

**BEFORE THE MAHARASHTRA
REAL ESTATE REGULATORY AUTHORITY, MUMBAI**

Hearing held through hybrid mode as per
MahaRERA Circular No.: 48/2025

1. COMPLAINT NO. CC12501388

ROSHAN MANJAPPA SALIAN, ...COMPLAINANT
LATAKSHI ROSHAN SALIAN

VS

NEWONE CONSTRUCTIONS PRIVATE ...RESPONDENT
LIMITED

a/w

2. COMPLAINT NO. CC12501391

ROSHAN MANJAPPA SALIAN, ...COMPLAINANT
LATAKSHI ROSHAN SALIAN

VS

NEWONE CONSTRUCTIONS PRIVATE ...RESPONDENT
LIMITED

a/w

3. COMPLAINT NO. CC12501393

ANAND VIJAY RAORANE ...COMPLAINANT
VRUSHALI ANAND RAORANE

VS

NEWONE CONSTRCTIONS PRIVATE ...RESPONDENT
LIMITED

a/w

4. COMPLAINT NO. CC12501395

SIDDHARTH SHARADCHANDRA TIWARI ...COMPLAINANT
SHWETA SIDDHARTH TIWARI

VS

NEWONE CONSTRUCTIONS PRIVATE LIMITED ...RESPONDENT

a/w

5. COMPLAINT NO. CC12501396

YUVRAJ YOGESHBHAI PANDYA ...COMPLAINANT
SARVAJIT YUVRAJ PANDYA

VS

NEWONE CONSTRUCTIONS PRIVATE LIMITED ...RESPONDENT

a/w

6. COMPLAINT NO. CC12501399

SHASHWAT SANJAY GOYAL
PRACHI URMIL DESAI

...COMPLAINANT

VS

NEWONE CONSTRUCTIONS PRIVATE LIMITED

...RESPONDENT

a/w

7. COMPLAINT NO. CC12501403

SACHIN RAMCHANDRA SHINGARE
ROHINI SACHIN SHINGARE

...COMPLAINANT

VS

NEWONE CONSTRUCTIONS PRIVATE LIMITED

...RESPONDENT

MAHARERA PROJECT REGISTRATION NO. P51800021913

Order

August 21st, 2025

(Date of hearing – 09.07.2025, matters were reserved for order)

Coram: Manoj Saunik, Chairperson, MahaRERA

Appearance of the Parties

Appearance of the Complainant/s	Appearance of the Respondent/s
Sr. No. 1 to 7 - Advocate Vivek Shukla	Mr. Anand Walke

1. The complainants at sr. nos. 1 to 7 are 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 Real Estate Regulatory Authority (hereinafter referred to as the “**RERA**”) and the respondent at sr. no. 1 to 7 is the promoter within the meaning of Section 2 (zk) of the said Act who has registered the project namely “**SATELLITE ELEGANCE**” under Section 5 of the said Act bearing **MahaRERA Project Registration No. P51800021913** (hereinafter referred to as the “**said project**”).

2. On the MahaRERA project registration webpage, the proposed date of completion is mentioned as 30.12.2024 and the extended date of completion of the project is mentioned as 29.12.2025. The said project is yet to receive the occupancy certificate.
3. The complainants are seeking the following reliefs:

Sr. No.	Complaint No.	Reliefs
1.	CC12501388	a) That this Hon'ble Authority be pleased to direct the respondent to complete the construction and deliver actual, physical possession of flat no. A-705 in the said project, Goregaon East, Mumbai (Carpet Area: approx. 39.67 sq. mtrs.), to the complainants within a fixed time frame, along with all required occupation and completion certificate, without any further delay or cost. b) That this Hon'ble Authority be pleased to direct the respondent to pay compensation to the complainants for delay in possession, comprising, Rs. 40,000/- per month as transit rent, from 01.07.2024 onwards with an increment of 10% per annum in it until actual possession, calculated on market rent for similar properties in Goregaon East; Rs. 5,00,000/- as lumpsum compensation for mental agony, hardship, harassment, and loss of opportunity caused by the respondent's wilful default; interest on all above amounts at the prescribed RERA rate (SBI MCLR + 2%) until final realization. c) That this Hon'ble Authority be pleased to invoke penal action against the respondent for its failure to comply with statutory obligations and MahaRERA directions, by imposing penalty under section 61, up to 5% of estimated project cost for contravening the provisions of RERA; by imposing penalty under section 63 for every day of continued default in complying with orders of MahaRERA. d) That this Hon'ble Authority may be pleased to direct the respondent to disclose on affidavit its complete list of movable and immovable assets, and further create a charge/lien over such assets to secure recovery of transit rent, compensation and deliver of possession of the flat to the complainants, restrict any transfer, alienation or third-party rights over the said flat or any unsold units in the project, till compliance is ensured. e) That this Hon'ble Authority be pleased to pass such other or further orders as this Hon'ble Authority may deem just and proper, including award of litigation costs in favour of the complainants.
2.	CC12501391	a) That this Hon'ble Authority be pleased to direct the respondent to complete the construction and deliver actual, physical possession of flat no. B-1701 in the said project, Goregaon East, Mumbai (Carpet Area: approx. 58.99 sq. mtrs.), to the complainants within a fixed time frame, along with all required occupation and completion certificate, without any further delay or cost.

