THE MAHARASHTRA

REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held in hybrid mode

1. COMPLAINT NO. CC12500071

SANTOSH SOMNATH CHAKOR …. COMPLAINANT

VS

S D CORPORATION PRIVATE LIMITED …. RESPONDENT

a/w

2. COMPLAINT NO. CC12500116

RAJAT CHATTERJEE …. COMPLAINANT

VS

S D CORPORATION PRIVATE LIMITED …. RESPONDENT

a/w

3. COMPLAINT NO. CC12500409

MAHESH GANESH MAMGAI …. COMPLAINANT

VS

S D CORPORATION PRIVATE LIMITED …. RESPONDENT

a/w

4. COMPLAINT NO. CC12502292

JIGNESHKUMAR MAFATLAL MISTRY …. COMPLAINANT

VS

S D CORPORATION PRIVATE LIMITED …. RESPONDENT

a/w

5. COMPLAINT NO. CC12502341

YOGITA THAKUR …. COMPLAINANT

VS

S D CORPORATION PRIVATE LIMITED …. RESPONDENT

MAHARERA PROJECT REGISTRATION NO. P51800019693

ORDER

December 26th, 2025

(*Date of hearing 18.09.2025- Matters were reserved for orders*)

Coram: Manoj Saunik, Chairperson, MahaRERA

Sr. No. 1: Complainant present in person

Sr. No. 2: None present for complainant

Sr. No. 2, 4 and 5: Advocate Akshay Deshmukh present for complainants

Sr. No. 1: None present for respondent

Sr. No. 2 to 5: Advocate Abir Patel present for respondent

1. The complainants are home buyers and allottees within the meaning of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "Act") of Real Estate Regulatory Authority (hereinafter referred to as the "RERA"). The respondent is the promoter/developer within the meaning of Section 2 (zk) of the said Act and is registered as the promoter of the project namely "SIENNAA WING F" under section 5 of the said Act bearing MAHARERA project registration no. P51800019693 (hereinafter referred to as the "project").

2. On the MahaRERA project registration webpage the proposed completion date (PDC) of the said project is mentioned as 30.12.2024. The extended date of completion is 30.12.2027. The promoter has not obtained occupancy certificate.

3. The complainants are seeking the following reliefs:

SR. NO.	COMPLAINT NO.	RELIEFS SOUGHT
1.	CC12500071	*A. Direct the builder to provide a firm and specific possession date for my flat.* *B. Compensation for the delay in possession, including interest at the prescribed rate as per RERA for the delayed period.* *C. Any other relief deemed appropriate by the Hon'ble Authority.* *D. Direct the Respondent to pay Rs. 18,96,31/- immediately as compensation for delay, plus daily interest until actual possession.* *E. Award costs of proceedings and any other relief deemed just by the Authority.*
2.	CC12500116	*A. Recovery of Interest for the INR 1.28 Crore already paid to the Builder on monthly basis. The interest should be at least at PSU bank rate (8.6% - 9.0%) Interim Relief: - payment of Bank EMI interest (INR 60,000) + Current House rent (INR 33,000) per month.*
3.	CC12500409	*A. Direct the Respondent to pay compensation for the delay in possession beyond 31stDecember 2023, in respect of the self-funded portion and rent paid by the Complainant.* *B. Grant such other reliefs as this Hon'ble Authority may deem fit and proper in the interest of justice and equity.*
4.	CC12502292	*A. Be pleased to allow this complaint.* *B. Be pleased to direct the Respondent to handover the possession of the Flat No.1204, admeasuring around 560.82 sq. feet of carpet area i.e. 52.10 sq. mtrs. On r2tt: habitable floor (12th Floor as per the sanction plan sanctioned by the MHADA) in the building known as "Siennaa – Wing F."." as promised in the agreement for sale dated 3rd August 2019.* *C. Be pleased to direct the Respondent to pay the compensation in term of section 18 (3) of the Real Estate Regularity Authority act at 12% interest per annum.* *D. Be pleased to direct the Respondent to pay the compensation of Rs.1,00,000/- For the mental stress and agony caused to the Complainant because of the inactions done by the Respondents.* *E. Be pleased to direct the Respondent to pay the cost of Rs.1,00,000/- as legal fee required to file the present complaint before this Authority.*

