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

**1. Complaint No. CC12600416**

Pravin Waghela ... Complainant

***Versus***

S D Corporation Private Limited ... Respondent

**2. Complaint No. CC12600523**

Vishal Gandhi ... Complainant

***Versus***

S D Corporation Private Limited ... Respondent

**3. Complaint No. CC12600624**

Rajeshree Joshi ... Complainant

***Versus***

S D Corporation Private Limited ... Respondent

**4. Complaint No. CC12600681**

Mritunjay Mishra ... Complainant

***Versus***

S D Corporation Private Limited ... Respondent

**5. Complaint No. CC12600690**

Savita Mishra ... Complainant

***Versus***

S D Corporation Private Limited ... Respondent

**6. Complaint No. CC12600743**

Pooja Menon ... Complainant

***Versus***

S D Corporation Private Limited ... Respondent

**7. Complaint No. CC12600889**

Agnishwar Datta ... Complainant

***Versus***

S D Corporation Private Limited ... Respondent

**8. Complaint No. CC12601332**

Rakesh Dronacharya Mishra ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**9. Complaint No. CC12601333**

Rakesh Dronacharya Mishra ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**10. Complaint No. CC12601389**

Purushottam Narayana Samala ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**MahaRERA Project Registration No. P51800019677**

**11. Complaint No. CC12601623**

Hemendra Chhabria ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**12. Complaint No. CC12601665**

Manish Gupta ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**13. Complaint No. CC12601676**

Mrudul Manke ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**14. Complaint No. CC12601679**

Sanjay Manubhai Patel ... Complainant

*Versus*

S D Corporation Private Limited ... Respondent

**15. Complaint No. CC12601736**

Subhasis Goswami ... Complainant

***Versus***

S D Corporation Private Limited ... Respondent

**16. Complaint No. CC12601755**

Ajit Gandhi ... Complainant

***Versus***

S D Corporation Private Limited ... Respondent

**17. Complaint No. CC12602001**

Ritesh Mukesh Kotian,

Nanda Mukesh Kotian ... Complainant

***Versus***

S D Corporation Private Limited ... Respondent

**18. Complaint No. CC12602030**

Rahul Danait ... Complainant

***Versus***

S D Corporation Private Limited ... Respondent

**19. Complaint No. CC12602099**

Tushar Harkishor Koshaley,

Shobhna Kurre ... Complainants

***Versus***

S D Corporation Private Limited ... Respondent

**MahaRERA Project Registration No. P51800019643**

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

Ld. Adv. Sumit Chaudary appeared for the complainant at Sr. No. 1 to 13, 15, 16 and 18 - through VC.

Ld. Adv. Pranav appeared for the complainant at Sr. No. 14 and 19 - through VC.

Ld. Adv. Raat appeared for the complainant at Sr. No. 17 – through VC.

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

**ORDER**

(Order Pronounced on Friday, 3rd July 2026 )

(Matters Reserved for Orders on 21-05-2026)

(Hearing Through Hybrid Mode)

1. The complainants abovenamed have filed these 19 separate online complaints before the MahaRERA, on various dates as mentioned in 1st column of the below mentioned 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, as prescribed under the provisions 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 after referred to as the said flats), in the respondent - promoter's registered project known as **"Siennaa Wing E"** and **"Siennaa Wing D"** bearing MahaRERA registration No. **P51800019677 & P51800019643 respectively** located at Kandivali, Mumbai. (hereinafter referred to as the said projects).

2. Although, these complaints pertain to two different projects, both projects have one layout. Hence, these complaints were clubbed together and were heard by MahaRERA on several occasions. The matters were finally heard on **21-05-2026** 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 the said hearings. On the said dates of hearing, the parties have appeared as per their appearances recorded in the Roznama and made their respective submissions. The MahaRERA heard the submissions of the parties as per the appearances and also perused the available record.