		b) That this Hon'ble Authority be pleased to direct the respondent to pay compensation to the complainants for delay in possession, comprising, Rs. 60,000/- per month as transit rent, from 31.12.2024 onwards with an increment of 10% per annum in it until actual possession, calculated on market rent for similar properties in Goregaon East; Rs. 5,00,000/- as lumpsum compensation for mental agony, hardship, harassment, and loss of opportunity caused by the respondent's wilful default; interest on all above amounts at the prescribed RERA rate (SBI MCLR + 2%) until final realization. c) That this Hon'ble Authority be pleased to invoke penal action against the respondent for its failure to comply with statutory obligations and MahaRERA directions, by imposing penalty under section 61, up to 5% of estimated project cost for contravening the provisions of RERA; by imposing penalty under section 63 for every day of continued default in complying with orders of MahaRERA. d) That this Hon'ble Authority may be pleased to direct the respondent to disclose on affidavit its complete list of movable and immovable assets, and further create a charge/lien over such assets to secure recovery of transit rent, compensation and deliver of possession of the flat to the complainants, restrict any transfer, alienation or third-party rights over the said flat or any unsold units in the project, till compliance is ensured. a) That this Hon'ble Authority be pleased to pass such other or further orders as this Hon'ble Authority may deem just and proper, including award of litigation costs in favour of the complainants.
3.	CC12501393	a) That this Hon'ble Authority be pleased to direct the respondent to complete the construction and deliver actual, physical possession of flat no. B-2401 in the said project, Goregaon East, Mumbai (Carpet Area: approx. 58.99 sq. mtrs.), to the complainants within a fixed time frame, along with all required occupation and completion certificate, without any further delay or cost. b) That this Hon'ble Authority be pleased to direct the respondent to pay compensation to the complainants for delay in possession, comprising, Rs. 60,000/- per month as transit rent, from 01.07.2024 onwards with an increment of 10% per annum in it until actual possession, calculated on market rent for similar properties in Goregaon East; Rs. 5,00,000/- as lumpsum compensation for mental agony, hardship, harassment, and loss of opportunity caused by the respondent's wilful default; interest on all above amounts at the prescribed RERA rate (SBI MCLR + 2%) until final realization. c) That this Hon'ble Authority be pleased to invoke penal action against the respondent for its failure to comply with statutory obligations and MahaRERA directions, by imposing penalty under section 61, up to 5% of estimated project cost for contravening the provisions of RERA; by imposing penalty under section 63 for every day of continued default in complying with orders of MahaRERA. d) That this Hon'ble Authority may be pleased to direct the respondent to disclose on affidavit its complete list of