SR. NO.	COMPLAINT NO.	RELIEFS SOUGHT
		F. Be pleased to direct the Respondent to pay the monthly rent of Rs. 50,000/- to the complainant till the handover of the possession of the flat. *G. Be pleased to direct the respondent to upload true proper and material facts and details of the sale project with Maha Rera website.* *H. Be pleased to grant such other and for the relief as the nature and circumstances of the case may dim feet and proper.*
5.	CC12502341	*A. Immediate possession within fixed timeline.* *B. Interest @ 12% p.a. on amounts paid till possession.* *C. Reimbursement of unlawful overcharges + rebate interest.* *D. Compensation for mental agony (Rs. 1,00,000/-)* *E. Rent reimbursement (Rs. 50,000/- p.m.) till possession.* *F. Litigation costs (Rs. 1,00,000/-).* *G. Direction to update accurate project status on MahaRERA portal.*

4. All the complaints were heard by this Authority on 18.09.2025 (*listed at Sr. No. 116 to 121*) wherein the following roznama was recorded:

"Parties are at liberty to file their written notes of arguments by 07.10.2025. Matter be reserved for orders from 08.10.2025."

5. The brief facts in the complaints are as follows:

SR. NO.	COMPLAINT/ APPLICATION NOS./ DATE OF FILING	FLAT NO.	DATE OF AFS[1]	POSSESION DATE AS PER AFS	TOTAL CONSIDERATION (INR)	RELIEFS SOUGHT
1.	CC12500071 08.01.2025	F-602	29.12.2021	30.06.2024	1,32,11,012/-	Possession with interest and compensation
2.	CC12500116 12.01.2025	F-504	31.03.2022	30.12.2024	1,38,30,816/-	Possession with interest
3.	CC12500409 07.02.2025	F-804	04.07.2019	31.12.2023	1,43,12,231/-	Compensation
4.	CC12502292 07.07.2025	F-1204	03.08.2019	31.12.2023	1,36,11,037/-	Possession with interest and compensation
5.	CC12502341 10.07.2025	F-1604	29.08.2019	31.12.2023	1,36,88,391/-	Possession with interest and compensation

6. The common submissions of the complainants are as follows:

A. The complainant has fulfilled his obligations as per the agreement and paid over 90% of the total cost of the property well in advance. The delay in possession is causing financial and mental distress.

1 AFS- Agreement for Sale

B. Despite repeated follow-ups with the builder, there is no clear or confirmed timeline provided for possession.

C. That any extensions sought by the builder from RERA should not be entertained without compensating complainants duly as per agreement.

D. Due to the COVID-19 pandemic, the Government/RERA granted an extension of six months vide order dated 6 August 2021, revising the possession date to 30 December 2024. However, there has been no progress in the project, and the respondent has further extended the project deadline unilaterally to March 2026.

E. The respondent falsely assured the complainant during a meeting held on 3 March 2025 that construction work of "Sienna Wings E and F" would commence by the end of April 2025; however, no such construction has commenced, causing severe mental agony and distress to the complainant.

SR. NO.	INDIVIDUAL SUBMISSIONS OF COMPLAINANTS
1.	A. That as per the Agreement for Sale the possession of the flat was to be handed over by June 2024. However, there has already been a delay of over six months, and the complainant has not received possession of the flat till date.
2.	A. That the agreed date of possession was on or before 30.12.2024 and the respondent has not handed over possession till date. This date of 30.12.2024 has already been extended twice covering the COVID pandemic period as a legitimate cause. B. The complainant has paid around 1.28Cr out of 1.38Cr flat cost and also paid additional 20Lac against Stamp Duty + Registration etc. For this amount complainants are paying the EMI. That despite having paid a substantial amount of Rs. 1,28,00,000/- out of the total Rs. 1,38,30,816/-, C. The respondent has falsely alleged breach of payment, causing immense mental agony to the complainant. That the allegation of default has been raised only after the filing of the present complaint, merely as a tactic to delay the proceedings, since at no point prior to the filing of this complaint did the respondent ever raise any grievance or objection. D. That the complainant is living in rented apartment bearing EMI and rent. Due to this complainant is facing financial and mental agony. E. That the complainant has cited many case laws in submissions.
3.	A. That the complainant has booked flat under subvention scheme. The promised date of possession was 31.12.2023.

