

BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY,
MUMBAI

1. Complaint No. CC12600613

Shrinivas Gangadhar Pawar

... Complainant

Versus

Mont Vert Elegance

... Respondent

2. Complaint No. CC12601296

Dattatray Baban Marne

... Complainant

Versus

Mont Vert Elegance

... Respondent

3. Complaint No. CC12601315

Bhagyashree Jitendra Pawar

... Complainant

Versus

Mont Vert Elegance

... Respondent

4. Complaint No. CC12601317

Ranjana Bangar

... Complainant

Versus

Mont Vert Elegance

... Respondent

5. Complaint No. CC12601318

Shrikrishna Subhash Kale

... Complainant

Versus

Mont Vert Elegance

... Respondent

6. Complaint No. CC12601319

Krishna Shivajirao Shinde

... Complainant

Versus

Mont Vert Elegance

... Respondent

7. Complaint No. CC12601321

Sagar Dnyaneshwar papal

... Complainant

Versus

Mont Vert Elegance

... Respondent

8. Complaint No. CC12601345

Complaint No. CC12600613 and 25 Other Complaints

Shriniwas Krishnaji Joshi

... Complainant

Versus

Mont Vert Elegance

... Respondent

9. Complaint No. CC12601348

Deepak Rajaram Inamdar

... Complainant

Versus

Mont Vert Elegance

... Respondent

10. Complaint No. CC12601371

Deepak Ramchandra Zore

... Complainant

Versus

Mont Vert Elegance

... Respondent

11. Complaint No. CC12601379

Manoj Kumar Bhagat

... Complainant

Versus

Mont Vert Elegance

... Respondent

12. Complaint No. CC12601384

Akshada Ashok Sansare

... Complainant

Versus

Mont Vert Elegance

... Respondent

13. Complaint No. CC12601395

Tushar Sugandhi

... Complainant

Versus

Mont Vert Elegance

... Respondent

14. Complaint No. CC12601401

Laxman Pandurang Pawar

... Complainant

Versus

Mont Vert Elegance

... Respondent

15. Complaint No. CC12601402

Rahul Prabhakar Wani

... Complainant

Versus

Mont Vert Elegance

... Respondent

16. Complaint No. CC12601403

Complaint No. CC12600613 and 25 Other Complaints

Satish Kumar Kashinath Malusare ... Complainant

Versus

Mont Vert Elegance ... Respondent

17. Complaint No. CC12601415

Kapil Subhash Rathod ... Complainant

Versus

Mont Vert Elegance ... Respondent

18. Complaint No. CC12601441

Sujata Vishwas Limaye ... Complainant

Versus

Mont Vert Elegance ... Respondent

19. Complaint No. CC12601442

Sujata Vishwas Limaye ... Complainant

Versus

Mont Vert Elegance ... Respondent

20. Complaint No. CC12601443

Prasanna Sharadchandra Nirantare ... Complainant

Versus

Mont Vert Elegance ... Respondent

21. Complaint No. CC12601445

Hiral Anil Taunk ... Complainant

Versus

Mont Vert Elegance ... Respondent

22. Complaint No. CC12601469

Kkomal Vijay Agrawal ... Complainant

Versus

Mont Vert Elegance ... Respondent

23. Complaint No. CC12601525

Yogesh Vasant Jadhav ... Complainant

Versus

Mont Vert Elegance ... Respondent

24. Complaint No. CC12601531

Dalhah

Complaint No. CC12600613 and 25 Other Complaints

Vivekchandra Manohar More

... Complainant

Versus

Mont Vert Elegance

... Respondent

25. Complaint No. CC12601639

Kalpana Avinash Mundke

... Complainant

Versus

Mont Vert Elegance

... Respondent

26. Complaint No. CC12601725

Pradeep Arora

... Complainant

Versus

Mont Vert Elegance

... Respondent

MahaRERA Project Registration No. P52100029714

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

The complainants appeared in person – through VC.

Mr. Jayesh Kaneria – appeared for the respondent – through VC.