3. After hearing the argument of the parties, the following Common Roznama was recorded in these complaints on 21-05-2026:-

***"Both the parties are present. The respondent has filed its reply to these complaints although late (as applicable). Therefore, the complainants may file rejoinders to the said replies of the respondent within a period of two weeks i.e. by 04-06-2026, even if the respondent does not file any reply ( as applicable). The respondent may also file its written submissions within a further period of one week i.e. by 11-06-2026. In case the respondent does not file any reply - written submissions, MahaRERA will be constrained to decide the matters, ex-parte against the respondent on merits ( as applicable). The respondent's reply in all these complaints contains three arguments mainly - i) that the project registration has been extended to June 2027 -December 2027***

***(as applicable - as per the project registration numbers) and it has been delayed mainly due to the Covid pandemic. Therefore the said date would apply to the present complaints for completion and obtaining the OC for the flats of the complainants, ii) that in some complaints only compensation has been sought under Section 18(3) of the RERA and as per the law and the case law as well, these matters should be heard by the adjudicating officer, iii) that certain mails have been sent to all the allottees informing them about the extension till June 2027. Further, the complainants ( as applicable), have accepted the said date and 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 of possession. Further, the respondent has pointed out that complainants are praying for rent and EMIs, which is not permissible under the provisions of RERA. Therefore, the respondent contends that the prayers of the complainants are not tenable and if at all the Authority agrees to grant the prayers of the complainants for interest - rent -EMIs -compensation for the delay, it may be payable only after the receipt of the OC in the interest of completion of the project and other allottees who have not filed any complaints. However, the complainants refute the contentions of the respondent on the ground that the extension of the project till June 2027 - December 2027 does not mean that the individual dates of possession mentioned in the respective agreements for sale get amended automatically. Moreover, the agreements have been signed during the Covid-19 pandemic - after the Covid pandemic and the respondent was very well aware of the said constraint and should have granted adequate time and mentioned the date of possession accordingly in the agreements. The complainants also contend that their prayers for interest - rent -EMIs -compensation for the delay are tenable, since the project is delayed and the OC for their flats has not yet been received. The complainants also contend that they have not consented to any extension and they have also reverted back to the respondent after the said mail informing them about the extension, and have filed the said complaints as well (as applicable). The complainants are also relying on the order of the Authority in the same layout, although under a different project registration number (as applicable) dated 23-02-2026 in the matters of similarly placed complainants, wherein the substantive prayers of the complainants have been allowed. In view of the above, the matters are reserved for orders suitably after 11-06-2026 based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed and the documents uploaded in the complaints"***

4. Pursuant to the said directions, the complainants (as applicable) and the respondent have uploaded their respective submissions on various dates which have been accepted and taken on record. The details are as below:-

| Sr.no.<br>Complaint no. | Complainant Submissions | Respondent submissions |
|---|---|---|
| 1.CC12600416 | NA | Reply<br>21-05-2026 |
| 2.CC12600523 | NA | Reply |

| | | |
|---|---|---|
| | | 21-05-2026 |
| 3. CC12600624 | NA | Reply<br>21-05-2026 |
| 4. CC12600681 | NA | Reply<br>21-05-2026 |
| 5. CC12600690 | NA | Reply<br>21-05-2026 |
| 6. CC12600743 | Rejoinder<br>11-06-2026 | Reply<br>21-05-2026 |
| 7. CC12600889 | NA | Reply<br>21-05-2026 |
| 8.CC12601332 | NA | Reply<br>21-05-2026 |
| 9. CC12601333 | NA | Reply<br>21-05-2026 |
| 10. CC12601389 | Rejoinder<br>03-06-2026 | Reply<br>21-05-2026 |
| 11. CC12601623 | NA | Reply<br>04-06-2026 |
| 12. CC12601665 | NA | Reply<br>04-06-2026 |
| 13. CC12601676 | NA | Reply<br>21-05-2026 |
| 14. CC12601679 | NA | Hardcopy reply - 08-06-2026 |
| 15. CC12601736 | NA | NA |
| 16. CC12601755 | NA | Reply<br>21-05-2026 |
| 17. CC12602001 | Written submissions<br>31-05-2026 | NA |
| 18. CC12602030 | NA | NA |
| 19. CC12602099 | Rejoinder<br>09-06-2026 | Reply<br>04-06-2026 |

