

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

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

1. COMPLAINT NO. CC006000000195071

MAHESH K SHAH
PURNA MAHESH SHAH
DIKSHITA PARIN SHAH
PARIN MAHESHKUMAR SHAH COMPLAINANT/S
VS

SANJAY R BHATT (*Proprietor of Puja Developers*)
PUJA_DEVELOPERS (*Erstwhile Promoter*)
CG HOUSING INFRA PVT.LTD (*Promoter*)
ACCORD INVESTMENT & PROPERTIES (*Real Estate Agent*) RESPONDENT/S
A/W

2. COMPLAINT NO. CC006000000231211

CHANDRESH RAMNIK GALA
(*Director of C G Housing Infra Pvt Ltd*) COMPLAINANT/S
VS

SOPAN DEVENDRABHAI SHAH
BIJAL SOPAN SHAH RESPONDENT/S
A/W

3. COMPLAINT NO. CC006000000231212

CHANDRESH RAMNIK GALA COMPLAINANT/S
VS

BHARAT NATHALAL MEHTA
SONALBEN BHARATBHAI MEHTA RESPONDENT/S
A/W

4. COMPLAINT NO. CC006000000231213

CHANDRESH RAMNIK GALA COMPLAINANT/S
VS

RAHUL DINESH SHAH
KINJAL RAHUL SHAH RESPONDENT/S
A/W

5. COMPLAINT NO. CC006000000396102

KILLOI - MODI
MRS. KINJAL KILLOI MODI
MR. RAMESH NATHALAL MODI COMPLAINANT/S
VS

PUJA_DEVELOPERS (*Erstwhile Promoter*)

CG HOUSING INFRA PVT.LTD (*Promoter*)

MR. SANDIP HARESH MODI (*Real Estate Agent*)
A/W

.... RESPONDENT/S

6. COMPLAINT NO. CC006000000396103

KILLOI - MODI

MRS. KINJAL KILLOL MODI

MR. RAMESH NATHALAL MODI

.... COMPLAINANT/S

VS

PUJA_DEVELOPERS

CG HOUSING INFRA PVT. LTD

MR. SANDIP HARESH MODI

.... RESPONDENT/S

A/W

7. COMPLAINT NO. CC006000000396127

MAHESH KANCHANLAL SHAH

MRS. PURNA M SHAH

MRS. DIKSHITA PARIN SHAH

MR. PARIN M SHAH

.... COMPLAINANT/S

VS

PUJA_DEVELOPERS

CG HOSUING INFRA PVT. LTD

ACCORD INVESTMENTS & PROPERTIES

.... RESPONDENT/S

A/W

8. COMPLAINT NO. CC006000000396107

URMILA SURESH SHAH

MR. JIGAR SURESH SHAH

.... COMPLAINANT/S

VS

PUJA_DEVELOPERS

CG HOUSING INFRA PVT LTD

ACCORD INVESTMENT & PROPERTIES

.... RESPONDENT/S

A/W

9. COMPLAINT NO. CC006000000396108

URMILA SURESH SHAH

MR. JIGAR SURESH SHAH

.... COMPLAINANT/S

VS

PUJA_DEVELOPERS

CG HOUSING INFRA PVT.LTD

.... RESPONDENT/S

A/W

10. COMPLAINT NO. CC006000000396121

HARDIK MANOJ SHAH

MRS. PRACHI HARDIK SHAH COMPLAINANT/S
VS

PUJA_DEVELOPERS
CG HOUSING INFRA PVT.LTD RESPONDENT/S
A/W

11. COMPLAINT NO. CC006000000396122

HARDIK MANOJ SHAH
MRS. PRACHI HARDIK SHAH COMPLAINANT/S
VS

PUJA DEVELOPERS
CG HOUSING INFRA PVT.LTD RESPONDENT/S
A/W

12. COMPLAINT NO. CC006000000396134

BHARGAV - BUSA
MRS. REEMA BUSA COMPLAINANT/S
VS

PUJA DEVELOPERS
CG HOSUING INFRA PVT.LTD
ACCORD INVESTMENTS & PROPERTIES RESPONDENT/S
A/W

13. COMPLAINT NO. CC006000000396135

BHARGAV - BUSA
REEMA PRAVINCHANDRA BUSA COMPLAINANT/S
VS

CG HOUSING INFRA PVT. LTD
PUJA_DEVELOPERS RESPONDENT/S
A/W

14. COMPLAINT NO. CC006000000396150

MANISHA SANDIP VALIA
MR. SANDIP INDRAVADAN VALIA COMPLAINANT/S
VS

PUJA_ DEVELOPERS
CG HOUSING INFRA PVT.LTD RESPONDENT/S
A/W

15. COMPLAINT NO. CC006000000396151

MANISHA SANDIP VALIA
MR. SANDIP INDRAVADAN VALIA COMPLAINANT/S
VS

PUJA_DEVELOPERS
CG HOSUING INFRA PVT.LTD RESPONDENT/S

A/W

16. COMPLAINT NO. CC006000000396155

RAJ NITESH BHUTTA

.... COMPLAINANT/S

VS

PUJA_DEVELOPERS

CG HOUSING INFRA PVT.LTD

PALAK DHIREN SHAH (*Real Estate Agent*)

