

**BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY  
AUTHORITY, MUMBAI**

Hybrid Hearing held as per MahaRERA Circular No.: 49/2025

**1. COMPLAINT NO. CC12500879**

GOBIND RAJANI ...COMPLAINANT

VS

TYCOONS AVANTI PROJECTS PVT. LTD. ...RESPONDENT  
A/W

**2. COMPLAINT NO. CC006000000591406**

1. JITHIN PHILIP MATHEWS

2. MATHEWS MATHAI ...COMPLAINANTS

VS.

TYCOONS AVANTI PROJECTS LLP ...RESPONDENT

**MAHARERA PROJECT REGISTRATION NO. P51700009933**

**Final Order**

**15.06.2026**

*(Date of hearing- 01.10.2025)*

**Coram: Ravindra Deshpande, Member II, MahaRERA**

*Adv. Kumar Ghind for Complainant in Sr. No. 1*

*Adv. Vishal Hegde for Complainant in Sr. No. 2*

*Adv. Saniya Sait for Respondent in Sr. Nos. 1 and 2*

1. The Complainants at Sr. Nos. 1 to 2 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 the Respondent in both the complaints is the promoter within the meaning of Section 2 (zk) of the said Act. The Respondent is registered as the promoter of the project namely "Tycoons Square Avenue I Tower C" under section 5 of the said Act bearing

MahaRERA Project Registration No. **P51700009933** (hereinafter referred to as the “said project”).

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

SR. NO	COMPLAINANT NOS. / DATE OF FILING	RELIEF SOUGHT
1.	CC12500879 13.03.2025	<i>Compensation</i>
2.	CC00600000 0591406 05.08.2024	<p><i>a. to pass an order directing refund / return Rs. 68,82,638/- (Rupees Sixty-Eight Lakhs Eighty-Two Thousand Six Hundred Thirty Eight only) paid by the Complainants together with interest as per the State Bank of India highest marginal cost of lending rate plus 2% p.a. with monthly rests from the date of payments till realization of the same to the Complainants in terms of section 18(1) (a) of the said Act;</i></p> <p><i>b. That this Hon'ble Authority be pleased to restrain Respondent, its partners, employees, servants, agents and any other person claiming through them from alienating, encumbering or parting with the possession of the said Flat or creating any further third-party rights in the said Flat till the refund of all the amounts together with interest by Respondent to the Complainants in terms of prayer 6(i) above;</i></p> <p><i>c. For such other and further reliefs as the nature and circumstances of the case may deem fit and proper; and</i></p> <p><i>d. Respondent be directed to pay the cost of this Complaint.</i></p>

3. The complaints at Sr. Nos. 1 and 2 were heard on 01.10.2025, wherein, the following roznamas were recorded by this Authority:

Sr. No s. her ein	COMPLAI NT NOS./ DATE OF FILING	ROZNAMA REPRODUCED
1.	CC12500879 13.03.2025	<p><i>Both parties' advocates are present.</i></p> <p><i>On perusal of the last roznama dated 02/07/2025 which shows on that date advocate for the Respondent was present and time till 31/07/2025 was granted to the respondent to upload the reply.</i></p>
2.	CC0060000 00591406 05.08.2024	<p><i>I have gone through the earlier roznama and same shows that time till 31/07/2025 was granted to the Respondent to upload the reply. In spite of that the Respondent till today has not uploaded his reply on the website, which shows that Respondent is not taking care of filing the reply.</i></p> <p><i>Considering the principle of natural justice and to have a fair trial, time till 29/10/2025 is granted to the Respondent to upload he reply as a last chance and subject to payment of cost Rs. 2000/- payable to the Complainant. Thereafter, time till 10/11/2025 is granted to the Complainant to upload the rejoinder.</i></p> <p><i>Therefore, time till 19/11/2025 is granted to both parties to upload their written arguments, if any, thereafter the present matter is <b>reserved for orders.</b></i></p>

SR. NO S.	COMPLAI NT NOS./ DATE OF FILING	FLAT NO./ WING	Date of AFS	DATE OF POSSESS ION	TOTAL CONSI DERATI ON	TOTAL PAID	RELIEF SOUGHT IN BRIEF
1.	CC1250087 9 13.03.2025	F-4, 1 <sup>st</sup> floor, C Wing	20.06.202 3	01.03.2024	Rs. 39,00,000 /-	Rs. 39,00,000 /-	Possession
2.	CC0060000 00591406 05.08.2024	C2205	28.10.202 1	30.03.2023	Rs. 1,07,64,5 04/-	Rs. 68,82,638 /-	Refund + interest + restraining order from creating third party rights till refund of the amount.

