BEFORE THE MAHARASHTRA

REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Virtual Hearing held through video conference as per

MahaRERA Circular No.: 27/2020

1. COMPLAINT NO. CC005000000421093

MILIND VASUDEO BEMBALKAR …COMPLAINANT

VS.

1. PARANJAPE SCHEMES (CONSTRUCTION) LIMITED.
2. SHRIKANT PARANJPE
3. SHASHANK PARANJPE …RESPONDENTS

A/W

2. COMPLAINT NO. CC005000000471329

NEELA VASANT DESHMUKH …COMPLAINANT

VS

1. PARANJAPE SCHEMES (CONSTRUCTION) LIMITED.
2. SHRIKANT PARANJPE
3. SHASHANK PARANJPE …RESPONDENTS

A/W

3. COMPLAINT NO. CC005000000471507

PRADEEP VITTHALRAO LAKHE …COMPLAINANT

VS.

1. PARANJAPE SCHEMES (CONSTRUCTION) LIMITED.
2. SHRIKANT PARANJPE
3. SHASHANK PARANJPE
4. NIKHIL MADAN PANDE
5. SONALI NIKHIL PANDE …RESPONDENTS

A/W

4. COMPLAINT NO. CC12400207

1. SHILPA PRAKTAN BHANDARKAR
2. PRAKTAN ASHOK BHANDARKAR …COMPLAINANTS

VS.

PARANJAPE SCHEMES (CONSTRUCTION) LIMITED …RESPONDENT

A/W

5. COMPLAINT NO. CC12400985

1. VIJAY NARAYAN MADIMAN
2. SUNILA VIJAY MADIMAN …COMPLAINANTS

VS.

PARANJAPE SCHEMES (CONSTRUCTION) LIMITED …RESPONDENT

MAHARERA PROJECT REGISTRATION NO. P52100000029

Final Order

17.03.2026

(*Date of hearing for Sr. No. 1 to 4 07.05.2025 and for Sr. No. 5 - 19.11.2025*)

Coram: Ravindra Deshpande, Member II, MahaRERA

Adv. Diana Thomas for Complainants in all Sr. Nos.

Rajendra Karve (Representative) for the Respondent Nos. 1, 2 and 5

Adv. Prasad Kulkarni for Respondents in Sr. Nos. 3 and 4

1. The Complainants at Sr. Nos. 1 to 5 are home buyers 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"**) and **PARANJAPE SCHEMES (CONSTRUCTION) LIMITED** is the promoter of the project namely "**FOREST TRAILS ATHASHRI - B2**" under section 5 of the said Act bearing MahaRERA Project Registration No. **P52100000029** (hereinafter referred to as the **"said project"**).

2. The Complainants at Sr. Nos. 1 to 5 are seeking the following reliefs:

SR. NO	COMPLAINT NOS. / DATE OF FILING	RELIEF SOUGHT
1.	CC005000000421093 10.06.2024	*a. The respondents may be directed to pay interest of Rs. 3,72,0701- along with interest @10.85% p.a. from the date of filing of this complaint till handing over of possession of*

		the said flat to the Complainant alongwith legitimate independent electricity meter. *b. The respondent may be directed to provide legitimate independent electricity meter to the complainant.* *c. The respondents may be directed to pay Rs. 55,000/- as the cost of litigation expenses incurred by the complainant.* *d. Any other relief may be granted in the interest of justice*
2.	CC005000000471329 17.07.2024	*a. The Respondents Nos.1 to 3 may be directed to pay interest of Rs. 15,55,585/- along with interest @10.85% p.a. from the date of filing of this complaint till handing over of possession the said flat to the complainant.* *b. The respondents may be directed to pay Rs. 55,000/- as the cost of litigation expenses incurred by the complainant.* *c. The respondents No.1 to 3 maybe directed to provide independent electricity meter to the said flat.* *d. The respondents No.1 to 3 maybe directed to transfer the amount of one-time maintenance deposit Rs. 4,00,000/- (Rs. Four Lakh only) recovered from the complainant under compulsion, in the bank account of society, 'Forest Trails Athashri B-2 Co-operative Housing Society Ltd.', as per the said agreement.* *e. Any other relief may be granted in the interest of justice.*
3.	CC005000000471507 10.08.2024	*a. The respondents No.1 to 3 may be directed to pay interest of Rs. 11,67,580/- along with interest @10.85% p.a. from the date of filing of this complaint till handing over of possession the said flat to the complainant and respondents No. 4 and 5 along-with legitimate independent electricity meter.* *b. The respondents No.1 to 3 may be directed to pay Rs. 55,000/- as the cost of litigation expenses incurred by the complainant.*

