BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

1. Complaint No. CC12503673

Harshil Hitesh Doshi ... Complainant/s

Versus

Satguru Corporate Services Pvt. Ltd. ... Respondent/s

Alongwith

2. Complaint No. CC12503675

Harshil Hitesh Doshi,
Harshil Doshi,
Sanjukta Pankaj Shah ... Complainant/s

Versus

Satguru Corporate Services Pvt. Ltd. ... Respondent/s

MahaRERA Project Registration No. P51800023072

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

Ld. Adv. Aseem Nafade appeared for the complainants.

Ld. Adv. Subit Chakrabarti a/w Adv. Khushnumah Banerjee i/b Vidhi Partners appeared for the respondents.

FINAL ORDER

(Order Pronounced on Wednesday, 10th June 2026)

(Matters reserved for orders on 07-04-2026)

(Hearing Through Hybrid mode)

1. The complainants above named have filed these 2 separate online complaints before the MahaRERA **on 15-10-2025 (Sr. Nos. 1 and 2),** mainly seeking directions from MahaRERA, to the respondent – promoter, to handover possession and compensation as prescribed under the provisions of the Real Estate **(Regulation &**

Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of the booking of their flats (as detailed in the below mentioned table at para- no.5- hereinafter referred to as the said flats), in the respondent's registered project known as "**4TH AVENUE Sunteck City, ODC, Goregaon West**" bearing MahaRERA registration No. **P51800023072** located at **Borivali. (hereinafter referred to as the said project).**

2. This complaint was heard by the MahaRERA on several occasions and the same were heard finally on **07-04-2026** as per 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. On the said dates of hearings, both parties appeared and made their submissions. The MahaRERA heard the submissions of the parties and also perused the available record.

3. After hearing the arguments of both parties, the following Roznamas were recorded in these complaints–

On 10-02-2026:- ***(Common roznama)***

"Both the parties are present. The complainants have filed these complaints for two flats in the project praying for possession along with interest for delay since the date of possession mentioned in the agreements for sale of March 2021 is September 2024. Since the OC for the flats has not been received, the complainants have filed these complaints and the project registration has also lapsed in December 2025. The complainants are directed to upload the agreement for sale for flat no. 2604 in the complaint at s.no.11(CC12503675) immediately. The respondent may file replies to the complaints within a period of four weeks i.e. by 10-03-2026 and also take steps to extend the project registration. The complainants may file rejoinders to the complaints within a further period of three weeks i.e. by 31-03-2026. The matters are adjourned to 07-04-2026 for final arguments by both side."

On 07-04-2026 : (Common roznama)

"Both parties are present. The respondent has filed replies to the complaints and the complainants have filed rejoinders to the said reply. Therefore, both the parties

may file written submissions within a period of two weeks i.e. by 21-04-2026. The respondent in its reply has pointed out that the OC for the flat of the complainants was received and possession letter has been issued. However, the complainants have not made the payments as per the said demand letter and have not obtained possession so far. Therefore, the complainants are in violation of section 19(10) of the RERA. Moreover, amounts are due as per sections 19/6 and 19/7 of the RERA. However, the complainants refute this contention of the respondent on the ground that the respondent has not adjusted the interest for delay and it is not clear whether the amounts paid by the complainants are appropriated towards consideration or towards the interest. The complainants have prayed for possession along with interest for delay from June 2025 onwards. In view of the above, the matters are reserved for orders suitably after 21-04-2026, based on the arguments in the hearing and the reply, rejoinder, written submissions and documents uploaded."

4. Pursuant to specific directions the complainants on 22-04-2026 (Sr. nos. 1 and 2), uploaded its written arguments on record of MahaRERA. The respondent has uploaded written submissions on record of MahaRERA on 23-04-2026. The MahaRERA has perused the available record.

