

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
MUMBAI

Complaint No. CC12504437

Anish Charudatta Galgate

Pallavi Anish Galgate

... Complainants

Versus

Rejoice homes LLP

Mr. Kaluram Arjun Abnave

Mr. Ajinkya Kaluram Abnave

... Respondents

MahaRERA Project Registration No. P52100024825

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

The complainants appeared in person.

Ld. Adv. Kaustubh Kandale appeared for the respondent no. 1. (All Through VC)

ORDER

(Order Pronounced on Monday, 06th July 2026)

(Matter reserved for orders on 27-05-2026)

(Hearing through Hybrid Mode)

1. The complainants above named have filed this online complaint before the MahaRERA on 13-12-2025, mainly seeking directions from MahaRERA, to the respondents, to handover the possession along with interest and compensation, the reliefs are more briefly mentioned hereinbelow at paragraph no. 5 which are 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. 1102, wing C (hereinafter referred to as the "said flat") in the respondent's registered project known as "**Karma Rejoice**" bearing MahaRERA registration no. **P52100024825** located at Undri, Taluka-Haveli, District-Pune. (hereinafter referred to as the "said project")
2. This complaint was heard by MahaRERA on several occasions and was heard finally on merits on 05-05-2026 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 these hearings. On the said dates of hearing, both the parties appeared and made their respective submissions. The MahaRERA heard the submissions of both the parties and also perused the available records.

3. After hearing the arguments of both the parties, the following Roznamas were recorded in this complaint-

On 02-04-2026

"The complainant is absent. The respondent is present. The complainant has filed this complaint for interest for delay since the date of possession mentioned in agreement for sale of September 2023 is June 2024. However, since the OC for the flat of the complainant has not been received, although the project registration is valid till December 2026, the complainant has filed this complaint. This respondent may file a reply to the complaint within a period of four weeks i.e. by 30-04-2026. Further three weeks i.e. till 20-05-2026 is granted to the complainant to file rejoinder to the said reply of the respondent. The matter is adjourned to 28-05-2026 for final arguments for both sides and as a last chance to the complainant"

On 27-05-2026

"Both the parties are present. Despite directions, the respondents have not filed any reply to the complaint. Therefore, the respondents are granted one week's time i.e. till 03-06-2026 to file a reply to the complaint along with written submissions. The complainant may file a rejoinder to the reply of the respondents along with written submissions within a further period of one week, i.e. by 10-06-2026. The respondent has pointed out that due to the Covid pandemic and due to the change in the planning authority from PMRDA to PMC, the project was delayed. However, the complainant refutes these contentions of the respondents on the ground that the agreement was signed in September 2023 with a date of possession of June 2024. The complainant therefore prays for possession along with interest for delay, although the project registration is valid till December 2026 and the respondent claims that it is applying for OC since the construction has been complete. Be that as it may, the matter is reserved for orders as per the prayers of the complainant suitably after 10-06-2026."

4. Pursuant to the aforesaid directions given by the MahaRERA, the respondent has uploaded its reply on 05-06-2026. The complainants have also uploaded his rejoinder on 19-06-2026. The said submissions are accepted and taken on record by the MahaRERA.
5. It is the case of the complainants that they purchased the said flat in the respondent's project under a registered agreement for sale dated 21-09-2023 for a total consideration of Rs. 39,00,000/-, out of which they have paid Rs. 34,98,496/- to the respondents. They have also incurred other charges, which according to them were required to be borne by the respondents. The complainants have stated that they have made payments in accordance with the payment schedule under the agreement for sale. As per the agreement, the respondents were required to hand over possession of the said flat on or before 30-06-2024, with an extended period of six months up to 31-12-2024. However, possession has not been handed over till date. The complainants have submitted that they trusted the assurances given by the respondents and waited till 31-12-2024 for possession. The complainants have further stated that, due to the delay, they have incurred substantial rent, additional interest on their housing loan and have been deprived of income tax benefits, resulting in financial loss. They have also visited the project site and observed that although the structural work was complete, the finishing work and amenities remained incomplete, causing further delay in handing over possession. The complainants have further submitted that they issued a legal notice dated 26-07-2025, which was returned unserved and was thereafter sent by email, which was duly received by the respondents. Despite repeated follow-ups, the respondents neither met the complainants nor resolved their grievances. According to the complainants, they have always been ready and willing to perform their obligations under the agreement, whereas the respondents have failed to perform theirs. Being aggrieved, the complainants have filed the present complaint seeking directions to the respondents to accept Rs. 2,09,327/- as demanded in the notice dated 26-07-2025, to pay interest from 01-08-2025 till handing over possession, to complete the project in accordance with law and to pay the costs of the proceedings.
6. The respondent no. 1 has uploaded its reply on the record of MahaRERA on 05-06-2026. It has contended that the complaint is not maintainable and is liable to be dismissed as the complainants have suppressed material facts. The respondent has pointed out that