		c. The respondents No.1 to 3 maybe directed to provide independent electricity meter to the said flat. *d. The respondents No.1 to 3 maybe directed to transfer the amount of one-time maintenance deposit Rs. 4,00,000/- recovered from the complainant under compulsion, in the bank account of society, 'Forest Trails Athashri B-2 Co-operative Housing Society Ltd.', as per the said agreement.* *e. Any other relief may be recovered from the granted in the interest of justice.*
4.	CC12400207 24.09.2024	*a. The respondents may be directed to pay interest of Rs. 12,96,748/- along with interest @10.85% p.a. from the date of filing of this complaint till handing over of possession the said flat to the complainants along with legitimate independent electricity meter.* *b. The respondents may be directed to pay Rs. 55,000/- as the cost of litigation expenses incurred by the complainants.* *c. Any other relief may be granted in the interest of justice.*
5.	CC12400985 03.12.2024	*a. The respondents may be directed to pay interest of Rs. 10,01,213/- (Rs. Nine Lakh Four Thousand Three Hundred and Twenty-One Only), each along with interest @10.85% p.a. from the date of filing of this complaint till handing over of possession the said flats No. B-0203 and B-0204 to the complainants.* *b. The respondents may be directed to pay Rs. 55,000/- as the cost of litigation expenses incurred by the complainants respectively.* *c. The respondents No.1 to 3 maybe directed to provide independent electricity meter to the said flats.* *d. The respondents No.1 to 3 maybe directed to transfer the amount of one-time maintenance deposit Rs. 4,00,000/- (Rs.*

		Four Lakh only) recovered from the complainants for the said flats under compulsion, in the bank account of society, 'Forest Trails Athashri B-2 Co-operative Housing Society Ltd.', as per the said agreement. *e. Any other relief may be granted in the interest of justice*

3. The complaint Nos. 1 to 4 were heard on 15.05.2025 and complaint No. 5 was heard on 19.11.2025 wherein the following roznamas were recorded by this Authority:

Sr. Nos. herein	**COMPLAINT NOS./ DATE OF FILING**	**ROZNAMA REPRODUCED**
1.	CC005000000421093 10.06.2024	*"Both the parties are present.* *The Respondent has uploaded a reply on the MahaRERA website. The advocate for the Complainant submitted that the Complainant is not willing to file the rejoinder and both the parties requested that two weeks' time may be granted to upload their written arguments on the MahaRERA website. The advocate for the Complainant submitted that the Complainant is seeking interest for delayed possession. Considering the same, time till 29.05.2025 is granted to the Respondent to upload the written arguments.* *Thereafter, the matter will be reserved for the order."*
2.	CC005000000471329 17.07.2024	
3.	CC005000000471507 10.08.2024	
4.	CC12400207 24.09.2024	
5.	CC12400985 03.12.2024	*Today, both parties are present.* *The Respondent has uploaded a reply. The Advocate for the Complainants submitted that he has uploaded written arguments and is requesting that 8 weeks' time may be granted to upload a*

		rejoinder. Considering the same, time till 28.11.2025 is granted to the Complainants to upload the rejoinder. *Parties are directed to upload their written arguments prior to 17.12.2025; thereafter, the matter will be reserved for order.*

SR.NOS.	COMPLAINT NOS./ DATE OF FILING	FLAT NO./ WING	Date of AFS	DATE OF POSSESSION	TOTAL CONSIDERATION	TOTAL PAID	RELIEF SOUGHT IN BRIEF
1.	CC005000000421093 10.06.2024	A-1301	06.06.2022	31.07.2023	Rs. 52,15,185/-	Rs. 52,15,185/- (Admitted by Respondent in Possession Notice)	Interest for delayed possession + independent electricity meter
2.	CC005000000471329 17.07.2024	A-205	31.10.2017	31.07.2021	Rs. 49,15,607/-	Rs. 49,15,607/- (Admitted by Respondent in Possessi	

SR.NOS.	COMPLAINT NOS./ DATE OF FILING	FLAT NO./ WING	Date of AFS	DATE OF POSSESSION	TOTAL CONSIDERATION	TOTAL PAID	RELIEF SOUGHT IN BRIEF
						on Notice)	
3.	CC005000000471507 10.08.2024	A-0110	27.05.2021	31.01.2022	Rs. 44,52,870/-	Rs. 44,52,870/- (Possession handed over which means Respondent has received the entire consideration)	
4.	CC1240020 7 24.09.2024	A-1304	27.11.2017	31.07.2021	Rs. 48,09,878/-	Rs. 38,76,190/- (Possession handed over	

SR.NOS.	COMPLAINT NOS./ DATE OF FILING	FLAT NO./ WING	Date of AFS	DATE OF POSSESSION	TOTAL CONSIDERATION	TOTAL PAID	RELIEF SOUGHT IN BRIEF
						which means Respondent has received the entire consideration)	
5.	CC1240098 5 03.12.2024	B-0203 and B-0204	28.12.2020	31.01.2022	Rs. 48,48,527 /- Rs. 47,82,447 /- Rs. 35,72,037 /- Rs. 36,59,608 /-	Rs. 48,48,527 /- Rs. 47,82,447 /- (Admitted by Respondent in Possession Notice)	

