BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY, MUMBAI

Hearing held through Hybrid mode

CORAM: Ravindra Deshpande, Member II, MahaRERA

COMPLAINT NO. : CC12504235

KAPIL ASHOKRAO GAHUKAR …COMPLAINANT

Vs

GODREJ SKYLINE DEVELOPERS LIMITED …RESPONDENT

MahaRERA Project registration No. P52100023129

FINAL ORDER

(Date of Order: 02/11/2026)
(Date of Hearing: 16/07/2026)

Complainant present In-person
Adv. Dharmapal Dave for the Respondent

1. The Complainant has prayed that the Respondent be directed to refund the total amount of ₹25,01,353/- paid by the Complainant, along with interest at the rate of SBI's highest MCLR plus 2% from the date of each payment until actual refund, without any deduction towards brokerage or other charges. The Complainant has further sought directions to the Respondent to execute a registered Cancellation Deed, cooperate in obtaining a refund of stamp duty and registration charges, and furnish the necessary assistance letter. The Complainant has also sought an itemised refund statement specifying the amounts payable to the lending bank and the Complainant, settlement of the outstanding bank loan, and issuance of bank closure/NOC proof. The Respondent be directed to complete the refund through RTGS/NEFT within 30 days of the Order and submit proof of payment, failing which recovery proceedings may be initiated. The Complainant has also prayed for restraint against the Respondent from transferring, alienating or encumbering the said unit or project realisations until completion of the refund, compensation for financial losses, including home loan interest, rental expenses and mortgage

charges, as well as mental harassment under Sections 18 and 71 of the Act, and reimbursement of the complaint filing fees and document preparation costs.

2. The brief facts of the complaint are as follows:
3. The Complainant booked Flat No. 1608, Tower A2, in the Respondent's project "Forest Grove" at Godrej Park Greens on 18.02.2020 by paying the booking amount. The Respondent issued an Allotment Letter dated 24.03.2020, and the registered Agreement for Sale was executed on 19.11.2020. As per Clause 15.1 of the Agreement for Sale, the Respondent was contractually obligated to hand over possession of the said flat on or before 30.09.2024.

4. The Complainant submits that a total amount of ₹25,01,353/- was paid towards the consideration of the flat through personal contributions and bank disbursements. However, the Respondent failed to hand over possession within the stipulated contractual period. Due to the prolonged delay, the Complainant submitted a cancellation request on 28.05.2025. Despite repeated emails, telephone calls and an in-person meeting held on 15.09.2025, the Respondent allegedly failed to provide written acknowledgement of cancellation, an itemised refund statement, interest calculations, a definite refund timeline or written justification for the proposed brokerage deduction.

5. The Complainant further submits that the Respondent obtained extensions of the project registration up to March 2025 and March 2026, and subsequently obtained a further extension up to 2027 in August 2025, without informing the Complainant. The Complainant alleges that such non-disclosure, particularly after the cancellation request dated 28.05.2025, amounts to suppression of material information and violates the Respondent's obligations under Sections 11(4)(a), 12 and 19(4) of the Real Estate (Regulation and Development) Act, 2016. The Complainant also relies upon the project extension certificate, the MahaRERA website record and

the construction update of September 2025 to contend that the project remained incomplete and unfit for possession.

6. The Complainant contends that the Respondent's failure to hand over possession by the agreed date constitutes a breach of the Agreement for Sale and attracts the provisions of Section 18(1)(a) of the Act. Accordingly, the Complainant claims entitlement to a refund of the entire amount of ₹25,01,353/-, together with interest at the prescribed rate of SBI's highest MCLR plus 2%, calculated from the date of each payment until actual refund. The Complainant has submitted an interest calculation up to 30.11.2025, along with the relevant payment receipts, demand letters and statement of account.

7. The Complainant further alleges that the Respondent failed to discharge its statutory obligations by not furnishing accurate and complete information regarding the revised possession timeline, cancellation process, refund calculation and interest payable. The Complainant submits that the Respondent's alleged refusal to provide written particulars and its proposal to deduct brokerage charges despite the cancellation being sought on account of delayed possession are contrary to the Complainant's rights under Sections 19(4) and 19(5) of the Act. The Complainant, therefore, disputes the proposed deductions and seeks a refund without any such deduction.

