the amount paid in respect of the relief granted under the Act for complaints at Sr. Nos. 1 to 6.

SR. NO.	COMPLAINT NO.	WING-C FLAT NO.	DATE OF AFS	SPECIFIC DATE OF POSSESION	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
1.	CC006000000479902	701	29.03.2019	31.12.2022	01.01.2023	31.01.2025
2.	CC006000000479994	2004	20.06.2023	30.12.2023	31.12.2023	10.12.2024
3.	CC006000000479989	1901	30.04.2019	31.12.2022	01.01.2023	16.12.2024
4.	CC006000000479967	904	21.11.2019	31.12.2022	01.01.2023	13.11.2024
5.	CC006000000500408	1303	11.10.2019	31.12.2022	01.01.2023	13.02.2025
6.	CC12400758	2102	21.01.2022	30.06.2023	01.07.2023	22.01.2025

17. With respect to the payment of interest, it is observed that the promoter is entitled to claim the benefit of the "*moratorium period*" granted under MahaRERA Notifications/Orders Nos. 13, 14, and 21, dated 02.04.2020, 18.05.2020 and 06.08.2021 respectively, in respect of complaints at Sr. Nos. 1, 3, 4 and 5 as the Agreement for Sale were executed prior to the outbreak of the pandemic and the promised possession dates fall within the period covered by the aforesaid MahaRERA Notifications/Orders, the promoter shall be entitled to claim the benefit of the moratorium period while computing the delay and the corresponding interest liability. However, for complaints at Sr. Nos. 2 and 6 the promoter is not entitled to claim the benefit of moratorium as the agreement for sale were executed after the outbreak of the pandemic in the year 2022 and 2023 and the promoter was aware of the situation still promised the possession dated in the year 2023.

FINAL ORDER

18. 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 **complaints at Sr. Nos. 1 to 6 are allowed** and complainants are entitled to claim interest for delayed possession from the date as mentioned in the table at paragraph no. 16 hereinabove.

B. Further, the interest for delay shall be applicable from the date mentioned in column namely 'INTEREST TO BE PAID FROM' in the table at paragraph no. 16 hereinabove 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 mentioned in column namely 'INTEREST TO BE PAID TILL' to be paid within a period of sixty (60) days from the date of this order.

C. The respondent promoter is 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 Authority in complaints at

Sr. Nos. 1, 3, 4 and 5 and is not entitled to claim for complaints at Sr. Nos. 2 and 6 for the reasons as stated above at para no. 17.

D. It is clarified that the expression "amount paid" shall be confined to the consideration amount paid by the complainants towards the unit, and shall not include stamp duty, registration fees, taxes, or any other statutory charges remitted to the Government.

E. No order as to costs.

MANOJ SAUNIK Digitally signed by MANOJ SAUNIK Date: 2026.02.14 10:45:04 +05'30'

Manoj Saunik
Chairperson, MahaRERA