

**Complaint No. CC12501763 and 20 Other Complaints**

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,  
MUMBAI**

**1. Complaint No. CC12501763**

Uday Uday Walagade ... Complainant

Uday Manohar Walagade (*as per complaint copy*)

*Versus*

S D Corporation Private Limited ... Respondent

**2. Complaint No. CC12501764**

Yogesh Lad ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**3. Complaint No. CC12501765**

Narayan Patel ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**4. Complaint No. CC12501766**

Umesh Sompura ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**5. Complaint No. CC12501771**

Bijal Vyas ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**6. Complaint No. CC12501772**

Bhavin Rathod ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**7. Complaint No. CC12501773**

Shailesh Nadkarni ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

*Dattal*

**Complaint No. CC12501763 and 20 Other Complaints**

**8. Complaint No. CC12501774**

Chaitanya Kulkarni ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**9. Complaint No. CC12501775**

Sanjay Gawde ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**10. Complaint No. CC12501776**

Nirjara Kulkarni ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**11. Complaint No. CC12501780**

Kalpesh Desai ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**12. Complaint No. CC12501782**

Herin Visaria ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**13. Complaint No. CC12501841**

Prashant Bhalekar ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**14. Complaint No. CC12501871**

Vinayak Sawant ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**15. Complaint No. CC12501873**

Vishal Agrawal ... Complainant

*Versus*

*Dattakar*

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S D Corporation Private Limited ... Respondent

**16. Complaint No. CC12502090**

Mayank Varshney ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**17. Complaint No. CC12502093**

Jayesh Narendra Parekh ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**18. Complaint No. CC12502115**

Dhiraj Gawde ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**19. Complaint No. CC12502157**

Vinay Agrawal ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**20. Complaint No. CC12503007**

Tabish Kazi ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**21. Complaint No. CC12503529**

Gopal Namdev Yeram ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**MahaRERA Project Registration No. P51800019677**

**Coram: Shri. Mahesh Pathak, Hon'ble Member - I/MahaRERA.**

Ld. Adv. Akshay Deshmukh appeared for the complainants – through VC.

Ld. Adv. Abir Patel appeared for the respondent - through VC.



**ORDER**

(Order Pronounced on Monday, 23<sup>rd</sup> February 2026 )

(Matters Reserved for Orders on 17-12-2025)

(Hearing Through Hybrid Mode)

1. The complainants abovenamed have filed these 21 separate online complaints before the MahaRERA ( on various dates as detailed in the below table at para no.-5), mainly seeking directions from MahaRERA, to the respondent – promoter, to handover the possession and also to pay interest and compensation for the delayed possession / refund Pre-EMI interest etc for delay, as prescribed under the provisions of Section 18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of booking of their respective flats (as mentioned in the table below at para- no. 5- hereinafter referred to as the said flats), in the respondent - promoter's registered project known as **"Siennaa Wing E"** bearing MahaRERA registration No. **P51800019677** located at Borivali, Mumbai. (For the sake of brevity hereinafter referred to as the said project).
2. These complaints were clubbed together and the same were heard by the MahaRERA on 19-11-2025 and finally on 17-12-2025 as per the Circular No. 49 dated 12- 09--2025 issued by MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior intimation of this hearing. On the said dates of hearings, the parties have appeared as per their appearances recorded in the Roznamas and made their respective submissions. The MahaRERA heard the submissions of the parties as per their appearances and also perused the available record.
3. After hearing the argument of both the parties, the following Roznamas were recorded in these complaints
  - i) On 19-11-2025  
*Both the parties are present. The respondent has filed its replies to these complaints although late. Therefore, the complainants may file rejoinders to the said replies of the respondent within a period 2 weeks i.e. by 03-12-2025 along with written submissions.*

*The respondent may also file its written submissions within a further period of 1 week i.e. by 10-12-2025. The respondent's replies in all the complaints contain 3 arguments for extension of the date of possession of the complaints flats -*

*i) because of the Covid pandemic, the delay has occurred and that the force majeure would apply for the same (as applicable),*

*ii) the date of extension of the project registration is in public domain and the complainants have not challenged the same and are well aware of the extensions of the project registration granted by the MahaRERA,*

*iii) they have continued in the project beyond the date of possession mentioned in their agreements, and therefore, as per Section 55 of the Contract Act, they have accepted the extended date by implication. The respondent has also mentioned that some of the complainants have prayed for refund of the pre-EMI amounts as well as rent, which is not tenable as per the case law and as per the RERA. However, the complainants have refuted this contention of the respondent, on the ground that the date of possession mentioned in their respective agreements for sale would prevail over any extension granted by the MahaRERA for the date of completion of the project. Moreover, the RERA would apply in these complaints and not the Contract Act, so the mere fact that they are continuing in the project does not mean that Section 18 of the RERA would not apply, since the complaints are for possession along with interest and compensation for delay as per Section 18 of the RERA. Be that as it may, these matters are adjourned to 17-12-2025 for final arguments by both sides.*

*ii) On 17-12-2025*

*Both the parties are present. The arguments of both the parties have already been recorded in the previous hearing. As per directions, the parties have already filed their reply, rejoinder and written submissions. The complainants have refuted the contentions of the respondent on the issue of Covid, contending that all the agreements have been signed after the Covid pandemic was over (as applicable) and therefore, reasonable time should have been given by the promoter in the agreement for sale for completion. Although the project has been extended till December 2027, the complaints were filed after the earlier extension till December 2024 had lapsed. Therefore, the complainants contend that the respondent has already taken advantage of the Covid*