5. The details of the flats (in these 2 complaints) booked by the complainants herein, dates of agreements for sale, dates of possession, total consideration, consideration paid, substantive reliefs are as per the table given below –

Sr no./ Complaint no./ Flat details	**AFS/ Possession dated**	**Total Consideration/ Consideration Paid**	**Reliefs**
1. CC12503673 Flat bearing no. 2603 on 26th floor, Tower-A	31-03-2021 30-09-2024-clause 25	Rs.1,49,00,000/- Entire amount paid	Possession and compensation
2. CC12503675 Flat bearing no. 2604 on 26th floor, Tower-A	31-03-2021 30-09-2024- clause 25	Rs.1,49,00,000/- Entire amount paid	Possession and compensation

6. It is the case of the complainants that they booked the said flat in the respondent's registered project and paid the entire consideration amount to the respondent, as reflected in the table at paragraph 5. The complainants submitted that no dues remained outstanding under the Agreement for Sale. However, the respondent demanded payment for the 26th-floor slab before obtaining the requisite Commencement Certificate, resulting in a temporary delay in bank disbursement. The complainants contended that all payments were subsequently made upon receipt of the necessary approvals. Thereafter, the respondent demanded compounded interest on alleged delayed payments while offering possession, despite there being no such provision in the Agreement for Sale or in any prior demand letters. Upon seeking clarification, the respondent acknowledged the issue and advised the complainants to pay the balance amount excluding the disputed interest, which they duly paid. Despite full payment, possession was not handed over. The complainants further submitted that the respondent later admitted delays in its calculations and communications but subsequently issued a termination letter alleging non-payment of principal amounts. According to the complainants, the termination was arbitrary, illegal, and contrary to the Agreement for Sale and previous correspondence. The respondent thereafter informed the complainants that the termination letter had been issued inadvertently and ought not to be acted upon. The complainants contended that possession ought to have been delivered by 30-06-2025 and that the respondent had illegally withheld possession on the basis of an unlawful demand for interest allegedly charged at 18% per annum compounded monthly. They further contended that the respondent had violated its obligations under Sections 18 and 19 of the Real Estate (Regulation and Development) Act, 2016. According to them, under Clause 28 of the Agreement for Sale, they were entitled to compensation and interest for the delay in handing over possession. Accordingly, through an Advocate's Notice dated 29-09-2025, they called upon the respondent to hand over possession, withdraw the unlawful interest demand, appropriately credit their payments, and compensate them for the delay, mental agony, and financial loss. As the respondent neither complied with nor replied to the said notice, the

complainants filed the present complaint seeking possession of the flat, interest for delayed possession, compensation, and legal costs.

7. The respondent has uploaded an application for correction of the Roznama on the record of MahaRERA on 18-02-2026 (Sr. No. 1). The respondent filed the said application under Section 39 of the RERA seeking rectification of the Roznama dated 10-02-2026. It was submitted that the Roznama incorrectly recorded that the Occupation Certificate for the said flats had not been received and that the project registration had lapsed in December 2025. The respondent contended that a Part Occupation Certificate dated 09-06-2025 had already been obtained for the project, covering the subject flat, and that the same had been communicated to the concerned allottees and uploaded on the MahaRERA portal. It was further submitted that the incorrect recording constituted an error apparent on the face of the record and therefore required correction. Accordingly, the respondent prayed that the Roznama dated 10-02-2026 be rectified by deleting the incorrect observations regarding the non-receipt of the Occupation Certificate and lapse of project registration, and by recording that a Part Occupation Certificate had been obtained on 09-06-2025.

8. The respondent uploaded its reply on the record of MahaRERA on 26-03-2026 (Sr. Nos. 1 and 2). The respondent submitted that the present complaint was devoid of merit and not maintainable, alleging that the complainants had suppressed material facts. It contended that it had obtained the Occupation Certificate on 09-06-2025 and had offered possession of the said flat on the same date, prior to the agreed possession date of 30-06-2025, subject to payment of outstanding dues. The respondent submitted that the complainants failed to make the requisite payments, ignored reminder letters and notices, and did not take possession despite repeated demands. Consequently, the respondent issued an intimation of cancellation and thereafter a termination notice in accordance with the Agreement for Sale. The respondent further contended that the complainants, being in breach of their contractual and statutory obligations under the RERA, were not entitled to seek possession, interest, or compensation. It argued that a terminated allottee could not claim relief under

