

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

Virtual Hearing held through video conference as per
MahaRERA Circular No.: 27/2020

1. COMPLAINT NO. CC005000000289987

UTTAM BHAGWAN BHOSALE
MRS. ASHA BHOSALE

...COMPLAINANT/S

A/W

2. COMPLAINT NO. CC005000000290129

SAMPAT ANANDA KHALATE
RANI SAMPAT KHALATE

...COMPLAINANT/S

A/W

3. COMPLAINT NO. CC005000000290132

MANGESH SHASHIKANT SURVE
ANJALI MANGESH SURVE

...COMPLAINANT/S

A/W

4. COMPLAINT NO. CC005000000290133

PARSHURAM MALLAPPA CHALWADI
JYOTI PARSHURAM CHALWADI

...COMPLAINANT/S

A/W

5. COMPLAINT NO. CC005000000290135

PARASHRAM PANDURANG PATIL
ANITA PANDURANG PATIL

...COMPLAINANT/S

A/W

6. COMPLAINT NO. CC005000000290138

TUSHAR DILIP SONAWANE
DILIP MADHAVRAO SONAWANE
KALPANA DILIP SONAWANE

...COMPLAINANT/S

A/W

7. COMPLAINT NO. CC005000000290142

RAVINDRA KRISHNA SABLE
SUNITA RAVINDRA SABLE

...COMPLAINANT/S

A/W

8. COMPLAINT NO. CC005000000290144

NEETA HEMANT SATPUTE

...COMPLAINANT/S

A/W

9. COMPLAINT NO. CC005000000290145

HEMANT RAMCHANDRA SHINDE
CHHAYA HEMANT SHINDE

...COMPLAINANT/S

A/W

10. COMPLAINT NO. CC005000000290172

TEJAS SHASHIKANT PARAB
SIDDHANT SHASHIKANT PARAB
SHILPA SHASHIKANT PARAB ...COMPLAINANT/S

A/W

11. COMPLAINT NO. CC005000000290177
ASHWINI MARUTI GAIKWAD ...COMPLAINANT/S

A/W

12. COMPLAINT NO. CC005000000290183
AJIT SHANKAR DAUND
DHANASHREE AJIT DAUND ...COMPLAINANT/S

A/W

13. COMPLAINT NO. CC005000000290202
PRATIK AMRUT BHINGARE
SNEHA AMRUT BHINGARE ...COMPLAINANT/S

A/W

14. COMPLAINT NO. CC005000000290209
RUPALI SWAROOP BORSE
SWAROOP SURESH BORSE ...COMPLAINANT/S

A/W

15. COMPLAINT NO. CC005000000290218
LAV GANPAT BHADAVKAR
NIRMALA GANPAT BHADAVKAR ...COMPLAINANT/S

A/W

16. COMPLAINT NO. CC005000000290273
SANKET LAXMAN BHOSALE
PRIYANKA SANKET BHOSALE ...COMPLAINANT/S

A/W

17. COMPLAINT NO. CC005000000290292
RAVINDRA TUKARAM KAMBLE
NIRMALA RAVINDRA KAMBLE ...COMPLAINANT/S

A/W

18. COMPLAINT NO. CC005000000290295
NAMDEV SUKHDEV SABLE
SUSHMA NAMDEV SABLE ...COMPLAINANT/S

A/W

19. COMPLAINT NO. CC005000000290305
ANKITA DEOKANTH FALE
DEOKANTH KHANDERAU FALE ...COMPLAINANT/S

A/W

20. COMPLAINT NO. CC005000000310324
VARSHA ANAND BHOSALE
ANAND KAMLAKAR BHOSALE ...COMPLAINANT/S

A/W

21. COMPLAINT NO. CC005000000310352
JOHARA IQBAL SHAIKH
IQBAL BALAM SHAIKH
NADEEM IQBAL SHAIKH ...COMPLAINANT/S

A/W

22. COMPLAINT NO. CC005000000310356
DEEPALI MADHUKAR BADEKAR ...COMPLAINANT/S

A/W

23. COMPLAINT NO. CC005000000310368
SAYALI SUDHIR SHINDE
SUDHIR SURESH SHINDE ...COMPLAINANT/S

A/W

24. COMPLAINT NO. CC005000000310417
SACHIN P JOGDANDKAR
AMITA SACHIN JOGDANDKAR
maiden name AMITA ANAND KHANDEKAR ...COMPLAINANT/S

A/W

25. COMPLAINT NO. CC005000000310431
ARVIND MARUTI PAWAR
SUNITA ARVIND PAWAR ...COMPLAINANT/S

A/W

26. COMPLAINT NO. CC005000000310563
SATISH NAMDEV SALUNKE ...COMPLAINANT/S

A/W

27. COMPLAINT NO. CC005000000310437
GAURI MAHADEV LALSAR
MAHADEV RAMSWAMY LALSAR ...COMPLAINANT/S

A/W

28. COMPLAINT NO. CC005000000310438
MAHADEV RAMSWAMY LALSAR
GAURI MAHADEV LALSAR ...COMPLAINANT/S

A/W

29. COMPLAINT NO. CC005000000310445
KADUBA SHANKAR WANKHEDE
BEBI KADUBA WANKHEDE ...COMPLAINANT/S

A/W

30. COMPLAINT NO. CC005000000310472
NARESH KUMAR
POOJA PILLAY ALIAS POOJA NARESH SINGH ...COMPLAINANT/S

A/W

31. COMPLAINT NO. CC005000000310596
SANDEEP KUMAR JAYASWAL
ARCHNA DEVI ...COMPLAINANT/S
A/W
32. COMPLAINT NO. CC005000000320600
RASHID BADSHAHA SHAIKH
SHARFNISA RASHID SHAIKH ...COMPLAINANT/S
A/W
33. COMPLAINT NO. CC005000000320602
PRATIMA KESHAVAN SWAMY
VIKAS KESHAVAN SWAMY ...COMPLAINANT/S
A/W
34. COMPLAINT NO. CC005000000320604
SUNIL HANUMANT WAGHWALE
USHA SUNIL WAGHWALE ...COMPLAINANT/S
A/W
35. COMPLAINT NO. CC005000000310546
SANTOSH SWAMI
SEEMA SANTOSH SWAMI ...COMPLAINANT/S
A/W
36. COMPLAINT NO. CC005000000340721
MADHURI MORESHWAR PANSARE
MANISHA MORESHWAR PANSARE ...COMPLAINANT/S
A/W
37. COMPLAINT NO. CC12400485
HARSHITA MAYUR PALASKAR ...COMPLAINANT/S
A/W
38. COMPLAINT NO. CC005000000290174
MICHAEL WILSON INGALE
ABHINAV MICHAEL INGALE
VANITA MICHAEL INGALE ...COMPLAINANT/S
A/W
39. COMPLAINT NO. CC005000000269364
SAMADHAN SURYAWANSHI
ROHINI SURYANWANSHI ...COMPLAINANT/S
A/W
40. COMPLAINT NO. CC005000000290128
VINAYAK PRABHAKAR TELANG
VAISHNAVI VINAKAY TELANG ...COMPLAINANT/S
A/W
41. COMPLAINT NO. CC005000000290130
RAM GOVIND SURYAWANSHI
...COMPLAINANT/S

VARSHA RAM SURYAWANSHI

A/W

42. COMPLAINT NO. CC005000000290148

YASHAVANT DOULU MOHITE

ALKA YASHAVANT MOHITE

...COMPLAINANT/S

A/W

43. COMPLAINT NO. CC005000000290157

VIKRAM CHINDHU BAWANGADE

SUKESHNI VIKRAM BAWANGADE

...COMPLAINANT/S

A/W

44. COMPLAINT NO. CC005000000290171

RATNAKAR EKNATH GAJBHIV

MANISHA RATNAKAR GAJBHIV

...COMPLAINANT/S

A/W

45. COMPLAINT NO. CC005000000290196

IMRAN ADAM BHALDAR

SHAHIN IMRAN BHALDAR

...COMPLAINANT/S

A/W

46. COMPLAINT NO. CC005000000290201

RAVINDRA RAMCHANDRA PAWAR

RAISKA RAVINDRA PAWAR

...COMPLAINANT/S

A/W

47. COMPLAINT NO. CC005000000290203

PRADEEP PURUSHOTTAM MANDE

PRITI PRADEEP MANDE

...COMPLAINANT/S

A/W

48. COMPLAINT NO. CC005000000290208

SANJAY SUDHAKAR INDARI

MANISHA SANJAY INDARI

...COMPLAINANT/S

A/W

49. COMPLAINT NO. CC005000000290247

HEMANT VIJAY BORASE

MADHURI KAILAS PATIL alias MADHURI HEMANT

BORASE

...COMPLAINANT/S

A/W

50. COMPLAINT NO. CC005000000290248

ALKA SANJAY HALLALE

AKSHAY SANJAY HALLALE

...COMPLAINANT/S

A/W

51. COMPLAINT NO. CC005000000290264

VISHAL SHARADCHANDRA GUPTE

RUPALI VISHAL GUPTE

...COMPLAINANT/S

A/W

52. COMPLAINT NO. CC005000000290272

RAHUL RAJU GAWALI

RAJU TUKARAM GAWALI (*agent*)

