BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

MUMBAI

1. Complaint No. CC12600795

Issak Ebrahim Bamboowala, Mr. Shoeb Issak Bamboowala ... Complainants

Versus

Satguru Corporate Services Pvt. Ltd. ... Respondent

2. Complaint No. CC12600796

Issak Ebrahim Bamboowala, Mr. Shoeb Issak Bamboowala ... Complainants

Versus

Satguru Corporate Services Pvt. Ltd. ... Respondent

3. Complaint No. CC12600817

Adil Yusuf Virani, Sara Adil Virani ... Complainants

Versus

Satguru Corporate Services Pvt. Ltd ... Respondent

4. Complaint No. CC12600886

Saba Anjum Mohammad Khalid Khan, Mohammad Khalid Khan ... Complainants

Versus

Satguru Corporate Services Pvt. Ltd. ... Respondent

5. Complaint No. CC12600980

Kavita Singh, Sudhir Kumar Jena ... Complainants

Versus

Satguru Corporate Services Pvt. Ltd ... Respondent

MahaRERA Project Registration No. P51800023072

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

Ld. Adv. Harshad Achrekar appeared for the complainants,

Ld. Adv. Tanuj Lodha appeared for the respondent. (All through VC).

ORDER

(Order Pronounced on Monday, 10th August 2026)

(Matters reserved for orders on 02-06-2026)

(Hearing through Hybrid Mode)

1. The complainants above named have filed these 5 separate online complaints before the MahaRERA on various dates (as detailed in the table of the below at para no. 5), mainly seeking directions from MahaRERA to the respondent to refund the paid amounts along with interest and compensation (the reliefs are more specifically mentioned hereinbelow in table at paragraph no. 5), as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of the booking of the flats as below mentioned table at para 5 hereinbelow (hereinafter referred to as 'said flats') in the respondent's registered project known as "**4TH AVENUE Sunteck City, ODC, Goregaon West**" bearing MahaRERA registration no. **P51800023072** located at **Oshiwara District Centre, Taluka-Borivali, District-Mumbai Suburban.** (hereinafter referred to as "said project")

2. These complaints were clubbed together and were heard by MahaRERA on several occasions and were heard on merits finally on 02-06-2026 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. On the said dates of hearing, both the parties appeared as per their appearances recorded in the Roznamas and made their respective submissions. The MahaRERA heard the submissions of both the parties and also perused the available record.

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

<u>On 07-04-2026 (sr. no. 1,2, 4, 5)</u>

"Both parties are present. Despite directions, the respondent has not filed any replies to the complaints. Therefore, the respondent is granted two weeks' time to file replies to the complaints as a last chance i.e. by 21-04-2026. The details of the allotments of the complainants' flats i.e. the date of agreement for sale, date of possession, total consideration and consideration paid are as per the table given below:

Sr. No/ Complaint No	*Flat Details*	*Date of Agreement for Sale Date of Possession*	*Total Consideration Consideration Paid*
17. CC12600795	*3707, Tower B – not covered*	*17-10-2023 - uploaded* *Clause 25 – 30-12-2025*	*Rs. 2,09,11,000/- Rs. 1,25,46,600/-*
18. CC12600796	*3708, Tower B – not covered*	*17-10-2023 - uploaded* *Clause 25 – 30-12-2025*	*Rs.2,18,11,000/- Rs. 1,30,86,600/-*
19. CC12600886	*3801 TOWER A 38TH FLOOR – not covered*	*23/03/2023 - uploaded* *Clause 25 – 30-03-2025*	*Rs.2,97,61,600/- Rs. 2,08,33,120/-*
20.CC12600980	*3704 on 37th floor, Tower B – not covered*	*18-03-2024 – uploaded* *Clause 25 – 30-12-2025*	*Rs.2,17,58,748/-* *Rs. 76,15,562/-*

Since the date of possession mentioned in the respective agreements for sale has lapsed, the complainants are paying for refund along with interest for delay, although admittedly the project registration is valid till December 2028. The complainants may file rejoinders to the replies of the respondent within a period of further two weeks, i.e. by 05-05-2026. The matters are adjourned to 19-05-2026 for final arguments for both sides.

