

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

1. Complaint No. CC005000000023043

M/s. Sinewave Computer Services Pvt. Ltd.

.... Complainant

Versus

M/s. Ganesh Enterprises

M/s. Shri Ganesha Enterprises

..... Respondents

Project Registration No. P52100005554

Along with

2. Complaint No. CC005000000023044

M/s. Sinewave Computer Services Pvt. Ltd.

.... Complainant

Versus

M/s. Ganesh Enterprises

M/s. Shri Ganesha Enterprises

..... Respondents

Project Registration No. P52100005554

Along with

3. Complaint No. CC005000000023045

M/s. Sinewave Computer Services Pvt. Ltd.

.... Complainant

Versus

M/s. Ganesh Enterprises

M/s. Shri Ganesha Enterprises

..... Respondents

Project Registration No. P52100005554

Along with

4. Complaint No. CC005000000023046

M/s. Sinewave Computer Services Pvt. Ltd.

.... Complainant

Versus

M/s. Ganesh Enterprises

M/s. Shri Ganesha Enterprises

..... Respondents

Project Registration No. P52100005554

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Along with
5. Complaint No. CC005000000023047

M/s. Sinewave Computer Services Pvt. Ltd. Complainant
Versus
M/s. Ganesh Enterprises
M/s. Shri Ganesha Enterprises Respondents
Project Registration No. P52100005554

Along with
6. Complaint No. CC005000000023048

M/s. Sinewave Computer Services Pvt. Ltd. Complainant
Versus
M/s. Ganesh Enterprises
M/s. Shri Ganesha Enterprises Respondents
Project Registration No. P52100005554

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

Adv. Harish Kmbhar appeared for the complainant.
Mr. Nicky Milani, Chartered Accountant, appeared for the respondent.

ORDER
(15th November, 2019)

1. The complainants/allottees have filed these six complaints to MahaRERA seeking directions to the respondents to handover physical possession of its 6 office premises bearing Nos. 201 to 206 by completing all legal formalities and also to pay rent of Rs.12,31,455/- and interest of Rs.15,58,200/- @10.5% per annum and also to pay compensation to the complainants for booking of the said office premises in the respondents project known as "Kedari Landmark" bearing MahaRERA registration No. P52100005554 at Pune.



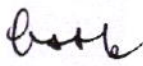
2. These complaints were clubbed together and kept for hearing on 12-07-2019. During the hearings, both parties appeared and argued the matter and thereafter, the matters were closed for orders.
3. It is a case of the complainants that they have booked these 6 office premises admeasuring 3266.5 sq. ft. carpet area, along with terrace area and car parkings for a total consideration amount of Rs. 1,99,70,000/-. The respondents executed six separate registered agreements for sale dated 21/03/2013 with the complainants. The complainants have made the payment to the respondents, as and when demanded by the respondents.
4. As per clause No. 21 of the said agreements, the respondents were liable to handover possession of the said office premises on or before 31-12-2014. As on date, the work is incomplete at site. The complainants further stated that due to undue delay, the complainants were forced to take office premises on rental basis and had to pay a huge amount towards rent. Even the complainants have borrowed loan due to financial crunch and paying EMI to the financial institution. The complainants, therefore, requested for interest for the delayed period possession under section-18 of the RERA Act, 2016 and rent and compensation etc.,
5. The respondents have filed their written submission on record of MahaRERA and disputed the claim of the complainants. The respondents have stated that they have offered furniture and fit-out possession to the complainants on 17-10-2017 after obtaining part occupancy certificate form the competent authority on 31-07-2017. The said occupancy certificate covers complainants' two offices viz. office No. 201 and 202. After taking possession of the said premises, the complainants have borrowed loan of Rs. 3 crores from HDFC Bank. The said loan is obtained against property purchased by the complainants for Rs. 1,99,70,000/- which is still unpaid. The respondents further stated that after



taking fit-out possession, the complainants have filed these complaints in October, 2017. Hence, the present complaints are liable to be dismissed and the complainants can not seek additional interest, rent and compensation. Further, the complainants have made several changes in the said offices without obtaining any permissions from the competent authority and the same is not permissible as per the agreements for sale. Hence, the respondents requested for dismissal of these complaints.

6. The MahaRERA has examined the arguments advanced by both the parties as well as record. In the present case, admittedly, the complainants have purchased six office premises from the respondents by executing six separate registered agreements for sale for a total consideration amount of Rs. 1,99,70,000/-. As per clause No. 21 of the said agreements, the respondents were liable to handover possession of the said office premises on or before 31-12-2014 with occupancy certificate. However, the part occupancy certificate has been obtained for office No. 201 and 202 in the year 2017. The complainants have therefore prayed for interest, rent and compensation for the delayed possession.
7. However, the respondents have disputed the claim of the complainants stating that the complainants have already been offered fit-out possession of the said six office premises on 17-10-2017 for carrying out interior works. The complainants have not stated anything about the fit-out possession in these complaints, filed before MahaRERA. The complainants have availed of loan of Rs. 3,00,00,000/- from HDFC Bank in 2017-18, by mortgaging these six office premises. Further, from the sanctioned letter, it appears that for availing the said loan, the complainants had mortgaged these six office premises, showing that the same are occupied. It shows that after taking fit-out possession of these six premises, the complainants have borrowed the loan from the HDFC Bank.

8. The MahaRERA, therefore, is of the view that since the complainants have already taken possession of these premises, they can not demand interest for the delayed possession as provided under section-18 of the RERA Act, 2016.
9. With regard to the claim of the complainants for rent, the MahaRERA feels that there is no provision under the RERA Act, to grant such relief to the complainants. Moreover, since the complainants are seeking interest for the delayed possession, being continuing allottee, they can not seek compensation as per the provision of section-18(1) of the RERA Act, 2016. Further, the respondents are bound by the revised completion date given the respondent in the website of MahaRERA.
10. In the light of the above facts, all the six complaints are dismissed.


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