8. The Complainant submits that the prolonged delay in possession and the Respondent's alleged failure to provide a clear response regarding cancellation and refund have caused financial hardship, including the burden of servicing the home loan while paying rent, interest on loan disbursements and mental stress arising from uncertainty. Relying upon the provisions of Sections 18(1)(a), 11(4)(a), 12, 19(4) and 19(5) of the Act, the Complainant alleges breach of statutory obligations, suppression of material information and unfair trade practices, and seeks appropriate reliefs in accordance with the Act.

9. The Respondent has contested the present complaint and has filed the written statement on MahaRERA website and the brief contentions of the written statement are as follows:

10. The Respondent submits that the Complaint is based on unsubstantiated allegations, surmises and conjectures, and seeks its dismissal with exemplary costs and penalty. The Respondent further submits that it is an established real estate developer committed to customer satisfaction and has developed the residential project known as "Godrej Forest Grove" at Godrej Park Greens, Pune, comprising residential apartments, retail shops, common areas and gardens.

11. The Respondent admits that the Complainant booked Flat No. 1608, Tower A2, in the project "Godrej Forest Grove" and executed a registered Agreement for Sale dated 19.11.2020 before the Sub-Registrar, Haveli, under Serial No. 13273/2020. However, the Respondent contends that the project was affected by the COVID-19 pandemic from March 2020 onwards, resulting in nationwide lockdowns, restrictions on the movement of labour, machinery and construction materials, labour shortages and supply-chain disruptions.

12. The Respondent submits that the after-effects of the pandemic continued until at least mid-2022 and adversely affected the construction industry. It relies upon MahaRERA circulars dated 02.04.2020, 18.05.2020 and 06.08.2021, under which suo motu extensions of three months, six months and six months, respectively, were granted to ongoing real estate projects. The Respondent further contends that Clause 15 of the Agreement for Sale stipulated possession after obtaining the Occupation Certificate on or before 30.03.2024, subject to extensions arising from force majeure events, including acts of God, war, civil

commotion, governmental notices, orders, rules or notifications, and other reasons beyond its control.

13. The Respondent submits that, owing to the circumstances beyond its control, it approached the MahaRERA Authority for an extension of the project completion timeline, which was granted up to 30.06.2027. It claims that the extensions granted by MahaRERA were duly communicated to every customer through email and denies suppressing any material information from the Complainant. The Respondent contends that the project timelines were affected by the COVID-19 pandemic and its consequential effects, including disruptions in the supply of construction materials, labour shortages, increased material prices and labour wages, and restrictions imposed during the pandemic. It further relies upon an order issued by the Pimpri-Chinchwad Municipal Corporation (PCMC) dated 13.11.2023, whereby construction activities within PCMC limits were banned due to poor Air Quality Index (AQI). According to the Respondent, the said ban necessitated the demobilisation of labour and caused further delays because remobilisation required considerable time despite its efforts to retain workers at the site.

14. The Respondent further attributes the delay to supply-chain disruptions affecting the procurement and delivery of essential construction materials, particularly aluminium windows and tiles. It submits that aluminium window installation, being essential for subsequent finishing activities, was delayed due to restrictions on the interstate and intrastate movement of goods and services and the import ban concerning China. Tiles could not be sourced from Gujarat owing to restrictions on interstate movement. In support, the Respondent refers to the import-ban circular dated 27.03.2020 bearing No. F.No. S/3 Misc PRO 13/2018-19 ACC(I) and the movement-restriction order dated 23.03.2020 bearing No. DMU/2020/CR.92/DisM-1. The Respondent also cites abnormal fluctuations in raw-material prices, increased labour wages, a

strike by the Pune RMC Association and the Pune Crushers Association resulting in non-supply of raw materials and ready-mix concrete (RMC), labour shortages during the first and second waves of COVID-19, and the cascading impact of these disruptions on construction activities.

15. The Respondent submits that the non-performance of its principal contractor, Viraj Projects India Private Limited, further contributed to the delay. The contractor was appointed by February 2022 to execute the core and shell works of Towers A1, A2 and A4 of Godrej Forest Grove and Towers B1 to B3 of Godrej Park Greens, including excavation, plain cement concrete, formwork, reinforcement, reinforced cement concrete, plastering, waterproofing, installation of railings, electrical conduits and certain multilevel car-parking works.