5. The complainants have filed the present complaints seeking direction from MahaRERA to the respondent to handover the possession and also to pay interest for delayed possession. The details of the flats booked by the complainant- allottees, dates of agreements for sale, dates of possession, total consideration and consideration paid are as per the table given below –

| **Sr. No.<br>Complaint No.<br><br>Date of Filing** | **Flat details** | **Date of Agreement for Sale<br><br>Date of Possession** | **Total Consideration<br><br>Consideration Paid** | **Reliefs** |
|---|---|---|---|---|
| 1.CC12600416<br><br>22-01-2026 | E-2005 | 31-03-2021<br>30-06-2024 | 1,26,35,188--<br>1,15,92,264-- | Handover possession, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |
| 2.CC12600523<br><br>30-01-2026 | E-1004 | 20-07-2019<br>31-12-2023 | 1,42,82,601--<br>28,27,952-- | Handover possession, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |
| 3.<br>CC12600624<br><br>03-02-2026 | E-1203 | 20-07-2019<br>31-12-2023 | 1,01,83,577--<br>1,01,58,174-- | Handover possession, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |

| | | | | |
|---|---|---|---|---|
| 4.<br>CC12600681<br><br>05-02-2026 | E-1804 | 24-07-2023<br>30-12-2024 | 1,48,12,054--<br>1,37,92,985-- | Handover possession, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |
| 5.<br>CC12600690<br><br>06-02-2026 | E-502 | 21-05-2024<br>30-12-2024 | 1,40,26,219--<br>1,26,23,597-- | Handover possession, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |
| 6.<br>CC12600743<br><br>09-02-2026 | E-1501 | 25-04-2019<br>31-12-2023 | 1,47,72,239--<br>1,47,72,238-- | Handover possession along with car parking, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |
| 7.<br>CC12600889<br><br>18-02-2026 | E-1702 | 12-07-2023<br>30-12-2024 | 1,49,26,452--<br>1,47,03,660-- | Handover possession along with car parking, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |
| 8.CC12601332<br><br>11-03-2026 | E-2101 | 16-08-2024<br>30-12-2024 | 1,54,62,756--<br>1,36,91,581- | Handover possession along with car parking, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |
| 9.<br>CC12601333<br><br>11-03-2026 | E-2102 | 16-08-2024<br>30-12-2024 | 1,53,75,477--<br>1,43,08,418-- | Handover possession along with car parking, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |
| 10.<br>CC12601389<br><br>13-03-2026 | E-705 | 10-05-2022<br>30-12-2024 | 1,41,16,871--<br>1,31,37,159-- | Interest & rent |
| 11.<br>CC12601623<br><br>23-03-2026 | D-601 | 25-09-2019<br>31-12-2024 | 1,59,37,271--<br>1,59,37,270-- | Handover possession along with car parking, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |
| 12.<br>CC12601665<br><br>24-03-2026 | D-1103 | 24-08-2020<br>31-12-2024 | 2,32,09,083--<br>2,18,57,734-- | Handover possession along with car parking, to pay the compensation in term of section 18 (3) , reimburse per-emi, compensation, monthly rent and cost |
| 13.<br>CC12601676<br><br>24-03-2026 | D-5307 | 19-08-2019<br>31-12-2024 | 2,17,83,000--<br>2,10,93,979-- | Handover possession along with car parking, to pay the compensation in term of section 18 (3) , reimburse per-emi, compensation, monthly rent and cost |
| 14.<br>CC12601679<br><br>24-03-2026 | D-2502 | 18-09-2020<br>30-06-2025 | 1,88,35,916--<br>1,88,35,916-- | Possession a-w interest |
| 15.<br>CC12601736<br><br>26-03-2026 | D-2501 | 25-01-2023<br>30-12-2025 | 1,78,80,340--<br>1,66,39,444-- | Handover possession along with car parking, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |
| 16.<br>CC12601755<br><br>27-03-2026 | D-4505 | 13-07-2023<br>30-12-2025 | 2,09,60,415--<br>1,95,05,762-- | Handover possession along with car parking, to pay the compensation in term of section 18 (3) , compensation, monthly rent and cost |
| 17.<br>CC12602001<br><br>04-04-2026 | D-2105 | 20-10-2022<br>30-12-2025 | 1,69,30,875--<br>1,59,15,028-- | Interest compensation till handover of possession |
| 18.<br>CC12602030<br><br>06-04-2026 | D-4802 | 14-05-2019<br>31-12-2024 | 2,06,71,751--<br>2,05,29,317-- | Handover possession along with car parking, to pay the compensation in term of section 18 (3) , refund surplus amount after deducting per-emi, |