4. The brief facts of the complainants at Sr. Nos. 1 to 2 are as follows:

SR · N O S	COMPLAI NT NOS./ DATE OF FILING	FACTS
1.	CC1250087 9	1. The Complainant purchased Office No. F-4, 1 <sup>st</sup> floor, C Wing (hereinafter referred to as the "said Office") vide registered

SR · N O S	COMPLAI NT NOS./ DATE OF FILING	FACTS
	13.03.2025	<p>Agreement for sale dated 20.06.2023 for a total sale consideration of Rs. 39,00,000/- (hereinafter referred to as the <b>“said Agreement No. 1”</b>).</p> <p>2. Possession letter was issued and the property was yet to receive OC and the Respondent assured the Complainant that the possession will be handed over to the Complainant on or before 01.03.2024.</p> <p>3. Possession has not been handed over till date.</p>
2.	CC0060000 00591406 05.08.2024	<p>1. Complainants proceeded to book/purchase a residential unit, Flat No. C2205, on the 22<sup>nd</sup> floor of the said project along with one car parking space (hereinafter referred to as the <b>“said flat”</b>) for a total con consideration of Rs.1,07,64,504/- (Rupees One Crore Seven Lakhs Sixty-Four Thousand Five Hundred and Four only).</p> <p>2. From the date of booking of the said flat till filing of this complaint, the Complainants have made part payments towards Total Consideration (which includes deposition of TDS), Goods and Service Tax and Stamp Duty as well as Registration fees in relation to the said flat amounting in total to Rs. 68,82,638/- (Rupees Sixty-Eight Lakhs Eighty-Two Thousand Six Hundred and Thirty-Eight Only).</p> <p>3. In the meantime, on 28.10.2021, the Respondent executed and registered an Agreement for Sale in favour of the Complainants</p>

SR · N O S	COMPLAI NT NOS./ DATE OF FILING	FACTS
		<p>thereby agreeing to sell and transfer the said flat to the Complainants on the terms and conditions mentioned therein (hereinafter referred to as “<b>said Agreement No. 2</b>”).</p> <p>4. As per clause 6 of the said Agreement No. 2, the possession date for handing over the said flat to the Complainants was mentioned as 30.03.2023.</p> <p>5. In spite of payment of the foregoing amounts and the Respondent being contractually obligated to handover possession of the said flat to the Complainants, as on the Possession Date, Respondents outrightly failed to do so.</p> <p>6. The Complainants addressed an email dated 14.04.2023 seeking update on completion of the said flat. However, there was no satisfactory response from the Respondent on the same. The Complainants continued to follow up with the Respondent's office pursuant to which, on 03.11.2023, the Respondent addressed an email to Complainants intimating that the construction of Tower C in the said project was completed till 10<sup>th</sup> slab and that the construction will be resuming soon.</p> <p>7. A meeting was conducted by the Respondent with the allottees of the said project whereby the Respondent orally assured that the construction shall resume from end of August 2024 with no clarity on the handover of possession of the said flat.</p>

SR · N O S	COMPLAI NT NOS./ DATE OF FILING	FACTS
		<p>8. The Complainants without prejudice to any of their rights under the provisions of law, intend to withdraw from the said project and as such, in terms of section 18(1) of the said Act, are entitled to seek refund/return of all amounts paid by Complainants. Complainants thus hereby call upon the Respondent to refund/return Rs. 68,82,638/- (Rupees Sixty-Eight Lakhs Eighty-Two thousand Six Hundred Thirty Eight only) together with interest as per the State Bank of India highest marginal cost of lending rate plus 2% p.a. with monthly rests from the date of respective payments till realization of the same to the Complainants in terms of section 18(1) (a) of said Act</p>

7. The Respondent has filed reply in both the complaints. The brief facts of the reply are as follows: -
8. The common submissions of the facts from the Reply of the Respondent are as follows:-
9. The Respondent has already completed the construction of the said commercial premises i.e. the said office and is in process to get the Occupation Certificate for the same. However, due to some technical obstacle could not get the same within the mentioned time period.
10. As the entire development of the said project is upon the land belongs to MHADA as such it is essential to acquire number of approvals from different offices of Government, Semi Government bodies as well as local authorities

including MHADA to enable us to commence, carry out and complete the entire redevelopment project in all respect. For the said purpose, proper and requisite documentation, formation of policies relating thereto and carrying out all the formalities and required obligations are required to be carried out first with all the concerned authorities and only thereafter the Respondent would be able to proceed with the construction activity. Accordingly, the Respondent has endeavoured and carried out all the aforementioned acts, deeds and things whatsoever essential for and in respect of the development.