16. The Respondent alleges that the contractor suffered financial difficulties arising from the COVID-19 pandemic and supply-chain disruptions, failed to deploy adequate manpower and did not achieve the prescribed construction targets despite financial assistance, advances and labour-deployment incentives extended by the Respondent. Consequently, the contractor initiated proceedings under Section 9 of the Arbitration and Conciliation Act, 1996, before the Bombay High Court on 04.11.2023, being CARBP No. 31331 of 2023 concerning Godrej Park Greens and CARBP No. 31264 of 2023 concerning Godrej Forest Grove. The proceedings concerned the contractor's machinery and equipment lying at the project sites and its request for restraint against the Respondent from using, selling, alienating or auctioning the same or creating third-party rights therein.

17. The Respondent states that, by an Order dated 10.11.2023, passed in terms of the Consent Minutes of Order dated 10.11.2023, the Bombay High Court appointed a Court Commissioner to identify and prepare an inventory of the contractor's materials and

equipment lying at the project sites, with the Commissioner's report initially required by 11.12.2023. The Commissioner's Interim Report dated 13.12.2023 recorded that the identification process was continuing, and further time was sought. During the site visit on 16.12.2023, the contractor allegedly failed to facilitate the transfer of the materials to the identified storage location. On 21.12.2023, the Bombay High Court directed the contractor to commence removing identified and reconciled materials from 22.12.2023, continue the identification and removal process, cooperate with the Commissioner, and remove all identified materials within three weeks from 15.01.2024, failing which the Respondent could remove them at the contractor's cost.

18. The Respondent alleges that the contractor failed to comply with these directions, continued to obstruct the construction activities and, in February 2024, engaged in conduct that allegedly endangered workers, employees, labourers and nearby residents, prompting the Respondent to lodge a complaint dated 07.02.2024 with the Senior Police Inspector, Police Station Dehu Road, Mamurdi, Pune. According to the Respondent, the machinery and equipment could be fully identified, reconciled and shifted to a warehouse at Mamurdi only by December 2024, with additional time required to remove the tower crane through a specialised external agency. The Respondent contends that the site could not be fully cleared and construction activities could not resume unhindered until the materials were removed.

19. The Respondent relies upon paragraph 24 of the judgment of the Hon'ble Supreme Court in *M/s Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh and Others*, reported in (2021) 18 SCC 1. It submits that, in view of the COVID-19 pandemic, the governmental restrictions, the PCMC construction ban dated 13.11.2023, the contractor-related disputes and the orders passed by the Bombay High Court, the delay occurred due to unforeseen circumstances and reasons beyond its control. The Respondent

contends that the extensions granted by MahaRERA should correspondingly extend the period for handing over possession to the allottees and that it is, therefore, not liable for compensation for the delay. It further submits that, after clearing the site, it diligently resumed construction and is actively undertaking the remaining works in the Forest Grove and Park Greens towers, with a view to completing the project and handing over possession within the extended timeline up to 30.06.2027. Accordingly, the Respondent denies that the Complainant is entitled to the reliefs claimed in the Complaint.

20. In view of the aforesaid submissions, the Respondent prays that the Complaint be dismissed with exemplary costs and penalty, and that costs be awarded in favour of the Respondent. It further seeks permission to amend or alter its Written Reply or Statement, if required, and to place additional documents on record in support of its defence. The Respondent also seeks such other and further orders as this Authority may deem just and equitable in the facts and circumstances of the case.

21. The Complainant has filed the rejoinder to the present written statement of the Respondent. The brief contentions of the rejoinder are as follows:

22. The Complainant has filed the present Rejoinder in response to the Written Statement dated 01.03.2026 filed by the Respondent, contending that the Respondent has failed to address the central issue concerning the Complainant's statutory right to refund under Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016. The Complainant submits that the execution of the registered Agreement for Sale dated 19.11.2020, payment of the total amount of ₹25,01,353/- and non-delivery of possession within the stipulated timeline are undisputed facts. The Complainant contends that, under the Agreement for Sale, possession was required to be handed over by 30.09.2024, or within the extended period up to 30.03.2025, after accounting for

the COVID-19-related extension. Since possession was not offered within the stipulated period, the Complainant exercised the right to withdraw from the project and sought a refund of the entire amount paid along with applicable interest.