	B. The respondent unilaterally obtained the RERA extension without seeking or obtaining the complainant's consent. Mere post-facto email intimation does not amount to consent or acquiescence. C. The delay cannot be attributed solely to COVID-19. Construction remained stalled for nearly two years even after restrictions were lifted due to the respondent's financial distress and defaults and resumed only after external funding was raised, facts well known in the public domain. D. The allegation that the Complainant enjoyed "interest-free benefit" under the subvention scheme is false. Pre-EMI payments were part of the contractual consideration, for which the complainant paid a higher price, and cannot be treated as a favour by the respondent. E. No relief for Pre-EMI reimbursement is sought under RERA. The details are stated only for record, without prejudice to the complainant's right to seek remedies before other competent forums. F. The complainant seeks compensation for delay on self-funded amounts and rent paid from the committed possession date of 31 December 2023 onwards. The RERA extension, obtained without buyer consent and without granting any payment relief to buyers, does not absolve the respondent of liability to compensate for delay.
4.	A. The complainant has paid a sum of Rs. 1,22,49,933/- to the respondent by August 2023, amounting to nearly 90% of the total sale consideration, in the legitimate expectation of receiving possession by December 2023. B. Despite repeated oral and written requests, including emails, the respondent has failed to provide any concrete assurance or hand over possession of the flat. C. The complainant invested hard-earned savings in the said flat with the intention of earning rental income. Despite having paid nearly 90% of the consideration, possession has not been handed over, nor has any definite timeline been provided, resulting in serious financial hardship and mental stress to the complainant.
5.	A. As per the booking form, the agreed consideration was Rs. 1,36,88,391/- with a payment plan of 10% on booking, 50% within 180 days, and 40% on possession. The complainant did not opt for any subvention scheme; however, the respondent unilaterally incorporated a developer subvention scheme in the registered Agreement for Sale dated 29.08.2019 without the complainant's consent. B. Prior to registration, the complainant raised objections regarding the absence of a proper payment schedule through emails dated 27 and 29 August 2019 but was falsely assured that the same would be clarified at registration. C. Despite repeated follow-ups, the respondent failed to rectify the agreement and raised demands contrary to the registered payment schedule, thereby violating Clause 7(a) of the Agreement, which forms the essence of the contract.

	D. Acting on assurances that the agreement would be amended post-payment, the complainant made payments; however, the respondent reneged on its assurances and continued with incorrect payment terms, amounting to unfair practice and overcharging. E. In January 2024, the respondent offered a scheme assuring 10% interest on advance payments till 31.12.2024 along with possession by that date. Neither possession nor interest beyond 31.12.2024 has been paid, nor has the principal been refunded. F. Interest accrued from 01.01.2025 to 31.12.2025 amounting to approximately Rs. 4.8 lakhs remain unpaid and is not reflected in the account statement issued by the respondent. G. Although more than 90% of the consideration has been paid, possession has not been handed over, and site visits have been arbitrarily denied. H. The complainant continues to reside in rented premises despite having paid more than the demanded amounts, resulting in severe financial strain due to ongoing rental expenses caused solely by the respondent's delay.

7. The common submissions of the respondent are as follow:

A. That the parties have agreed the possession date subject to mitigating events stated in clause 9 a) to e). the possession date was mutually agreed to be extendable, and such was caveated and contingent. The Authority has *Suo moto* granted 12 months extension to all projects having possession timelines on or after 15.03.2020.

B. That section 18 is not invoked as there is no delay in possession as per the agreement. The said agreement has not been challenged and when the complainant has acted in furtherance of the said agreement, he is estopped from disputing its clauses.

C. That this Authority has in the case of Bhakta Bansal Patnaik & Jasmita Kar Vs Indiabulls Properties private limited & Anr., held that the period of extension granted on account of covid 19 orders exempts the developer from paying interest for the extended period.

D. That due to imposition of a lockdown, there was a significant shortage of labour, disruption in supply chains and difficulty in procurement of equipment and material resulting in a substantial delay in the progress of construction activities. Despite the adverse impact of the pandemic on the real estate project the subject project is progressing.

E. The complainant has chosen to stay in the project without giving any notice to claim interest at a larger stage and is now estopped from raising such issues.

F. That due to imposition of a lockdown, there was a significant shortage of labour, disruption in supply chains and difficulty in procurement of equipment and material resulting in a substantial delay in the progress of construction activities. Despite the adverse impact of the pandemic on the real estate project the subject project is progressing.

G. The project has reached the stage of completion of structure and internal finishing. Grant of compensation at this stage would adversely affect project funds and delay completion, thereby prejudicing the interests of all allottees, including the Complainants.