11. The Respondent has not only invested time but also invested crores of rupees to make the timely payment of various fees whenever demanded by the relevant local authority as well as other government and semi government entities, since the plot on which the aforementioned project is situated belongs to MHADA. Therefore, obtaining the necessary permissions is required not only from KDMC but also from MHADA for the said project.
12. The lender of the said project, financial institution HDFC Ltd., (now HDFC Bank) also couldn't provide complete financial closure at onetime due to delay in approvals because of technical reasons were not in control of the Respondent hence project was always stressed for funds. HDFC delayed the payment of disbursement as sanction was not granted by corporation on time. The merger of HDFC Bank has given rise to significant issues pertaining to funding and liquidity, which have directly impacted the timely execution and completion of the said project and further process of getting certification from the corporation. HDFC Bank, being the principal institution for funding and transaction management, was integral to the financial and operational aspects of the said project. Due to the aforementioned merger, critical processes related to funding were delayed, thereby exacerbating technical and financial constraints. These unforeseen disruptions have, consequently, resulted in the Respondent's facing substantial challenges in adhering to project timelines

and fulfilling its financial and operational obligations, thus affecting the overall progress and completion of the said project.

13. In accordance with the RERA registration and compliance norms, the stipulated possession date for the project is 30.06.2027.
14. The Respondents have never back footed from shouldering their liability and have always assured about delivery of the said project.
15. Due to the reason mentioned above it was beyond control of the Respondent to complete the said project and handover the possession as per the respective Agreements. It has been clearly mentioned in the said Agreements also that the period for delay in getting permission will be bound by force majeure clause and it is beyond the control of the Respondent.
16. The Respondent denies engaging in any criminal activity and is ready to hand over the possession after adhering to the proper procedures.
17. The possession date mentioned in the draft Agreement for Sale was indicative and subject to various statutory approvals, force majeure conditions, and unforeseen circumstances.
18. The revised date of possession, i.e., 30.06.2027, was duly updated on the RERA Web Portal in compliance with the provisions of the said Act and is applicable to the whole project i.e. Tower C residential & commercial both whereas the Complainants complaint is restricted to the said office and said flat, respectively.

Sr. No.	COMPLAIN T NOS. / DATE OF FILING	REPLY
1.	CC12500879 13.03.2025	1. The Complainant had booked the said Office in the said project for a total sale consideration of Rs.39,00,000/- and has paid the said consideration amount on the date of execution of the said Agreement No. 1

Sr. No.	COMPLAIN T NOS. / DATE OF FILING	REPLY
		<p>2. Considering the peaceful relation maintained with the Complainant, the Respondent has always attended and has time and again in the meetings held with the Complainant informed him about the reason for delay caused in occupation of the said Office.</p> <p>3. Since the said Agreement No. 1 also registered hence Allotment Letter dated 20.06.2023 has been issued by Respondent to the Complainant. But the Complainant forcefully asked to make corrections in the said allotment letter and wrongly interpret the said letter as Possession instead of Allotment.</p>
2.	CC0060000005 91406 05.08.2024	<p>1. The Complainant had booked the said flat in the said project for a total sale consideration of Rs. 1,07,64,504/- on 09.10.2021 and had paid booking amount of Rs.51,000/- vide cheque of the same date and thereafter the said Agreement No. 2 was executed and registered.</p> <p>2. The Respondent has been since then striving day and night to complete the construction and handover peaceful possession to the Complainant, however due to various technical obstacles could not deliver the same within the mentioned time period.</p> <p>3. Considering the peaceful relation maintained with the Complainant, the Respondent has always attended and has time and again in the meetings held with the Complainant informed them about the reason for delay caused in handing</p>

Sr. No.	COMPLAIN T NOS. / DATE OF FILING	REPLY
		over the possession of the same which were admitted by the Complainant in this complaint well

19. The Complainants in Sr. no. 2 have filed rejoinder repeating and reiterating the contents of the complaint, hence, the same are not repeated herein for the sake of brevity.