SHRUTI RAHUL GAWALI (*maiden name Shruti Ambadas Raut*)

...COMPLAINANT/S

A/W

53. COMPLAINT NO. CC005000000310357

MANISHA HIRAMAN DAUNDKAR

HIRAMAN JANARDAN DAUNDKAR

...COMPLAINANT/S

A/W

54. COMPLAINT NO. CC005000000310359

RAJESH MADHUKAR TANGSALE

RAJASHREE RAJESH TANGSALE

...COMPLAINANT/S

A/W

55. COMPLAINT NO. CC005000000310370

BHSAKAR SAKHARAM KHOPKAR

BHAGYASHREE BHASKAR KHOPKAR

...COMPLAINANT/S

A/W

56. COMPLAINT NO. CC005000000310414

GANGARAM SOHANLAL PUROHIT

MANISHA GANGARAM PUROHIT

...COMPLAINANT/S

A/W

57. COMPLAINT NO. CC005000000310419

VINOD TANAJI GAWANDI

SARIKA VINOD GAWANDI

...COMPLAINANT/S

A/W

58. COMPLAINT NO. CC005000000310421

JAYRAM BHARAT YADAV

NILAM JAYRAM YADAV

...COMPLAINANT/S

A/W

59. COMPLAINT NO. CC005000000310440

MAHENDRA BAPU PATEKAR

VIKRAM M. PATEKAR

NIRMALA MAHENDRA PATEKAR

...COMPLAINANT/S

A/W

60. COMPLAINT NO. CC005000000310443

RAJENDRA LAXMAN KUMBHAR

ANITA RAJENDRA KUMBHAR

...COMPLAINANT/S

A/W

61. COMPLAINT NO. CC005000000310444

SEEMA TUKARAM TARU

TUKARAM DNYANOBA TARU
MANGAL TUKARAM TARU

...COMPLAINANT/S

A/W

62. COMPLAINT NO. CC005000000310586

ATUL SHIVAJI ETHAPE
MANISHA ATUL ETHAPE

...COMPLAINANT/S

A/W

63. COMPLAINT NO. CC005000000320601

ATUL SADANAND DHAPRE
ASHWINEE ATUL DHAPRE

...COMPLAINANT/S

A/W

64. COMPLAINT NO. CC005000000340760

SACHIN DHULAPPA KAMBLE
ANKITA SACHIN KAMBLE

...COMPLAINANT/S

A/W

65. COMPLAINT NO. CC005000000340771

KISHOR MADHUKAR SHELAR
ANITA KISHOR SHELAR

...COMPLAINANT/S

A/W

66. COMPLAINT NO. **CC005000000471360**

VINAYAK JANARDHAN PAWAR
SIDDHI VINAYAK PAWAR

...COMPLAINANT/S

A/W

67. COMPLAINT NO. CC12400157

KIRAN SANJAY GAIKWAD

...COMPLAINANT/S

VS

M/S CALYX SPACES LLP

(Through Partners Gaurav Sunil Somani And
Nitin Shrikisan Jajoo)

ELITE REALTY (through Proprietor Sunita Gajendra Patil)

...RESPONDENT/S

MAHARERA PROJECT NO-1 REGISTRATION NO. P52100000202 (Sr. Nos. 1 to 37)

MAHARERA PROJECT NO-2 REGISTRATION NO. P52100000169 (Sr. Nos. 38 to 67)

Order

September 11th, 2025

(Date of hearing- 14.07.2025 matters were reserved for order)

Coram: Manoj Saunik, Chairperson, MahaRERA

Advocate Rohit Jain is present for complainants at Sr. Nos. 1 to 25, 27 to 34 & 36

Complainants present in person at Sr. No. 26

Advocate Raunak Sharma is present for complainants at Sr. Nos. 35 & 37

Advocate Rishabh Jain is present for complainants at Sr. Nos. 38, 40 to 65 & 67

Advocate Leena is present for complainants at Sr. No. 39
 None present for complainants at Sr. No. 66
 Advocate Amit Patil for respondents at Sr. Nos. 1 to 37
 Advocate Manasi Sail i/b Advocate Nilesh Borate for respondents at Sr. Nos. 38 to 67

1. The complainants at Sr. Nos. 1 to 67 are home buyers/ allottees within the meaning of section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "Act") of Real Estate Regulatory Authority (hereinafter referred to as the "RERA"). The respondent No. 1, M/s Calyx Spaces LLP, is the promoter/ developer within the meaning of Section 2 (zk) of the Act and is registered as the promoter of Project Nos. 1 and 2 (hereinafter individually referred to as 'Project No. 1' and 'Project No. 2', respectively, and collectively referred to as the 'Projects') under section 5 of the Act. The respondent Nos. 2 and 3, Mr. Gaurav Sunil Somani and Mr. Nitin Shrikisan Jajoo, are partners of the partnership firm of respondent No. 1. The respondent No. 4, Elite Realty (through its proprietor Mrs. Sunita Gajendra Patil), is the landowner. The details of the Projects, including their names, registration numbers, and proposed completion dates, are as under:

Table 1 (Project details)

SR. NOS.	PROJECT NO.	PROJECT NAME	PROPOSED COMPLETION DATE (PCD)	EXTENDED COMPLETION DATE (ECD)	OCCUPANCY CERTIFICATE (OC)
1.	P52100000202	ATULYA BUILDING NO. 8	30.03.2023	-	Not obtained
2.	P52100000169	ATULYA BUILDING NO. 5	30.06.2021	31.07.2023	Not obtained

2. Both the project registrations have lapsed, and the promoter has not filed any application for extension. An email was sent by the Authority to Respondent No. 1 on 02.01.2023, seeking submission of documents and compliance. Subsequently, show-cause notices were issued via email on 24.03.2023 and 05.11.2024, directing Respondent No. 1 to provide details regarding project completion and the failure to obtain an extension. Upon failure to comply, it is observed that vide order dated 02.04.2025, the Director (Compliances), MahaRERA, have kept both the project registrations in abeyance. The order dated 02.04.2025 is reproduced as under for ease of reference:

SR. NOS.	PROJECT NO.	PROJECT NAME	ABEYANCE ORDER DATED 02.04.2025
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1	P52100000202	ATULYA BUILDING NO. 8	<p><i>"The project registration granted to the real estate project ATULYA BUILDING NO. 8 under project registration No. P52100000202 shall be kept in abeyance.</i></p> <p><i>Promoter, CALYX SPACES LLP, shall not advertise, market, book, sell or offer for sale any units in the real estate project ATULYA BUILDING NO. 8.</i></p> <p><i>The bank holding the project bank account is directed to freeze the said bank account until further notice from MahaRERA.</i></p> <p><i>The concerned Joint Registrar of Assurances having jurisdiction to register Agreement for Sale / Sale Deed is directed not to register any Agreement for Sale / Sale Deed in respect of the units in the real estate project ATULYA BUILDING NO. 8 until further notice from MahaRERA.</i></p> <p><i>Penalty of Rs.50,000/- is imposed upon Promoter CALYX SPACES LLP under Section 60 of the Act for contravention of provisions of Section 4(2)(l)(C) of the Act."</i></p>
2	P52100000169	ATULYA BUILDING NO. 5	<p><i>"The project registration granted to the real estate project ATULYA BUILDING NO. 5 under project registration No. P52100000169 shall be kept in abeyance.</i></p> <p><i>Promoter, CALYX SPACES LLP, shall not advertise, market, book, sell or offer for sale any units in the real estate project ATULYA BUILDING NO. 5.</i></p> <p><i>The bank holding the project bank account is directed to freeze the said bank account until further notice from MahaRERA.</i></p> <p><i>The concerned Joint Registrar of Assurances having jurisdiction to register Agreement for Sale / Sale Deed is directed not to register any Agreement for Sale / Sale Deed in respect of the units in the real estate project ATULYA BUILDING NO. 5 until further notice from MahaRERA.</i></p> <p><i>Penalty of Rs.50,000/- is imposed upon Promoter CALYX SPACES LLP under Section 60 of the Act for contravention of provisions of Section 4(2)(l)(C) of the Act."</i></p>

