BEFORE THE MAHARASHTRA

REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through Hybrid Mode

1. COMPLAINT NO. CC12502088

SUNIL PATIL …COMPLAINANT/S

A/W

2. COMPLAINT NO. CC12502089

PURAV GORDIA …COMPLAINANT/S

A/W

3. COMPLAINT NO. CC12502107

KAMLESH RAJENDRABHAI AGRAWAL …COMPLAINANT/S

A/W

4. COMPLAINT NO. CC12502110

SHARAD KADAM …COMPLAINANT/S

A/W

5. COMPLAINT NO. CC12502111

SHARAD KADAM …COMPLAINANT/S

VS

S D CORPORATION PRIVATE LIMITED …RESPONDENT/S

MAHARERA PROJECT REGISTRATION NO. P51800019693

Order

February 12th, 2026

(*Date of hearing – 20.01.2026- matters were reserved for order*)

Coram: Manoj Saunik, Chairperson, MahaRERA

Advocate Siddesh Shirke is present for complainants at Sr. Nos. 1 to 5. The complainant at Sr. No. 3 is present in person as well.
Advocate Abir Patel is present for the respondent.

1. The complainants at Sr. Nos. 1 to 5 are home buyers/allottees within the meaning of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act'), of the Real Estate Regulatory Authority (hereinafter referred to as 'RERA'). The respondent is the promoter and is registered as a promoter/developer within the meaning of Section 2(zk) of the Act, in respect of the project namely 'SIENNAA WING F' duly registered under Section 5 of the Act,

bearing MahaRERA Project Registration No. P51800019693 (hereinafter referred to as 'the Project'). As per the MahaRERA Project Registration webpage, the Proposed Completion Date (PCD) of the project is 30.12.2024 and the Revised Completion Date (RCD) is 30.12.2027. The promoter has not obtained occupancy certificate (OC) for the said project.

2. Since the reliefs sought in all the complaints at Sr. Nos. 1 to 5 are substantially similar, except for differences in factual particulars, they are summarized below and are not reproduced in full to avoid undue prolixity.

SR. NOS.	COMPLAINT NOS.	RELIEFS SOUGHT
1 to 5	CC12502088 CC12502089 CC12502107 CC12502110 CC12502111	**common reliefs:** a) Be pleased to allow the present complaints. b) Be pleased to direct the Respondent to hand over possession of the respective flats allotted to the Complainants in the project, strictly in accordance with the respective Agreements for Sale and the sanctioned plans, along with all promised appurtenances, within a time-bound period. c) Be pleased to direct the Respondent to pay compensation as per section 18 (3) of the Act. d) Be pleased to direct the Respondent to pay the pre-EMI amounts for the subject flats till handing over of possession, or alternatively, to deposit such amounts directly into the Complainants' respective accounts. e) Be pleased to direct the Respondent to pay compensation towards mental agony, hardship and inconvenience caused to the Complainants due to the Respondent's acts and omissions. f) Be pleased to direct the Respondent to pay costs of the proceedings, including legal expenses incurred by the Complainants. g) Be pleased to direct the Respondent to pay monthly rent / compensation in lieu of alternate accommodation to the Complainants from the due date of possession till actual handing over of possession. h) Be pleased to direct the Respondent to upload true, correct, complete and material particulars of the project, including construction status and approvals, on the MahaRERA website, in compliance with the provisions of the Act and Rules. i) Be pleased to grant such other and further reliefs as this Authority may deem fit and proper in the facts and circumstances of the case.

3. All the complaints *(listed at Sr. Nos. 23 to 27)* were heard by this Authority on 20.01.2026 wherein the following roznama was recorded:

"Heard both parties. Parties are at liberty to file written submissions, if any, by 31.01.2026. After which, the matter will be reserved for order from 01.02.2026."