ORDER

(Order Pronounced on Monday, 20th July 2026)

(Matters Reserved for Orders on 26-05-2026)

(Hearing Through Hybrid Mode)

1. The complainants abovenamed have filed these 26 separate online complaints before the MahaRERA seeking directions from MahaRERA to the respondent - promoter to handover the possession and also to pay interest and compensation for the delayed possession, as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of booking of their respective flats (as mentioned in the table below) in the respondent - promoter's registered project known as "**Mont Vert Belcreek**" bearing MahaRERA registration No. **P52100029714** located at Bhugaon, Mulshi, Dist. Pune (for the sake of brevity these complainants be called and referred to hereinafter as the allottee).



2. These complaints were clubbed together and were heard by the MahaRERA on several occasions and the same were finally heard on 26-05-2026 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 this hearing. Accordingly, both parties appeared and made their respective submissions. The MahaRERA heard the submissions of the parties and also perused the available record.
3. After hearing the arguments of both parties, the following Roznama was recorded in these complaints –

(i) 13/04/2026 (for sr. no. 2 to 25):

“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 on merits on 26-05-2026 along with the other complaints in the project. Meanwhile, the respondent may file its reply to these complaints within a period of three weeks i.e. by 04-05-2026. Further three weeks’ time i.e. till 25-05-2026 is granted to the complainants to file a rejoinder to the reply of the respondent. The details of the allotment of the complainants’ flats, dates of agreement for sale, dates of possession, total consideration and consideration paid (is specified in the table below as mentioned by the complainants in their complaints at the time of filing) are as per the table given below –

<i>Sr. no./ complaint no.</i>	<i>Flat details</i>	<i>Agreement for sale/ Date of possession</i>	<i>Total consideration/ Amount paid</i>
<i>42. CC12601296</i>	<i>505- A Wing</i>	<i>21/09/2022 (uploaded) 31-05-2025 (Clause 12)</i>	<i>Rs. 42,60,750/- Rs. 3,39,310/-</i>
<i>43. CC12601315</i>	<i>306- A Wing</i>	<i>08/09/2022 (uploaded) 31-05-2025 (Clause 12)</i>	<i>Rs. 44,95,000/- Rs. 2,70,700/-</i>

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44. CC12601317	906- A Wing	23/06/2023 (uploaded) 31-05-2025 (Clause 12)	Rs.44,95,000/- Rs.2,70,700/-
45. CC12601318	105- A Wing	10/03/2023 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 2,70,700/-
46. CC12601319	907- A Wing	03/10/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 2,70,700/-
47. CC12601321	202- A Wing	18/05/2022 (uploaded) 31-05-2025 (Clause 12)	Rs.44,95,000/- Rs.2,70,700/-
48. CC12601345	402- A Wing	24/12/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,48,100/- Rs. 2,67,900/-
49. CC12601348	102- A Wing	17/02/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 39,03,592/- Rs. 39,03,592/-
50. CC12601371	203- A Wing	21/03/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 4,40,100/- Rs. 2,65,100/-
51. CC12601379	1107- A Wing	28/01/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 2,70,700/-
52. CC12601384	1108- A Wing	19/07/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 2,70,700/-
53. CC12601395	303- A Wing	13/10/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,01,000/- Rs. 2,65,100/-
54. CC12601401	401- A Wing	21/10/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,01,000/- Rs. 2,65,100/-
55. CC12601402	801- A Wing	27/04/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 2,70,700/-
56. CC12601403	707- A Wing	16/02/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 2,70,700/-
57. CC12601415	309- A Wing	28/02/2023 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 2,70,700/-
58. CC12601441	608- A Wing	31/08/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,71,831/- Rs. 2,69,400/-

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59. CC12601442	609- A Wing	31/08/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,71,831/- Rs.36,16,753/- (as mentioned in the chat box)
60. CC12601443	408- A Wing	19/01/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 2,70,700/-
61. CC12601445	709- A Wing	29/07/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 4,49,50,000/- Rs. 2,70,700/-
62. CC12601469	901- A Wing	28/03/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 2,70,700/-

Since the dates of possession mentioned in their respective agreement for sale i.e. 31-05-2025 as per clause 12 has lapsed and moreover the project registration has also lapsed on 31-05-2025, the complainants have filed these complaints for possession along with interest for delay. The matters are adjourned to 26-05-2026 for final arguments by both sides. The respondent is also directed to take steps to extend the project registration which has lapsed in May 2025."