H. That the respondent denies all claims, contentions, allegations and insinuations made by the complainant.

SR. NO.	INDIVIDUAL SUBMISSIONS OF RESPONDENT
1.	A. That the captioned complaint is not maintainable since the same has been made before the Adjudication officer for claims under section 18 of the act. The claims for interest under section 18 ought to be made before the Authority under section 31 and not before the AO. The present complaint ought to have been made in Form B as prescribed. Therefore, the complaint is liable to be dismissed.
2.	A. The complainant has not terminated the sub clauses and not given any notice to that effect, till date. The complainant has accepted the said agreement and all its clauses in toto including the sub clauses on extension stated under clause 9 of the said agreement. The possession date does not exist independent of the clauses on extension and the date has been mutually agreed to be extendable. B. That the complainant has chosen to continue beyond the date of 30.12.2024 stated in the agreement. The complainant has done so without reserving his right to claim interest nor by giving notice of his intention to do so. The complainant's case is therefore barred under section 55 of the Indian Contract Act. C. That the complainant has also sought PRE-EMI as part of his complaint, though the Maharashtra Real Estate Appellate Tribunal has held that the issue of PRE-EMI is not covered under RERA.

	D. That the complainant is also a party in breach. The complainant has delayed in making payments and is therefore liable to pay a sum of Rs. 3988/- towards interest charged on delay in making payment. As per section 19(6) of the Act an allottee is obligated to make all payments to the developer in a timely manner and as per agreement the complainant has agreed to make all payments to the respondent on respective due dates. A party in breach cannot seek reliefs.
3.	A. That the complainant has chosen to continue beyond the date of 30.12.2024 stated in the agreement. The complainant has done so without reserving his right to claim interest nor by giving notice of his intention to do so. The complainant's case is therefore barred under section 55 of the Indian Contract Act. B. That the complainant has also sought PRE-EMI as part of his complaint, though the Maharashtra Real Estate Appellate Tribunal has held that the issue of PRE-EMI is not covered under RERA. C. That the extensions are as per law and never challenged by the complainant. All monies paid by the complainant are upon completion of the agreed milestones and have been used in the subject project itself. The complainant has in fact, as per the subvention scheme, enjoyed interest free housing loan for September 2020 to March 2025 years when the respondent paid their pre-EMI aggregating to Rs. 47,81,669/- in terms of the Tri-partite agreement.
4.	A. The present Complaint is not maintainable as it has been filed before this Authority in Form A seeking compensation under Section 18(3) of RERA, which is beyond the jurisdiction of this Authority. B. Under Section 71 of RERA, the power to adjudicate compensation under Sections 12, 14, 18, and 19 vests exclusively with the Adjudicating Officer. The Hon'ble Supreme Court in *Newtech Promoters and Developers Pvt. Ltd. v. State of U.P.* has conclusively held that compensation claims cannot be entertained by the Authority. C. A claim for compensation must be specifically pleaded and proved. In the absence of any breach of the Agreement for Sale or substantiated loss, the Complainants have failed to establish entitlement to compensation under Section 18(3). D. The complainants have admitted that the flat was purchased for investment purposes. RERA is intended to protect genuine homebuyers, and investors are not entitled to its benefits. Reliance is placed on *Shailesh Kantilal Shah & Anr. v. Sri Harsh Developers*. E. The complainants are in default of payment pursuant to multiple demand letters and are liable to pay accrued interest of ₹11,526/-. Having breached Clause 6A(a) and (b) of the Agreement and Section 19(6) of RERA, the complainants are not entitled to any equitable relief.
5.	A. No submission

8. From the above facts and the submissions, the issues that need to be considered are as follows:

A. Whether the complainants herein are entitled to seek reliefs for delay possession under Section 18 of the said Act?

B. Whether the captioned complaints need to be referred to Adjudicating Officer under Section 71 for determination of compensation?

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

A. The promoter has not obtained the Occupancy Certificate. The extended date of completion of the project is 30.12.2027. As per the promised date of possession agreed between the parties, there is a delay in handing over possession to all the complainants, and possession has not been handed over till date. The respondent has thus failed to hand over possession within the stipulated time.

B. The complainants at Sr. Nos. 1 and 4 have sought interest on account of delayed possession; however, they have failed to produce supporting documents evidencing payments made towards the consideration amount. The only receipt available on record is the receipt annexed to the Agreement for Sale. The complainants at Sr. Nos. 2, 3, and 5 have produced payment receipts in support of their claims.

C. The amount paid towards consideration of the respective flat/unit has been determined on the basis of the receipts and other supporting documents submitted before the Authority by the parties.

D. The complainant at Sr. No. 3 is seeking only compensation.

E. The respondent has failed to file any reply in respect of the complaint at Sr. No. 5.

F. The reasons attributed to the delay do not justify the act or default committed by the respondent/promoter.

10. Moving ahead to examine the issue framed at para-No. 8 pertaining to reliefs claimed under section 18 of the Act, the Authority shall examine section 18 of the Act.

