

**Complaint No. CC005000000085621 and 3 Other Complaints
BEFORE THE MAHARASHTRA REAL ESTATE REGULATORY
AUTHORITY, MUMBAI**

1. Complaint No. CC005000000085621

Rakesh Narendra Dhopte ... Complainant

Versus

Pranay Shingi ... Respondent

Along with

2. Complaint No. CC005000000106455

Shuvashankar Dutta ... Complainant

Versus

Pranay Shingi ... Respondent

Along with

3. Complaint No. CC005000000258941

Mayank Shankar ... Complainant

Versus

Mr Ravikant Bhaskar Jagtap
SSG Realty & Infra LLP ... Respondent

Along with

4. Complaint No. CC005000000259027

Prashant Ganesh Bawaskar ... Complainant

Versus

SSG Realty & Infra LLP ... Respondent

MahaRERA Project Registration No. P52100002391

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

The complainants appeared in person.

Ld. Ad. Nilesh Borate appeared for the respondents.

ORDER

(Thursday, 20th June 2024)

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(Through Video Conferencing)

1. The complainants above named have filed these 4 separate online complaints before the MahaRERA on 15-01-2022 (Sr. No. 1), on 06-01-2022(Sr. No. 2), on 30-05-2023 (Sr. No. 3) and on 16-06-2023 (Sr. No. 4) seeking directions from MahaRERA to the respondent - promoter to handover possession along with interest and compensation for delay as prescribed under the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as 'RERA') in respect of booking of their respective flats (as mentioned in the table below) in the respondent - promoter's registered project known as "**SUBURBIA ESTATE PHASE 1**" bearing MahaRERA registration No. **P52100002391** located at Loni-kand, Taluka Haveli, Dist. Pune.
2. These complaints were heard by the MahaRERA on several occasions and finally on 22-02-2024 as per the Standard Operating Procedure dated 12-06-2020 issued by the MahaRERA for hearing of complaints through Video Conferencing. Both the parties have been issued prior intimation of this hearing. On the said dates of hearings, the parties have appeared as per their appearances recorded in the Roznamas and made their respective submissions. The MahaRERA heard the submissions of the parties as per their appearances and also perused the available record.
3. After hearing the argument of both the parties, the following Roznama was recorded in these complaints on 22-02-2024 -
22-02-2024: "Both the parties are present. The complainants have filed these complaints for possession along with interest and compensation for delay. The details of the allotments of the complainants have already been recorded in the Roznama dated 09-08-2023. The respondent has filed its reply to these complaints. The complainants have added M/s. SSG Realty and Infra Private Limited as party respondents in these complaints (wherever applicable). As

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the dates of possession given in the agreements for sale expired long ago, the complainants have filed these complaints for possession along with interest and compensation for delay. The respondent has pointed out the difficulties in completion of the project and contends that due to financial issues and Covid -19 pandemic the project got delayed. The respondent has further contended that it has applied for extension of the project registration and has also obtained a new investor for completion of the project, which is likely to be completed by this year. The respondent has further pointed out that its reply may be treated as its written submissions. The complainants are granted one week's time i.e. till 29-02-2024 to file their written submissions in these complaints. The respondent may file additional submissions, if need be, by the said date. Accordingly, all these complaints are reserved for orders suitably after 29-02-2024 based on the arguments of both the sides in the hearings as well as reply, rejoinder and written submissions filed in these complaints."

4. However, despite specific directions issued by the MahaRERA, the respondent as well as the complainants have not uploaded any written submissions on the record of MahaRERA. Hence the MahaRERA has perused the available record.
5. The complainants by filing these 4 separate online complaints have prayed for possession along with interest and compensation for delay. The details of the flats booked by them, dates of agreements for sale, dates of possession, total consideration and consideration paid are as per the table given below -

Complaint No. Complainant's name.	Details of the Flat Booked	Date of Agreement for Sale Date of Possession	Total Consideratio n Consideratio n Paid
CC00500000008	D407	11-01-2016	Rs.