23. The Complainant submits that the Respondent's reliance on Clause 15 of the Agreement for Sale to justify the delay is misconceived. According to the Complainant, although Clause 15.1 provides for an extension of the possession timeline in cases of force majeure or circumstances beyond the Respondent's control, Clause 15.2 expressly provides for a refund of the amounts received along with applicable interest from the respective dates of payment if possession is not offered within the stipulated period.

24. The Complainant further submits that the Agreement does not extinguish the allottee's right to withdraw on account of force majeure circumstances. Reliance is also placed on MahaRERA Order No. 21/2021 dated 06.08.2021, which expressly clarifies that the extension granted on account of the second wave of the COVID-19 pandemic shall not affect the rights of allottees under the Act. The Complainant further relies on the Respondent's email dated 18.06.2022, wherein the extended project completion timeline was stated to be 30.03.2025, with an expectation that the project would be completed earlier. The Complainant submits that the Respondent cannot indefinitely rely upon regulatory extensions to defeat the statutory right to refund.

25. The Complainant further submits that the chronology of project extensions supports the claim for refund. As per the MahaRERA portal, the project completion date was initially reflected as 30.03.2025 following the COVID-19-related extensions. Subsequently, the Respondent obtained an extension on 20.08.2024, revising the completion timeline to 30.03.2026, which was communicated to the Complainant on 30.03.2025. The Complainant submitted the cancellation and refund request on

28.05.2025, when possession had not been offered despite the expiry of the contractual possession date of 30.09.2024 and the extended project completion date of 30.03.2025.

26. Thereafter, the Respondent obtained a further extension on 20.08.2025, revising the project completion timeline to 30.09.2027. The Complainant contends that the subsequent extension cannot retrospectively defeat the withdrawal request already made on 28.05.2025. It is further submitted that the Respondent's internal commercial difficulties, including labour shortages, supply-chain disruptions, contractor non-performance and vendor litigation, are risks attributable to the Respondent and cannot deprive the Complainant of statutory rights under Section 18(1)(a) of the Act.

27. The Complainant relies upon the judgment of the Hon'ble Supreme Court in *M/s Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh and Others*, reported in (2021) 18 SCC 1, to contend that the allottee's right to seek refund under Section 18(1)(a), read with Section 19(4) of the Act, is an unconditional statutory right where the promoter fails to deliver possession within the stipulated period and the allottee elects to withdraw from the project. The Complainant submits that the said judgment does not support the Respondent's defence based on unforeseen events; rather, it recognises the promoter's obligation to refund the amount received with prescribed interest notwithstanding such circumstances. Accordingly, the Complainant seeks a refund of the entire amount of ₹25,01,353/-, including GST, together with interest at the prescribed rate from the respective dates of payment until actual refund. The Complainant contends that neither the Act nor the Agreement for Sale excludes GST from the amount on which interest is payable and relies upon an updated interest calculation statement up to 10.03.2026, subject to recalculation until actual payment.

28. The Complainant further submits that, during conciliation proceedings held on 26.12.2025, the parties were advised to explore settlement, pursuant to which a meeting was held on 30.12.2025. According to the Complainant, during the said meeting, the Respondent discussed refund of the amount paid with interest at SBI's highest MCLR plus 2%, and the principal disputes concerned interest on GST and stamp duty and registration charges. The Complainant relies upon the email communication annexed as Annexure R-1, stating that the Respondent acknowledged the discussions concerning refund and applicable interest, indicated a tentative refund date of 30.01.2026 subject to closure of the case, and disputed the applicability of interest on GST and stamp duty and registration charges.

29. The Complainant alleges that the Respondent's subsequent request for dismissal of the entire Complaint is contradictory. The Complainant also disputes the Respondent's proposal to impose 3% stamp duty and 1% registration charges on the interest component, contending that no statutory or contractual basis has been provided for such demand. Further, the Complainant submits that the Respondent's delay in processing the cancellation and refund has prejudiced the Complainant's ability to obtain a refund of stamp duty, while continued non-delivery of possession from October 2024 onwards has necessitated additional rental expenditure.