		movable and immovable assets, and further create a charge/lien over such assets to secure recovery of transit rent, compensation and deliver of possession of the flat to the complainants, restrict any transfer, alienation or third-party rights over the said flat or any unsold units in the project, till compliance is ensured. a) That this Hon'ble Authority be pleased to pass such other or further orders as this Hon'ble Authority may deem just and proper, including award of litigation costs in favour of the complainants.
4.	CC12501395	a) That this Hon'ble Authority be pleased to direct the respondent to complete the construction and deliver actual, physical possession of flat no. A-2601 in the said project, Goregaon East, Mumbai (Carpet Area: approx. 58.99 sq. mtrs.), to the complainants within a fixed time frame, along with all required occupation and completion certificate, without any further delay or cost. b) That this Hon'ble Authority be pleased to direct the respondent to pay compensation to the complainants for delay in possession, comprising, Rs. 60,000/- per month as transit rent, from 01.07.2024 onwards with an increment of 10% per annum in it until actual possession, calculated on market rent for similar properties in Goregaon East; Rs. 5,00,000/- as lumpsum compensation for mental agony, hardship, harassment, and loss of opportunity caused by the respondent's wilful default; interest on all above amounts at the prescribed RERA rate (SBI MCLR + 2%) until final realization. c) That this Hon'ble Authority be pleased to invoke penal action against the respondent for its failure to comply with statutory obligations and MahaRERA directions, by imposing penalty under section 61, up to 5% of estimated project cost for contravening the provisions of RERA; by imposing penalty under section 63 for every day of continued default in complying with orders of MahaRERA. d) That this Hon'ble Authority may be pleased to direct the respondent to disclose on affidavit its complete list of movable and immovable assets, and further create a charge/lien over such assets to secure recovery of transit rent, compensation and deliver of possession of the flat to the complainants, restrict any transfer, alienation or third-party rights over the said flat or any unsold units in the project, till compliance is ensured. e) That this Hon'ble Authority be pleased to pass such other or further orders as this Hon'ble Authority may deem just and proper, including award of litigation costs in favour of the complainants.
5.	CC12501396	a) That this Hon'ble Authority be pleased to direct the respondent to complete the construction and deliver actual, physical possession of flat no. A-1803 in the said project, Goregaon East, Mumbai (Carpet Area: approx. 39.67 sq. mtrs.), to the complainants within a fixed time frame, along with all required occupation and completion certificate, without any further delay or cost. b) That this Hon'ble Authority be pleased to direct the respondent to pay compensation to the complainants for delay in possession, comprising, Rs. 40,000/- per month as

		transit rent, from 01.01.2024 onwards with an increment of 10% per annum in it until actual possession, calculated on market rent for similar properties in Goregaon East; Rs. 5,00,000/- as lumpsum compensation for mental agony, hardship, harassment, and loss of opportunity caused by the respondent's wilful default; interest on all above amounts at the prescribed RERA rate (SBI MCLR + 2%) until final realization. c) That this Hon'ble Authority be pleased to invoke penal action against the respondent for its failure to comply with statutory obligations and MahaRERA directions, by imposing penalty under section 61, up to 5% of estimated project cost for contravening the provisions of RERA; by imposing penalty under section 63 for every day of continued default in complying with orders of MahaRERA. d) That this Hon'ble Authority may be pleased to direct the respondent to disclose on affidavit its complete list of movable and immovable assets, and further create a charge/lien over such assets to secure recovery of transit rent, compensation and deliver of possession of the flat to the complainants, restrict any transfer, alienation or third-party rights over the said flat or any unsold units in the project, till compliance is ensured. e) That this Hon'ble Authority be pleased to pass such other or further orders as this Hon'ble Authority may deem just and proper, including award of litigation costs in favour of the complainants.
6.	CC12501399	a) That this Hon'ble Authority be pleased to direct the respondent to complete the construction and deliver actual, physical possession of flat no. B-3104 in the said project, Goregaon East, Mumbai (Carpet Area: approx. 65.96 sq. mtrs.), to the complainants within a fixed time frame, along with all required occupation and completion certificate, without any further delay or cost. b) That this Hon'ble Authority be pleased to direct the respondent to pay compensation to the complainants for delay in possession, comprising, Rs. 60,000/- per month as transit rent, from 31.12.2024 onwards with an increment of 10% per annum in it until actual possession, calculated on market rent for similar properties in Goregaon East; Rs. 5,00,000/- as lumpsum compensation for mental agony, hardship, harassment, and loss of opportunity caused by the respondent's wilful default; interest on all above amounts at the prescribed RERA rate (SBI MCLR + 2%) until final realization. c) That this Hon'ble Authority be pleased to invoke penal action against the respondent for its failure to comply with statutory obligations and MahaRERA directions, by imposing penalty under section 61, up to 5% of estimated project cost for contravening the provisions of RERA; by imposing penalty under section 63 for every day of continued default in complying with orders of MahaRERA. d) That this Hon'ble Authority may be pleased to direct the respondent to disclose on affidavit its complete list of movable and immovable assets, and further create a charge/lien over such assets to secure recovery of transit rent, compensation and deliver of possession of the flat to the