.... RESPONDENT/S

A/W

17. COMPLAINT NO. CC006000000396156

RAJ NITESH BHUTTA

.... COMPLAINANT/S

VS

PUJA_DEVELOPERS

CG HOSUING INFRA PVT LTD

PALAK DHIREN SHAH

.... RESPONDENT/S

A/W

18. COMPLAINT NO. CC006000000396165

SEMIL BABULAL DAVE

.... COMPLAINANT/S

VS

PUJA_DEVELOPERS

CG HOSUING INFRA PVT.LTD

SANDIP MODI

.... RESPONDENT/S

A/W

19. COMPLAINT NO. CC006000000396166

SEMIL BABULAL DAVE

.... COMPLAINANT/S

VS

PUJA_DEVELOPERS

CG HOUSING INFRA PVT.LTD

SANDIP MODI

.... RESPONDENT/S

A/W

20. COMPLAINT NO. CC006000000396174

KOKILA KETAN TRIVEDI

MR. PARTHA KETANKUMAR TRIVEDI

.... COMPLAINANT/S

VS

PUJA_DEVELOPER

CG HOUSING INFRA PVT.LTD

.... RESPONDENT/S

A/W

21. COMPLAINT NO. CC006000000396175

KOKILA KETAN TRIVEDI

MR. PARTH KETANKUMAR TRIVEDI

.... COMPLAINANT/S

VS

PUJA_DEVELOPERS
CG HOSUING INFRA PVT.LTD RESPONDENT/S
A/W

22. COMPLAINT NO. CC006000000396177

CHINTAN KETAN KANSARA
MRS. DAKSHA KETAN KANSARA COMPLAINANT/S
VS

PUJA_DEVELOPERS
CG HOUSING INFRA PVT.LTD RESPONDENT/S
A/W

23. COMPLAINT NO. CC006000000396178

CHINTAN KETAN KANSARA
MRS. DAKSHA KETAN KANSARA COMPLAINANT/S
VS

PUJA_DEVELOPERS
CG HOSUING INFRA PVT LTD RESPONDENT/S
A/W

24. COMPLAINT NO. CC006000000397008

KINJAL PRIYESH BHUTTA
PRIYESH BIPIN BHUTTA COMPLAINANT/S
VS

PUJA_DEVELOPERS
CG HOUSING INFRA PVT LTD
PALAK SHAH RESPONDENT/S
A/W

25. COMPLAINT NO. CC006000000397009

KINJAL PRIYESH BHUTTA
PRIYESH BIPIN BHUTTA COMPLAINANT/S
VS

PUJA_DEVELOPERS
CG HOUSING INFRA PVT.LTD
PALAK SHAH RESPONDENT/S
A/W

26. COMPLAINT NO. CC006000000397124

RANJAN BIPIN BHUTTA
BIPIN SHANTILAL BHUTTA COMPLAINANT/S
VS

PUJA_DEVELOPERS
CG HOSUING INFRA PVT.LTD
MR. PALAK SHAH RESPONDENT/S
A/W

27. COMPLAINT NO. CC006000000397125

RANJAN BIPIN BHUTTA
BIPIN SHANTILAL BHUTTA
VS
.... COMPLAINANT/S

PUJA_DEVELOPERS
CG HOUSING INFRA PVT.LTD
MR. PALAK SHAH
A/W
.... RESPONDENT/S

28. COMPLAINT NO. CC006000000397522

SUMATI NARAYANLAL ROTAGAN
NARAYANLAL MAKNAJI ROTAGAN
MR. BHARAT N ROTAGAN
VS
.... COMPLAINANT/S

PUJA_DEVELOPERS
CG HOUSING INFRA PVT.LTD
ACCORD INVESTMENT & PROPERTIES
A/W
.... RESPONDENT/S

29. COMPLAINT NO. CC006000000397523

SUMATI NARAYANLAL ROTAGAN
MR. NARAYANLAL MAKNAJI ROTAGAN
BHARAT N ROTAGAN
VS
.... COMPLAINANT/S

PUJA_DEVELOPERS
CG HOUSING INFRA PVT.LTD
ACCORD INVESTMENT & PROPERTIES
A/W
.... RESPONDENT/S

30. COMPLAINT NO. CC006000000397525

NARAYANLAL MAKNAJI ROTAGAN
MRS. SUMATI NARAYANLAL ROTAGAN
MR. BHARAT NARAYANLAL ROTAGAN
VS
.... COMPLAINANT/S

PUJA_DEVELOPERS
CG HOUSING INFRA PVT.LTD
ACCORD INVESTMENT & PROPERTIES
A/W
.... RESPONDENT/S

31. COMPLAINT NO. CC006000000397526

NARAYANLAL MAKNAJI ROTAGAN
SUMATI NARAYANLAL ROTAGAN
MR. BHARAT NARAYANLAL ROTAGAN
VS
.... COMPLAINANT/S

PUJA_DEVELOPERS
CG HOUSING INFRA PVT.LTD
ACCORD INVESTMENT & PROPERTIES RESPONDENT/S
A/W

32. COMPLAINT NO. CC006000000408116

RAHUL DINESHBHAI SHAH
MRS. KINJAL RAHUL SHAH COMPLAINANT/S
VS

PUJA_DEVELOPERS
CG HOUSING INFRA PVT.LTD
SANDIP HARESH MODI RESPONDENT/S
A/W

33. COMPLAINT NO. CC006000000408117

RAHUL DINESHBHAI SHAH
MRS. KINJAL RAHUL SHAH COMPLAINANT/S
VS

PUJA_DEVELOPERS
SANDIP HARESH MODI
CG HOUSING INFRA PVT.LTD RESPONDENT/S
A/W

34. COMPLAINT NO. CC006000000408368

RAHUL KAMLESH VORA
MR. KAMLESH VORA COMPLAINANT/S
VS

PUJA_DEVELOPERS
CG HOUSING INFRA PVT.LTD RESPONDENT/S
A/W

35. COMPLAINT NO. CC006000000428717

CHIRAG RAMESHCHANDRA GANATRA
KANAKLATA DWARKADAS GANATRA COMPLAINANT/S
VS

CG HOUSING INFRA PVT.LTD
PUJA_DEVELOPERS RESPONDENT/S
A/W

36. COMPLAINT NO. CC006000000428718

CHIRAG RAMESHCHANDRA GANATRA
KANAKLATA DWARKADAS GANTRA COMPLAINANT/S
VS

CG HOUSING INFRA PVT.LTD
PUJA_DEVELOPERS RESPONDENT/S
A/W

37. COMPLAINT NO. CC006000000428936

PUJA HEIGHTS CO-OPERATIVE HOUSING
SOCIETY LIMITED

.... COMPLAINANT/S

VS

PUJA_DEVELOPERS
CG HOUSING INFRA PVT.LTD

.... RESPONDENT/S

A/W

38. COMPLAINT NO. CC12500978

AKSHIT SURESH KOTHARI

.... COMPLAINANT/S

VS

C G HOUSING INFRA PVT LTD

.... RESPONDENT/S

A/W

39. COMPLAINT NO. CC006000000197700

C G HOUSING INFRA PRIVATE LIMITED

.... COMPLAINANT/S

VS

BHUPENDRA DHARAMSHI THAKKAR
INDUMATI BHUPENDRA TAKKAR

.... RESPONDENT/S

40. COMPLAINT NO. CC12501318

SANJAY BHATT

.... COMPLAINANT/S

VS

C G HOUSING INFRA PVT LTD
MR CHIRAG RAMESHCHANDRA GANATRA
MISS KANAKLATA DWARKADAS GANATRA
(subsequent purchasers)

.... RESPONDENT/S

A/W

41. COMPLAINT NO. CC12501319

SANJAY BHATT

.... COMPLAINANT/S

VS

C G HOUSING INFRA PVT LTD
MR DIPESH JAGSHI SATRA
MRS SHILPA DIPESH SATRA
MR JAGSHI MALSHI SATRA
MR VIJAY DHANSUICHRAI GEDIA (subsequent purchasers)

.... RESPONDENT/S

A/W

42. COMPLAINT NO. CC12501321

SANJAY BHATT

.... COMPLAINANT/S

VS

C G HOUSING INFRA PVT LTD
MR AJIT ANANT NAIK (subsequent purchaser)

.... RESPONDENT/S

A/W
43. COMPLAINT NO. CC12501322

SANJAY BHATT

.... COMPLAINANT/S

VS

C G HOUSING INFRA PVT LTD

MR BHARGAV PRAVINCHANDRA BUSA

MRS REEMA BHARGAV BUSA (*subsequent purchasers*) RESPONDENT/S

MAHARERA PROJECT REGISTRATION NO. P51800000603

ORDER

June 30th, 2025

(Date of hearing – 07.05.2025 & 26.05.2025 matters were reserved for orders)

Coram: Manoj Saunik, Chairperson, MahaRERA

Advocate S. Parthsarthy is present for complainants at Sr. Nos. 1, 5 to 37 and for respondent at Sr. No. 4 a/w complainants present in person at Sr. Nos. 10 & 11. Advocate Vibhuti Nishar is present for the complainants at Sr. Nos. 2, 3, 4 and for Respondent (C G Housing Infra Pvt Ltd.) at Sr. Nos. 5 to 38.

Advocate Akshit Suresh Kothari is present for complainant at Sr. No. 38. Advocate Vibhooti Gada is present for the complainants (C G Housing Infra Pvt Ltd.) at Sr. No. 39 and for respondent at Sr. Nos. 40 to 43.

Adv. Sandeep Maurya is present for Respondent (Puja Developers and Sanjay Bhatt) at Sr Nos. 1, 5 to 37, and for complainants at Sr. Nos. 40 to 43.

Advocate Kunjan Thakur is present for respondents at Sr. No. 39.

None present for respondent at Sr. Nos. 2 & 3.

1. The respondent (C G HOUSING INFRA PVT LTD) is the promoter/developer within the meaning of Section 2 (zk) 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”) and is registered as the promoter of the project, namely “PUJA HEIGHTS” under section 5 of the Act bearing MAHARERA Project Registration No. P51800000603 (hereinafter referred to as the “project”).
2. On the MahaRERA project registration webpage, the proposed completion date (PDC) and revised completion date (RDC) of the project is mentioned as 31.03.2019, and the extended date of completion (EDC) is mentioned as 30.06.2023. The occupancy certificate (OC) for the project is not uploaded by the

promoter, thus the project is incomplete and lapsed. Further, it is also observed that show cause notices dated 04.11.2024 and 14.01.2025 has also been sent to the promoter by the Compliance Department, MahaRERA with directions to comply and revise the date of extension.

3. Moreover, it is observed that the promoter had applied for an extension of the project vide application dated 27.06.2023 bearing No. EXT51800016924, seeking extension up to 24.06.2024. However, the application is still pending for compliance by the promoter, and the extension period sought has already expired.
4. The complainants are seeking the following reliefs:

SR. NO.	COMPLAINT NOS.	RELIEFS SOUGHT
1.	CC006000000195071	<i>"1) Complaint be allowed. 2) The Respondent be directed to pay interest to the complainants under section 18 of the RERA ACT 2016 from 20/11/2017 till the actual date of possession as prescribed under RERA ACT 2016 and rules and regulations made thereunder. 3) The Respondent be directed to handover the possession of the said flat alongwith Occupation Certificate to the complainants at the earliest. 4) The Respondent be direct to update project details alongwith all the pending certificate at MAHARERA portal. 5) Project MAHARERA Registration shall be revoke as per provision of RERA act, 2016 alongwith rules and regulation made thereunder. 6) Proceeding u/s 8 and/or appropriate provision of RERA ACT 2016 alongwith and rules and regulations made thereunder shall be initiated, if developers is not capable of completing project. 7) The Respondent be directed to pay the cost of this complaint."</i>
2.	CC006000000231211	<i>"1) The complainant prayed for the order to be passed towards termination for agreement for sale dated 18/09/2018. 2) The complainant prayed for directions to the respondent (allottee) to execute the cancellation deed. 3) The complainant further prayed for direction to return the amount paid by respondent to complainant after adjusting the amount Rs. 5,00,000/- (Rupees Five lakhs only) after sale of the said flat of the respondents to any other third party. 4) The Respondent be directed to pay the cost of this complaint."</i>
3.	CC006000000231212	<i>"1) The complainant prayed for the order to be passed towards termination for agreement for sale dated 21st September 2017. 2) The complainant prayed for directions to the respondent (allottee) to execute the cancellation deed. 3) The complainant further prayed for direction to return the amount paid by respondent to complainant after adjusting the amount Rs. 5,00,000/- (Rupees Five lakhs only) after sale of the said flat of the respondents to any other third party. 4) The Respondent be directed to pay the cost of this complaint."</i>
4.	CC006000000231213	<i>"1) The complainant prayed for the order to be passed towards termination for agreement for sale dated 09th May 2018. 2) The complainant prayed for directions to the respondent (allottee) to execute the cancellation deed. 3) The complainant further prayed for direction to return the amount paid by respondent to complainant</i>

SR. NO.	COMPLAINT NOS.	RELIEFS SOUGHT
		after adjusting the amount Rs. 5,00,000/- (Rupees Five lakhs only) after sale of the said flat of the respondents to any other third party. 4) The Respondent be directed to pay the cost of this complaint."
5.	CC006000000396102	"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."
6.	CC006000000396103	"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."
7.	CC006000000396127	"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs 50,00,000/- compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit. "
8.	CC006000000396107	"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit. "
9.	CC006000000396108	"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of

SR. NO.	COMPLAINT NOS.	RELIEFS SOUGHT
		<i>the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.10,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
10.	CC006000000396121	<i>"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the Applicants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
11.	CC006000000396122	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Authority may pass order with cost. 5. Any other or further order as the Hon'ble Authority may deem fit."</i>
12.	CC006000000396134	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
13.	CC006000000396135	<i>"a. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of</i>

SR. NO.	COMPLAINT NOS.	RELIEFS SOUGHT
		<i>the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. b. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate c. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat d. This Hon'ble competent Adjudicating officer may pass order with cost. e. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
14.	CC006000000396150	<i>"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the Applicants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
15.	CC006000000396151	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Authority may pass order with cost. 5. Any other or further order as the Hon'ble Authority may deem fit."</i>
16.	CC006000000396155	<i>"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
17.	CC006000000396156	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation</i>

SR. NO.	COMPLAINT NOS.	RELIEFS SOUGHT
		<i>Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
18.	CC006000000396165	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
19.	CC006000000396166	<i>"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
20.	CC006000000396174	<i>"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
21.	CC006000000396175	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards</i>

SR. NO.	COMPLAINT NOS.	RELIEFS SOUGHT
		<i>the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
22.	CC006000000396177	<i>"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
23.	CC006000000396178	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
24.	CC006000000397008	<i>"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
25.	CC006000000397009	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble</i>

SR. NO.	COMPLAINT NOS.	RELIEFS SOUGHT
		<i>competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit"</i>
26.	CC006000000397124	<i>"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
27.	CC006000000397125	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
28.	CC006000000397522	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Authority may pass order with cost. 5. Any other or further order as the Hon'ble Authority may deem fit."</i>
29.	CC006000000397523	<i>"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate (Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate. 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs. 50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottee as the delay possession of the said flat. 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>

SR. NO.	COMPLAINT NOS.	RELIEFS SOUGHT
30.	CC006000000397525	<i>"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate (Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate. 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs. 50,00,000/- as compensation towards the financial and mental strss, loss, damage suffered by the allottee as the delay possession of the said flat. 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
31.	CC006000000397526	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Authority may pass order with cost. 5. Any other or further order as the Hon'ble Authority may deem fit"</i>
32.	CC006000000408116	<i>"1. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC 2. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. 3. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
33.	CC006000000408117	<i>"1. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 2. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 3. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 4. This Hon'ble competent Adjudicating officer may pass order with cost. 5. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
34.	CC006000000408368	<i>"a. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18</i>