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<p>5621 Rakesh Narendra Dhopte</p>		<p>As per clause 10.1 - within a period of 30 months from the date of receipt of plinth checking certificate i.e. 4-12-2015 (as per webpage information uploaded on MahaRERA website) which comes to 4-06-2018.</p>	<p>29,80,600/- More than 90%</p>
<p>CC00500000010 6455 Shuvashankar Dutta</p>	<p>flat no. 1001, block B</p>	<p>20-08-2018 August 2019 (as per complainant - not uploaded AFS)</p>	<p>28,52,169/- (as per Index II) Not mentioned.</p>
<p>CC00500000025 8941 Mayank Shankar</p>	<p>Flat No.701(Supreme B) on the Tenth Fifth Floor in 'C' Wing</p>	<p>28-09-2018 On Or Before August 2019 (AFS not uploaded)</p>	<p>Rs.29,35,314/ - Rs. 28,44,229/-</p>

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CC00500000025 9027 Prashant Ganesh Bawaskar	Flat No.507 on the Second Floor in 'A' Wing	09-10-2017 On or Before August 2019	Rs.25,07,412/ - Rs. 22,96,542/-
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6. It is the case of the complainants that the complainants purchased their respective flats in the respondent's said project vide registered agreements for sale for which they have substantial amounts to the respondents, as mentioned in the table hereinabove. The complainants at sr. no. 1 submitted that he booked the said flat under PNB-Subvention scheme-"No EMI Till Possession". Accordingly, the respondent had paid Pre-EMI's till March 2020, however later on has stopped to reimburse by saying he will pay the remaining from April 2020 till possession. The complainants at sr. nos. 3 and 4 submitted that, relying on the respondent's positive representations, promises and assurances; the complainants not only entered into the said agreement with the respondent but also, availed loan from the Bank, which the respondent was specifically aware about. The respondent had informed the complainant about handover of the possession of the said flats as mentioned hereinabove, however, it has miserably failed to handover the possession of the said flat till date and thereby has failed to comply with the terms and conditions and obligations arising out of the said agreement. The complainants kept on approaching the respondent for the possession of their flat. However, the respondent only gave him false promises and assurances. The complainants kept waiting patiently to hear positive news from the respondents but the respondent has now started avoiding the complainants. The complainants were further shaken to know that the respondents had sought extension of registration of the said project on MahaRERA website and mentioned the revised proposed date of completion as 10-08-2019 and further as 30-04-2023. However, as per RTI sought on the current extension from RERA it was fabricated falsely by the respondent. It

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was further submitted by the complainants that the respondent was not putting enough efforts and capital for completing the development and was not serious enough to abide by his commitment. The respondent has mentioned on the MahaRERA website that there is a litigation related to the said project. However, this fact was not disclosed to the complainants by the respondents. Inordinate delay has led further to increasing financial burden and anxiety. The complainants are entitled to possession and compensation as per the provisions of the RERA and the respondents is liable for the same. The complainants further stated that the cause of action arose when the agreement for sale was executed between the complainants and the respondents. It further arose when the complainants sought extension from MahaRERA to complete the said project till 30-04-2023. The said project of the respondent is registered with RERA as an ongoing project. As per the details entered into the website by the Partnership firm, the development of the project is not completed. Further, the OC is yet to be issued in respect of the project. The complainants additionally submitted that the respondent has misused all the funds of the said project and hence the said project was hampered grievously. Therefore, being aggrieved by the actions of the respondents, the complainants have filed these complaints before the MahaRERA seeking possession along with interest and compensation as per the provisions of the RERA. The complainant at sr. no. 1 additionally prayed for payment of Pre-EMIs till possession and to direct the respondent to sort the mortgage loan of SICOM and free the said project from loan and for MahaRERA to validate the misuse of the said project's funds

7. The complainants at sr. nos. 1, 3 and 4 have uploaded synopsis on 29-05-2023, on 25-06-2023 and on 07-07-2023 respectively on the record of the MahaRERA wherein the complainants submitted that the respondent had maliciously signed MOU with few buyers in 2019 and committed to handover the possession in 2020, however, it has failed to do so. Further, the respondent

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was wrongfully claiming financial crisis for delaying project whereas the builder had received 90% funds from the buyers. FIR is already registered vide FIR No (Section 420/34)-1024, Lonikand Police Station against the respondent. Furthermore, the respondent has misused MahaRERA rules using the pandemic crisis to extend or delay the said project. However, the possession of project was committed (as per agreement) in August-2018 and 2019 however both the dates doesn't fall in the pandemic period. The respondent was updating all false data on the RERA portal and misleading RERA in several ways by submitting wrong self-declaration regarding the project completion however project is delayed as per construction till date. As per the complainant's submissions, the respondents have utilized only 30 to 35 crores out of 85 crores in the said project. Further, the respondent has misused the amount somewhere else. However, respondent had received 62 crores from the allottees and 23 crores from SICOM (financial firm) as a loan.