4. The brief submissions of the complainant at Sr. Nos. 1 to 5 are as follows:

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
1.	CC005000000421093 10.06.2024	a. The parties to the present complaint entered into an Agreement for Sale dated 06.06.2022 and got it registered with the office of Sub-Registrar (hereinafter referred to as the **"said Agreement No. 1"**) to sell and purchase a flat bearing No. A-1301 admeasuring 45.18 Sq. Mtrs. (carpet area) alongwith enclosed balcony admeasuring 6.59 Sq. Mtrs. And terrace admeasuring 4.05 Sq. Mtrs. On the 13th floor of building No. B2-A named 'Shivranjani' of the said project (hereinafter referred to as the **"said flat No. 1"**) for a total consideration of Rs. 52,15,185/-. b. In terms of the said agreement' the complainant paid part consideration of Rs. 41,15,058/- through instalments from May 2022 to April 2024 towards the purchase of the said flat No. 1 as per the said Agreement No. 1. c. The Complainant on 01.06.2024 has paid Rs. 11,88,137/- towards the balance amount as per demand letter dated 14.05.2024 sent by the Respondent No. 1, which was paid under protest and without prejudice to his right to claim and recover the compensation from the Respondents. d. As per the said Agreement No. 1, the agreed date of possession of the said flat along with the facilities and amenities was 31.07.2023. However, the Respondents have, failed and neglected to complete the said project and to deliver possession of the said flat No. 1 to the Complainant, even after the agreed date of possession of the said flat No. 1 i.e., 31.07.2023 till the date of the complaint. e. The Respondents had represented to the Complainant that the said project was especially being developed for senior citizens. Hence,

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		the time stipulated in the said Agreement No. 1 was the essence of the contract. f. Hence, the Complainant has the right to recover interest on the entire amount paid towards the said flat No. 1 till handing over possession of the said flat No. 1 to the Complainant. g. As per the Respondent, the said project was completed in view of Occupancy Certificate dated 08.05.2024. However, the Complainant and other flat purchasers have found that no permanent electricity supply with individual meters and without permission of MSEDCL and no authority to commission the lifts was obtained by the Respondents. In addition, in spite of the purported Occupancy Certificate, the said flat No. 1 was evidently not habitable especially for the senior citizens. the occupancy certificate obtained by the Respondent is in contravention with Development Control and Promotion Regulations for regional plan areas. h. The Respondent sent possession letter notice dated l4.05.2024 with demand of total Rs. 11,88,137/- including Rs. 4,00,000/- towards maintenance deposit payable to Athashri Homes Pvt. Ltd. i. The Respondents demanded a sum of Rs. 4,00,000/- towards interest-free maintenance deposit from the Complainant payable to the Respondent No. 1. As per the said Agreement No. 1, more particularly clause 9.8, the maintenance deposit is payable to the society and not to the promoter/Respondent No. 1. Therefore, the demand of the Respondents was in contravention with the said Agreement No. 1 and not binding on the Complainant. Further, the bank account in the name of society was already opened in the

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		name of Forest Trails Athashri B_2 Co_operative Housing Society Ltd. in pursuance of the order dated 02.01.2024 passed by Assistant Registrar Co-operative Societies, Mulshi (paud), pune.
2.	CC005000000471329 17.07.2024	a. The parties to the present complaint entered into an Agreement for Sale dated 31.10.2017 and got it registered with the office of Sub-Registrar (hereinafter referred to as the **"said Agreement No. 2"**) to sell and purchase a flat bearing No. A-205 admeasuring 45.46 Sq. Mtrs. (carpet area) alongwith enclosed balcony admeasuring 6.31 Sq. Mtrs. and terrace admeasuring 4.10 Sq. Mtrs. On the 2nd floor of building No. B2-A named 'Shivranjani' (Asavari) along with one covered car parking bearing No. LP-22 admeasuring 9 sq. mtrs. in the said project (hereinafter referred to as the **"said flat No. 2"**) for a total consideration of Rs. 49,15,607/-. b. In terms of the said Agreement No. 2, the Complainant paid part consideration of Rs. 45,63,041/- through instalments from 11.06.2017 to 22.12.2023 towards the purchase of the said flat No. 2 as per the said Agreement No. 2. c. The Complainant on 01.06.2024 and 06.06.2024, paid Rs. 7,59,030/- towards the balance amount as per demand letter dated 11.05.2024 sent by the Respondent No. 1, which was paid under protest and without prejudice to her right to claim and recover the compensation from the Respondents. d. As per the said Agreement No. 2, the agreed date of possession of the said flat along with the facilities and amenities was 31.07.2021. However, the Respondents have, failed and neglected to complete the said project and to deliver possession of the said flat No. 2 to the

