BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Complaint No. CC12500656

1. Manish Purushottam Bhat
2. Manish Bhat
3. Shrutika Sanjay Kalaskar ... Complainants

Versus

1. Paranjape Schemes (Construction)Ltd.
2. Mr. Dilip Waman Phatak
3. Ms. Vrushali Vilas Amale ... Respondents

MahaRERA Project Registration No. P52100000067

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

Ld. Adv. Amruta Salunke appeared for the complainants.

Mr Karve, Representative appeared for the respondent.

FINAL ORDER

(Order Pronounced on Thursday, 4th December 2025)

(Matter reserved for orders on 03-09-2025)

(Hearing Through Hybrid Mode)

1. The complainants above named have filed this online complaint before the MahaRERA on 24-02-2025 mainly seeking directions from the MahaRERA, to direct the respondent to pay interest, compensation and cost, provide alternative suitable parking space and not to create third party interest in the said flat as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA'), in respect of the booking of a Flat No. T9 -1705 of 2BHK type, having carpet area admeasuring 48.33 sq. mtrs. on the 17th floor (hereinafter referred to as "the said flat"), in the respondents' registered project known as "**Forest Trails Highland Tower 9, 10 and 11**" bearing MahaRERA registration No. **P52100000067** located at Sector No.R-12B , Survey No. 16/1 and others, Taluka Mulshi, Dist. Pune (hereinafter referred to as the 'said project').

2. This complaint was heard by MahaRERA on several occasions and the same was heard finally on 03-09-2025 as per Circular No. 48 dated 11-08-2025 issued by MahaRERA for hearing of complaints through Hybrid Mode. Both the parties have been issued prior

intimation of the said hearing, and they were also informed to file their written submissions if any. 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 as per their appearances and also perused the available record.

3. After hearing the arguments of both the parties, the following Roznama was recorded in this complaint:–

On 03-09-2025 :

"The complainants are present. The respondents are absent. As per the prayers of the complainants, the issue of car parking has been solved. However, the respondents have not yet given any formal parking letter. The other prayer of the complainants was for interest for delay since the date of possession mentioned is December 2022 and the OC was received in September 2024 subsequent to which, the possession was obtained in October 2024 and this complaint is filed in February 2025. Therefore, the complainants pray for interest for a period of 22 months. The respondents may file a reply to the complaint along with written submissions within a period of two weeks i.e. by 17-09-2025. The complainants may file a rejoinder to the reply of the respondents along with written submissions within a further period of one week i.e. by 24-09-2025, even if the respondents do not file any reply/written submissions. In case the respondents do not file any reply/written submissions, MahaRERA will be constrained to decide the matter ex-parte against the respondents on merits. Therefore, the matter is reserved for orders suitably after 24-09-2025, based on the arguments in the hearing and the reply, rejoinder and written submissions filed in the complaint. It is relevant to mention that the parking issue was resolved in the conciliation proceedings."

4. Pursuant to directions in the aforesaid hearing, the complainants have filed their written submissions on 09-09-2025 and the respondents have filed their reply on 21-09-2025. The same are accepted and taken on record. Hence, the MahaRERA has perused the available record.

5. It is the case of the complainants that the respondents, a registered company, were entitled to develop the said land by obtaining necessary approvals from the concerned government authorities for the said project. In order to promote the sale of the project, the respondents published advertisements through various media platforms and presented an exaggerated