		complainants, restrict any transfer, alienation or third-party rights over the said flat or any unsold units in the project, till compliance is ensured. e) That this Hon'ble Authority be pleased to pass such other or further orders as this Hon'ble Authority may deem just and proper, including award of litigation costs in favour of the complainants.
7.	CC12501403	a) That this Hon'ble Authority be pleased to direct the respondent to complete the construction and deliver actual, physical possession of flat no. B-2303 in the said project, Goregaon East, Mumbai (Carpet Area: approx. 65.96 sq. mtrs.), to the complainants within a fixed time frame, along with all required occupation and completion certificate, without any further delay or cost. b) That this Hon'ble Authority be pleased to direct the respondent to pay compensation to the complainants for delay in possession, comprising, Rs. 60,000/- per month as transit rent, from 01.07.2024 onwards with an increment of 10% per annum in it until actual possession, calculated on market rent for similar properties in Goregaon East; Rs. 5,00,000/- as lumpsum compensation for mental agony, hardship, harassment, and loss of opportunity caused by the respondent's wilful default; interest on all above amounts at the prescribed RERA rate (SBI MCLR + 2%) until final realization. c) That this Hon'ble Authority be pleased to invoke penal action against the respondent for its failure to comply with statutory obligations and MahaRERA directions, by imposing penalty under section 61, up to 5% of estimated project cost for contravening the provisions of RERA; by imposing penalty under section 63 for every day of continued default in complying with orders of MahaRERA. d) That this Hon'ble Authority may be pleased to direct the respondent to disclose on affidavit its complete list of movable and immovable assets, and further create a charge/lien over such assets to secure recovery of transit rent, compensation and deliver of possession of the flat to the complainants, restrict any transfer, alienation or third-party rights over the said flat or any unsold units in the project, till compliance is ensured. e) That this Hon'ble Authority be pleased to pass such other or further orders as this Hon'ble Authority may deem just and proper, including award of litigation costs in favour of the complainants.

4. The captioned complaints were heard on 09.07.2025, wherein the following roznama was recorded by the Authority:

Sr. No.	Complaint No.	Roznama recorded
1.	CC12501388	
2.	CC12501391	

3.	CC12501393	<i>Heard both parties. Both parties are at liberty to file written notes of arguments by 20.07.2025. Reserved for order from 21.07.2025.</i>
4.	CC12501395	
5.	CC12501396	
6.	CC12501399	
7.	CC12501403	

5. The brief and combined submissions of the complainants/ allottees at sr. nos. 1 to 7 are as hereunder:

- A. That, the complainants at sr. nos. 1 to 7 booked their respective flats with the respondent on the assurance that possession would be delivered by 30.06.2024, as reflected in the duly registered agreements for sale and commitments made by the respondent. However, despite repeated assurances and even extensions granted by the Authority, the respondent has failed to complete the project and handover possession within the stipulated timeline.
- B. That, all the complainants at sr. nos. 1 to 7 have made payments strictly in accordance with the construction linked schedule and demand notices issued by the respondent. The allegations of default by the respondent are false, baseless and malafide.
- C. That, the respondent is guilty of wilful delay and deficiency in service, as evident from the slow progress of construction, shifting timelines, lack of communication, and absence of a transparent and phase-wise construction schedule. That, do not absolve the respondent of its contractual and statutory obligations under the RERA Act.
- D. That, all the complainants' grievances extend to specific performance of the agreement for sale, timely possession of their allotted flats, and compensation, which fall within the jurisdiction of the Authority under sections 12 and 18 of the RERA Act, 2016.
- E. That, due to delay, the complainants' have been forced to incur heavy additional expenses towards alternate accommodation, causing severe

mental stress. Accordingly, they have claimed entitlement to transit rent and compensation for hardships suffered.

- F. That, upon inspection of the project, more than 40% of the construction work remains incomplete, interior works have not even commenced, and no realistic plan has been provided. Hence, it is impossible for the respondent to handover possession even by the extended deadline of 29.12.2025.
 - G. Accordingly, the complainants at sr. nos. 1 to 7 pray for transit rent, compensation and expeditious completion and possession of the flats.
6. The brief and common submissions of respondent/ promoter to the complaints filed by the complainants at sr. nos. 1 to 7 are as hereunder:
- A. That, any delay in completing the project and handing over possession is solely attributable to unforeseen and uncontrollable circumstances such as covid-19 pandemic, lockdowns, shortage of labour, and regulatory restrictions, all of which constitute force majeure under the RERA Act.
 - B. That, the original possession timelines stipulated under the respective agreements for sale were duly extended in accordance with law. MahaRERA, in exercise of its powers under section 6 of the Act, granted suo motu extensions of the project completion timelines. Thereafter, upon application made by the respondent and with the requisite consent of more than 51% of the allottees, MahaRERA further extended the project completion deadline up to 29.12.2025.
 - C. That, as long as the project is under a validly granted extension period, the respondent cannot be fastened with liability for rent, compensation, or interest claims by the allottees.
 - D. That, the respondent denies abandoning the project, indulging in unfair trade practices or committing deficiency in service.
 - E. That, several complainants themselves have defaulted in making timely payments of instalments under their respective agreements for sale. Although, the respondent is entitled to recover interest on delayed

payments, it has refrained from taking coercive steps, adopting a cooperative and conciliatory approach instead.