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*extension earlier. The complaints have also pointed out the earlier one year extension sought. The complainants have also pointed out that as per the case law quoted by the respondent, the complaints under Section 18 read with section 31 are tenable. The respondent has contended that without prejudice to the arguments, even if the RERA decides that interest is payable, it should be deferred till the date of OC is received, in the interest of completion of the project since the last installments are still to be payable by the complainant - allottees (5% ) as per the agreement for sale and stage of construction. Accordingly, these matters are reserved for order based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed in the complaints.*

4. Pursuant to the said directions, both the parties have uploaded their respective submission on respective dates as mentioned in the table below as –

| Sr. No.<br>Complaint No.<br>Date of filing (DOF)<br>Flat details | Respondent Submissions                                | Complainants Submission                                                                                |
|------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| 1.<br>CC12501763<br>29/05/2025 (DOF)<br>Flat – 301/ E            | 17-12-2025 (Reply)<br>11-12-2025 (Written submission) | 12-12-2025 (Rejoinder)<br>12-12-2025 (Written note of arguments)                                       |
| 2.<br>CC12501764<br>29/05/2025 (DOF)<br>Flat – 805/ E            | 16-11-2025 (Reply)<br>11-12-2025 (Written submission) | 10-12-2025 (Rejoinder)<br>10-12-2025 (Written note of arguments)                                       |
| 3.<br>CC12501765<br>29/05/2025 (DOF)<br>Flat – 1404/E            | 16-11-2025 (Reply)<br>11-12-2025 (Written submission) | 10-12-2025 (Rejoinder)<br>10-12-2025 (Written note of arguments)                                       |
| 4.<br>CC12501766<br>29/05/2025 (DOF)<br>Flat – 1803/F            | 18-12-2025 (Reply)<br>11-12-2025 (Written submission) | 26-09-2025 (Amendment Application)<br>10-12-2025 (Rejoinder)<br>10-12-2025 (Written note of arguments) |
| 5.<br>CC12501771<br>30/05/2025 (DOF)<br>Flat – 405/E             | 16-11-2025 (Reply)<br>11-12-2025 (Written submission) | 15-12-2025 (Rejoinder)<br>15-12-2025 (Written note of arguments)                                       |
| 6.<br>CC12501772<br>30/05/2025 (DOF)<br>Flat – 902/E             | 17-11-2025 (Reply)<br>11-12-2025 (Written submission) | 15-12-2025 (Rejoinder)<br>15-12-2025 (Written note of arguments)                                       |
| 7.<br>CC12501773<br>30/05/2025 (DOF)<br>Flat – 901/E             | 16-11-2025 (Reply)<br>11-12-2025 (Written submission) | 10-12-2025 (Rejoinder)<br>10-12-2025 (Written note of arguments)                                       |
| 8.<br>CC12501774<br>30/05/2025 (DOF)<br>Flat – 1905/E            | 17-11-2025 (Reply)<br>11-12-2025 (Written submission) | 10-12-2025 (Rejoinder)<br>10-12-2025 (Written note of arguments)                                       |

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|--------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 9.<br>CC12501775<br>30/05/2025 (DOF)<br>Flat – 1604/E  | 17-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 15-12-2025 (Rejoinder)<br><br>15-12-2025 (Written note of arguments)                                           |
| 10.<br>CC12501776<br>30/05/2025 (DOF)<br>Flat – 1705/E | 17-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 10-12-2025 (Rejoinder)<br><br>10-12-2025 (Written note of arguments)                                           |
| 11.<br>CC12501780<br>30/05/2025 (DOF)<br>Flat – 1005/F | 17-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 26-09-2025 (Amendment Application)<br><br>11-12-2025 (Rejoinder)<br><br>11-12-2025 (Written note of arguments) |
| 12.<br>CC12501782<br>30/05/2025 (DOF)<br>Flat – 1901/E | 17-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 10-12-2025 (Rejoinder)<br><br>10-12-2025 (Written note of arguments)                                           |
| 13.<br>CC12501841<br>05/06/2025 (DOF)<br>Flat – 702/E  | 16-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 11-12-2025 (Rejoinder)<br><br>11-12-2025 (Written note of arguments)                                           |
| 14.<br>CC12501871<br>09/06/2025 (DOF)<br>Flat – 1001/E | 16-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 15-12-2025 (Rejoinder)<br><br>15-12-2025 (Written note of arguments)                                           |
| 15.<br>CC12501873<br>09/06/2025 (DOF)<br>Flat – 1105/F | 16-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 26-09-2025 (Amendment Application)<br><br>10-12-2025 (Rejoinder)<br><br>10-12-2025 (Written note of arguments) |
| 16.<br>CC12502090<br>26/06/2025 (DOF)<br>Flat – 1402/E | 16-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 11-12-2025 (Rejoinder)<br><br>11-12-2025 (Written note of arguments)                                           |
| 17.<br>CC12502093<br>26/06/2025 (DOF)<br>Flat – 1603/E | 16-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | NO                                                                                                             |
| 18.<br>CC12502115<br>27/06/2025 (DOF)<br>Flat – 1805/E | 16-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 11-12-2025 (Rejoinder)<br><br>11-12-2025 (Written note of arguments)                                           |
| 19.<br>CC12502157<br>30/06/2025 (DOF)<br>Flat – 802/E  | 17-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 10-12-2025 (Rejoinder)<br><br>10-12-2025 (Written note of arguments)                                           |
| 20.<br>CC12503007<br>26/08/2025 (DOF)<br>Flat – 1904/E | 17-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 10-12-2025 (Rejoinder)<br><br>10-12-2025 (Written note of arguments)                                           |
| 21.<br>CC12503529<br>03/10/2025 (DOF)<br>Flat – 1301/E | 17-11-2025 (Reply)<br><br>11-12-2025 (Written submission) | 12-12-2025 (Rejoinder)<br><br>12-12-2025 (Written note of arguments)                                           |