3. Since the reliefs sought in all the 67 complaints are substantially similar, except for variations in factual particulars such as flat number, agreement date, or consideration amount, the same are being summarised in consolidated form as under:

- a. In complaints at Sr. Nos. 1 to 25, 27 to 38, 40 to 67, the Complainants have broadly sought the following reliefs:
 - (i) Direction to the Promoter to complete the project and hand over possession of their respective flats as per the terms of their agreements for sale.
 - (ii) Payment of interest at 2% above the highest MCLR of SBI on amounts paid, from the agreed date of possession until actual delivery of possession, under Section 18(1) of the RERA Act.
 - (iii) Payment of monthly rent of Rs.15,000/- till possession is handed over, for delay in possession.
 - (iv) Reimbursement of legal expenses, generally quantified at Rs.50,000/-.
 - (v) Any other just and equitable relief as deemed fit.
- b. In complaint at Sr. No. 39, the complainants have broadly sought refund of the entire amount paid with interest, or compensation in the form of delayed possession charges.

4. All the complaints were heard by this Authority on 14.07.2025 wherein the following roznama was recorded:

SR. NOS.	COMPLAINT NOS.	LAST ROZNAMA REPRODUCED
1 to 37	CC00500000289987 CC00500000290129 CC00500000290132 CC00500000290133 CC00500000290135 CC00500000290138 CC00500000290142 CC00500000290144 CC00500000290145 CC00500000290172 CC00500000290177 CC00500000290183 CC00500000290202 CC00500000290209 CC00500000290218 CC00500000290273 CC00500000290292 CC00500000290295 CC00500000290305 CC00500000310324 CC00500000310352 CC00500000310356 CC00500000310368 CC00500000310417 CC00500000310431 CC00500000310563 CC00500000310437 CC00500000310438 CC00500000310445 CC00500000310472 CC00500000310596 CC00500000320600 CC00500000320602 CC00500000320604 CC00500000310546 CC00500000340721 CC12400485 (listed at Sr. Nos. 2 to 38)	<p><i>"Sr. No. 2 to 38:</i></p> <p><i>1.The respondents have not yet filed their reply due to NCLT proceeding in the matters. However, nothing is placed on record to verify if moratorium has been ordered of the NCLT. Thus, in view of no moratorium in place the complainants seek final hearing as directed in the last occassion and so the final arguments were heard.</i></p> <p><i>2.The complainants are seeking interest for delayed possession and compensation of Rs. 15,000/- per month towards rent which they have had to pay as the possession is not received.</i></p> <p><i>3.The learned advocate for complainant at Sr. No. 36 also prays for substitution of promoter so that the project can be taken forward. Respondents seek two weeks' time to file their written submissions and other documents. Though there is no moratorium order in place the respondents submits that the claims of the complainants have been noted by the NCLT.</i></p> <p><i>4.However, the learned advocate for the complainants contests this submission of the respondents and avers that all complainants are entitled to relief under the RERA Act. All parties are at liberty to file their written submissions by 30.07.2025. Matter will be reserved for orders from 01.08.2025."</i></p>
38 to 67	CC00500000290174 CC00500000269364 CC00500000290128 CC00500000290130 CC00500000290148 CC00500000290157 CC00500000290171 CC00500000290196 CC00500000290201 CC00500000290203 CC00500000290208 CC00500000290247 CC00500000290248 CC00500000290264 CC00500000290272 CC00500000310357 CC00500000310359 CC00500000310370 CC00500000310414 CC00500000310419 CC00500000310421 CC00500000310440 CC00500000310443 CC00500000310444 CC00500000310586 CC00500000320601 CC00500000340760	<p><i>"Sr. No. 61 to 90:</i></p> <p><i>1.The respondents have not yet filed their reply due to NCLT proceeding in the matters. However, nothing is placed on record to verify if moratorium has been ordered by the NCLT. Thus, in view of no moratorium in place, the complainants seek final hearing as directed in the last occasion and so the final arguments were heard.</i></p> <p><i>2.The complainants are seeking interest for delayed possession and compensation of Rs. 15,000/- per month towards rent which they have had to pay as the possession is not received.</i></p> <p><i>3.The respondents seek two weeks' time to file their written submissions and other documents. Though there is no moratorium order in place the respondents submits that the claims of the complainants have been noted by the NCLT.</i></p> <p><i>4.However, the learned advocate for the complainants contests this submission of the respondents and avers that all complainants are entitled to relief under the RERA Act. All parties are at liberty to file their written submissions by 30.07.2025. Matter will be reserved for orders from 01.08.2025."</i></p>

SR. NOS.	COMPLAINT NOS.	LAST ROZNAMA REPRODUCED
	CC005000000340771 CC005000000471360 CC12400157 (listed at Sr. Nos. 61 to 90)	

5. The brief facts in all the complaints are as follows:

SR. NOS.	COMPLAINT NO/ DATE OF FILING	BUILDING NO./ FLAT NO.	DATE OF AFS ¹	POSSESSION DATE PROMISED	PURCHASE AMOUNT (INR)	AMOUNT PAID ² (INR)
1.	CC005000000289987 30.12.2023	Building No. 8 - 714	22.02.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	16,27,945 (AFS)	14,73,644 (as per submissions)
2.	CC005000000290129 19.01.2024	Building No. 8 - 407	10.02.2021 (AFS)	30.09.2022 (as per clause 5(f) of AFS)	15,73,500 (AFS)	17,48,348 (as per submissions)
3.	CC005000000290132 19.01.2024	Building No. 8 - 216	03.04.2019 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	10,78,218 (AFS)	12,44,802 (as per submissions)
4.	CC005000000290133 19.01.2024	Building No. 8 - 512	08.10.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	12,58,400 (AFS)	14,59,318 (as per submissions)
5.	CC005000000290135 19.01.2024	Building No. 8 - 314	11.06.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	14,43,181 (AFS)	14,73,813 (as per submissions)
6.	CC005000000290138 19.01.2024	Building No. 8 - 315	25.07.2022 (AFS)	30.03.2023 (as per clause 5(f) of AFS-mentioned/updated on RERA certificate annexed)	16,65,900 (AFS)	18,41,000 (as per submissions)
7.	CC005000000290142 19.01.2024	Building No. 8 - 411	30.07.2019 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	10,66,000 (AFS)	11,55,383 (as per submissions)
8.	CC005000000290144 19.01.2024	Building No. 8 - 108	28.02.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	12,14,210 (AFS)	21,56,989 (as per submissions)
9.	CC005000000290145 20.01.2024	Building No. 8 - 101	03.04.2019 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	9,79,500 (AFS)	10,86,872 (as per submissions, receipts, loan & bank statements)
10.	CC005000000290172 20.01.2024	Building No. 8 - 406	11.09.2020 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	15,96,800 (AFS)	17,89,900 (as per submissions)
11.	CC005000000290177 21.01.2024	Building No. 8 - 502	28.02.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	12,00,935 (AFS)	15,08,200 (as per submissions, receipts, loan & bank statements)
12.	CC005000000290183 21.01.2024	Building No. 8 - 603	30.12.2022 (AFS)	30.03.2023 (as per clause 5(f) of AFS-mentioned/updated on RERA certificate annexed)	12,73,520 (AFS)	10,57,705 (as per submissions)
13.	CC005000000290202 22.01.2024	Building No. 8 - 311	08.10.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	10,69,022 (AFS)	12,43,321 (as per submissions)
14.	CC005000000290209 23.01.2024	Building No. 8 - 303	25.06.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	11,45,000 (AFS)	13,36,051 (as per submissions)
15.	CC005000000290218 29.01.2024	Building No. 8 - 210	26.10.2021 (AFS)	30.03.2023	12,02,000 (AFS)	13,92,047

¹ AFS- Agreement for Sale

² The amounts paid are taken on record as per the complaint copy and supporting documents. These include statutory and incidental charges such as stamp duty, registration charges, GST, TDS, and loan disbursed amounts.