(ii) On 09-03-2026 (for sr. no.1):

""First Hearing Matter" Both the parties are present. The complainant desires that the matter be fixed for hearing on merits, although the respondent is ready for conciliation. Therefore, the matter is to be fixed on merits on 26-05-2026. Meanwhile, the respondent may file its reply to the complaint within a period of five weeks i.e. by 13-04-2026. Further five weeks' time i.e. till 18-05-2026 is granted to the complainant to file a rejoinder to the reply of the respondent. The matter is adjourned to 26-05-2026 for final arguments by both sides. The complainant has prayed for possession along with interest for the delay since the date of possession mentioned in the agreement for sale of December 2021 being May 2025. However, since the OC for the flat of the complainant has not been received, and moreover the project registration has also lapsed, the complainant has filed this complaint. The respondent is also directed to take steps to extend the project registration which has lapsed in May 2025. The matter is adjourned to 26-05-2026 for final argument for both sides."

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(iii) On 16-04-2026 (for sr. no. 26):

““First Hearing Matter” The complainant is present. The respondent is absent. The complainant desires that the matter be fixed for hearing on merits. Therefore, the matter is to be fixed for hearing on merits on 26-05-2026 along with the other complaints in the project. Meanwhile, the respondent may file its reply to the complaint within a period of three weeks i.e. by 07-05-2026. Further two weeks’ time i.e. till 21-05-2026 is granted to the complainant to file a rejoinder to the reply of the respondent. The matter is adjourned to 26-05-2026 for final arguments by both sides. The complainant has filed this complaint for possession along with interest for delay since the date of possession mentioned in the agreement for sale of September 2022 was May 2025. Not only has the OC for the flat of the complainant not been received, the project registration has also lapsed in May 2025. Therefore, the respondent may also take steps to extend the project registration.”

(iv) On 26-05-2026 (common Roznama for sr. nos. 1 to 26):

“Both the parties are present. The respondent has filed its reply to these complaints, although late. The complainants have also filed their rejoinders. Therefore, both parties may file written submissions within a period of two weeks i.e. by 09-06-2026.

The respondent has pointed out the reasons for delay in completion of the project - i) due to financial reasons, ii) that some of the complainants / allottees are also defaulters. The respondent has already applied for extension of the project registration till December 2028, and has indicated that the project is likely to be completed before the said date. The complainants refute the contentions of the respondent on the ground that the responsibility for completing the project and ensuring financial discipline lies of the promoter. Moreover, the complainants contend that the date of possession mentioned in their respective agreements for sale was May 2025 and the project is still not complete despite a lapse of almost one year. Moreover, the complainants refute the contention that they are defaulters, since most of them have obtained loans and as per the demands of the respondent the amounts



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are paid by the financial institution directly to the respondent. The complainants also contend that due to the EMIs and the rent to be paid for their current accommodation, their finances are also stressed and they expect that the project would be completed as early as possible. All the details of the allotments of the complainants' flats (except for Sr. No. 21 and 46) have already been recorded in the previous Roznama in tabular format. The details of the allotments of the complainants' flats (for Sr. No. 21 and 46), date of agreement for sale, date of possession, total consideration and consideration paid are as per the table given below -

Sr. no./ complaint no.	Flat details	Agreement for sale/ Date of possession	Total consideration/ Amount paid
21 CC12600613	703- A Wing	24/12/2021 31/05/2025	Rs. 44,71,000/- Rs. 28,50,644/-
46 CC12601725	1105, A wing	08/09/2022 31/05/2025	Rs. 44,95,000/- Rs 32,36,400/-

All the complainants may indicate the exact total amounts paid in the chat box, in case there is any discrepancy with the tables already recorded in the previous Roznama. Accordingly, the complainants (as applicable) have mentioned the actual amounts paid by them towards their respective bookings in the chat box. Hence, the same shall be considered by MahaRERA while deciding the present complaints. Accordingly, the amounts mentioned in the earlier Roznama stand rectified (as applicable). Needless to state that, in case there are any further discrepancies regarding the amounts paid, both parties shall reconcile their accounts on the basis of their respective ledgers, bank statements, payment receipts and other supporting documents. In view of the above, these matters are reserved for orders suitably after 09-06-2026 based on the arguments in the hearing as well as the reply, rejoinder and written submissions filed in the complaints.