5. The complainants have filed the present complaints seeking direction from MahaRERA to the respondent to handover the possession / refund of the Pre-EMIs etc. The details of the flats booked by the allottees, dates of agreements for sale, dates of possession, total consideration and consideration paid are as per the table given below (*as per complaint copy*) –

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| Sr. No.<br>Complaint No.<br>Date of filing (DOF)<br>Flat details<br>(A) | Date of Agreement for Sale (AFS)<br>Date of Possession (DOP)<br>(B) | Total Consideration<br>Consideration Paid<br>(C) | Reliefs<br>(as per complaint)<br>(D)                                                                                                                                                                                                                |
|-------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.<br>CC12501763<br>29/05/2025 (DOF)<br>Flat - 301/ E                   | 03/11/2022 (AFS)<br>30/06/2024 (DOP)                                | Rs.1,25,82,494/-<br>Rs.1,19,53,370/-             | Handover possession as per plans, agreement for sale, interest and compensation for delay, costs. Direct the respondent to upload true proper and material facts and details of the sale project with Maha Rera website.                            |
| 2.<br>CC12501764<br>29/05/2025 (DOF)<br>Flat - 805/ E                   | 24/03/2022 (AFS)<br>30/12/2024 (DOP)                                | Rs. 1,35,17,955/-<br>Rs.1,40,96,721/-            | Same as sr.no.1                                                                                                                                                                                                                                     |
| 3.<br>CC12501765<br>29/05/2025 (DOF)<br>Flat - 1404/E                   | 22/10/2019 (AFS)<br>30/12/2024 (DOP)                                | Rs.1,30,26,324/-<br>Rs. 1,32,27,442/-            | Same as sr.no.1                                                                                                                                                                                                                                     |
| 4.<br>CC12501766<br>29/05/2025 (DOF)<br>Flat - 1803/F                   | 04/04/2024 (AFS)<br>30/12/2024 (DOP)                                | Rs.1,05,63,984/-<br>Rs.1,09,29,979/-             | Same as sr.no.1                                                                                                                                                                                                                                     |
| 5.<br>CC12501771<br>30/05/2025 (DOF)<br>Flat - 405/E                    | 18/10/2022 (AFS)<br>30/12/2024 (DOP)                                | Rs.1,26,74,929/-<br>Rs. 1,14,07,436/-            | Same as sr.no.1                                                                                                                                                                                                                                     |
| 6.<br>CC12501772<br>30/05/2025 (DOF)<br>Flat - 902/E                    | 03/03/2022 (AFS)<br>30/06/2024 (DOP)                                | Rs.1,35,32,306/-<br>Rs.1,28,55,690/-             | Same as sr.no.1                                                                                                                                                                                                                                     |
| 7.<br>CC12501773<br>30/05/2025 (DOF)<br>Flat - 901/E                    | 13/11/2020 (AFS)<br>30/06/2024 (DOP)                                | Rs.1,36,64,427/-<br>Rs.1,28,68,042/-             | Handover possession as per plans, agreement for sale, pay the <b>Pre - EMI</b> , interest and compensation for delay, costs. Direct the respondent to upload true proper and material facts and details of the sale project with Maha Rera website. |
| 8.<br>CC12501774<br>30/05/2025 (DOF)<br>Flat - 1905/E                   | 22/10/2020 (AFS)<br>30/06/2024 (DOP)                                | Rs.1,31,41,944/-<br>Rs.1,23,75,768/-             | Same as sr.no. 7                                                                                                                                                                                                                                    |
| 9.<br>CC12501775<br>30/05/2025 (DOF)<br>Flat - 1604/E                   | 13/07/2022 (AFS)<br>30/12/2024 (DOP)                                | Rs.1,49,27,681/-<br>Rs.1,41,81,296/-             | Same as sr.no.1                                                                                                                                                                                                                                     |
| 10.<br>CC12501776<br>30/05/2025 (DOF)<br>Flat - 1705/E                  | 22/11/2020 (AFS)<br>30/06/2024 (DOF)                                | Rs.1,32,14,955/-<br>Rs.1,25,54,207/-             | Same as sr.no.1                                                                                                                                                                                                                                     |
| 11.<br>CC12501780<br>30/05/2025 (DOF)                                   | 16/12/2021 (AFS)<br>30/06/2024 (DOP)                                | Rs.1,27,63,296/-<br>Rs.1,27,63,296/-             | Same as sr.no.1                                                                                                                                                                                                                                     |