<u>On 02-06-2026</u>

"Both the parties are present. Despite directions, the respondent has not filed any replies to these complaints except in Sr. No. 21 (CC12600886). The respondent in the said reply has contended that due to the issue of civil aviation clearance, the project got delayed. The respondent is granted one week's time i.e. till 09-06-2026 to file its reply to these complaints along with written submissions as a last chance. The complainants may file rejoinders to the said replies of the respondent within a further period of one week i.e. by 16-06-2026 along with written submissions. The

complainants refuted the contentions of the respondent with regard to the reason for delay in completing the project on the ground that the CC for their flats was already in place and the said issue of civil aviation clearance is for the floors beyond their floors in their respective towers. The date of possession mentioned in the respective agreement for sale is 30-12-2025, except the Sr. No. 21 (CC12600886), wherein the date of possession is 30-03-2025, and both dates have been lapsed. All the complainants (except in Sr. No. 20 - CC12600817) have prayed for refund along with the interest for delay. However, the complainants in Sr. No. 20 (CC12600817) prayed for possession along with interest and compensation for delay. The details of the allotments of the complainants' flats and the amounts paid have already been recorded in the previous Roznama. The details of the allotment of the complainant's flat in Sr. No. 20 (CC12600817), the date of agreement for sale, date of possession, total consideration and consideration paid are as per the table given below –

Complaint No	*Flat Details*	*Date of Afs* *Date of Possession*	*Total Consideration* *Consideration Paid*
CC12600817	*3701, 37th floor, B Wing – Not covered*	*12/04/2024 – uploaded* *clause 25 – 30-12-2025*	*Rs. 2,75,00,000/-* *Rs. 97,20,239/-*

The respondent has pointed out that the date for completion of the project mentioned in the respective agreements for sale is caveated by force majeure reasons and other issues which may crop up in completion of the project. Therefore, the said agreement for sale has to be read as a whole. However, the complainants refute these contentions of the respondent on the ground that there is a specific date mentioned for completion of the project which should be treated as a date for handing over possession. In case the respondent does not file any reply / written submissions, the MahaRERA will be constrained to decide these matters ex-parte against the respondent on merits, except in Sr. No. 21 (CC12600886). In view of the above, the matter is reserved for orders suitably after 30-06-2026 based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed in the complaint. "

4. Pursuant to the aforesaid directions given by the MahaRERA, both the parties have uploaded their respective submissions as enumerated in the table below. The same have been accepted and taken on record. The MahaRERA has perused the available record.

Sr. Nos / Complaint Nos	**Submission of the respondent**	**Submission of the complainants**
1. CC12600795	12/06/2026 – reply	16/06/2026 – application for non-consideration of document as well as rejoinder and ws
2. CC12600796	12/06/2026 – reply	16/06/2026 – application for non-consideration of document as well as rejoinder
3. CC12600817	17/06/2026 – reply	16/06/2026 – application for non-consideration of document as well as rejoinder 18/06/2026 – rejoinder and ws
4. CC12600886	27/05/2026 – reply	16/06/2026 – application for non-consideration of document as well as rejoinder 16/06/2026 – rejoinder and ws
5. CC12600980	12/06/2026 – reply	16/06/2026 – application for non-consideration of document as well as rejoinder 16/06/2026 – rejoinder and ws

5. The complainants have filed these five separate online complaints seeking the reliefs set out below. The details of the flats booked by them, the dates of the respective agreements for sale, the agreed dates of possession, the total consideration and the amounts paid are set out in the following table:

Sr. No / Complaint No/ Filling date/ Flat Details	**Date of Agreement for Sale** **Date of Possession**	**Total Consideration** **Consideration Paid**	**Reliefs**
1. CC12600795 12/02/2026 3707, Tower B	17-10-2023 - uploaded Clause 25 – 30-12-2025 allowed promoter to on account of suo moto extension granted by the Authority in respects of Covid situation vide order no 14/2020 and 21/2021.	Rs.2,09,11,000/- Rs.1,25,46,600/-	Refund the entire along which includes GST, TDS, registrations, excess paid (if any) with interest within a period of 60 days from the date of order, compensation OR transfer to AO for computation of quantum of compensation., they shall have charge on the flat till the actual realization of refund amount, Order and declare that the respondents as not entitled to claim the benefit of moratorium period, cost.
2. CC12600796 12/02/2026 3708, 37th floor Tower B	17-10-2023 - uploaded Clause 25 – 30-12-2025 (same as per sr. no. 1)	Rs.2,18,11,000/- Rs.1,30,86,600/-	
3. CC12600817 13/02/2026 3701, 37th floor, Tower B	12/04/2024 –uploaded clause 25 – 30-12-2025 (same as per sr. no. 1)	Rs.2,75,00,000/- Rs. 97,20,239/-	
4. CC12600886 18/02/2026 3801 38th Floor, Tower A,	23/03/2023 - uploaded Clause 25 – 30-03-2025 (same as per sr. no. 1)	Rs.2,97,61,600/- Rs. 2,08,33,120/-	
5. CC12600980 23/02/2026 3704 on 37th floor, Tower B	18/03/2024 – uploaded Clause 25 – 30-12-2025 (same as per sr. no. 1)	Rs.2,17,58,748/- Rs. 76,15,562/-	