and attractive depiction of the project. After discussions regarding the required sanctions from government authorities and relying upon the respondents' representations concerning the quality of construction and timely possession of the residential unit on or before 30-12-2022, the complainants decided to book the said flat for a total aggregate consideration (including parking spaces) of Rs. 45,42,593/- excluding taxes. Prior to execution of the agreement, the complainants paid an amount of Rs. 4,54,260/- as advance or application money. Accordingly, both parties executed a registered Agreement for Sale dated 16-02-2022. The complainants have submitted that they have complied with all duties cast upon them under the agreement. However, the respondents have failed to fulfil their contractual obligations. As per Clause 4 of the registered Agreement for Sale dated 16-02-2022, the respondents committed to hand over peaceful possession of the said flat on or before 30-12-2022. However, they failed to adhere to this timeline, resulting in a delay of nearly two years. Further, possession was eventually handed over on 29-10-2024, which constitutes a clear breach of contractual terms. The respondents cannot take shelter under the Covid-19 pandemic, as the agreement was executed after the pandemic period. The complainants have submitted that the delay is not attributable to force majeure or any pandemic-related restrictions. Despite repeatedly following up regarding the stage of completion, the respondents only offered false assurances and failed to provide alternative accommodation, even though the complainants were in dire need of possession. Further, clause 3, Para 3.5 of the agreement clearly stipulates that if the promoter fails to abide by the time schedule for completing the project and handing over possession, the promoter is liable to pay interest to the purchaser as per RERA. The complainants have further submitted that the parking space provided by the respondents is inadequate and has caused damage to their vehicle. The narrow parking bay restricts the opening of car doors, resulting in difficulty in access and potential harm to the car. Due to the respondents' failure, the complainants have suffered undue harassment, mental agony, and additional financial burden, including being compelled to undergo unnecessary litigation. In view of the above facts, the complainants pray for the reliefs as sought for in the same.

6. The complainants have filed their written submissions on 09-09-2025, reiterating the averments and contentions stated in their complaint. They further submitted that during the virtual conciliation hearing held on 17-07-2025, the respondent had agreed to allot an alternative parking space to the complainants, and accordingly, a parking space in the basement has been provided. However, no documentation confirming such allotment has been executed by the respondent. Hence, the complainants pray for the reliefs sought in their

complaint.

7. The respondents have filed their reply to the complaint on 21-09-2025, refuting the contentions of the complainants and stating that the reliefs sought are beyond the scope of the provisions of RERA as well as the terms of the Agreement for Sale executed between the parties. The respondents stated that they have already completed construction of eight towers (T-1 to T-8) in the project and are presently developing Towers T-9 to T-11 in accordance with the approved building permissions. As per the Agreement for Sale, possession of the said flat was agreed to be handed over to the complainants on or before 30-12-2022. The respondents further stated that the Forest Trail Township Project is spread over more than 71 hectares and the Highland Project forms part of this larger development. Due to the Covid-19 pandemic from March 2020 to March 2022, the respondents faced several challenges including labour migration, disruption in supply of construction materials, and funding constraints from financial institutions. Consequently, the respondents applied to MahaRERA seeking an extension of the project completion timeline, which was duly granted. The respondents further submitted that the financial challenges were resolved after SWAMIH funding commenced in April 2023. Thereafter, the respondents obtained the occupancy certificate on 27-09-2024, and the complainants received possession of the said flat on 29-10-2024. Hence, the respondents have prayed that the present complaint be dismissed.

8. The MahaRERA has examined the submissions advanced by both parties and has also perused the available record. The complainants, being the allottees of the said project, by filing this complaint under Section 31 of the RERA, have approached the MahaRERA, mainly seeking interest and compensation on account of delay under the provisions of Section 18 of the RERA. The complainants have contended that, under the agreement for sale dated 16-02-2022, the respondent had agreed to hand over possession of the said flat to them on or before 31-12-2022. However, the respondent has failed to handover possession of the said flat to them on the said agreed date of possession. Hence, they have filed this complaint seeking reliefs under section 18 of the RERA towards, possession of the said flat along with interest and compensation on account of the said delay. The complainants have also sought one car parking space as per the said agreement for sale.

9. The respondent has refuted the aforesaid claims raised by the complainants and contended that, as per the agreement for sale, possession of the said flat was to be handed over to the complainant on or before 31-12-2022. However, the project was delayed on account of the various reasons, which constituted the force majeure events. Notwithstanding the said

constraint, the respondent has completed the said project and obtained OC for the same on 27-09-2024 and accordingly, the complainants have obtained possession of the said flat on 29-10-2024. Hence, it has prayed for dismissal of this complaint.