SR. NO.	COMPLAINT NOS.	RELIEFS SOUGHT
		<i>if the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for sale till actual date of possession along with OC. b. This Hon'ble Authority be pleased to order the respondent to handover possession of the complainants flat with Occupation Certificate. c. This Hon'ble Authority be pleased to order the Respondents to make arrangement to pay Rs.50,00,000/ towards the financial and mental stress, loss damage suffered by the complainant as the delay possession of the said flat. d. This Hon'ble competent Authority may pass order with cost. e. Any other or further order as the Hon'ble Authority may deem fit."</i>
35.	CC006000000428717	<i>"1. The Hon'ble Adjudicating officer be pleased to direct the Respondent to Immediately withdraw the illegal demands raised on the complaint and also be proved to restrain Respondent 1 from raising any such demands until the project is completed and the possession is handed over along with OC. 2. This Hon'ble Adjudicating officer be pleased to order the Respondent to compensate the complainants under section 18(3) of the Real Estate(Regulation and Development Act 2016 in the manner as provided under this Act. 3. This Hon'ble Adjudicating officer be pleased to order the respondent to handover the possession of the complainant flat with Occupation Certificate 4. This Hon'ble Adjudicating officer be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- as compensation towards the financial and mental stress, loss, damage suffered by the allottees as the delay possession of the said flat 5. This Hon'ble competent Adjudicating officer may pass order with cost. 6. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
36.	CC006000000428718	<i>"a. This Hon'ble Authority be pleased to order the respondents to pay the interest for such delay of possession under section 18(1) of the Real Estate (Regulation and Development) Act 2016 and the rule 18 of the Real Estate (Regulation and Development) Act 2017 and Maharashtra Regulations 2017 from the date as mentioned in Agreement for Sale till actual date of possession along with OC b. This Hon'ble Authority be pleased to order the respondent to handover the possession of the complainant's flat with Occupation Certificate. c. This Hon'ble Authority be pleased to direct the Respondent to immediately withdraw the termination letter issued to the complainants. d. This Hon'ble Authority be pleased to order the Respondents to make arrangements to pay Rs.50,00,000/- (Rupees Fifty Lakhs Only) towards the financial and mental stress, loss, damage suffered by the complainant as the delay possession of the said flat. e. This Hon'ble competent Adjudicating officer may pass order with cost. f. Any other or further order as the Hon'ble Adjudicating officer may deem fit."</i>
37.	CC006000000428936	<i>"1. The Hon'ble Authority be pleased to appreciate that as the project is at a stalled stage and as the registration of the project has already expired, under the provisions of section 8 of the RERA Act, be pleased to hand over to the said project for completion to the Complainants as they have the support of majority of Allottees of the said building Puja Heights. This hand over shall be without prejudice to any obligation of the Respondent no.2 as per the respective RERA Agreement for sale/ allotment letter between the individual Complainants and Respondents. 2. The Hon'ble Authority be pleased to direct the Respondent no.2 To provide all information regarding the said project to the complainant in order to</i>

SR. NO.	COMPLAINT NOS.	RELIEFS SOUGHT
		<p>carry out all work related to Puja Heights Building at Respondents cost. 3. The Hon'ble Authority as per section 8, permit the Complainants to finish the remaining pending work in the said Building/ Puja Heights at the cost of Respondents. 4. The Hon'ble Authority also be pleased to direct the Respondents under the above section and hold the Respondents liable for all such charges/amounts even after the transfer of the project to the Complainants and also keep the Respondents liable for the cost of any legal proceedings which may be taken therefore by the Complainants. 5. This Hon'ble Authority be pleased to direct Respondent no.2 to monetarily compensate the Complainants by handing over the possession of 3 sellable flats in A wing of the said project for breach of the terms and condition of the MOU by not completing the project and handing over the possession of the flats to the Allottees on or before 30/06/2022. 6. This Hon'ble authority be pleased to compensate the complainant society with Rs. 40,00,000(Rupees Forty Lakhs) as per the terms of the MOU. 7. The Hon'ble Authority as per section 19(1),order the Respondents to provide information related to the said building to the Complainants as under:- a. To provide the list sold and unsold flats and also ledger of flat purchasers with amount received and due from the Allottees in the said building. b. The total amount invested in the said building and the amounts withdrawn by the Promoter/Respondents for their personal use or the fund diverted to other projects and to order the Promoters/Developers/partners to bring back the amount withdrawn for personal use from the said building. c. As per section 19(3) the Respondents be ordered to handover the possession of flats to the respective Complainants as per the Agreement/allotment letter latest execute between the Complainants and the Promoters/ Respondents and complete all legal compliances for the same. 8. The Hon'ble Authority be pleased to order the Respondents to furnish details of pending Water/ Electricity bill and their plan to pay the pending utilities bills including bills related to Telephone numbers specifically taken for the purpose of the said building. 9. The Hon'ble Authority be pleased to order the Respondents to also make available on immediate basis to the Complainants following with respect to said building Puja Heights. a. Report/ Audited statement of Accounts on project (project for construction of said buildings) fund utilization and withdrawal by the Respondent from the day of commencement of the project till date for each financial year. b. Certificates from Architect c. Certificates from Chartered Accountant d. Certificates of Engineer e. Unsold Inventory and valuation f. Audited Statement of designated bank Account opened by the respondent to receive proceeds for the said project in terms of RERA registration since opening of the account till date. g. Unused money lying in the "Designated Account" should be handed over to complainant /society towards completion of the project as the money belongs exclusively to the project."</p>
38.	CC12500978	<p>"Requesting to register the Sale Agreement as per the allotment letter at the earliest possible as per Sec 13 or RERA Act. Compensation in the form of interest from the date of payment till the date of possession due to delay in registration of the agreement and possession of the said premise."</p>
39.	CC006000000197700	<p>"1) The complainant prayed for the order to be passed towards termination for agreement for sale dated 26th July 2021. 2) The complainant prayed for directions to the respondent (allottee) to</p>

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		<i>execute the cancellation deed. 3) The complainant further prayed for direction to return the amount paid by respondent to complainant after adjusting the amount Rs. 5,00,000/- (Rupees Five lakhs only) after sale of the said flat of the respondents to any other third party. 4) The Respondent be directed to pay the cost of this complaint."</i>
40.	CC12501318	<i>"that this Hon'ble Authority be pleased to pass an Order directing the Respondent No. 1 to handover the possession of Flat No. 1701, 17th Floor i.e., "the Complaint Flat", admeasuring 664.78 carpet area in Wing "B" (Sale component) of the building known as "Puja Heights", constructed on all those pieces and parcels of land bearing CTS Nos. 111 and 111/1 to 35, Survey No. 90, Hissa No. 7 of village Malad (North), area admeasuring 1126 sq mtrs (the same shall hereinafter be referred to as "the Project Property" or "the immovable property"), situate in the Registration District and Sub District of Mumbai within a specified period of time, after obtaining Occupation Certificate, to the Complainant;"</i>
41.	CC12501319	<i>"(A)that this Hon'ble Authority be pleased to pass an Order directing the Respondent No. 1 to handover the possession of Flat No. 1702, 17th Floor i.e., "the Complaint Flat", admeasuring 664.78 carpet area in Wing "B" (Sale component) of the building known as "Puja Heights", constructed on all those pieces and parcels of land bearing CTS Nos. 111 and 111/1 to 35, Survey No. 90, Hissa No. 7 of village Malad (North), area admeasuring 1126 sq mtrs (the same shall hereinafter be referred to as "the Project Property" or "the immovable property"), situate in the Registration District and Sub District of Mumbai within a specified period of time, after obtaining Occupation Certificate, to the Complainant; (B) that this Hon'ble Authority be pleased to grant the cost of this Application; (C) that this Hon'ble Authority be pleased to pass any such other and further, order as may be deemed fit and proper in the facts and circumstances of the present case."</i>
42.	CC12501321	<i>"(a). that this Hon'ble Authority be pleased to pass an Order directing the Respondent No. 1 to handover the possession of Flat No. 1601, 16th Floor i.e., "the Complaint Flat", admeasuring 664.78 carpet area in Wing "B" (Sale component) of the building known as "Puja Heights", constructed on all those pieces and parcels of land bearing CTS Nos. 111 and 111/1 to 35, Survey No. 90, Hissa No. 7 of village Malad (North), area admeasuring 1126 sq. mtrs. (the same shall hereinafter be referred to as "the Project Property" or "the immovable property"), situate in the Registration District and Sub District of Mumbai within a specified period of time, after obtaining Occupation Certificate, to the Complainant; (b). that this Hon'ble Authority be pleased to grant the cost of this Application; (c). that this Hon'ble Authority be pleased to pass any such other and further, order as may be deemed fit and proper in the facts and circumstances of the present case."</i>
43.	CC12501322	<i>"(a). that this Hon'ble Authority be pleased to pass an Order directing the Respondent No. 1 to handover the possession of Flat No. 2002, 20th Floor i.e., "the Complaint Flat", admeasuring 664.78 carpet area in Wing "B" (Sale component) of the building known as "Puja Heights", constructed on all those pieces and parcels of land bearing CTS Nos. 111 and 111/1 to 35, Survey No. 90, Hissa No. 7 of village Malad (North), area admeasuring 1126 sq mtrs (the same shall hereinafter be referred to as "the Project Property" or "the immovable property"), situate in the Registration District and Sub District of Mumbai within a specified period of time, after obtaining</i>

SR. NO.	COMPLAINT NOS.	RELIEFS SOUGHT
		<i>Occupation Certificate, to the Complainant; (b). that this Hon'ble Authority be pleased to grant the cost of this Application; (c). that this Hon'ble Authority be pleased to pass any such other and further, order as may be deemed fit and proper in the facts and circumstances of the present case."</i>