20. The brief written submissions of the Complainants in Sr. Nos. 1 to 2.

	COMPLAIN T NOS. / DATE OF FILING	WRITTEN SUBMISSIONS/ARGUMENTS
1.	CC1250087 9 13.03.2025	Not Uploaded
2.	CC0060000 00591406 05.08.2024	<ol style="list-style-type: none"> <li>The Respondent has failed to produce any documentary evidence of: (a) dates when permissions were applied for; (b) correspondence with authorities showing delays; (c) proof of HDFC's funding delays; (d) construction progress reports; or (e) actual expenditure incurred. Mere assertions cannot constitute proof of force majeure.</li> <li>Administrative delays in obtaining approvals from MHADA, KDMC are part of normal regulatory process. The Respondent, being a professional developer claiming to be "leading and</li> </ol>

	<b>COMPLAINANT NOS. / DATE OF FILING</b>	<b>WRITTEN SUBMISSIONS/ARGUMENTS</b>
		<p>prominent" (paragraph 3 of Reply), cannot claim inability to anticipate approval timelines. If uncertain about timelines, the Respondent should have either obtained approvals before booking or provided realistic possession dates.</p> <p>3. The Respondent's plea of financial strain, liquidity issues, and funding difficulties from HDFC cannot constitute force majeure. Financial capacity and project funding are entirely the promoter's responsibility. Home buyers cannot be made to suffer for the Respondent's inability to secure adequate financing.</p> <p>4. The alleged impact of HDFC Bank merger is irrelevant to the Complainants' statutory rights. Banking sector developments affecting lenders cannot be invoked to deny allottees their rights to timely possession or refund.</p> <p>5. Financial mismanagement, inadequate capitalization, or inability to service loans do not fall within any recognized category of force majeure. A developer accepting bookings represents that it has financial capability to complete the project and cannot subsequently plead financial incapacity.</p> <p>6. The Agreement for Sale was executed on 28.10.2021, well after major pandemic waves had subsided and construction activities had resumed. The contractual possession date of</p>

	COMPLAINANT NOS. / DATE OF FILING	WRITTEN SUBMISSIONS/ARGUMENTS
		<p>30.03.2023 gave the Respondent 17 months, a timeline fixed by the Respondent itself after pandemic normalization.</p> <p>7. The Respondent relies on MahaRERA extension with revised completion date of 30.06.2027. This defence is legally untenable. RERA registration extensions cannot override the contractual possession date agreed in a registered Agreement for Sale.</p> <p>8. The Complainants submit that their rights under Section 18(1)(a) are unconditional and absolute. Once the contractual possession date expired without delivery of possession, the Complainants' right to seek refund crystallized automatically.</p>

21. The Respondent has filed written arguments in complaint at Sr. No. 2, wherein, the Respondent has repeated and reiterated the contents of its reply, hence, the same are not repeated herein for the sake of brevity.

22. 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 Complainant at Sr. No. 1 is entitled to the reliefs claimed?	Affirmative

3.	Whether the Complainant at Sr. No. 2 is entitled to the reliefs claimed?	Partly Affirmative
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**Reasons as to Point No. 1**

23. The Complainant has in the present complaint inter-alia sought relief of possession and has only given two liner facts without filing a complaint in Form A. However, the Complainant has uploaded the entire copy of the said Agreement No. 1 wherein it is seen that the said Office has been purchased by the Complainant from the Respondent vide the said Agreement No. 1 for a total consideration of Rs. 39,00,000/- and it is admitted by the Respondent in its reply that they have received the entire consideration from the Complainant towards the sale consideration of the said Office on the date of registration and execution of the said Agreement No. 1 only i.e. on 20.06.2023. It is further seen that the agreed date of possession has been mentioned in clause 6 of the said Agreement No. 1 as 01.03.2024. However, it is seen that the Complainant has not prayed for interest for delayed possession. On the contrary, it is contended by the Respondent that due to technical issues, MHADA Issue and Financial Lenders issue, the OC could not be obtained even if the construction of the residential and commercial building was completed, which was beyond the control of the Respondent. Not only this, it is further submitted by the Complainant that the date of possession mentioned in the said Agreement No. 1 is subject to force measure events. Moreover, it is the contention of the Respondent that completion date on the MahaRERA Project webpage has been written as 30.06.2027, hence, the present complaint is not maintainable. Since the Complainant is seeking possession of the said Office, it is imperative that the relevant section of the said Act be perused. Section 18 deals with "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. From the facts of the present, it is apparent that the date of handing over possession is mentioned as 01.03.2024 and the said Agreement No. 1 is executed on 20.06.2023, hence, it is quite apparent that the Respondent has defaulted the agreed date of possession of the said Agreement, which means that the Respondent has violated the provisions of Section 18 of the said Act and as such, by virtue of proviso of Section 18(1) since the Complainant wants to stay in the project, the Complainant is entitled to interest for every month of delay, till the handing over of the possession of the said flat. It is seen that

till the date of this order, Occupation Certificate is not received and/or uploaded on the said project's webpage. Consequently, in my opinion, the Respondent is required to be directed to handover possession of the said flat to the Complainant with Occupation Certificate and also to make payment of interest to the Complainant on account of delay in handing over possession of the said flat. The obligation imposed on the Respondent to pay interest till such time as the said flat is handed over to the Complainant is not unreasonable.

