

Complaint No. CC12501926 and CC12501932
BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

1. Complaint No. CC12501926

Rajkumar Through Legal Heirs Yogesh Agrawal and Ors. ... Complainant

Versus

Sahara Prime City Ltd ... Respondent

2. Complaint No. CC12501932

Sajjankumar Agrawal ... Complainant

Versus

Sahara Prime City Ltd ... Respondent

MahaRERA Project Registration No. P50500013486

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

Ld. Adv. Rishabh Agarwal appeared for the complainants (Through VC)

None appeared for the respondent.

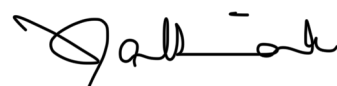
FINAL ORDER

(Order Pronounced on Friday, 20th February 2026)

(Matters reserved for orders on 03-12-2025)

(Hearing Through Hybrid Mode)

1. The complainants above named have filed these 2 separate online complaints before the MahaRERA on 12-06-2025 mainly seeking directions from MahaRERA, to the respondent - promoter, to refund the entire amount along with interest and compensation as prescribed under the provisions of Section 18 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of the booking of their respective flats (as mentioned in the table below at paragraph no. 5) in the respondent's registered project known as "**Sahara City Homes Phase 1 Nagpur**" bearing MahaRERA registration No. **P50500013486** located at **Gawasi Manapur, Nagpur (Rural)**. (hereinafter referred to as the "said project").
2. These complaints were clubbed together and were heard on 30-06-2025 and was heard finally on 03-12-2025 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 hearings, the complainants have appeared as per their appearances recorded in the Roznamas and made their respective submissions. However, the respondent never appeared before the MahaRERA. The MahaRERA heard the submissions of the complainants and also perused the available record.

3. After hearing the arguments of the complainants, the following Roznamas were recorded in these complaints: -

On 30-06-2025

““First Hearing Matter” The complainants are present. The respondent is absent. The complainants desire that these matters be fixed for hearing on merits. Therefore, these matters are to be fixed for hearing on merits on 3-12-2025. Meanwhile, the respondent may file its replies to the complaints within a period of 2 months i.e. by 25-08-2025. Further two months’ time i.e. till 27-10-2025 is granted to the complainants to file rejoinders to the said replies of the respondent. The matters are adjourned to 03-12-2025 for final arguments by both sides.”

On 03-12-2025

“The complainants are present. The respondent is absent. In fact, although the project registration is valid till December 2026, the respondent has never appeared before the MahaRERA in these complaints and was also absent in the earlier proceedings filed by similarly placed complainants regarding the same project. (orders issued on 14-10-2024 in 9 complaints, orders issued on 24-01-2025 in 3 complaints). The complainants have prayed for refund of the amounts paid along with interest and compensation. However, the respondent is given one last chance to file its replies to these complaints within a period of 2 weeks i.e. by 17-12-2025 along with written submissions. Further 2 weeks’ time i.e. by 31-12-2025 is granted to the complainants to file rejoinders to the replies of the respondent along with written submissions. The complainants may file their rejoinder / written submissions, even if the respondent does not file any reply / written submissions. 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 and also based on the earlier orders issued in the same project. Since the matters were kept for final arguments today, the same are reserved for order suitably after 31-12-2025 based on the arguments of the complainants as well as the reply, rejoinder and written submissions filed in the complaints.”

Complaint No. CC12501926 and CC12501932

4. Despite the specific directions given by the MahaRERA, the respondent has not filed any replies on the record of the MahaRERA. The complainants on 27-12-2025 uploaded their written arguments on the record of the MahaRERA. The MahaRERA has also perused the available records.
5. The complainants by filing these online complaints have prayed for refund along with interest and compensation. The information provided by them in their respective online complaints is as follows -

Sr. no. Complaint No.	Flat Details	Date of Agreement for Sale Date of Possession as per AFS	Total Consideration Consideration Paid
1. CC12501926	Flat no. C3- 706.	20-07-2007 (booking letter) Not mentioned	Rs. 33,84,000/- Rs. 33,84,000/-
2. CC12501932	Flat no. C2- 804.	27-08-2015 (allotment letter) 4 months from the date of allotment.	Rs. 20,87,400/- Rs. 20,87,400/-

6. It is the case of the complainants at Sr. No. 1 that the father of the complainant had originally purchased the property from the respondent. However, the father of the complainants expired on 25-08-2020 and his wife expired on 04-10-2021, leaving the complainant as the sole legal heir. The respondent issued a booking letter for the total consideration mentioned hereinabove, out of which the complainant has paid the entire amount to the respondent. The complainant at Sr. No. 2 additionally submitted that the amount payable was reduced and the price of the flat was fixed at Rs. 29,82,000/-, and after a special category discount of 30%, the price payable for the unit was Rs. 20,87,400/-. As per the booking letter issued to the complainant at Sr. No. 1, possession was to be handed over as per the schedule mentioned in the allotment letter; however, no allotment letter was issued. The complainant at Sr. No. 1 submitted that the respondent had orally promised to hand over possession of the flats within 38 months