5. All the complaints were heard by this Authority wherein the following roznama was recorded:

SR. NO.	COMPLAINT NOS.	ROZNAMA DATED	ROZNAMA RECORDED
1.	CC006000000195071	07.05.2025 (listed at Sr. Nos. 3 to 40)	<p><i>"Heard all parties. Ld. Advocate of the respondent no. 1 i.e. (Puja developer) disputes the sale of flats to Mr. Busa, Mr Ganatra and two more flats of Deepak Satra and Ajit Nayar (Complainants at Sr. No. 37, 38, 14 and 15) The respondent no. 1 i.e. (Puja developer) further submits that the aforesaid persons have filed 4 complaints separately where they want to be recognised as allottees. Furthermore, the respondent prays that those 4 matters should be considered in conjunction with captioned complaints. The complainant at sr. no. 40 is seeking refund with interest and wishes to withdraw from the project. Authority directs parties to file their written notes of argument by 14.05.2025. Matters will be reserved for orders from 15.05.2025."</i></p>
2.	CC006000000231211		
3.	CC006000000231212		
4.	CC006000000231213		
5.	CC006000000396102		
6.	CC006000000396103		
7.	CC006000000396127		
8.	CC006000000396107		
9.	CC006000000396108		
10.	CC006000000396121		
11.	CC006000000396122		
12.	CC006000000396134		
13.	CC006000000396135		
14.	CC006000000396150		
15.	CC006000000396151		
16.	CC006000000396155		
17.	CC006000000396156		
18.	CC006000000396165		
19.	CC006000000396166		
20.	CC006000000396174		
21.	CC006000000396175		
22.	CC006000000396177		
23.	CC006000000396178		
24.	CC006000000397008		
25.	CC006000000397009		
26.	CC006000000397124		
27.	CC006000000397125		
28.	CC006000000397522		
29.	CC006000000397523		
30.	CC006000000397525		
31.	CC006000000397526		
32.	CC006000000408116		
33.	CC006000000408117		
34.	CC006000000408368		
35.	CC006000000428717		
36.	CC006000000428718		
37.	CC006000000428936		
38.	CC12500978		
39.	CC006000000197700	26.05.2025 (listed at Sr. Nos. 4 to 8)	<i>"All pleadings are completed. Matters are reserved for orders."</i>
40.	CC12501318		
41.	CC12501319		

SR. NO.	COMPLAINT NOS.	ROZNAMA DATED	ROZNAMA RECORDED
42.	CC12501321		
43.	CC12501322		

6. The brief facts in the complaints are as follows:

SR. NO.	COMPLAINT NO/ DATE OF FILING	WING/ FLAT NO.	DATE OF AFS ¹ /AL ² /A ³	POSSESSION DATE PROMISED	PURCHASE AMOUNT (INR)	PAID AMOUNT ⁴ (INR)	RELIEFS IN BRIEF
1.	CC006000000195071 30.11.2020	B-1501	21.12.2017 (AFS)	31.03.2019 (as per AFS)	1,40,00,000/-	1,37,60,000/- (as per complaint)	possession + interest
2.	CC006000000231211 24.05.2022	B-301	18.09.2018 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	48,20,000/- (as per complaint)	cancellation of AFS
3.	CC006000000231212 24.05.2022	B-1401	21.09.2017 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	90,00,000/- (as per complaint)	cancellation of AFS
4.	CC006000000231213 24.05.2022	B-402	09.05.2018 (AFS)	31.03.2019 (as per AFS)	1,06,00,000/-	61,56,000/- (as per complaint)	cancellation of AFS (cross complaint)
5.	CC006000000396102 07.06.2023	B-2001	25.02.2019 (AFS)	31.03.2019 (as per AFS)	1,40,00,000/-	1,28,90,000/- (as per complaint)	compensation + possession (AO ⁵)
6.	CC006000000396103 07.06.2023	B-2001	25.02.2019 (AFS)	31.03.2019 (as per AFS)	1,40,00,000/-	1,28,90,000/- (as per complaint)	possession + interest
7.	CC006000000396127 08.06.2023	B-1501	21.12.2017 (AFS)	31.03.2019 (as per AFS)	1,40,00,000/-	1,37,60,000/- (as per complaint)	compensation + possession (AO)
8.	CC006000000396107 08.06.2023	B-602	07.01.2019 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	81,60,000/- (as per complaint)	compensation + possession (AO)
9.	CC006000000396108 08.06.2023	B-602	07.01.2019 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	81,60,000/- (as per complaint)	possession + interest
10.	CC006000000396121 09.06.2023	B-1301	21.09.2017 (AFS)	31.03.2019 (as per AFS)	1,05,20,000/-	60,05,200/- (as per complaint)	compensation + possession (AO)
11.	CC006000000396122 09.06.2023	B-1301	21.09.2017 (AFS)	31.03.2019 (as per AFS)	1,05,20,000/-	60,05,200/- (as per complaint)	possession + interest
12.	CC006000000396134 09.06.2023	B-2002	12.07.2021 (AFS)	31.12.2022 (as per AFS)	1,40,00,000/-	1,24,80,078/- (as per complaint)	possession + interest
13.	CC006000000396135 09.06.2023	B-2002	12.07.2021 (AFS)	31.12.2022 (as per AFS)	1,40,00,000/-	1,24,80,078/- (as per complaint)	compensation + possession (AO)
14.	CC006000000396150 10.06.2023	B-1302	21.09.2017 (AFS)	31.03.2019 (as per AFS)	1,05,20,000/-	92,66,000/- (as per complaint)	compensation + possession (AO)
15.	CC006000000396151 10.06.2023	B-1302	21.09.2017 (AFS)	31.03.2019 (as per AFS)	1,05,20,000/-	92,66,000/- (as per complaint)	possession + interest
16.	CC006000000396155 12.06.2023	B-1202	23.01.2018 (AFS)	31.03.2019 (as per AFS)	1,06,00,000/-	92,90,000/- (as per complaint)	compensation + possession (AO)
17.	CC006000000396156 12.06.2023	B-1202	23.01.2018 (AFS)	31.03.2019 (as per AFS)	1,06,00,000/-	92,90,000/- (as per complaint)	possession + interest
18.	CC006000000396165 12.06.2023	B-601	08.03.2018 (AFS)	31.03.2019 (as per AFS)	1,06,00,000/-	96,46,000/- (as per complaint)	possession + interest
19.	CC006000000396166 12.06.2023	B-601	08.03.2018 (AFS)	31.03.2019 (as per AFS)	1,06,00,000/-	96,46,000/- (as per complaint)	compensation + possession (AO)
20.	CC006000000396174	B-1602	11.10.2018 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	95,00,000/- (as per complaint)	compensation + possession (AO)

¹ AFS- Agreement for Sale

² AL- Allotment letter

³ A- Agreement

⁴ The total paid amounts are in some case inclusive of taxes and in some are excluding.

⁵ AO- Adjudicating Officer, MahaRERA

SR. NO.	COMPLAINT NO/ DATE OF FILING	WING/ FLAT NO.	DATE OF AFS/AL/A ³	POSSESSION DATE PROMISED	PURCHASE AMOUNT (INR)	PAID AMOUNT ⁴ (INR)	RELIEFS IN BRIEF
	13.06.2023						
21.	CC006000000396175 13.06.2023	B-1602	11.10.2018 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	95,00,000/- (as per complaint)	possession + interest
22.	CC006000000396177 13.06.2023	B-801	05.08.2017 (AFS)	31.03.2019 (as per AFS)	1,35,00,000/-	1,30,15,000/- (as per complaint)	compensation + possession (AO)
23.	CC006000000396178 13.06.2023	B-801	05.08.2017 (AFS)	31.03.2019 (as per AFS)	1,35,00,000/-	1,30,15,000/- (as per complaint)	possession + interest
24.	CC006000000397008 11.08.2023	B-1102	18.04.2018 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	1,10,70,000/- (as per complaint)	compensation + possession (AO)
25.	CC006000000397009 11.08.2023	B-1102	18.04.2018 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	1,10,70,000/- (as per complaint)	possession + interest
26.	CC006000000397124 17.08.2023	B-1101	21.06.2017 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	1,03,03,500/- (as per complaint)	compensation + possession (AO)
27.	CC006000000397125 17.08.2023	B-1101	21.06.2017 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	1,03,03,500/- (as per complaint)	possession + interest
28.	CC006000000397522 20.09.2023	B-701	21.06.2018 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	94,31,050/- (as per complaint)	possession + interest
29.	CC006000000397523 20.09.2023	B-701	21.06.2018 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	94,31,050/- (as per complaint)	compensation + possession (AO)
30.	CC006000000397525 20.09.2023	B-702	21.06.2018 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	1,26,13,950/- (as per complaint)	compensation + possession (AO)
31.	CC006000000397526 20.09.2023	B-702	21.06.2018 (AFS)	31.03.2019 (as per AFS)	1,05,00,000/-	1,26,13,950/- (as per complaint)	possession + interest
32.	CC006000000408116 10.11.2023	B-402	09.05.2018 (AFS)	31.03.2019 (as per AFS)	1,06,00,000/-	72,62,000/- (as per complaint)	possession + interest
33.	CC006000000408117 10.11.2023	B-402	09.05.2018 (AFS)	31.03.2019 (as per AFS)	1,06,00,000/-	72,62,000/- (as per complaint)	compensation + possession (AO)
34.	CC006000000408368 06.12.2023	B-2201	29.01.2020 (1 st AFS) 06.11.2020 (2 nd AFS) 01.03.2021 (3 rd AFS)	30.03.2020 (1 st AFS) No date of possession mentioned in 2 nd and 3 rd AFS	1,10,00,000/- (1 st AFS) 1,10,00,000/- (2 nd AFS) 1,17,00,000/- (3 rd AFS)	1,10,00,000/- (as per complaint copy 1 st AFS) 1,17,00,000/- (as per complaint copy and receipts of 3 rd AFS)	possession + interest (Resale)
35.	CC006000000428717 05.01.2024	B-1701	09.09.2021 (AFS)	31.12.2022 (as per AFS)	1,20,00,000/-	60,90,000/- (as per complaint)	compensation + possession (AO)
36.	CC006000000428718 05.01.2024	B-1701	09.09.2021 (AFS)	31.12.2022 (as per AFS)	1,20,00,000/-	60,90,000/- (as per complaint)	possession + interest
37.	CC006000000428936 25.01.2024	NA	NA	NA	NA	NA	Section 8 - to handover the project to allottees (Society)
38.	CC12500978 20.03.2025	A-2101	29.07.2022 (AL)	30.06.2023 (as per complaint)	97,00,000/-	33,75,000/- (as per complaint)	Section 13 + possession + interest (Reliefs changed to refund in submissions)
39.	CC006000000197700 29.10.2021	B-302	26.07.2018 (AFS)	31.03.2019 (as per AFS)	97,00,000/-	34,00,000/- (as per complaint)	cancellation
40.	CC12501318 21.04.2025	B-1701	09.02.2021 (AL) 09.02.2021 (A)	Not mentioned	87,50,000/-	87,50,000/- (as per complaint)	possession (Double Selling)

SR. NO.	COMPLAINT NO/ DATE OF FILING	WING/ FLAT NO.	DATE OF AFS ¹ /AL ² /A ³	POSSESSION DATE PROMISED	PURCHASE AMOUNT (INR)	PAID AMOUNT ⁴ (INR)	RELIEFS IN BRIEF
41.	CC12501319 21.04.2025	B-1702	09.02.2021 (AL) 09.02.2021 (A)	Not mentioned	87,50,000/-	87,50,000/- (as per complaint)	possession (Double Selling)
42.	CC12501321 21.04.2025	B-1601	09.02.2021 (AL) 09.02.2021 (A)	Not mentioned	87,50,000/-	87,50,000/- (as per complaint)	possession (Double Selling)
43.	CC12501322 21.04.2025	B-2002	09.02.2021 (AL) 09.02.2021 (A)	Not mentioned	87,50,000/-	87,50,000/- (as per complaint)	possession (Double Selling)

7. The brief common submissions of the complainants are as follows:

- i. For complaints at Sr. Nos. 1, 5 to 36 (Allottees):
 - a. The primary grievance of all the complainants is that the respondent-promoter has failed to complete the project and hand over possession of their respective flats/units by the date stipulated in their respective agreements for sale. This constitutes a fundamental breach of the contractual obligations undertaken by the respondent.
 - b. It is submitted that the revised completion date registered on the MahaRERA website does not absolve the respondent of its liability under the executed agreements.
 - c. The complainants contend that the RERA completion date cannot override the possession date committed in the agreements for sale, as permitting such a change would allow the respondent to unilaterally alter the terms of a binding contract. It is a settled principle of law, as upheld by the Hon'ble Supreme Court, that a developer cannot rewrite the terms of an agreement for sale.
 - d. The failure to deliver possession on time constitutes a clear and continuing violation under section 18 of the Act. This statutory default entitles the complainants to the reliefs prescribed therein, including interest for every month of delay until actual possession is handed over.
 - e. The complainants deny each and every averment and contention raised by the respondents (Puja Developers and C G Housing Infra Pvt. Ltd.) in their reply. It is submitted that the reasons cited by the respondents for the delay

are untenable and do not absolve them of their obligation to compensate the allottees.

