

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

Complaint No. CC12601750

Anubhav Pansari

... Complainant

Versus

Newone Constructions Private Limited

... Respondent

MahaRERA Project Registration No. P51800021913

Coram: Shri. Mahesh Pathak, Hon'ble Member - I/ MahaRERA

C.A. Mr. Dilip Agarwal appeared for the complainant – through VC.

Ld. Adv. Sachin Karia appeared for the respondent – through VC.

ORDER

(Order Pronounced on Monday, 31st August 2026)

(Matter Reserved for Orders on 13-08-2026)

(Hearing Through Hybrid Mode)

1. The complainant above named has filed this online complaint before the MahaRERA on 27-03-2026, seeking directions from MahaRERA, to the respondent – promoter, to handover the possession and also to pay interest and compensation for delayed possession, as per the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA'), in respect of the booking of a flat bearing No. 1002 (having 65.96 sq. mtrs. carpet area equivalent to 710 sq. feet as per RERA, on 10th Floor, in B Wing in the respondent's registered project known as "**Satellite Elegance**" bearing MahaRERA project registration No. **P51800021913**, located at Goregoan East, Mumbai.
2. This complaint was heard by MahaRERA on 13-08-2026 as per the Circular No. 49 dated 12-09-2025 issued by MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior intimation of this hearing and they were also informed to file their written submissions if any. Accordingly, both parties appeared and made their submissions.



3. After hearing the arguments of both parties the following Roznama was recorded in this complaint on 13-08-2026 –

“Both parties are present. The respondent has filed its reply to the complaint, although late. Therefore, the complainant may file a rejoinder to the said reply of the respondent within a period of two weeks i.e., by 27-08-2026 along with written submissions. The respondent may also file its written submissions by the said date. The respondent has claimed that the project got delayed mainly due to issues of environmental clearance and diversion of a Nala (which matter was decided by the NGT and went right up to the Hon'ble Supreme Court). The said reasons are covered under the force majeure reasons mentioned in the agreement for sale, and therefore, considering the said force majeure reasons, the date of possession gets extended accordingly. The complainant refutes these contentions of the respondent on the ground that obtaining permissions on time is the duty of the respondent being a promoter. Admittedly, the Part OC for the flat of the complainant was received on 12-06-2026 (as mentioned in the previous Roznama). Therefore, both parties may complete the process of taking over and handing over possession immediately, as per the agreement for sale, after settling their accounts as per the bank statements, receipts and ledger accounts etc immediately. Admittedly, the project registration has been extended till December 2026. However, the date of possession mentioned in the agreement for sale was December 2024. Therefore, the complainant has prayed for possession along with interest for delay. In view of the above, the matter is reserved for orders suitably after 27-08-2026 based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed and the documents uploaded in the complaint.”

4. However, it has been brought to the notice of MahaRERA that both parties have settled the matter amicably. Accordingly, the complainant and the respondent have signed a withdrawal application on 26-08-2026, wherein it is mentioned that both parties have settled the matter amicably, and the complainant seeks to withdraw this complaint. The complainant has uploaded a copy of the said withdrawal application on record of MahaRERA on 26-08-2026. The respondent has also uploaded intimation letter of withdrawal application on record of MahaRERA on 27-08-2026. Hence, the said withdrawal application dated 26-08-2026 duly signed by both parties is accepted and taken on record.



5. In view of the above, since both the parties have settled the matter amicably, nothing survives in the complaint.
6. Consequently, the present complaint stands disposed of as settled and withdrawn.

MAHESH DINKAR PATHAK Digitally signed
by MAHESH
DINKAR PATHAK
Date: 2026.08.31
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(Mahesh Pathak)

Member - 1/MahaRERA

