

Complaint No. CC12602035 and 3 Other Complaints
BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI

1. CC12602035

Rajeev Agrawal

... Complainant

Versus

S D Corporation Private Limited

... Respondent

MahaRERA Project Registration No. P51800019677

Along with

2. CC12601894

Asavari Gupta

... Complainant

Versus

S D Corporation Private Limited

... Respondent

Along with

3. CC12601906

Shilkumar Vishwakarma

... Complainant

Versus

S D Corporation Private Limited

... Respondent

Along with

4. CC12601960

Abhijit Sanyal

... Complainant

Versus

S D Corporation Private Limited

... Respondent

MahaRERA Project Registration No. P51800019643

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

Ld. Adv. Akshay Deshmukh appeared for the complainants.

Ld. Adv. Abir Patel appeared for the respondent.



ORDER

(Order Pronounced on Friday, 31st July 2026)

(Matters Reserved for Orders on 09-06-2026)

(Hearing Through Hybrid Mode)

1. The complainants abovenamed have filed these 4 separate online complaints before the MahaRERA, on various dates as mentioned in the 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 the 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 09-06-2026 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 :-



i) On 09-06-2026 :-

Both parties are present. The respondent has filed its replies to the complaint at Sr. No. 20 (CC12602035), although late, and is therefore directed to file its replies in the complaints at Sr. No. 21 (CC12601894), 22 (CC12601906) and 23 (CC12601960) immediately. The complainants may file rejoinders to the said replies of the respondent within a period of two weeks i.e. by 23-06-2026. The respondent may also file its written submissions by the said date. The respondent's reply in the complaint at Sr. No.20 (CC12602035) 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 the projects have 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 the complainants are praying for rent and refund of 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, the same may be payable only after the receipt of the OC in the interest of completion of the project and the interests of 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 extended automatically. Moreover, the agreements have been signed during the Covid-19 pandemic/ after the



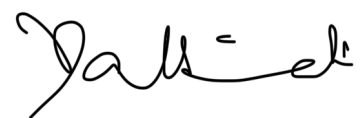
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Covid pandemic (as applicable) and the respondent was very well aware of the said constraint and should have granted adequate time and mentioned the dates of possession accordingly in the agreements. The complainants also contend that their prayers 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 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 23-06-2026 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. Despite specific directions both parties failed to upload any further submissions on record of MahaRERA, both the parties have uploaded their rejoinder/reply as mentioned below:

Sr.no. Complaint no.	Complainant Submissions	Respondent submissions
1. CC12602035	NA	04-06-2026 - Reply
2. CC12601894	NA	09-06-2026 - Reply
3. CC12601906	NA	09-06-2026 - Reply
4. CC12601960	NA	09-06-2026 - Reply

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 allottees, dates of agreements for sale, dates of possession, total consideration and consideration paid are as per the table given below :-



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Sr. No. Complaint No. Date of Filing Flat No.	Date of Agreement for Sale Date of Possession	Total Consideration Consideration Paid	Reliefs
1. CC12602035 06-04-2026 E-801	05-03-2021 30-06-2024	Rs. 1,60,05,826/- Rs. 1,39,97,658/-	Handover possession, to pay the compensation in term of section 18 (3), compensation, monthly rent and cost
2. CC12601894 31-03-2026 D-4404	10-07-2024 30-12-2025	Rs. 2,17,95,944/- Rs. 1,94,20,187/-	Handover possession along with car parking, refund excess amount, to pay the compensation in term of section 18 (3), compensation, monthly rent and cost
3. CC12601906 31-03-2026 D-4403	22-04-2019 31-12-2024	Rs. 2,63,04,048/- Rs. 2,47,40,272/-	Handover possession along with car parking, refund excess amount, to pay the compensation in term of section 18 (3), compensation, monthly rent and cost
4. CC12601960 03-04-2026 D-508	08-02-2022 30-06-2025	Rs. 1,72,25,125/- Rs. 1,63,63,868/-	Handover possession along with car parking, refund excess amount, to pay the compensation in term of section 18 (3), compensation, monthly rent and cost

6. It is the case of the complainants that they booked their respective flats in the respondent's registered project and executed agreements for sale, as mentioned in the table at paragraph No. 5. The complainants have stated that they have paid substantial amounts towards the total consideration of their respective flats and have duly complied with their contractual obligations. However, despite such compliance, the respondent has failed to complete the project, obtain the Occupancy Certificate, and hand over possession of the respective flats within the dates stipulated in their respective agreements for sale. The complainants have further stated that, even after considering the COVID-19 extension, the respondent has failed to hand over possession. Despite repeated emails, representations, and follow-ups, the respondent has neither provided any satisfactory explanation nor given any definite timeline for handing over possession. They have further pointed out that the respondent has unilaterally revised the possession schedule and obtained extensions of the project

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registration until 30-12-2027 and 30-06-2027, as applicable to the respective project registration numbers, without issuing any notice to or granting any opportunity of hearing to the complainants. According to the complainants, such extensions do not absolve the respondent of its contractual and statutory liability arising from the agreed possession dates mentioned in the respective agreements for sale. The complainants have also relied upon earlier orders passed by this Authority concerning the respondent's projects to contend that the respondent has exhibited a continuing pattern of delay in handing over possession. The complainants have further stated that the delay in handing over possession of their respective flats has caused them substantial financial hardship, including the burden of paying monthly EMIs. The complainant at Sr. No. 3 has additionally stated that the flat was purchased under a subvention scheme. The said complainant has alleged that the respondent failed to pay the pre-EMIs as agreed after the year 2024 and informed the complainant that the amount would be adjusted at the time of possession, thereby causing an additional financial burden. Hence, being aggrieved by the respondent's failure, the complainants have filed the present complaints.

