BEFORE THE MAHARASHTRA
REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through Hybrid Mode

COMPLAINT NO. CC12504511

BAIJU MARKRAND MEHTA
SHRUTI BAIJU MEHTA …COMPLAINANT/S

VS

S D CORPORATION PRIVATE LIMITED …RESPONDENT/S

MAHARERA PROJECT REGISTRATION NO. P51800019693

Order
July 9th, 2026
(*Date of hearing –10.06.2026- matter was reserved for order*)

Coram: Manoj Saunik, Chairperson, MahaRERA
Advocate Kunal Tiwari is present for complainants.
Advocate Abir Patel is present for the respondent.

1. The complainants 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 project.

2. The complainants are seeking the following reliefs:
    1. Direct the Respondent to hand over peaceful, vacant and lawful possession of Flat No. F-901 to the Complainants in a complete, finished and ready-for-occupation condition, strictly in accordance with the terms of the Agreement for Sale, along with all promised amenities, common facilities and requisite infrastructure, after obtaining a valid Occupancy Certificate/Part Occupancy Certificate from the competent authority.

2. Direct the Respondent to pay interest under Section 18 of the Real Estate (Regulation and Development) Act, 2016, at the rate prescribed by this Hon'ble Authority, on the amount of Rs. 1,25,42,229/- paid by the Complainants, from 01.01.2024 (being the day immediately succeeding the agreed date of possession) till the date on which actual physical possession is handed over.
3. Award compensation to the Complainants for the loss and injury suffered on account of the Respondent's delay, including compensation towards:
    a. mental agony, harassment and emotional distress;
    b. rent paid for alternate accommodation;
    c. additional EMI and interest burden;
    d. subvention-related charges, if any;
    e. financial losses and loss of opportunity; and
    f. such other consequential losses as this Hon'ble Authority deems fit.
4. Award costs of the present proceedings in favour of the Complainants.
5. Hold and declare that the Respondent has violated various provisions of the Real Estate (Regulation and Development) Act, 2016.
6. Pass such other and further order(s) as this Hon'ble Authority may deem fit and proper in the facts and circumstances of the present case, in the interest of justice and equity.

3. The complaint was heard by this Authority on 10.06.2026 *(listed at Sr. No. 28)* wherein the following roznama was recorded:

"Heard both parties. The parties are at liberty to file written notes of argument by 20.06.2026. The matter is reserved for order from 21.06.2026."

4. The brief facts of the complaint are as follows:

SR. NO.	COMPLAINT NO. /FILING DATE	WING-FLAT NO.	DATE OF AFS[1]	POSSESION DATE AS PER AFS	PURCHASE AMOUNT (INR)	RELIEFS *(in brief)*
1.	CC12504511 17.12.2025	F-901	29.05.2019	31.12.2023 *(as per clause 9 of AFS)*	1,41,84,243	Possession + interest

5. The relevant submissions of the complainants, in brief, are as follows:
    a. The complainants submitted that they booked Flat No. F-901 in the respondent's project and executed a registered Agreement for Sale on 29.05.2019 for a total consideration of Rs. 1,41,84,243/-. As per Clause 9 of the Agreement for Sale, the respondent had agreed to hand over possession of the said flat on or before 31.12.2023. The complainants contended that they had

[1] AFS- Agreement for Sale

paid a sum of Rs. 1,25,42,229/- towards the sale consideration in accordance with the stage-wise demands raised by the respondent.

b. The complainants further submitted that they had availed a home loan under the respondent's subvention/pre-EMI scheme, under which the respondent had undertaken to bear the pre-EMI interest till possession of the flat. However, after making such payments till October 2024, the respondent unilaterally discontinued the pre-EMI payments, compelling the complainants to bear the said liability. Despite their demand for reimbursement, the respondent merely assured adjustment of the amounts against future dues.

c. The complainants contended that the respondent failed to hand over possession by the agreed date of 31.12.2023. Though the respondent obtained extension of the project's registration up to 30.12.2027 and informed the complainants accordingly, such extension does not absolve the respondent of its statutory liability under the Act. The complainants submitted that the contractual possession date remains binding and that the respondent cannot rely upon the extension of project registration to defeat their rights.

d. The complainants further submitted that due to the respondent's failure to hand over possession, they continue to reside in rented premises and are incurring monthly rent, additional home loan interest, pre-EMI payments, and other financial losses. They also claimed to have suffered mental agony and harassment on account of the prolonged delay.

e. It was further submitted that the respondent's plea of waiver, acquiescence and estoppel is untenable, as the complainants had never relinquished their statutory rights under the Act. According to the complainants, disputes arising from the respondent's breach of the subvention scheme are intrinsically connected with delayed possession and are therefore within the jurisdiction of this Authority.

f. Accordingly, the complainants prayed for a direction to the respondent to hand over possession of the flat, pay interest for delayed possession under Section 18 of the Act, reimburse the pre-EMI amounts borne by them together with

interest, award compensation for the financial losses and mental agony suffered by them, and grant such other reliefs as deemed fit.