SR. NOS.	COMPLAINT NO/ DATE OF FILING	BUILDING NO./ FLAT NO.	DATE OF AFS ¹	POSSESSION DATE PROMISED	PURCHASE AMOUNT (INR)	AMOUNT PAID ² (INR)
				(as per clause 5(f) of AFS-mentioned/updated on RERA certificate annexed)		(as per submissions)
16.	CC005000000290273 31.01.2024	Building No. 8 - 409	25.11.2020 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	11,47,900 (AFS)	12,93,855 (as per submissions)
17.	CC005000000290292 03.02.2024	Building No. 8 - 112	13.05.2019 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	10,66,000 (AFS)	12,63,940 (as per submissions)
18.	CC005000000290295 03.02.2024	Building No. 8 - 201	28.02.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	12,03,590 (AFS)	12,11,377 (as per submissions)
19.	CC005000000290305 04.02.2024	Building No. 8 - 313	23.04.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	11,84,210 (AFS)	11,80,000 (as per submissions)
20.	CC005000000310324 07.02.2024	Building No. 8 - 708	13.03.2019 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	10,66,000 (AFS)	13,05,371 (as per submissions)
21.	CC005000000310352 09.02.2024	Building No. 8 - 205	08.06.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	12,14,210 (AFS)	13,38,346 (as per submissions)
22.	CC005000000310356 09.02.2024	Building No. 8 - 405	12.01.2022 (AFS)	30.03.2023 (as per clause 5(f) of AFS-mentioned/updated on RERA certificate annexed)	12,03,600 (AFS)	13,26,915 (as per submissions)
23.	CC005000000310368 10.02.2024	Building No. 8 - 202	13.04.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	12,00,935 (AFS)	14,07,200 (as per submissions, receipts, loan & bank statements)
24.	CC005000000310417 16.02.2024	Building No. 8 - 312	18.04.2022 (AFS)	30.03.2023 (as per clause 5(f) of AFS-mentioned/updated on RERA certificate annexed)	12,02,900 (AFS)	12,81,000 (as per submissions, receipts, loan & bank statements)
25.	CC005000000310431 18.02.2024	Building No. 8 - 415	04.06.2019 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	14,66,000 (AFS)	16,33,400 (as per submissions)
26.	CC005000000310563 05.03.2024	Building No. 8 - 203	(AFS date not legible)	Complete AFS copy not attached	Complete AFS copy not attached	8,19,647 (as per loan & bank statements)
27.	CC005000000310437 04.04.2024	Building No. 8 - 711	11.06.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	12,03,590 (AFS)	13,09,531 (as per submissions)
28.	CC005000000310438 06.04.2024	Building No. 8 - 710	11.06.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	12,03,590 (AFS)	13,19,601 (as per submissions)
29.	CC005000000310445 06.04.2024	Building No. 8 - 704	18.01.2019 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	10,70,000 (AFS)	11,34,690 (as per submissions)
30.	CC005000000310472 06.04.2024	Building No. 8 - 510 (complaint copy)	20.10.2020 (complaint copy)	31.03.2022 (complaint copy) AFS copy of another allottee is uploaded in the complaint	11,94,200 (complaint copy)	12,91,100 (as per complaint copy)
31.	CC005000000310596 06.04.2024	Building No. 8 - 615	13.05.2019 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	14,66,000 (AFS)	17,05,241 (as per submissions)
32.	CC005000000320600 06.04.2024	Building No. 8 - 701	30.07.2019 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	10,66,000 (AFS)	12,05,521 (as per submissions)
33.	CC005000000320602 07.04.2024	Building No. 8 - 111	13.08.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	12,03,590 (AFS)	13,00,400 (as per submissions)

SR. NOS.	COMPLAINT NO/ DATE OF FILING	BUILDING NO/ FLAT NO.	DATE OF AFS ¹	POSSESSION DATE PROMISED	PURCHASE AMOUNT (INR)	AMOUNT PAID ² (INR)
34.	CC00500000320604 07.04.2024	Building No. 8 - 606	29.07.2020 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	14,66,000 (AFS)	14,14,052 (as per submissions)
35.	CC00500000310546 01.05.2024	Building No. 8 - 107	11.06.2018 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	14,40,882 (AFS)	14,40,882 (as per submissions)
36.	CC00500000340721 05.06.2024	Building No. 8 - 402	18.01.2019 (AFS)	31.03.2022 (as per clause 5(f) of AFS)	11,49,200 (AFS)	14,21,500 (as per submissions)
37.	CC12400485 20.10.2024	Building No. 8 - 403 (Index 2)	01.02.2018 (Index 2)	31.03.2022 (as per complaint copy)	12,00,935 (Index 2)	12,00,935 (as per submissions)
38.	CC00500000290174 20.01.2024	Building No. 5 - 304	04.06.2019 (Index 2)	31.12.2020 (as per clause 5(f) of AFS)	14,66,000 (AFS)	14,74,049 (as per submissions)
39.	CC00500000269364 29.08.2023	Building No. 5 - 104	22.01.2018 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	16,25,290 (AFS)	14,51,789 (as per submissions)
40.	CC00500000290128 19.01.2024	Building No. 5 - 605	04.06.2019 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	14,66,000 (AFS)	15,51,728 (as per submissions)
41.	CC00500000290130 19.01.2024	Building No. 5 - 602	08.10.2018 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	12,58,400 (AFS)	10,87,265 (as per submissions, receipts & loan statements)
42.	CC00500000290148 20.01.2024	Building No. 5 - 201	22.02.2018 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	12,03,590 (AFS)	11,30,379 (as per submissions)
43.	CC00500000290157 20.01.2024	Building No. 5 - 406	13.03.2019 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	10,75,100 (AFS)	11,69,110 (as per submissions)
44.	CC00500000290171 20.01.2024	Building No. 5 - 705	24.05.2018 (Index 2)	31.12.2020 (as per clause 5(f) of AFS)	16,27,945 (AFS)	13,03,366 (as per submissions)
45.	CC00500000290196 22.01.2024	Building No. 5 - 707	04.06.2019 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	10,31,600 (AFS)	9,49,340 (as per submissions)
46.	CC00500000290201 22.01.2024	Building No. 5 - 206	22.11.2019 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	10,66,000 (AFS)	11,50,124 (as per submissions & bank statements)
47.	CC00500000290203 23.01.2024	Building No. 5 - 507 (complaint copy)	23.08.2018 (complaint copy)	31.12.2020 (complaint copy) AFS copy of another allottee is uploaded in the complaint	10,71,321 (complaint copy)	11,97,127 (complaint copy)
48.	CC00500000290208 23.01.2024	Building No. 5/5-211	20.09.2022 (AFS)	31.07.2023 (as per clause 5(f) of AFS-mentioned/updated on RERA certificate annexed)	17,36,660 (AFS)	15,46,806 (as per submissions, receipts, loan & bank statements)
49.	CC00500000290247 30.01.2024	Building No. 5 - 305	10.02.2021 (AFS)	Complete AFS/relevant page copy not attached	15,73,500 (Index 2)	13,81,600 (as per submissions)
50.	CC00500000290248 30.01.2024	Building No. 5 - 404	22.11.2019 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	15,61,000 (AFS)	17,36,180 (as per submissions, receipts, loan & bank statements)
51.	CC00500000290264 30.01.2024	Building No. 5/5-505	02.03.2021 (AFS)	30.06.2021 (as per clause 5(f) of AFS)	15,73,500 (AFS)	17,65,887 (as per submissions, loan & bank statements)
52.	CC00500000290272 31.01.2024	Building No. 5 - 308	24.09.2020 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	11,94,200 (AFS)	8,86,393 (as per submissions) 11,82,939