30. In conclusion, the Complainant submits that the Respondent's defence primarily seeks to justify the delay in construction without addressing the statutory obligation to refund the amount received upon the allottee's withdrawal under Section 18(1)(a) of the Act. The Complainant, therefore, prays that the Respondent's plea for dismissal of the Complaint be rejected and that the Respondent be directed to refund the entire amount of ₹25,01,353/-, including GST, together with applicable interest from the respective dates of payment until actual refund. The Complainant further seeks

directions that no deductions towards stamp duty, registration charges, legal charges or any other charges be imposed while processing the refund, along with consequential reliefs in respect of the losses already claimed in the Complaint.

31. The Complaint was listed on 16/07/2026 and the Roznama records as follows:

Today the complainant appeared in person and Adv. Dharmapal Dave appeared for the respondent. The complainant prayed in the complaint for Refund of principal amount with interest upto 30.06.2026. There should be no deduction towards cancellation and brokerage. Cancellation deed expenses should be determined by the Authority. The written arguments uploaded by complainant should be considered. The advocate for the Respondent submitted that GST is not consideration amount. The respondent is ready to refund amount with prescribed interest as on 30.12.2025 and the same is informed to the complainant on 30.12.2025 through email. The complainant is to bear the cancellation charges & stamp duty. The Respondent is not uploading written arguments. ' The matter is reserved for order.

32. The Complainant has filed the written arguments, and the brief contentions are as follows:

33. The Complainant has submitted the present Written submission in compliance with the Roznama dated 25.06.2026, pursuant to which the Respondent was to furnish its calculation sheet and the Complainant was to examine the same and submit his opinion. The Complainant states that the submission is confined to the Respondent's settlement proposal and is without prejudice to the pleadings and contentions already raised in the complaint, rejoinder and documents on record.
34. The Complainant submits that the Respondent's settlement proposal has undergone changes during the proceedings. While the Respondent initially discussed refund with interest calculated up to 30.01.2026, it subsequently restricted interest to 30.12.2025, proposed exclusion of GST, deduction of 2% under MahaRERA

Order No. 60, deduction of TDS and payment of cancellation deed expenses by the Complainant. Despite repeated undertakings, the Respondent allegedly failed to furnish a detailed calculation sheet explaining the proposed deductions. The Complainant states that the settlement could not be concluded due to unresolved issues concerning GST, interest on GST, cancellation deed expenses and the proposed wording of the cancellation deed.

35. The Complainant contends that the dispute concerns the legal character of the withdrawal and not merely the quantum of refund. According to the Complainant, the Agreement for Sale was terminated due to the Respondent's failure to hand over possession within the agreed period, and the withdrawal was exercised under Section 18(1)(a) of the Real Estate (Regulation and Development) Act, 2016, rather than as an ordinary voluntary cancellation. Accordingly, the Complainant disputes the Respondent's entitlement to restrict interest to 30.12.2025, deduct 2% under MahaRERA Order No. 60, impose cancellation deed expenses upon the Complainant, or require a recital stating that cancellation was requested voluntarily by the purchaser.

36. Without prejudice to his statutory rights and solely to facilitate settlement, the Complainant proposes a refund of the principal amount of ₹24,76,587.13, together with interest of ₹13,06,373.08 calculated from the respective dates of payment up to 30.06.2026, aggregating to ₹37,82,960.21. The Complainant disputes the Respondent's contention that interest should cease on the basis of the email exchanged during the unsuccessful settlement discussions in December 2025, pointing out that no settlement was concluded, no cancellation deed was executed and no refund was paid. The Complainant clarifies that the proposed calculation does not constitute a waiver of the right to claim interest until actual refund.

37. Regarding GST, the Complainant is willing, solely for settlement purposes, to pursue a refund before the competent GST

Authorities, provided the Respondent furnishes the requisite documents, declarations and cooperation before execution of the cancellation deed. The Complainant disputes the proposed 2% deduction under MahaRERA Order No. 60, stating that the Respondent has not identified any specific provision establishing its applicability to a statutory withdrawal under Section 18(1)(a). The Complainant further requests that the cancellation deed accurately record that the Agreement for Sale is being terminated pursuant to settlement of the claim arising from delayed possession and exercise of rights under Section 18(1)(a). Although the Complainant requests that the Respondent bear the cancellation deed expenses, he remains willing to discuss equitable sharing without admitting legal liability.