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|                                                        |                                      |                                        |                 |
|--------------------------------------------------------|--------------------------------------|----------------------------------------|-----------------|
| Flat - 1005/F                                          |                                      |                                        |                 |
| 12.<br>CC12501782<br>30/05/2025 (DOF)<br>Flat - 1901/E | 20/12/2019 (AFS)<br>30/12/2023 (DOP) | Rs.1,34,27,074/-<br>Rs.1,34,27,074/-   | Same as sr.no.1 |
| 13.<br>CC12501841<br>05/06/2025 (DOF)<br>Flat - 702/E  | 25/01/2022 (AFS)<br>30/06/2024 (DOP) | Rs. 1,36,62,525/-<br>Rs. 1,28,42,859/- | Same as sr.no.1 |
| 14.<br>CC12501871<br>09/06/2025 (DOF)<br>Flat - 1001/E | 18/10/2019 (AFS)<br>31/12/2023 (DOP) | Rs.1,39,74,625/-<br>Rs.1,32,75,893/-   | Same as sr.no.1 |
| 15.<br>CC12501873<br>09/06/2025 (DOF)<br>Flat - 1105/F | 18/02/2022 (AFS)<br>30/06/2024 (DOP) | Rs.1,58,00,888/-<br>Rs.1,43,26,621/-   | Same as sr.no.1 |
| 16.<br>CC12502090<br>26/06/2025 (DOF)<br>Flat - 1402/E | 20/10/2022 (AFS)<br>30/12/2024 (DOP) | Rs.1,35,55,495/-<br>Rs.1,27,42,165/-   | Same as sr.no.1 |
| 17.<br>CC12502093<br>26/06/2025 (DOF)<br>Flat - 1603/E | 20/04/2019 (AFS)<br>31/12/2023 (DOP) | Rs.1,03,03,706/-<br>Rs.1,02,78,008/-   | Same as sr.no.1 |
| 18.<br>CC12502115<br>27/06/2025 (DOF)<br>Flat - 1805/E | 28/06/2019 (AFS)<br>31/12/2023 (DOP) | Rs.1,50,54,408/-<br>Rs.1,43,01,782/-   | Same as sr.no.1 |
| 19.<br>CC12502157<br>30/06/2025 (DOF)<br>Flat - 802/E  | 05/03/2021 (AFS)<br>30-06-2024 (DOP) | Rs.1,43,66,029/-<br>Rs.1,39,97,657/-   | Same as sr.no.1 |
| 20.<br>CC12503007<br>26/08/2025 (DOF)<br>Flat - 1904/E | 09/10/2020 (AFS)<br>30/06/2024 (DOP) | Rs.1,30,24,289/-<br>Rs.1,17,21,861/-   | Same as sr.no.7 |
| 21.<br>CC12503529<br>03/10/2025 (DOF)<br>Flat - 1301/E | 08/02/2022 (AFS)<br>30/06/2024 (DOP) | Rs.1,37,47,866/-<br>Rs.1,29,23,081/-   | Same as sr.no.1 |

6. It is the case of the complainants that they purchased their respective flats in the respondent's project vide registered Agreements for Sale and paid substantial consideration as mentioned in paragraph no. 5 hereinabove. The respondent agreed to hand over possession as per the respective agreements but failed to do so. The complainants submitted that the initial possession date of 31-12-2023 was deferred to 30-06-2024 and thereafter to 30-12-2024 due to COVID-19 extensions granted by the Government and MahaRERA; however, no substantial progress has taken place. It was further submitted that during a meeting held on 03-03-2025 the respondent gave assurance that construction would restart by late April, which did not materialise.

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The complainants submitted that they are facing financial and mental hardship as they are required to pay both rent and EMIs. Hence, the complaints were filed seeking relief for failure to deliver possession within the stipulated timeline.

7. Additionally, the complainants at Sr. Nos. 7, 8, 17 and 20 submitted that the respondent informed them via email that the subvention scheme was discontinued and they were required to immediately arrange finances, causing financial stress.
8. Further, the complainants at Sr. Nos. 4, 11 and 15 uploaded amendment applications on record of MahaRERA on 26-09-2025 and submitted that the complaints were inadvertently filed under incorrect project registration number P51800019677 instead of the correct registration number P51800019693. They prayed that the project registration number be rectified accordingly. The respondent, on respective dates as mentioned in the table at paragraph no. 4 hereinabove, uploaded its reply on record of MahaRERA and denied the complainants' contentions. It submitted that the complaints are not maintainable as they were filed in Form A seeking compensation under Section 18(3), which, relying on the judgment in *M/s. Newtech Promoters*, falls within the jurisdiction of the Adjudicating Officer in Form B. The respondent further submitted that there is no breach of the Agreements for Sale as possession timelines were subject to force majeure, mitigating events and COVID-19 lockdown, and therefore no delay has occurred. It was submitted that revised completion dates were available on the MahaRERA portal and, by continuing payments without protest, the complainants acquiesced to revised timelines, extinguishing claims under Section 55 of the Indian Contract Act. The respondent submitted that the project is nearing completion, that monetary relief would affect completion for all allottees, and that certain complainants are in payment default and have approached with unclean hands. It was also submitted that the complaints are procedurally defective due to format and notarisation issues and are liable to be dismissed.
9. The complainants have uploaded their rejoinders on record of MahaRERA refuting the respondent's contentions and submitted that failure to deliver possession within

agreed timelines constitutes a material breach of the Agreements for Sale. They submitted that procedural objections regarding format or notarisation cannot defeat substantive statutory rights before a quasi-judicial authority. The complainants submitted that reliance on force majeure and COVID-19 is misplaced as the respondent has exhausted available extensions and cannot dilute the right to interest under Section 18. It was further submitted that unilateral revision of completion date to 31-12-2027 on the MahaRERA portal is not binding and does not override registered agreements. The complainants submitted that the respondent itself admitted delay due to internal issues such as contractor exits and labour shortage, which do not constitute force majeure. They denied payment default and submitted that they are entitled to interest, compensation and costs. They further submitted that the project shows no substantial progress despite extension till 31-12-2027 and that objections regarding jurisdiction are untenable in light of judgments including *Newtech Promoters* and *Imperia Structures*. Accordingly, they prayed that the complaints be allowed.