7. The respondent, in its replies filed in the present complaints, has denied the contentions of the complainants in toto. It 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 capable of being extended. The respondent has submitted that the project timelines were adversely affected by the COVID-19 pandemic, which resulted in labour shortages, restrictions on movement affecting the procurement of materials and equipment, and closure of construction sites. It 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 respective agreements for sale. The respondent has further submitted that, by virtue of the suo motu extension orders issued by MahaRERA, aggregating to 12 months, the project completion dates have validly been extended until December 2027 or June 2027, as applicable to the respective project registration numbers. According to the respondent, the said



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extensions have remained undisputed and are available in the public domain. The respondent has also submitted that certain complainants had purchased their 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 the EMIs until possession is handed over. The respondent has further relied upon judgments of the Hon'ble Appellate Tribunal to contend that claims relating to reimbursement of EMIs or pre-EMIs do not fall within the jurisdiction of MahaRERA. The respondent has also raised a preliminary objection that the complaints at Sr. Nos. 1 and 4 are not maintainable, as they have not been filed in the prescribed Form A and the supporting documents have not been notarised. It has further contended that the necessary co-allottees have not been joined as parties to the complaints. The respondent has also submitted that no document has been produced to establish that any demand was raised before achievement of the relevant construction milestone. It has further 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 of 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 of construction and that internal plastering work is actively underway. It has contended that this Authority has consistently avoided imposing monetary liabilities that may adversely affect completion of the project and prejudice the interests of all 90 or 413 allottees, as applicable to the respective projects. According to the respondent, the project is nearing completion. Lastly, the respondent 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. v. State of Uttar Pradesh & Ors.* It has also relied upon the judgment in *Mahesh Mamgai v. SD Corporation Pvt. Ltd.* Accordingly, the respondent has prayed for dismissal of the complaints.

8. The MahaRERA has examined the submissions made by both the parties and also



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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.

9. 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 OC, 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.



10. 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 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.
11. In the present case, the respondent has indirectly argued that the completion date of the project has been extended till 30-12-2027 (in Sr. No.1) and 30-06-2026 (Sr. Nos. 2 to 4), 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

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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.

12. As regard to the objection raised by the respondent pertaining to the filing of these complaints (as applicable) in an improper format, the MahaRERA is of the view that the said objection is merely technical in nature and does not affect the merits of the case. Since the complainants have submitted on record the requisite mandatory documents, viz, copies of the registered agreements for sale, in support of their claim under Section 18 of the RERA, the MahaRERA finds no substance in the said objection raised by the respondent.
13. 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."*



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14. 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.
15. 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.
16. 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.
17. 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 complainant at sr. no. 3 has signed the said agreement 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



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12-month grace period granted by the MahaRERA, the date of possession in the complaints at sr. no. 3 stands extended by a further period of 12 months.

18. Further, the complainant at sr. no. 1 has signed the said agreement for sale during the covid-19 pandemic and ostensibly before the 2nd wave of the covid 19 pandemic. However, considering the 6 months grace period granted by the MahaRERA, on account of the said pandemic, the date of possession in the complaint at sr. no. 1 stands extended by a further period of 6 months from the agreed date of possession stipulated in the said agreement for sale.
19. However, as far as the complaints at sr. nos. 2 and 4 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. 2 and 4.
20. 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. (A)	Date of AFS Date of Possession including grace period mentioned in AFS (as applicable) (B)	Applicable grace period due to the covid-19 pandemic (1 st and 2 nd wave) (C)	Extended date of possession due to the covid-19 pandemic (D)
1.	05-03-2021 30-06-2024	6 months	30-12-2024
2.	10-07-2024 30-12-2025	NA	30-12-2025
3.	22-04-2019	12 Months	31-12-2025



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	31-12-2024		
4.	08-02-2022 30-06-2025	NA	30-06-2025

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

22. 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. Hence, MahaRERA finds no substance, the contentions of the respondent that these complaints need to be transferred to the Ld. Adjudicating Officer/MahaRERA as they are claiming compensation .

23. 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

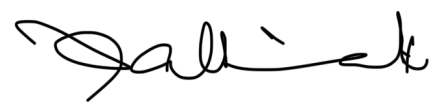


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judicial or quasi-judicial proceedings. No doubt the said pandemic affected all sectors of the society including the real estate sector. Keeping the same in mind, the MahaRERA has taken such general decision by issuing said orders in the interest of 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.

24. 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.

25. 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.

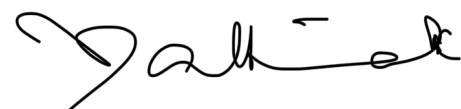


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Hence, in case of any difference in the total consideration amount- amounts paid by the complainants etc., the parties need to verify the same from the actual record i.e. payment receipts- ledger accounts etc.

26. 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. 22.
- 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. 10.
- 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. 20 (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 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



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said complainants and the balance amount, if any, by either party be paid at the time of possession.

27. With these directions, all the 4 complaints stand disposed of

MAHESH Digitally signed
by MAHESH
DINKAR DINKAR PATHAK
PATHAK Date: 2026.07.31
15:26:37 +05'30'


(Mahesh Pathak)

Member - 1-MahaRERA