38. The Complainant submits that he has participated in conciliation, attended hearings and meetings, sought the detailed calculation sheet and continued settlement discussions in good faith. He therefore requests that the Written Opinion be taken on record and his compliance with the Roznama dated 25.06.2026 be recorded. The Complainant remains willing to settle the dispute on the aforesaid terms and requests that, if settlement is not reached, the complaint be adjudicated on merits under the RERA Act, applicable Maharashtra Rules, Agreement for Sale and evidence on record, including determination of the Respondent's entitlement to restrict interest, make the proposed deductions, impose cancellation deed expenses and treat the withdrawal as an ordinary voluntary cancellation. The Complainant also seeks appropriate directions requiring the Respondent to provide the documents and cooperation necessary for pursuing the GST claim.

39. Considering the pleadings of the parties following points arise for my determination. My findings thereon are recorded as under for the reasons stated below:

No	Points	Findings
1.	Whether the complainants are entitled to the relief claims ?	Partly Affirmative
2.	What Order?	As per final order.

Reason as to point No. 1

40. Upon perusal of the pleadings, documents placed on record, the written submissions and the submissions advanced by the parties, it is evident that the Complainant booked Flat No. 1608, Tower A2, in the Respondent's project "Godrej Forest Grove" and executed a registered Agreement for Sale dated 19.11.2020. The execution of the Agreement for Sale and payment of the amount towards the said flat are not in dispute. The Complainant has placed on record the payment particulars to substantiate payment of ₹25,01,353/-. The principal controversy is whether, upon failure of the Respondent to hand over possession within the agreed period, the Complainant is entitled to withdraw from the project and seek refund with interest under Section 18(1)(a) of the Act.

41. At the outset, it is necessary to refer to Section 18(1)(a) of the Act, which provides that where the promoter fails to complete or is unable to give possession of an apartment in accordance with the terms of the Agreement for Sale, or duly completes the project by the date specified therein, the allottee, if he intends to withdraw from the project, shall be entitled to receive the amount received by the promoter in respect of that apartment, with interest at such rate as may be prescribed. The right conferred upon the allottee under this provision is a statutory right and is distinct from a request for voluntary cancellation of a booking. Section 19(4) of the Act correspondingly recognises the allottee's right to claim refund with interest and compensation, as provided under the Act.

42. In the present case, the Complainant relies upon Clause 15.1 of the registered Agreement for Sale, which, according to him, stipulates the date of possession as 30.09.2024. The Respondent, on the other hand, has contended that the contractual possession date was 30.03.2024, (it should have been the date as 30.09.2024) subject to force majeure and other circumstances beyond its control. However, irrespective of the aforesaid discrepancy, the material fact remains that possession was not offered to the Complainant even by 30.03.2025, being the extended project completion date relied upon by the Complainant. The Complainant issued the request for cancellation and refund on 28.05.2025, after expiry of the aforesaid period. Thus, even if the Respondent's contention regarding the extended timeline is considered, the Respondent had failed to offer possession before the Complainant exercised his right to withdraw from the project.

43. The Respondent has sought to justify the delay by relying upon the COVID-19 pandemic, lockdown restrictions, shortage of labour, disruption in the supply of construction materials, increase in material and labour costs, restrictions imposed by PCMC on account of poor air quality and disputes with its principal contractor, Viraj Projects India Private Limited. The Respondent has also placed reliance upon the proceedings before the Hon'ble Bombay High Court concerning the contractor's machinery and equipment lying at the project site. This Authority has considered the aforesaid explanations. However, the circumstances pleaded by the Respondent, including the commercial and contractual disputes with its contractor, relate to the Respondent's internal arrangements for execution of the project. Such circumstances, by themselves, cannot automatically extinguish the statutory right of an allottee under Section 18(1)(a) of the Act.