only respondent no. 1 was impleaded in the online complaint, whereas the complaint uploaded in the convenience compilation shows three respondents. It has submitted that, under the RERA, the online complaint alone is required to be considered. According to the respondent, respondent nos. 2 and 3 are the landowners and co-promoters of the project, and it is unclear whether they were served with the complaint or given an opportunity to participate in the proceedings. The respondent has denied the allegation that it was liable to bear stamp duty, registration charges and taxes, contending that the registered agreement for sale specifically provides that these charges are to be borne by the purchasers. It has further stated that the project construction has been completed. The respondent has denied receiving Rs. 34,98,496/- towards the sale consideration and has stated that it has received Rs. 40,04,086/-, which includes stamp duty, registration charges and GST. According to the respondent, a balance amount of Rs. 1,96,306/- towards sale consideration, taxes and other charges remains payable by the complainants. The respondent has denied the allegations regarding delay in construction and possession. It has submitted that the project was delayed due to circumstances beyond its control, including the COVID-19 pandemic, which halted construction, labour movement and the supply chain. Construction resumed only in 2021 in a phased manner. It has contended that these delays constitute force majeure under Section 6 of the RERA. The respondent has further stated that the project was also affected by regulatory changes initiated by the Pune Municipal Corporation (PMC), including additional FSI, revised building plans approved on 27-08-2024, and the proposed widening of the internal 12-metre access road to 24 metres under the Development Plan, which required redesign, revised approvals and additional compliance. It has also referred to the suspension of FSI/TDR approvals between 2021 and 2023 and the mandatory redesign following the Development Plan revision. According to the respondent, these circumstances collectively justified the extension of the project timeline without any adverse consequence. The respondent has further submitted that construction of the building has been completed, all necessary NOCs have been obtained and the application for the Occupation Certificate has already been submitted before the competent authority. It has contended that the issuance of the Occupation Certificate is an administrative process beyond its control. According to

the respondent, there has been no negligence or default on its part, and the reliefs sought by the complainants are excessive. It has reiterated its willingness to hand over possession upon receipt of the Occupation Certificate and completion of the required formalities. Accordingly, it has prayed for dismissal of the complaint.

7. The complainants on 19-06-2026 uploaded their rejoinder on the record of the MahaRERA, wherein they denied each and every averment of the respondent.
8. The MahaRERA has examined the arguments advanced by the complainants and the respondent no. 1 promoter and also perused the available record. The complainants who are the allottees of the said project registered by the respondent no. 1 promoter, by filing this complaint under section 31 of the RERA, have approached the MahaRERA mainly seeking reliefs under section 18 of the RERA, towards possession of the said flat along with interest and compensation. The complainants have agitated the said claims by virtue of the registered agreement for sale dated 21-09-2023.
9. The complainants have contended that they have purchased the said flat under a registered agreement for sale dated 21-09-2023 and have paid an amount of Rs. 34,98,496/- to the respondents as per the said agreement for sale. They have further contended that, despite their willingness to perform their obligations, the respondents have failed to hand over possession of the said flat to them on the agreed date of possession i.e., on 31-12-2024 mentioned in the said agreement for sale. They have further alleged that the said project, including the finishing work and amenities, remains incomplete, causing them financial loss in the form of rent, additional housing loan interest and loss of income tax benefits. Hence, they have prayed to allow this complaint and grant the reliefs as sought for in the same.
10. The respondent no. 1 is the promoter of the said project registered with MahaRERA and the respondent nos. 2 and 3 are the owners of the said project land and have assigned the

development rights in respect of the said land to respondent no. 1 by virtue of a registered Development Agreement dated 21-09-2019. Accordingly, while registering the said project with MahaRERA, the respondent no. 1 has shown the respondent nos. 2 and 3 as owner-promoters on the MahaRERA website, having their area share in the said project. The record further shows that the agreement for sale executed with the complainants has been signed by both respondent no. 1 and respondent nos. 2 and 3. Therefore, both the promoter and the landowners are jointly bound by the obligations arising out of the said allotment in accordance with the terms and conditions of the said Development Agreement and the agreement for sale. Hence, for the sake of brevity, respondent no. 1 and respondent nos. 2 and 3 are hereinafter collectively referred to as "the promoter", notwithstanding the fact that respondent nos. 2 and 3 have not filed any reply in the present complaint