| | | | | |
|---|---|---|---|---|
| | | | | compensation, monthly rent and cost |
| 19.<br>CC12602099<br><br>10-04-2026 | D-2507 | 28-06-2019<br>31-12-2024 | 2,13,77,638--<br>2,13,77,638-- | Handover possession along with car parking, refund excess amount, to pay the compensation in term of section 18 (3), reimburse per-emi, compensation, monthly rent and cost |

6. It is the case of the complainants that they have booked their respective flats in the respondent's registered project and executed agreements for sale (as mentioned in the table at paragraph 5). They have stated that they have paid substantial amounts towards the total consideration of their respective flats. However, despite fulfilling their contractual obligations, the respondent has failed to hand over possession of the flats. Despite repeated reminders, the respondent has also failed to provide any timeline for handing over possession. The complainants have further stated that the project completion date was extended due to the COVID-19 pandemic. However, even after the extended date, the respondent has failed to hand over possession of their flats. According to the complainants, the delay has caused them severe financial hardship. They have further pointed out that some of the flats were purchased under a subvention scheme (where applicable). According to them, the respondent has failed to pay the Pre-EMI amounts and has stated that the same would be adjusted at the time of possession. The complainants have submitted that the delay in handing over possession has caused them financial stress and the burden of paying monthly EMIs. They have also alleged that the respondent has unilaterally extended the project completion date till 30-06-2027 without issuing any notice to the complainants. According to them, the respondent's liability for delay arises from the contractual possession dates specified in their respective agreements for sale..

7. The complainants at Sr. No. 17 have further stated that the respondent has rejected their claim for compensation for delayed possession. They have also pointed out that the quarterly project reports of 2024 do not disclose any delay in construction.

8. Moreover, complainant at Sr. No. 10 has contended that the construction is not in accordance with the approved layout and that the same was brought to the respondent's notice. He has further relied upon the order passed by the Hon'ble Member-1 in Complaint No. CC12501763 and submitted that the same should be

considered while deciding the present complaint. The complainants at Sr. Nos. 12, 13 and 15 have also stated that the reasons cited by the respondent for the delay are neither justified nor covered under their agreements for sale. Being aggrieved by the actions of the respondent, the complainants have filed these complaints.

9. The respondent, in its replies filed in these complaints (where applicable), has stated that the possession dates stipulated in the agreements for sale were expressly subject to extension upon the occurrence of the events contemplated under Clauses 9(a) to 9(e). Therefore, according to the respondent, the possession timelines were conditional and extendable. It has submitted that the timelines were adversely affected due to the COVID-19 pandemic, resulting in labour shortages, restrictions on movement affecting the procurement of materials and equipment, and closure of construction sites. The respondent has contended that Section 18 of the RERA is not applicable as there has been no delay in handing over possession after considering the permissible extensions under Clauses 9(a) to 9(e) of the agreements for sale. It has further submitted that, by virtue of the suo motu extension orders issued by MahaRERA aggregating 12 months, the project's completion date has validly been extended till 30-06-2027, which remains undisputed and is available in the public domain. The respondent has also submitted that certain complainants had purchased flats under a subvention scheme governed by tripartite agreements and that it has made all payments strictly in accordance with the terms of those agreements. According to the respondent, it has no contractual obligation to continue paying EMIs until possession is handed over. The respondent has further relied upon the judgments of the Hon'ble MahaREAT, contending that claims relating to refund of EMIs or Pre-EMIs do not fall within the jurisdiction of MahaRERA. It has also raised a preliminary objection that the complaints are not maintainable as the complaints and supporting documents have not been notarised. The respondent has further contended that no document has been produced to establish that any demand was raised before the achievement of the relevant construction milestone. It has also alleged that, by claiming EMIs, loss of rent, blocked investments and other economic losses, the complainants have exposed themselves as speculative investors rather than genuine homebuyers entitled to the beneficial protection under the RERA. The