6. It is the case of the complainants that, based on the representations made by the respondent and its representatives, they purchased the said flats. The details of the flats, including the flat numbers, dates of the agreements for sale, agreed dates of possession, total consideration and amounts paid, have been set out in the table at para no. 5 hereinabove. As per the terms and clauses of the respective agreements for sale, the respondent has failed to hand over possession of the said flats within the stipulated period or till date, despite the complainants having paid substantial amounts towards the consideration. Despite repeated follow-ups, requests and communications seeking updates regarding the status of the project and the proposed date of possession, the respondent has neither provided any satisfactory explanation nor adequately responded to the complainants. Thus, according to the complainants, the respondent has failed to discharge its statutory obligations under the RERA by not completing the

project and handing over possession within the stipulated period. The complainants have relied upon the judgment of the Hon'ble MahaREAT in Hemal Pradip Mehta v. Ekta Parksville, wherein it was held that an allottee is entitled to refund with interest and reimbursement of statutory and incidental expenses if the promoter fails to deliver possession by the promised date, irrespective of the reasons for such delay. They have also relied upon the decision of the Hon'ble MahaREAT in Bijon Dhirendra Talukdar & Anr. v. Dhruva Woolen Mills Pvt. Ltd., wherein it was held that failure to deliver possession by the agreed date entitles an allottee to refund with interest under Section 18 of the RERA, irrespective of unforeseen events or court stays not attributable to the allottee. Further reliance has been placed on the judgment of the Hon'ble Supreme Court in Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh, wherein it was held that the rights under Section 18 are statutory, absolute and unconditional and that an allottee is entitled to refund with interest upon the promoter's failure to deliver possession within the agreed timeline. The complainants have further relied upon the decision of the Hon'ble MahaREAT in Nitin Madhukar Shewale & Anr. v. M/s. Sanklecha Construction Pvt. Ltd. & Ors. (Appeal No. AT006000000053455), wherein it was held that an allottee's right to refund under Section 18 of the RERA is independent and cannot be made conditional upon grant of the Occupation Certificate or completion of the project. Therefore, owing to the inordinate delay on the part of the respondent-promoter, the complainants no longer intend to remain in the project and, being aggrieved, have filed the present complaints seeking the reliefs stated hereinabove. Additionally, the complainants at Sr. Nos. 1 and 2 have stated that the respondent has admitted that the Occupation Certificate for the upper floors is still pending and has offered only vague timelines. According to them, the arbitrary offer of Rs. 65,000/- per month by way of credit notes is contrary to the RERA. Owing to the continued delay and health concerns, the complainant at Sr. No. 1 has also sought urgent listing of the complaint under MahaRERA Order No. 34A of 2025. The complainants at Sr. No. 3 have stated that, during a site visit in October 2025, they found the 37th floor unfinished despite the respondent claiming that the Occupation Certificate was awaited. According to them, the respondent has also failed to disclose the actual construction status of the 37th and 38th floors, thereby lacking transparency and potentially violating Section 14 of the RERA. The complainants at Sr. No. 4 have

stated that they sought updates regarding the delay and the status of the Occupation Certificate; however, despite acknowledging their concerns, the respondent, by email dated 28-01-2026, refused to pay any interest or compensation. According to them, such refusal is contrary to Section 18 of the RERA, which provides for interest for delay in possession. The complainants at Sr. No. 5 have stated that the respondent issued a premature "Notice of Possession" dated 07-08-2025, claiming receipt of the Occupation Certificate and demanding the final balance amount of Rs. 1,63,07,824/-. However, according to them, the 37th floor and internal finishing works were incomplete and the unit was not habitable. They have alleged that such "paper possession" was an attempt to avoid liability under Section 18 of the RERA. They have further stated that, despite expiry of the contractual possession date on 30-12-2025, the respondent has failed to provide a snag-free unit and has wrongly demanded delayed payment interest from them despite their compliance with the payment milestones. They had informed the respondent that loan disbursement was dependent upon execution and registration of the Agreement for Sale. However, despite the delay in registration being attributable to the respondent, it has charged delayed payment interest of Rs. 1,08,794/-, as reflected in the Tax Invoice dated 06-03-2024, which, according to them, violates the principle of balanced interest under the RERA.