Section 18 of the RERA and that there was no delay in handing over possession, as possession had been offered prior to the committed date. The respondent submitted that any alleged delay was attributable to unforeseen circumstances, including the COVID-19 pandemic, lockdowns, labour shortages, supply chain disruptions, and force majeure extensions granted by MahaRERA. According to the respondent, the project completion date stood extended and possession of the flat had already been offered on 09-06-2025 after receipt of the Occupation Certificate and prior to the agreed possession date of 30-06-2025. It was further contended that the complainants were bound by the terms of the Agreement for Sale, including provisions relating to extensions and force majeure. The respondent denied all allegations and maintained that the complainants were validly terminated allottees due to their failure to clear outstanding dues and take possession despite repeated demands, reminders, and notices. It further submitted that all payment demands were supported by Architect's Certificates and that the complainants themselves had delayed payments. According to the respondent, there was no violation of Section 18 of the RERA, as possession had been offered before the committed date, whereas the complainants had violated Sections 19(6), 19(7), and 19(10) of the RERA by failing to make payments and take possession. Accordingly, the respondent sought dismissal of the complaint with costs. Additionally, in Sr. No. 2, the respondent stated that the complainants had not uploaded a separate complaint in respect of the flat which is the subject matter of the present proceedings

9. The complainants uploaded their rejoinder on the record of MahaRERA on 28-03-2026 (Sr. Nos. 1 and 2). The complainants denied all allegations made in the respondent's reply and contended that the respondent had attempted to portray the dispute as a case of allottee default rather than unlawful withholding of possession. They submitted that the respondent had taken contradictory stands regarding receipt of the Occupation Certificate, first admitting before the Authority that it had received the Occupation Certificate and later denying the same, thereby demonstrating inconsistency and lack of bona fides. The complainants further stated that the respondent delayed filing its reply and served the same only after directions were

issued by the Hon'ble High Court. The complainants contended that the complaint was maintainable, as the respondent had raised arbitrary and non-contractual interest demands at the stage of possession, adjusted payments towards disputed interest instead of principal amounts, failed to hand over possession despite receipt of the agreed consideration, and thereafter sought to terminate the allotment to cover its own defaults. They maintained that possession was never unconditionally offered, as it was made subject to payment of the disputed interest amount. The complainants asserted that they had paid the outstanding principal amounts as advised by the respondent. They further argued that the respondent had failed to establish that its payment demands were supported by valid construction permissions and could not selectively rely upon the contractual obligations of the allottees while disregarding its own obligations under the Agreement for Sale and the RERA.

10. The complainants have uploaded their written submissions on the record of MahaRERA on 22-04-2026 (Sr. Nos. 1 and 2). The complainants reiterated that they had paid the entire agreed sale consideration and that the respondent had wrongly appropriated their payments towards a disputed interest component instead of adjusting the same towards the principal amount. They contended that the demand letter dated 09-06-2025 included a substantial interest claim which was non-contractual, unsupported by the Agreement for Sale, and therefore unlawful. The complainants argued that the respondent itself had advised them to clear only the principal outstanding while the interest dispute was under review and therefore could not subsequently treat the principal amount as unpaid. The complainants further submitted that the alleged interest claim was time-barred and that several payments on which interest had been charged were, in fact, made without delay. According to them, the possession letter dated 09-06-2025 did not constitute a valid or unconditional offer of possession, as it was made subject to payment of the disputed interest amount. Despite payment of the entire principal consideration by 24-06-2025, the respondent neither handed over possession on the agreed date of 30-06-2025 nor thereafter. The complainants submitted that they were always ready and willing to take possession and that the respondent's own records admitted lapses in

the possession process. They therefore contended that there was no violation of Section 19(10) of the RERA on their part and that the purported termination dated 16-09-2025 was void, being based on a manufactured default arising solely from the respondent's wrongful accounting and appropriation of payments.