11. The promoter has refuted the aforesaid claims of the complainants mainly contending that the complaint is not maintainable. As the landowners have not been properly joined or served. Further, the stamp duty, registration charges and taxes are payable by the complainants under the said agreement for sale and that a balance amount of Rs. 1,96,306/- remains payable. It has further contended that the delay in the said project was caused by force majeure events and regulatory approvals beyond its control, including the Covid-19 pandemic and revised plans approved by the Pune Municipal Corporation. The respondent has further contended that construction has been completed, the application for the OC has been submitted, and possession will be handed over to the complainants upon receipt of the OC. Hence, it has prayed for dismissal of the complaint.
12. Be that as it may, in the present case, as far as the substantive issue of possession along with interest and compensation sought by the complainants, admittedly, the complainants have claimed the said substantive reliefs towards possession along with interest and compensation under the registered agreement for sale dated 21-09-2023. Admittedly, as per the said agreement for sale, the respondent has agreed to hand over possession of the said flat to them on 31-12-2024. However, admittedly the possession of the said flat has not been handed over to the complainants. Hence, they have filed this complaint seeking the said reliefs.



13. Hence, before dealing with the facts in 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."

14. 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 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.
15. 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 possession along with interest and compensation. The complainants have uploaded the copy of the said registered agreement for sale on record of MahaRERA in support of their claims/contentions.

16. To justify the said delay, the promoter has stated that the said delay was caused by the Covid-19 pandemic, shortage of labour and construction materials, revised building plans, additional FSI, suspension of FSI/TDR approvals and the proposed widening of the access road by the Pune Municipal Corporation (PMC). It has therefore claimed that the delay is covered under Section 6 of the RERA. However, the MahaRERA is not inclined to accept this contention of the promoter, it is ostensibly because as per Section 6 of the RERA, a promoter can seek the benefit of force majeure only in exceptional circumstances beyond its control. However, in this case, the promoter has not proved that such circumstances actually prevented completion of the project within the agreed time, by submitting any cogent documentary proof. Further, in the present case, the said agreement for sale was executed after the said covid-19 pandemic got over. Therefore, the promoter can claim the benefit only for the period of extension granted by MahaRERA due to the said pandemic. Hence, the promoter cannot rely on the Covid - 19 pandemic to justify the said delay in handing over possession of the said flat to the complainants.
17. In addition to this, the promoter has also not submitted any documentary proof on record of MahaRERA to show that the said project could not be completed even after the said pandemic extension granted by MahaRERA. Moreso, mere submission of the respondent of shortage of labour, disruption of the supply chain or general difficulties during the pandemic are not sufficient to claim protection under Section 6 of the RERA.
18. Further, as far as the other reasons cited by the promoter for the said delay, such as revised building plans, additional FSI, suspension of FSI/TDR approvals, redesign of the said project and the proposed road widening by PMC, are part of the normal process of project development. However, these are business and regulatory issues which every promoter is expected to deal with. Hence, they do not amount to force majeure under Section 6 of the RERA. Hence, MahaRERA finds that the reasons cited by the promoter do not give plausible explanation for the said delay in handing over possession of the said flat to the complainants. Needless to state here that to obtain requisite permissions timely is the statutory obligation of the promoter as per the provisions of RERA and the complainants being the allottees of the said project are nothing to do with the same.