Jalil

Complaint No. CC12501926 and CC12501932

from allotment. It was further submitted that payments were to be made as per the stages of construction; however, despite receipt of substantial payments, the respondent failed to hand over possession of the flats. Both complainants stated that letters dated 15-09-2016 were received from the respondent wherein the respondent promised reimbursement of Rs. 13,51,458/- (Sr. No. 1) and Rs. 70,097/- (Sr. No. 2). In the said letter, the respondent assured the complainant at Sr. No. 2 that possession would be handed over by 27-12-2015 and agreed to compensate the loss up to 15-09-2016. The respondent further assured both complainants that reimbursement would be provided for losses arising from further delay in execution of the sale deed and handing over possession, along with additional compensation in case of continued delay. However, no agreement for sale has been executed, which indicates deficiency in service on the part of the respondent. Despite repeated follow-up, the respondent failed to provide updates on the project status, execute the agreement for sale, or hand over possession of the flats. Hence, being aggrieved, the complainants filed the present complaints before MahaRERA seeking refund along with interest from the date of payment till realization, along with compensation.

7. The complainants uploaded their written notes of arguments on 27-12-2025 on record of MahaRERA, which are a reiteration of the submissions stated hereinabove.
8. In the present case, the MahaRERA has observed that the complainants have filed these online complaints before MahaRERA seeking refund along with interest and compensation. However, till date the respondent has not bothered to upload its replies in these complaints or file its reply in hard copy, though these complaints were visible to the respondent in its project log-in. Even as per the SOP dated 12-06-2020, the respondent was liable to upload its replies in digital form in these complaints. However, till date the respondent has not complied with the said direction. Furthermore, though the notices for virtual hearings have been duly served upon it, however the respondent failed to appear for the said hearings. Further, on the last date of hearing held on 03-12-2025 was granted to it to file its replies as a last chance within a period of 2 weeks i.e. by 17-12-2025 along with written submissions. However, despite specific directions being



Complaint No. CC12501926 and CC12501932

issued, it has failed to upload any reply/written submission on record of MahaRERA. It shows that the respondent is not willing to contest these complaints. Hence, the MahaRERA has no other alternative but to proceed with these matters ex-parte against the respondent on merits.

9. The MahaRERA has examined the arguments advanced by the complainants. The complainants claiming to be the allottees of this project have filed these complaints seeking refund along with interest, alleging delay in handing over of the possession of their respective flats, under the provisions of section 18 of the RERA. The complainants have mainly contended that as per the said booking application form/allotment letter (as applicable as mentioned in the aforesaid table at para-no. 5), the respondent has agreed to handover possession of their respective flats on various dates as mentioned in the said allotment letter (in complaint at Sr. No. 2). However, despite substantial amounts being paid by them to the respondent promoter, it has failed to handover possession of the said flats to them. Hence, they have filed these complaints seeking reliefs as sought for in the said complaints. To support their claims, the complainants have uploaded copies of the said booking application form/allotment letter (as mentioned in the aforesaid table at para-no. 5 above).
10. The respondent promoter despite notice has neither appeared for the hearings held in these complaints nor has filed any reply to these complaints, despite directions. Hence, all the claims and contentions raised by the complainants in their respective complaints remain undisputed and unchallenged.
11. Be that as it may, in the present case, from the aforesaid submissions made by the complainants, MahaRERA has noticed that these complainants have sought substantive reliefs under section 18 of the RERA towards refund of the entire money paid by them along with interest alleging the delay on the part of the respondent handing over possession of their respective flats as per the agreed dates of possession mentioned in the allotment letter(in Sr. No.2). Admittedly, there is no specific date of possession

mentioned in the booking letter issued in favour of the complainant at Sr. No.1.

12. Hence, before dealing with the facts in these complaints, it is pertinent to examine the term “**possession**” as contemplated under section 18 of the RERA, which reads as under:

“18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, –

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.”

13. From a 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 (in this case allotment letters), by the specified date therein, the allottee has a choice either to withdraw from the said project or to stay with the project. In case the allottee chooses to stay in the project and take possession, he is 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 respondent is liable to refund the amount paid by the complainant along with the interest.
14. In the present case it appears that the respondent has issued the said booking application form/allotment letter to these complainants (as applicable) between the

Complaint No. CC12501926 and CC12501932

year 2007 and 2015 i.e. nearly 17 /10 years back (respectively). Further, the entire amounts have been paid by these complainants as per the said bookings. However, till date the respondent has neither signed registered agreements for sale with them nor has handed over the possession of their respective flats to the complainants even after a period of 17/10 years(as applicable).