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		Complainant, even after the agreed date of possession of the said flat No. 1 i.e., 31.07.2021 till the date of the complaint. e. The Respondents had represented to the Complainant that the said project was especially being developed for senior citizens. Hence, the time stipulated in the said Agreement No. 2 was the essence of the contract. f. Hence, the Complainant has the right to recover interest on the entire amount paid towards the said flat No. 2 till handing over possession of the said flat No. 2 to the Complainant. g. the Respondents did not make any progress as stipulated under the said Agreement No. 2 from October 2018 till December 2020. The Respondents were slow in completing the construction even after Covid-19 pandemic. Thus, the delay in possession is largely attributable to their lethargic attitude and failure on the part of the Respondents alone due to their financial difficulties as posed by them. Also, the Respondents did not inform the Complainant about the delay in possession and the extension of project completion date. h. As per the Respondent, the said project was completed in view of Occupancy Certificate dated 08.05.2024. However, the Complainant and other flat purchasers have found that no permanent electricity supply with individual meters and without permission of MSEDCL and no authority to commission the lifts was obtained by the Respondents. In addition, in spite of the purported Occupancy Certificate, the said flat No. 2 was evidently not habitable especially for the senior citizens. the occupancy certificate obtained by the

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		Respondent is in contravention with Development Control and Promotion Regulations for regional plan areas. i. The Respondent sent possession letter notice dated l1.05.2024 with demand of total Rs. 7,59,030/- including Rs. 4,00,000/- towards maintenance deposit payable to Athashri Homes Pvt. Ltd. The maintenance deposit is payable to the society and not to the promoter/Respondent No. 1. Therefore, the demand of the Respondents was in contravention with the said Agreement No. 2 and not binding on the Complainant. Further, the bank account in the name of society was already opened in the name of Forest Trails Athashri B_2 Co_operative Housing Society Ltd. in pursuance of the order dated 02.01.2024 passed by Assistant Registrar Co-operative Societies, Mulshi (paud), pune.
3.	CC005000000471507 10.08.2024	a. The Respondent Nos. 1 to 3 and the Complainant and the Respondent Nos. 4, being the joint flat purchasers, entered into an Agreement for Sale dated 27.05.2021 and got it registered with the office of Sub-Registrar (hereinafter referred to as the **"said Agreement No. 3"**). Thereafter, the Complainant and Respondent Nos. 4 as the vendors, the Respondents No. 1 to 3 as the promoter/owner/consenting party and Respondent No. 5 made and executed a Supplementary Agreement dated 26.04.2023 which is registered at Sr. No. 8858/2023 in the office of Sub- Registrar, Mulshi - 2. (hereinafter referred to as the **"said supplementary agreement"**). b. By the said Agreement No. 3 and the said Supplementary Agreement, the Respondent Nos. 1 to 3 and the Complainant and

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		the Respondent Nos. 4 and 5 agreed to sell and purchase a flat bearing No. A-0110 admeasuring 38.99 Sq. Mtrs. (carpet area) alongwith enclosed balcony admeasuring 8.01 Sq. Mtrs. and terrace admeasuring 28.86 Sq. Mtrs. On the 1st floor of building No. B2-A named 'Shivranjani' in the said project (hereinafter referred to as the **"said flat No. 3"**) for a total consideration of Rs. 44,52,870/-. c. Relying on the representations, assurances of the respondents No. 2 and 3 and in terms of the said Agreement No. 3, the Complainant and the Respondent Nos. 4 and 5 paid part consideration of Rs. 40,69,752/- through instalments from 12.03.2021 to 15.01.2024 towards the purchase of the said flat No. 3 as per the said Agreement No. 3. d. The Complainant and the Respondent Nos. 4 and 5 on 22.06.2024 paid Rs. 9,55,822/- towards the balance amount as per demand letter dated 11.05.2024, payment of one time maintenance deposit of Rs. 4,00,000/- (Rs. Four Lakh Only) and one year maintenance as per demand letter dated 11.05.2024 sent by the Respondent No. 1, which was paid under protest and without prejudice to their right to claim and recover the compensation from the Respondents. e. As per the said Agreement No. 3, the agreed date of possession of the said flat along with the facilities and amenities was 31.01.2022. However, the Respondents have, failed and neglected to complete the said project and to deliver possession of the said flat No. 3 to the Complainant, even after the agreed date of possession of the said flat No. 3 i.e., 3l.01.2022 till the date of the complaint.

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		f. The Respondents had represented to the Complainant and the Respondent Nos. 4 and 5 that the said project was especially being developed for senior citizens. Hence, the time stipulated in the said Agreement No. 3 was the essence of the contract. g. Hence, the Complainant has the right to recover interest on the entire amount paid towards the said flat No. 3 till handing over possession of the said flat No. 3 to the Complainant. h. the Respondent Nos. 1 to 3 were slow in completing the construction even after Covid-19 pandemic. Thus, the delay in possession is largely attributable to lethargic attitude and failure on the part of the Respondent Nos. 1 to 3 alone due to their financial difficulties as posed by them. Also, the Respondent Nos. 1 to 3 did not inform the Complainant and the Respondent Nos. 4 and 5 about the delay in possession and the extension of project completion date. i. As per the Respondent Nos. 1 to 3, the said project was completed in view of Occupancy Certificate dated 08.05.2024. However, the Complainant and other flat purchasers have found that no permanent electricity supply with individual meters and without permission of MSEDCL and no authority to commission the lifts was obtained by the Respondent Nos. 1 to 3. In addition, in spite of the purported Occupancy Certificate, the said flat No. 3 was evidently not habitable especially for the senior citizens. the occupancy certificate obtained by the Respondent Nos. 1 to 3 is in contravention with Development Control and Promotion Regulations for regional plan areas.