6. The relevant submissions of the respondent promoter, in brief, are as follows:
   a. The respondent promoter resisted the complaint by raising several preliminary and substantive contentions. Structurally, the promoter challenged the maintainability of the complaint, asserting that it was not filed in the prescribed format, was lacks proper notarization, and was unsupported by verified copies of documents, thereby making the allegations unacceptable at face value.
   b. On the merits of the delay, the promoter argued that under Clause 9 of the Agreement for Sale dated 29.05.2019, the original possession date of 31.12.2023 was explicitly conditional and subject to extensions for mitigating events. It was contended that the complainants, having accepted and acted upon the contract, are legally estopped from selectively disputing the extension clause while relying on the remaining terms. Furthermore, the promoter attributed the delay to force majeure events, specifically the COVID-19 pandemic and consequent lockdowns, which triggered shortages of labour and materials. The promoter highlighted that the Authority itself recognized these disruptions through its Orders dated 18.05.2020 and 06.08.2021, granting an aggregate extension of twelve months to project timelines.
   c. The promoter further submitted that the project's RERA registration, originally valid until 30.12.2023, was formally extended by this Authority up to 30.12.2027. It is stated that this revised timeline was communicated to the complainants via email on 27.10.2025. Because the complainants did not object or seek compensation at that time and chose to remain in the project, the promoter argued they had acquiesced to the new timeline and are estopped from asserting the original date of 31.12.2023.
   d. Currently, the project is stated to be in an advanced stage with internal finishing works underway, and the promoter assured that possession would be handed over upon obtaining the Occupation Certificate, contingent on the complainants clearing all outstanding dues. The promoter requested that, in

line with the Authority's consistent practice of prioritizing project completion, any interest payment be deferred until completion. It was maintained that no violation of the Act or the Agreement for Sale has been established, meaning no cause of action arises under Section 18 or Section 31 of the Act.

e. Lastly, regarding the subvention/pre-EMI scheme, the promoter claimed full compliance with the Tripartite Agreement and argued that home loan or EMI disputes fall outside this Authority's jurisdiction, placing reliance on the judicial decisions. Accordingly, the promoter prayed for the dismissal of the complaint with costs.

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

a. The complainants are primarily seeking handover of possession along with interest 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 submissions that the complainants 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. It is observed from the submissions of the respondent that the respondent has contended that the Complainants have sought only possession and not interest in the complaint, and therefore, no relief of interest can be granted as the same has not been specifically prayed for. However, upon perusal of the record, the Authority finds that although the online complaint briefly refers to the relief of handing over possession, the detailed hard copy of the complaint filed before the Authority on 08.12.2025 specifically and expressly seeks a direction for payment of interest on the amount paid by the Complainants. Accordingly, the contention

of the respondent that the Complainants have not sought the relief of interest is devoid of merit and cannot be accepted.

e. Further, even assuming, without admitting, that the copy of the complaint containing the detailed reliefs was not served upon the Respondent, such a contention would not disentitle the Complainants from claiming statutory interest. Under Section 18(1) of the Act, where an allottee elects to continue with the project and seeks possession instead of withdrawal, the promoter is statutorily liable to pay interest for every month of delay until the date of handing over possession. The entitlement to interest is a statutory consequence of delayed possession and is intrinsically linked with the relief of possession under the Act. Therefore, once delayed possession is established and the allottee seeks possession, the Authority is empowered to grant statutory interest notwithstanding any technical objection regarding the manner in which the relief has been pleaded.

8. From the facts, submissions, and observations, the issue that need to be considered is that *whether the complainants 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—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 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 clause 9 of the agreement for sale of the complainants, the promoter was obligated to hand over possession on or before 31.12.2023. This factual position clearly indicates a default on the part of the promoter and constitutes a breach of the contractual obligations under the 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 the agreement for sale. Thus, the issue framed at **paragraph no. 8** is answered in the **affirmative in respect of the present complaint**. Accordingly, the complainants 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.

SR. NO.	COMPLAINT NO.	WING-FLAT NO.	DATE OF AFS	POSSESION DATE AS PER AFS	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
1.	CC12504511	F-901	29.05.2019	31.12.2023	01.01.2024	Till the handover of possession with OC

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, 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.

16. It is further noted that the complainants have sought compensation on account of mental agony and financial losses. With respect to the prayer of compensation, the Authority grants liberty to the complainants to approach the Adjudicating Officer, by filing a fresh application, for the limited purpose of computation and determination of compensation.

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 **complaint is allowed,** and the respondent promoter is directed to handover possession of the flat 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 Agreement for sale.

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 for the reasons as stated above at para no. 15.

E. The complainants 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: 2026.07.09 09:50:00 +05'30'

Manoj Saunik
Chairperson, MahaRERA