7. The respondent, in its reply, has mainly contended that this Authority does not have jurisdiction to entertain the present complaints as they involve composite claims for interest and compensation. According to the respondent, the Hon'ble Supreme Court has held that a claim for compensation under the RERA can be adjudicated only by the Adjudicating Officer appointed under Section 71 of the RERA. The respondent has further alleged that the complainants have suppressed material facts, made false statements on oath and are guilty of suppressio veri and suggestio falsi and, therefore, the complaints deserve to be dismissed with compensatory costs. The respondent has stated that the possession dates mentioned in the respective agreements for sale were conditional and subject to extension upon occurrence of mitigating events, as specifically provided under Clauses 26 and 27 thereof. According to the respondent, Section 18 of the RERA can be invoked only when there is failure to hand over possession in terms of the agreement for sale, and the agreed possession date cannot be read in isolation by ignoring the clauses providing for extension of time. It has therefore

contended that the complainants are seeking reliefs contrary to the terms of the agreements voluntarily executed by them after fully understanding the same.The respondent has further stated that it had proposed to pay the complainants monthly rental compensation of Rs. 65,000/- from the promised date of possession until handing over possession, or alternatively to adjust the said amount against the final demand payable before possession, with a view to amicably resolve the dispute. According to the respondent, the said proposal was made without any legal obligation and with a bona fide intention to acknowledge the delay, although the delay was covered by Clause 25 of the agreements. However, the complainants chose not to accept the proposal. The respondent has further stated that, under Clause 85 of the agreements, the parties had voluntarily agreed to refer disputes to the MahaRERA Conciliation Forum; however, the complainants declined to opt for conciliation at the time of hearing. Relying upon the judgment of the Hon'ble Bombay High Court in Neelkamal Realtors, the respondent has contended that a balance is required to be maintained between the rights of developers and allottees. It has further stated that the agreements govern possession, payments and the obligations of the parties and supersede all prior understandings and, therefore, the allegations of coercion or unfair practices are baseless. The respondent has also contended that the complainants are not entitled to interest on taxes or statutory charges, as the same have been paid to the concerned Government authorities.The respondent has further stated that it has consistently complied with the agreed terms and has taken all necessary steps towards completion and possession of the project. According to the respondent, the project has been delayed mainly due to delay in obtaining height clearance from the Civil Aviation Authority of India. It has stated that an application for height clearance up to 161.51 AMSL was submitted in January 2021, as per the applicable criteria, to utilise the permissible FSI of the project. However, the Civil Aviation Authority issued the NOC only in October 2022 and that too for a height up to 138.9 AMSL, which was substantially lower than the height required for construction up to the 45th floor as envisaged by the promoter. Since then, the respondent has been awaiting further NOC for the balance height clearance to enable it to apply to MMRDA for further construction permission. According to the respondent, despite being entitled to the height applied for under the applicable criteria, the delay in obtaining the requisite NOC has adversely affected the issuance of further

Commencement Certificates for the 40th to 45th floors of Wing A and the 39th to 45th floors of Wing B. Consequently, the delay in construction and in obtaining requisite permissions, including the Occupation Certificate from the Planning Authority, MMRDA, has been due to circumstances genuinely and reasonably beyond the respondent's control and is neither intentional nor attributable to any inaction or omission on its part. The respondent has stated that the complainants were aware of these facts and had consented to the relevant terms under the agreements.The respondent has further contended that it is entitled to a reasonable extension of time to complete the project and has relied upon the judgment of the Hon'ble Bombay High Court in Neelkamal Realtors, which, according to it, recognises that relief under the RERA may be moulded where the promoter has made bona fide efforts to complete the project. Since the delay in handing over possession has allegedly arisen from circumstances beyond its control, the respondent has contended that it cannot be made liable for the entire period of delay or for payment of interest for the entire delayed period. It has further submitted that the RERA, being a beneficial legislation, requires balancing the interests of individual allottees with those of the larger body of homebuyers awaiting completion of the project and that imposing substantial interest and compensation may create financial hardship, potentially stall the project and prejudice other allottees. Accordingly, priority should be given to completion of the project and the complainants' claims for interest and compensation are, according to the respondent, excessive and legally untenable.The respondent has further contended that it has not violated any provision of the RERA and that the possession date under Clause 25 was subject to the completion date mentioned in the RERA registration certificate as well as reasonable extensions provided under the agreements for sale. According to it, the possession date stood reasonably extended owing to mitigating circumstances and disruption of construction on account of delay in obtaining necessary permissions, including environmental clearance, height clearance, Commencement Certificates and the Occupation Certificate. It has stated that substantial construction has already been completed and part Occupation Certificate has also been obtained for the completed portion. It has further stated that, upon receipt of the Civil Aviation NOC for the balance height, it would obtain the Commencement Certificate for the remaining floors of Wings A and B, complete the necessary work and hand over possession at the earliest, which,