44. It is further observed that the extensions granted by MahaRERA in respect of the project registration timeline cannot, by themselves, be construed as an automatic alteration of the contractual

possession date agreed between the promoter and the allottee or as a waiver of the allottee's statutory rights under the Act. The purpose of granting an extension to a project is to regulate and permit the promoter to complete the registered project within the extended period. Such extension does not, in itself, take away the right of an allottee to seek relief under Section 18(1)(a), where the conditions contemplated under the said provision are otherwise satisfied. In the present case, the subsequent extension obtained by the Respondent on 20.08.2025, revising the project completion timeline to 30.09.2027, was subsequent to the Complainant's withdrawal request dated 28.05.2025. Such subsequent extension cannot retrospectively defeat the right already exercised by the Complainant.

45. The Respondent has also relied upon the judgment of the Hon'ble Supreme Court in *M/s Newtech Promoters and Developers Pvt. Ltd. v. State of Uttar Pradesh and Others*, reported in (2021) 18 SCC 1. However, the said judgment recognises that the allottee's right to seek refund under Section 18(1)(a) of the Act, upon failure of the promoter to deliver possession within the stipulated period and upon the allottee electing to withdraw from the project, is an unconditional statutory right. The Respondent cannot rely upon the said judgment to contend that the allottee is deprived of the right to refund merely because the delay is attributed to unforeseen circumstances. Therefore, the Respondent's explanation regarding the circumstances affecting construction does not furnish a valid ground to deny the Complainant's claim for refund under Section 18(1)(a) of the Act.

46. The Complainant submitted his request for cancellation and refund on 28.05.2025 on account of non-delivery of possession. The said request is required to be considered in the context of the statutory right exercised by the Complainant and not as an ordinary voluntary cancellation at his own instance. The Respondent's proposal to treat the transaction as a voluntary

booking cancellation and to impose a deduction of 2% by relying upon MahaRERA Order No. 60/2024 is, therefore, not acceptable in the facts of the present case. The said proposal cannot be applied mechanically without considering the nature of the withdrawal and the statutory entitlement arising under Section 18(1)(a). The Respondent has not established any independent basis on record to justify the proposed deduction from the refund payable to the Complainant. Accordingly, the Respondent is not entitled to deduct 2% towards cancellation charges or any brokerage or similar charges from the amount refundable to the Complainant.

47. The Respondent has further contended that interest should be restricted up to 30.12.2025 on the basis of the email exchanged during the settlement discussions. However, the record indicates that the parties were exploring an amicable settlement and that no concluded settlement was arrived at. No cancellation deed was executed and no refund was paid to the Complainant. Mere exchange of correspondence or discussion of a tentative settlement amount cannot, in the absence of a concluded settlement accepted by both parties, be treated as extinguishing or curtailing the Complainant's statutory entitlement under Section 18(1)(a). Therefore, the Respondent's contention that interest should cease on 30.12.2025 is not sustainable. The Complainant is entitled to interest at the prescribed rate under Rule 18 of the Maharashtra Real Estate (Regulation and Development) Rules, 2017, i.e. the State Bank of India's highest Marginal Cost of Lending Rate (MCLR) plus 2%, from the respective dates of receipt of the payments by the Respondent until actual refund.

48. As regards the amount refundable, the Complainant has claimed refund of ₹25,01,353/- paid towards the said flat. The Complainant has also placed on record a subsequent settlement calculation wherein the principal amount is shown as ₹24,76,587.13, with a separate computation of interest up to 30.06.2026. The Respondent

has disputed the inclusion of the GST component in the amount on which interest is payable. In this regard, the entitlement under Section 18(1)(a) is to receive the amount received by the promoter in respect of the apartment, together with prescribed interest. The Respondent cannot retain any amount collected from the Complainant in connection with the transaction merely by describing it as a tax component, without furnishing a proper account of the amount collected and its treatment. The refund shall, therefore, comprise the amount actually received by the Respondent from the Complainant in respect of the said apartment, as established by the payment receipts and statement of account on record, together with applicable interest under Rule 18. The Respondent shall furnish an itemised statement of the amounts received and refunded, clearly specifying the treatment of the GST component and the amount, if any, remitted to the competent tax authority. Any claim for a separate statutory tax refund shall be pursued before the competent authority in accordance with the applicable tax laws. The Respondent shall extend necessary cooperation and furnish the relevant documents for the same.