respondent has further relied upon Section 55 of the Indian Contract Act, 1872. It has submitted that the project has reached an advanced stage, with internal plastering actively underway, and has contended that this Authority has consistently avoided imposing monetary liabilities that may adversely affect project completion and prejudice the interests of all 405 allottees. According to the respondent, the project is nearing completion. Lastly, it has submitted that compensation must be specifically pleaded and proved and that a composite complaint seeking compensation is not maintainable before the Authority in view of the judgment of the Hon'ble Supreme Court in *Newtech Promoters and Developers Pvt. Ltd. vs. State of Uttar Pradesh & Ors.* Accordingly, the respondent has prayed for dismissal of the complaints.

10. The complainants (where applicable), on various dates mentioned in the table at para-no. 4, have uploaded their rejoinders and written submissions on the record of MahaRERA reiterating their earlier submissions.

11. The complainant at Sr. No. 6 has strongly denied and rejected all the explanations and blanket denials raised by the respondent in its affidavit-in-reply, stating that they are false, misleading and wholly unsupported by evidence. She has submitted that the complaint is valid, maintainable and has been filed in accordance with the provisions of the RERA. She has further contended that any regulatory, administrative or force majeure extensions granted by MahaRERA were intended only to regulate the registration status of the project and do not extinguish the promoter's statutory liabilities. She has also pointed out that the agreements for sale were executed after the COVID-19 pandemic and that the respondent had already received extensions on that ground. Therefore, according to her, the respondent cannot claim any further benefit on the same ground. She has further submitted that the repeated delay in construction despite such extensions clearly establishes the respondent's continuing breach of its contractual and statutory obligations. She has denied the respondent's contention regarding insufficiency of documentary evidence, stating that she has already produced all relevant documents, including the registered agreement for sale, statement of accounts issued by the developer and the applicable regulatory timelines, which establish her claim for interest, compensation

and litigation costs. She has also strongly disputed the respondent's reliance on Clauses 9(a) to 9(e) of the agreement for sale, contending that the contractual possession period has long expired and that the respondent cannot rely upon foreseeable project disruptions to avoid its liability under Section 18(1) of the RERA. She has further submitted that the respondent cannot selectively interpret the documents on record to evade its statutory obligations. According to her, she has continuously communicated her grievances regarding the construction delay and statutory non-compliances, but the respondent has failed to provide any satisfactory response. Accordingly, she has prayed that the respondent's contentions be rejected and that the complaint be allowed in its entirety.

12. The complainant at Sr. No. 10 has uploaded his rejoinder to the respondent's reply. He has contended that the objection regarding non-compliance with Form 'A' is merely a dilatory tactic and that the complaint is fully maintainable under the RERA, which is a beneficial social welfare legislation. He has further submitted that extensions granted under Section 6 of the RERA do not automatically alter or extend the individual contractual possession date of 31-12-2023 (revised to 31-12-2024 including the grace period) agreed under the agreement for sale. He has rejected the respondent's defence based on the COVID-19 pandemic, pointing out that the agreement for sale was executed in May 2022, long after the lockdown restrictions had ceased. He has further submitted that payment of 98% of the sale consideration was made only to avoid arbitrary termination of the booking and does not amount to waiver of his statutory rights or acquiescence to the delay under Section 55 of the Indian Contract Act. He has also stated that he had repeatedly protested the delay through several emails sent during 2025 seeking interest under Clause 10 and requesting a meeting of allottees, but the respondent failed to respond. He has distinguished the respondent's reliance on the *Archana Pandey* order by stating that the said case related to withdrawal and refund in a project facing financial difficulties, whereas the present complaint relates to delayed possession interest claimed by an allottee who intends to continue with the project. He has also relied upon the order dated 23-02-2026 passed by this Authority in respect of the same project and has prayed for payment of monthly interest for delayed possession from

01-01-2025 till actual physical possession is handed over along with a valid Occupation Certificate.