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		j. The Respondent sent possession letter notice dated l1.05.2024 with demand of total Rs. 9,96,310/- including Rs. 4,00,000/- towards maintenance deposit payable to Athashri Homes Pvt. Ltd. The maintenance deposit is payable to the society and not to the promoter/Respondent No. 1. Therefore, the demand of the Respondent Nos. 1 to 3 was in contravention with the said Agreement No. 3 and not binding on the Complainant. Further, the bank account in the name of society was already opened in the name of Forest Trails Athashri B_2 Co_operative Housing Society Ltd. in pursuance of the order dated 02.01.2024 passed by Assistant Registrar Co-operative Societies, Mulshi (paud), pune. The Complainant and the other 2 joint purchasers are/were always ready and willing to pay the due amounts as per the said agreement. However, the respondents No. 1 to 3 have compelled the complainant to pay the maintenance amount of Rs. 4,00,000/- in their account instead of the society account. The Complainant has paid the same under protest and without prejudice to their rights. k. The respondents offered possession of the said flat to the complainant. The complainant has accepted possession of the said flat under protest without prejudice to his rights to claim and recover compensation for the delay in possession, on 06.07.2024.
4.	CC12400207 24.09.2024	a. The Complainants, in the year 2017, decided to purchase a 2-BHK flat (A-1304) (hereinafter referred to as the **"said flat No. 4"**) in the said project. The Complainants, as per the registered flat purchase agreement dated 27.11.2017 (hereinafter referred to as the **"said Agreement No. 4"**), paid part consideration of Rs. 38,76,190/- in

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		instalments from 11.06.2017 to 30.04.2024 towards the purchase of the said flat as per the said Agreement. b. The Respondents failed and neglected to complete the said project and to deliver possession of the said flat No. 4 to the Complainants even after the agreed date of possession i.e., 31.07.2021 of the said flat. c. The Complainants, on various occasions, demanded a refund along with interest on the part consideration paid towards the said flat No. 4 from the Respondents. The Complainants also sent a legal notice dated 15.05.2024 to the Respondents. However, in spite of receiving the legal notice on 17.05.2024, the Respondents have failed and neglected to pay the compensation or part thereof, till date. d. The Respondents have failed to complete the said project in the agreed time period and also failed to pay the compensation for the delayed period. Hence, this complaint.
5.	CC12400985 03.12.2024	a. The Complainants, in the year 2020, decided to purchase flats No. B-0203 and B-0204 (hereinafter referred to as the **"said flat Nos. 5(a) and 5(b)**), respectively, in the said project. b. The Complainants, as per the registered flat purchase agreement dated 28.12.2020 (hereinafter referred to as the **"said Agreement No. 5"**), paid total consideration of Rs. 48,48,527/- and Rs. 47,82,447/-, respectively, for purchasing the said flat No. 5 (a) and 5 (b) to the Respondents which includes flat purchase price and taxes, stamp duty, registration fees, one year maintenance charges and one time maintenance charges.

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		c. The Respondents failed and neglected to complete the said project and to deliver possession of the said flat No. 5 (a) and 5 (b) to the Complainants even after the agreed date of possession i.e., 31.01.2022 of the said flats No. 5. d. The Complainants, on various occasions, demanded a refund along with interest on the part consideration paid towards the said flat No. 5 (a) and 5 (b) from the Respondents. The Complainants also sent a legal notice dated 31.05.2024 to the Respondents. However, in spite of receiving the legal notice on 04.06.2024, the Respondents have neither paid the compensation or part thereof, nor replied to the legal notice till date. e. The Respondents have failed to complete the said project in the agreed time period and also failed to pay the compensation for the delayed period. Hence, this complaint.

7. The common submissions of the Respondents are as follows:-
8. The said project got delayed due to various reasons beyond control of Respondent. The original date for completion of the said project was 31.07.2021, however, on account of the pandemic situation which existed from March 2020 right up to March 2022, the Respondent faced several challenges like labor migrations and disruptions in supply of construction material and various funding by financial institutions.
9. Taking all these factual aspects into consideration, the Respondent obtained the extension of validity till 31.07.2023 and further the Respondent also duly applied to MahaRERA for extension of the period for completion of the said project and the same was extended till 31.07.2024.
10. Though while deciding complaints filed under the provisions of Section 18 of the said Act, the date for completion of the Project as given in the Agreement is to be

taken into consideration and not the extended date granted by MahaRERA for completion of the project.