4. The brief facts in all the complaints are as follows:

SR. NO.	COMPLAINT NO./ DATE OF FILING	WING-F FLAT NO.	DATE OF AFS[1]	POSSESSION DATE PROMISED	PURCHASE AMOUNT (INR)	RELIEFS IN BRIEF
1.	CC12502088 26.06.2025	603	29.06.2019	31.12.2023 *(as per clause 9 of AFS)*	99,03,278	possession +compensation
2.	CC12502089 26.06.2025	801	26.09.2022	30.12.2024 *(as per clause 9 of AFS)*	1,32,00,010	possession +compensation
3.	CC12502107 27.06.2025	1104	01.06.2019	31.12.2023 *(as per clause 9 of AFS)*	1,45,16,746	possession +compensation
4.	CC12502110 27.06.2025	1705	25.10.2019	31.12.2023 *(as per clause 9 of AFS)*	1,31,94,189	possession +compensation
5.	CC12502111 27.06.2025	1704	25.10.2019	31.12.2023 *(as per clause 9 of AFS)*	1,31,03,607	possession +compensation

5. After considering the documents placed on record, and in the interest of brevity, the Authority has refrained from reproducing the detailed submissions of each complainants. The relevant submissions, in brief for complaints at Sr. Nos. 1 to 5, are as follows:
   a. The complainants submit that in each of the present complaints, the respective complainant has paid a substantial portion of the total consideration—ranging up to nearly the entire sale consideration—strictly in accordance with the agreed payment schedule, relying upon the contractual assurance of timely possession as expressly stipulated in their respective Agreements for Sale.
   b. Admittedly, possession of the respective flats has not been handed over within the contractually agreed timelines. The respondent promoter has failed to complete the project as promised and has unilaterally extended the date of possession on multiple occasions without obtaining the consent of the complainants. Such unilateral extensions are arbitrary, non-binding, and contrary to the terms of the Agreement for Sale and the provisions of the Act.
   c. The delay in completion of the project is continuous, admitted, and prolonged. The respondent promoter has acknowledged delays on account of construction issues, labour shortages, contractor exits, financial constraints, and project mismanagement. Despite such admissions, no meaningful or commensurate progress has been achieved, and possession has been deferred to dates far beyond the originally agreed timelines.

1 AFS- Agreement for Sale

d. The complainants submit that the reasons cited by the respondent for delay constitute internal business difficulties and commercial risks, which cannot be treated as force majeure events under the Act. Labour issues, contractor defaults, financial strain, and mismanagement are risks entirely within the promoter's domain and cannot be used to defeat the statutory rights of allottees.

e. The respondent has already availed all COVID-19 related extensions granted by the Authority pursuant to orders dated 18.05.2020 and 06.08.2021. Having exhausted such statutory relaxations, the respondent cannot continue to rely upon COVID-19 or allied grounds to justify delays extending into subsequent years.

f. The complainants submit that liability under Section 18 of the Act is absolute and unconditional. Delay in handing over possession, irrespective of fault or intention, entitles the allottee to interest and/or compensation as provided under the Act. The allottee's right under Section 18 does not depend upon proof of negligence or misconduct on the part of the promoter.

g. The objection raised by the respondent regarding maintainability of the complaints on procedural grounds, including filing format or jurisdiction of the Authority, is legally untenable. The Hon'ble Supreme Court in *M/s. Newtech Promoters and Developers Pvt. Ltd. v. State of U.P.* has categorically held that:

   i. Section 18 confers an unconditional right upon the allottee to seek refund or interest for delayed possession;

   ii. the Authority itself is competent to grant interest for delay; and

   iii. the role of the adjudicating officer is confined to quantification of compensation.

h. Further, in *Imperia Structures Ltd. v. Anil Patni*, the Hon'ble Supreme Court has clarified that rights conferred under Section 18 of the Act are substantive and unqualified, and procedural technicalities cannot be permitted to defeat statutory entitlements of allottees.

i. The Hon'ble Bombay High Court in *Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India* has held that promoters are required to realistically assess project timelines at the time of registration and cannot subsequently rely on vague or

internal difficulties to justify delays. A promoter cannot take advantage of its own defaults to the prejudice of allottees.

j. The complainants further submit that so-called consent letters or communications revising possession timelines, issued unilaterally by the respondent, amount to a *"Hobson's choice"* and do not constitute waiver of statutory rights. It has been consistently held that statutory rights under Section 18 of the Act cannot be contracted out or extinguished by unilateral acts of the promoter.

k. The complainants have paid substantial sums, in many cases the entire consideration, and continue to suffer grave financial hardship due to prolonged delay. The complainants are burdened with simultaneous payment of rent and home loan EMIs, apart from enduring mental agony, uncertainty, and loss of legitimate expectations arising from the respondent's failure to deliver possession.

l. The complainants further submit that any retaliatory or coercive conduct by the respondent against allottees asserting their statutory rights is mala fide and reflects a high-handed approach inconsistent with the object and spirit of the Act.

m. In view of the above, the complainants submit that there is a clear and continuing deficiency in service on the part of the respondent promoter. The complainants are therefore entitled to possession of their respective flats along with interest for delayed possession and compensation, as claimed in the individual complaints.