according to it, demonstrates its bona fides. The respondent has contended that while the complainants seek enforcement of the possession date, they have ignored Clause 25 and other provisions of the agreements permitting reasonable extension of the possession period and are thereby seeking selective enforcement of the agreements. The respondent has also replied to the complainants' submissions in a para-wise manner and has prayed for dismissal of the present complaints.

8. The complainants have also filed an application seeking non-consideration of any belated reply, say or written submissions filed by the respondent beyond the time granted by this Authority. According to them, the timeline granted on 02-06-2026 was expressly stated to be the last chance and was intended to ensure the time-bound and summary procedure contemplated under Sections 29 and 38 of the RERA for expeditious adjudication of disputes of homebuyers. They have contended that permitting the respondent to place belated documents on record after 09-06-2026 would deprive them of their statutory opportunity to file a rejoinder and would violate the principles of natural justice. They have further stated that the respondent has neither shown sufficient cause nor filed any application for condonation of delay and that its failure to file the documents within the prescribed time demonstrates a casual and negligent approach towards the regulatory proceedings. According to them, the belated filing is therefore non est, illegal and bad in law. In support of these contentions, they have relied upon the judgment of the Hon'ble Supreme Court in Arjun Singh v. Mohindra Kumar & Ors., AIR 1964 SC 993, and the decision of the Hon'ble MahaREAT in Shri Mahesh Kumar Lohia & Anr. v. ITMC Developers Pvt. Ltd. (Appeal No. AT006000000093934/22 dated 11-10-2024).

9. The complainants have filed their rejoinder and written submissions on 16-06-2026 on the record of MahaRERA. In their rejoinder, they have refuted the contentions raised by the respondent and replied thereto in a para-wise manner. In their written submissions, they have further contended that the respondent has suppressed the fact that construction of the upper floors, including the complainants' flats on the 37th/38th floors, is unauthorized. According to them, the Commencement Certificate dated 07-11-2022 expired on 07-11-2025 and no fresh Commencement Certificate under Section 44 of the MR&TP Act, 1966 has been obtained. Consequently, according to the complainants, all ongoing construction on the 37th/38th floors is unauthorized and illegal. They have

contended that, under Sections 4 and 14 of the RERA, a promoter cannot compel an allottee to remain invested in a project which lacks valid statutory approvals and that such absence of approvals constitutes a fundamental breach.

10. The complainants have further stated that the said flats were purchased under the respondent's Stamp Duty Promotional Scheme, under which the respondent had exclusively undertaken to bear the stamp duty and registration charges. Therefore, according to them, the entire financial consideration paid by them was applied towards the agreement value of the subject flats and no deduction or set-off can be claimed towards such charges. They have further contended that the respondent's reliance on COVID-19 extensions is untenable in view of the judgment of the Hon'ble MahaREAT dated 11-10-2024 in Shri Mahesh Kumar Lohia & Anr. v. ITMC Developers Pvt. Ltd. (Appeal No. AT00600000093934/22), particularly para 25 thereof. They have also contended that height clearance is a routine regulatory approval and cannot be treated as a force majeure event under Section 6 of the RERA.

11. The complainants have further contended that the respondent is liable to refund the entire GST, as the transaction has failed due to its default, in terms of the decision in Hemal Pradip Mehta v. Ekta Parksville; alternatively, the respondent should issue the requisite GST credit/refund certificate so that the complainants suffer no financial loss. They have also contended that the respondent's objection regarding maintainability of the composite complaints is contrary to the judgment of the Hon'ble Supreme Court in M/s. Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors. [2021 SCC OnLine SC 1044], which holds that refund and interest under Section 18(1)(a) fall within the jurisdiction of the Authority, whereas compensation under Sections 18(3) and 71 falls within the jurisdiction of the Adjudicating Officer.The complainants have further contended that the respondent's reliance on the extended RERA registration period is misconceived. Relying upon the judgment of the Hon'ble Supreme Court in Imperia Structures Ltd. v. Anil Patni [(2020) 10 SCC 783], they have stated that extension of project registration does not extend the contractual possession date. Since possession was not handed over with an Occupation Certificate by 30-12-2025, they have claimed entitlement to withdraw from the project and seek refund under Section 18(1) of the RERA. They have also relied upon M/s. Newtech Promoters (supra), which, according to them, recognises such right as an unqualified and indefeasible statutory right. Further