- F. That, the respondent reiterates its commitment to complete the project and handover possession within the revised completion date of 29.12.2025.
- G. That, the claims of the complainants for rent, compensation, interest, or penal action under section 61 and 63 of the Act are untenable in law as well as on facts, given the force majeure extensions and ongoing compliance by the respondent.
- H. Accordingly, the respondent prays that all complaints be dismissed as misconceived and untenable, as no cause of action survives during the force majeure extension period, and the respondent continues to diligently progress the project toward timely completion.

7. Brief facts of the complaints at sr. nos. 1 to 7 are hereunder represented in a tabular format:

Sr. No.	Complaint No./ Date of Filing	Flat No.	Date of AFS	Possession As Per AFS	Total Consideration (In Rupees)	Total Amount Paid (In Rupees)	Reliefs Sought
1.	CC12501388 26.04.2025	A-705	11.12.2020	30.06.2024	86,68,100/- (As per AFS)	67,86,906/- (As per complainant's written submissions)	Possession; Compensation along with Interest
2.	CC12501391 26.04.2025	B-1701	18.08.2023	30.12.2024	1,39,70,000/- (As per AFS)	1,09,25,937/- (As per complainant's written submissions)	Possession; Compensation along with Interest
3.	CC12501393 26.04.2025	B-2401	31.03.2021	30.06.2024	1,30,54,299/- (As per AFS)	1,02,19,558/- (As per complainant's written submissions)	Possession; Compensation along with Interest
4.	CC12501395 26.04.2025	A-2601	11.12.2020	30.06.2024	1,43,11,834/- (As per AFS)	1,12,05,808/- (As per complainant's written submissions)	Possession; Compensation along with Interest

5.	CC12501396 26.04.2025	A-1803	04.01.2020	31.12.2023	89,54,250/- (As per AFS)	70,09,859/- (As per complainant's written submissions)	Possession; Compensation along with Interest
6.	CC12501399 26.04.2025	B-3104	26.07.2022	30.12.2024	1,73,71,733/- (As per AFS)	1,35,86,433/- (As per complainant's written submissions)	Possession; Compensation along with Interest
7.	CC12501403 26.04.2025	B-2303	31.12.2020	30.06.2024	1,45,26,319/- (As per AFS)	1,17,07,329/- (As per complainant's written submissions)	Possession; Compensation along with Interest

8. From the facts and submissions made by the parties, the issue that needs to be answered is *whether the complainants at sr. nos. 1 to 7 are entitled to the reliefs claimed under the provisions of the Act?*

9. Before answering the issue framed herein above the following observations are noteworthy:

A. It is observed that the said project is yet to receive the occupation certificate.

B. It is observed that the complainants at sr. nos. 1 to 7 have relied upon their duly registered agreements for sale executed with the respondent, under which they have paid substantial amounts towards the consideration of their respective flats. The complainants allege that the respondent has failed to handover possession along with occupation certificate within the contractual timelines.

C. It is observed that the date of possession stipulated under the agreements for sale are 30.06.2024 for complainants at sr. nos. 1, 3, 4 and 7; 30.12.2024 for complainants at sr. nos. 2 and 6 and 30.12.2023 for complainant at sr. no. 5.

- D. It is pertinent to note that the dates of possession as per the agreements of sale in all complaints have passed and that the respondent/promoter is entitled to claim the moratorium period for the Covid pandemic for none except the complaint at Sr No. 5.
- E. However, it is observed that while the complainants have produced the registered agreements for sale, they have failed to place on record payment receipts, bank statements, or housing loan statements to substantiate that the payments were made to the respondent as per the agreed schedule and that there is no default on their part as claimed by the respondent. In the absence of such evidence, the Authority is unable to cross-verify the quantum of payments.
- F. Therefore, in view of the above, the Authority is not in possession of any actionable evidence to effectively adjudicate these matters. Consequently, the complaints are liable to be dismissed as non-maintainable at this stage due to lack of evidence.
- G. However, the complainants shall be at liberty to approach the Authority afresh with proper evidence.
- H. Thus, based on the observations made herein above the issue at paragraph no. 8 is answered in negative.

FINAL ORDER

10. 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. no. 1 to 7 are **dismissed** for reasons more specifically mentioned hereinabove.
- B. No order as to costs.

MANOJ SAUNIK
Digitally signed by
MANOJ SAUNIK
Date: 2025.08.21
17:18:29 +05'30'
Manoj Saunik
Chairperson, MahaRERA