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4. Pursuant to the said directions, the complainants have uploaded, common written submissions/additional written submissions on record of MahaRERA on various dates in June 2026. The respondent has also filed its common written submissions on the record of MahaRERA on 09-06-2026. The said submissions are accepted and taken on record. The MahaRERA has perused the available record.
5. The complainants have filed the present complaints seeking direction from MahaRERA to the respondent to handover the possession and also to pay interest for delayed possession. The details of the flats booked by the allottees, dates of agreements for sale, dates of possession, total consideration and consideration paid are as per the table given below –

Sr. No. Complaint No. Date of filing	Details of the Booked Flat	Date of Agreement for Sale Date of Possession	Total Consideration Consideration Paid (as mentioned during hearing)
1 CC12600613 02/02/2026	703, A wing	24/12/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,71,000/- Rs. 32,53,034/- (as per chat box) Rs. 30,73,813/- (as per rejoinder dated 03-06-2026 excl. GST)
2 CC12601296 10/03/2026	505, A Wing	21/09/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 42,60,750/- Rs. 30,68,699/- (as per chat box) Rs. 30,40,792/- (as per rejoinder dated 03-06-2026 excl. GST)
3 CC12601315 10/03/2026	306, A Wing	08/09/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 34,18,803/- (as per chat box) Rs. 32,34,939/- (as per rejoinder dated 03-06-2026 excl. GST)
4 CC12601317 10/03/2026	906, A Wing	23/06/2023 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 30,90,313/- (as per chat box and rejoinder)
5 CC12601318 10/03/2026	105, A Wing	10/03/2023 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 35,79,464 /- (as per chat box) Rs. 32,69,764/- (as per rejoinder dated 03-06-2026 excl. GST)
6 CC12601319 10/03/2026	907, A Wing	03/10/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 32,36,400/- (as per chat box) Rs. 34,00,435/- (as per rejoinder dated 03-06-2026 excl. GST)
7	202,	18/05/2022 (uploaded)	Rs. 44,95,000/-

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CC12601321 10/03/2026	A Wing	31-05-2025 (Clause 12)	Rs. 30,90,313/- (as per chat box and rejoinder)
8 CC12601345 10/03/2026	402, A Wing	24/12/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,48,100/- Rs. 34,36,051/- Not mentioned separately
9 CC12601348 11/03/2026	102, A Wing	17/02/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 39,03,592/- Rs. 31,68,720/- (as per chat box) Rs. 31,68,720/- plus Rs. 31,687/- GST (as per rejoinder dated 03-06-2026)
10 CC12601371 12/03/2026	203, A Wing	21/03/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,01,000/- Rs. 28,00,000/- (as per chat box) Rs. 25,86,590/- plus Rs. 23,166/- GST (as per rejoinder dated 03-06-2026)
11 CC12601379 12/03/2026	1107, A Wing	28/01/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 33,35,947/- (as per chat box and rejoinder)
12 CC12601384 12/03/2026	1108, A Wing	19/07/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 35,75,081/- (as per chat box) Rs. 32,64,381/- (as per rejoinder dated 03-06-2026 excl. GST)
13 CC12601395 13/03/2026	303, A Wing	13/10/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,01,000/- Rs. 33,11,753/- (as per chat box and rejoinder)
14 CC12601401 13/03/2026	401, A Wing	21/10/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,01,000/- Rs. 36,83,528/- (as per complainant)
15 CC12601402 13/03/2026	801, A Wing	27/04/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 32,36,400/- (as per submissions on portal) (Rs. 32,36,400/-) as per chat box
16 CC12601403 14/03/2026	707, A Wing	16/02/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 32,68,767/- (as per complainant) + with GST (Rs. 32,68,400/-) as per chat box
17 CC12601415 14/03/2026	309, A Wing	28/02/2023 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 33,82,488/- (as per complainant)
18 CC12601441 15/03/2026	608, A Wing	31/08/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,71,831/- Rs. 31,19,726/- (as per chat box)/ (as per complainant)
19 CC12601442 15/03/2026	609, A Wing	31/08/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,71,831/- Rs. 32,19,721/- (as per chat box)/ as per complainant)
20 CC12601443 15/03/2026	408, A Wing	19/01/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 33,82,488/- (as per chat box)/ as per complainant)