SR. NOS.	COMPLAINT NO/ DATE OF FILING	BUILDING NO./ FLAT NO.	DATE OF AFS ¹	POSSESSION DATE PROMISED	PURCHASE AMOUNT (INR)	AMOUNT PAID ² (INR)
						(as per loan & bank statements)
53.	CC005000000310357 09.02.2024	Building No. 5 - 110	11.06.2018 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	14,40,880 (AFS)	12,25,308 (as per submissions)
54.	CC005000000310359 09.02.2024	Building No. 5 - 509	18.12.2018 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	10,78,218 (AFS)	10,11,957 (as per submissions)
55.	CC005000000310370 11.02.2024	Building No. 5 - 510	28.02.2018 (Index 2)	31.12.2020 (as per clause 5(f) of AFS)	16,27,945 (AFS)	11,42,566 (as per submissions)
56.	CC005000000310414 15.02.2024	Building No. 5/5-702	17.12.2021 (AFS)	30.06.2021 (as per clause 5(f) of AFS-mentioned/updated on RERA certificate annexed)	12,16,900 (AFS)	12,29,410 (as per submissions, receipts & loan statements)
57.	CC005000000310419 16.02.2024	Building No. 5 - 411	31.08.2018 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	14,43,181 (AFS)	15,87,847 (as per submissions)
58.	CC005000000310421 17.02.2024	Building No. 5 - 210	22.11.2019 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	15,21,500 (AFS)	15,08,828 (as per submissions) 17,26,000 (as per receipts & loan statements)
59.	CC005000000310440 06.04.2024	Building No. 5 - 612	21.02.2019 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	12,14,200 (AFS)	11,45,447 (as per submissions)
60.	CC005000000310443 06.04.2024	Building No. 5 - 205	21.09.2019 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	15,61,500 (AFS)	13,68,000 (as per submissions)
61.	CC005000000310444 06.04.2024	Building No. 5 - 608	14.06.2021 (AFS)	30.06.2021 (as per clause 5(f) of AFS)	12,02,800 (AFS)	12,61,882 (as per submissions)
62.	CC005000000310586 06.04.2024	Building No. 5 - 603 (Index 2)	23.07.2021 (Index 2)	30.06.2021 (as per complaint copy) Complete AFS/relevant page copy not attached	12,02,800 (Index 2)	12,11,978 (as per submissions)
63.	CC005000000320601 07.04.2024	Building No. 5 - 501	25.02.2020 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	10,75,200 (AFS)	9,97,922 (as per submissions)
64.	CC005000000340760 10.04.2024	Building No. 5 - 610	13.04.2018 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	15,73,710 (AFS)	11,82,484 (as per submissions)
65.	CC005000000340771 11.04.2024	Building No. 5 - 204	23.03.2018 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	16,25,290 (AFS)	11,65,950 (as per submissions)
66.	CC005000000471360 22.07.2024	Building No. 5 - 410 (Index 2)	23.01.2018 (Index 2)	Complete AFS/relevant page copy not attached	16,27,945 (Index 2)	Only current EMI page is uploaded no complaint or VVS is filed for details of amount paid
67.	CC12400157 19.09.2024	Building No. 5 - 704	01.02.2018 (AFS)	31.12.2020 (as per clause 5(f) of AFS)	16,25,290 (AFS)	14,60,056 (as per submissions)

6. It is observed that the amounts mentioned under the column 'Amount Paid' in the above table have been considered based on the complaint copy, submissions, receipts, loan documents, and statement of account submitted by the complainants. These documents reflect the amounts as claimed by the complainants. The respondent has neither disputed nor furnished any contrary evidence to challenge

the correctness of these amounts. Accordingly, the Authority finds no reason to doubt the authenticity of the amounts claimed, and the amounts paid, as recorded, are accepted as reasonable and are taken into consideration for the purpose of adjudicating the reliefs sought in the complaints.

7. After considering all documents placed on record, and to avoid repetition and in the interest of brevity, the Authority has not reproduced the submissions of each complainant individually. Instead, the common and relevant submissions, along with the rejoinder to the respondent's reply, have been briefly summarised hereinbelow. The relevant common submissions of the complainants, in brief, are as follows:
 - a. The complainants have invoked Section 18 of the RERA Act seeking possession or refund of their respective flats, along with interest and compensation. They contend that the respondents misled purchasers through advertisements with the tagline "*Book the flat now and pay the EMI on possession*", while suppressing material facts and making misstatements. Despite repeated follow-ups, the respondents have failed to discharge their contractual and statutory obligations under Section 11(4)(a).
 - b. It is further submitted that Respondent No. 1 has been declared a Non-Performing Asset by the State Bank of India, which has initiated action under the SARFAESI Act, 2002 and taken symbolic possession of the project. The respondents' plea of bank fraud and freezing of accounts is stated to be irrelevant, as such disputes cannot defeat the complainants' vested right to timely possession under their Agreements for Sale.
 - c. On the issue of jurisdiction, the complainants emphasize that pendency of a Section 7 IBC petition does not oust this Authority's powers, since no admission order has been passed and no moratorium under Section 14 IBC is in force. Reliance is placed on Supreme Court judgments affirming that remedies under RERA remain available until commencement of CIRP.
 - d. Accordingly, the complainants pray that their reliefs under Section 18 be allowed, including possession/refund, interest, and compensation.

8. The relevant common submissions of the respondent No. 1 and 2, in brief, are as follows:
- a. The respondents contend that the complaint is not maintainable in law or on facts and is liable to be dismissed. They point out that Company Petition No. C.P. (IB) 565/MB/2025 under Section 7 of the Insolvency and Bankruptcy Code, 2016, filed by IIFL Home Finance Limited, is pending before the Hon'ble NCLT, Mumbai Bench. It is submitted that parallel proceedings cannot be entertained and, by virtue of Section 238 of the IBC, the Code overrides RERA. Reliance is placed on judgments of the Hon'ble Supreme Court and Hon'ble Delhi High Court to argue that even pendency of a Section 7 petition eclipses RERA jurisdiction.
 - b. The respondents further submit that their failure to deliver possession is attributable to circumstances beyond their control. In 2022, a fraud by an SBI employee led to freezing of their accounts, paralyzing financial operations. An FIR was registered in 2024. Coupled with payment defaults by several allottees since 2020, these events caused acute financial distress, which the respondents claim amounts to force majeure.
 - c. It is also alleged that the complainants are engaging in multiplicity of proceedings, including the present RERA complaint, an FIR at Wadgaon Maval Police Station, and the IBC petition, creating a risk of conflicting orders and prejudice. Accordingly, the respondents pray that the complaint be dismissed for want of jurisdiction, or alternatively, stayed pending adjudication of the IBC matter, and that all claims for interest or compensation be rejected.
9. From the facts and submissions, the following observations are noteworthy:
- a. The complaint at Sr. No. 50 is filed by Mrs. Alka Sanjay Hallale and Mr. Akshay Sanjay Hallale, surviving co-owners of the subject flat, upon the death of Mr. Sanjay Narayan Hallale, as supported by death certificate. The Authority proceeds with the complaint at their behest, leaving the issue of legal representation to be determined before the appropriate forum, if required.
 - b. It is observed that the complainant at Sr. No. 39 has sought the relief of refund of the amount paid along with interest and compensation under the Act,

whereas all the other complainants (*except complaint at Sr. No. 26*) have sought reliefs of possession of their respective flats together with interest and compensation for delay.

- c. It is observed that the complainant at Sr. No. 37, vide roznama dated 21.04.2025, had sought leave to amend the complaint, which was duly granted by this Authority. However, despite the said liberty, the complainant has neither uploaded any amended application nor placed on record a revised copy of the complaint incorporating the amendments. Accordingly, this Authority proceeds to consider the complaint on the basis of the original complaint as filed and available on record.
- d. The promised date of possession under clause 5(f) of the agreements generally stipulates completion and delivery upon issuance of the occupancy certificate. However, in complaints at Sr. Nos. 6, 12, 15, 22, 24, 48 & 56, clause 5(f) links the possession date to that mentioned in the MahaRERA certificate annexed to the agreement, and the same is accordingly treated as the promised possession date for these complaints.
- e. At Sr. No. 26, the complainant has filed an incomplete and partly illegible Agreement for Sale, along with only selective pages and bank/loan statements. The reliefs sought are not specified, nor is the complaint filed in the prescribed format. In the absence of a complete agreement and requisite supporting documents, the complaint lacks necessary particulars and fails to disclose a proper cause for adjudication.
- f. In respect of the complaint at Sr. No. 37, 62 and 66, the complainant has uploaded only the Index II of the agreement for sale. However, the complainant has failed to substantiate this contention by not producing the complete executed agreement for sale for the Authority's perusal.
- g. In respect of the complaint at Sr. Nos. 30 and 47, the complainants have uploaded the agreement for sale of another allottee. The complainants have not filed their own duly executed agreement, thereby restraining the Authority from adjudicating the matter in the absence of relevant documentary evidence specific to the complainants.