11. The complainants further contended that the respondent's own records demonstrated that the termination was not genuine, as a subsequent CRM communication described the termination letter as having been issued inadvertently and not intended to be acted upon. They argued that the respondent had manufactured a dispute by raising an illegal interest demand, directing payment of only the principal amount, withholding possession despite compliance, and thereafter treating the disputed interest as an outstanding amount to justify termination. The complainants submitted that no Deed of Cancellation had been executed, no refund had been made, and the Agreement for Sale continued to subsist. Therefore, they remained valid and subsisting allottees entitled to relief under Section 18 of the RERA. They also highlighted the respondent's inconsistent stand regarding receipt of the Occupation Certificate and submitted that an adverse inference ought to be drawn against the respondent. According to the complainants, the lapse of the project's MahaRERA registration did not affect the Authority's jurisdiction or their rights under the registered Agreement for Sale. They asserted that the agreed possession date was 30-06-2025 and that possession had not been handed over despite payment of the principal consideration. Therefore, according to them, a violation of Section 18 of the RERA stood established. They further submitted that the respondent's reliance on COVID-related extensions was misplaced, as the dispute related to post-Occupation Certificate conduct, wrongful withholding of possession, disputed interest demands, and unlawful termination, rather than delay in construction. Accordingly, the complainants sought possession of the flat without payment of the disputed interest, adjustment of all payments towards the principal consideration, interest for delayed possession from 30-06-2025 until actual handover, compensation for financial loss and hardship, and costs of the proceedings

12. The respondent uploaded its written submissions on the record of MahaRERA on 23-04-2026 (Sr. Nos. 1 and 2), which are substantially a reiteration of the contents of its reply. The respondent submitted that the present complaint is not maintainable as it has been filed after receipt of the Occupation Certificate. It further contended that possession had already been offered and was admittedly refused by the complainants. The respondent also argued that terminated allottees are not entitled to claim relief under Section 18 of the RERA. It was further submitted that, both contractually and statutorily, the complainants are liable to pay interest for delay in making timely payments against the demands raised from time to time.

13. The MahaRERA has examined the rival submissions made by both parties and also perused the available record. The complainants who are the allottees of the said project registered by the respondent promoter, by filing these complaints under Section 31 of the RERA, have approached MahaRERA mainly seeking possession of their flats along with interest and compensation on account of the delay in handing over possession of the said flats to them on the agreed date of possession mentioned in their respective agreement for sale dated 31-03-2021. The complainants have alleged that the respondent has failed to handover possession of the said flats to them on the agreed date of possession i.e., on 30-09-2024 mentioned in the said agreements for sale.

14. The respondent on the other hand has refuted the aforesaid claims and contentions of the complainants by filing its reply on record of MahaRERA, as stated hereinabove.

15. At the outset, as far as the amendment application filed by the respondent on 18-02-2026 seeking correction of the Roznama dated 10-02-2026 is concerned, MahaRERA has noticed that the same does not survive for consideration, as the correct facts have already been recorded in the subsequent Roznama dated 07-04-2026.

16. Be that as it may, in the present case, on a bare perusal of the aforesaid submissions made by both parties and after perusing the available record, the following

observations are noteworthy:-

a) As far as the substantive issue of interest and compensation sought by the complainants, under section 18 of the RERA, the MahaRERA has noticed that admittedly, these complaints have been filed on 15-10-2025 seeking the said relief. Hence, before dealing with the facts of these complaints, it is pertinent to examine the term "possession" as contemplated under section 18 of the RERA, which reads as under:

"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, — (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

b) From the plain reading of section 18, it is very clear that if the promoter fails to handover possession as per the terms of the agreement for sale or as the case may be, by the specified date therein, the allotee has a choice either to withdraw from the said project or to stay with the project. In case the allotee chooses to stay in the project and take possession, they are entitled to claim interest for the delayed period of possession on the actual amount paid by him for every month of delay. Further, in case the allottee chooses to withdraw from the project, the promoter is liable to refund the amount paid by the allottee along with the interest.