13. The complainants at Sr. No. 17, in their written submissions, have contended that they are entitled to interest for delayed possession under Section 18 of the RERA. According to the registered agreement for sale dated 20-10-2022, the respondent had agreed to hand over possession on or before 30-12-2025 but has failed to do so despite timely payments made by the complainants. They have strongly rejected the respondent's contention that the email dated 05-03-2026 communicating the revised project completion date of 30-06-2027 amounts to acceptance of the extended timeline under Section 55 of the Indian Contract Act. They have pointed out that they immediately filed the present complaint protesting the delay and have submitted that the agreed possession date cannot be altered unilaterally. In support of their case, they have relied upon the judgment of the Hon'ble MahaREAT in *CCI Projects Pvt. Ltd. vs. Ramesh Shivsaran Singh*, wherein it has been held that an allottee's continued performance of contractual obligations does not amount to waiver of statutory rights and that the provisions of the RERA prevail over Section 55 of the Indian Contract Act. They have also relied upon the order dated 26-12-2025 passed by this Authority in a batch of complaints relating to the same project (*Milind Prakash Sarfare vs. SD Corporation Pvt. Ltd.*), wherein the rights of the allottees to seek interest for delayed possession were recognised. Accordingly, they have prayed that the complaint be allowed and the respondent be directed to pay delayed possession interest.

14. The complainants at Sr. No. 19 have uploaded their rejoinder reiterating the facts stated in the complaint. They have denied all the allegations and contentions raised by the respondent, contending that the respondent has deliberately misrepresented the facts. They have reiterated that they purchased Flat No. 2507 on the 25th floor of "Sienna - Wing D" under a subvention scheme. They have pointed out that, although the registered agreement for sale dated 28-06-2019 stipulated the possession date as 31-12-2024, the respondent has unilaterally revised the completion date to 30-06-2027, which they have never accepted. According to them, the project updates uploaded on the MahaRERA portal cannot override the contractual obligations contained in the

registered agreement for sale, and the respondent's liability under Section 18 of the RERA continues to subsist. They have further alleged that the respondent has collected excess amounts aggregating to Rs.34,16,346/- based on the stage of construction and has also failed to comply with the terms of the subvention scheme by refusing to reimburse the Pre-EMI payments. Relying upon the judgments in *Spenta Builders Pvt. Ltd. vs. Ashlesh Gosain* and *M86 Residency Private Limited vs. Ketan Kataria*, they have contended that administrative extensions granted to the project do not absolve the promoter of its statutory liability. Accordingly, they have prayed for refund of the excess amounts collected along with delayed possession interest from 01-01-2025 till actual possession is handed over.

15. 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 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 hand over 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.

16. In the present case, MahaRERA has noticed that as recorded in the aforesaid table at para- no. 4 above, in some of the connected complaints (as applicable), the respondent

has not filed its replies despite being granted an opportunity to do so. Hence, the said complainants (as applicable), have therefore requested that their complaints be decided ex parte. However, MahaRERA is not inclined to accept the said request of the complainants (as applicable). It is ostensibly because the present complaints have been filed with respect to the said project, based on substantially identical facts and issues. Further, all these complainants are seeking similar relief under Section 18 of the RERA. The respondent has already filed its detailed replies to a few of the complaints, thereby submitting on record its defense on all crucial issues involved in these complaints. Hence, in compliance with the principles of natural justice, MahaRERA deems it just and proper to consider the replies filed by the respondent in the connected complaints (as applicable), while adjudicating all the complaints. Therefore, merely because separate replies have not been filed in few of the complaints, the same cannot be decided ex parte when the respondent's stand on the substantive issues is already available on record in the connected matters in which it has already filed its replies. Hence, the request of the complainants (as applicable), for deciding these complaints ex-parte against the respondent stands rejected.