26. If the said project was getting delayed due to the reasons cited in its reply as stated hereinabove then the Respondent should have informed the same to the Complainant and should have revised the date of possession mentioned in the said Agreement at that relevant time. From the record, it prima facie appears that no such steps have been taken by the Respondent. Hence, now it cannot take advantage of the said reasons of delay. Hence, all the issues as contended by the Respondent in response to the present complaint do not give a plausible explanation for delay.
27. As far as the issue raised by the Respondent that the Complainant is bound by the RERA completion date, it is necessary to mention here that in case of Neelkamal Realtors Vs. Union of India, the Hon'ble Bombay High Court has observed that the fresh time under the RERA Registration shall not relegate the clause of completion of handing over the possession, that the right to receive interest for delayed possession is unconditional and absolute regardless of unforeseen event. Considering the said observation, this Authority is of the view that the date of completion of the said project mentioned on the MahaRERA website is distinct from the date of possession mentioned in the said Agreements signed with the Complainant and as per the terms of the said Agreement, possession of the said Office was to be handed over to the Complainant on 01.03.2024, which the Respondent has failed to comply, which fact entitles the Complainants to the costs of the present complaint. In light of the aforesaid, in my opinion, the Complainant is

entitled for a direction against the Respondent to handover possession and to pay interest for delayed possession to the Complainant.

**Reasons as to Point No. 2**

28. At the very outset, it is necessary to mention here that on the complaint portal the name of the Complainant is shown as Romulus Pareira instead of present Complainants. In this behalf, the present Complainants had filed a correction application before this Authority on 29.09.2025, therein, requesting this Authority's order on their correction application stating that at the time of e-filing of the complaint on the MahaRERA portal, due to a technical glitch, the name of the Complainant was erroneously captured and reflected as "Romulus Pareira" in the cause title of the complaint, cause list, and Roznama and that the said error is confined only to the auto-generated details on the e-portal and is not borne out from the contents of the complaint. The body of the complaint, including the facts of the case, reliefs sought, and the declaration/verification which clearly and unequivocally reflect the correct particulars of the Complainants, namely: Mr. Jithin Philip Mathews, and Mr. Mathews Mathai. However, inadvertently, the said Application remained to be disposed of by this Authority at that relevant time. It is seen that even the Respondent in its reply has referred the present Complainants as allottees of the said flat and hence, in my opinion, there is no issue in considering the said Application of the Complainants, hence, I hereby allow the said correction application filed by the Complainants.
29. It is admitted fact that the Complainants are Allottees and the Respondent is Promoter of the said project. It is also not in dispute that the said Agreement was registered on 21.10.2021 and that the promoter Respondent was required to handover the possession of the said flat to the Complainant on or before 30.03.2023 and the Respondent failed to do the same. Hence, the present complaint is filed by the Complainants seeking refund of the amount paid by them. Whereas, it is the contention of the Respondent that the project was

delayed on account of the factors which were beyond the control of the Respondent such as technical issues, MHADA Issue and Financial Lenders issue. It is further seen that the Complainants content that they have paid an amount of Rs. 68,82,638/- in total to the Respondent, whereas, the Respondent has only admitted the booking amount of Rs. 51,000/-. However, the Complainant has furnished payment receipts for the payments made by them. According to which, an amount of Rs. 58,51,508/- (Rupees Fifty-Eight Lakhs Fifty-One Thousand Five Hundred and Eight Only) has been paid by the Complainants towards the sale consideration of the said flat.