8. The complainants at sr. nos. 1, 3 and 4 have also uploaded their rejoinders on 24-12-2023, 29-11-2023 and 22-11-2023 respectively on the record of the MahaRERA, wherein the complainants have reiterated the submissions as mentioned hereinabove. In addition to the same, the complainants submitted that the respondent is non-cooperative with the association as well and there was no progress in the said project. Last extension granted to the said project violated the RERA, as the granted extension was without 51% consent from allottees and it has been proved by the RTI document of extension. Therefore, the complainants requested the MahaRERA to institute an inquiry into its finances.
9. The respondent on 10-01-2024 uploaded its written submissions in Sr. Nos. 1, 2 and 4 and on 17-01-2024 in the complaint at Sr. No. 3 on the record of the MahaRERA refuting the contentions of the complainants. It has stated that no cause of action has ever arisen to them to file these complaints. Thus, the

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present complaints are liable to be dismissed. The allottees of the said project have formed an Association of allottees viz "Suburbia Buyers Association" and the said association had filed a complaint bearing no. CC005000000258939 against the respondent seeking relief for the direction to the respondent to complete the said project subsequent to which, various meetings were held between the said association and the promoter wherein coordinational discussions led to the project's completion. Moreover, consent terms were also exchanged between the parties. If the said Association approached MahaRERA by filing these complaints, then in the said event the complainant has no right to file any individual complaint. Hence on the said ground, these complaints are liable to be dismissed. The complainants at sr. nos. 1 and 2 have filed complaints against the respondent namely Mr. Pranay Shingi in his individual capacity whereas the agreement has been executed by "M/s S.S.G. Realty and Infra LLP - A Partnership Firm" with the complainants and not by Mr. Pranay Shingi and its partners in their individual capacity. Thus, these complaints are not maintainable on the ground of misjoinder of party and non-joinder of the necessary party as a respondent in these present complaints i.e. M/s S.S.G. Realty and Infra LLP. Furthermore, the complainants at sr. nos. 3 and 4 have filed their complaints against the respondent, namely M/s S.S.G. Realty and Infra LLP and have not made partners of the said firm as a party. It is settled law that the partnership firm has no legal entity. The said complainants should have filed the present complaints against the partner through its partnership firm. However, in the said complaints, the same has not been followed by the complainants. It is a partner on behalf of the said partnership firm that has executed their agreement for sale. Thus, the said complaints are not tenable on the grounds of maintainability. The respondent further submitted that the complainants at sr. nos. 1 and 2 have purchased their respective flats jointly. However, the complainant has not made other owner as a party complainant as per the definition of "allottee". Hence, the complaints at sr. nos. 1 and 2 deserve to be dismissed on the ground of non-joinder of necessary party.

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Furthermore, while filing these complaints, the complainants have not mentioned their concise facts i.e. Building No/ Wing No/ Unti No./ Total consideration value, money paid till date, date of allotment or Booking, Date of agreement, date of possession in the agreement etc. and on the said ground also, the present complaints are liable to be dismissed with cost as per RERA circular dated 23-10-2019-Order no.11. Further, the nature of the complaints which have been uploaded by them is not as per form A which is prescribed under Rule 6 of recovery of interest, penalty, compensation, fine payable, appeal etc. However, they have not specifically mentioned the details in respect of agreement, consideration etc. The respondent submitted that the complainants at sr. nos. 1 and 2 have not asked for specific reliefs. Hence section 18 of the RERA is not applicable in the said complaints. The complainants at sr. nos. 1 and 2 have not made any payment to the personal account of the respondent. Hence the complaint cannot be entertained against the respondent. The complainants at sr. nos. 1 and 2 have not mentioned the date of agreement and possession date. Hence no cause of action has arisen to file these complaints against section 18 of the RERA. Further, the complainants at sr. nos. 3 and 4 have not even been filed with any supporting documents like payment receipts which establish that the respondent has failed to comply according to the agreement. It was submitted by the respondent that the delay has been caused due to the reasons beyond the control of the respondent and most of the allottees including the complainants at sr. nos. 3 and 4 have not paid due amounts to the respondent as per the slabwise payment mentioned in their respective agreements. The respondent from time to time informed the reasons for delay in the said project. Hence the complainants cannot have a grudge on the same. The complainant are asking interest for delayed possession and if majority of allottees ask for such reliefs, it will jeopardise the said project. Hence, the respondent prayed for dismissal of these complaints.