17. 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 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.

18. 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 relief (under the tri-partite agreement signed under the subvention scheme) towards 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.

19. In the present case, the respondent has indirectly argued that the completion dates of the projects have been extended till 30-12-2027 and 30-06-2027 respectively and hence, 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 the said projects), 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.

20. 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) 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."*

21. 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.

22. 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.

23. As stated hereinabove, the respondent, although has filed its reply to these complaints, it 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.

24. 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. 2, 3, 6, 11, 13, 18 and 19 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 1st and 2nd 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. 2, 3, 6, 11, 13, 18 and 19 stands extended by a further period of 12 months from the respective dates of possession stipulated in the agreements for sale.

25. Further, the complainants at sr. nos. 1, 12 and 14 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 the complaint at sr. nos. 1, 12 and 14 stands extended by a further period of 6 months from the

agreed date of possession stipulated in the said agreement for sale.

26. However, as far as the complaints at sr. nos. 4, 5, 7, 8, 9, 10, 15, 16 and 17 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. 4, 5, 7, 8, 9, 10, 15, 16 and 17.

27. 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.

28. 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**<br><br>**Date of Possession including grace period mentioned in AFS (as applicable)**<br>**(B)** | **Applicable grace period due to the covid-19 pandemic (1st and 2nd wave)**<br>**(C)** | **Extended date of possession due to the covid-19 pandemic**<br>**(D)** |
|---|---|---|---|
| 1.CC12600416 | 31-03-2021<br>30-06-2024 | 6 months | 30-12-2024 |
| 2.CC12600523 | 20-07-2019<br>31-12-2023 | 12 months | 30-12-2024 |
| 3. CC12600624 | 20-07-2019<br>31-12-2023 | 12 Months | 30-12-2024 |
| 4. CC12600681 | 24-07-2023<br>30-12-2024 | NA | 30-12-2024 |
| 5. CC12600690 | 21-05-2024<br>30-12-2024 | NA | 30-12-2024 |
| 6. CC12600743 | 25-04-2019<br>31-12-2023 | 12 Months | 30-12-2024 |
| 7. CC12600889 | 12-07-2023<br>30-12-2024 | NA | 31-12-2024 |
| 8.CC12601332 | 16-08-2024<br>30-12-2024 | NA | 31-12-2024 |

| | | | |
|---|---|---|---|
| 9. CC12601333 | 16-08-2024<br>30-12-2024 | NA | 31-12-2024 |
| 10. CC12601389 | 10-05-2022<br>30-12-2024 | NA | 31-12-2024 |
| 11. CC12601623 | 25-09-2019<br>31-12-2024 | 12 Months | 30-12-2025 |
| 12. CC12601665 | 24-08-2020<br>31-12-2024 | 6 Months | 31-06-2025 |
| 13. CC12601676 | 19-08-2019<br>31-12-2024 | 12 Months | 30-12-2025 |
| 14. CC12601679 | 18-09-2020<br>30-06-2025 | 6 Months | 30-12-2025 |
| 15. CC12601736 | 25-01-2023<br>30-12-2025 | NA | 30-12-2025 |
| 16. CC12601755 | 13-07-2023<br>30-12-2025 | NA | 30-12-2025 |
| 17. CC12602001 | 20-10-2022<br>30-12-2025 | NA | 30-12-2025 |
| 18. CC12602030 | 14-05-2019<br>31-12-2024 | 12 Months | 31-12-2025 |
| 19. CC12602099 | 28-06-2019<br>31-12-2024 | 12 Months | 31-12-2025 |

29. Considering the said grace period due to the covid-19 pandemic ( 1st and 2nd wave),( (as applicable, as per table at para no. 28), even on the extended dates 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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. 30.

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. 18.

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. 28 (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 flats 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 RERA means the amount paid by the complainants towards

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.

35. With these directions, all the 19 complaints stand disposed of.

MAHESH DINKAR PATHAK Digitally signed by MAHESH DINKAR PATHAK Date: 2026.07.03 15:30:52 +05'30'

(Mahesh Pathak)

**Member – 1-MahaRERA**