11. The essentials to seek relief under Section 18 are:

    (i) Failure of promoter to give possession in accordance with the terms of the contract between the parties (such as booking form, allotment letter, agreement for sale, etc.) and within the date specified in the contract between the parties.

    (ii) Inability of the promoter to complete the said project.

12. Section 18 clears that if the promoter (*respondent herein*) fails to handover possession as per the terms of the agreement for sale by the specified date therein, the allotees (*the complainants herein*) have a choice either to withdraw from the said project or stay with the project. All the complainants have chosen to stay in the project and is seeking interest for delayed possession.

13. Hence, it is clear that remedy under the section 18 is available to the allottee only after the promised date of possession/completion is expired and not before and to determine the issue at hand, it is paramount to examine the documents placed on record to discover the date of completion as was agreed between the parties herein. It is pertinent to note that all the complaints from sr. nos. 1 to 5 have registered AFS pertaining to their respective flats which the Authority has perused. Thus, it is admittedly clear that there is a delay on part of the respondent regarding the handover of possession with OC as per the agreements of each of the complainants herein. Thus, to sum it up the agreements for sale were signed between the parties and the date of handover of possession of their respective flats is specified in the agreements for sale.

14. In view thereof, the date of possession as per each agreement and the interest in delay in handover of possession shall be applicable from the dates mentioned against each complaints tabulated hereinbelow for ease of reference:

SR. NO.	COMPLAINT NO.	DATE OF POSSESSION (AS AGREED AND NOT DISPUTED BY THE PARTIES)	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
1.	CC12500071	30.06.2024	01.07.2024	Handover of possession with occupancy certificate
2.	CC12500116	30.12.2024	31.12.2024	
3.	CC12500409	-	-	
4.	CC12502292	31.12.2023	01.01.2024	
5.	CC12502341	31.12.2023	01.01.2024	

15. It is thus observed that the respondent has failed to handover possession of the apartments (flats) on the agreed date and has violated the provision of Section 18 mentioned hereinabove. In view of this the complainant at sr. no. 1 has chosen to stay in the said project and seeks interest for delay in possession along with interest and compensation if any. Thus, the plea of the complainant at sr. no. 1, 2 4 and 5 is **allowed** with interest for delay in handover of possession from the date as mentioned in the table at para. No. 14 herein above. Thus, the **issue at para–No. 8 A is answered in affirmative**.

16. Finally, in order to determine the issue at para-No. 8. B. herein, pertaining to the relief sought by the complainants for compensation, the Authority hereby grants liberty to the complainants to approach the Adjudicating Officer vide a fresh application for the limited purpose of determination and computation of compensation. **Thus, the issue at para-No. 8. B. is answered in the affirmative.**

17. Lastly, all other reliefs claimed by all the complainants save and except the reliefs sought under section 18 are rejected, as the complainants have failed to state in their complaint and has also failed to satisfy this Authority as to which provisions of the said Act gives right to the complainants to claim such reliefs.

Final Order

18. Therefore, after considering the aforementioned observations and provisions of the Act, the materials placed on record, the facts of the case and submissions made by the parties, the Authority passes the following order:

A. The captioned complaints at sr. nos. 1, 2, 4 and 5 are allowed.

B. The complainant at sr. nos. 1, 2, 4 and 5 is entitled to claim interest for delay in handover of possession on the total amount paid to the respondent (excluding amounts paid towards taxes and other charges such as stamp duty, registration fees and such other amounts paid to statutory authorities) from the date as mentioned in the table at para. no. 14 above at the rate as prescribed under *Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules 2017* till the date of handover of possession with occupancy certificate.

C. Further the payments of interest for delay shall be set off against the payments of balance dues if any under each agreement for sale of the complainant at sr. no. 1, 2, 4 and 5 herein at the time of handover of possession with OC/completion certificate.

D. The respondent promoter is entitled to claim the benefit of "moratorium period" as mentioned in the Notifications / Orders Nos. 13, 14 and 21 MahaRERA in the complaints at Sr. No. 3 to 5. The moratorium period shall be deducted from the total period for which interest is payable.

E. The complainant at Sr. No. 3 and all other complainants are at liberty to approach the Adjudicating Officer, MahaRERA vide a fresh application in prescribed format for the limited purpose of determination and computation of compensation.

F. No order as to cost.

MANOJ SAUNIK Digitally signed by MANOJ SAUNIK Date: 2025.12.27 19:13:20 +05'30'

Manoj Saunik
Chairperson, MahaRERA