reliance has been placed upon Nitin Madhukar Shewale & Anr. v. M/s. Sanklecha Construction Pvt. Ltd. & Ors. (Appeal No. AT006000000053455) and Mr. Bijon Dhirendra Talukdar & Mrs. Shanta Talukdar v. Dhruva Woolen Mills Pvt. Ltd. (Appeal No. AT006000000010921), wherein the MahaREAT held that an allottee's right to refund under Section 18 is an independent statutory right unaffected by project completion, grant of Occupation Certificate or administrative delays.The complainants have further relied upon the judgment of the Hon'ble Supreme Court in Pioneer Urban Land and Infrastructure Ltd. v. Govindan Raghavan to contend that one-sided contractual clauses cannot override or defeat an allottee's statutory rights under the RERA. They have also relied upon the judgment of the Hon'ble Supreme Court in Wg. Cdr. Arifur Rahman Khan to contend that a promoter cannot rely upon one-sided contractual clauses to avoid liability for delay and that, by virtue of Section 89 of the RERA, such clauses stand overridden by the provisions of the Act. Lastly, the complainants have alleged that the respondent has unlawfully converted their booked residential flat on the 37th floor into a "Service Floor" containing lift machine rooms, water supply tanks and heavy machinery. According to them, such unilateral conversion amounts to complete physical extinction of the contracted flat and constitutes a gross violation of Sections 12 and 14(2) of the RERA, thereby rendering the flat unavailable and entitling them to a full refund.

12. The MahaRERA has examined the submissions made by both the parties and also perused the available record. In the present case, the complainants herein 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 the MahaRERA mainly seeking reliefs towards refund along with interest and compensation on account of the delay. The complainants have contended that they have booked the said flats by virtue of the registered agreements for sale , in the said project undertaken by the respondent and have paid the amounts as detailed in the aforesaid table at para no. 5 above. The complainants further contended that the respondent promoter has failed to handover possession of the said flats to them on the agreed date of possession mentioned in their respective agreements for sale i.e. on 30-12-2025 (in Sr. Nos. 1,2,3 and 5) and on 30-03-2025 (in Sr. No. 4). They also alleged violations of Sections 12 and 14 of the RERA by the respondent to seek such reliefs towards refund along with interest and

compensation as well as refund of the stamp duty amounts paid by them.

13. The respondent has refuted the aforesaid claims and contentions of the complainants in toto by filing its reply on record of MahaRERA as stated hereinabove.

14. Be that as it may, in the present, MahaRERA has noticed that the complainants have also filed applications seeking non-consideration of the replies and written submissions filed by the respondent beyond the time granted by MahaRERA. They have contended that the respondent was granted a last opportunity to file its replies by 09-06-2026 and that the replies filed thereafter are belated and should not be taken on record.

15. As regard, the said contentions raised by the complainants (as applicable), MahaRERA has noticed that although few of the replies have been filed by the respondent beyond the stipulated period granted by MahaRERA, the complainants have subsequently been given an opportunity to respond to the same and have in fact filed their rejoinders and written submissions as directed by MahaRERA. Thus, no prejudice has been caused to the said complainants by taking the said replies on record of MahaRERA. Moreso, these complaints are required to be decided on merits after considering the submission of both parties, MahaRERA is of the view that the belated replies may be accepted in the interest of natural justice. Hence, the applications filed by the complainants (as applicable), seeking non-consideration of the respondent's replies are rejected, and the replies, rejoinders and written submissions filed by both parties are taken on record and considered for deciding these complaints.

16. As far as the claim of refund sought by the complainants herein, admittedly, as per the registered agreements for sale signed with the said complainants, the respondent was liable to handover possession of the said flats to them on or before 30-12-2025 (in Sr. Nos. 1,2,3 and 5) and on 30-03-2025 (in Sr. No. 4). Admittedly, the possession of the said flats has not been handed over to them. Hence, they filed these complaints seeking reliefs under section 18 of the RERA.

17. Hence, before dealing with the facts of these complaints on merits, it is pertinent to examine the phrase "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."