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21 CC12601445 15/03/2026	709, A Wing	29/07/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 4,49,50,000/- Rs. 32,36,400/- (as per chat box)/ as per complainant)
22 CC12601469 16/03/2026	901, A Wing	28/03/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 35,79,460/- (as per chat box)/ as per complainant)
23 CC12601525 19/03/2026	1103, A wing	27/09/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 30,90,313/- (as per chat box)/ as per complainant)
24 CC12601531 20/03/2026	603, A wing	26/10/2021 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 32,68,764/- (as per chat box)/ as per complainant)
25 CC12601639 23/03/2026	404, A wing	14/02/2022 (uploaded) 31-05-2025 (Clause 12)	Rs. 44,95,000/- Rs. 30,90,313/- (as per chat box)/ as per complainant)
26 CC12601725 25/03/2026	1105, A wing	08/09/2022 31/05/2025	Rs. 44,95,000/- Rs 32,36,400/- (as per chat box) again changed in chat box Rs. 33,82,488/-

6. It is the case of the complainants that they booked their respective flats in the respondent's registered project and have paid substantial amounts towards the consideration to the respondent, the details of which are mentioned in the table at paragraph 5. Further, their respective **agreements for sale** have been duly registered with the respondent. As per the terms of the respective **agreements for sale**, the respondent agreed to hand over possession of the respective flats on the dates specified in the table at paragraph 5. However, the respondent has miserably failed to fulfil its contractual obligation by neither completing the construction nor handing over possession within the stipulated time. The complainants have further alleged that the respondent has adopted unfair trade practices, the particulars of which have been set out in the facts of the respective complaints. Being aggrieved, the complainants have filed the present complaints seeking the reliefs specifically prayed for therein.
7. The respondent, on the other hand, has filed its replies in all these complaints on the record of MahaRERA on 25-05-2026. The respondent has submitted that the complaints are misconceived and liable to be dismissed as it has not violated any provisions of the RERA. It has contended that due to unavoidable circumstances, financial constraints, and the failure of certain allottees to make timely payments, it

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suffered financial losses, which eventually resulted in proceedings under the SARFAESI Act, 2002 and symbolic possession of the project land by Piramal Trusteeship Services Pvt. Ltd. in 2025. The respondent has further submitted that although the project registration expired on 30-06-2025, it was initially unable to apply for an extension as the complainants and other allottees did not provide their consent despite repeated email communications and physical meetings. It has stated that it subsequently applied for extension pursuant to the directions of the Hon'ble Court. The respondent has also raised a preliminary objection regarding maintainability by contending that the notary affidavit filed with the complaints did not bear a serial number and was therefore invalid in view of certain High Court precedents. It has further submitted that it remains committed to completing the project but requires the cooperation of the allottees. The respondent has also stated that it is presently not in a financial position to pay delay compensation for delay and has prayed for dismissal of the complaints.

8. The complainants have uploaded their rejoinders on the record of MahaRERA on 25-05-2026 (Sr. Nos. 2 to 16, 18 to 22 and 24 to 26) and on 26-05-2026 (Sr. Nos. 1, 17 and 23). The complainants have submitted that the respondent has attempted to justify the delay in completion of the project by citing financial difficulties and alleged defaults by certain allottees, which cannot constitute valid grounds for delay under the provisions of the RERA. The complainants have further submitted that the respondent has itself admitted that proceedings under the SARFAESI Act, 2002 have been initiated by its lending bank, which clearly demonstrates serious financial distress, financial mismanagement and regulatory non-compliance on the part of the respondent. The complainants have also contended that the respondent failed to obtain extension of the project registration within the prescribed time. Accordingly, they have prayed for the reliefs sought in their respective complaints.
9. The complainants have uploaded details of their loan documents and payment receipts, wherever applicable, on the record of MahaRERA on 03-06-2026 (Sr. Nos. 1 to 9, 11 to 14, 16, 17, 21, 22 and 24) and on 04-06-2026 (Sr. Nos. 10, 15, 20 and 23). Some complainants have availed home loans from financial institutions, while others have made payments from their personal savings. The complainants have

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submitted that despite having paid substantial amounts towards the consideration, possession of their respective flats has not yet been handed over.