10. The respondent has uploaded written submissions on record of MahaRERA on respective dates as per para no.4 reiterating its reply and submitted that the complaints were not notarised and therefore un-affirmed facts cannot be accepted. It further submitted that the complainants are investors seeking inconsistent reliefs of interest and completion. The respondent submitted that possession dates were contractually extendable upon mitigating events and that the project faced obstacles beyond its control enabling extension up to 48 months, hence no delay under Section 18 arises. It was also submitted (for Sr. Nos. 7, 8 and 20) that refund of pre-EMI/loan EMI is not within RERA jurisdiction. The respondent submitted that extension certificates were public and unchallenged, and therefore the complaints are liable to be dismissed.
11. The complainants have uploaded written notes of arguments on record of MahaRERA on respective dates as per para- no. 4 and submitted that failure to deliver possession constitutes violation of statutory mandates under RERA. They

submitted that having paid almost entire consideration (in some cases over 95%), the right to interest and compensation under Section 18 is unconditional and supported by Supreme Court precedents including *M/s. Newtech Promoters*. They submitted that reliance on COVID-19 and internal issues is unjustified and does not amount to force majeure, particularly when completion date was unilaterally extended till 2027. The complainants further submitted that the respondent's conduct, including issuance of alleged retaliatory notices and delay in filing replies, caused financial hardship and mental agony, and that they continue to bear EMIs and rent. It was submitted that project delay is due to the respondent's own defaults and relief under Section 18 ought to be granted. Additionally, the complainants uploaded on record of MahaRERA a judgment dated 12-02-2026 passed by the Hon'ble Chairperson, MahaRERA in Project Registration No. P51800019693 and relied upon the same to demonstrate that the interests of allottees in the said project have been protected.

12. The MahaRERA has examined the submissions made by both the parties and also perused the available record. The complainants herein, by filing these complaints under section 31 of the RERA have approached the MahaRERA mainly seeking possession of their flats along with interest and compensation under the provisions of section 18 of the RERA on account of delay in handing over possession of the said flats to them on the agreed date of possession mentioned in their respective agreements for sale (executed on various dates as mentioned in the aforesaid table at para no.5). The complainants in this case have agitated their claim under section 18 of the RERA by virtue of the registered agreements for sale (details mentioned in the aforesaid table at para no.5). The complainants have contended that as per the said agreements for sale, the respondent has agreed to handover possession of the said flats to them on various dates (as detailed in the aforesaid table at para no. 5 above. However, it has failed to do so. To substantiate their aforesaid claims under section 18 of the RERA, the complainants have submitted the copies of their respective agreements for sale on record of MahaRERA. The complainants (as applicable), have also sought reliefs towards the reimbursement of the Pre-EMI paid by them as per the Tri-partite agreements signed by them with respondent and the concerned

financial institution under the subventions scheme.

13. The respondent promoter has assailed the aforesaid claims of the complainants by filing its detailed reply on record of MahaRERA. It has mainly contended that extensions of project registration are in the public domain, were granted by **MahaRERA**, and were not challenged by the complainants, who continued in the project with knowledge of such extensions. Further, since the complainants continued in the project beyond the contractual possession date, they impliedly accepted the extended timeline under Section 55 of the Contract Act. As far as the claims for refund of pre-EMI and rent sought by the complainants (as applicable) are not tenable under RERA and applicable case law. However, without prejudice, the respondent has contended that if interest is held payable, it should be deferred until receipt of the Occupancy Certificate, considering project completion and pending final instalments (about 5%) payable by the allottees as per their respective agreement for sale and stage of the construction. Hence, the respondent denied any violation of RERA and prayed for dismissal of the complaints with costs.
14. As regards the amendment sought by the complainants at Sr. Nos. 4, 11 and 15 for correction of the project registration number from P51800019677 to P51800019693, MahaRERA is of the considered view that although the said amendment application was filed during the course of hearing on 26-09-2025, the complainants did not press the same during the final hearings in the present complaints. Moreover, the respondent has not filed any specific reply or objection to the said amendment application. In these circumstances, even if the amendment pertains only to correction of the project registration number, MahaRERA is empowered to allow such amendment in the absence of any written objection from the respondent and in compliance with the principles of natural justice. Accordingly, in the event of any correction in the project registration number, both parties shall read and treat the project registration number as **P51800019693** in place of **P51800019677**.
15. As far as the other issue raised by the respondent regarding the objection regarding

alleged non-compliance with Form 'A' and Rule 6 of the Maharashtra Real Estate Rules, 2017 by the complainants ( as applicable), is also devoid of merit. As these complaints have been filed through the prescribed online mechanism of MahaRERA along with necessary particulars and supporting documents. Further, the procedural requirements are intended to facilitate adjudication and cannot be invoked to defeat substantive rights, particularly when no prejudice has been shown to have been caused to the respondent. Moreso, the respondent has, in fact, filed its detailed replies to these complaints on merits in all matters, which itself shows that it has fully understood and contested the claims of the complainants. Hence, in the absence of any material defect affecting jurisdiction or causing failure of justice, the said technical objection regarding format or filing cannot made these complaints non-maintainable. Hence, the said preliminary objection raised by the respondent stands rejected.