c) Likewise, in the present case, the complainants alleging the violation of the aforesaid provisions of section 18 of the RERA, have approached MahaRERA

mainly seeking interest and compensation on account of the delay. They have contended that as per the said agreements for sale dated 31-03-2021, the respondent was liable to handover possession of the said flats to them on or before 30-09-2024. However, it has failed to do so. Hence, they have filed these complaints seeking such reliefs under Section 18 of the RERA.

d) Admittedly on the said agreed date, the possession was not handed over to the complainants. However, subsequently, the respondent has completed the said project and obtained Part OC for the same on 09-06-2025 and it has also offered possession of the said flats to them on 10-06-2025. However, the complainant have not obtained possession of the said flats offered to them and have filed these complaints before the MahaRERA on 15-10-2025 seeking reliefs under section 18 of the RERA. Admittedly, the complainants have filed these complaints after OC dated 09-06-2025 and also after offer of possession on 10-06-2025.

e) It shows that in the present case, on the date of filing of these complaints i.e. 15-10-2025, the complainants' flats were complete with an occupancy certificate, and the possession of the said flat s had already been offered to the complainants. The complainants have filed these complaints seeking relief towards interest and compensation for delayed possession of the said flats only on 15-10-2025, which was after completion of the flat and after offer of possession of the said flats.

f) In this regard, the MahaRERA is of the view that to ascertain violation of section 18 of the RERA, there are mainly two criteria which are necessary to be examined viz. i) whether the promoter has failed to complete the said project or unable to give possession of the flat in accordance with the terms and conditions of the agreement for sale and ii) by the date specified in the said agreement. Hence, the cause of action as enumerated under section 18 of the RERA was not surviving on the date of filing of these complaints. Hence, the MahaRERA is not inclined

to consider the claim of the complainants for interest and compensation for violation of section 18 of the RERA. If the complainants would have approached the MahaRERA seeking relief under section 18 of the RERA, when the cause of action was surviving for them in that event, the said claim of the complainants for interest could have been considered by the MahaRERA on merits.

g) Moreover, it is pertinent to note that the claim of interest for delay or compensation for delay in possession under section 18 of the RERA only triggers when the promoter fails to complete the project or is unable to give possession as per the date specified in the agreement for sale. However, in this case, the complaints were filed after the receipt of OC for the said flats and also after offer of possession of the said flats to the complainants. Thus, section 18 of the RERA is not left open to claim violation at any later point of time during the lifetime of the said project. The very essence of the said provisions of section 18 of the RERA is that the violation is evident on the date of filing of the complaint and not something that comes to notice at an unforeseeable date in the future. Hence, the MahaRERA prima facie feels that these complaints are not maintainable to seek reliefs under section 18 of the RERA.

h) Furthermore, it is pertinent to note that there are a number of orders passed by the Hon'ble Appellate Tribunal whereby the claim under section 18 of the RERA raised by the allottees has been entertained even after OC is obtained for the project. Such orders have been passed in the following matters viz:-

i) Order dated 13-1-2021 passed in Appeal No. AT006000000021407 (Suryakant Jadhav and Anr vs Bellissimo Hi-Rise Builders Pvt. Ltd and Ors),

ii) Order dated 5-05-2021 passed in Appeal No. AT006000000010452 (Rekha Sinha vs L & T.

iii) Order dated 6-02-2023 passed in Appeal No. ATO06000000053302 (Neera Gupta vs L &T).

i) However, it seems that the aforesaid judgements /orders passed by the Hon'ble

Appellate Tribunal have been stayed by the Hon'ble Bombay High Court in Second Appeals filed in the same. The said details are as under: -

i) Order dated 23-11-2021 passed in Second Appeal No. 298 of 2021 (M/s. Macrotech Developers Ltd vs Mr. Suryakant Jadhav and Ors).