- f. It is further submitted that the respondent-promoter has acted in a mala fide manner. In certain instances, even after entering into settlement terms (by issuing credit notes) and providing undertakings not to issue further demand letters until possession, the respondent (C G Housing Infra Pvt. Ltd.) has breached these commitments by raising fresh demands for payment and issuing termination notices. This conduct demonstrates a lack of bona fides and an intent to cause further hardship to the home buyers.
 - g. In light of the inordinate delay, breach of contractual and statutory duties, and the financial and mental agony caused, the complainants respectfully submit that they are entitled to the reliefs as claimed in their respective complaints.
 - h. The complainants pray for appropriate directions from this Authority for the handing over of possession of their flats, along with accrued interest for the entire period of delay, and such compensation as deemed fit.
- ii. For complaint at Sr. Nos. 37 (Puja Heights Co-Operative Housing Society Limited):
- a. The Society, Puja Heights Co-operative Housing Society Limited, is a duly registered housing society under the Maharashtra Co-operative Societies Act.
 - b. The Society has filed the present complaint against the erstwhile promoter (Puja Developers) and the existing promoter (C G Housing Infra Pvt. Ltd.).
 - c. All members of the Society are actual and bonafide registered owners of their respective flats and allottees in the project.
 - d. The erstwhile promoter, being unable to continue the development of the project, transferred the development rights to the existing promoter vide agreement dated 09.02.2021.
 - e. The promoter entered into a Memorandum of Understanding (MoU) dated 09.02.2021 with the Society, wherein both parties agreed to the terms and conditions mentioned therein.

- f. Under the MoU, the promoter agreed and offered to provide the Society with three (3) saleable flats in Wing A of the project as security, in the event the promoter failed to complete the project.
- g. The erstwhile promoter failed to complete the project and hand over physical possession of the flats to the individual purchasers/allottees in accordance with the MoU. This constitutes a fundamental breach of contractual obligations.
- h. The initial proposed completion date was 31.03.2019, which was later revised to 30.06.2023. The revised date has also lapsed, and the project remains incomplete.
- i. The project is currently at a "stalled stage," and the registration of the project under Section 5 of the Act has expired.
- j. The promoter has collected approximately 70% to 100% of the total consideration from the allottees at the time of booking, based on provisional allotments.
- k. The complainants (allottees) have paid all amounts as and when demanded by the respondents (both promoters) and have duly discharged their payment obligations.
- l. As per the terms of the MoU, the promoter was required to pay an amount of Rs. 40,00,000/- as corpus to the Society at the time of handing over possession.
- m. Although the promoter had agreed to form a society, it failed to do so. Consequently, the members themselves formed a co-operative society on 11.10.2023.
- n. The Society, through its duly authorized representative, has filed the present complaint under Sections 7 and 8 of the Act, with the full support of a majority of the allottees.
- o. The Society is ready and willing to take over the project for completion and hand over possession to the complainants/allottees, since construction has not progressed since 2021 and the project is at a standstill.

- p. The Society intends to complete the project by engaging a new developer, which is the only viable solution in light of the promoters' financial incapacity and lack of commitment.
- q. The Society emphasizes that the complainants (allottees) are concerned about the completion of the project, having invested their hard-earned money over a prolonged period.
- r. The Society, therefore, humbly prays that this Hon'ble Authority be pleased to direct the promoter to hand over the project to the Society for completion under the provisions of Section 8 of the RERA Act, given their failure to complete and hand over possession.
- s. The Society further prays that the promoter be directed to provide all necessary information regarding the project, including:
 - Certificates from the Architect,
 - Certificates from the Engineer,
 - Updated Inventory and Valuation Report,
 - Audited statement of the designated bank account opened by the promoter for RERA registration proceeds,
 - And such other documents as more specifically mentioned in the complaint.

iii. For complaints at Sr. Nos. 38 (Allottees):

- a. The complainant at Sr. No. 38 has filed the present complaint seeking directions against the respondent-promoter for refund of the amount paid, along with applicable interest.
- b. The complainant submits that he no longer wishes to continue in the said project and is not pressing the relief of execution and registration of the agreement for sale. Instead, he seeks a refund of the amounts paid to the promoter, along with interest for the delay in handing over possession.
- c. The complainant initially intended to purchase two adjoining flats for Rs. 97,00,000/- each and paid Rs. 30,50,000/- as a booking amount in May 2022. He later paid an additional Rs. 5,00,000/- to Mr. Sukhlal Jain at the request

of the promoter, following which an allotment letter dated 29.07.2022 was issued.

- d. The complainant continued to make further payments from time to time. Despite having paid a total amount of Rs. 56,75,000/- on the promoter's assurances that the agreement would be registered, the promoter failed to execute the agreement. Having waited since December 2022 for the completion of the project, the complainant now seeks to withdraw from the project and prays for a refund of the amount paid, along with interest until realisation.

iv. For complaints at Sr. Nos. 2 to 4, 39 (Cancellation matters):

- a. The complainant-promoter submits that the respondent-allottee has failed to fulfil the payment obligations as per the terms of the registered agreement for sale.
- b. Despite repeated reminders, notices, and opportunities granted, the Respondent has not cleared the outstanding dues.
- c. The complainant states that a termination notice was issued, and sufficient time has lapsed without any response or action from the respondent.
- d. The complainant alleges a breach of the statutory obligation under Section 19(6) of the Act and seeks appropriate reliefs as per law.

v. For complaints at Sr. Nos. 40 to 43 (Puja Developers- Mr. Sanjay Bhatt):

- a. The erstwhile promoter has filed the complaints at Sr. Nos. 40 to 43 seeking possession of flats from the existing promoter, M/s C.G. Housing Infra Pvt. Ltd., and from the subsequent allottees to whom the flats have been allotted and with whom agreements for sale have been executed by the promoter.
- b. The complainants contend that they are the rightful allottees of the flats in question by virtue of prior rights accrued under a valid and registered agreement dated 09.02.2021.
- c. That any subsequent agreement executed by the respondent in favour of third parties is void ab initio and legally unsustainable, as it infringes upon their existing and enforceable rights.

- d. It is further submitted that the respondent had no authority to create third-party rights in respect of the subject flats without extinguishing or discharging the complainants' rights through due process of law.
 - e. The complainants allege that the second allottees had notice and knowledge of the complainants' prior rights and are therefore not bona fide purchasers.
 - f. The complainants seek a final direction restraining the respondent from creating any further third-party rights in the subject flats and from handing over possession to any person other than the complainants.
8. The brief submissions of the erstwhile promoter (Puja Developers) are as follows:
- a. It is submitted that the project in question is a complex Slum Rehabilitation Scheme governed by the regulations of the Slum Rehabilitation Authority (SRA).
 - b. Puja Developers, the erstwhile promoter, initiated the project after entering into an agreement with Sai Shraddha SRA Co-operative Housing Society Limited and obtained the necessary initial permissions for development. As part of its obligations, the erstwhile promoter undertook significant construction, including completion of the rehab component of the project.
 - c. At that stage, the project was approximately 85% complete. However, the promoter was unable to complete the remaining 15% of the construction, and accordingly, the existing promoter is now liable for compensation.
 - d. Subsequently, the erstwhile promoter handed over the responsibility of completing the sale component of the project to the existing promoter, M/s C.G. Housing Infra Pvt. Ltd., vide registered agreement dated 09.02.2021.
 - e. It is submitted that since this handover, the erstwhile promoter has not been involved in the day-to-day construction, financial management, or operations of the project. The primary responsibility for completing the construction and handing over possession to the allottees of the sale component now rests with the existing promoter.
 - f. It is further submitted that the complaints filed by the complainants (allottees) are not maintainable against the erstwhile promoter, as the development rights

have already been transferred to the existing promoter with the consent of two-thirds of the allottees.

- g. The existing promoter has allegedly created third-party rights in four (4) flats originally belonging to the erstwhile promoter, as well as in 27 other flats, and is reportedly involved in multiple sales of the same flats, amounting to criminal offences.
9. The brief submissions of the C G Housing Infra Pvt Ltd (Promoter) are as follows in complaints at Sr. Nos. 40 to 43 a/w Sr. Nos. 12 & 13:
- a. Puja Developers (the Complainant) assigned and transferred the development rights to C.G. Housing Infra Pvt. Ltd. (the Promoter) through a duly registered agreement dated 09.02.2021, along with a Power of Attorney granted to C.G. Housing Infra Pvt. Ltd. and Mr. Chandresh Gala (Director of C G housing Infra Pvt Ltd).
 - b. The promoter contests the complaints filed by the complainant, asserting that the complainant has approached the Authority with unclean hands by suppressing material facts.
 - c. The Authority approved the transfer of project rights via email dated 08.03.2021, after securing the consent of more than two-thirds of the project's allottees.
 - d. Furthermore, the housing society itself endorsed the appointment of C.G. Housing Infra Pvt. Ltd. to complete the construction and requested the SRA to issue a revised Letter of Intent in the promoter's name.
 - e. Importantly, the promoter raises a significant jurisdictional objection based on Clause 11 of the agreement. This clause stipulates that any unresolved disputes arising from the agreement must be referred to a sole arbitrator in Mumbai, with proceedings governed by the Arbitration and Conciliation Act, 1996. The respondent argues that this arbitration clause renders the present complaint non-maintainable for lack of jurisdiction and therefore liable to be dismissed.
 - f. In addition to the primary arguments, the respondent accuses the complainant of failing to clear previous dues as per the agreed terms, not properly handing over the project, and not depositing cheques on time. The respondent therefore prays for dismissal of the complaint with costs.