15. Further, as observed by MahaRERA, in its earlier orders passed in the said project, while registering the project with the MahaRERA, the respondent has shown the proposed date of completion as 30/06/2021 and the same has been extended to 30/10/2026. However, even on the proposed date of completion of this project i.e. on 30-06-2021, the project was incomplete and the possession was not handed over to the complainants. Therefore, the complainants cannot be made to wait indefinitely for possession of their flats. The respondent has failed to give any justified reasons for the said delay caused for handing over possession of the flats to the complainants for such an unreasonable period of 17/10 years respectively and thereby has violated the provisions of section 18 of the RERA.
16. Moreso, all these contentions /allegations/ submissions made by these complainants with regard to the allotments of the said flats (as per booking form/allotment letter) as well as the claims of the complainants about the dates of possession mentioned in the allotment letter (in Sr. No. 2) remain undisputed and unchallenged. Hence, in this case, the MahaRERA prima facie feels that the complainants are entitled to seek reliefs under section 18 of RERA towards refund along with interest.
17. Furthermore, as stated hereinabove, it is an admitted position that the complainants have paid the entire consideration amount to the respondent; however, the agreement for sale has not been executed with the complainants. This clearly shows that the respondent has violated the provisions of Section 4 of the MOFA (under which the booking was made) as well as Section 13 of the RERA, by failing to execute the agreement for sale even after the commencement of RERA. In these circumstances, MahaRERA is of the prima facie view that the balance of convenience lies in favour of



Complaint No. CC12501926 and CC12501932

the complainants. Hence, the complainants are entitled to seek refund of the amounts paid along with applicable interest, irrespective of the fact that no specific date of possession is mentioned in the booking form executed by the complainant at Sr. No. 1.

18. In the present case, it is pertinent to note that the Ld. Erstwhile Member-1/MahaRERA has already passed an order in a similar complaint in the said project bearing no. CC006000000030190 filed by Mr. Sanjay Paliwal, granting interest reliefs under section 18 of the RERA to the said complainant allottee for the delayed possession from 01/05/2017 till handing over possession to the said complainant. Moreso, this Bench has also passed orders dated 14-10-2024 and 24-01-2025 in the said project in matters concerning similarly placed allottees, granting refund along with interest. Hence, the complainants herein, being allottees of the said project, are entitled to seek similar reliefs at par with other allottees of the said project.
19. As far as the claim of compensation sought by the complainant allottees, the MahaRERA has noticed that the allottees during the course of hearing have not pressed for compensation and also to transfer these complaints to the Ld. Adjudicating Officer/MahaRERA for deciding the quantum of compensation under sections 71 and 72 of the RERA. Needless to state here, as per the explicit provisions of the RERA, the MahaRERA has no jurisdiction to grant any compensation to the complainant allottees. However, the complainant allottees are always at liberty to agitate their grievances about the compensation by filing separate complaints before the Ld. Adjudicating Officer/ MahaRERA in Form-B as prescribed under relevant Rules framed under the RERA, if they so desire.
20. In addition to this, it is pertinent to note that the MahaRERA by issuing various orders, has declared the covid-19 pandemic period as force majeure factor which is beyond the control of the promoter. Accordingly, the one-year grace period is given to all the promoters which have registered their projects with MahaRERA. Furthermore, it is pertinent to note that the Hon'ble Bombay High Court by considering the lockdown restriction issued by the Central as well as the State Government on account of the said

Sanjay Paliwal

Complaint No. CC12501926 and CC12501932

Covid-19 pandemic has issued various orders in Suo Moto PIL No. 1 of 2021 thereby extending the interim orders passed by it in various matters. Even, the Hon'ble Supreme Court of India by taking cognizance of the said epidemic has also passed various orders in Suo Moto Writ Petition (Civil) No. 3 of 2020 and has extended the limitation period from 15-03-2020 till 28-02-2022, thereby the said period was excluded for the purposes of limitation as may be prescribed under any general or special laws in respect of all the judicial or quasi-judicial proceedings. No doubt the said pandemic affected all sectors of the society including the real estate sector. Keeping the same in mind, the MahaRERA has taken such a general decision by issuing said orders in the interest of all the projects registered with the MahaRERA. Hence, the promoter in this case, is also entitled to seek benefit of the said covid-19 pandemic while making the payments towards the interest amount. The said general decisions cannot be changed for this project nor any exception can be made considering the above.


21. In the present case, it is pertinent to note that the complainants have relied upon booking application form/allotment letter issued by the respondent. Further they have also mentioned the total consideration amounts for the said flats booked by them and also the amount paid by them. However, the pleadings of the complainants about date of booking application form/allotment letter, date of possession mentioned therein/total consideration amount as well as the amount paid by the complainants mentioned in these complaints have not been disputed by the respondent promoter by filing any reply to these 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 complainants etc., the parties need to verify the same from the actual record i.e. payment receipts/ ledger accounts etc.
22. In view of the aforesaid facts, 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. 19.



Complaint No. CC12501926 and CC12501932

- c) 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 commencement of the RERA i.e. 1-05-2017 till the actual realization of the said money to the complainant allottees. Till then, the said complainant allottees shall have a charge on the said flats.
- d) 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.
- e) 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 said complainant shall be made within 6 months in 6 equal instalments.
- f) With regard to the payment of interest to the complainant- allottees at the MahaRERA further directs that the promoter is entitled to claim the benefit of "moratorium period" as mentioned in the Notifications/ Orders nos. 13 and 14 dated 2nd April 2020, 18th May 2020 and 6th August, 2021 issued by the MahaRERA and the Notification/ Order which may be issued in this regard from time to time.

23. With these directions, both these complaints stand disposed of.


(Mahesh Pathak)
Member - 1/MahaRERA