49. In view of the Complainant's election to withdraw from the project and the Respondent's obligation to refund the amount received with prescribed interest, execution of a cancellation deed is a necessary consequential step to formally terminate the Agreement for Sale and record the cessation of the parties' contractual relationship in respect of the said flat. The Respondent is, therefore, liable to execute the requisite cancellation deed in favour of the Complainant, recording that the Agreement for Sale is being terminated consequent to the Complainant's withdrawal arising from delayed possession and exercise of his rights under Section 18(1)(a) of the Act. The cancellation deed shall not contain any recital suggesting that the transaction is being terminated solely on account of a voluntary cancellation at the Complainant's instance, contrary to the circumstances giving rise to the present complaint.

50. Further, separate award towards mental agony is not warranted in the present case. As per the judgement of *Neelkamal Realtors Suburban Pvt. Ltd. v. Union of India* in para 64 of this judgement it has been observed by the Hon'ble Bombay High Court that "*The requirement to pay interest under Section 18 of the RERA is not a penalty since payment of interest is compensatory in nature in the light of the delay being suffered by the flat purchaser, who had paid for his flat but did not get the possession*". Therefore, no separate compensation is granted to the Complainant.

51. The Complainant has also sought restraint against the Respondent from transferring, alienating or encumbering the said unit or project realisations until completion of the refund, along with reimbursement of complaint filing fees and document preparation costs. In view of the directions being issued for refund of the amount with prescribed interest and execution of the cancellation deed, no separate order of restraint is considered necessary on the material presently placed on record. The Complainant has also not established any specific statutory or contractual basis for reimbursement of the aforesaid costs. These prayers are, therefore, rejected.

52. The settlement discussions between the parties, including the Respondent's email dated 30.12.2025 and the subsequent settlement proposal, have also been considered. However, since no settlement was concluded and no refund was made, the parties' rights and liabilities are required to be determined in accordance with the Act and the Agreement for Sale. The Complainant's subsequent willingness to explore settlement on a principal amount of ₹24,76,587.13 and interest calculated up to 30.06.2026 cannot be construed as a waiver of his statutory entitlement to interest until actual refund. The Respondent is accordingly directed to refund the amount received in respect of the said flat, as established from the record, together with interest at the rate

prescribed under Rule 18, from the respective dates of receipt of payments until actual refund, without deduction towards cancellation charges, brokerage or any other charges not legally recoverable.

53. In view of the above discussion, this Authority is of the considered view that the Complainant has established his entitlement to withdraw from the project and seek refund with prescribed interest under Section 18(1)(a) of the Act. The prayers for refund with interest, execution of the cancellation deed and necessary cooperation for settlement of the bank loan and issuance of the bank closure/NOC documents deserve to be allowed. The remaining prayers for separate compensation, consequential financial losses, restraint against alienation and reimbursement of costs are not made out in the present proceedings. Hence, Point No. 1 is answered partly in the affirmative, and the complaint deserves to be partly allowed.

ORDER

1. The Complaint is partly allowed as follows:

2. The Respondent is directed to refund the amount received from the Complainant towards Flat No. 1608, Tower A2, excluding the amount paid towards stamp duty, registration charges, GST and other government taxes) together with interest at State Bank of India Highest Marginal Cost of Lending Rates plus 2% prescribed under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate project, registration of the real estate agent, rates of interest and discloser on website) Rules, 2017, from the respective dates of receipt of payments until actual refund.

3. The parties shall execute and register the Cancellation Deed, recording termination of the Agreement for Sale pursuant to the Complainant's withdrawal under Section 18(1)(a) of the Act and

bear the cost of the same. Both the parties directed to bear the cost of the deed of cancellation equally.

4. The Respondent shall furnish the necessary documents and cooperation to enable the Complainant to pursue the eligible refund of GST, stamp duty and registration charges before the competent authorities.

5. The remaining prayers stand rejected.

6. No order as to costs.

Date: 02/11/2026.

RAVINDRA PADMAKARAO DESHPANDE

Digitally signed by RAVINDRA PADMAKARAO DESHPANDE
Date: 2026.11.02 17:19:33 +05'30'

Ravindra Deshpande
MEMBER II, MahaRERA