6. After considering the documents placed on record, the relevant submissions, in brief, of the respondent promoter are as follows:

a. The respondent-promoter submits that all the captioned complaints are not maintainable in law. The complaints have been filed under Section 31 of the Act in Form A, while seeking compensation under Section 18(3) of RERA.

b. Under Rule 7 of the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017, claims for compensation are required to be adjudicated exclusively by the adjudicating officer upon filing Form B.

Therefore, this Authority lacks jurisdiction to entertain the present complaints insofar as compensation is sought.

c. Jurisdiction goes to the root of the matter and is required to be decided as a preliminary issue. It is settled law that claims under Sections 71 and 72 of RERA are exclusively triable by the adjudicating officer. Since the complainants have sought compensation under Section 18(3), the complaints are liable to be rejected at the threshold as not maintainable before this Authority.

d. The respondent-promoter further submits that in several complaints, notarised copies of the complaints have not been uploaded. Consequently, the factual assertions made therein remain unverified and cannot be accepted at face value.

e. Without prejudice to the preliminary objections, the respondent-promoter submits that the respective Agreements for Sale executed between the parties clearly stipulate the date of possession, subject to mitigating events and force majeure contingencies as provided under the relevant clauses of the agreements. The possession timelines were expressly extendable in accordance with the contractual terms.

f. The Agreements for Sale have neither been challenged nor disputed by the complainants and are binding upon them. Section 18 of RERA can be invoked only in cases of delay beyond the agreed contractual timelines. In the present cases, there is no delay in possession when the agreements are read holistically along with the relevant clauses governing extensions.

g. The respondent-promoter submits that from 23.03.2020, a nationwide lockdown was imposed due to the COVID-19 pandemic, resulting in a complete shutdown of construction activities. Taking cognizance of the pandemic, this Authority, vide suo motu orders dated 18.05.2020 and 06.08.2021, granted extensions aggregating to 12 months to all ongoing projects, including the respondent's project. These orders have attained finality and are squarely applicable to the present complaints.

h. Reliance is placed on the decision of this Authority in *Bhakta Bansal Patnaik & Jasmita Kar vs. Indiabulls Properties Private Limited & Anr.,* order dated 08.07.2022, wherein it was held that the COVID-19 extension period exempts the promoter

from payment of interest for the extended duration. Being a decision of a coordinate bench, the same deserves to be applied to the present complaints.

i. At the time of registration of the project, the declared date of completion was duly disclosed on the RERA portal. The project was granted extensions from time to time by the competent authority, strictly in accordance with law. These revised timelines were in the public domain and were never objected to by the complainants.

j. The complainants continued to make payments without protest and accepted the revised timelines. Having acquiesced to the extensions, the complainants are barred under Section 55 of the Indian Contract Act, 1872, from claiming compensation on the alleged ground of delay.

k. The respondent-promoter submits that the complainants chose to await possession without issuing any notice reserving their alleged right to claim compensation. On this count as well, their claims are barred under Section 55 of the Indian Contract Act, 1872.

l. It is further submitted that compensation under Section 18(3) of RERA cannot be granted on mere assertions. The complainants have failed to plead or establish any breach of the Agreements for Sale. In the absence of violation of contractual timelines, no cause of action under Section 18(3) arises.

m. The respondent-promoter submits that despite circumstances beyond its control, the project has reached an advanced stage of completion, including completion of structural work and internal finishing activities. Imposition of monetary liability at this stage would adversely affect project funds and jeopardise the interests of all allottees, including the complainants.

n. The respondent-promoter submits that this Authority has, in several matters, adopted a consistent approach of deferring monetary claims in order to safeguard project completion. Decisions of coordinate benches reflecting this approach have been relied upon by the respondent-promoter.