ii) Order dated 08-07-2021 passed in Second Appeal (St) No. 12744 of 2021 (L& T Ltd vs Rekha Sinha). In the said appeal the Hon'ble Bombay High Court has admitted the said second appeal and framed the issue that "Whether, MahaRERA/ Appellate Tribunal retains jurisdiction under section 31 of the RERA in particular to enforce section 18 of the RERA in respect of a building after construction has been completed and OC received?.

iii) Order dated 15-01-2024 passed in Second Appeal (St) No. 29 of 2024 (L & T Ltd vs Neera Gupta). In the said matter also the same direction has been issued by the Hon'ble High Court as per sr. no. (ii) above.

j) In view of these facts, in the present case, the MahaRERA cannot accept the contentions of the complainants that they can seek interest and compensation even after the OC has been received for the said project and after possession of the said flats is obtained.

k) In addition to this, in the recent judgment dated 18-07-2025 passed by the Hon'ble Bombay High Court in Second Appeal No. 391 of 2025 (Linker matter), the Hon'ble Court examined whether an allottee can seek refund under Section 18 of RERA after the promoter has obtained OC and offered possession. The Hon'ble Court held that though the right to withdraw under Section 18(1) is unqualified in cases of failure to deliver possession, such right cannot be exercised indefinitely once possession is offered with a valid OC. Interpreting Sections 18 and 19 harmoniously, the Hon'ble Court observed that upon offer of possession with OC, Section 19(10) becomes operative and the allottee is bound to take possession within two months. Accordingly, the decision to withdraw must be exercised within a reasonable period of two months from the date of offer of possession with OC. The Hon'ble Court further clarified that allegations

of defective title fall under Section 18(2) and do not justify postponing the decision to accept possession. Consequently, the promoter's liability to refund with interest was restricted up to two months from the date of offer of possession with OC. Hence, in the present case, MahaRERA would be justified in rejecting the claim for interest post OC where the allottee has not opted to withdraw from the project within the stipulated time and has proceeded to accept possession.

l) Furthermore, by not obtaining possession of the said flats offered to them on 10-06-2025, the complainants have violated the provisions of section 19(10) of the RERA. Hence, they are not entitled to seek any equity from the MahaRERA.

m) Moreso, in the present case, MahaRERA has also noticed that the complainants have sought to justify their failure to obtain possession of the said flats on the ground that the respondent had raised a disputed demand towards interest and has not properly adjusted the amounts paid by them. However, MahaRERA is not inclined to accept this contention of the complainants. It is ostensibly because, admittedly, the respondent obtained the Part OC on 09-06-2025 and offered possession of the said flats to them on 10-06-2025. Hence, once possession was offered after receipt of the OC, the complainants were under a statutory obligation under Section 19(10) of the RERA to take possession of the flats within the prescribed period of 2 months. Further, any dispute regarding interest, adjustment of payments, or outstanding dues could have been raised separately. Hence, the said reason could not be a valid reason for refusing to take possession of the said completed flats. The complainants could have accepted possession and pursued their claims separately. Therefore, MahaRERA is of the view that the reasons given by the complainants for not taking possession of the said flats are not justified. Hence, the complainants cannot claim any benefit on account of their own failure to obtain possession despite a valid offer of possession having been made by the respondent.

17. In view of the aforesaid observations, MahaRERA does not find any merit in these

complaints filed for seeking reliefs under Section 18 of the RERA. However, in compliance with the principles of natural justice, the respondent is directed to hand over possession of the said flats to the complainants, subject to payment of the outstanding dues towards the consideration of the said flats. It is further made clear by MahaRERA that the complainant shall not be liable to pay any interest on account of delay in making the said payments, since these complaints have been pending for adjudication before MahaRERA from 15-10-2025. Both parties may decide the outstanding dues payable as per the agreement for sale by reconciling the amounts as per the payment receipts , bank statement and ledger accounts mutually.

18. With these observations and directions, both these complaints stand disposed of.

MAHESH DINKAR PATHAK
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Date: 2026.06.10 16:43:57 +05'30'

(Mahesh Pathak)

Member – 1/MahaRERA