11. The peculiar circumstances governing the said project need to be taken into consideration in the present case. The factors which have led to the inadvertent delay in completing the said project have been considered by MahaRERA for the purpose of extending the period for completion of the said Project and therefore the same need to be taken into consideration for the purpose of deciding the present complaint.

12. The brief submissions of the Respondents at in individual complaints at Sr. Nos. 1 to 5 are as follows:

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
1.	CC005000000421093 10.06.2024	a. As per the terms of the said Agreement No. 1, the possession in respect of the said flat No. 1 was agreed to be handed over by the Respondent to the Complainant on or before 31.07.2023. b. The Complainant has taken the possession of the said flat No. 1 on 25.06.2024 in pursuance of the receipt of Occupation Certificate dated 08.05.2024. According to the Complainant, he has paid part of the agreed consideration amount i.e. an amount of Rs. 41,15,058/- to the Respondent through instalments from May 2022 to April 2024 and the balance consideration amount of Rs. 11,88,137/- was paid by the Complainant to the Respondent on 01.06.2024. However, the Complainant is claiming interest on the entire consideration amount of Rs. 52,15,185/- w.e.f. 31.07.2023 up to 31.05.2024 amounting to Rs. 3,72,070/-. The Complainant is seeking interest on part of the amount which has been admittedly paid after 31.07.2023 and therefore the said demand cannot be said

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		to be legal and valid and thus, the Complainant is not entitled to the interest amount as claimed in the present proceedings.
2.	CC005000000471329 17.07.2024	a. As per the terms of the said Agreement No. 2, the possession in respect of the said flat No. 2 was agreed to be handed over by the Respondent to the Complainant on or before 31.07.2021. b. The Complainant has taken the possession of the said flat No. 2 on 08.07.2024 in pursuance of the receipt of Occupation Certificate dated 08.05.2024. According to the Complainant, he has paid part of the agreed consideration amount i.e. an amount of Rs. 45,63,041/- to the Respondent through instalments from 11.06.2017 to 22.12.2023 and the balance consideration amount of Rs. 7,59,030/- was paid by the Complainant to the Respondent on 01.06.2024 and 06.06.2024. However, the Complainant is claiming interest on the entire consideration amount of Rs. 49,15,607/- w.e.f. 31.07.2021 up to 30.06.2024 amounting to Rs. 15,55,585/-. The Complainant is seeking interest on part of the amount which has been admittedly paid after 31.07.2021 and therefore the said demand cannot be said to be legal and valid and thus, the Complainant is not entitled to the interest amount as claimed in the present proceedings.
3.	CC005000000471329 17.07.2024	a. As per the terms of the said Agreement No. 3, the possession in respect of the said flat No. 3 was agreed to be handed over by the Respondent to the Complainant on or before 31.07.2021. b. The Complainant has taken the possession of the said flat No. 3 on 26.07.2024 in pursuance of the receipt of Occupation Certificate dated 08.05.2024. According to the Complainant, he has paid part

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		of the agreed consideration amount i.e. an amount of Rs. 19,88,639/- to the Respondent through instalments from 01.08.2021 to July 2024. However, the Complainant is claiming interest on the entire consideration amount which was paid after 31.07.2023 and therefore the said demand cannot be said to be legal and valid and thus, the Complainant is not entitled to the interest amount as claimed in the present proceedings.
4.	CC12400207 24.09.2024	a. As per the terms of the said Agreement No. 4, the possession in respect of the said flat No. 4 was agreed to be handed over by the Respondent to the Complainant on or before 31.07.2021. b. The Complainant has taken the possession of the said flat No. 4 on 19.10.2024 in pursuance of the receipt of Occupation Certificate dated 08.05.2024. According to the Complainant, he has paid part of the agreed consideration amount i.e. an amount of Rs. 12,65,152/- (excluding 3 taxes) to the Respondent through instalments from August 2021 to May 2024 till offer of possession. However, the Complainant is claiming interest on the entire consideration amount. The Complainant is seeking interest on part of the amount which has been admittedly paid later on and therefore the said demand cannot be said to be legal and valid and thus, the Complainant is not entitled to the interest amount as claimed in the present proceedings.
5.	CC12400985 03.12.2024	a. As per the terms of the said Agreement No. 5, the possession in respect of the said flat No. 5 (a) and 5 (b) was agreed to be handed over by the Respondent to the Complainant on or before 31.01.2022.

SR. NOS	COMPLAINT NOS./ DATE OF FILING	FACTS
		b. The Complainant has taken the possession of the said flat No. 5 (a) and 5 (b) on 19.06.2024 in pursuance of the receipt of Occupation Certificate dated 08.05.2024. According to the Complainant, he has paid part of the agreed consideration amount i.e. an amount of Rs. 14,72,393/-for Flat No.203 and Rs. 14,72,391/-for Flat No.204 to the Respondent through instalments from August 2021 to June 2024. However, the Complainant is claiming interest on the entire consideration amount from date of filing to the possession of the said flat. The Complainant is seeking interest on part of the amount which has been admittedly paid later and therefore the said demand cannot be said to be legal and valid and thus, the Complainant is not entitled to the interest amount as claimed in the present proceedings.