10. Be that as it may, on bare perusal of the aforesaid submissions made by both the parties, the following observations are noteworthy in this complaint:

a) As far as the substantive issue of interest and compensation sought by the complainants, under section 18 of the RERA, the MahaRERA has noticed that admittedly, this complaint is filed on 20-11-2024 seeking the said relief. Hence, before dealing with the facts of this complaint, it is pertinent to examine the term "possession" as contemplated under section 18 of the RERA, which reads as under:

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

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

c) Likewise, in the present case, the complainants alleging the violation of the aforesaid provisions of section 18 of the RERA, have approached the MahaRERA mainly seeking interest and compensation on account of the delay. However, in the present case on bare

perusal of the submissions made by the complainants in this complaint and the supporting documents submitted along with their complaint, it appears that the respondent has executed the registered agreement for sale with the complainants on 16-02-2022 and has agreed to handover possession of the said flat to them on 31-12-2022. Admittedly on the said date, the possession was not handed over to the complainants. However, subsequently, the respondent has completed the said project and obtained OC for the same on 27-09-2024 and it has also offered possession of the said flat to them on 29-10-2024. Accordingly, the complainants have obtained possession of the said flat on 29-10-2024 and have filed this complaint before the MahaRERA on 24-02-2025 seeking reliefs under section 18 of the RERA. Admittedly, the complainants have filed this complaint after OC dated 27-09-2024 and also after obtaining possession of the said flat on 29-10-2024.

d) It shows that in the present case, on the date of filing of this complaint i.e. 24-02-2025, the complainants' flat was complete with an occupancy certificate. The possession of the said flat had already been obtained by the complainants. The complainants have filed this complaint seeking relief towards interest and compensation for delayed possession of the said flat only on 24-02-2025, which was after completion of the flat and after obtaining possession of the said flat.

e) In this regard, the MahaRERA is of the view that to ascertain violation of section 18 of the RERA, there are mainly two criteria which are necessary to be examined viz. i) whether the promoter has failed to complete the said project or unable to give possession of the flat in accordance with the terms and conditions of the agreement for sale and ii) by the date specified in the said agreement. Hence, the cause of action as enumerated under section 18 of the RERA was not surviving on the date of filing of this complaint. Hence, the MahaRERA is not inclined to consider the claim of the complainants for interest and compensation for violation of section 18 of the RERA. If the complainants would have approached the MahaRERA seeking relief under section 18 of the RERA, when the cause of action was surviving for them in that event, the said claim of the complainants for interest could have been considered by the MahaRERA on merits.

f) Moreover, it is pertinent to note that the claim of interest for delay or compensation for delay in possession under section 18 of the RERA only triggers when the promoter fails to complete the project or is unable to give possession as per the date specified in the

agreement for sale. However, in this case, the complaint was filed after the receipt of OC for the said unit and also after offer of possession of the said flat to the complainant. Thus, section 18 of the RERA is not left open to claim violation at any later point of time during the lifetime of the said project. The very essence of the said provisions of section 18 of the RERA is that the violation is evident on the date of filing of the complaint and not something that comes to notice at an unforeseeable date in the future. Hence, the MahaRERA prima facie feels that this complaint is not maintainable to seek reliefs under section 18 of the RERA.

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

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

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

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

h) However, it seems that the aforesaid judgements /orders passed by the Hon'ble Appellate Tribunal have been stayed by the Hon'ble Bombay High Court in Second Appeals filed in the same. The said details are as under: -

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

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

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

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

11. In view of the aforesaid observations, MahaRERA does not find any merit in this complaint filed for seeking reliefs under Section 18 of the RERA towards interest and compensation on account of the delay.

12. However, with regard to the issue raised by the complainants regarding allotment of the car parking space, the MahaRERA has noticed that the issue no longer survives, since the complainants, through their written submissions filed on record of MahaRERA on 09-09-2025, have stated that the car parking space has already been provided to them. Hence, no further directions are required in that regard.

13. With these observations and directions, the present complaint stands disposed of.

MAHESH DINKAR PATHAK

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(Mahesh Pathak)

Member – 1/MahaRERA