BEFORE THE MAHARASHTRA

REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through Hybrid Mode

1. COMPLAINT NO. CC12600153

DEEPIKA JAYESH PAWAR …COMPLAINANT

A/W

2. COMPLAINT NO. CC12600154

MAHENDRA PARMAR …COMPLAINANT

A/W

3. COMPLAINT NO. CC12600249

CHIRANJIT CHATTOPADHYAY …COMPLAINANT

A/W

4. COMPLAINT NO. CC12600301

SARIT SAHA …COMPLAINANT

A/W

5. COMPLAINT NO. CC12600350

SHYAM DHANORKAR …COMPLAINANT

A/W

6. COMPLAINT NO. CC12600429

RAVI DWIVEDI …COMPLAINANT

A/W

7. COMPLAINT NO. CC12602582

PRAGATI GADADE …COMPLAINANT

A/W

8. COMPLAINT NO. CC12602604

VIDYA PARAB …COMPLAINANT

A/W

9. COMPLAINT NO. CC12601947

SUNIL SINGH …COMPLAINANT

A/W

10. COMPLAINT NO. CC12601948

DEEPAK SINGH …COMPLAINANT

VS

S D CORPORATION PRIVATE LIMITED …RESPONDENT

MAHARERA PROJECT REGISTRATION NO. P51800019693

Order

September 24th, 2026

(*Date of hearing –31.08.2026 and 07.09.2026- matters were reserved for order*)

Coram: Manoj Saunik, Chairperson, MahaRERA

Advocate Akshay Deshmukh is present for complainants at Sr. Nos. 1 to 8.
Advocate Sumit Chaudhary is present for complainants at Sr. Nos. 9 and 10.
Advocate Abir Patel is present for the respondent at Sr. Nos. 1 to 10.

1. The complainants at Sr. Nos. 1 to 10 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 30.04.2028, which includes the four-month extension granted vide order no. 66 dated 07.08.2026. The promoter has not obtained occupancy certificate (OC) for the project.

2. Since the reliefs sought in all the complaints at Sr. Nos. 1 to 10 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 10	CC12600153 CC12600154 CC12600249 CC12600301 CC12600350 CC12600429 CC12602582 CC12602604 CC12601947 CC12601948	**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 compensation towards mental agony, hardship and inconvenience caused to the Complainants due to the Respondent's acts and omissions. e) Be pleased to direct the Respondent to pay costs of the proceedings, including legal expenses incurred by the Complainants. f) 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. g) 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. h) 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 were heard before this Authority wherein the following roznama was recorded:

SR. NOS.	DATE OF HEARING	ROZNAMA RECORDED
1 to 8	31.08.2026 *(listed at Sr. Nos. 37 to 42, 45 and 46)*	*"Heard both the parties. The matter is reserved for order."*
9 and 10	07.09.2026 *(listed ta Sr. Nos. 23 and 24)*	*"Heard both parties. The matters are reserved for orders."*

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.	CC12600153 09.01.2026	1502	01.06.2019	31.12.2023 *(as per clause 9 of AFS)*	1,48,25,337	Possession with interest and Compensation
2.	CC12600154 09.01.2026	1302	11.09.2020	30.06.2024 *(as per clause 9 of AFS)*	1,31,55,847	Possession with interest and Compensation
3.	CC12600249 14.01.2026	505	11.04.2023	30.12.2024 *(as per clause 9 of AFS)*	1,34,94,796	Possession with interest and Compensation
4.	CC12600301 16.01.2026	805	26.09.2022	30.12.2024 *(as per clause 9 of AFS)*	1,33,05,830	Possession with interest and Compensation
5.	CC12600350 19.01.2026	605	04.09.2020	31.12.2023 *(as per clause 9 of AFS)*	1,26,97,634	Possession with interest and Compensation
6.	CC12600429 23.01.2026	401	12.06.2023	30.12.2024 *(as per clause 9 of AFS)*	1,30,25,950	Possession with interest and Compensation
7.	CC12602582 03.05.2026	201	31.07.2023	30.12.2024 *(as per clause 9 of AFS)*	1,29,48,590	Possession with interest and Compensation
8.	CC12602604 04.05.2026	101	17.08.2023	30.12.2024 *(as per clause 9 of AFS)*	1,29,48,590	Possession with interest and Compensation
9.	CC12601947 02.04.2026	1103	24.04.2019	31.12.2023 *(as per clause 9 of AFS)*	1,01,36,861	Possession with interest and Compensation
10.	CC12601948 02.04.2026	1102	24.04.2019	31.12.2023 *(as per clause 9 of AFS)*	1,44,28,576	Possession with interest and 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 complainant. The relevant submissions, in brief for complainants at Sr. Nos. 1 to 10, are as follows:

   a. The complainants submit that they have paid a substantial portion, ranging up to nearly the entire sale consideration, in strict accordance with the agreed

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payment schedule, relying on contractual assurances of timely possession. However, the respondent promoter failed to hand over possession within the contractually agreed timelines and unilaterally extended possession dates on multiple occasions without the complainants' consent. Such unilateral extensions are arbitrary, non-binding, and contrary to both the agreement for sale and the provisions of the Act.

b. The complainants emphasize that the prolonged delay is continuous and admitted by the respondent, who cited labour shortages, contractor exits, financial constraints, and project mismanagement. The complainants contend that these grounds constitute internal business risks within the promoter's domain rather than force majeure events. Having already availed all statutory COVID-19 extensions granted by the Authority, the respondent cannot rely on allied grounds to justify further delay extending into subsequent years.

c. The complainants argue that statutory liability under Section 18 of the Act is absolute and unconditional, entitling allottees to interest and compensation regardless of promoter negligence. The complainants have relied upon the various judgments and the order dated 26.12.2025 passed by the Authority.

d. Due to the delay, the complainants continue to endure severe financial hardship, simultaneously paying rent and home loan EMIs alongside enduring mental agony. The complainants submit that any retaliatory or coercive conduct by the respondent against allottees asserting their statutory rights reflects bad faith. Consequently, there is a clear and continuing deficiency in service, entitling the complainants to possession along with interest for delayed possession and compensation as claimed.