Submissions in common for all other complaints:

- a. The delay in the project is not wilful but is attributable to multiple factors, many of which were beyond the promoters' control.
 - b. Being an SRA scheme, the project faced procedural complexities and significant delays in securing requisite permissions and approvals from SRA, which adversely affected the overall timeline.
 - c. Additionally, the project's progress was severely impacted by grave medical emergencies faced by Mr. Sanjay Bhatt, proprietor of Puja Developers, and his wife. Mr. Bhatt suffered a severe brain stroke requiring prolonged hospitalization and recovery, which further delayed decision-making and execution.
 - d. The promoters urge this Authority to consider the larger interest of the project and its allottees. Granting the reliefs sought by the complainants would impose a substantial financial burden, jeopardizing the project's viability. This could bring construction to a standstill and adversely affect a majority of homebuyers who are awaiting possession.
 - e. The promoters reiterate their bona fide intention to complete the project. The substantial progress already made stands as evidence of this commitment. Their current focus is on deploying all available resources towards completing the balance work and delivering possession to all allottees.
 - f. In light of the above, the promoters respectfully submit that the delays were neither intentional nor solely attributable to them but were caused by procedural hurdles and unforeseen personal hardships.
 - g. The promoters therefore pray for dismissal of the present complaints in the larger interest of justice, so as to avoid further financial strain that may derail the project entirely and affect the rights of numerous allottees.
10. The brief submissions of the real estate agents/respondents namely Mr. Sandip Harsh Modi for complaints at Sr. nos. 5, 6, 18, 19, 34, 35 and Palak Shah for complaints at Sr. Nos. 24 & 25 are as follows:
- a. The agents submit that he has been erroneously impleaded in the above complaints without any legal or factual basis.

- b. He states that he has neither acted as a real estate agent nor facilitated the transaction between the complainants and the co-respondents, nor has he received any consideration, commission, or fees in relation thereto. He further asserts that he is not a party to the agreement for sale in question and had no role in its negotiation or execution.
 - c. The complainants have failed to produce any material evidence or documentation to substantiate the allegation that he acted in the capacity of a real estate agent. He also contends that Section 18 of the Act pertains exclusively to the obligations of the promoter and cannot be invoked to claim reliefs against him.
 - d. In view of the absence of any privity of contract, financial transaction, or statutory liability under the Act, the agent prays for his deletion from the array of parties and seeks dismissal of the complaints as against him.
11. From the facts and submissions, the following observations are noteworthy:
- a. The project comprises a Rehab Wing (A Wing), consisting of 23 floors, and a Sale Wing (B Wing), consisting of 23 floors, both intended for residential use.
 - b. From the records of MahaRERA, it is observed that approximately 70% of the superstructure construction of the project has been completed. It is further noted that the project has not yet received the OC.
 - c. Most of the allottees have executed agreements for sale with Puja Developers, while some have executed their agreements for sale with C.G. Housing Infra Pvt. Ltd. Some of the allottees are also members of Puja Heights Co-operative Housing Society Limited.
 - d. The Authority notes that in complaint at Sr. No. 1 a withdrawal letter dated 09.02.2021 is signed by the complainant. The letter purports that the grievance stands resolved due to a change in the project's developer from '*Puja Developers*' to '*C G Housing Infra Pvt. Limited*'. Upon evaluation, it is evident that the core reliefs sought in the complaint, specifically the possession of the unit with OC and interest for the delay remain unfulfilled. A mere change in the developer without the actual redressal of the grievance does not constitute a final resolution. Therefore, while taking the withdrawal letter on record, the

Authority finds it imperative to proceed with the matter on its merits, as the vital issue is still pending and the applicant is now pursuing his original complaint.

- e. The Authority has taken on record that the promoter, CG Housing Infra Pvt. Ltd., attempted to settle the issue of delayed possession by issuing Credit Memos to the allottees. These memos, valid until 31.03.2023, promised that the credited amount would be adjusted against future payments, and that no further demand notices or interest on balance payments would be levied until possession was handed over with an OC.
- f. It has been established from the record and the complainant's submissions that the promoter subsequently acted contrary to these commitments by issuing fresh demand letters and termination notices. By failing to abide by the express terms of its own settlement offer, the promoter has rendered the arrangement ineffective. Consequently, the Authority finds it necessary to proceed with the adjudication of all complaints on its merit.
- g. With respect to the complainant at Sr. No. 38, the Authority takes note of the change in the relief sought during the pendency of these proceedings. The complaint was initially filed with the prayer for execution of an agreement for sale and handover of possession of the unit, along with interest for the delay. However, as the proceedings progressed, the complainant, through his written submissions and as recorded in the roznama dated 07.05.2025, has unequivocally changed his prayer to that of exiting the project and seeking a refund of the entire amount paid, along with interest thereon.
- h. The Authority first addresses the procedural aspect of this change. While it is true that a formal amendment application has not been filed, the Authority is of the view that a procedural technicality should not be a bar to substantive justice, especially when the intent of the party is clear and has been placed on record. The preamble of the Act, emphasizes "*speedy dispute redressal*." Insisting on the filing of a formal application at this stage would only lead to further delays, which is contrary to the spirit of the Act. The complainant's revised prayer is explicitly mentioned in his written submissions and, more importantly, has been formally recorded by this Authority in its official proceedings (roznama). This ensures that the change is not ambiguous and that the Respondent Promoter has

been made fully aware of the new relief sought. Therefore, the principles of natural justice have been met, and the Authority finds no reason to deny this change in relief merely for the want of a formal application.

- i. The Authority has weighed the impact of this change on the promoter. The Promoter's own foundational default is the failure to deliver possession on time. Seeking a refund is a direct and foreseeable statutory consequence of such a delay under the Act, not a grave or unjust prejudice. It also frees the unit for resale, significantly mitigating the financial impact of the refund. The Authority, therefore, finds that the impact on the promoter is not so inequitable as to warrant the denial of the complainant's statutory right to change their remedy. Thus, the Authority allows the change in relief for complaint at Sr. No. 38 from execution of AFS along with interest and possession to refund along with interest.
- j. The Authority has examined the complaints at Sr. Nos. 2 to 4, 32, 33, and 39. complaints at Sr. Nos. 2 to 4 and 39 were initiated by the promoter, seeking to execute cancellation deeds against the respective allottees due to alleged payment defaults. Complaints at Sr. Nos. 32 and 33 are cross-complaints filed by the allottee concerning the same flat, B-402, which is also the subject of complaint Sr. No. 4. In these cross-complaints, the allottee seeks possession with interest and compensation, respectively.
- k. On scrutiny, the record reveals a fundamental procedural infirmity that vitiates the proceedings against the respondents in the promoter's complaints at Sr. Nos. 2 to 4 and 39. The promoter, as the complainant, failed to provide the email addresses of these respondents-allottees, thereby preventing the Authority from effectuating the service of the notice of hearing. Furthermore, the promoter has failed to file affidavit of service or furnish any evidence to confirm that the notice was served through any other means for any of these complaints.
- l. Due service of notice is a cornerstone of the principles of natural justice and a jurisdictional prerequisite for any adjudication. Proceeding against a party without ensuring they have been afforded an opportunity to be heard is unfair. The non-appearance of the respondents at Sr. Nos. 2 and 3 is a direct and foreseeable consequence of this failure of service. Even in the complaints at Sr.

Nos. 4 and 39, despite the presence of advocates representing the respondent-allottees, the fundamental defect of non-filing of the service affidavit by the promoter persists, and no submissions were made to cure this defect. The mere presence of an advocate, without proper service being established and without any submissions made on the merits by the respondents, cannot be considered a sufficient ground to proceed with adjudication.

- m. Conversely, the complaints at Sr. Nos. 32 and 33, filed by the allottee seeking possession, interest, and compensation for flat B-402, stand on a different footing. These complaints can be adjudicated on their merits, as the allottee is the complainant and has actively pursued these matters, ensuring that the necessary procedural requirements for their own complaints have been met for adjudication.
- n. Therefore, the Authority cannot proceed in the promoter's complaints at Sr. Nos. 2, to 4 and 39, nor can it adjudicate them on their merits when the essential procedural requirement of service has not been fulfilled through a proper affidavit and supporting evidence. Consequently, **all four (4) complaints filed by the promoter at Sr. Nos. 2 to 4 and 39 are dismissed.**
- o. It is pertinent to note that the project has undergone a significant change in its management, involving the transfer of rights from Puja Developers to C.G. Housing Infra Pvt. Ltd. As per the mandate under Section 15 of the Act, such a transfer requires the prior written consent of at least two-thirds of the allottees along with the prior written approval of the Authority. In the present case, the promoter duly complied with these statutory requirements, following which the Authority, by its email dated 08.03.2021, formally acknowledged and approved the transfer.
- p. It has been observed that complaints at Sr. Nos. 40 to 43 were filed by the erstwhile promoter, Puja Developers (through its proprietor, Mr. Sanjay Bhatt), seeking possession of flats B-1701, B-1702, B-1601 and B-2002. The record indicates that allotment letters dated 09.02.2021, for these flats were executed as security against part consideration, as stipulated in an agreement, between Puja Developers and the existing promoter, C.G. Housing Infra Pvt. Ltd. This

agreement explicitly mentions the allotment of four (4) flats as a part consideration forming part for the terms of the inter-promoter arrangement.

- q. Importantly, it is further observed from the submissions of the complainants that C.G. Housing Infra Pvt. Ltd. subsequently created third-party rights by selling these very flats to new purchasers, who are named as respondents no. 2 in these complaints (Sr. Nos. 40-43). Adding to the complexity, two of these subsequent purchasers have also filed separate suits for possession, interest, and compensation before the Authority, based on the Agreement for Sale executed between them and C.G. Housing Infra Pvt. Ltd. (complaints at Sr. Nos. 35 & 36 and 12 & 13).
- r. The Authority notes that the arrangement between the erstwhile promoter (Puja Developers) and the existing promoter (C.G. Housing Infra Pvt. Ltd.), wherein these four flats were allotted as security under their inter-promoter agreement of 09.02.2021, falls outside the scope of the Authority's jurisdiction under RERA. The Authority's jurisdiction under the RERA Act, 2016, is primarily designed to regulate the relationship between a '*promoter*' and an '*allottee*' as defined therein, with the core objective of protecting the interests of homebuyers.
- s. In the context of complaints at Sr. Nos. 40 to 43, the complainant (Puja Developers) does not qualify as an '*allottee*' in relation to the respondent (C.G. Housing Infra Pvt. Ltd.) under RERA. Their dispute stems from an inter-promoter commercial agreement related to a security arrangement, not from an agreement for sale for a unit in a real estate project from the perspective of an end-consumer. Therefore, the erstwhile promoter lacks the necessary '*locus standi*' to invoke the Authority's jurisdiction for relief in this particular type of dispute. The RERA Act does not confer upon the Authority the power to adjudicate private commercial disputes between two entities both falling under the definition of '*promoter*,' especially when such disputes do not directly pertain to the rights and obligations of an allottee.
- t. Accordingly, the **complaints at Sr. Nos. 40 to 43 are hereby dismissed for lack of jurisdiction and absence of *locus standi*** on the part of the complainant. The parties involved in these complaints are directed to seek appropriate recourse

before the Competent Authority for the resolution of their inter-promoter dispute.