18. From the aforesaid provisions of section 18 of the RERA, it is clear that if the promoter fails to handover the possession of the flat to the allottees as per the terms and conditions of the agreement for sale on the date specified therein, the allottee has two choices either to withdraw from the said project or to stay with the project. In case the allottee chooses to withdraw from the project, the allottee is entitled to seek a refund along with interest including the compensation and if the allottee wishes to stay in the project he is entitled to seek interest for the delayed possession as prescribed under section 18 of the RERA read along with relevant rules made thereunder.

19. In the present case, admittedly alleging the delay in handing over possession of the said flats to them, these complainants have filed these complaints seeking reliefs under section 18 of the RERA for refund along with interest and compensation.

20. The regards the delay in completion of the said project, the respondent has mainly relied upon the delay in obtaining the required height clearance from the Civil Aviation Authority. It has contended that, an application for height clearance up to 161.51 AMSL was submitted in January 2021 for construction up to the proposed height of the project. However, the NOC issued in October 2022 permitted construction only up to 138.9 AMSL. The respondent has contended that, due to the restricted height clearance, it could not obtain further commencement permission from MMRDA for the upper floors,

namely the 40th to 45th floors of Wing A and the 39th to 45th floors of Wing B. It has therefore contended that the delay in obtaining further construction permissions and the OC was beyond its control. The respondent has further relied upon Clauses 25, 26 and 27 of the respective agreements for sale and has contended that the possession date mentioned therein was subject to reasonable extension in case of force majeure, delay in statutory permissions and other circumstances beyond the promoter's control. It has also stated that substantial construction has already been completed, part OC has been obtained and that it has been taking steps to obtain the remaining permissions. Hence, the agreed possession date therefore cannot be read in isolation and the agreement for sale has to be read as a whole.

21. In this regard, MahaRERA has noticed that the aforesaid issue was specifically considered during the hearings. In the Roznama dated 02-06-2026, the respondent reiterated that the completion date under the agreements was subject to force majeure and other circumstances affecting completion of the project. However, the complainants disputed this explanation and specifically contended that the commencement permission for the floors in which their respective flats are situated was already available and that the Civil Aviation height-clearance issue related to floors above their flats.

22. Thus, the main question is not merely whether there was some delay in obtaining Civil Aviation clearance, but whether such delay had actually prevented the respondent from completing and handing over the possession of the said flats to the complainants within the agreed timeline mentioned in the said agreements for sale i.e., 30-12-2025 (in Sr. Nos. 1,2,3 and 5) and on 30-03-2025 (in Sr. No. 4). Admittedly, the flats of the complainants are situated mainly on the 37th and 38th floors, whereas the respondent itself has stated that the restricted height clearance affected further commencement permissions for the 40th to 45th floors of Wing A and the 39th to 45th floors of Wing B. Therefore, the respondent failed to show a clear connection between the alleged delay in such permissions and its failure to hand over the said flats to the complainants on the said agreed dates of possession mentioned in the said agreements for sale.

23. Further, MahaRERA is also of the view that a general clause providing for extension on account of force majeure or delay in approvals cannot automatically extend the agreed

possession date in every case. However, the respondent must show that the particular event relied upon had directly affected construction and possession of the said flats to the complainants and that reasonable steps were taken to overcome the delay.

24. Further, the respondent has also raised an issue that the date of completion of the said projects are extended till 31-12-2028, and hence, these complaints are premature to seek reliefs under section 18 of the RERA. In this regard, the MahaRERA is of the view that the date of completion of this project mentioned on the MahaRERA website is distinct from the date of possession mentioned in the agreements for sale signed with these complainants. Also, the agreements for sale with the complainant-allottees have been executed after commencement of the RERA and hence, the respondent promoter should have mentioned the reasonable time period for handing over possession of the said flats to these complainants. Moreso, by obtaining extension for the project registration (with or without the consent of the allottees of this project), the respondent promoter cannot try to modify the date of possession mentioned in the said registered agreements for sale, which in fact are public documents and the same needs to be changed by way of a registered deed. Hence, the MahaRERA does not find any merits in the aforesaid issue raised by the respondent promoter.

25. However, at the same time, the explanation given by the respondent regarding Civil Aviation clearance and other statutory permissions cannot be completely ignored and has to be considered along with the construction status, permissions obtained and the terms of the agreements. However, in view of the specific objection raised by the complainants that the relevant commencement permission for their floors was already available, the respondent cannot rely upon the height-clearance issue relating to higher floors as a complete answer to the delay unless it proved that the same had in fact prevented completion and lawful possession of the complainants' said flats.