10. The complainants have uploaded their written submissions on the record of MahaRERA on 08-06-2026 (Sr. Nos. 2 to 6, 9, 10, 13 to 16, 20 to 22 and 26) and on 09-06-2026 (Sr. Nos. 1, 7, 11, 12, 18, 19, 23 to 25), which are substantially a reiteration of the averments made in the complaints and rejoinders. The complainants have pointed out that the respondent, through its email communications, acknowledged the delay in the project and expressed its willingness to pay compensation of Rs. 7,500/- per month along with an additional 50% compensation in the event of any further delay until possession. Despite such acknowledgment, the project has remained incomplete and possession has not been handed over. The complainants have further submitted that no demand letter or payment demand has been issued by the respondent since September 2024. Therefore, the allegation that the complainants are defaulting allottees is unsustainable and contrary to the record. It has further been submitted that the agreed possession date under the respective **agreements for sale** has already expired. Thereafter, by email dated 26-09-2025, the respondent informed the allottees that implementation under the UDCPR and approvals for the proposed additional 13th, 14th, 15th and 16th floors were pending. According to the complainants, the proposed additional development relates to the respondent's future development plans arising after the agreed possession date and cannot justify the existing delay. The complainants have further submitted that the respondent has failed to establish the existence of any force majeure event or any circumstance beyond its control which could legally justify the prolonged delay. According to the complainants, the reasons cited by the respondent, namely financial constraints, cash-flow issues, creditor proceedings and proposed additional development, are purely internal matters and cannot absolve the respondent of its contractual and statutory obligations.
11. The respondent has filed common written submissions on the record of MahaRERA on 09-06-2026. The respondent has reiterated that construction activities are actively progressing through privately arranged funds despite historical disruptions caused by SARFAESI proceedings, unforeseen hard rock strata encountered during



excavation, replacement of contractors and irregular stage-wise payments by certain allottees. The respondent has further submitted that it has continuously engaged with the allottees and had convened a joint meeting on 02-06-2026 to provide project updates, although only one complainant attended the meeting. It has also contended that there has been no intentional violation of the provisions of the RERA and that any direction to pay interest would impose an undue financial burden, thereby adversely affecting its ability to complete the project using the available financial resources.

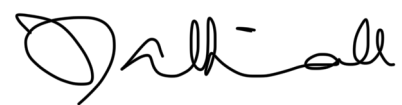
12. The complainants have thereafter uploaded their additional written submissions in response to the respondent's additional written submissions on their respective dates. The complainants have denied all contrary allegations and contentions raised by the respondent. They have submitted that the respondent has wrongly attempted to shift the blame for the delay in completion of the project onto the allottees despite having failed to complete the project within the agreed possession date of 31-05-2025. The complainants have further contended that the respondent obtained extension of the project registration till 31-12-2028 without properly informing or consulting the allottees and concealed the same during meetings and communications. They have submitted that the actual progress at the project site has been minimal and that the respondent's financial difficulties, SARFAESI proceedings, liquidity constraints, contractor-related issues and other construction problems are the real causes for the delay, and not any alleged default on the part of the allottees. The complainants have also contended that the respondent has adopted inconsistent stands before MahaRERA and the allottees and has attempted to avoid its liability for delayed possession by contending that payment of interest would hamper completion of the project. Relying upon the extension order dated 25-05-2026, the complainants have submitted that MahaRERA has expressly protected the rights, claims and remedies of the allottees and clarified that the grant of extension does not affect their entitlement to claim interest or compensation. It has further been submitted that under Section 18 of the RERA, the right of an allottee to receive interest for every month of delay until actual possession is a statutory and enforceable right, irrespective of any extension granted to the project.

Accordingly, the respondent has been stated to be liable to pay interest and compensation for the delay from 01-06-2025 till the date of actual possession, while all other legal rights and remedies have been expressly reserved. The complainants have also submitted that the respondent's statement regarding attendance at the meeting held on 02-06-2026 wrongly suggested non-cooperation on their part. They have relied upon the relevant email correspondence to demonstrate that they had responded to the respondent, arranged representation for the meeting and requested that future meetings be conducted on weekends to enable wider participation. According to the complainants, they have always been willing to engage constructively, and therefore the allegation of non-cooperation is liable to be rejected. They have further submitted that the present complaints relate to delay in completion of the project and delayed possession, and attendance at any meeting does not affect or dilute their statutory rights under the RERA.