19. It shows that the respondent has violated the aforesaid provisions of Section 18 of the RERA. Hence, the complainants are entitled to seek interest on account of the said delay from 01-01-2025 till the date of offer of possession of the said flat to them along with OC.
20. As regards the claim of the complainants towards compensation under section 18 of the RERA, the MahaRERA is of the view that since the complainant-allottees are willing to remain in the project and to have possession of the said flat, they are entitled to seek interest on account of the delay. Hence, their claim towards the compensation stands rejected as per the provision of section 18(1) of the RERA.
21. As regards the issue of non-payment of outstanding dues as per the payment schedule mentioned in the agreement for sale by the complainant allottees, as alleged by the respondent, the MahaRERA is of the considered view that it is a settled position of law that the RERA legislation casts a statutory obligation not only upon the promoter but also upon the allottee under Section 19(6) of the RERA. Meaning thereby, the allottee is under an obligation and is bound to make timely payments towards the consideration in accordance with the terms and conditions stipulated in the agreement for sale. In the present case, admittedly, there is duly registered agreement for sale executed between the parties, which has binding effect on both the respondent as well as the complainants. Hence, the complainants are under an obligation to make timely payments to the respondent in accordance with the said agreement for sale as required under Section 19(6) of the RERA. However, in the event of any default on the part of the complainant allottees in making such timely payments, they shall also be liable to pay interest for the delayed period as provided under Section 19(7) of the RERA.
22. In the present case, it is pertinent to note that there are various orders passed by the MahaRERA deferring such refund /payment of interest till date of completion of the project i.e. till the date of occupancy certificate is obtained. Such directions are issued by the MahaRERA mainly keeping the interest of the project and to ensure timely completion of the project. No doubt the main intention of the RERA legislation is not only to regulate but to ensure the development which will happen only when the project gets completed in a time bound manner. The diversion of funds during the

implementation of the project would definitely affect the cash flow in the project and the possibility that the project may get further delayed. The same may result in further delay in possession of the flats to the homebuyers who seek possession of their flats. The provisions of sections 37 read with sections 11, 14 and 34 of the RERA empower the MahaRERA to issue such direction to achieve the aim and object of the RERA. Hence, issuing such directions, may definitely not amount to the dilution of any other provisions of the RERA.

23. In the present case, it is pertinent to note that the complainants herein have relied upon agreement for sale signed with the respondent promoter. Further, they have also mentioned the total consideration amount for the said flat booked by them and also the amount paid by them. However, the pleadings of the complainants about date of agreement for sale, date of possession mentioned therein/total consideration amount as well as the amount paid by the complainants mentioned in this complaint have not been disputed by the respondent promoter, although it has filed its reply raising the issue of default on the part of the complainants in making timely payments. 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.
24. In view of the above facts and discussion, the following order is passed:
- a. The present complaint is partly allowed.
 - b. The claims of the complainants sought towards compensation stands rejected in view of the observations made in the aforesaid para no. 20.
 - c. The respondent - promoter is directed to pay interest for the delayed possession to the complainants from 01-01-2025, for every month, till the date of offer of possession with OC, on the actual amount paid by the complainants towards the consideration of the said flat at the rate of Marginal Cost Lending Rate (MCLR) of SBI plus 2% as prescribed under the provisions of section 18 of the RERA and the Rules made thereunder.
 - d. Needless to state here that the actual amount as provided under section 18 of the RERA means the amount paid by the complainants towards the



consideration of the said flat only, excluding the stamp duty, registration charges and taxes etc. paid to the government.

- e. However, in view of the mitigating circumstances beyond the control of the respondent promoter and also to ensure that the said project is not jeopardized due to the outflow of finances and is completed keeping in mind the interest of the other buyers of the said project at large, it is directed that the amounts of interest shall be paid by the respondent promoter to the complainants after obtaining the occupancy certificate. Also, the respondent promoter at the time of possession of the flat to the said complainants may set off the outstanding dues payable by the said complainants along with interest if any (in view of the observations made in the aforesaid para no.21), with the interest amount payable by it to the complainants and the balance amount if any, by either party be paid at the time of possession.
- f. Further, in the interest of equity, the MahaRERA further directs that if the approximate amount of interest payable by the promoters to the complainant allottee (as per the directions issued in para (c) above) exceeds the outstanding dues payable by the complainant-allottee along with applicable interest (if any), (as on date of this order), then the respondent promoter shall not raise any further demand towards such outstanding dues from the complainant allottee. The promoter shall set off the said interest amount against the outstanding dues including the interest for the delayed payment (if any) forthwith, in order to avoid any further proceedings.

25. With these directions, the present complaint stands disposed of.


(Mahesh Pathak)

Member - 1/MahaRERA