26. In view of the above, MahaRERA is not inclined to accept the reasons cited by the respondent for the delay. It is ostensibly because the provisions of Section 6 of the RERA permits extension of project registration only on account of force majeure, such as war, flood, drought, fire, cyclone, earthquake or any other natural calamity affecting the development of the project. However, in the present case, the delay in obtaining height clearance, commencement permission or other statutory approvals is an administrative

or regulatory issue and cannot, by itself, be treated as force majeure under Section 6 of the RERA. Further, the respondent has not shown that such delay had directly prevented completion of the flats of the complainants situated on the 37th/38th floors, particularly when its own case is that the height clearance issue affected the higher floors. Hence, the reasons cited by the respondent cannot justify the delay in handing over possession beyond the agreed dates.

27. It shows that the respondent has failed to cite any plausible explanation for the said delay. Even as on today, the project is incomplete, and the possession has not been handed over to the said complainants. Hence, the complainants are entitled to seek refund along with interest under section 18 of the RERA.

28. As far as the claim regards the claim of the complainants for compensation, MahaRERA has noticed that although the complainants have contended that the Ld. Adjudicating Officer/MahaRERA is competent to determine compensation under Sections 71 and 72 of the RERA, during the course of hearing they have not pressed their prayer for transfer of these complaints to the Ld. Adjudicating Officer for determination of such compensation. Since the MahaRERA itself cannot decide the quantum of compensation, no relief in that regard can be granted in the present proceedings. However, the complainants are at liberty to file separate complaints in Form-B before the Ld. Adjudicating Officer/MahaRERA for claiming compensation in accordance with law, if they so desire.

29. As far as the claim of refund of the stamp duty and registration sought by the complainants (as applicable), the MahaRERA is of the view that the said amounts are towards the statutory dues to the government and not to the respondent promoter. Hence, the same do not fall within the ambit of section 18 of the RERA. Hence, the MahaRERA is not inclined to consider the same favourably

30. In the present case, it is pertinent to note that the complainants herein have relied upon the registered agreements for sale signed with the respondent promoter (as per the details mentioned in the aforesaid table at para-no.5 above). They have also mentioned the total consideration amounts for the said flats booked by them and also the amount paid by them towards the said bookings. However, the pleadings of the complainants about total consideration amount as well as the amount paid by them mentioned in

their complaints (as detailed in the aforesaid table at para-no.5) have not been disputed by the respondent-promoter by filing any specific submissions in that regard, (although it has filed its reply to the said complaints) and hence, the same are not reverified by the MahaRERA. Hence, in case of any difference in the total consideration amount/ amounts paid by the said complainants etc. the parties need to verify the same from the actual record i.e. payment receipts/ ledger accounts etc.

31. In view of the above facts and discussion, the following order is passed:

a. These complaints are partly allowed.

b. The claim of compensation sought by the said complainants stands rejected in view of the observations made in the aforesaid para no. 28.

c. The claim of refund of the stamp duty and registration charges sought by the complainants (as applicable), stands rejected in view of the observations made in aforesaid para-no. 29.

d. The respondent promoter is directed to refund the entire money paid by the complainant allottees towards the consideration of the said flats along with interest at the rate of SBI's Highest Marginal Cost Lending Rate (MCLR) plus 2% as prescribed under the provisions of section-18 of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, from the date of payments till the actual realization of the said money to the complainant allottees. Till then, the complainant allottees shall have a charge on the said flats.

e. Needless to state here, that the actual amount as provided under section 18 of the RERA means the amounts paid by the complainant allottees towards the consideration of the said flats only, excluding the stamp duty, registration charges and taxes etc. (as applicable) paid to the government.

f. However, in view of the mitigating circumstances beyond the control of the promoter and also to ensure that the said project is not jeopardised due to the outflow of finances and is completed keeping in mind the interest of the other buyers of the said project at large, the amount of refund along with interest payable by the respondent promoter to the complainant allottees shall be made within a period of 6 months in 6 equal instalments.

g. The complainant allottees are also directed to execute the cancellation deeds

on receipt of payment of refund from the respondent promoter.

32. With these directions, all 5 complaints stand disposed of.

MAHESH DINKAR PATHAK Digitally signed by MAHESH DINKAR PATHAK Date: 2026.08.10 16:40:24 +05'30'

(Mahesh Pathak)

Member – 1/MahaRERA