10. The complainants at sr. no. 1 have also uploaded their applications to modify

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the promoter name on 20-02-2024, wherein the complainant has added S.S.G Realty and Infra LLP, Abhisky Rikriti Projects, Prakash Shingi, Sushil Ghule, Saurabh Ghule as respondents.

11. The MahaRERA has examined the rival submissions made by both the parties and also perused the available record. By filing these complaints, the complainant allottees are mainly seeking relief under section 18 of the RERA towards possession of their flats along with interest and compensation on account of the delay caused by the respondent in handing over the possession of their flat on the agreed date of possession mentioned in the said agreements for sale executed on various dates as mentioned in the aforesaid para no. 5. The complainant at sr. no. 1 has also sought for additional prayer with regard to the reimbursement of Pre-EMIs under the subvention scheme opted by him at the time of booking of the said flat from April, 2020 till the date of possession of the said flat to him.
12. The complainants have mainly contended that they are seeking such reliefs under section 18 of the RERA by virtue of their respective agreements for sale signed with the respondent on the ground that the project is inordinately delayed. They further contended that as per the registered agreements for sale, the respondent was liable to handover possession of the said flats to them on various dates as mentioned in the aforesaid table at para no. 5 above. However, the possession has not been given to them. The complainants have also contended that the respondent has failed to complete this project on the extended revised completion date of this project i.e. 30-04-2023 mentioned on the MahaRERA website. Also, although it has contended that the project got delayed mainly due to pending litigation, it has failed to disclose the same on MahaRERA website. Also, it has misused the funds received from the allottees of this project. Hence, they are seeking such reliefs as sought for in these complaints under section 18 of the RERA. To support their contentions, the

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complainants have also submitted the copies of their respective agreements for sale (except in sr.nos. 2 and 3).

13. The respondent promoter on the other hand has resisted the claims of the complainants by filing its reply on record of MahaRERA. It has mainly raised technical issues with respect to these complaints (as applicable) filed by the said complainant allottees. It has stated that the complainants have not uploaded the copies of the said agreements for sale (as applicable) to substantiate their claims under section 18 of the RERA. Furthermore, they have also not joined the respondent's firm as party respondent (with whom they have signed the agreement for sale) / its partners to these complaints (as applicable) and few of the complainant-allottees have not joined the co-owner as party to the complaint (sr. no. 4). Hence, these complaints are liable to be dismissed mainly on the ground of non-joinder/ misjoinder of parties.
14. As far as the aforesaid technical issue raised by the respondent for joining of the partners of the respondent's firm/non-joinder of the respondent's partnership firm (viz. M/s. SSG Realty & Infra LLP) as party in these complaints, the MahaRERA is of the view that although the said agreements for sale have been signed by the partner of the respondent's firm however, the same is done on behalf of the said partnership firm itself being authorised signatory. Moreover, it is a settled law that the partnership firm is responsible for all acts, things done by its partners and vis-a-vis all partners are jointly and severally liable for any act done on behalf of the partnership firm. In addition to this, the said firm viz. M/s. SSG Realty and Infra LLP has registered this project with the MahaRERA under the provisions of the RERA and these complaints have been filed in the said registered project. Hence, even if the complainants have joined the said partnership firm/its partner as respondent in these complaints, however, the said firm represents all its partners. As far as the other issue of non-joinder of the co-purchasers (wives of the

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complainant) as party to the complaint(as applicable), the MahaRERA is of the view that it is settled principle of law that the husband and wife are one legal entity. Even, on bare perusal of the Index-II uploaded by the complainant, it appears that the said complainant is the first purchaser and hence he has locus to file the said complaint on behalf of the co-purchaser. Hence, the MahaRERA does not find any merits in the said technical issues raised by the respondent.