16. However, as far as the claim of refund/reimbursement of the Pre-EMI/reimbursement of the Pre-EMIs sought by the complainants (as applicable) from the respondent under the subvention scheme, the MahaRERA is of the view that the MahaRERA has no jurisdiction to try and entertain the disputes arising out of the tri-partite agreement signed by the parties under the subvention scheme. However, it is for the appropriate civil court to deal with such issues. Further, there are a number of orders issued by the MahaRERA in various complaints filed by the allottees of different projects seeking relief under such tripartite agreements which have been rejected. Hence, in this case also the MahaRERA cannot take any divergent view and grant reliefs sought by the said complainants (as applicable). Moreso, the said issue has also been dealt with, by the Hon'ble Appellate Tribunal in its order dated 10-08-2022 passed in Appeal No. AT006000000010870 (Vinay Singh vs Kapstone Constructions Pvt. Ltd.). In the said Appeal, the allottee therein sought reliefs (under the tri-partite agreement signed under the subvention scheme) towards the directions to the promoter to pay the Pre-EMIs. In the said Appeal, the Hon'ble Tribunal has held that "*the said reliefs does not fall within the ambit of RERA, 2016. The Authority as well as the Adjudicating Officer have no competence to entertain,*

*hear and decide the complaint containing such relief. The Authority as well as Adjudicating Officer have inherent lack of jurisdiction to hear and decide the said complaint, as it is contractual dispute.”* Hence, the MahaRERA is not inclined to grant any reliefs to the said complainant with respect to the Pre-EMI as sought by him under the said Tri-partite agreement.

17. In the present case, the respondent has indirectly argued that the completion date of the project has been extended and, therefore, the present complaints are premature and relief under Section 18 of RERA cannot be granted. In this regard, MahaRERA is of the view that the completion date shown on the MahaRERA website is different from the possession date mentioned in the agreements for sale executed with the complainants. Further, the agreements for sale were executed after the commencement of the RERA. Therefore, the respondent-promoter was required to clearly mention a reasonable and definite time period for handing over possession of the flats to the complainant-allottees. Moreso, by obtaining extension for the project registration (with or without the consent of the allottees of this project), the respondent promoter cannot try to modify the date of possession mentioned in the said registered agreements for sale, which in fact are public documents and the same needs to be changed by way of a registered deed. Hence, the MahaRERA does not find any merits in the aforesaid issue raised by the respondent promoter.

18. Be that as it may, as far as the substantive relief sought by the complainants towards the possession along with interest and compensation sought by these complainants under section 18 of the RERA, before dealing with the facts of these complaints on merits, it is pertinent to examine the phrase “possession” as contemplated under section 18 of the RERA which reads as under:- *“18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, –*  
*(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*  
*(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable*

*on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

19. From a plain reading of section 18 of the RERA, it is clear that if the promoter fails to handover the possession of the flat to the allottees as per the terms and conditions of the agreement for sale on the date specified therein, the allottee has two choices either to withdraw from the said project or to stay with the project. In case the allottee chooses to withdraw from the project, the allottee is entitled to seek a refund along with interest including the compensation and if the allottee wishes to stay in the project he is entitled to seek interest for the delayed possession as prescribed under section 18 of the RERA read along with relevant rules made thereunder.
20. In the present case, admittedly alleging the delay in handing over possession of the said flats to them, these complainants have filed these complaints seeking relief under section 18 of the RERA. The complainants have contended that on the said agreed dates of possession ( as detailed in the aforesaid table at para no.5 above), the respondent has failed to hand over possession of the said flats by obtaining occupancy certificate for the said project.
21. As stated hereinabove, the respondent, although has filed its reply to these complaints, has neither denied the execution of the said agreements for sale signed with these complainants nor has it denied the date of possession mentioned therein or the payments made by these complainants. However, it has mainly contended that the project got delayed mainly due to the covid-19 pandemic. The said delay was due to mitigating circumstances and beyond its control. Also, the said reason was also covered under the clauses of the force majeure factors mentioned in the said

agreements for sale.

22. As far as the aforesaid reason for delay cited by the respondent for the covid-19 pandemic, admittedly, said agreements for sale have been executed before/during/after the said Covid-19 pandemic. Meaning thereby that, the complainants at sr. nos. 3,12,14,17 and 18 have signed the said agreements for sale before the said Covid-19 pandemic. Further, the said pandemic severely affected all sectors of society especially the real estate sector and taking into consideration the said pandemic, the MahaRERA has issued various orders/notifications and granted 6/6 months (total 12 months) extensions for 1<sup>st</sup> and 2<sup>nd</sup> wave of the said pandemic in completion of projects registered with the MahaRERA. Considering the said 12-month grace period granted by the MahaRERA, the date of possession in the complaints at sr. nos. 3,12,14,17 and 18 stands extended by a further period of 12 months from the respective dates of possession stipulated in the agreements for sale.
23. Further, the complainants at sr. nos.6,7,19 and 20 have signed the said agreements for sale during the covid-19 pandemic and ostensibly before the 2nd wave of the covid 19 pandemic. However, considering the 6-month grace period granted by the MahaRERA, on account of the said pandemic, the date of possession in complaint at sr. nos.6,7,19 and 20 stands extended by a further period of 6 months from the agreed date of possession stipulated in the said agreement for sale.
24. However, as far as the complaints at sr. nos. 1,2,4,5,8,9,10,11,13,15,16 and 21 are concerned, the said complainants have signed the agreements for sale after the Covid-19 pandemic got over. Hence, the respondent is not entitled to claim the benefit of the Covid-19 pandemic or invoke any moratorium arising therefrom in relation to the delay in handing over possession in the said complaints. Meaning thereby, that the period of moratorium attributable to the Covid-19 pandemic is not applicable while determining the violation of Section 18 of the RERA in respect of the said complaints at sr. nos. 1,2,4,5,8,9,10,11,13,15,16 and 21.

