BEFORE THE MAHARASHTRA

REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through hybrid mode

COMPLAINT NO. CC12601016

1. SANDHYA PURUSHOTTAM SHIRALKAR
2. PURUSHOTTAM SHRIHARI SHIRALKAR …COMPLAINANTS

VS.

PARANJAPE SCHEMES (CONSTRUCTION) LIMITED …RESPONDENT

MAHARERA PROJECT REGISTRATION NO. P52100000029

Order
July 23rd, 2026
(*Date of hearing – 30.06.2026, matter was reserved for order*)

Coram: Shri. Manoj Saunik, Chairperson, MahaRERA
Advocate Diana Thomas appeared for the Complainants.
Advocate Marathe appeared for the Respondent.

1. The complainants are homebuyers and allottees within the meaning of section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "said Act") of Real Estate Regulatory Authority (hereinafter referred to as the "RERA"), and the respondent is the promoter within the meaning of section 2 (zk) of the said Act who has registered 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. On the MahaRERA project registration webpage, the proposed date of completion is mentioned as 31.07.2022 and the extended date of completion of the project is mentioned as 31.07.2024. The said project has received an

occupancy certificate dated 08.05.2024 issued by Pune Metropolitan Region Development Authority, Pune.

3. The complainants are seeking the following reliefs:

a) The Hon'ble Authority be pleased to direct and order the respondent to pay interest of Rs. 11,29,901/- 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.

b) The Hon'ble Authority be pleased to direct and order the respondent to pay Rs.55,000/- as the cost of litigation expenses incurred by the complainant.

c) Any other relief may be granted in the interest of justice.

4. The captioned complaint was heard on 30.06.2026 wherein the following roznama was recorded by this authority: -

"Heard both parties. Matter is reserved for orders."

5. The brief facts of the complaint are as follows:

Date of Filing	Flat No.	Date of Agreement for Sale	Date of Possession (as per AFS)	Total Consideration (In Rupees)	Reliefs
25.02.2026	A-1302	05.11.2018	31.07.2021	Rs.51,90,890/-	Interest for delayed possession and Cost.

6. The brief facts and submissions of the complainants are as follows:

A. That, the complainants executed a duly registered agreement for sale dated 05.11.2018 with the respondent in respect of flat no. A-1302 along with one covered parking bearing no. UG – 22 for a total consideration of Rs.51,90,890/-, excluding stamp duty, registration charges, GST and other charges. It is further submitted that the complainants have paid an aggregate amount of Rs.58,70,312/-, inclusive of stamp duty, GST and other applicable charges.

B. As per the said agreement for sale, the possession of the said flat was to be handed over on or before 31.07.2021. However, the respondent failed to complete the project and hand over possession within the stipulated period.

C. The complainants submitted that although the respondent obtained an occupancy certificate dated 08.05.2024 and offered possession of the said flat, the said project lacked essential facilities, including permanent electricity supply with individual meters and requisite permissions for commissioning the lifts, rendering the project uninhabitable, particularly for senior citizens.

D. That, the respondent issued a possession demand letter dated 20.05.2024 calling upon the complainants to pay the balance consideration and take possession of the said flat. It is further submitted that the complainants took possession of the said flat on 22.01.2025 vide possession acknowledgement letter.

E. That, on account of the delay in handing over possession of the said flat in terms of the said agreement for sale, the complainants issued a legal notice dated 21.08.2025 claiming interest for delayed possession on the entire amount paid, to which the respondent replied vide notice dated 15.09.2025, denying the allegations.

F. The complainants deny that the delay was attributable to the COVID-19 pandemic and contended that the respondent, due to its own negligence, failed to complete the project within the stipulated timeline. Accordingly, the complainants seek interest for delayed possession under section 18 of the Act.

7. The brief facts and submissions of the respondent is as follows:

A. The respondent submits that the complainants entered into a registered agreement for sale dated 05.11.2018 for purchase of the said flat for a total consideration of Rs.51,90,890/-, wherein possession was agreed to be handed over on or before 31.07.2021. The respondent further submitted that

the delay in completion of the project was attributable to force majeure circumstances, particularly the COVID-19 pandemic, resulting in labour shortages, disruption in the supply of construction materials and financial constraints.

B. The respondent submits that the occupancy certificate was obtained on 08.05.2024 within the extended project registration period. Thereafter, the respondent issued a possession demand notice dated 20.05.2024, offering possession of the said flat subject to payment of the outstanding balance consideration. It is further submitted that the complainants accepted possession of the said flat via possession letter dated 22.01.2025.

C. The respondent submits that the present complaint was filed before this Authority on 25.02.2026, after the complainants had accepted possession of the said flat. It was further contended that section 18 of the Act is attracted only where the promoter fails to hand over possession in terms of the said agreement for sale and, therefore, the present complaint is not maintainable.

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

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

A. Upon perusal of the record, it is observed that the said project has received an occupancy certificate dated 08.05.2024 and is applicable to the said flat of the complainants.

B. It is observed that the complainants entered into a registered agreement for sale dated 05.11.2018 in respect of the said flat along with one covered parking bearing no. UG – 22, wherein the respondent agreed to hand over possession of the said flat on or before 31.07.2021.

C. It is observed that pursuant to the issuance of the occupancy certificate dated 08.05.2024, the respondent issued a possession demand notice dated 20.05.2024, offering possession of the said flat and calling upon the complainants to pay the balance outstanding consideration. It is further observed that the complainants took possession of the said flat pursuant to the possession acknowledgement letter dated 22.01.2025, which records that the entire consideration amount had been paid by the complainants and does not reflect any reservation or objection regarding acceptance of possession under protest or without prejudice to their rights, as contended by the complainants.

D. It is pertinent to note that while section 18 of the Act does not specify a limitation period, the section has an inbuilt limitation as it does not provide for raising and addressing grievances which are known today, in the future. Further the conduct of the complainant does not indicate timely assertion of rights under the Act. The complaint appears to be an afterthought and, therefore, is not maintainable.

10. The Authority observes that the respondent obtained the occupancy certificate dated 08.05.2024 and thereafter offered possession of the said flat vide possession notice dated 20.05.2024, which was accepted by the complainants upon payment of the due consideration. It is further observed that the complainants accepted possession on 22.01.2025 and filed the present complaint on 25.02.2026 i.e., after a period of more than one year from the date of acceptance of possession. Therefore, the complainants are not entitled for the reliefs sought under section 18 of the Act are not maintainable in the light of the above observations. Thus, the issue framed at paragraph no. 8 is answered in the **negative.**

FINAL ORDER

11. Therefore, after considering the aforementioned observations and provisions of the Act, the materials placed on record, the facts of the case and submissions made by the parties, the Authority passes the following order:

A. The captioned complaint is **dismissed** for the reasons more specifically mentioned hereinabove.

B. No order as to costs.

MANOJ SAUNIK
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Date: 2026.07.23 10:01:18 +05'30'

Manoj Saunik
Chairperson, MahaRERA