- u. The Authority has observed that complainants at Sr. Nos. 1 & 7, 5 & 6, 8 & 9, 10 & 11, 12 & 13, 14 & 15, 16 & 17, 18 & 19, 20 & 21, 22 & 23, 24 & 25, 26 & 27, 28 & 29, 30 & 31, 32 & 33, and 35 & 36 have filed two separate complaints for the same respective flats. One set of complaints seeks reliefs such as possession and interest along with Occupancy Certificate (OC) before the Authority. The other set, specifically complaints bearing Sr. Nos. 5, 7, 8, 10, 13, 14, 16, 19, 20, 22, 24, 26, 29, 30, 33, and 35, seek the relief of compensation (along with possession and OC) before the Adjudicating Officer (AO), MahaRERA.
- v. In accordance with the provisions of the Act, Rule and Regulations, the Adjudicating Officer is specifically empowered to determine and grant compensation. The Authority, while competent to issue directions for possession and interest, defers to the AO for the adjudication of compensation claims. To ensure proper adjudication by the statutorily designated forum for compensation, it is necessary that these specific complaints are heard by the AO.
- w. Therefore, it is hereby directed that the **complaints bearing Sr. Nos. 5, 7, 8, 10, 13, 14, 16, 19, 20, 22, 24, 26, 29, 30, 33, and 35**, which primarily seek the relief of compensation, **are disposed of** by directing Registry, MahaRERA to transfer them to the Adjudicating Officer, MahaRERA, for adjudication on compensation. The remaining complaints seeking possession and interest with OC will continue to be heard by the Authority on merits hereinbelow.
- x. The Authority observes for complaint at Sr. no. 34 that an agreement for sale was executed on 29.01.2020, between Puja Developer (Erstwhile Promoter) and Mr. Jivanbhai Nagjibhai Sapra (First Allottee) for total consideration of Rs. 1,10,00,000/-, wherein the promised date of possession was mentioned as 30.03.2020 by the erstwhile promoter.
- y. First Resale (First Allottee to Second Allottee): Subsequently, Mrs. Sarojben Khimji Raithatha and Mrs. Poonam Brijesh Raithatha (Second Allottee) acquired ownership of the flat B-2201 from Mr. Jivanbhai Nagjibhai Sapra. This transaction was formalized through an agreement for sale dated 06.11.2020 for

total consideration of Rs. 1,10,00,000/-, wherein no promised date of possession is mentioned in AFS.

- z. Second Resale (Second Allottee to Present Complainants-Third Allottee): The present complainants – Third Allottees, namely Mr. Rahul Kamlesh Vora and Mr. Kamlesh Kantilal Vora, acquired Flat No. B-2201 from Mrs. Sarojben Khimji Raithatha and Mrs. Poonam Brijesh Raithatha (Second Allottees). This final transfer was caused through an agreement for sale dated 01.03.2021, registered with the Sub-Registrar, Borivali, under Registration No. BRL9/3148/2021, for a total consideration of Rs. 1,17,00,000/-. As evidenced by the receipts, the entire consideration has been paid by the complainants–Third Allottees. It is noted that the agreement for sale does not mention any promised date of possession.
- aa. In this regard, it is important to understand section 2(d) of the Act. Section 2(d) of The Real Estate (Regulation and Development) Act, 2016, defines "*allottee*" as: "*allottee* in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent."
- bb. This definition ensures that anyone who legally acquires an apartment or plot in a RERA-registered project, whether directly from the promoter or through a secondary sale (resale), is treated as an "*allottee*" under the Act. This gives the complainants, as subsequent allottees, the same rights and duties as the original allottee. They can avail themselves of the protections and remedies available under RERA, such as seeking possession, claiming compensation for delay, or raising other grievances with the Real Estate Regulatory Authority.
- cc. Importantly, under the Act, the definition of an "*allottee*" is not limited to the first person to whom the property was originally sold by the promoter. It explicitly includes subsequent purchasers who acquire the allotment. This is a key provision that provides legal protection and recourse to all buyers in the chain of ownership, ensuring they are not left without a remedy. Thus, the complainants are included as "*subsequent allottees*" as per the section of the Act.

12. From the above facts and the submissions, the issues that need to be considered are as follows:
- A. *Whether the complainant Society at Sr. No. 37 is entitled to relief under Section 8 of the Real Estate (Regulation and Development) Act, 2016?*
 - B. *Whether the complainants at Sr. Nos. 1, 6, 9, 11, 12, 15, 17, 18, 21, 23, 25, 27, 28, 31, 32, 34, and 36 are entitled to the relief of possession along with interest for delay under the provisions of the Act, and whether the complainant at Sr. No. 38 is entitled to refund of the amount paid along with interest under the Act?*
13. In order to answer the above issue at para no. 12(A) the following observations are noteworthy:
- a. The project is unequivocally incomplete and lapsed. The proposed completion date (PDC) of 31.03.2019 and the extended completion date (EDC) of 30.06.2023 have both passed. Furthermore, the promoter's extension application seeking extension till 30.06.2024 has also expired and remains pending for compliance. The existing promoter (C G Housing Infra Pvt. Ltd.) has been issued multiple show cause notices (dated 04.11.2024 and 14.01.2025) by MahaRERA for non-compliance and failure to revise the date of extension, indicating a persistent failure to meet regulatory obligations. Further the project is stalled from 2021, no construction activity is carried out by the promoter.
 - b. In light of these failures, the Society (complainant at Sr. No. 37) has explicitly articulated its readiness and willingness to take over the project for completion, recognizing that construction has not progressed since 2021 and that the project is at a standstill due to the promoters' financial incapacity and lack of commitment.
 - c. In order to decide this, it would be necessary to examine section 8 of the Act which is reproduced hereinbelow for ready reference:

"8. Obligation of Authority consequent upon lapse of or on revocation of registration. – Upon lapse of the registration or on revocation of the registration under this Act, the Authority, may consult the appropriate Government to take such action as it may deem fit including the carrying out of the remaining development works by competent authority or by the association of allottees or in any other manner, as may be determined by the Authority:

Provided that no direction, decision or order of the Authority under this section shall take effect until the expiry of the period of appeal provided under the provisions of this Act:

Provided further that in case of revocation of registration of a project under this Act, the association of allottees shall have the first right of refusal for carrying out of the remaining development works."

- d. Section 8 of the RERA Act specifically empowers the Authority, upon the lapse or revocation of project registration, to take appropriate action, including directing the carrying out of remaining development works by a competent authority or by the association of allottees. This provision is a critical tool for project revival and allottees' protection. The Authority's primary objective, as enshrined in the Preamble of the Act, is to protect the interests of allottees and ensure efficient and transparent transactions in the real estate sector.
- e. In the present case it is an admitted position that the project is not yet completed and the same is evident from the documents uploaded by the promoter on the project registration webpage. Hence, there is a delay on part of the promoter with regard to the handover of possession with OC.
- f. Further, the Authority notes that the complainants are seeking possession of their flats purchased in the project. Thus, the issue of completion of the project becomes critical.
- g. In this regard the Authority lays down a comprehensive roadmap for the Society, Puja Heights Co-operative Housing Society Limited and the Promoters, obligating it to:
 - i. To submit a complete list of all remaining construction items to the Authority, followed by a detailed plan outlining how these items will be completed.
 - ii. To provide a detailed financial plan, including estimated completion costs, a transparent mechanism for collecting any necessary funds from allottees, and establish a dedicated, audited project bank account with a clear budget.
 - iii. To create a realistic, detailed timeline with milestones for each pending item and propose a system for regular progress reporting to the Authority.
 - iv. To outline the strategy for engaging new developer, contractors and vendors and ensure all required licenses and permissions from relevant

- authorities (e.g., municipal, fire, environmental) are obtained or actively pursued.
- v. To establish clear communication protocols among the Society, Promoters, allottees, and the Authority, ensuring regular updates on progress, finances, and challenges.
 - vi. To confirm adherence to all building codes, safety, and environmental regulations, and propose an internal mechanism for resolving any disputes to prevent delays.
- h. Directing the Society and the Promoters to submit a roadmap directly serves this purpose by providing a clear path to project completion and safeguarding allottee investments. The Authority's directive under Section 8 is not merely a procedural step but a crucial regulatory mechanism to actively facilitate the completion of stalled projects. By compelling the Society and promoters, which represents the collective interests of the allottees and Society's expressed desire to complete the project, to formalize a roadmap, the Authority ensures accountability and a tangible plan for project revival. This proactive approach demonstrates the Authority's commitment to moving beyond mere dispute adjudication to actively ensuring project delivery and protecting the financial interests of homebuyers.
- i. In view of the project's lapsed status, the persistent failure of the promoters to complete the development, and the clear expression of intent by the Society, Puja Heights Co-operative Housing Society Limited (Complainant at Sr. No. 37) to assume responsibility for project completion, the Authority concludes that the Society is indeed entitled to relief under Section 8 of the Act. This entitlement, however, is inextricably linked with the corresponding obligation to act diligently and responsibly as a promoter for the completion of the project.
- j. Accordingly, the Society, Puja Heights Co-operative Housing Society Limited (Complainant at Sr. No. 37) and the promoters are hereby directed and ordered to file an affidavit separately by way of a detailed road map towards completion of the project before the Secretary MahaRERA, within a period of 45 days from the date of this order.