13. The Complainants in complaint at Sr. No. 5 have filed rejoinder. The brief facts of the rejoinder as follows:-

14. The said Agreement No. 5 were executed on 28.12.2020. Beyond Covid period, and its exemption, the Respondents are not entitled to escape from the liability for the delay caused. The Respondents have not given any sufficient reason which will be tenable at law for the delay. The Complainant has admittedly paid the due amounts as per demand of the Respondents.

15. The Complainants are husband and wife. They intended to purchase two flats adjacent to each other in the same project. Therefore, all the questions of facts and law are same and arising out of same transaction. Hence one common complaint has been filed. Without prejudice to above, in the alternative, the complainants state that if the Authority directs to pay additional court fee, the complainants hereby undertake to pay the same.

16. The brief written submissions of the Complainants in Sr. Nos. 1 to 5 which are not repeated herein before are as follows:-

	COMPLAINT NOS. / DATE OF FILING	**WRITTEN SUBMISSIONS/ARGUMENTS**
1.	CC005000000421093 10.06.2024	a. The said Agreement No. 1 was executed and registered on 06.06.2022 which is after the pandemic period. The Respondent was aware of its financial conditions and entered into the said Agreement No. 1 with possession date as 31.07.2023. b. The Complainant has admittedly paid the due amounts as per demand of the Respondents.
2.	CC005000000471329 17.07.2024	Repetition of complaint
3.	CC005000000471507 10.08.2024	a. The said Agreement No. 3 was executed and registered on 27.05.2021 which is during the pandemic period. The Respondent was aware of its financial conditions and entered into the said Agreement No. 1 with possession date as 31.01.2022. b. The Complainant has admittedly paid the due amounts as per demand of the Respondents.
4.	CC12400207 24.09.2024	Not uploaded
5.	CC12400985 03.12.2024	Repetition of Rejoinder

17. The brief submissions of the Respondents which are not repeated hereinbefore are as follows:-

	COMPLAINT NOS. / DATE OF FILING	WRITTEN SUBMISSIONS/ARGUMENTS OF RESPONDENT
1.	CC005000000421093 10.06.2024	Repetition of reply
2.	CC005000000471329 17.07.2024	
3.	CC005000000471507 10.08.2024	
4.	CC12400207 24.09.2024	
5.	CC12400985 03.12.2024	Not uploaded

18. The said flat Nos. 1 to 5 are hereinafter collectively referred as **"said flats"** for the sake of brevity.

19. Considering the pleading of the parties, the following points arise for my determination. My findings thereon are recorded as under for the reasons stated below:

REASONS

Sr. No.	Points	Findings
1.	Whether the Complainants are entitled for a direction against the Respondent to make payment of interest for delayed possession?	Affirmative
2.	What Order?	As per Final Order

Reasons for Point No. 1

20. In all the complaints, the Complainants have alleged that they had paid the entire consideration in all the complaints and that the Respondents have failed to handover possession on the agreed dates of possession mentioned in their respective Agreements. The Respondents have accepted the said contentions of the Complainants save and except that the project was delayed on account of Covid 19 Pandemic. The Complainants have referred to Agreements for Sale executed in the respective complaints and have also uploaded copies thereof in Sr. Nos. 1 to 3, whereas, no copies of Agreements have been brought on record in complaint at Sr. Nos. 4 and 5. Having said that, it is seen that the Respondents have not negated entering into Agreements with the Complainants. Moreover, in all the 5 complaints, the Complainants have been granted possession of their respective flats which means the Respondent has received the entire consideration amount from the complainants in Sr. Nos. 1 to 5.

21. As per the contention of the Complainants, as per the terms of the Agreements, the Respondent was to handover possession of the said flats on or before the dates mentioned in their respective Agreements. It is also seen that the Complainants have paid part payments with respect to their respective Agreements after the Respondents offered possession. Moreover, it is also seen that in complaint No. 5, the Complainants are claiming interest with respect to two flats, however, it is seen from the reply of the Respondents filed in the said complaint, that only one registered Agreement has been referred to have been executed and registered and hence, in the absence of evidence contrary to the said Agreement, this Authority has no reason to disbelieve that 2 flats were purchased vide a single registered Agreement.

22. Moreover, it is noticed that most of the facts and submissions of the Complainants in all the five complaints are identical. Additionally, each Complainants have stated that they have made the payment of entire consideration to the Respondents and the Respondents have also admitted to have received the entire consideration from the Complainants save and except that the part payment was made by the Complainants after the possession was offered by the Respondents to the

Complainants hence, the Complainants are not entitled to interest on the amounts which have been paid after the agreed date of possession.

23. From the pleadings of the parties, it is seen that the Complainants are mainly seeking prayer of interest for delayed possession in all the five complaints. Hence, it is imperative that the relevant provisions be perused. Section 18 deals with Return of amount and Compensation.