13. The MahaRERA has examined the rival submissions made by both the parties and also perused the available record. The complainants herein, by filing these complaints under section 31 of the RERA approached the MahaRERA mainly seeking possession of their flats along with interest and compensation under the provisions of section 18 of the RERA on account of delay in handing over possession of the said flats to them on the agreed date of possession mentioned in their respective agreements for sale (executed on various dates as mentioned in the aforesaid table at para no.5). The complainants in this case have agitated their claim under section 18 of the RERA by virtue of the registered agreements for sale (details mentioned in the aforesaid table at para no.5). The complainants have contended that as per the said agreements for sale, the respondent has agreed to handover possession of the said flats to them on various dates (as detailed in the aforesaid table at para no. 5 above. However, it has failed to do so. To substantiate their aforesaid claims under section 18 of the RERA, the complainants have submitted the copies of their respective agreements for sale on record of MahaRERA.
14. The respondent promoter has assailed the aforesaid claims of the complainants by filing its detailed reply/written submissions on record of MahaRERA. It has mainly

contended that extensions of project registration are in the public domain, were granted by MahaRERA, and were not challenged by the complainants, who continued in the project with knowledge of such extensions. Moreso, it contended that the delay in the project was due to financial issues, SARFAESI proceedings and default on part of the allottees in making the timely payments towards their bookings. It has also pointed out that the notary affidavit lacked a serial number, rendering it invalid under as per the High Court precedents/

15. As regard to the objection raised by the respondent pertaining to the filing of these complaints (as applicable) in an improper format, the MahaRERA is of the view that the said objection is merely technical in nature and does not affect the merits of the case. Since the complainants have placed on record the requisite mandatory documents, namely, copies of the registered agreements for sale, in support of their claim under Section 18 of the RERA, the MahaRERA finds no substance in the said objection raised by the respondent.
16. In the present case, the respondent has impliedly claimed that the completion date of the project has been extended till 31-12-2028 and, therefore, the present complaints are premature and relief under Section 18 of RERA cannot be granted. In this regard, MahaRERA is of the view that the completion date shown on the MahaRERA website is different from the possession date mentioned in the agreements for sale executed with the complainants. Further, the agreements for sale were executed after the commencement of the RERA. Therefore, the respondent-promoter was required to clearly mention a reasonable and definite time period for handing over possession of the flats to the complainant-allottees. Moreso, by obtaining extension for the project registration (with or without the consent of the allottees of this project), the respondent promoter cannot try to modify the date of possession mentioned in the said registered agreements for sale, which in fact are public documents and the same needs to be changed by way of a registered deed. Hence, the MahaRERA does not find any merits in the aforesaid issue raised by the respondent promoter.
17. Be that as it may, as far as the substantive relief sought by the complainants towards the possession along with interest and compensation sought by these complainants under section 18 of the RERA, before dealing with the facts of these complaints on



merits, it is pertinent to examine the phrase “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) 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.”

18. From a plain reading of section 18 of the RERA, it is clear that if the promoter fails to handover the possession of the flat to the allottees as per the terms and conditions of the agreement for sale on the date specified therein, the allottee has two choices either to withdraw from the said project or to stay with the project. In case the allottee chooses to withdraw from the project, the allottee is entitled to seek a refund along with interest including the compensation and if the allottee wishes to stay in the project he is entitled to seek interest for the delayed possession as prescribed under section 18 of the RERA read along with relevant rules made thereunder.
19. In the present case, admittedly alleging the delay in handing over possession of the said flats to them, these complainants have filed these complaints seeking relief under section 18 of the RERA. The complainants have contended that on the said agreed date of possession i.e., 31-05-2025 (as detailed in the aforesaid table at para no.5 above), the respondent has failed to hand over possession of the said flats by obtaining occupancy certificate for the said project.
20. The respondent has sought to justify the said delay in completion of the said project on several grounds, namely financial constraints, irregular payments by certain allottees, proceedings initiated under the provisions of the SARFAESI Act, 2002 by its

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lender, difficulties arising from excavation due to hard rock strata, replacement of contractors, liquidity issues and other construction-related challenges etc. The respondent has further contended that these circumstances adversely affected the progress of the said project and prevented timely completion of the same. It has also contended that it continues to undertake construction activities through privately arranged funds and remains committed to completing the said project at the earliest.

