BEFORE THE MAHARASHTRA

REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Virtual Hearing held through video conference as per
MahaRERA Circular No.: 27/2020

COMPLAINT NO. : CC12501242

SUNIL RAMJYAWAN SINGH ….COMPLAINANT/S

VS

S D CORPORATION PRIVATE LIMITED …RESPONDENT/S

MahaRERA Project Registration No. P51800019659

Order
August 14th, 2025.
(Date of hearing 24.06.2025. The matter was reserved for order.)

Coram:- Manoj Saunik, Chairperson, MahaRERA
Complainant was present in person.
Advocate Abir Patel appeared for respondent.

1. The complainant is a home buyer and allotee 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 respondent is the promoter within the meaning of section 2(zk) of the Act who has registered project namely 'SIENNAA WING C' under section 5 of the said Act bearing MahaRERA Project Registration No. **P51800019659.**

2. On MahaRERA project registration webpage the proposed date of completion is mentioned as 30.12.2023 and extended date of completion is mentioned as 31.03.2024. The project has received part occupancy certificate on 17.10.2024.

3. The complainant has not put on record of the Authority the relief sought by him in any form in this case.

4. The complaint was heard on 24.06.2025 wherein following roznama was recorded.

'*Heard both the parties. Matter reserved for orders*.'

5. Brief submissions of the complainant are as follows:

   A. That there was delay in handing over possession of Flat no. 1001 Tower C in Siennaa Project as per agreement registered on 06.07.2019 with S D Corporation Private Limited, mentioning that possession of flat shall be given on 31.12.2022.

   B. However, the possession was handed on 10.12.2024 despite making 91% of payment before 31.12.2022 and further 3% payment was made on 21.01. 2023 as per demand letter.

   C. The balance payment of 6% and advance 2-year maintenance charges including development / infrastructure charges was made on 04.11.2024 but complainant was still forced to wait for possession of the flat for one more month and was also forced by the team of developer to write a mail for not charging any interest for delay made in possession.

   D. The possession of the flat was handed over on 10.12.2024 without basic necessities like BMC water, Gas line connection and electricity which complainant is waiting for till date.

6. Brief submissions of the respondent are as follows:

   A. As per clause 9 of the agreement for sale dated 06.07.2019 the respondent agreed to give possession of the said Flat on or before 30.12.2022. Further, the said date was agreed to be extendable on account of factors mentioned in the sub-clauses a) to e) of clause 9 of the said Agreement.

   B. On 23.03.2020, a nationwide lockdown was imposed on account of Covid 19 pandemic, due to which the entire site of the subject project was shut and as a result there was significant shortage of labour, building material etc.

   C. Despite the lockdown and adverse impact of pandemic the respondent managed to successfully complete the building by March 2024 and on 10.04

2024, the respondent made an application for procurement of the occupation certificate and on 17.10.2024 the respondent obtained occupancy certificate. The complainant made final payment of 04.11.2024 and the possession was offered on 09.12.2024 after signing the possession letter dated 09.12.2024.

D. That there is no violation of the Act from respondent's side and the extension in the project was duly sought. The complainant did not raise protest even after the agreed possession date of 30.12.2022.

E. The complainant has also waived his claim under this complaint by virtue of the above possession letter and cannot now approbate and reprobate from his election.

F. The complainant himself is in breach of agreement and not entitled for reliefs under the Act.

7. Brief facts of the case are as follows:

Complaint no and filing date	Flat no	Date of AFS	Date of possession As per AFS	Consideration agreed	Consideration paid	Reliefs sought
CC12501242 14.04.2025	1001	06.07.2019	31.12.2022	1,62,03,302/-	1,62,03,302/- (Interpreted as per point no 3.2.2 of the respondent's reply)	Not mentioned in the complaint or 'relief sought' section of the portal.

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

9. Before determining the issue at para-no.8, the following observations are noteworthy.

A. The first and foremost observation made by this Authority is that the complaint is not filed in proper format. Only few sentences of complaint have been put on record and the section where '*relief sought*' is to be put by the complainant is kept blank.

B. In absence of written record of the relief sought, it is not possible for the Authority to understand, as to under which sections reliefs are sought by the complainant.

C. However, the respondent has put on record his reply and vide the reply he avers that there is no delay in handing over the possession of the subject flat and the same is handed over to the complainant and the complainant is not entitled for any reliefs. As the relief sought by the complainant are not on record, it is from the respondent's reply the Authority is attempting to interpret the reliefs sought by him.

D. It is further observed that the part-occupancy certificate for the project has been received on 17.04.2024 and possession has been offered by the respondent vide possession letter dated 09.12.2024. However, the complaint has been filed on 14.04.2025 i.e., almost after more than 1 year after receipt of the part-occupancy certificate.

E. The complainant ought to have filed the complaint immediately after the expiry of date of possession as per the agreement for sale dated 06.07.2019. Hence, the complaint is clearly an afterthought.

F. Thus, in view of above the issue framed at *para 8* is **answered in the negative to the extent of reliefs under section 18.**

FINAL ORDER

10. Therefore, after considering the provisions of the Act, submissions of parties, material placed on record, and the observations made, the authority passes following order:

A. The **complaint is dismissed** for the reasons more specifically mentioned herein above to the extent of section 18.

B. However, if the complainant desires to pray for direction for providing amenities as per the said agreement or directing the promoter (respondent herein) to perform other duties and responsibilities envisaged under the Act

(not falling under section 18 of the Act) then the complainant is at liberty to file fresh complainant with proper reliefs and documentary evidence.

C. No orders as to costs.

MANOJ SAUNIK
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Date: 2025.08.14 17:11:46 +05'30'

Manoj Saunik
Chairperson, MahaRERA