30. It is seen from the pleadings of the parties that the Complainant is seeking prayer of refund. To decide the issue of refund, it is imperative that the relevant section 18 of the said Act is perused, which is in respect of "return of amount of compensation". Sub-section (1) states that:

*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) not relevant.*

*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.*

31. Thus it is seen that as per Section 18 of said Act, if promoter fails to complete the project or to give possession as per agreed terms and conditions

mentioned in the Agreement for Sale, there is an option to an allottee to either withdrawal from the project and to claim refund of the total amount paid to the promoter alongwith interest and compensation or to continue with the project and seek interest for every month of delay till the handing over of the possession of the property booked by him through the registered Agreement for Sale. In the present case, as per the said Agreement, the Respondent was required to handover the possession of the said flat to the Complainant on or before 30.03.2023. Admittedly, the Respondent has failed to do so and on account of the failure of the Respondent to adhere to the date of possession as mentioned in the said Agreement No. 2, the Complainants has opted to withdraw from the said project seeking refund of all the amounts paid by her to the Respondents towards the said flat.

32. So far as regards, the contention of the Respondent with regards to delay in the said project being on account of the factors which were beyond the control of the Respondent is concerned, if the said project was getting delayed due to the reasons cited in its reply as stated hereinabove then the Respondents should have informed the same to the Complainant and should have revised the date of possession mentioned in the said Agreement at that relevant time. From the record, it prima facie appears that no such steps have been taken by the Respondent. Hence, now it cannot take advantage of the said reasons of delay. Hence, all the issues as contended by the Respondents in response to the present complaint with regards to delay being on account of factors beyond the control of the Respondents do not give a plausible explanation for delay. Hence, the contention of the Respondents that they have not contravened any of the provisions of said Act does not hold good since prima facie it is seen that by failing to handover possession of the said flat to the Complainant as per the said Agreement No. 2 i.e. by 30.03.2023, the Respondents have violated the provisions of Section 18 of the said Act.

33. As far as the issue raised by the Respondent that the Complainant is bound by the RERA completion date, it is necessary to mention here that in case of Neelkamal Realtors Vs. Union of India, the Hon'ble Bombay High Court has observed that the fresh time under the RERA Registration shall not relegate the clause of completion of handing over the possession, that the right to receive interest for delayed possession is unconditional and absolute regardless of unforeseen event. Considering the said observation, this Authority is of the view that the date of completion of the said project mentioned on the MahaRERA website is distinct from the date of possession mentioned in the said Agreements signed with the Complainant and as per the terms of the said Agreement, possession of the said flat was to be handed over to the Complainant on 30.03.2023, which the Respondent has failed to comply, which fact entitles the Complainants to the costs of the present complaint. In light of the aforesaid, in my opinion, the Complainants are entitled to withdraw from the said project and seek refund of the amount paid towards the sale consideration only. Accordingly, Accordingly, I answer the point No. 1 in affirmative and point No. 2 partly in affirmative and proceed to pass the following order: -

**ORDER**

34. The complaint No. CC12500879 is allowed as follows:-
- a. The Respondent is directed to handover possession of the Office No. F-4, 1<sup>st</sup> floor, C Wing alongwith interest for the delayed possession to the Complainant from 02.03.2024 for every month till the actual date of handing over possession of the said Office to the Complainant on the amount of Rs. 39,00,000/- (Rupees Thirty-Nine Lakhs Only) paid by the Complainant towards the consideration of the flat at the rate of Highest Marginal Cost of funds based Lending Rate (MCLR) of SBI plus 2% as prescribed under the provisions of Rule 18 of the Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate

Projects Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.

35. The complaint No. CC006000000591406 is partly allowed as follows:-
- a. The Complainants are allowed to withdraw from the said project.
  - b. The Respondent is directed to refund the amount paid to it towards consideration of the said flat alongwith interest on refund amount of Rs. 58,51,508/- (Rupees Fifty Eight Lakhs Fifty One Thousand Five Hundred and Eight Only) from 31.03.2023 at the prescribed rate as per Section 18 of Real Estate (Regulations and Development) Act, 2016 and the Maharashtra Real Estate (Regulations and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interest and Disclosures on website), Rules 2017 till the refund amounts are realized.
  - c. The Respondents are also duty bound to cancel the said Agreement No. 2 upon the refund of the amount with interest to the Complainants and the charges for the same shall be borne by the Respondents.
36. Needless to state here that the actual amount as provided under section 18 of the said Act means the amount paid by the Complainant towards the consideration of the said premises only, excluding the stamp duty, registration charges and taxes etc. paid to the government.
37. The Respondent is directed to pay cost of Rs. 20,000/- (Rupees Twenty Thousand Only) to the Complainants in each complaint, respectively.

**(Ravindra Deshpande)**  
**Member II, MahaRERA**

**Date :- 15.06.2026**