

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

1. Complaint No. CC006000000057985

Mr. Rakesh Raval

.... Complainant

Versus

M/s. Pantan Infraa Pvt. Ltd.

M/s. Housing Development and Infrastructure Limited

.....Respondents

Project Registration No. P99000013139

Along with

2. Complaint No. CC006000000057995

Miss. Meenaz Ahmed

.... Complainant

Versus

M/s. Pantan Infraa Pvt. Ltd.

M/s. Housing Development and Infrastructure Limited

.....Respondents

Project Registration No. P99000013139

Along with

3. Complaint No. CC006000000058010

Mr. Sandeep Divekar & Mrs. Supriya Divekar

....Complainants

Versus

M/s. Pantan Infraa Pvt. Ltd.

M/s. Housing Development and Infrastructure Limited

.....Respondents

Project Registration No. P99000013139

Along with

4. Complaint No. CC006000000058083

Mr. Nitesh Kotian

Mrs. Preeti Kotian

.... Complainant

Versus

M/s. Pantan Infraa Pvt. Ltd.

M/s. Housing Development and Infrastructure Limited

..... Respondents

Project Registration No. P99000013139

Chet

Along with
5. **Complaint No. CC006000000058102**
Mr. Pritam Singh Complainant
Versus
M/s. Pantan Infraa Pvt. Ltd.
M/s. Housing Development and Infrastructure Limited Respondents
Project Registration No. **P99000013139**

Along with
6. **Complaint No. CC006000000078209**
Mr. Omprasad Rane Complainant
Versus
M/s. Pantan Infraa Pvt. Ltd.
M/s. Housing Development and Infrastructure Limited Respondents
Project Registration No. **P99000013139**

Along with
7. **Complaint No. CC006000000079424**
Mr. Pawan A. Pandey Complainant
Versus
M/s. Pantan Infraa Pvt. Ltd.
M/s. Housing Development and Infrastructure Limited Respondents
Project Registration No. **P99000013139**

Coram: Hon'ble Dr. Vijay Satbir Singh, Member – 1/MahaRERA

CA Ramesh Prabhu a/w Adv. Miti Mehta for the complainant.
Adv. Sonam Singh appeared for the respondent.

ORDER
(13th November, 2019)

1. All the above complaints have been filed by the allottees in the project registered with MahaRERA bearing No. **P99000013139** known as “**Pantan Synergy**” at Vasai-Virar, Dist-Palghar, under Section-18 of the Maharashtra Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to

as "RERA"). They are seeking directions from the MahaRERA to the respondents to handover possession of their respective flats with occupancy certificate and also to pay interest for the delayed period of possession in respect of booking of their flats in the said project of the respondents.


2. These complaints have been filed with respect to the same project and hence same were clubbed together and finally heard on 23-10-2019. During the hearings, the complainants and the respondent No. 1 promoter appeared and made their respective submissions. However, none appeared for the respondent No. 2 who is the owner of the land under the said project.
3. The complainants have argued that they had booked their respective flats in the respondents' project and the registered agreements for sale were also executed between both the parties. According to the said agreements, the respondents were liable to hand over possession of the said flats to the complainants between the year 2015 & 2016. Though the complainants have paid substantial amount towards the consideration amount, the respondents have not handed over the possession of the said flats to the complainants till date. The complainants further contended that while registering the said project with MahaRERA, the respondents have extended the revised completion date to 31-12-2019 without consent of the complainants allottees, though 92% work got completed on site in the year 2015 itself. Since then the work was stopped. However, the respondents have not communicated the reasons for the delay. Further, though 44 flats out of total 56 flats have been sold, the respondent No. 1 has failed to fulfil all conditions mentioned in the agreement for sale as provided under section 11(4) (a) and also section 18(1) of the RERA. Hence the present complaints have been filed.

4. The respondent No. 1 promoter filed his reply on record of MahaRERA and disputed the claim of the complainants and argued that there is no international delay on the part of the respondent and the project got delayed due to the government notification whereby the permissions got delayed. It further stated that it had neither made any false commitment nor failed to perform the terms and conditions of the agreement for sale as alleged by the complainants.
5. It was further stated that the respondent No. 1 is the promoter and the respondent No. 2 is the owner of the land. The respondent No. 1 agreed to purchase the FSI of Building No. 16 admeasuring 3067.16 sq. mtr. from the respondent No. 2 in the year 2011 by executing development agreement with the respondent No. 2 dated 25-08-2011. As per clause No. 7 and 22(a) of the said development agreement, the respondent No. 2 (owner) has agreed to set up the infrastructures viz., D.P. Road, Storm Water Drain, and street lights in Sector- No.-II in which the said project is part. Though the respondent No. 1 completed the work in the year 2015, the respondent No. 2 failed to complete the said work as per the agreed terms. The respondent No. 1 has time and again requested the respondent No. 2 to comply with their obligations as per the development agreement. However, no action has been taken by the respondent No. 2 to fulfil its duties. The respondent No.1 stated that, it was doing all work for which the respondent No. 2 was responsible by paying money from their own pocket. Hence , it is not responsible for the delay in this project and hence have not violated the provisions of section-18 of the RERA. Further, the revised completion date mentioned in MahaRERA website is yet to come and it is not liable to pay interest for delayed possession to the complainants. The present complaints are nothing but the abuse of process of law.

6. The MahaRERA has examined the arguments advanced by both the parties as well as the records. In the present case, admittedly, there is a registered agreements for sale executed between the complainants / allottees and the respondent / promoter in which different dates of possession were mentioned between 2015 & 2016 and till date the possession is not given to the complainants, though substantial amount has been paid by them. It shows that the respondents have violated the provisions of section-18 of the RERA. To justify the case, the respondent No. 1 has argued that the project got delayed due to the non-performance on the part of the respondent No. 2 owner in performing its duty as per the development agreement to provide the infrastructures to the said project, caused delay in obtaining various permissions from the competent authority.
7. The reason cited by the respondent No. 1 cannot be accepted at this stage. The said reasons cited by the respondents are not covered under the force majeure clause. There is no fault on the part of the complainants who have put their hard earned money for purchasing of the said flats in the respondents' project. The respondent No. 1 while executing the agreements for sale with the complainants should have taken proper steps to obtain all required infrastructures facilities for the said project.
8. Even if the factors pointed out by the respondent due to which the project got delayed are taken into consideration, there was enough time for the respondent No. 1 to complete the project before the relevant provisions of RERA came into force on 1st May, 2017. The respondent is, therefore, liable to pay interest to the complainants for delay in accordance with the provision of section-18 of the RERA.
9. In view of above facts and discussion, the respondents are directed to pay interest every month to the complainants from 1st May, 2017 till the actual

date of possession at the rate of Marginal Cost Lending Rate (MCLR) of State Bank of India (SBI) plus 2% as prescribed under the provisions of Section-18 of the RERA. Since the project is nearing completion, the payment of interest at this stage can cause further delay in the project. Hence the respondent is given the liberty to defer the payment of interest to the complainants till the time of possession of the flats with occupancy certificate.

10. With these direction, all the seven complaints stand disposed of.


(Dr. Vijay Satbir Singh)
Member – 1/MahaRERA

महा-रेरा