15. As far as another issue raised by the respondent about the formation of association of the allottees in this project and the settlement done with the said association in the year 2019, the MahaRERA is of the view that the formation of association in the project would not bar the complainants-allottees from agitating their individual claims under section 18 of the RERA by filing these complaints. In this regard, it is pertinent to note that the Hon'ble Appellate Tribunal in its judgement and order dated 5-04-2022 passed in AT006000000042069 filed by the said Rising City Ghatkopar Association has held (in para no. 11) that an individual claim has to be redressed by the individual allottee. Hence, the MahaRERA does not find any merits in the said submission made by the respondent.
16. As far as the other issue raised by the respondent about non submission of the relevant document mainly the copies of agreements for sale (as applicable), the MahaRERA has perused the available record. On bare perusal of the record, it appears that the complainants although have raised these complaints under section 18 of the RERA, however, they have not uploaded the mandated document under section 18 of the RERA viz. the copies of agreements for sale on record of MahaRERA. However, they have submitted only few pages of the said agreements for sale such as Index-II of the said agreements. Even, the respondent although has relied upon the said agreements for sale in its reply, it has also submitted the relevant pages of the said agreements for sale.

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Moreover, the respondent although has raised the said technical issue about the submission of the agreements for sale by the said complainant-allottees, however, it has also failed to submit any cogent documentary proof on record of MahaRERA to show that the said dates of possession mentioned by the complainants in their respective complaints (as per the dates mentioned in the aforesaid table at para-no.5) are incorrect. It shows that the respondent although has raised such technical issues with respect to the said complaints, however, it has neither denied the execution of the said agreements for sale nor has denied the said dates of possession mentioned in the said agreements for sale by the said complainants. Hence, merely on the said technical ground, the MahaRERA cannot simply reject any claim of the said complainants under section 18 of the RERA. Hence, the MahaRERA holds the dates of possession agreed by the respondent to the said complainants as per the table mentioned in the aforesaid para no. 5.

17. Be that as it may, in the present case, the MahaRERA has noticed that the respondent has cited number of mitigating circumstances due to which the project got delayed such as non-payment of outstanding dues by the allottees of this project. However, the said reasons of delay cannot be considered as a plausible explanation or reason as the same does not fall within the force majeure events. Even, the respondent although has committed the date of possession to the complainants as June, 2018 (sr no. 1 i.e. 30 months from the date of plinth certificate i.e. 4-12-2015) / August, 2019 (in complaints at sr. nos. 2,3 and 4), it has failed to fulfil its commitment. It shows that the respondent has violated the provisions of section 18 of the RERA. Hence, the said complainants are entitled to seek reliefs as sought for in their complaints.
18. In this regard, it is necessary to peruse the provision of section 18 of the RERA, which reads as under:

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“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 allottee, 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.”

19. Likewise, in the present case, as stated hereinabove, the respondent has failed to handover possession of the flats to the complainants on the agreed date of possession of the flats to the complainants as per the dates mentioned in the aforesaid table at para no. 5 above. It shows that the respondent has violated the provisions of section 18 of the RERA. Hence, the complainants are entitled to seek reliefs under section 18 of the RERA.
20. As far as the delay which occurred in the project, the respondent has contended that the same is due to financial difficulties and due to non-payment of outstanding dues by the allottees etc. In this regard, it is pertinent to note that the issue of financial difficulties cited by the respondent, does not give any plausible explanation as the same does not fall within the purview of the force majeure events. As a promoter, having sound knowledge in the real estate sector, the respondent promoter was fully aware of the market risks when it has launched the project and signed the agreement with the home

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buyers. Hence, it should have taken utmost care about its financial strength for implementing the project at the relevant time. Hence, after taking over such project now it cannot raised such issues about the financial difficulties at such a belated stage. Hence, the MahaRERA prima facie is of the view that the respondent has violated the provisions of section 18 of the RERA. Hence, the respondent is liable to pay interest on account of delay in handing over possession of their flats with occupancy certificate/completion certificate.