- h. In respect of the complaint at Sr. No. 49, the complainant has annexed only selective pages of the agreement for sale. The complete agreement is not placed on record, and consequently, the promised date of possession cannot be ascertained by the Authority.
- i. It is reiterated that in proceedings before the Authority, where relief is sought under Section 18 of the Act or otherwise, it is essential for the complainant to establish the contractual relationship with the promoter through cogent documentary evidence, including a valid and executed agreement for sale. In the absence of a duly signed and registered agreement, or any other admissible and executed document evidencing the terms of allotment or possession, the Authority is restrained from adjudicating the matter on merits. The deficiency of documentary evidence strikes at the root of the matter and renders the claims legally unsustainable at this stage.
- j. Accordingly, the **complaints at Sr. Nos. 26, 30, 37, 47, 49, 62 and 66** cannot be considered for grant of any relief in their present form and are held to be not maintainable and are hereby **dismissed on the ground of lack of evidence**, without entering into the merits of each case. **Such dismissal, however, shall be without prejudice to the rights of the complainants emanating from valid and subsisting agreements for sale. The complainants are at liberty to file fresh complaints upon placing on record all requisite and duly executed documents to substantiate their claims.**
- k. The Authority further observes that the respondents have raised a preliminary objection regarding maintainability of the present complaints on the ground that proceedings in respect of the respondents are pending before the Hon'ble National Company Law Tribunal (NCLT). It is noted from the record that though the respondent did not initially file its reply citing pendency of the NCLT matter, the reply has subsequently been filed after reserving the matters for order. The Roznama dated 14.07.2025 further records that no moratorium under Section 14 of the Insolvency and Bankruptcy Code, 2016 has been imposed by the Hon'ble NCLT, and accordingly, this Authority proceeded to hear the complaints on merit.

- l. Upon perusal of the reply and the order-sheets of the Hon'ble NCLT, it is observed that Company Petition bearing No. C.P. (IB)/565(MB)2025 was filed on 28.12.2024 and registered on 27.05.2025. The matter has been listed on multiple occasions (30.05.2025, 06.06.2025, 17.06.2025, 25.06.2025 and 09.07.2025), but substantive progress has not taken place and only adjournments have been recorded. The order dated 09.07.2025 of the Hon'ble NCLT reflects that no preliminary submissions have yet been advanced by the applicant therein and that the matter now stands adjourned to 15.09.2025 for further hearing.
- m. In view of the above, it is evident that no moratorium has been declared under the IBC as on date. Mere pendency of proceedings before the Hon'ble NCLT, without the operation of a moratorium, does not by itself bar this Authority from proceeding with adjudication under the provisions of the Act. Accordingly, this Authority holds that the present complaints are capable of being proceeded with on merits, notwithstanding the pendency of proceedings before the Hon'ble NCLT.
- n. The complainant at Sr. No. 35, in written submissions, has sought directions under Section 8 of the Act, inter alia praying that a detailed plan be drawn to complete the said projects in consultation with the Government, along with compensation, costs, and other consequential reliefs. The reliefs sought by the complainant in written submissions are as follows:
- "1 Detail plan be drawn by the Hon'ble RERA Tribunal to complete the ATULYA Building No. 8 project with consultation of the Government for carrying out the remaining construction work by competent authority as per Section 8 of Real Estate (Regulation and Development) Act, 2016.*
- 2 The directions be given to Respondent No.s 1 and 2 to pay appropriate compensation with interest to Complainants at the rate of 2% above highest marginal cost of lending of the State Bank of India per annum from promised date of possession in Agreement to Sell i.e., 31st March 2022 till actual date of possession.*
- 3 Cost of the present Complaint and other expenses to be recovered from Respondent No. 1 and 2 and the same is to be awarded to the Complainants.*
- 4 Any other reliefs deem fit and proper in the circumstance of the case may kindly be granted."*
- o. Section 8 is attracted only upon lapse of registration or upon revocation of registration under Section 7. Upon such lapse/revocation, the Authority, in consultation with the appropriate Government, may take such action as it

deems fit, including carrying out the remaining work through a competent authority or the association of allottees. The measures contemplated under Section 8 are administrative/executive in nature and typically follow due process under Section 7 (show-cause, consideration of violations, etc.). They are not ordinarily granted as adjudicatory relief in a summary complaint under Section 31.

- p. It is noted that the registration of the subject project has already lapsed. Consequently, the framework of Section 8 stands attracted. However, the formulation of a comprehensive plan for completion of the project, including consultation with the Government and engagement of a competent authority or association of allottees, requires a separate proceeding under Sections 7-8 and cannot be undertaken within the limited scope of the present complaint.
- q. In view of the above, the prayer under Section 8 cannot be granted in this complaint. The other monetary reliefs sought (interest/compensation/costs) shall be considered for adjudication on their own merits in the present proceedings.

10. From the facts and the submissions, the issues that need to be considered is *Whether all the complainants (except complaints at Sr. Nos. 26, 30, 37, 47, 49, 62 and 66) are entitled to seek reliefs under the Act?*

11. In order to examine the issue framed at para No. 10, pertaining to the reliefs claimed under Section 18 of the Act – namely, refund along with interest by the complainants at Sr. Nos. 39 and possession along with interest/compensation by the complainants at Sr. Nos. 1 to 25, 27 to 29, 31 to 36, 38, 40 to 46, 48, 50 to 61, 63 to 65 & 67 – the Authority shall consider the provisions of Section 18 of the Act.

12. Section 18(1) is clear that If the allottee wishes to withdraw from the project, the promoter is liable, on demand, to return the entire amount received in respect of the unit, along with interest at the prescribed rate. Alternatively, if the allottee does not intend to withdraw from the project, the promoter is obligated to pay interest for

every month of delay, until the actual handing over of possession, at the prescribed rate.

13. Thus, as per section 18 the essentials to seek relief under Section 18 are:
- (i) Failure of promoter to give possession in accordance with the terms of the contract between the parties (such as Booking Form, Allotment Letter, Agreement for Sale, etc.) and within the date specified in the contract between the Parties.
 - (ii) Inability of the promoter to complete the project.
14. The Authority consistently holds that the remedy under Section 18 becomes available to the allottee only after the promised date of possession or completion has expired. This establishes a clear and objective trigger for promoter liability. Section 18 is an "*absolute provision*", meaning it does not provide for any waiver, disclaimer, or exception. This interpretation signifies a strict liability regime for promoters regarding project timelines, placing the onus squarely on them to deliver as promised. This strong stance is designed to protect allottees from the financial and emotional distress caused by delayed projects, irrespective of the reasons cited by the promoter.
15. In the present case, the project is incomplete, and the OC has not been obtained by the promoter. This factual matrix unequivocally demonstrates promoter default and a clear breach of their obligations. For the purpose of determining the commencement of delay and calculating interest, the Authority will rely on specific possession date mentioned in the registered Agreements for Sale (AFS) for individual complainants, that date shall be considered the promised delivery date.
16. That the promoter is liable to refund the amount along with interest in case of failure to hand over possession by the date of payment till the realisation of amounts. However, for the purpose of calculating interest on the refund amount, the relevant trigger point is not the date of payment made by the allottee, but the date when the promoter became liable to refund – which arises only upon the failure to deliver

possession by the committed date of completion or proposed date of completion as the case may be.

17. Therefore, after considering the aforementioned observations, provisions of the Act, facts of the case, submissions of the parties and the material placed on record, the Authority hereby concludes that the promoters have failed to handover possession along with OC by the agreed dated of possession as per the terms and conditions of the AFS thereby causing considerable delay in completion of the project and as such the complainants at Sr. Nos. 39 are entitled for refund along with interest and the complainants at Sr. Nos. 1 to 25, 27 to 29, 31 to 36, 38, 40 to 46, 48, 50 to 61, 63 to 65 & 67 are entitled for possession along with interest, from the date as more specifically mentioned hereinbelow in para No. 18. Thus, the **issue at para-No. 10 is answered in affirmative for all complaints (except complaints at Sr. Nos. 26, 30, 37, 47, 49, 62 and 66).**

18. The following table outlines the computation of interest on the amount paid in respect of the relief granted under the Act.