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

a. The respondent promoter has opposed the complaints and denied the allegations and claims made therein. It is contended that the complaints, insofar as they seek compensation, are not maintainable before the Authority and that

the complainants ought to approach the Adjudicating Officer for such reliefs. It is further contended that the claims for compensation have neither been properly pleaded nor proved by cogent evidence.

b. The respondent promoter submits that the agreements for sale provide for a stipulated possession date, subject to extension on account of the mitigating events specified therein. According to the respondent promoter, the possession timelines were mutually agreed and extendable and, therefore, there is no delay in possession in terms of the agreements for sale or under the Act. The complainants, having acted upon the agreements for sale, are stated to be estopped from disputing or selectively enforcing their clauses.

c. The respondent promoter submits that the progress of the project was adversely affected by the COVID-19 pandemic, lockdown restrictions, shortage of labour, difficulties in procuring materials and equipment, and ongoing geopolitical tensions. It is contended that the Authority granted Suo motu extensions in the project completion timelines vide orders dated 18.05.2020 and 06.08.2021, followed by a further extension of four months vide order dated 07.08.2026.

d. It is further submitted that the project completion date was extended up to 30.12.2027. The respondent promoter states that the revised possession timeline was communicated to the complainants and that the complainants continued with the transaction despite being aware of the extensions. On this basis, the respondent promoter contends that the complainants have acquiesced to the revised timelines and cannot claim interest from the original possession date.

e. The respondent promoter further submits that claims relating to pre-EMI, home-loan or loan servicing are outside the jurisdiction of the Authority.

f. It is contended that the complaints are not maintainable as there is no delay in possession or breach of the agreements for sale or the provisions of the Act. The respondent promoter has also submitted that the project is at the stage of internal works and that the progress of the project has been updated on the Authority's website. It is further contended that the claims of mental stress, financial hardship and other consequential losses are unsubstantiated and that the complainants are not entitled to any monetary reliefs.

7. Before moving ahead, the following observations are noteworthy:
   a. The complainants at Sr. Nos. 1 to 10 are primarily seeking handover of possession with interest for delay in possession along with compensation.
   b. In the absence of the occupancy certificate on record, it is evident that the project is not yet complete. The revised completion date is 30.04.2028, which includes the four-month extension granted vide order no. 66 dated 07.08.2026.
   c. It is observed from arguments of the respondent promoter that the complainants at Sr. Nos. 2, 5, 9 and 10 have purchased their subject flats under subvention scheme.
   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 the Section 18(3) of the Act while filing 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 with interest 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 for seeking possession with interest. 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 issue that needs to be considered is that *whether the complainants at Sr. Nos. 1 to 10 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 with interest by the complainants at Sr. Nos. 1 to 10, 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. The grounds advanced by the promoter for project delay may, subject to the facts and statutory provisions, entitle them to seek an extension of the completion timeline. However, these grounds cannot be pleaded as a defence to escape statutory liability under Section 18 of the Act. 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 **affirmative in respect of all the complaints at Sr. Nos. 1 to 10**. Accordingly, the complainants at Sr. Nos. 1 to 10 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 10.

SR. NO.	COMPLAINT NO.	WING-F FLAT NO.	DATE OF AFS[2]	SPECIFIC DATE OF POSSESION	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
1.	CC12600153	1502	01.06.2019	31.12.2023	01.01.2024	Till the handover of possession with OC
2.	CC12600154	1302	11.09.2020	30.06.2024	01.07.2024	
3.	CC12600249	505	11.04.2023	30.12.2024	31.12.2024	
4.	CC12600301	805	26.09.2022	30.12.2024	31.12.2024	
5.	CC12600350	605	04.09.2020	31.12.2023	01.01.2024	
6.	CC12600429	401	12.06.2023	30.12.2024	31.12.2024	
7.	CC12602582	201	31.07.2023	30.12.2024	31.12.2024	
8.	CC12602604	101	17.08.2023	30.12.2024	31.12.2024	
9.	CC12601947	1103	24.04.2019	31.12.2023	01.01.2024	
10.	CC12601948	1102	24.04.2019	31.12.2023	01.01.2024	

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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, 9 and 10 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 to 8 the promoter is not entitled to claim the benefit of moratorium as the agreement for sale was executed after the outbreak of the pandemic and the promoter was aware of the situation while promising the possession date.

16. Further with respect to the prayer for compensation, the complainants are at liberty to approach the Adjudicating Officer individually, by filing a separate 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 10 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 10.

D. It is hereby directed that where the respondent promoter has remitted any Pre-Equated Monthly Instalments (pre-EMIs) amounts under the subvention scheme to the financial institution/lender on behalf of the complainant(s), the respondent promoter shall be at liberty to set off and adjust the aggregate sum of such pre-EMI payments against the total accrued delay interest payable to the complainant(s).

E. 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, 9 and 10 only for the reasons as stated above at para no. 15.

F. The complainants at Sr. Nos. 1 to 10 are at liberty to approach the Adjudicating Officer for the limited purpose of determination and computation of compensation vide a fresh separate application.

G. 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.

H. No order as to costs.

MANOJ SAUNIK
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Manoj Saunik
Chairperson, MahaRERA