o. In relation to any subvention or assistance schemes, the respondent-promoter submits that it has not committed any default and has extended requisite assistance and assurances to the complainants. The Hon'ble Appellate Tribunal

in *Vinay Singh vs. Kapstone Constructions Pvt. Ltd.*, Appeal No. AT006000000010870, order dated 10.08.2022, has held that EMI or pre-EMI payments do not fall within the scope of RERA.

p. The respondent-promoter reiterates that there is no delay in possession as per the Agreements for Sale, that the complaints have been filed in an incorrect form before an incompetent forum, and that no reliefs as prayed for can be granted.

q. For the aforesaid reasons, the respondent-promoter submits that the captioned complaints are not maintainable, deserve dismissal, and that the project ought to be permitted to proceed towards completion without any monetary impediment.

7. Before moving ahead, the following observations are noteworthy:

a. The complainants at Sr. Nos. 1 to 5 are primarily seeking handover of possession along with compensation for delay in possession.

b. In the absence of the Occupancy Certificate on record, it is evident that the project is not yet complete. The extended date of completion is 30.12.2027.

c. It is observed from the reliefs that the complainants at Sr. No. 1 and 3 have purchased their subject flats under subvention scheme. The Authority notes that the nature of the payment scheme under which the subject flats were purchased does not impede or affect the adjudication process under Section 18. What is material under Section 18 is whether there has been a failure by the promoter to hand over possession of the apartment in accordance with the terms of the Agreement for Sale. Therefore, the Authority, being unconcerned with the nature of the payment scheme, proceeds to adjudicate the present complaint on merits.

d. The respondent-promoter has raised a preliminary objection regarding the maintainability of the present complaints on the ground that the complainants have sought compensation under Section 18(3) of the Act while filing the complaints in Form 'A' under Section 31, contending that such claims are required to be adjudicated by the Adjudicating Officer. The Authority notes that the principal relief sought by the complainants is handover of possession of the

subject flats, which squarely falls within the jurisdiction of this Authority under Section 18(1) of the Act. The relief of compensation under Section 18(3), if any, is severable and required to be adjudicated by the Adjudicating Officer in accordance with law. Merely because the complainants have also sought compensation, the complaints cannot be held to be not maintainable before this Authority. The objection raised by the respondent-promoter is therefore rejected. Accordingly, this Authority proceeds to adjudicate the issue of delay in handing over possession of the subject flats to the complainants in accordance with Section 18 of the Act and the terms of the Agreement for Sale.

8. From the facts, submissions, and observations, the issues that need to be considered is that *whether the complainants at Sr. Nos. 1 to 5 are entitled to any relief under the provisions of the Act?*

9. To examine the issue framed at paragraph 8, pertaining to the reliefs claimed under Section 18 of the Act—namely, handover of possession by the complainants at Sr. Nos. 1 to 5—the Authority shall consider the provisions of Section 18 of the Act. Section 18(1) clearly provides that if the promoter fails to complete the project or is unable to hand over possession of the apartment as per the allotment letter/ agreement for sale, or by the date specified therein, and the allottee chooses to withdraw from the project, the promoter is liable, to refund the entire amount received in respect of the unit along with interest at the prescribed rate. Alternatively, if the allottee does not wish to withdraw from the project, the promoter is liable to pay interest for every month of delay until possession is handed over, at the prescribed rate.

10. Thus, as per section 18 the essentials to seek relief 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 project.

11. The Authority consistently holds that the remedy under Section 18 becomes available to the allottee only after the promised date of possession or completion has expired. This establishes a clear and objective trigger for promoter liability. Section 18 is an "*absolute provision"*, meaning it does not provide for any waiver, disclaimer, or exception. This interpretation signifies a strict liability regime for promoters regarding project timelines, placing the onus squarely on them to deliver as promised. This strong stance is designed to protect allottees from the financial and emotional distress caused by delayed projects, irrespective of the reasons cited by the promoter.

12. In the present case, in the absence of the Occupancy Certificate on record, it is evident that the project is not yet complete. As per the respective agreement for sale of the complainants, the promoter was obligated to hand over possession in the years 2023 and 2024, as observed from the facts table mentioned hereinabove at paragraph no. 4. This factual position clearly indicates a default on the part of the promoter and constitutes a breach of the contractual obligations under the respective agreement for sale and as per section 18 of the Act.