21. The respondent has further contended that the project registration had expired on 30-06-2025 and that it could not immediately apply for extension as the consent of the allottees was not forthcoming despite repeated communications. It has submitted that the extension application was subsequently filed pursuant to the directions of the MahaRERA and that the project registration has now been extended till 31-12-2028. The respondent has also submitted that directing payment of interest or compensation at this stage would impose an additional financial burden, thereby adversely affecting the completion of the said project.
22. In this regard, MahaRERA has noticed that as per the supportive documents submitted by the respondent on record of MahaRERA shows that the respondent has faced financial difficulties, including proceedings initiated by its secured creditor under the SARFAESI Act, along with certain practical difficulties while implementing the said project. These circumstances may explain the delay in completing the said project. However, they do not relieve the respondent of its statutory and contractual obligations towards the complainant allottees under the provisions of RERA including Section 18 of the RERA.
23. Moreso, as per the provisions of Section 18 of the RERA, the respondent being a promoter is under a statutory obligation to complete the said project and to hand over possession of the said flats to the complainants within the timeline agreed in the said agreements for sale. However, the financial difficulties, shortage of funds, disputes with contractors, cash-flow problems, lender actions or other business-related issues are risks concerned with the respondent's business. Hence, such reasons cannot be accepted by MahaRERA as valid grounds to deny the statutory rights available to the complainant allottees under the RERA.
24. The respondent has also contended that certain allottees have defaulted in making payments, which affected completion of the said project. However, no supportive



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documents have been submitted on record of MahaRERA to show that such defaults caused the delay in completion of the said project. Moreover, the respondent has contractual remedies against defaulting allottees under the agreement for sale under the provisions of Section 19(6) and 19(6) of the RERA.

25. In view of the above, although the reasons put forward by the respondent explain the practical and financial difficulties faced by it during completion of the said project, they cannot be accepted as valid /plausible grounds to deny the statutory relief available to the complainants under the RERA. The respondent, being the promoter of the said project, remains responsible for completing the said project and handing over possession of the said flats to them within the agreed timeline and is liable for the consequences of the delay in accordance with the provisions of Section 18 of the RERA
26. Be that as it may, as regards the issue of non-payment of outstanding dues as per the payment schedule mentioned in the agreements for sale by the complainant allottees (as applicable), 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 are duly registered agreements for sale executed between the parties, which have 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 agreements 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 (as applicable), 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.
27. As regards the claim of compensation sought by the complainants under section 18 of the RERA, the MahaRERA is of the view that since the complainant-allottees are willing to remain in the said project and to have possession of their flats, they are entitled to seek interest on account of the delay. Hence, their claim towards the compensation stands rejected in view of the explicit provisions of section 18(1) of the RERA.



28. 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.
29. In the present case, it is pertinent to note that the complainants herein have relied upon agreements for sale (as applicable) signed with the respondent promoter. 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 agreements for sale, 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 specifically although it has filed its replies to these complaints and raised the issue that the complainants (as applicable) are the defaulters. 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. (as specifically recorded in the aforesaid table at para- no. 5 mentioned above), the parties need to verify the same from the actual record i.e. payment receipts- ledger accounts etc.
30. In view of the above facts and discussion, the following order is passed:
- The present complaints are partly allowed.
 - The claims of the complainants sought towards compensation stands rejected in view of the observations made in the aforesaid para no. 27.

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- c. The respondent - promoter is directed to pay interest for the delayed possession to the complainants from 01-06-2025 , for every month, till the date of offer of possession of the said flat to the complainants along with OC, on the actual amount paid by the complainants towards the consideration of the said flats 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 flats 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 to the complainants 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 flats to the complainants, may set off the outstanding dues payable by the complainants along with interest (if any - in view of the observations made in the aforesaid para- no. 26), 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.

31. With these directions, all 26 complaints stand disposed of.



(Mahesh Pathak)

Member - 1/MahaRERA