- k. Failing which, the Society and promoters shall be liable for penalty under Section 61 (for contravention of provisions of the Act, Rules or Regulations) and Section 63 (for failure to comply with orders of the Authority) of the Act. These penalties may include imposition of penalties up to five percent of the estimated cost of the project, and a daily penalty for continued non-compliance, respectively, as established in similar cases.
- l. Furthermore, it is explicitly directed that, in the event the Society proposes to undertake the development of the project on its own or appoints a new competent developer, the Society or such new competent developer, upon stepping into the shoes of the erstwhile promoter, shall be bound by all prior commitments, agreements for sale, and rights of allottees as created by the respondent no. 1 (Puja Developers) and the existing promoter (C G Housing Infra Pvt. Ltd.). No change in promoter shall prejudice the lawful interests or contractual entitlements of the allottees. This statutory obligation serves as a crucial safeguard against the disruption of consumer rights and ensures continuity in the project, in consonance with the object and purpose of the Act.
- m. This comprehensive directive transforms the Society from a passive victim to an active participant with legal obligations. The explicit threat of penalties underscores the Authority's resolve to enforce compliance and ensure project completion. By making any new developer or the Society itself bound by prior commitments, the Authority protects allottees from further uncertainty or renegotiation of their original agreements, thereby maintaining the sanctity of RERA-registered commitments.
- n. In view of the above, the **complaint at Sr. No. 37 stands disposed of** with above directions and thus the **issue at para no. 12(A)** is answered accordingly. The Secretary, MahaRERA, is directed to place the project registration number under abeyance, block access to the project registration on the MahaRERA portal and take custody of all returns filed until a clear and definitive roadmap for the completion of the project is established to the satisfaction of the Secretary, MahaRERA, the promoters shall not advertise, market, book, sell, offer for sale, or invite any person to purchase any apartment in the project in any manner whatsoever.

- o. The promoters are restrained from creating any third-party rights in the project, including by way of advertisement, marketing, booking, execution of agreement for sale, or any other means of transfer or encumbrance, until further orders.
 - p. Further, this order shall be prominently displayed on the MahaRERA website under the project registration.
14. In order to examine the issue framed at **para No. 12(B)** pertaining to reliefs claimed under section 18 of the Act by complainants at Sr. Nos. 1, 6, 9, 11, 12, 15, 17, 18, 21, 23, 25, 27, 28, 31, 32, 34, and 36 for possession along with interest and by complainants at Sr. No. 38 for refund along with interest. The Authority shall examine section 18 of the Act which is reproduced hereunder:
- “18. (1) If the promoter fails to complete or is unable to give **possession** of an apartment, plot or building, –*
- (a) in accordance with the **terms of the agreement for sale** or, as the case may be, duly completed **by the date specified therein**; or*
 - (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, **in case the allottee wishes to withdraw from the project**, without prejudice to any other remedy available, **to return the amount received by him** in respect of that apartment, plot, building, as the case may be, **with interest at such rate as may be prescribed in this behalf including compensation** in the manner as provided under this Act:*
- Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.**”*
15. 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.
16. Upon the occurrence of such failure or inability, Section 18(1) grants the allottee a fundamental choice. 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.

17. 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.
18. The project is clearly established to be incomplete and lapsed. Significantly, the OC has not been obtained by the promoter, and the project's extension application is pending compliance, with the sought extension period having already expired. 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) or Allotment Letters (AL) for individual complainants, that date shall be considered the promised delivery date. However, where the promised date of possession is not mentioned in the agreement for sale/allotment letter in those cases, the date of possession shall be that which is mentioned on the MahaRERA project registration webpage. Accordingly, for the complaint at Sr. No. 38, the allotment letter does not mention the date of promised possession and for complaint at Sr. No. 34, the AFS does not mentioned the promised date of possession. In the absence of such a date, the extended date of possession declared by the promoter on the Authority's website, i.e., 30.06.2023, shall be considered the relevant date for assessing delay. This date was declared by the

promoter while seeking project registration and shall be treated as the applicable completion date. The proposed date of possession shall not apply in this case, as the allotment letter and AFS was executed post the project completion date (PCD), specifically on 29.07.2022 and 01.03.2021 respectively.

19. 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 (or extended date in present case) date of completion.
20. 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. 1, 6, 9, 11, 12, 15, 17, 18, 21, 23, 25, 27, 28, 31, 32, 34 and 36 are entitled for possession along with interest and complainants at Sr. No. 38 is entitled for refund along with interest, from the date as more specifically mentioned herein below in para No. 21. Thus, **the issue at para No. 12(B) is answered in affirmative.**
21. The following table outlines the computation of interest in respect of the relief granted under the Act.

SR. NO.	COMPLAINT NO	WING/ FLAT NO.	DATE OF AFS/AL	POSSESSION DATE PROMISED	RELIEFS IN BRIEF	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
1.	CC006000000195071	B-1501	21.12.2017 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
6.	CC006000000396103	B-2001	25.02.2019 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
9.	CC006000000396108	B-602	07.01.2019 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
11.	CC006000000396122	B-1301	21.09.2017 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC

SR. NO.	COMPLAINT NO	WING/ FLAT NO.	DATE OF AFS/AL	POSSESSION DATE PROMISED	RELIEFS IN BRIEF	INTEREST TO BE PAID FROM	INTEREST TO BE PAID TILL
12.	CC006000000396134	B-2002	12.07.2021 (AFS)	31.12.2022 (as per AFS)	possession + interest	01.01.2023	handover of possession with OC
15.	CC006000000396151	B-1302	21.09.2017 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
17.	CC006000000396156	B-1202	23.01.2018 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
18.	CC006000000396165	B-601	08.03.2018 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
21.	CC006000000396175	B-1602	11.10.2018 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
23.	CC006000000396178	B-801	05.08.2017 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
25.	CC006000000397009	B-1102	18.04.2018 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
27.	CC006000000397125	B-1101	21.06.2017 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
28.	CC006000000397522	B-701	21.06.2018 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
31.	CC006000000397526	B-702	21.06.2018 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
32.	CC006000000408116	B-402	09.05.2018 (AFS)	31.03.2019 (as per AFS)	possession + interest	01.04.2019	handover of possession with OC
34.	CC006000000408368	B-2201	01.03.2021 (3 rd AFS)	No date mentioned in 3 rd AFS 30.06.2023 (ECD in absence)	possession + interest	01.07.2023	handover of possession with OC
36.	CC006000000428718	B-1701	09.09.2021 (AFS)	31.12.2022 (as per AFS)	possession + interest	01.01.2023	handover of possession with OC
38.	CC12500978	A-2101	29.07.2022 (AL)	30.06.2023 (ECD in absence)	refund + interest	01.07.2023	Till realisation of amounts

22. With respect to the payment of interest to the complainants at Sr. Nos. 1, 6, 9, 11, 15, 17, 18, 21, 23, 25, 27, 28, 31, and 32, 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. This is because the promised dates of possession in these cases were well before the onset of the COVID-19 pandemic. Furthermore, for complainants at Sr. Nos. 12, 34, 36, and 38, the promoter likewise cannot avail of the benefit of the "*moratorium period*" since their respective agreements for sale were executed in the years 2021 and 2022 – after the outbreak of the pandemic. At the time of executing the agreements in the above complaints at Sr. Nos. 12, 34, 36, and 38, the promoter was fully aware of the ongoing impact of the COVID-19 pandemic and nonetheless committed to possession dates in 2022 and

2023. Therefore, the promoter is not entitled to claim the benefit of the moratorium period in these complaints as well.

23. Regarding the payment of accrued interest, it is hereby directed that this shall occur at the time of handover of possession with OC, or upon the obtainment of the OC, whichever is earlier. The Authority's primary objective, in alignment with the Act, is to ensure the completion of the project and the ultimate delivery of homes to allottees. Directing immediate interest payments from the promoters at this juncture could severely hamper the project's completion by diverting essential funds, especially when the housing society itself is contemplating to complete the project by invoking section 8, thereby undermining the paramount goal of providing possession. While the allottees' right to interest is acknowledged as a legitimate liability, its enforcement during the project's critical completion phase is deemed counterproductive to their overarching interest in receiving their homes.

FINAL ORDER

24. In view of the observations hereinabove, the following order is passed:
- A. The complaint at **Sr. Nos. 2 to 4 and 39 are dismissed** on the above-mentioned grounds.
 - B. The complaints at **Sr. Nos. 40 to 43 are dismissed** for lack of jurisdiction and absence of locus standi for the reasons as mentioned above.
 - C. The complaints at **Sr. Nos. 5, 7, 8, 10, 13, 14, 16, 19, 20, 22, 24, 26, 29, 30, 33, and 35, are disposed of** by directing the Registry, MahaRERA to transfer them to the Adjudicating Officer, MahaRERA, for adjudication on compensation.
 - D. The **complaints at Sr. Nos. 1, 6, 9, 11, 12, 15, 17, 18, 21, 23, 25, 27, 28, 31, 32, 34, 36 and 38 are allowed** and the complainants at Sr. Nos. 1, 6, 9, 11, 12, 15, 17, 18, 21, 23, 25, 27, 28, 31, 32, 34 and 36 are entitled for possession along with interest and complainants at Sr. No. 38 is entitled for refund along with interest from the date as mentioned in the table at para No. 21 hereinabove.

- E. 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. 21** 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**'
- F. 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, 6, 9, 11, 12, 15, 17, 18, 21, 23, 25, 27, 28, 31, 32, 34 and 36 herein at the time of handover of possession with OC/completion certificate.
- G. Regarding the payment of accrued interest, it is hereby directed that this shall occur at the time of handover of possession with OC, or upon the obtainment of the OC, whichever is earlier for complaints at Sr. Nos. 1, 6, 9, 11, 12, 15, 17, 18, 21, 23, 25, 27, 28, 31, 32, 34 and 36 and for complaint at Sr. no. 38 all amounts to be refunded along with accrued interest within 30 days from the date of this order.
- H. The **complaint at Sr. No. 37 is disposed of** with direction to both the society and the promoter to file an affidavit separately by way of a detailed roadmap outlining plan along with further course of actions for completion of the project as more specifically mentioned in para-No. 13(g) hereinabove, with the Secretary, MahaRERA, within 45 days. Failing which, the Society and promoters shall be liable for penalty under Section 61 and Section 63 of the Act. This roadmap can involve the Society undertaking the remaining development itself or appointing a new competent developer.
- I. The Secretary, MahaRERA, is directed to place the **project registration number P51800000603 under abeyance**, block access to the project registration on the MahaRERA portal and take custody of all returns filed till date after reviewing their completeness and accuracy.

- J. The promoters shall not advertise, market, book, sell, offer for sale, or invite any person to purchase any apartment in the project in any manner whatsoever.
- K. The promoters are restrained from creating any third-party rights in the project, including by way of advertisement, marketing, booking, execution of agreement for sale, or any other means of transfer or encumbrance, until further orders.
- L. Further, this order shall be prominently displayed on the MahaRERA website under the project registration.
- M. No order as to cost.

Manoj Saunik
Chairperson, MahaRERA