13. Therefore, after considering the observations, the provisions of the Act, the facts of the case, the submissions of the parties, and the material placed on record, the Authority hereby concludes that the promoter has failed to hand over possession along with the occupation certificate by the promised date of possession as per their respective agreement for sale. Thus, the issue framed at **paragraph no. 8** is answered in the **affirmative in respect of all the complaints at Sr. Nos. 1 to 5**. Accordingly, the complainants at Sr. Nos. 1 to 5 are entitled to interest for delay in possession. For determining the period of delay and for calculation of interest, the Authority shall consider the date of possession as promised in the agreement for sale till the handover of possession with OC, as more specifically recorded in paragraph no. 14 hereinbelow.

14. The following table outlines the computation of interest on the amount paid in respect of the relief granted under the Act for complaints at Sr. Nos. 1 to 5.

SR. NO.	COMPLAINT NO.	WING-F FLAT NO.	DATE OF AFS	SPECIFIC DATE OF POSSESION	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
1.	CC12502088	603	29.06.2019	31.12.2023	01.01.2024	Till the handover of possession with OC
2.	CC12502089	801	26.09.2022	30.12.2024	31.12.2024	
3.	CC12502107	1104	01.06.2019	31.12.2023	01.01.2024	
4.	CC12502110	1705	25.10.2019	31.12.2023	01.01.2024	
5.	CC12502111	1704	25.10.2019	31.12.2023	01.01.2024	

15. With respect to the payment of interest, it is observed that the promoter is entitled to claim the benefit of the "*moratorium period*" granted under MahaRERA Notifications/Orders Nos. 13, 14, and 21, dated 02.04.2020, 18.05.2020 and 06.08.2021 respectively, in respect of complaints at Sr. Nos. 1, 3, 4 and 5 as the Agreement for Sale were executed prior to the outbreak of the pandemic and the promised possession dates fall within the period covered by the aforesaid MahaRERA Notifications/Orders, the promoter shall be entitled to claim the benefit of the moratorium period while computing the delay and the corresponding interest liability. However, for complaints at Sr. Nos. 2 the promoter is not entitled to claim the benefit of moratorium as the agreement for sale was executed after the outbreak of the pandemic in the year 2022 and the promoter was aware of the situation still promised the possession dated in the year 2024.

16. It is further noted that all the complainants have sought compensation on account of delay in handing over possession. With respect to this prayer for compensation, the Authority grants liberty to all the complainants at Sr. Nos. 1 to 5 to approach the Adjudicating Officer individually, by filing a fresh application, for the limited purpose of computation and determination of compensation in their respective complaints.

FINAL ORDER

17. 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 **complaints at Sr. Nos. 1 to 5 are allowed** and the respondent promoter is directed to handover possession of their respective flats along with OC and complainants are entitled to claim interest for delayed possession from the date as mentioned in the table at paragraph no. 14 hereinabove.

B. Further, the interest for delay shall be applicable from the date mentioned in column namely 'INTEREST TO BE PAID FROM' in the table at paragraph no. 14 hereinabove 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 mentioned in column namely 'INTEREST TO BE PAID TILL' to be paid within a period of sixty (60) days from the date of this order.

C. Further any interest accruing up to date of actual handover of possession subsequent to payment of above to be paid in one instalment within thirty (30) days of actual handover of possession with occupancy certificate. 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 complaints at Sr. Nos. 1 to 5.

D. The respondent promoter is entitled to claim the benefit of "moratorium period" as mentioned in the Notifications / Orders Nos. 13, 14 and 21 dated 02.04.2020, 18.05.2020 and 06.08.2021 respectively issued by the Authority in complaints at Sr. Nos. 1, 3, 4 and 5 and is not entitled to claim for complaint at Sr. Nos. 2 for the reasons as stated above at para no. 15.

E. The complainants at Sr. Nos. 1 to 5 are at liberty to approach the Adjudicating Officer for the limited purpose of determination and computation of compensation vide a fresh application.

F. It is clarified that the expression "amount paid" shall be confined to the consideration amount paid by the complainants towards the unit, and shall not include stamp duty, registration fees, taxes, or any other statutory charges remitted to the Government.

G. No order as to costs.

MANOJ SAUNIK Digitally signed by MANOJ SAUNIK Date: 2026.02.14 10:47:42 +05'30'

Manoj Saunik
Chairperson, MahaRERA