Section 18 – Return of amount and Compensation

"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 to sell 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..."

24. The aforesaid explicit provision under section 18 of the said Act clearly provides that on failure of the promoter to handover possession of the flat to the allottee on the agreed date of possession mentioned in the agreement for sale, the allottee has two choices either to withdraw from the project or to continue in the project. If the allottee intends to withdraw from the project, the promoter on demand of the allottee is liable to refund the entire amount paid by the allottee along with interest and compensation as prescribed under the said Act. If the allottee is willing to continue in the project, in that event, the promoter is liable to pay interest for the delayed possession.

25. Likewise, in the present complaints, the Complainants in all the five complaints have prayed interest for delayed possession since all the complainants have

received possession of their respective flats from the Respondents on different dates which are mentioned hereinabove.

26. As per the provisions of section 18 of the said Act, if the promoter fails to handover possession by the agreed date mentioned in the Agreement to Sale, the Promoter is liable to pay interest to the allottee and this provision does not provide for any waiver or disclaimer or exception on account of force majeure event happening. It is an absolute provision and the Hon'ble Supreme Court has also held in Newtech Judgment that the right of the allottee to seek reliefs in terms of Section 18 is unqualified right and hence, it is clear that remedy under the Section 18 is available to the allottee only after the promised date of possession/completion is expired and in the present complaints, promised or agreed date of possession in all the 5 complaints has lapsed on the respective agreed dates. Further, from the records it is observed that the said project is complete and possession has been received by all the Complainants Thus, it is proved that there is a delay on part of the Respondents regarding the handover of possession of the said flats to the Complainants with occupancy certificate in terms of the date of possession mentioned in the respective Agreements executed between the parties, which delay has stopped on the receipt of possession by the Complainants of their respective flats from the Respondents.

27. Therefore, after considering the aforementioned observations, provisions of the said Act, facts of all the five complaints before this Authority, submissions of the Complainants and the material placed on record, the Authority hereby concludes that the Respondent has failed to handover possession along with Occupancy Certificate by the dates of possession mentioned in the respective Agreements and as such, the Complainants in all the five complaints are entitled to seek reliefs under section 18 of the said Act for interest on account of delay in handover of possession, from the date as more specifically mentioned in the said Agreements which are tabulated as follows shall be considered for calculating interest on account of delay till the date the Complainants have received the possession of the said flats, respectively.

SR.NOS.	COMPLAINT NOS./ DATE OF FILING	FLAT NO./ WING	Date of AFS	DATE OF POSSESSION AS PER AFS	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
1.	CC005000000421093 10.06.2024	A-1301	06.06.2022	31.07.2023	01.08.2023	24.06.2024
2.	CC005000000471329 17.07.2024	A-205	31.10.2017	31.07.2021	01.08.2021	07.07.2024
3.	CC005000000471507 10.08.2024	A-0110	27.05.2021	31.01.2022	01.02.2022	25.07.2024
4.	CC12400207 24.09.2024	A-1304	27.11.2017	31.07.2021	01.08.2021	18.10.2024
5.	CC12400985 03.12.2024	B-0203 and B-0204	28.12.2020	31.01.2022	01.02.2022	18.06.2024

28. Other reliefs sought by the Complainants at Sr. Nos. 1 to 5 stand rejected.

29. Since the Respondents have failed to handover the possession of the said flats on the agreed date of possession, the Complainants were constrained to file the present complaints, hence, the Complainants in all the five complaints are entitled for the cost of the present complaints. Hence, I answer the point No. 1 in affirmative and proceed to pass the following order: -

ORDER

30. The complaints are partly allowed as follows:-

a. The Complainants are entitled to claim interest for delay in handing over possession of the said flats on the amount paid to the Respondent towards consideration of the said flats till the respective agreed dates of possession mentioned in the respective Agreements for Sale and more particularly mentioned herein in the table at para no. 27 in the column "INTEREST TO BE PAID FROM" at the rate as prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules 2017 till the date mentioned in column "INTEREST TO BE PAID TILL".

b. Needless to state here that the actual amount as provided under section 18 of the said Act means the amount paid by the Complainants as on the agreed date of possession mentioned in the respective Agreements towards the consideration of the said flats only, excluding the stamp duty, registration charges and taxes etc. paid to the government.

c. The Complainants at Sr. No. 5 are directed to pay Rs. 5000/- to MahaRERA towards complaint filing fee.

d. The Respondents from concerned complaints are directed to pay cost of Rs. 20,000/- to each Complainant in complaint Nos. 1 to 5, respectively towards the cost of the present complaints.

RAVINDRA PADMAKARA O DESHPANDE

Digitally signed by RAVINDRA PADMAKARAO DESHPANDE
Date: 2026.03.17 16:58:38 +05'30'

(Ravindra Deshpande)
Member II, MahaRERA

Date :- 17.03.2026