SR. NOS.	COMPLAINT NO	BUILDING NO./ FLAT NO.	DATE OF AFS	SPECIFIC DATE OF POSSESSION AS PER AFS	AMOUNT PAID (INR)	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
1.	CC005000000289987	Building No. 8 - 714	22.02.2018	31.03.2022	14,73,644	01.04.2022	Handover of possession with OC
2.	CC005000000290129	Building No. 8 - 407	10.02.2021	30.09.2022	15,73,500	01.10.2022	Handover of possession with OC
3.	CC005000000290132	Building No. 8 - 216	03.04.2019	31.03.2022	10,78,218	01.04.2022	Handover of possession with OC
4.	CC005000000290133	Building No. 8 - 512	08.10.2018	31.03.2022	12,58,400	01.04.2022	Handover of possession with OC
5.	CC005000000290135	Building No. 8 - 314	11.06.2018	31.03.2022	14,43,181	01.04.2022	Handover of possession with OC
6.	CC005000000290138	Building No. 8 - 315	25.07.2022	30.03.2023	16,65,900	31.03.2023	Handover of possession with OC
7.	CC005000000290142	Building No. 8 - 411	30.07.2019	31.03.2022	10,66,000	01.04.2022	Handover of possession with OC
8.	CC005000000290144	Building No. 8 - 108	28.02.2018	31.03.2022	12,14,210	01.04.2022	Handover of possession with OC
9.	CC005000000290145	Building No. 8 - 101	03.04.2019	31.03.2022	9,79,500	01.04.2022	Handover of possession with OC
10.	CC005000000290172	Building No. 8 - 406	11.09.2020	31.03.2022	15,96,800	01.04.2022	Handover of possession with OC
11.	CC005000000290177	Building No. 8 - 502	28.02.2018	31.03.2022	12,00,935	01.04.2022	Handover of possession with OC
12.	CC005000000290183	Building No. 8 - 603	30.12.2022	30.03.2023	10,57,705	31.03.2023	Handover of possession with OC
13.	CC005000000290202	Building No. 8 - 311	08.10.2018	31.03.2022	10,69,022	01.04.2022	Handover of possession with OC
14.	CC005000000290209	Building No. 8 - 303	25.06.2018	31.03.2022	11,45,000	01.04.2022	Handover of possession with OC

SR. NOS.	COMPLAINT NO	BUILDING NO./ FLAT NO.	DATE OF AFS	SPECIFIC DATE OF POSSESSION AS PER AFS	AMOUNT PAID (INR)	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
15.	CC005000000290218	Building No. 8 - 210	26.10.2021	30.03.2023	12,02,000	31.03.2023	Handover of possession with OC
16.	CC005000000290273	Building No. 8 - 409	25.11.2020	31.03.2022	11,47,900	01.04.2022	Handover of possession with OC
17.	CC005000000290292	Building No. 8 - 112	13.05.2019	31.03.2022	10,66,000	01.04.2022	Handover of possession with OC
18.	CC005000000290295	Building No. 8 - 201	28.02.2018	31.03.2022	12,03,590	01.04.2022	Handover of possession with OC
19.	CC005000000290305	Building No. 8 - 313	23.04.2018	31.03.2022	11,80,000	01.04.2022	Handover of possession with OC
20.	CC005000000310324	Building No. 8 - 708	13.03.2019	31.03.2022	10,66,000	01.04.2022	Handover of possession with OC
21.	CC005000000310352	Building No. 8 - 205	08.06.2018	31.03.2022	12,14,210	01.04.2022	Handover of possession with OC
22.	CC005000000310356	Building No. 8 - 405	12.01.2022	30.03.2023	12,03,600	31.03.2023	Handover of possession with OC
23.	CC005000000310368	Building No. 8 - 202	13.04.2018	31.03.2022	12,00,935	01.04.2022	Handover of possession with OC
24.	CC005000000310417	Building No. 8 - 312	18.04.2022	30.03.2023	12,02,900	31.03.2023	Handover of possession with OC
25.	CC005000000310431	Building No. 8 - 415	04.06.2019	31.03.2022	14,66,000	01.04.2022	Handover of possession with OC
26.	CC005000000310563	<i>Complaint dismissed on the ground of lack of evidence as mentioned hereinabove at para no. 9</i>					
27.	CC005000000310437	Building No. 8 - 711	11.06.2018	31.03.2022	12,03,590	01.04.2022	Handover of possession with OC
28.	CC005000000310438	Building No. 8 - 710	11.06.2018	31.03.2022	12,03,590	01.04.2022	Handover of possession with OC
29.	CC005000000310445	Building No. 8 - 704	18.01.2019	31.03.2022	10,70,000	01.04.2022	Handover of possession with OC
30.	CC005000000310472	<i>Complaint dismissed on the ground of lack of evidence as mentioned hereinabove at para no. 9</i>					
31.	CC005000000310596	Building No. 8 - 615	13.05.2019	31.03.2022	14,66,000	01.04.2022	Handover of possession with OC
32.	CC005000000320600	Building No. 8 - 701	30.07.2019	31.03.2022	10,66,000	01.04.2022	Handover of possession with OC
33.	CC005000000320602	Building No. 8 - 111	13.08.2018	31.03.2022	12,03,590	01.04.2022	Handover of possession with OC
34.	CC005000000320604	Building No. 8 - 606	29.07.2020	31.03.2022	14,14,052	01.04.2022	Handover of possession with OC
35.	CC005000000310546	Building No. 8 - 107	11.06.2018	31.03.2022	14,40,882	01.04.2022	Handover of possession with OC
36.	CC005000000340721	Building No. 8 - 402	18.01.2019	31.03.2022	11,49,200	01.04.2022	Handover of possession with OC
37.	CC12400485	<i>Complaint dismissed on the ground of lack of evidence as mentioned hereinabove at para no. 9</i>					
38.	CC005000000290174	Building No. 5 - 304	04.06.2019	31.12.2020	14,66,000	01.01.2021	Handover of possession with OC
39.	CC005000000269364	Building No. 5 - 104	22.01.2018	31.12.2020	14,51,789	01.01.2021	Till realization of amounts along with accrued interest.
40.	CC005000000290128	Building No. 5 - 605	04.06.2019	31.12.2020	14,66,000	01.01.2021	Handover of possession with OC
41.	CC005000000290130	Building No. 5 - 602	08.10.2018	31.12.2020	10,87,265	01.01.2021	Handover of possession with OC
42.	CC005000000290148	Building No. 5 - 201	22.02.2018	31.12.2020	11,30,379	01.01.2021	Handover of possession with OC
43.	CC005000000290157	Building No. 5 - 406	13.03.2019	31.12.2020	10,75,100	01.01.2021	Handover of possession with OC
44.	CC005000000290171	Building No. 5 - 705	24.05.2018	31.12.2020	13,03,366	01.01.2021	Handover of possession with OC
45.	CC005000000290196	Building No. 5 - 707	04.06.2019	31.12.2020	9,49,340	01.01.2021	Handover of possession with OC
46.	CC005000000290201	Building No. 5 - 206	22.11.2019	31.12.2020	10,66,000	01.01.2021	Handover of possession with OC
47.	CC005000000290203	<i>Complaint dismissed on the ground of lack of evidence as mentioned hereinabove at para no. 9</i>					
48.	CC005000000290208	Building No. 5/5-211	20.09.2022	31.07.2023	15,46,806	01.08.2023	Handover of possession with OC
49.	CC005000000290247	<i>Complaint dismissed on the ground of lack of evidence as mentioned hereinabove at para no. 9</i>					

SR. NOS.	COMPLAINT NO	BUILDING NO./ FLAT NO.	DATE OF AFS	SPECIFIC DATE OF POSSESSION AS PER AFS	AMOUNT PAID (INR)	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
50.	CC005000000290248	Building No. 5 - 404	22.11.2019	31.12.2020	15,61,000	01.01.2021	Handover of possession with OC
51.	CC005000000290264	Building No. 5/5-505	02.03.2021	30.06.2021	15,73,500	01.07.2021	Handover of possession with OC
52.	CC005000000290272	Building No. 5 - 308	24.09.2020	31.12.2020	11,82,939	01.01.2021	Handover of possession with OC
53.	CC005000000310357	Building No. 5 - 110	11.06.2018	31.12.2020	12,25,308	01.01.2021	Handover of possession with OC
54.	CC005000000310359	Building No. 5 - 509	18.12.2018	31.12.2020	10,11,957	01.01.2021	Handover of possession with OC
55.	CC005000000310370	Building No. 5 - 510	28.02.2018	31.12.2020	11,42,566	01.01.2021	Handover of possession with OC
56.	CC005000000310414	Building No. 5/5-702	17.12.2021	30.06.2021	12,16,900	01.07.2021	Handover of possession with OC
57.	CC005000000310419	Building No. 5 - 411	31.08.2018	31.12.2020	14,43,181	01.01.2021	Handover of possession with OC
58.	CC005000000310421	Building No. 5 - 210	22.11.2019	31.12.2020	15,08,828	01.01.2021	Handover of possession with OC
59.	CC005000000310440	Building No. 5 - 612	21.02.2019	31.12.2020	11,45,447	01.01.2021	Handover of possession with OC
60.	CC005000000310443	Building No. 5 - 205	21.09.2019	31.12.2020	13,68,000	01.01.2021	Handover of possession with OC
61.	CC005000000310444	Building No. 5 - 608	14.06.2021	30.06.2021	12,02,800	01.07.2021	Handover of possession with OC
62.	CC005000000310586	<i>Complaint dismissed on the ground of lack of evidence as mentioned hereinabove at para no. 9</i>					
63.	CC005000000320601	Building No. 5 - 501	25.02.2020	31.12.2020	9,97,922	01.01.2021	Handover of possession with OC
64.	CC005000000340760	Building No. 5 - 610	13.04.2018	31.12.2020	11,82,484	01.01.2021	Handover of possession with OC
65.	CC005000000340771	Building No. 5 - 204	23.03.2018	31.12.2020	11,65,950	01.01.2021	Handover of possession with OC
66.	CC005000000471360	<i>Complaint dismissed on the ground of lack of evidence as mentioned hereinabove at para no. 9</i>					
67.	CC12400157	Building No. 5 - 704	01.02.2018	31.12.2020	14,60,056	01.01.2021	Handover of possession with OC

