THE MAHARASHTRA
REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through hybrid mode

COMPLAINT NO. CC12503642

1. SHASHI KUMAR YADAV
2. ASHA YADAV …COMPLAINANTS

VS

S. D. CORPORATION PRIVATE LIMITED …RESPONDENT

MAHARERA PROJECT REGISTRATION NO. P51800019693

Order

April 9th ,2026

(*Date of hearing 10.03.2026- matter was reserved for order*)

Coram: Manoj Saunik, Chairperson, MahaRERA

Appearance of the Parties

Advocate Akshay Deshmukh a/w Sanket Kadam is present, and the complainants appeared in person.

Advocate Abir Patel is present for the respondent.

1. The complainants are the homebuyers and allottees within the meaning of section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**said Act**") of the Real Estate Regulatory Authority (hereinafter referred to as the "**RERA**") and the respondent is the promoter within the meaning of section 2 (zk) of the Act who has registered the project namely **"SIENNAA WING F"** under section 5 of the Act bearing **MAHARERA Project Registration No. P51800019693** ("**The Project**").

2. As per the MahaRERA project registration webpage, the proposed date of completion of the project is 30.12.2024. The extended date of completion is 30.12.2027. The said project has not obtained an occupancy certificate.

3. The complainants are seeking the following reliefs:

a) Be pleased to allow this complaint.

b) Be pleased to direct the Respondent to handover the possession of the Flat No.1205, admeasuring around 560.82 sq. feet of carpet area i.e. 52.10 sq. mtrs. On 12th habitable floor (8th 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 21st December 2020.

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 complainants 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.

f) Be pleased to direct the Respondent to pay the monthly rent of Rs. 40,000/- to the complainants till the handover of the possession of the flat.

g) Be please 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 deem fit and proper.

4. The complaint was heard on 10.03.2026 and the following roznama was recorded by this Authority:

"Heard both parties. Both parties are at liberty to file written notes of arguments by 17.03.2026. Matter is reserved for order from 18.03.2026."

5. The brief facts and submissions of the complainants are as follows:

A. The complainants submit that the present complaint was filed on 13.10.2025 in respect of Flat No. 1205 in the said project. An agreement for sale dated 21.12.2020 was executed between the parties, wherein the possession of the said flat was agreed to be handed over on or before 30.06.2024 (including 6 months of the grace period).

B. It is submitted that the complainants have paid a substantial amount towards the total sale consideration, thereby duly fulfilling the contractual obligations under the agreement for sale.

C. Despite the same, possession has not been handed over within the agreed timeline. Even after the COVID-19 extension granted vide order dated 06.08.2021, revising the possession date to 30.12.2024, the respondent has failed to complete the project.

D. It is submitted that there is no substantial progress in construction, and no definite timeline has been provided by the respondent.

E. Several requests and follow-ups have been made; however, no satisfactory response has been received. The assurances given in the meeting dated 03.03.2025 regarding the recommencement of construction have also not been fulfilled.

F. Due to the delay, the complainants are constrained to reside in rented premises, resulting in continuous financial burden and mental hardship.

G. It is submitted that the respondent has failed to discharge statutory obligations under the Real Estate (Regulation and Development) Act, 2016, particularly under Section 18.

H. In view of the above, the respondent is liable for delay, and the complainants are entitled to possession and/or compensation, along with other consequential reliefs. The present complaint is bona fide and filed in the interest of justice.

6. The brief submission of the respondent is as follows:

A. At the outset, the respondent submits that the present complaint is not maintainable in law or on the facts and is liable to be dismissed in limine. The complaint is neither notarised nor supported by duly verified true copies of documents and hence cannot be relied upon.

B. The respondent further submits that the complaint has been incorrectly filed in Form A before this Hon'ble Authority, whereas the reliefs sought pertain to compensation under Section 18(3) of the Real Estate (Regulation and Development) Act, 2016, which are required to be adjudicated by the Learned Adjudicating Officer under Form B. Accordingly, the present

complaint is not maintainable. The jurisdiction of this Hon'ble Authority to grant the reliefs sought is also denied.

C. The respondent submits that, as per clause 9 of the agreement for sale dated 21.12.2020, the agreed date of possession was 30.06.2024, subject to force majeure conditions.

D. The respondent submits that the COVID-19 pandemic and the nationwide lockdown from 23.03.2020, along with subsequent labour shortages, supply chain disruptions, and contractor issues, constituted force majeure events beyond the control of the Respondent, thereby impacting construction timelines.

E. It is further submitted that MahaRERA granted *suo motu* extensions vide orders dated 18.05.2020 and 06.08.2021, along with further extensions, the latest being dated 16.10.2025. In view thereof, the revised possession date was duly communicated to the complainants as 30.12.2025 vide email dated 18.01.2025.

F. The respondent submits that as on the date of filing of the complaint (13 October 2025), the extended timeline had not expired and hence no delay is attributable to the Respondent.

G. The respondent further submits that the complainants had knowledge of the extensions and, by their conduct, including continued correspondence without protest, have acquiesced to the revised timeline. The claim is also barred under Section 55 of the Indian Contract Act, 1872.