21. As far as the relief sought by the complainant at sr. no. 1 about the reimbursement of the Pre-EMIs paid by him under the subventions scheme, the MahaRERA is of the view that the MahaRERA has no jurisdiction to try and entertain the disputes arising out of the tri-partite agreement(or any other document) signed by the parties under the subvention scheme. However, it is for the appropriate civil court to deal with such issues. Further, there are number of orders issued by the MahaRERA in various complaints filed by the allottees of different projects seeking reliefs under such tripartite agreement which have been rejected. Hence, in this case also the MahaRERA cannot take any divergent view and grant reliefs sought by the complainants. Hence, the MahaRERA is not inclined to grant any reliefs to the said complainants with respect of the reimbursement of Pre-EMI/direction to the respondent to pay the Pre-EMI as sought by the said complainant at sr. no.1.
22. As far as the other issue raised by the complainants (as applicable) about sorting out/closing of the loan borrowed by the respondent from SICOM, the MahaRERA is of the view that the said issue has already been dealt with by the MahaRERA vide an order dated 11-12-2023 passed in Complaint No. CC005000000258939 filed by association of the allottees formed in this **project** i.e. 'Suburbia Buyers Association'. Hence, no further direction is required to be issued by the MahaRERA in this regard. Moreso, as observed in the said order, the said issue is common sort of relief and the complainant by filing

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these individual complaints cannot agitate the same.

23. As regards the claim of the complainants (as applicable) towards compensation sought by them under section 18 of the RERA, the MahaRERA is of the view that since the said complainant-allottees are willing to remain in the project and to have possession of their flats, they are entitled to seek interest on account of the delay. Hence, their claim towards the compensation stands rejected.
24. In the present case, as stated hereinabove the validity of the project registration granted by the MahaRERA has lapsed on 30-04-2023. The respondent has uploaded form 4 (architect certificate) / occupancy certificate on record of MahaRERA. The respondent promoter has also filed extension application before the MahaRERA on 4-11-2023. The same is pending for consideration before the MahaRERA. Further, the association of allottees formed in the project viz. Suburbia Association Trust has also filed a complaint bearing No. CC005000000290242 before the MahaRERA on 30-01-2024 seeking revocation of the project registration granted in favour of the respondent promoter. Both the matters such as extension application filed by the respondent promoter and the complaint filed by the association of allottees are clubbed together and have been placed for hearing before the appropriate bench of MahaRERA. The said proceeding will take its on recourse under the law. However, the rights of the complainants herein being the allottees of this project shall remain protected in this project. Needless to state here that whatever order which will be passed in the said matter will be binding upon all the parties concerned including these complainants.
25. In view of the above, the following order is passed:
- a. All these complaints are partly allowed.
 - b. The claim of compensation sought by all the complainants stands rejected in view of the observations made in aforesaid para-no.23.

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- c. The respondent promoter is also directed to pay interest for the delayed possession to the complainants on actual amounts paid by the said complainants towards the consideration of the said flats at the rate of SBI's Highest Marginal Cost Lending Rate (MCLR) plus 2% as prescribed under the provisions of section-18 of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, for every month of delay from the agreed dates of possession mentioned in their respective agreements for sale till the actual date of possession of the said flats to the said complainants with the occupancy certificate.
- d. Needless to state here, that the actual amount as provided under section 18 of the RERA means the amounts paid by the complainants towards the consideration of the said flats only, excluding the stamp duty, registration charges and taxes etc. paid to the government.
- e. However, in view of the mitigating circumstances beyond the control of the respondent promoter and also to ensure that the said project is not jeopardised due to the outflow of finances and is completed keeping in mind the interest of the other buyers of the said project at large, the amount of interest payable by the respondent to the complainants be paid after obtaining full occupancy certificate. The respondent promoter is at liberty to adjust the said amount of interest payable by it to the complainants with the consideration amount payable by the said complainant (if any) with interest, at the time of possession and the balance amount if any payable by either party be paid at the time of possession.
- f. With regard to the payment of interest to all the complainants, the MahaRERA further directs that the respondent promoter and complainants are entitled to claim the benefit of "moratorium period" as mentioned in the Notifications/ Orders nos. 13 and 14 dated 2nd April 2020, 18th May 2020 and 6th August, 2021 issued by the MahaRERA and the Notification/ Order which may be issued in this regard from time to time.

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26. With these directions, all 4 complaints stand disposed of.

Mahesh Pathak
(Mahesh Pathak)

Member - 1/MahaRERA