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25. The complainants (as applicable) have opposed the aforesaid grounds of delay raised by the respondent. However, they have fairly contended that few of the agreements for sale have been signed after the said pandemic got over. Hence, the respondent would not be entitled to seek any extension in the date of possession on account of the Covid-19 pandemic.
26. In view of the above, by virtue of the grace period granted by the MahaRERA due to the said covid-19 pandemic, the dates of possession in these complaints get extended for a further period as mentioned in the table below:-

| Sr. No.<br>(A) | Date of AFS/Date of Possession including grace period mentioned in AFS (as applicable)<br>(B) | Applicable grace period due to the covid-19 pandemic (1 <sup>st</sup> and 2 <sup>nd</sup> wave)<br>(C) | Extended date of possession due to the covid-19 pandemic<br>(D) |
|----------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 1              | 03/11/2022 (AFS)<br>30/06/2024 (DOP)                                                          | Not applicable                                                                                         | 30-06-2024                                                      |
| 2              | 24/03/2022 (AFS)<br>30/12/2024 (DOP)                                                          | Not applicable                                                                                         | 30-12-2024                                                      |
| 3              | 22/10/2019 (AFS)<br>30/12/2024 (DOP)                                                          | 12 months                                                                                              | 30-12-2025                                                      |
| 4              | 04/04/2024 (AFS)<br>30/12/2024 (DOP)                                                          | Not applicable                                                                                         | 3-12-2024                                                       |
| 5              | 18/10/2022 (AFS)<br>30/12/2024 (DOP)                                                          | Not applicable                                                                                         | 30-12-2024                                                      |
| 6              | 03/03/2022 (AFS)<br>30/06/2024 (DOP)                                                          | Not applicable                                                                                         | 30-06-2024                                                      |
| 7              | 13/11/2020 (AFS)<br>30/06/2024 (DOP)                                                          | 6 months                                                                                               | 31-12-2024                                                      |
| 8              | 22/10/2020 (AFS)<br>30/06/2024 (DOP)                                                          | 6 months                                                                                               | <b>31-12-2024</b>                                               |
| 9              | 13/07/2022 (AFS)<br>30/12/2024 (DOP)                                                          | Not applicable                                                                                         | 3-12-2024                                                       |
| 10             | 22/11/2020 (AFS)<br>30/06/2024 (DOF)                                                          | 6 months                                                                                               | 31-12-2024                                                      |
| 11             | 16/12/2021 (AFS)<br>30/06/2024 (DOP)                                                          | Not applicable                                                                                         | 30-06-2024                                                      |
| 12             | 20/12/2019 (AFS)<br>30/12/2023 (DOP)                                                          | 12 months                                                                                              | 30-12-2024                                                      |
| 13             | 25/01/2022 (AFS)<br>30/06/2024 (DOP)                                                          | Not applicable                                                                                         | 30-06-2024                                                      |
| 14             | 18/10/2019 (AFS)<br>31/12/2023 (DOP)                                                          | 12 months                                                                                              | 31-12-2024                                                      |

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|    |                                      |                |                   |
|----|--------------------------------------|----------------|-------------------|
| 15 | 18/02/2022 (AFS)<br>30/06/2024 (DOP) | Not applicable | 30-06-2024        |
| 16 | 20/10/2022 (AFS)<br>30/12/2024 (DOP) | Not applicable | 30-12-2024        |
| 17 | 20/04/2019 (AFS)<br>31/12/2023 (DOP) | 12 months      | 31-12-2024        |
| 18 | 28/06/2019 (AFS)<br>31/12/2023 (DOP) | 12 months      | 31-12-2024        |
| 19 | 05/03/2021 (AFS)<br>30-06-2024 (DOP) | 6 months       | 31-12-2024        |
| 20 | 09/10/2020 (AFS)<br>30/06/2024 (DOP) | 6 months       | <b>31-12-2024</b> |
| 21 | 08/02/2022 (AFS)<br>30/06/2024 (DOP) | Not applicable | 30-06-2024        |