19. It is observed that the amounts mentioned under the column 'Amount Paid' in the above table at para no. 18 have been considered on the basis of the complaint copy, submissions, receipts, loan documents, and statement of account submitted by the complainants. These documents reflect the amounts as admitted by the complainants. While some complainants have substantiated their claims by producing corroborative evidence such as receipts loan statement and bank statements of accounts, others have not submitted such supporting documents. However, it is pertinent to note that the respondents have not disputed the facts and claims made in the complaints. The respondent has neither furnished any contrary evidence to challenge the correctness of these amounts. Accordingly, the Authority finds no reason to doubt the authenticity of the amounts claimed, and the amounts paid, as recorded, are accepted as reasonable and are taken into consideration for the purpose of adjudicating the reliefs sought in the complaints.

20. Further, it is observed that in several cases, the amount reflected under the column 'Amount Paid' exceeds the consideration amount stipulated in the respective registered Agreements for Sale. In this regard, it is pertinent to note that the contractual liability of the allottee towards the promoter arises strictly from the terms of the Agreement for Sale executed between the parties. The purchase price agreed therein is the maximum consideration payable for the apartment. Any excess amount claimed to have been paid, even if supported by receipts, loan disbursement statements or bank records, may include other charges, deposits, statutory levies, stamp duty, registration fees, or ancillary costs which are not part of the consideration amount under the Agreement for Sale. Since such amounts do not alter or enhance the agreed purchase price, the Authority cannot treat payments in excess of the Agreement value as forming part of the principal consideration for the purpose of adjudicating the reliefs under the Act.
21. However, it is clarified that if any complainant alleges that such excess amounts were unlawfully collected by the promoter, they may pursue the same through appropriate proceedings as permissible under law. For the present adjudication, the Authority shall restrict the 'Amount Paid' to the extent of the consideration recorded in the respective registered Agreement for Sale. Accordingly, for the purpose of computing the interest payable under the Act, the calculation shall be based on the "AMOUNT PAID (INR)" as reflected in the table at para no. 18.
22. With respect to the payment of interest, it is observed that the promoter is not entitled to claim the benefit of the "*moratorium period*" granted under MahaRERA Notifications/Orders Nos. 13, 14, and 21, dated 02.04.2020, 18.05.2020 and 06.08.2021 respectively, in respect of the complaints at Sr. Nos. 2, 6, 10, 12, 15, 16, 22, 24, 34, 48, 51, 52, 56 and 61 as the registered Agreements for Sale therein were executed in the years 2020, 2021, and 2022, i.e., subsequent to the outbreak of the COVID-19 pandemic. At the time of execution of the said agreements, the promoter was fully aware of the prevailing circumstances and the impact of the pandemic, and yet expressly committed to possession dates in 2020, 2021, 2022 and 2023. Consequently, the promoter cannot now seek to take advantage of the moratorium period in these

complaints. However, in respect of the remaining complaints at Sr. Nos. 1, 3, 4, 5, 7, 8, 9, 11, 13, 14, 17 to 21, 23, 25, 27 to 29, 31 to 33, 35, 36, 38 to 46, 50, 53, 54, 55, 57 to 60, 63 to 65 and 67, where the Agreements for Sale were executed prior to the outbreak of the pandemic and the promised possession dates fall within the period covered by the aforesaid MahaRERA Notifications/Orders, the promoter shall be entitled to claim the benefit of the moratorium period while computing the delay and the corresponding interest liability.

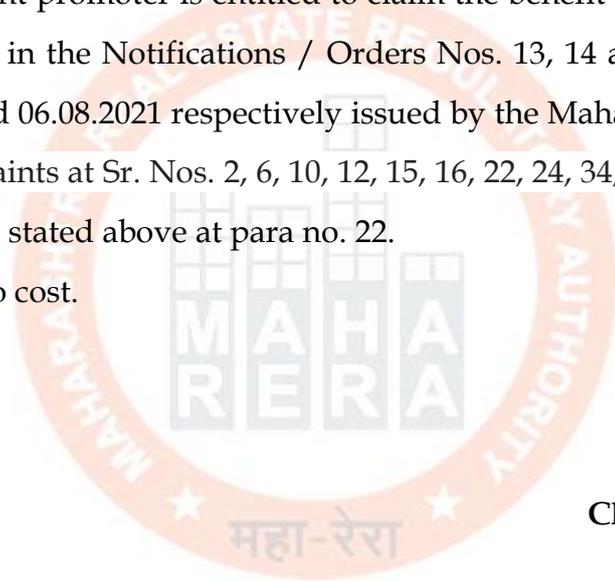
FINAL ORDER

23. In view of the observations hereinabove, the following order is passed:

- A. The **complaints at Sr. Nos. 26, 30, 37, 47, 49, 62 and 66 are dismissed on the ground of lack of evidence** for the reasons more specifically stated hereinabove at para. No 9.
- B. All the **complaints (except complaints at Sr. Nos. 26, 30, 37, 47, 49, 62 and 66)** are **allowed**. The complainants Sr. Nos. 39 are entitled for refund along with interest and the complainants at Sr. Nos. 1 to 25, 27 to 29, 31 to 36, 38, 40 to 46, 48, 50 to 61, 63 to 65 & 67 are entitled for possession along with interest (*agreement value excluding Govt. Taxes, Stamp Duty and other statutory charges*) from the date as mentioned in the table at para No. 18 hereinabove.
- C. Further, the interest for delay shall be applicable from the date mentioned in column namely '**INTEREST TO BE PAID FROM**' in the table at **para No. 18** hereinabove at the rate as prescribed *under Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules 2017* till the date mentioned in column namely '**INTEREST TO BE PAID TILL**'. This interest shall be payable within sixty days of this order.
- D. Further the payments of interest for delay shall be set off against the payments of balance dues if any under each agreement for sale of the complaints at Sr. Nos. 1 to 25, 27 to 29, 31 to 36, 38, 40 to 46, 48, 50 to 61, 63 to 65 & 67.
- E. Regarding the payment of accrued interest for complaints at Sr. Nos. 1 to 25, 27 to 29, 31 to 36, 38, 40 to 46, 48, 50 to 61, 63 to 65 & 67, it is hereby directed that this shall occur at the time of handover of possession with OC subsequent to the adjustment and payment of arrears of interest to be paid within ninety days from

the date of receipt of Occupation Certificate or on or before 31.12.2025 whichever is earlier and for complaints Sr. Nos. 39 all amounts to be refunded along with accrued interest within sixty days from the date of this order.

- F. Further, both the parties in complaint Sr. No. 39 are also duty bound to execute and register cancellation deed with respect to their agreements and also cancel the Allotment letters, booking forms, if any upon the refund of the amounts with accrued interest.
- G. In case the complainants Sr. No. 39 have taken any loans which have created lien on the subject apartment purchased/booked by them, he/she shall be duty bound to settle the dues of the Financial Institution, for releasing the apartments from the mortgage / lien so that it is free from any encumbrances.
- H. The respondent promoter is entitled to claim the benefit of “moratorium period” as mentioned in the Notifications / Orders Nos. 13, 14 and 21 dated 02.04.2020, 18.05.2020 and 06.08.2021 respectively issued by the MahaRERA in all complaints except complaints at Sr. Nos. 2, 6, 10, 12, 15, 16, 22, 24, 34, 48, 51, 52, 56 and 61 for the reasons as stated above at para no. 22.
- I. No order as to cost.



Manoj Saunik
Chairperson, MahaRERA