BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Complaint No. CC12600404
IN
Complaint No. CC12500071 (NC)

Santosh Somnath Chakor **..Complainant/s**

Vs

S. D. Corporation Private Limited **..Respondent/s**

MahaRERA Project Registration No. P51800019693

Coram: Shri Ashok Alaspurkar
Hon'ble, Adjudicating Officer,
MahaRERA.

Appearance:
Complainant/s: Appeared in person through VC

Respondent/s : Adv. Abir Patel present through VC

O R D E R
(13.07.2026)

1. The complainant booked Flat No. F-602 in respondent /promoter's project known as "SIENNAA WING F" bearing MahaRERA registration no.**P51800019693**. The agreement for Sale was executed on 29.12.2021 and the possession was agreed to be handed over on 30.06.2024. The agreed total consideration is Rs. 1,32,11,012/-. The complainant did not get possession and hence filed complaint no. CC12500071 claiming possession of the flat with interest and

compensation. The Hon'ble Chairperson decided the complaint by common order dated 26.12.2025. The present complaint is referred at Sr. no. 1. Following is the operative order:

> *"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. "

2. The respondent did not comply the order. Hence, the complainant filed present complaint seeking compliance of the order. The complainant has prayed as follows:

"The Complainant respectfully prays that this Hon'ble Authority be pleased to initiate execution / enforcement proceedings against the Respondent for wilful non-compliance of the MahaRERA Order dated 26/12/2025 passed in Complaint No. CC12500071. The Complainant further prays that the Respondent be directed to comply with the said Order forthwith, including payment of the amounts directed therein, along with applicable interest till the date of actual compliance, and that appropriate coercive steps be taken under the provisions of the Real Estate (Regulation and Development) Act, 2016 for continued non-compliance. "

3. The matter was pending before the Hon'ble Authority. The present execution proceeding has been transferred to this forum in pursuance of the order of delegation of Powers dated 05.04.2023.

4. The present complaint was placed before this forum as the complainant is claiming compliance of the order. The respondent has filed reply dated 15.04.2026. It is submitted that by order dated 26.12.2025, the Authority has allowed interest on paid consideration. However, it is directed to be adjusted against the payment due from the complainant at the time of handing over of possession. Since the possession is not handed over, the complaint is premature. There is no violation of any direction. This forum has no jurisdiction to decide the said complaint as per the law laid down by Newtech Promoters.

5. The complainant filed rejoinder and denied the contentions. It is also submitted that the order is enforceable at this stage.

6. The matter was heard on 24.02.2026 and 19.06.2026. From the submissions of the respondent, it is apparent that the respondent has not yet obtained OC.

7. As per clause (B) of the operative order, the complainant is entitled to interest on paid consideration w.e.f 01.07.2024 till the date of handing over of possession with OC. By clause (C), the said interest has to be set off against the payable dues at the time of handing over of possession with OC. In the circumstances, the complainant's entitlement to interest can be said to be only if it remains balanced after adjustment of dues payable to the complainant, at the time of possession. As such the present complaint as to execution of the order in complaint no. CC12500071 is liable to be disposed of with liberty to

the complainant to approach after the respondent obtains OC and hand over possession of the flat, as may be required.

ORDER

1. The present execution proceeding is disposed of.
2. The complainant is at liberty to approach after the respondent obtains OC and hand over possession of the flat, as may be required.
3. No order as to costs.

ASHOK LILADHAR ALASPURKAR

Digitally signed by ASHOK LILADHAR ALASPURKAR
Date: 2026.07.14 17:35:41 +05'30'

Date : 13.07.2026
Mumbai

(Ashok Alaspurkar)
Adjudicating Officer,
MahaRERA