27. Considering the said grace period due to the covid-19 pandemic ( 1st and 2nd wave) (as applicable as per table at para no. 24), even on the extended date of possession, the project was incomplete, and possession was not handed over to the complainant allottees. It shows that the respondent promoter has violated the provisions of section 18 of the RERA. Hence, the complainant allottees are entitled to seek reliefs under section 18 of the RERA towards interest on account of the said delay under the provisions of section 18 of the RERA.
28. As regards the claim of compensation sought by the complainants under section 18 of the RERA, the MahaRERA is of the view that since the complainant-allottees are willing to remain in the project and to have possession of their flats, they are entitled to seek interest on account of the delay. Hence, their claim towards the compensation stands rejected in view of the explicit provisions of section 18(1) of the RERA. Moreover, there is no explicit provision under RERA under which their claim for rent could be considered by MahaRERA.
29. In addition to this, it is pertinent to note that the MahaRERA by issuing various orders has declared the covid-19 pandemic period as force majeure factor which is beyond the control of the promoter. Accordingly, the one-year grace period is given to all the promoters which have registered their projects with MahaRERA. Furthermore, it is pertinent to note that the Hon'ble Bombay High Court by

considering the lockdown restriction issued by the Central as well as the State Government on account of the said Covid-19 pandemic has issued various orders in Suo Moto PIL No. 1 of 2021 thereby extending the interim orders passed by it in various matters. Even, the Hon'ble Supreme Court of India by taking cognizance of the said epidemic has also passed various orders in Suo Moto Writ Petition (Civil) No. 3 of 2020 and has extended the limitation period from 15-03-2020 till 28-02-2022, thereby the said period was excluded for the purposes of limitation as may be prescribed under any general or special laws in respect of all the judicial or quasi-judicial proceedings. No doubt the said pandemic affected all sectors of the society including the real estate sector. Keeping the same in mind, the MahaRERA has taken such general decision by issuing said orders in the interest of all the projects registered with the MahaRERA. Hence, the promoter in this case, is also entitled to seek benefit of the said covid-19 pandemic while making the payments towards the interest amount. The said general decisions cannot be changed for this project, nor any exception can be made considering the above. Hence, the contentions of the complainants (as applicable), for not granting the benefit of the covid-19 pandemic to the respondent, cannot be considered by the MahaRERA.

30. In the present case, it is pertinent to note that there are various orders passed by the MahaRERA deferring such refund /payment of interest till date of completion of the project i.e. till the date of occupancy certificate is obtained. Such directions are issued by the MahaRERA mainly keeping the interest of the project and to ensure timely completion of the project. No doubt the main intention of the RERA legislation is not only to regulate but to ensure the development which will happen only when the project gets completed in a time bound manner. The diversion of funds during the implementation of the project would definitely affect the cash flow in the project and the possibility that the project may get further delayed. The same may result in further delay in possession of the flats to the homebuyers who seek possession of their flats. The provisions of sections 37 read with sections 11, 14 and 34 of the RERA empower the MahaRERA to issue such direction to achieve the aim and object of the RERA. Hence, issuing such directions, may definitely not amount to the dilution of

any other provisions of the RERA.

31. In the present case, it is pertinent to note that the complainants herein have relied upon agreements for sale (as applicable) signed with the respondent promoter. Further, they have also mentioned the total consideration amounts for the said flats booked by them and also the amount paid by them. However, the pleadings of the complainants about date of agreements for sale, date of possession mentioned therein/total consideration amount as well as the amount paid by the complainants mentioned in these complaints have not been disputed by the respondent promoter specifically although it has filed its replies to these complaints and hence, the same are not reverified by the MahaRERA. Hence, in case of any difference in the total consideration amount/ amounts paid by the complainants etc., the parties need to verify the same from the actual record i.e. payment receipts/ ledger accounts etc.
32. In view of these facts the following order is passed:-
- a) The present complaints are partly allowed.
  - b) The claim of compensation/rent sought by the said complainants (as applicable) stands rejected in view of the observations made in the aforesaid para no. 28.
  - c) The claim of the complainants (as applicable) towards refund of the Pre-EMIs stands rejected in view of the observations made in the aforesaid para- no.16.
  - d) The respondent promoter is directed to pay interest for the delayed possession to the complainants from various dates as mentioned in **the column (D) of the aforesaid table at para no.26 (period as applicable)** for every month, till the date of offer of possession of the said flats to these complainants along with OC, on the actual amount paid by the said complainants towards the consideration of the said flat at the rate of Marginal Cost Lending Rate (MCLR) of SBI plus 2% as prescribed under the provisions of section 18 of the RERA and the Rules made thereunder.
  - e) Needless to state here that the actual amount as provided under section 18 of the



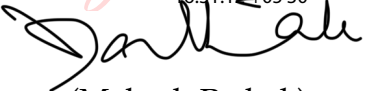
## Complaint No. CC12501763 and 20 Other Complaints

RERA means the amount paid by the complainants towards the consideration of the said flats only, excluding the stamp duty, registration charges and taxes etc. paid to the government.

- f) However, in view of the mitigating circumstances beyond the control of the respondent promoter and also to ensure that the said project is not jeopardized due to the outflow of finances and is completed keeping in mind the interest of the other buyers of the said project at large, it is directed that the amounts of interest shall be paid by the respondent promoter to these complainants after obtaining the occupancy certificate. Also, the respondent promoter at the time of possession of the said flats to the complainants may set off the outstanding dues with the interest amount payable by it to the said complainants and the balance amount if any, by either party be paid at the time of possession.
- g) However, in the interest of equity, the MahaRERA further directs that if the approximate amount of interest payable by the respondent promoter to the complainants (as per the directions issued in para (d) above) exceeds the outstanding dues payable by the complainants (as on date of this order), then the respondent shall not raise any further demand towards such outstanding dues from the complainants. The respondent shall set off the said interest amount against the outstanding dues forthwith, in order to avoid any further proceedings

33. With these directions, all the 21 complaints stand disposed of.

Digitally signed  
by MAHESH  
DINKAR  
PATHAK  
Date:  
2026.02.23  
16:31:12+05'30'

  
(Mahesh Pathak)

**Member - 1/MahaRERA**