H. The allegations of mental agony and financial loss are denied as vague and unsupported by any documentary evidence. The respondent submits that the project is substantially progressed, with structural work completed and presently at the finishing stage. The Respondent acknowledges receipt of a substantial amount towards the consideration and applicable taxes from the complainants. In view of the above, the respondent prays that the present complaint be dismissed.

7. From the above facts and submissions made by the parties, the issue that needs to be considered is: *Whether the complainants are entitled to seek reliefs under the Act?*

8. Before moving to answer the issues framed hereinabove the following observations are noteworthy:

   A. It is observed that the promoter has failed to obtain the occupancy certificate. The extended date of completion of the project is 30.12.2027. It is further observed that, as per the date of possession agreed between the parties under the agreement for sale, i.e., 30.06.2024, there exists a delay of more than one year in handing over possession to the complainants as on date, and the same has not been delivered till date. It is, therefore, held that the respondent has failed to comply with its contractual as well as statutory obligation to hand over possession within the stipulated period.

   B. It is noted that the complainants have sought interest on account of delayed possession and have placed on record documentary evidence substantiating the payments made towards the consideration amount.

   C. It is determined that the amount paid towards consideration of the said flat/unit stands duly established on the basis of receipts and documents produced before the Authority.

   D. It is held that the reasons attributed by the respondent for the delay are neither sufficient nor legally tenable and do not justify the default committed by the respondent/promoter.

9. Moving ahead to examine the issue framed at para no. 7 pertaining to the reliefs sought under section 18 of the Act on account of delay in handover of possession, it is necessary to consider the scope and applicability of the said provision.

10. The essential ingredients for seeking relief under section 18 are:

   (i) Failure of the promoter to hand over possession in accordance with the terms of the contract executed between the parties within the stipulated time.

(ii) Inability of the promoter to complete the project within the agreed timeline.

11. Further, the provisions of section 18 make it clear that where the promoter fails to hand over possession in terms of the agreement for sale within the stipulated period, the allottee has the option either to withdraw from the project or to continue with the project and claim interest for the delay. In the present case, the complainants have elected to continue with the project and have sought interest for delayed possession.

12. It is, therefore, clear that the remedy under section 18 becomes enforceable only upon expiry of the agreed date of possession. It is further necessary to examine the agreement for sale and documents placed on record to ascertain the agreed date of possession. It is noted that the Authority has perused the registered agreement for sale executed between the parties, and it is an admitted position that the respondent has failed to hand over possession along with the occupancy certificate within the stipulated period. It is thus established that there is a delay on the part of the respondent.

13. As it is observed in the agreement for sale executed between the parties with respect to the said unit, the date of possession as per the agreement is on or before 30.06.2024, which shall be considered for the purpose of calculation of interest on account of the delay caused. Thus, the complainants are entitled to seek relief under section 18 of the Act with respect to the said flat from 01.07.2024 till the actual handover of possession of the said flat along with the occupancy certificate.

14. In view of the above, this Authority is of the considered opinion that the respondent has failed to hand over possession of the said flat within the agreed timeframe and has thereby contravened the provisions of section 18 of the Act. The complainants have opted to continue in the project, and are entitled to interest for delay in handing over possession from the date specified

hereinabove. Accordingly, the issue at paragraph no. 7 is answered in the affirmative.

15. With regard to the remaining reliefs sought by the complainants, save and except those granted under Section 18 of the Act, the same stand rejected as the complainants have failed to establish any independent legal entitlement for such additional reliefs.

16. Therefore, after considering the aforementioned observations, provisions of the Act, facts of the case, submissions of the parties and the material placed on record, this Authority concludes that the complaint deserves to be allowed to the extent of directing the respondent to hand over possession of the subject flat along with the occupancy certificate and to pay interest for the delay caused. Thus, the issue framed in paragraph no. 7 is answered in the **affirmative**.

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 captioned complaint is **allowed** for reasons more specifically mentioned hereinabove.

B. The complaints is **entitled** to claim interest for delay caused in delivering possession of the flats along with parking (if applicable) on the total amount paid to the respondents (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 more specifically mentioned in the **paragraph – 13** 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 actual handover of possession with occupancy certificate.

C. The total arrears of interest accrued shall be set off/ adjusted against any outstanding dues required to be paid by the complainants towards the cost of the subject flats, if any, and the remaining amount shall be paid by the respondent within **sixty days** from the date of this order. Further, any interest accruing up to the date of handover of possession after payment of the above is to be paid in one instalment within **thirty days** of handover of possession with an occupancy certificate.

D. The respondents are **NOT entitled** to claim the benefit of "moratorium period" as mentioned in the notifications/ order nos. 13, 14 and 21 dated 02.04.2020, 18.05.2020, and 06.08.2021, respectively, issued by the MahaRERA.

E. All other reliefs claimed by the complainants stand rejected, save and except what has been mentioned in paragraphs 17(A) to 16(D) hereinabove.

F. No order as to costs.

MANOJ SAUNIK
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Date: 2026.04.09 10:04:52 +05'30'

Manoj Saunik
Chairperson, MahaRERA